



**LOCATION:**

**WASHOE COUNTY COMMISSION CHAMBERS  
1001 E. 9<sup>th</sup> Street, Bldg. A, Reno**

**DATE August 19, 2022  
TIME 9:00 a.m.**

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

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

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

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

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

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

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**1. CALL TO ORDER**

1.1 Roll Call

1.2 Pledge of Allegiance

1.3 Special Recognitions:

- Congratulations to MTM Employee of the Month – Mr. Jesus Izquierdo
- Congratulations to Keolis Employee of the Month – Mr. Mohammed Sarwar

1.4 Elect a commissioner to fill the vacant office of Chair through December 31, 2022, and possibly elect a commissioner to fill the office of Vice Chair if the current Vice Chair is elected to fill the vacant office of Chair (*For Possible Action*)

**2. PUBLIC COMMENT**

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

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

**4. CONSENT ITEMS (*For Possible Action*)**

*Minutes*

4.1 Approve Minutes of the July 15, 2022, meeting (*For Possible Action*)

*Reports*

4.2 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)

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

*Planning Department*

- 4.7 Approve a Funding Letter of Agreement with the Placer County Transportation Planning Agency (PCTPA) for support of the Sacramento to Reno Service Planning Study, in an amount not-to-exceed \$9,176 *(For Possible Action)*

*Engineering Department*

- 4.8 Approve a contract with Wood Rodgers, Inc., to provide preliminary Design and NEPA services, and optional final design and engineering during construction services for the South Virginia Street Bus Only Lane from Moana Lane to north of Gentry Way in an amount not-to-exceed \$2,431,975 *(For Possible Action)*
- 4.9 Approve a contract with Wood Rodgers, Inc., to provide design services and optional engineering during construction for the South Meadows Traffic Enhancements Project in an amount not-to-exceed \$512,740 *(For Possible Action)*
- 4.10 Authorize a request for proposals for the right-of-way services related to the Mill Street Widening Project *(For Possible Action)*

*Public Transportation/Operations Department*

- 4.11 Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation to receive and use Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) federal funds in an amount not-to-exceed \$2,280,000 for the Regional Transportation Commission (RTC) Trip Reduction Program *(For Possible Action)*

*Executive, Administrative and Finance Departments*

- 4.12 Acknowledge receipt of the Investment Committee report for the quarter ended June 30, 2022 *(For Possible Action)*

**5. DISCUSSION ITEMS AND PRESENTATIONS**

- 5.1 Acknowledge receipt of an update regarding the Mill Street Widening Project *(For Possible Action)*
- 5.2 Approve Amendment #10 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for normal service in the first two option years to \$67.53 in FY24 and \$69.33 in FY25, increase the Fixed Monthly Payment in the first two option years to \$78,746 in FY24 and \$80,982 in FY25, and reduce the contractual insurance requirements to meet industry standards; authorize the Executive Director to exercise RTC's option for the first two option years *(For Possible Action)*
- 5.3 Approve Amendment #3 to the contract for operation and maintenance of fixed-route transit services with Keolis Transit Services, LLC, to increase the Revenue Vehicle Hour Rate for normal service and special/extra service in Base Year 4 to \$81.13 in FY23, and in the first three option years to \$85.19 in FY24, \$88.43 in FY25, and \$89.81 in FY26; authorize the Executive Director to exercise RTC's option for the first three option years *(For Possible Action)*

**6. REPORTS** *(Informational Only)*

6.1 Executive Director Report

6.2 Federal Report

6.3 NDOT Report

**7. COMMISSIONER ANNOUNCEMENTS AND UPDATES**

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

**8. PUBLIC COMMENT**

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

**9. ADJOURNMENT** *(For Possible Action)*

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

**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**9:00 A.M.**

**July 15, 2022**

**PRESENT:**

**Neoma Jardon, Reno City Council Member, Chair  
Ed Lawson, Mayor of Sparks, Vice Chair  
Vaughn Hartung, Washoe County Commissioner  
Hillary Shieve, Mayor of Reno (via telephone)  
Bob Lucey, Washoe County Commissioner**

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

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

***Item 1 MEETING OPENING***

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

***Item 2 PUBLIC INPUT***

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

Mr. Mac Rossi, local resident, addressed the Board with a map to show the intersection of 7<sup>th</sup> and McCarran, which shows three streets all turning into a right-hand turn lane, there is also a bus stop in that turn lane. This is dangerous for drivers and a poor location for a (non-ADA) bus stop. He would like to see the bus stop moved just to the other side of the shopping center entrance so it won't interrupt the flow of traffic.

Ms. Dora Martinez, local resident, addressed the Board to say that the 4<sup>th</sup> Street Station has been changed all around so it is no longer familiar to sightless people, and the sign that shows where everything is does no good because it cannot be seen. She would like the RTC to ensure that the drivers are announcing their arrivals and departures to help vision impaired passengers find their way. Additionally, she would like RTC to bring back their ADA compatible app.

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

### **Item 3      *APPROVAL OF AGENDA***

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

### ***Items 4.1 thru 4.11    CONSENT ITEMS***

#### *Minutes*

- 4.1    Approve Minutes of the June 17, 2022, meeting (*For Possible Action*)

#### *Reports*

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

#### *Engineering Department*

- 4.7    Approve a contract with HDR Engineering, Inc., to provide design services and optional engineering during construction for the N. McCarran & Pyramid Hwy Fiber Connectivity project in an amount not-to-exceed \$275,080 (*For Possible Action*)  
4.8    Approve a contract with Headway Transportation, LLC, to provide design services and optional engineering during construction for the Traffic Signal Installations 23-01 project in an amount not-to-exceed \$448,840 (*For Possible Action*)  
4.9    Approve an Interlocal Cooperative Agreement (ICA) with Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) to conduct a Before and After Study within the City of Reno's Micromobility Pilot Project on 5<sup>th</sup> Street and Virginia Street in downtown Reno in an amount not-to-exceed \$111,650 (*For Possible Action*)  
4.10    Approve an Interlocal Cooperative Agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR), Civil Engineering Department, for the UNR Pavement/Materials Cooperative Research Program in an amount not-to-exceed \$200,000 (*For Possible Action*)

#### *Public Transportation/Operations Department*

- 4.11    Approve an Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation to provide funding to the RTC for the ED Pass Program in the amount of \$200,000 (*For Possible Action*)

On motion of Vice Chair Lawson, seconded by Commissioner Lucey, which motion carried unanimously, Chair Jardon ordered that Consent Items 4.1 through 4.11 be approved.

## ***Items 5.1 thru 5.2 DISCUSSION ITEMS AND PRESENTATIONS***

5.1 Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 82<sup>nd</sup> Session of the Nevada Legislature (*Informational Only*)

Mr. Michael Hillerby with Kaempfer Crowell gave a presentation about a potential bill draft request (BDR) the RTC is considering and issues related to the BDR that may come into question.

One recent topic of discussion has been school zone safety. Currently, speeding in a school zone is treated the same as any other speeding offense, so RTC would like the Legislature to pass enabling legislation for automated traffic enforcement, such as speed limit traffic cameras.

This legislation would be enabling only, which allows the jurisdictions to make their own decisions on implementing cameras or not. He then mentioned some of the issues with the camera use, such as data storage, who has access to the data, who enforces tickets, and how much would it cost overall.

He added that “red light camera” legislation, not specific to school zones, has been presented to the Legislation twice before and both times it failed due to similar concerns.

Upon conclusion, Mr. Hillerby offered to answer any questions.

Vice Chair Lawson said he is opposed to unfunded mandates in the City of Sparks. Although this would not be mandating legislation, there is a definite lack of trust between local political leaders and state political leaders, and the worry is that it would eventually become mandated.

Mayor Schieve agreed with Vice Chair Lawson and said if there is any help that Mr. Hillerby can provide to get additional funding for education and enforcement, it would be very much appreciated.

Mr. Hillerby said there is at least one legislator who is interested in increased fines for speeding in a school zone.

Chair Jardon is also concerned about funding mandates and creating public shame instead of fines. However, she is also open to any other possible solutions that may be provided.

E.D. Thomas said that based on Commissioner comments, the RTC is not going to be out in front of this or champion it if it comes up, but will support it.

5.2 Approve the FY 2023-2027 Transit Optimization Plan Strategies Plan (TOPS) (*For Possible Action*)

Chair Jardon opened the meeting to public input and called on anyone wishing to speak on this topic.

Ms. Donna Clontz, representing Age Friendly Reno and the Washoe Sr. Advisory Board, addressed the Board in support of the TOPS Plan and agrees with most all of the changes included in the plan.

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

Mr. Jim Gee, Manager of Service Planning and Innovation, said that the TOPS plan (Plan) is the 5-year transportation plan. He went on to say that there was an extensive amount of involvement by the public with over 1,800 survey responses. Additionally, the requests from the Board at their retreat have made have been implemented in the Plan).

He then reviewed in detail the changes included in the Plan and how the Covid-19 pandemic has effected passenger riding habits and behaviors. A comparison of RTC Washoe with with peers around the country were also made to see how other communities have made similar changes and whether they succeeded or not.

The Plan also includes financial sustainability, strategies of how to attract new riders, and how to better get passengers to the BRT systems. Education is extremely important and RTC has started with an educational push at UNR and student ridership has increased significantly.

The ultimate goal is to make taking public transit as easy as possible using new technologies, such as the implementation of a universal app. This is very important to younger riders.

The ultimate goal is to match the best type of service for expected ridership requirements, whether that is a fixed route, FlexRIDE or another means.

Upon conclusion, Mr. Gee offered to answer any questions.

E.D. Thomas thanked Mr. Gee and the rest of the team for putting together this Plan.

Commissioner Lucey said this is a phenomenal improvement over previous years and believes the technical part of it is very important, such as the universal app and being a digitally based program.

On motion of Commissioner Lucey, seconded by Vice Chair Lawson, which motion carried unanimously, Chair Jardon ordered that the FY 2023-2027 Transit Optimization Plan Strategies plan (TOPS) be approved.

***Item 6.1 PUBLIC HEARING ITEMS***

- 6.1 Conduct a public hearing on potential service changes as recommended by the FY 2023-2027 Transit Optimization Plan Strategies (TOPS) document for RTC RIDE (Routes 2S, 3CC, 5, 9, 13, 15, and 19), FlexRIDE (service areas), ACCESS (changes to reservation hours) and other transportation programs (Washoe Senior Ride program and Uber Rides program); approve the recommended service changes (*For Possible Action*)

- a. Staff presentation
- b. Public hearing
- c. Action

Prior to the presentation, and this being a public hearing, Chair Jardon opened the meeting to public input and called on anyone wishing to speak.

Ms. Donna Clontz, representing Age Friendly Reno and the Washoe Sr. Advisory Board, addressed the Board and suggested that the TOPS plan be presented more often to the senior community. She also has a concern that Route 6 should not be included in the cancellations until there is something to replace it. The senior community is very interested in the FlexRIDE program.

Mr. Mac Rossi, local resident, addressed the Board to speak on another project, North McCarran, where Leadership and Keystone come into it. The concern is that the only way out of the large community in that area is to turn right on McCarran, which is 50 mph and is not safe. He is asking for help from the entities to make it safer.

Ms. Dora Martinez, local resident, addressed the Board to express her concern over the cancellation of Routed 15 because it goes to WinCo grocery store and doesn't understand how well FlexRIDE will work when there are many families riding with their groceries, family members, etc. She suggested to put back the "shoppers route" that existed a few years ago as an alternative.

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

Mr. Jim Gee then gave a presentation regarding the recommendation to change, cancel or reroute specific routes as recommended by the FY 2023-2027 Transit Optimization Plan Strategies (TOPS) document, as set forth in the briefing materials for this agenda item. Upon conclusion, he offered to answer any questions. There were none.

On motion of Commissioner Lucey, seconded by Vice Chair Lawson, which motion carried unanimously, Chair Jardon ordered that the recommended service changes be approved as presented.

### ***Items 7.1 thru 7.3 REPORTS***

#### **7.1 RTC Executive Director Report**

1. E.D. Thomas welcomed two new RTC employees:

- Chris Benham, Procurement and Contracts Analyst in the RTC's Finance Department started on June 20<sup>th</sup>; and
- Sheila Fouts, Customer Service Associate in the RTC's Public Transportation Department started on July 11<sup>th</sup>.



2. The RTC is seeking community input on our proposed Mill Street Widening Project. We're proposing improvements on Mill Street between Kietzke Lane and Terminal Way. To learn more about these improvements, and to watch a brief video presentation, please visit [MillStreetWidening.com](http://MillStreetWidening.com). The RTC is accepted comments through August 11.
3. The RTC is encouraging the community to provide input on the City of Reno's "The Future of Virginia Street" survey, which is now live. The survey is collecting data about the community's current Virginia Street experience. The data will be used to develop a draft vision and set of goals as part of the Virginia Street Placemaking Study. To learn more and take the survey, please visit [Reno.gov/Engage](http://Reno.gov/Engage).
4. If you're heading to our region's special events this summer, RTC encourages you to take transit. In partnership with Hot August Nights, the RTC will provide free transportation on the RAPID Virginia Line, RAPID Lincoln Line, Route 1, and Route 11 transit services beginning Tuesday, August 2nd, through Sunday, August 7th, all day, each day. Plan your trip at [rtcwashoe.com](http://rtcwashoe.com).
5. The RTC received an updated TSA score for Baseline Assessment and Security Enhancement (BASE) review in June. The RTC received an overall score of 96% on the BASE review, up from RTC's 2018 overall score of 92%. The BASE review evaluates 17 categories of security and emergency preparedness action items identified as fundamentals for a sound transit security program. The TSA recognized RTC for its commitment and hard work in achieving improved BASE review results.

## **7.2 RTC Federal Report**

E.D. Thomas mentioned that a written report was included in the agenda packet for this meeting and mentioned that the congressionally designated projects are progressing. RTC put one in for the Lemmon Drive and one for a bus facility at Sutro.

## **7.3 NDOT Director Report**

NDOT Director Kristina Swallow gave a presentation and spoke on the following topics:

Traffic Safety – which included:

- Washoe County Traffic Safety
- Speed Related Crashes
- Fatality Rate by Race/Ethnicity
- Motorcycle Safety
- Speeding Related Citations, followed by next steps

She then provided updates on the Advisory Working Group, the SBX Project and Pyramid Highway.

***Item 8            COMMISSIONER ANNOUNCEMENTS AND UPDATES***

Commissioner Lucey made a request on behalf of the Washoe County Commission about the increase in fuel tax going into place on July 1. Commissioner Jung is asking the RTC to consider the possibility of free transit during the hot summer months.

***Item 9            PUBLIC INPUT***

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

Ms. Donna Clontz addressed the Board and suggested a timeframe of meetings for future transit updates be provided on a regular basis. She also mentioned that there is no information about how to take a bus at the Reno airport and would like to see something installed. Lastly, she would like to see more marketing to seniors regarding FlexRIDE.

Ms. Lori Rodriguez, local resident, addressed the Board to request the free-ride service from the North Valleys to downtown be put back into place with a pick-up location one local stop rather than having multiple stops like a normal route.

Ms. Dora Martinez, local resident, addressed the Board and thanked NDOT Director Swallow for her staff's expedience in taking care of an issue she had reported. She also thanked the ADA representative from Sparks for all of his help and complimented Jon Erickson for always being so accommodating.

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

***Item 11          ADJOURNMENT***

There being no further business to come before the Board, the meeting adjourned at 10:46 a.m.

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NEOMA JARDON, Chair  
Regional Transportation Commission

**\*\*Copies of all presentations are available by contacting Denise Thompson at [dthompson@rtcwashoe.com](mailto:dthompson@rtcwashoe.com).**



**REGIONAL TRANSPORTATION COMMISSION**

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 4.2**

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

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Planning Activity Report.

**BACKGROUND AND DISCUSSION**

**PLANNING STUDIES**

<b>McCarran Boulevard Corridor Study</b>	
Dan Doenges, Project Manager	<a href="https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/">https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/</a>
<i>Status: Draft project recommendations under development.</i>	

<b>Verdi Area Multimodal Transportation Study</b>	
Xuan Wang, Project Manager	<a href="https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/">https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/</a>
<i>Status: A public meeting was held on 6/10 at a local coffee shop in Verdi. A survey was conducted to gather community input. The project team is analyzing survey results.</i>	

<b>Virginia Street Transit Oriented Development (TOD) Planning Study</b>	
Graham Dollarhide, Project Manager	<a href="#">N/A</a>
<i>Status: Procurement process underway.</i>	

**ONGOING PROGRAMS**

<b>Bicycle and Pedestrian Planning</b>	
RTC Planning Staff	<a href="https://www.rtcwashoe.com/metropolitan-planning/">https://www.rtcwashoe.com/metropolitan-planning/</a>
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety &amp; facilities:</i>	
<ul style="list-style-type: none"> <li>• <i>RTC is collaborating with City of Reno with the Micromobility Study.</i></li> <li>• <i>Draft scope of work for the Active Transportation Plan is completed. Staff will bring to the Board for approval at a future meeting to proceed with the RFP.</i></li> </ul>	

<b>Development Review</b>	
Rebecca Kapuler, Project Manager	Website N/A
<p><i>Status: RTC staff routinely review development proposals from the local jurisdictions of Washoe County and the Cities of Reno and Sparks. Staff from Planning, Engineering and Public Transportation have reviewed and commented on the following number of development proposals from each of the jurisdictions since the last Board meeting:</i></p> <ul style="list-style-type: none"> <li>• Washoe County – 0</li> <li>• City of Reno – 6</li> <li>• City of Sparks – 2</li> </ul> <p><i>This does not include proposals that were reviewed on which staff did not have any comments.</i></p>	

<b>Vision Zero Truckee Meadows</b>	
Rebecca Kapuler, Project Manager	<a href="https://visionzerotruckeemeadows.com/">https://visionzerotruckeemeadows.com/</a>
<p><i>Status: The next meeting is scheduled for August 15, 2022</i></p> <ul style="list-style-type: none"> <li>• Staff is working on updating the Vision Zero Action Plan.</li> <li>• The new bus tail campaign was launched in July with safety messages on 21 buses.</li> <li>• Bi-monthly meetings with the local jurisdictions and SRTS has been established to discuss the Safe Streets for All potential funding and collaborate with the Plan Update.</li> </ul>	

## COMMUNITY AND MEDIA OUTREACH ACTIVITIES

<b>Outreach Activities</b>	
Lauren Ball, Project Manager	
<p><i>Status: RTC staff conducted the following outreach activities from July 18 - August 19:</i></p> <p><i>July 18 Sparks Blvd. Project Groundbreaking Event</i></p> <p><i>August 2 Lemmon Drive Project Segment 1 Ribbon-Cutting Event</i></p> <p><i>August 3 RTC Citizens Multimodal Advisory Committee Meeting</i></p> <p><i>August 4 RTC Technical Advisory Committee Meeting</i></p> <p><i>August 11 Arlington Avenue Bridges Public Meeting</i></p> <p><i>August 11 Sparks Citizens Advisory Committee – Sparks Blvd. Project Presentation</i></p>	

<b>Media Relations &amp; Social Media</b>	
Lauren Ball, Project Manager	
<p><i>Status: The RTC issued three news releases and received seven media inquiries regarding free transit to Hot August Nights, the Lemmon Drive Project segment one ribbon-cutting event, fixed-route/FlexRIDE service in the North Valleys, status updates on RTC construction projects, the Sparks Blvd. Project and groundbreaking event, the 4<sup>th</sup> Street/Woodland Ave. roundabout, the Mill</i></p>	

*Street Widening Project, Veterans Parkway multiuse path closures for maintenance, and more.*

*Social media was used to promote and provide information about the RTC Board Meeting, free transit to Midtown Art Walk, the Veterans Parkway multiuse path closures for maintenance, the Mill Street Widening Project, the “The Future of Virginia Street” survey, the Sparks Blvd. Project and groundbreaking event, free transit to Hot August Nights, and more.*

*Social media metrics for the month of July: 20,097 impressions on Facebook, Twitter, YouTube, and Instagram.*

#### **Informational Materials and Video Production**

Lauren Ball, Project Manager

*Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the Mill Street Widening Project, the Oddie Wells Project, the Sky Vista Parkway Project, and the Lemmon Drive Project.*



**REGIONAL TRANSPORTATION COMMISSION**

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 19, 2022

AGENDA ITEM 4.3

From: Dale Keller, P.E., Director of Engineering

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Engineering Activity Report.

**BACKGROUND AND DISCUSSION**

**BICYCLE AND PEDESTRIAN IMPROVEMENTS**

<b>Bus Stop Improvement and Connectivity Program</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/">https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/</a>
<i>Status: The contractor finished construction on Phase 3 of the program in mid-June. This phase included accessibility and sidewalk connectivity improvements at 29 RTC transit stops. Phase 4 of the program is currently in the NDOT permitting stage.</i>	

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

<b>Mill Street Complete Street - Terminal Way to McCarran Boulevard</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/mill-street-complete-street/">https://www.rtcwashoe.com/engineering-project/mill-street-complete-street/</a>
<i>Status: Construction is on track for completion in August 2022.</i>	

**CAPACITY/CONGESTION RELIEF PROJECTS**

<b>South Virginia Street Widening (I-580 to Longley Lane)</b>	
Maria Paz Fernandez, Project Manager	
<i>Status: Wood Rodgers, Inc., was the consultant selected from the qualified list and the agreement was awarded in May 2022. A Programing Document (Traffic Analysis and Forecast) will be submitted to the agencies by the third quarter of 2022. Preliminary design is under way and thirty percent (30%) design plans are expected by fall of 2023. Construction is tentatively scheduled for fiscal year 2025.</i>	

<b>Sparks Boulevard</b>	
Jeff Wilbrecht, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/sparks-blvd-project/">SparksBLVDproject.com</a> .
<p><i>Status: The South Phase (widening from four to six lanes from Greg Street to Lincoln Way) started construction on July 24, 2022. Granite Construction Company is working near Lincoln Way and Interstate 80. Work will progress southward as the project continues. Construction is expected to occur through early 2023.</i></p> <p><i>Work during the last reporting period also included finalizing technical reports and documents associated with Environmental Assessment for the North Phase of the project which will be submitted to NDOT in early August. Final design of the project is advancing. Utility relocations are being evaluated to ensure project improvements are not in conflict.</i></p>	
<b>Steamboat Parkway Improvement</b>	
Andrew Jayankura, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/">https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/</a>
<p><i>Status: The project team is developing ninety percent (90%) design plans. Construction is anticipated to start by spring of 2023.</i></p>	
<b>Traffic Signal Timing 6</b>	
Andrew Jayankura, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/">https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/</a>
<p><i>Status: Signal timing on Damonte Ranch Parkway is underway and anticipated to be complete this month.</i></p>	
<b>Traffic Engineering (TE) Spot 10 – Fuel Tax</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-fuel-tax/">https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-fuel-tax/</a>
<p><i>Status: Traffic signal equipment affected by supply chain disruptions were delivered and construction is anticipated to be complete at the end of August.</i></p>	
<b>Traffic Engineering (TE) Spot 10 – South</b>	
Blaine Petersen, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/">https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/</a>
<p><i>Status: Sierra Nevada Construction began preliminary work on the roundabout on August 15, 2022.</i></p>	
<b>Traffic Management – ITS Phase 4</b>	
Blaine Petersen, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/">https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/</a>
<p><i>Status: Titan Electrical Contracting began construction on Sharlands Avenue on July 25, 2022</i></p>	

<b>Traffic Signal Installations 22-01</b>	
Blaine Petersen, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/</a>
<i>Status: Titan Electrical Contracting completed underground traffic signal work at Mill Street/ Telegraph Street on July 22, 2022. Underground work for the traffic signal at South Meadows Parkway and Wilbur May Parkway will begin on August 15, 2022</i>	

<b>Traffic Signal Modifications 22-01</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/</a>
<i>Status: The project is in the ninety percent (90%) design stage.</i>	

## CORRIDOR IMPROVEMENT PROJECTS

<b>Arlington Avenue Bridges</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/">https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/</a>
<i>Status: Work continues as the thirty percent (30%) design submittal will be reviewed by all agencies.</i>	

<b>Lemmon Drive</b>	
Judy Tortelli, Segment 1 Project Manager Dale Keller, Segment 2 Project Manager	Segment 1 - <a href="https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/">https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/</a> Segment 2 - <a href="https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/">https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/</a>
<i>Status: Segment 1 - The project reached substantial completion in July 2022. Final punch-list items will continue through August.</i>	
<i>Segment 2 - The project team finalized the Level 2 screening alternatives analysis where the Project Technical Advisory Committee (TAC) identified the Natural Berm Alignment as the Agency Endorsed Alternative. The team is advancing the agency endorsed alternative to a fifteen percent (15%) design.</i>	

<b>Mill Street Widening (Kietzke Lane to Terminal Way)</b>	
Dale Keller, Engineering Manager	<a href="https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/">https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/</a>
<i>Status: The RTC invites the community to learn more about the Mill Street Widening Project by viewing a virtual video presentation online at MillStreetWidening.com beginning July 11, 2022. The comment period ends on August 11, 2022.</i>	



<b>Oddie Boulevard / Wells Avenue Improvement</b>	
Maria Paz Fernandez, Project Manager	<a href="http://oddiewellsproject.com/">http://oddiewellsproject.com/</a>
<p><i>Status: Construction started at the end of November 2021. During the first two quarters of 2022, construction activities included underground utility work, excavating/forming/building retaining walls, and placement of privacy walls within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks). Overall construction, including the remaining phases, is anticipated to occur over three (3) construction seasons and be complete by the third quarter of 2024. Roadwork and paving operations on Oddie Boulevard (Phase 1 section) is underway and they are expected to be completed by fall 2022. The privacy screen on the north side of Phase 1 is almost completed and sidewalk, curb and gutter are being installed. Collaboration with City of Reno to start on Phase 4 (Sutro Street to I-80) is underway.</i></p>	

<b>Sky Vista Parkway Widening Rehabilitation</b>	
Blaine Petersen, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/">https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/</a>
<p><i>Status: Spanish Springs Construction will begin construction on August 15, 2022.</i></p>	

<b>Truckee River Shared Use Path</b>	
Jeff Wilbrecht, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/">https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/</a>
<p><i>Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the necessary property in which the pathway will traverse.</i></p>	

## PAVEMENT PRESERVATION PROJECTS

<b>2022 Preventive Maintenance</b>	
Scott Gibson, Project Manager	
<p><i>Status: This project keeping good roads good is underway. The project includes crack sealing, patching, and microsurfacing on approximately 150 lane miles of regional streets. This project will run through September 2022.</i></p>	

<b>4<sup>th</sup> Street (Sparks) Reconstruction</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/">https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/</a>
<p><i>Status: Project design is on hold as the project scope is evaluated considering budgets and inflation.</i></p>	

<b>Arrowcreek Parkway Rehabilitation</b>	
Dale Keller, Engineering Manager	<a href="https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/">https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/</a>
<i>Status: Ninety percent (90%) design plans are under agency review.</i>	
<b>Kings Row Rehabilitation – Phase 2</b>	
Jeff Wilbrecht, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/">https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/</a>
<i>Status: The construction work is substantially complete. Sierra Nevada Construction is working to finalize outstanding items identified in the punch-list.</i>	
<b>Holcomb Avenue Rehabilitation</b>	
Jeff Wilbrecht, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/">https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/</a>
<i>Status: The project has completed preliminary engineering design. RTC is working with the City of Reno to schedule a public information meeting for September to discuss project related improvements, specifically reconfiguration of the Sinclair-Holcomb intersection.</i>	
<b>Peckham Lane Rehabilitation</b>	
Andrew Jayankura, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/peckham-lane/">https://www.rtcwashoe.com/engineering-project/peckham-lane/</a>
<i>Status: Construction starts on August 15, 2022, and will be complete this fall.</i>	
<b>Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/">https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/</a>
<i>Status: The project is under construction and substantial completion is anticipated this fall.</i>	
<b>Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/">https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/</a>
<i>Status: Construction is anticipated to be complete in early August 2022.</i>	
<b>Reno Consolidated 23-01 – Sutro Street and Enterprise Road</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/">https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/</a>
<i>Status: Ninety percent (90%) design plans were submitted to City of Reno at the end of July and they are currently under review. Final design and bidding are expected by fall 2022. Construction is tentatively scheduled for spring 2023.</i>	

## OTHER PROJECTS

<b>4<sup>th</sup> Street Station Expansion</b>	
Jeff Wilbrecht, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/">https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/</a>
<i>Status: Work during the last reporting period continued coordinating preliminary design elements associated with the project; specifically, refining the preliminary site layout to ensure future electric vehicle charging infrastructure is accounting for current technologies.</i>	

<b>Peppermill BRT Station</b>	
Jeff Wilbrecht, Project Manager	
<i>Status: The project advertised bids for construction. The project is expected to be constructed in early 2023.</i>	

## CONTRACTS UP TO \$100,000

SPV Associates, Inc. dba OnIndus, in the not-to-exceed amount of \$100,000, to support the utilization and optimization of the eBuilder PMIS software program and programs that interact with eBuilder.



## REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 19, 2022

AGENDA ITEM 4.4

From: Mark Maloney, Director of Public Transportation and Operations

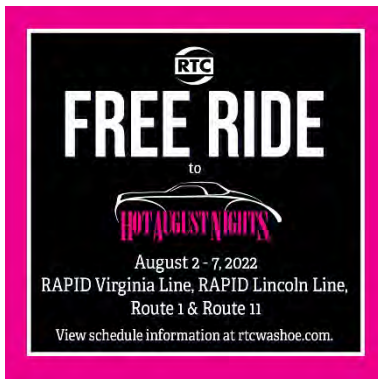
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### RECOMMENDED ACTION

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

### BACKGROUND AND DISCUSSION

#### Highlights



**RTC Provides Free Bus Rides to Hot August Nights** – RTC provided free transportation on the RAPID Virginia Line, RAPID Lincoln Line, Route 1, and Route 11 transit services Tuesday, August 2, through Sunday, August 7, all day, each day, in partnership with Hot August Nights. The FREE RIDE routes served RTC 4TH STREET STATION and RTC CENTENNIAL PLAZA.

RTC’s RAPID Lincoln Line and Route 11 service runs from downtown Reno to downtown Sparks on 4th Street and Prater Way. RTC’s RAPID Virginia Line and Route 1 service runs along Virginia Street from Meadowood Mall to the University of Nevada, Reno.

Don’t Drive, Arrive! to special events in our community this summer. There are plenty of alternatives to driving your car to events, including taking transit, walking, biking, or using rideshare. Events like this help to attract new transit passengers and reduce congestion on our roadways.

#### RTC RIDE Key Highlights – July

- Keolis held a contest for employees to “Name the Employee newsletter” awarding a \$50.00 Gas Gift Card. The first edition is due in August.
- Measured and ordered additional Bulletin boards for employee areas to post HR & Employee information (Birthdays, Anniversaries) as well as other information.
- Instituted Exit Interviews with employees before they leave (where applicable) to measure turnover reasons for leaving.

- Keolis celebrated Independence Day on July 1<sup>st</sup> with a big BBQ for everyone! Hot dogs, Burgers and homemade treats from many employees!
- Released 4 Coach Operator trainees to operations for revenue service
- Hired an additional Manager On Duty, for a total of four MODs
- 2 driver resignations
- 1 driver retired
- 1 Manager On Duty resignation
- Preparing driver bid for upcoming September 10<sup>th</sup> service change
- Reno’s Channel 2 interviewed one of our drivers, Shannon McDowell, for their “Someone 2 Know” segment.
- 2 New Flyer coaches scheduled for delivery late July
- 1 Utility worker hired.
- 1 open Training Supervisor position - in process of recruiting
- Keolis is still recruiting for a Labor Relations Specialist and a Customer Service Manager.
- July Safety Meeting Topics included: Customer Comment review, Safe Place review, LLLC coaching, reference points, and an update of current accident and incident patterns including YTD trends. The sharing of accident patterns helps educate Bus Operators to improve performance.
- 16 new driver candidates for the month, 9 in BTW training and 7 released to Operations.



**Keolis represented staffing headcount as of July 29, 2022:**

<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Coach Operator Trainees	16	Ongoing
Coach Operators	146	8
Dispatchers	5	0
Road Supervisors	5	0
Mechanic A	5	1 - Advertised
Mechanic B	4	1 in Hiring process
Mechanic C	4	1 In Hiring process
EV Technician	1	0
Electronics Tech	0	1
Body Technician		

**RTC ACCESS Key Highlights – July**

**Safety**

Accidents: 1

Injuries: 0

YTD Preventable Accident Count: 6

YTD Injury Count: 5

**July Safety Blitz**

- Drug and Alcohol Awareness

**July 2022 Safety Meeting**

- FTA Drug awareness video

**Recruitment/Staffing Update**

2 new hires started 6/27/2022, but resigned in training  
2 new hires started 7/1/2022, but both resigned in training  
1 new hire started 7/11/2022, and is still in training  
1 new hire started 7/18/2022, but resigned due to DOT physical  
3 new hires started 7/25/2022

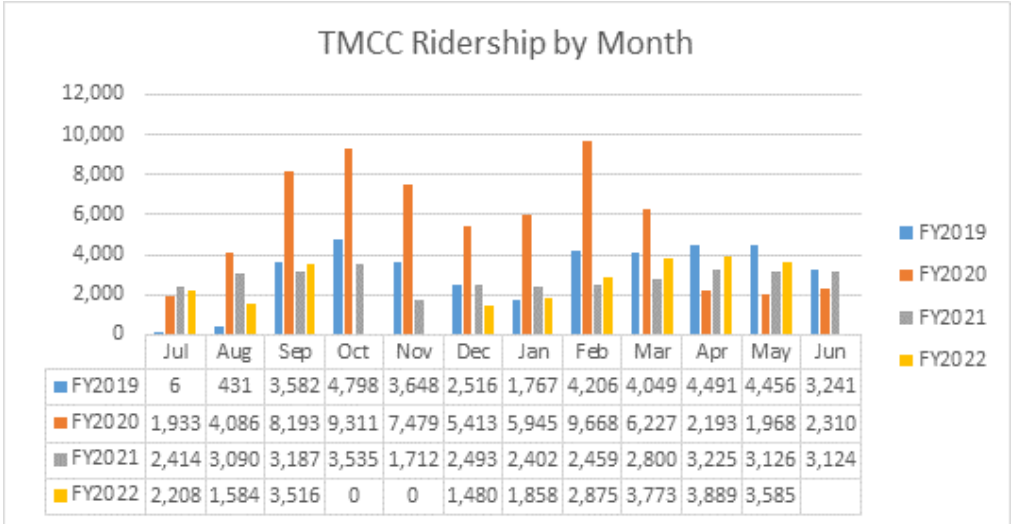
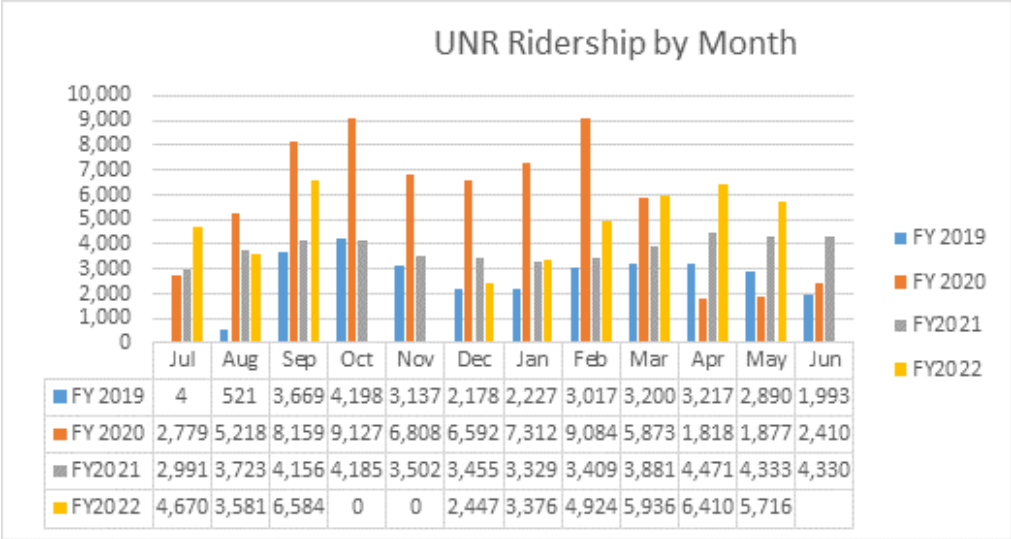
**MTM represented staffing headcount as of July 29, 2022:**

<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Drivers	35FT – 5PT	21 FT – 0 PT
Dispatchers	5 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	1
Utility Worker	1	0

**TRANSIT DEMAND MANAGEMENT (TDM) Update**

- Vanpools increased from 332 to 337
- RTC Washoe's vanpool program ranks 6th place in the United States based on passenger trips for NTD reporting in May; however, the program set new highs in passenger trips saved at 51,850 and vehicle miles driven saved at 1,806,110.
- Legends Bay Casino has become our newest Bus Pass Subsidy partner.
- Smart Trips staff set up outreach events in August for the Reno/Sparks Small Business Resource Fair and in September for Washoe County Tahoe Transportation Plan Public meeting in Incline Village.
- The Northern Nevada Transportation Management Association (TMA) will meet again in August to finalize its board and agenda for the kick-off meeting with employers.

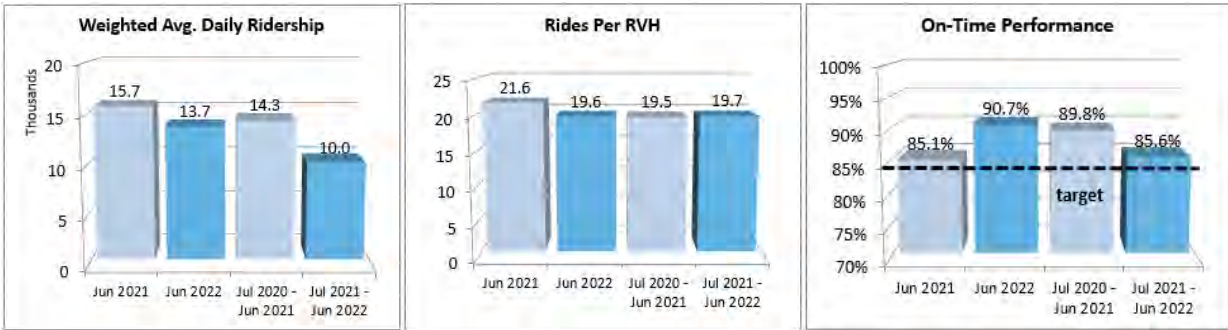
Ridership numbers from the ED Pass Program through the month of June:



\*Ridership numbers in October & November of 2021 were affected by the driver strikes.

**JUNE 2022 TRANSIT PERFORMANCE**

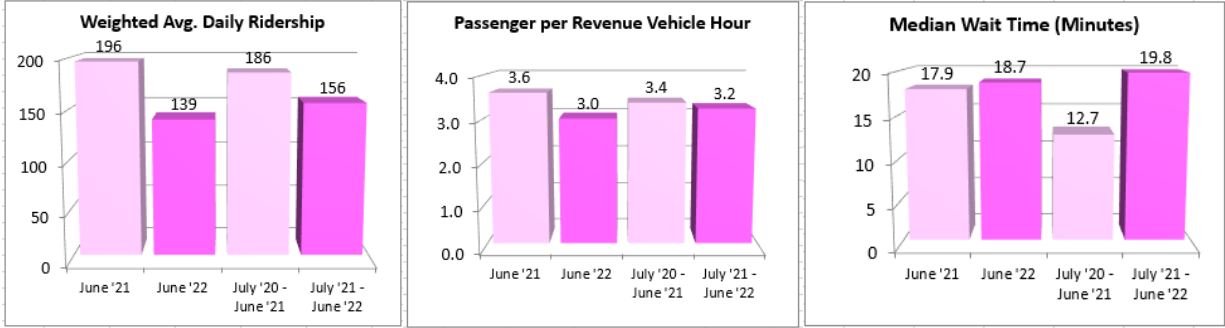
**RTC RIDE**



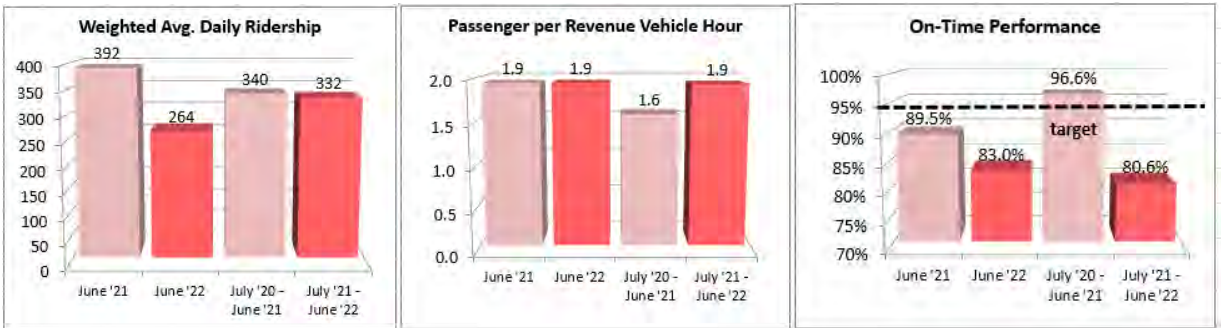
\*Ridership for June 2022 is estimated.



**RTC FlexRIDE**



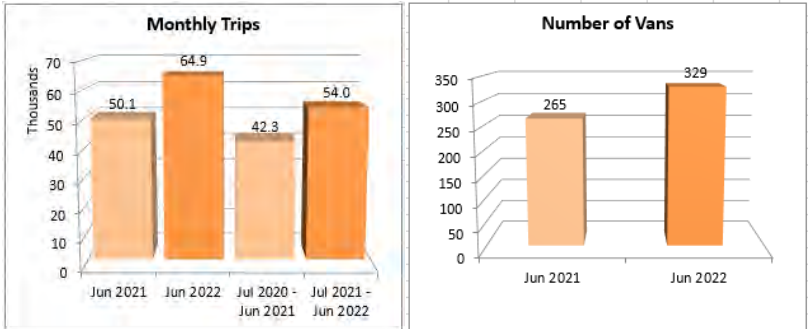
**RTC ACCESS**



**TART**



**RTC VANPOOL**







**REGIONAL TRANSPORTATION COMMISSION**

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 4.5**

From: Christian Schonlau, Finance Director/CFO

**RECOMMENDATION**

Acknowledge receipt of the monthly Procurement Activity Report.

**PROJECTS CURRENTLY ADVERTISED**

<b><u>Invitations for Bids (IFB)</u></b>	
<b>Project</b>	<b>Due Date</b>
Peppermill Bus RAPID Station	August 25, 2022

<b><u>Request for Proposals (RFP)</u></b>	
<b>Project</b>	<b>Due Date</b>
South Virginia Street Transit Oriented Development Study	September 8, 2022

**REPORT ON INVITATION FOR BID (IFB) AWARDS**

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

<b>Project</b>	<b>Contractor</b>	<b>Award Date</b>	<b>Contract Amount</b>
2022 Corrective Maintenance Project	Sierra Nevada Construction	07/19/2022	\$1,446,972

**PROFESSIONAL SERVICES/CONSULTING AGREEMENTS**

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

<b>Project</b>	<b>Contractor</b>	<b>Contract Amount</b>
Hardware/Multiple Internet Connections	Bigleaf Networks	\$25,164
RAPID Stations Cellular Connection	Sierra Electronics	\$45,973

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

<b>Project</b>	<b>Contractor</b>	<b>Approval Date</b>	<b>CO / Amend. Number</b>	<b>CO / Amend. Amount</b>	<b>Revised Total Contract Amount</b>
Terminal Great Room and Elevator Project	Houston Smith Construction	07/11/2022	13	\$3,018	\$2,100,104
Terminal Great Room and Elevator Project	Houston Smith Construction	07/25/2022	14	\$9,421	\$2,109,525
TE Spot 10 – North	Sierra Nevada Construction	08/01/2022	2	\$6,901	\$ 790,208



## **REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 4.6**

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

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### **RECOMMENDED ACTION**

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

### **BACKGROUND AND DISCUSSION**

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

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

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

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

#### **Citizens Multimodal Advisory Committee (CMAC)**

The CMAC met on August 3, 2022, and acknowledged receipt of a presentation on the City of Reno Micromobility Pilot Project.

#### **Technical Advisory Committee (TAC)**

The TAC met on August 4, 2022, and acknowledged receipt of a presentation on the City of Reno Micromobility Pilot Project.

#### **Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)**

There has not been a RRIF TAC meeting since the Board previously met.



## **REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 4.7**

**From:** Dan Doenges, PTP, RSP, Director of Planning

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### **RECOMMENDED ACTION**

Approve a Funding Letter of Agreement with the Placer County Transportation Planning Agency (PCTPA) for support of the Sacramento to Reno Service Planning Study, in an amount not-to-exceed \$9,176.

### **BACKGROUND AND DISCUSSION**

The PCTPA approached the RTC requesting support and involvement in the Sacramento to Reno Service Planning Study as a valued stakeholder. The RTC is one of seven agencies that have indicated support for this effort.

The Study will be led by Caltrans Division of Rail and Mass Transit in its capacity providing statewide strategic planning, network integration implementation, and capital/operations funding. Stakeholder coordination and resource planning will be led by Caltrans, with technical operations review and strategic policy guidance provided by key planning and operating agency stakeholders.

The California State Rail Plan identifies goals for future service expansion to Truckee and Reno. Nevada DOT and Reno area stakeholders are supportive of a coordinated planning effort, led by Caltrans and following Caltrans's Service-Led Planning Methodology, to develop an analysis and implementation strategy for intercity service between Sacramento, CA and Reno, NV. Caltrans will lead focused, technical analysis to develop future service concepts, design and refine operating plans, articulate an implementation strategy, and develop supporting cost and market analyses materials to serve as input to project development.

The primary objectives of the Reno Service Extension Study ('Study') are to:

- Prepare a passenger rail service planning study using the standard planning methodology developed by Caltrans for the California State Rail Plan, which Caltrans intends to utilize for all State-funded passenger rail planning studies.
- Develop service concepts for intercity passenger rail (IPR) from the Sacramento Valley area to the Reno/Sparks NV area with connections to the Tahoe region, consistent with the State Rail Plan. Frequent and reliable passenger rail would provide an alternate to passenger vehicles for travel along the I-80 corridor from the Bay Area to the Sierras. This service would be an extension of the Intercity Passenger Rail (IPR) service provided by Capitol Corridor Joint Powers Agency (CCJPA). Currently, CCJPA operates IPR for the Northern California megaregion from San Jose to Auburn with connecting feeder bus services along the I-80 Corridor as far as Sparks, Nevada.

- Infrastructure needs analysis and preliminary cost estimate.
- Prepare a preliminary funding and financing plan.

The result of the Study is to prepare the initial technical analysis and strategic guidance necessary to move the concept for a future Reno service extension ('Project') into initial project development processes (design/engineering, funding, and environmental).

RTC Management Policy P-56 requires interlocal cooperative agreements to be approved by the Board prior to execution by the Executive Director.

### **FISCAL IMPACT**

The funding for this item is included in the approved FY 2023 RTC Budget.

### **PREVIOUS BOARD ACTION**

There has been no previous Board action related to this topic.

### **ATTACHMENT(S)**

- A. Funding Letter of Agreement 22-01 between PCTPA and RTC



PLACER COUNTY  
TRANSPORTATION  
PLANNING AGENCY

ALICE DOWDIN CALVILLO  
City of Auburn  
TRINITY BURRUSS  
City of Colfax  
PAUL JOINER  
City of Lincoln  
BRIAN BAKER  
Town of Loomis  
KEN BROADWAY  
City of Rocklin  
BRUCE HOUESHELDT  
City of Roseville  
JIM HOLMES  
SUZANNE JONES  
Placer County  
DAN WILKINS  
Citizen Representative  
MIKE LUKEN  
Executive Director

July 7, 2022

Bill Thomas, Executive Director  
Regional Transportation Commission of Washoe County  
P.O. Box 3002  
Reno, NV 89520

**SUBJECT: FUNDING LETTER OF AGREEMENT 22-01  
BETWEEN PLACER COUNTY TRANSPORTATION PLANNING  
AGENCY AND REGIONAL TRANSPORTATION COMMISSION OF  
WASHOE COUNTY FOR SACRAMENTO TO RENO SERVICE  
PLANNING STUDY: PCTPA SCOPE OF WORK ITEMS**

Dear Mr. Thomas:

This letter, when countersigned, authorizes reimbursement by the Regional Transportation Commission of Washoe County (RTC) for work performed by the Placer County Transportation Planning Agency (PCTPA) in support of the Sacramento to Reno Service Planning Study being undertaken by the Caltrans Division of Rail and Mass Transit (DRMT).

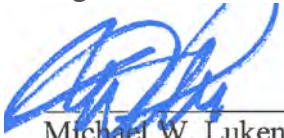
1. **Agreement:** This Funding Letter of Agreement is the statement of contract specific requirements applicable to the work effort to be undertaken by PCTPA in support of the Sacramento to Reno Service Planning Study being undertaken by the Caltrans Division of Rail and Mass Transit (DRMT).
2. **Scope of Services:** PCTPA shall perform the work for the Sacramento to Reno Service Planning Study, attached hereto as Exhibit A (Scope of Work), and incorporated herein by this reference.
3. **Term:** PCTPA will commence work for the Sacramento to Reno Service Planning Study: PCTPA Scope of Work beginning September 1, 2022. This Agreement shall end on June 30, 2023. Extensions to this Agreement may be made with the agreement of all Participating Agencies.
4. **Personnel:** PCTPA will provide its own personnel for the work required for the Sacramento to Reno Service Planning Study: PCTPA Scope of Work.
5. **Compensation:** The cost for the Sacramento to Reno Service Planning Study: PCTPA Scope of Work is estimated at \$57,350. Funding for the Study will be shared amongst the Capitol Corridor Joint Powers Authority, the Nevada County Transportation Commission, the Placer

**FUNDING LETTER OF AGREEMENT 22-01  
BETWEEN PLACER COUNTY TRANSPORTATION PLANNING AGENCY AND  
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY FOR  
SACRAMENTO TO RENO SERVICE PLANNING STUDY: PCTPA SCOPE OF WORK  
ITEMS**

**Page2**

County Transportation Planning Agency, the Sacramento Area Council of Governments, Placer County, the Tahoe Regional Planning Agency, and the Regional Transportation Commission of Washoe County, Nevada. The not to exceed share for the Regional Transportation Commission of Washoe County is \$9,176. PCTPA will be invoice the Regional Transportation Commission of Washoe County this not to exceed amount.

If this Funding Letter of Agreement meets with your approval, please sign, and return one copy. You may retain a copy for your own records. Questions concerning this Funding Letter of Agreement sh be directed to David Melko of my staff at (530) 823-4090.



\_\_\_\_\_  
Michael W. Luken  
Executive Director  
Placer County Transportation Planning Agency

7/7/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Bill Thomas  
Executive Director  
Regional Transportation Commission of  
Washoe County

Enc: Sacramento to Reno Service Planning Study: PCTPA Scope of Work

c/enc: Dan Doenges, Washoe County RTC  
Rick Carter, PCTPA  
David Melko, PCTPA

## **FOR SACRAMENTO TO RENO SERVICE PLANNING STUDY: PCTPA SCOPE OF WORK ITEMS**

PCTPA will perform the following tasks in support of the Sacramento to Reno Service Planning Study being undertaken by the Caltrans Division of Rail and Mass Transit (DRMT). These tasks will be completed using local matching funds initially pledged to support the original planning grant application submitted by PCTPA as lead agency to the Caltrans Sustainable Community Planning Grant Program for 2021-2022 for the Sacramento to Reno Service Planning Study. Local matching funds will be provided by the Capitol Corridor Joint Powers Authority, the Nevada County Transportation Commission, the Placer County Transportation Planning Agency, the Sacramento Area Council of Governments, Placer County, the Tahoe Regional Planning Agency, and the Regional Transportation Commission of Washoe County, Nevada.

### **Tasks**

#### **1. Technical Memorandum: First/Last Mile Analysis**

Connectivity to potential rail stations will be critical to the potential rail service's success. First/Last Mile connections will need to be put in place or extended to rail stations if the Sacramento to Reno rail service moves forward to construction. The California Climate Action Plan for Transportation Infrastructure (CAPTI) recommends that First/Last Mile services such as traditional transit, ride-hailing, micro transit, resort shuttles, etc., be carefully planned as a key feature at rail stations to reduce vehicle miles traveled (VMT), greenhouse gas emissions and the carbon footprint of a successful rail expansion project. PCTPA will collaborate closely with its partner agencies in Placer, Nevada, and Washoe Counties to characterize existing, planned and proposed First/Last Mile programs that would move persons to and from rail stations at Roseville, Rocklin, Auburn, Colfax, Truckee, Reno, and Sparks. A technical memorandum will be prepared by PCTPA summarizing existing, planned, and proposed First/Last Mile services and how they will connect with the potential Sacramento to Reno rail service.

#### **2. Technical Memorandum: Potential Regional Interest for Passenger Rail**

PCTPA will prepare a survey to quantify interest in the potential Sacramento to Reno rail service using online consumer engagement tools. This information will support the DB Demand analysis for the project being undertaken by DRMT. A technical memorandum will be prepared by PCTPA summarizing survey results and an assessment of regional interest for passenger rail service.

#### **3. Expanded Outreach**

There are many community, environmental and other interest groups/stakeholders in Placer, Nevada and Washoe counties that will be interested in passenger rail service to/from the Sierras and the results of the Sacramento to Reno Service Planning Study undertaken by DRMT. PCTPA will collaborate closely with its partner agencies in Placer, Nevada, and Washoe Counties and DRMT to develop and distribute outreach materials to interested groups/stakeholders on the progress and results of the Reno Extension Study.



# FOR SACRAMENTO TO RENO SERVICE PLANNING STUDY: PCTPA SCOPE OF WORK ITEMS

## **Funding**

The proposed funding commitment by partner agencies is shown in the table on the next page:

<b>Proposed Agency Funding Commitment</b>	<b>\$57,350</b>	<b>Percentage</b>
Placer County Transportation Planning Agency	\$9,176	16%
Nevada County Transportation Commission	\$5,735	10%
Sacramento Area Council of Governments	\$9,176	16%
Capitol Corridor Joint Power Authority	\$9,176	16%
Washoe County Regional Transportation Commission	\$9,176	16%
Placer County	\$9,176	16%
Tahoe Regional Planning Agency	\$5,735	10%

## **Schedule**

PCTPA work will begin in September 2022 and be completed during FY 2022/2023.

A Project Development Team (PDT) consisting of partner agencies will be formed and meet on as needed basis, with a kick-off meeting to occur in September 2022.



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 4.8**

From: Dale Keller, P.E., Director of Engineering

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**RECOMMENDED ACTION**

Approve a contract with Wood Rodgers, Inc., to provide preliminary Design and NEPA services, and optional final design and engineering during construction services for the South Virginia Street Bus Only Lane from Moana Lane to north of Gentry Way in an amount not-to-exceed \$2,431,975.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Wood Rodgers, Inc., is for preliminary engineering and NEPA services for the South Virginia Street Bus Only Lane from Moana Lane to north of Gentry Way project in the amount of \$708,380 and optional final design and engineering during construction services in the amount of \$1,723,595. The project includes the restriping of South Virginia Street from Moana Lane to approximately 800 feet north of Gentry Way to include a northbound bus only lane. The project will also include rehabilitation of the asphalt pavement roadway, sidewalk modifications, signal improvements, a new bus rapid transit (BRT) structure southbound near the Peppermill Casino, and modifications and updates to other BRT stations along the Virginia Line BRT route.

Wood Rogers, Inc., was selected from the RTC Request for Proposals No. RTC 22-10 as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of Wood Rogers, Inc., scope, schedule and budget indicated the amount for design services is within the appropriated budget.

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget.

**PREVIOUS BOARD ACTION**

February 18, 2022                      Approved the Request for Proposals advertisement for the selection of a consultant to provide preliminary design, environmental analysis, final design and construction management services.

**ATTACHMENT(S)**

- A. Professional Services Agreement

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Design, Environmental and Construction Management Services in connection with the South Virginia Bus Only Lane and BRT 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 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

responsibility of supplying all items and details required for the deliverables required hereunder.

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

<u>Phase 1 Services</u> (Tasks 1 through 4 – Public Agency Involvement through Preliminary Design and NEPA Environmental	\$708,380
<u>Phase 2 Optional Services</u> (Task 5 – Final Design)	\$494,955
<u>Phase 2 Optional Services</u> (Task 6 – Design Contingency)	\$50,000.00
<u>Phase 3 Optional Services</u> (Task 7 & 8 – Bidding and Construction Services)	\$1,128,640
<u>Phase 3 Optional Services</u> (Task 9 – Construction Contingency)	\$50,000.00

Total Not-to-Exceed Amount

\$2,431,975.00

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

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

## ARTICLE 6 - OWNERSHIP OF WORK

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and



applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.

- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

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

ARTICLE 13 - NOTICE

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

RTC:                                Jeff Wilbrecht, PE  
  RTC Project Manager  
  Regional Transportation Commission  
  1105 Terminal Way  
  Reno, Nevada 89502  
  (775) 335-1872

CONSULTANT:                Mike Davidson, PE  
  Principal  
  Wood Rodgers, Inc.  
  1361 Corporate Boulevard  
  Reno, Nevada 89502  
  (775) 823-4064

## ARTICLE 14 - DELAYS IN PERFORMANCE

### 14.1. TIME IS OF THE ESSENCE

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

### 14.2. UNAVOIDABLE DELAYS

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

### 14.3. NOTIFICATION OF DELAYS

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

### 14.4. REQUEST FOR EXTENSION

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

## ARTICLE 15 - GENERAL PROVISIONS

### 15.1. SUCCESSORS AND ASSIGNS

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

it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

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

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By: \_\_\_\_\_  
Bill Thomas, AICP, Executive Director

WOOD RODGERS, INC.

By: \_\_\_\_\_  
Mark Casey, PE, Vice President

**Exhibit A**

Scope of Services

SAMPLE

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FOR THE**  
**SOUTH VIRGINIA BUS ONLY LANE AND BRT PROJECT**  
**RTC Project Number 0611003**

**SCOPE OF SERVICES**

This will generally consist of the following tasks:

Preliminary Design, National Environmental Policy Act (NEPA) Environmental Processing, Final Design and Construction Management of the Northbound Bus Only Lane Project (Project). The preliminary design phase of the Project is anticipated to include preliminary design of approximately 0.4 miles of South Virginia Street from Moana Lane to the main Peppermill Casino entrance, followed by an environmental analysis of the Project to fulfill the requirements of an FTA NEPA Categorical Exclusion (CE). Final design is planned to build upon the preliminary design which is anticipated to include lane reconfigurations, one proposed bus rapid transit (BRT) station, pavement section reconstruction, sidewalk, curb and gutter reconstruction to accommodate proposed lane reconfigurations, platform adjustments at seven (7) existing BRT stations and other incidentals necessary for a complete design of the Project. Partial right-of-way acquisitions and/or easements are anticipated to accommodate the proposed northbound bus only lane and utility relocations and reconnections.

**PHASE 1 SERVICES**

**1. PUBLIC AND AGENCY INVOLVEMENT**

**1.1 Grant Modification Assistance**

It is anticipated that the RTC will prepare a White Paper to provide justification to the FTA for modification of funding for the Project. CONSULTANT will assist the RTC Project Manager with preparation of the White Paper, which the RTC will submit to the FTA for review and approval. This assistance will take place from the beginning of the Project until approval of the grant amendment from FTA.

Deliverables – Assistance with the Grant Modification White Paper.

**1.2 Federal Transit Administration Coordination**

It is anticipated that coordination with the FTA will be on-going throughout the design phase of the Project. The CONSULTANT will assist the RTC Project Manager with the following FTA coordination related tasks:

a. Project Management Plan Preparation

In coordination with the RTC Project Manager, CONSULTANT will prepare a



Project Management Plan in accordance with current FTA requirements 49CFR part 633.21 including all necessary sections as required in 49CFR part 633.25. Items to be discussed in the Project Management Plan will include the following:

- Staff Organization
- Budget
- Project Schedule
- Document Control
- Change Order Procedures
- Organizational Structure
- Quality Control and Quality Assurance
- Materials Testing Procedures
- Internal Plan Implementation Procedures
- Operational Testing Procedures
- Periodic Project Management Plan Updates
- Commitment to Submit Project Budget and Schedules Quarterly
- Safety and Security Management
- Management of Risk, Contingencies and Insurance

CONSULTANT will prepare the Project Management Plan at the beginning of the Project and will be submitted to the FTA for review and acceptance. The Project Management Plan is anticipated to be a living document with limited revisions/updates needed throughout the design phase of the Project.

b. Project Management Oversight Contractor (PMOC) Meetings

The PMOC will facilitate meetings throughout the life of the Project to discuss its progress. CONSULTANT will attend meetings monthly until completion of the grant amendment, then CONSULTANT's attendance will change to quarterly for the remainder of the Project. CONSULTANT will provide up to two (2) staff members to attend up to five (5) monthly PMOC meetings and up to eight (8) quarterly PMOC meetings.

Deliverables –Project Management Plan along with periodic updates up to the start of construction and attendance at a total of thirteen (13) meetings.

### **1.3 Public Information Meetings**

Public Information Meeting will be held once during preliminary design and once again before construction with the property owners adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. CONSULTANT will provide addressed post cards (anticipated to include properties

within 500-feet of the project area) to RTC for mailing (RTC will pay postage separately). CONSULTANT will perform email of post card notifications as necessary. CONSULTANT will provide the RTC Project Manager with meeting materials for their use during Public Meetings. CONSULTANT will assist RTC in promoting public meetings on social media. CONSULTANT will provide up to two (2) staff members to attend up to two (2) public meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (2) meetings.

#### **1.4 City of Reno Neighborhood Advisory Board (NAB) Meetings**

The Project will be presented by the RTC Project Manager at City of Reno NAB meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with presentation materials for their use during City of Reno NAB meetings. CONSULTANT will provide up to two (2) staff members to attend up to two (2) NAB meetings to assist with responding to questions from attendees.

Deliverables – Meeting materials and attendance at (2) meetings.

#### **1.5 City of Reno City Council Meetings**

The Project will be presented by the RTC Project Manager at City of Reno City Council meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during City of Reno City Council meetings. CONSULTANT will provide up to two (2) staff members to attend up to two (2) City Council meetings to assist with responding to questions from the City Council.

Deliverables – Meeting materials and attendance at (2) meetings.

#### **1.6 RTC Board Meetings**

The Project will be presented by the RTC Project Manager at RTC Board meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during RTC Board meetings. CONSULTANT will provide up to two (2) staff members to attend up to two (2) Board meetings to assist with responding to questions from the Board members.

Deliverables – Meeting materials and attendance at (2) meetings.

## **1.7 Utility Design Coordination Meetings**

CONSULTANT will facilitate Joint Utility Design Coordination Meetings with all utility providers affected by the Project. Utility Design Coordination Meetings will take place from the completion of Preliminary Plans phase to the completion of the Final Design phase and is anticipated to include approximately twelve (12) meetings. CONSULTANT will prepare and distribute meeting minutes for each meeting.

Deliverables – Meeting materials, minutes, and facilitation of (12) meetings.

## **2. INVESTIGATION OF EXISTING CONDITIONS**

### **2.1 Condition Survey**

CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling.

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current PROWAG standards.

### **2.2 Traffic Data**

Traffic data is needed to estimate the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. CONSULTANT will provide 48-hour traffic counts to verify current ADT, truck/bus classifications and percentages and use future growth estimates for developing planned future traffic. The CONSULTANT will also review accident data for possible safety problem areas and provide recommendations.

Deliverables – Existing Traffic Data, Traffic Growth rates, Proposed Traffic Data and Traffic Safety review.

### **2.3 Topographic Survey**

CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery. Ground control and photo identification points will be established and measured. One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and

will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measured and displayed for sewer and storm drain structures.

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, help to identify utility facilities and provide spot elevations on hardscape tie areas.

## **2.4 Geotechnical Investigation**

CONSULTANT will prepare and submit a traffic control plan and encroachment permit application to the City of Reno. Traffic control will be provided during all phases of exploration performed within and adjacent to the active roadways.

Exploration. CONSULTANT will advance five (5) to six (6) auger borings along South Virginia Street between the Moana Lane intersection and the main Peppermill driveway at approximately 500 to 600-foot spacings. Borings will be advanced with a CME-55 conventional drill rig equipped with flight augers and will extend to at least 3-feet below the existing structural section for the pavement borings and at least 10-feet below the existing ground surface at the boring nearest the proposed transit station. Each boring will be logged by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy). Samples of the subgrade soils will be obtained for laboratory testing of soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), moisture-density relationship (ASTM D1557), and R-Value (ASTM D2844). Corrosion testing will also be performed to assess the site soils' effect on concrete and steel elements. Explorations will be backfilled immediately after advance with the readily available site soils and/or pea gravel. Rapid set high strength grout will be used to backfill the pavement portion of the structural section. In addition to the borings, five (5) to six (6) asphalt concrete cores will be collected in line with the borings, but in the opposite lane, to better verify pavement thicknesses throughout the project area. A geophysical shear wave velocity survey will be performed in the area of the proposed transit station using the refraction microtremor method (ReMi). The shear wave velocity survey will be relied upon for the development of geotechnical design characterization of soil stiffness and determination of an appropriate Site Classification (ASCE 7-16).

Laboratory. CONSULTANT will perform laboratory tests on selected samples. Laboratory testing will consist of tests for:

- Gradation (5-6)
- Moisture Content (5-6)
- Atterberg Limit (5-6)

- Moisture-Density Relationship (5-6)
- R-Value (5-6)
- Chemical testing will be performed on approximately two subgrade samples for pH, resistivity, redox potential, soluble sulfates, sulfides and chlorides.

Report. CONSULTANT will provide a summary table of measured pavement sections and a summary table of laboratory test results with Resilient Modulus (Mr) values calculated using the protocol presented in RTC's draft Structural Design Guide for Flexible Pavement (Feb. 2021). Logs of Test Borings and laboratory test results will also be provided. Site preparation, grading, and structural recommendations will be provided for the new transit station structure.

Deliverables – Geotechnical Investigation Report.

## **2.5 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 4, 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 4, 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 ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitate meetings, review utility's design/cost for incorporation into a

reimbursement agreement and/or incorporate the utility work into the RTC plans.

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

## **2.6 Utility Potholing**

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably affected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

## **2.7 Pavement Design**

CONSULTANT will identify feasible pavement widening and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:

### Widening Limits

- AC paving with a variety of Base Courses
- PCC paving with a variety of Base Courses

### Reconstruction Limits

- Full-depth patching
- Mill and fill
- Roadbed modification
- AC paving
- PCC paving
- Overlay

CONSULTANT will prepare a separate pavement design utilizing the RTC's draft Structural Design Guide for Flexible Pavement (Feb. 2021).

Deliverables – Pavement Design.

## **2.8 Right of Way Mapping**

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.

It is estimated approximately fifteen (15) parcels will require permanent and/or

temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 15 individual parcels. This will include property record research, obtaining title reports, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data and boundary resolution based upon field findings.

Deliverables – Approximate existing roadway Right of Way shown on Plans for entire project, Title Reports and resolved Property Boundary for approximately fifteen (15) parcels.

## **2.9 Right of Way Engineering Services**

CONSULTANT will determine easement and/or Right-of-Way acquisition boundaries and prepare legal descriptions and exhibit maps for the parcels discussed in Section 3.8 Right of Way Mapping. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

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

Deliverables –Exhibit Maps and Legal Descriptions for easements/acquisitions on each parcel.

## **3. PRELIMINARY DESIGN**

### **3.1 Preliminary Roadway Design (30% Design)**

CONSULTANT will prepare and submit for review up to two (2) conceptual alternatives for the proposed roadway reconfiguration. Alternatives will layout the roadway reconfiguration including the additional northbound bus only lane, and will take into consideration lane widths, curb & gutter alignment, sidewalks, driveways pedestrian ramps, utilities, one new BRT station, bus and other large traffic turning movements, available Right-of-Way and physical constraints of the project area. Each alternate will be developed into a strip map type exhibit that will be provided to the RTC and City of Reno for review and comment. CONSULTANT will prepare for and attend two (2) in-person meetings with RTC, City of Reno and others as appropriate to discuss the design alternative layouts.

Upon determination of the RTC and City of Reno's preferred alternative, the CONSULTANT will prepare Preliminary Design Plans (30% Design) that will be suitable for RTC and City of Reno review and provide a basis of design sufficient for the NEPA environmental processing task. The Preliminary Plans will be on 22" x 34" size sheets and are anticipated to include the following sheets:

- Cover Sheet
- Preliminary Roadway Plan & Profiles
- Preliminary Striping Plans
- Preliminary Traffic Signal Modification Plans
- Preliminary Electrical Plans
- Preliminary Architectural Plans
- Preliminary Structural Plans
- Preliminary BRT Modifications Plans

Preliminary Roadway Plan & Profiles and Striping Plans: These Plans will include preliminary plan & profile layouts for curb and gutter, sidewalk, pedestrian ramps, median islands, utilities and striping plan layout for lane reconfigurations.

Preliminary Traffic Signal Modification Plans: These Plans will include preliminary design for traffic signal modifications at the Moana Lane, Gentry Way, and main Peppermill driveway intersections, as well as transit signal prioritization and signal interconnect modifications.

Preliminary Electrical Plans: These Plans will include preliminary electrical design for converting existing overhead utility lines to underground, street lighting, and electrical requirements for the new BRT station. Approximately 10 buildings are served overhead and a site visit will be performed to investigate buildings during preliminary design to determine requirements for them to be fed from underground.

Preliminary Architectural Plans: These Plans will include preliminary architectural design for the new BRT station, which is planned to mimic the recently constructed Park Lane BRT station.

Preliminary Structural Plans: These Plans will include preliminary structural design in support of the new BRT station canopy structure.

Preliminary BRT Modifications Plans: These Plans will include the preliminary design to lower the existing platform heights at seven (7) BRT stations, including site plans for proposed demolition and improvements, architectural modifications, structural modifications and minor electrical modifications.

CONSULTANT will prepare a preliminary construction cost estimate for the RTC's preferred alternative.

CONSULTANT will identify the Right-of-Way needs (if any) for the preferred alternative and prepare conceptual construction cost estimates for each alternative. Right-of-Way needs are anticipated to be a combination of partial property acquisitions, public utility easements, permanent easements and/or temporary construction easements. CONSULTANT will prepare an exhibit describing the



preliminary Right-of-Way needs for the Project.

CONSULTANT will prepare a drainage analysis to determine the impacts resulting from the changes to the locations of the curb and gutter associated with the new lane configurations along South Virginia Street within the Project limits. Drainage will be reviewed and recommendations made to improve any drainage deficiencies.

CONSULTANT will meet monthly with the RTC Project Manager throughout the duration of Preliminary Design to discuss the progress of the Project. The CONSULTANT will prepare meeting agendas prior to each meeting and prepare meeting minutes following each meeting.

Deliverables – Two (2) Conceptual Alternatives Strip Maps submitted to RTC and City of Reno, Preliminary Plans (30% Design) submitted to RTC and City of Reno, Preliminary Construction Cost Estimate submitted to RTC, Preliminary Right-of-Way Exhibit submitted to RTC, Drainage Report submitted to RTC and City of Reno, attendance to monthly meetings and preparation of meeting agendas and minutes.

#### **4. NEPA ENVIRONMENTAL PROCESSING**

##### **4.1 Federal Transit Administration NEPA CE Checklist**

CONSULTANT will provide environmental analysis and compile all research, analysis, and documentation necessary to complete an FTA NEPA Categorical Exclusion (CE) Checklist for the Project. The CE Checklist will include a detailed project description and environmental study area, as well as discussion sections and analysis for the following environmental considerations:

- Air Quality and AQ Conformity
- Land Use and Zoning
- Traffic Impacts
- Cultural and Historic Resources
- Visual Quality
- Noise and Vibration
- ROW Acquisitions and Relocations
- Hazardous Materials
- Community Impacts
- Environmental Justice
- Parkland and Recreational Facilities
- Biological and Wetland Resources
- Water Quality
- Safety and Security
- Construction Impacts

Early research indicates the project would not result in any substantial environmental impacts and appears to be Categorically Excluded from further NEPA analysis under

771.118 subsection 3 and 5. While most of the topics above clearly would have no potential for impacts, some will require analysis and documentation in the checklist outlining why no impacts would occur, or why specific avoidance and minimization measures or best management practices are necessary to reduce potential environmental impacts. CONSULTANT's environmental staff will coordinate with RTC, FTA and PMOC staff to review and ultimately approve the NEPA CE Checklist.

Deliverables - FTA NEPA Categorical Exclusion Checklist.

#### **4.2 Phase 1 Initial Site Assessment (ISA)**

CONSULTANT will perform database research, review historic aerial photos, and perform a pedestrian survey of the project area. These efforts will help to identify any existing hazards or hazardous materials in the vicinity. The ISA will also evaluate the potential for impacts to the Site (i.e., levels of hazardous substances and/or petroleum products warranting regulatory cleanup action) from the presence of hazardous materials/wastes on, or within, the vicinity of the Site. For the purposes of this ISA, the "vicinity" of either Site is defined as properties located on or adjacent to the Site. Physical testing of soils or materials on-site is not included in this scope of work; if the ISA recommends additional testing, these services can be contracted through a separate agreement.

Deliverables - Draft and Final Phase 1 Initial Site Assessment.

#### **4.3 Cultural Resources Report**

CONSULTANT will prepare a Cultural Resources Report for review and concurrence by the State Historic Preservation Office (SHPO). This will include the following tasks:

- a. Area of Potential Effects (APE) consultation with FTA and SHPO and desktop review of known resources through the NVCRIS cultural resource database within the Project area.
- b. Field reconnaissance and documentation of historic architectural resources immediately adjacent to the proposed improvements. Based on an initial review of known and potential resources, it is anticipated that no more than 12 resources will require documentation.
- c. Architectural assessment report prepared for FTA detailing the results of the architectural reconnaissance survey in the indirect APE. This report will include an appropriate historic context, individual National Register evaluations for resources in the study area and an assessment of the project effects to those resources.

- d. A plan for archaeological monitoring of subsurface excavations during construction will be prepared. The monitoring plan will also include a plan for unanticipated discoveries.

Deliverables – Cultural Resources Report.

## **PHASE 2 SERVICES (OPTIONAL)**

### **5. FINAL DESIGN (OPTIONAL)**

#### **5.1 Prepare Final Plans and Specifications (Optional)**

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, R/W lines, cross-sections and construction/slope limits. The final plan set is anticipated to include approximately the following sheets:

- Cover Sheet
- Notes, Legend and Abbreviations Sheet
- Horizontal Control
- Demolitions Plans (at 1"=20' scale)
- Plan/Profile Sheets (at 1"=20' scale)
- Grading/Drainage Plans
- Signing and Striping Plan Sheets (at 1"=20' scale)
- Traffic Signal Modification Sheets
- Lighting Plans
- Electrical Plans
- Architectural Plans
- Structural Plans
- 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."

- a. Traffic Signal Modification Design: The traffic signal modification design will build upon the preliminary traffic signal modifications design provided in Section 4.1, and will include detailed plans, specifications and estimates. Details will include, but are not limited to, signal pole design, pedestrian push buttons, locations with respect to proposed pedestrian ramps and coordination with electrical design for power supply.
- b. Electrical Design: The electrical design will build upon the preliminary electrical design provided in Section 4.1, and will include detailed plans, specifications and estimates. Details will include, but are not limited to, coordination with dry utility companies, detailed design of building reconnections, new BRT station lighting, controls, power supply and branch circuitry, traffic signal power supplies and associated calculations.
- c. Architectural Design: The architectural design will build upon the preliminary architectural design provided in Section 4.1 and will include detailed plans, specifications and estimates. Details will include, but are not limited to, detailed elevations and sections, material specifications and modifications to existing BRT stations including adjustments to existing furniture and required repairs to the existing exposed structure.
- d. Structural Design: The structural design will build upon the preliminary structural design provided in Section 4.1 and will include detailed plans, specifications and estimates. Details will include, but are not limited to, section details, structural calculations and modifications to existing BRT stations including sawcutting details for the existing foundation and patching details.

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, Electrical Engineer, Structural Engineer and Architect in responsible charge of preparation of each section of the plans and specifications. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 60%, 90% and 100% stages of completion per the following:

- 60% & 90% Plans – One 11”x17” set to RTC, six 11”x17” sets to City of Reno, and one 11”x17” set each to utility agencies.
- 90% Specifications – One set each to RTC and City of Reno
- 100% Plans – One 11”x17” each to RTC and City of Reno
- 100% Specifications – One set each to RTC and City of Reno

The CONSULTANT will submit to the City of Reno Building Department For the proposed BRT station and the modifications to existing BRT stations to initiate the

Grading/Site Improvement Permit process at the 90% stage of completion.

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.

CONSULTANT will meet monthly with the RTC Project Manager throughout the duration of Final Design to discuss the progress of the Project. The CONSULTANT will prepare meeting agendas prior to each meeting and prepare meeting minutes following each meeting.

Deliverables – Final Plans and Specifications delivered to the RTC, City of Reno and Utilities, attendance to monthly meetings and preparation of meeting agendas and minutes.

## **5.2 Final Engineer's Opinion of Probable Construction Costs and Time (Optional)**

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.

Deliverables – Opinion of Probable cost and time of construction.

## **6. DESIGN CONTINGENCY (OPTIONAL)**

This is a design contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

## **PHASE 3 SERVICES (OPTIONAL)**

### **7. BIDDING SERVICES (OPTIONAL)**

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.

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.

**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.

Deliverables – Attendance at Pre-Bid meeting and Bid Opening, bid review.

## **8. CONSTRUCTION MANAGEMENT (OPTIONAL)**

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. At this time, the budget for these services is prepared based upon a Roadbed Modification with Asphalt Concrete pavement surface with a contract duration of 220 Working Days. Should this be changed during the design process, this fee will be adjusted as appropriate.

### **8.A. Provide Contract Administration (Optional)**

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

### **8.B. Federal Transit Administration Coordination (Optional)**

It is anticipated that coordination with the FTA will be on-going throughout the Construction phase of the Project. The CONSULTANT will assist the RTC Project Manager with FTA coordination related tasks as may be necessary within the allowable budget.

### **8.C. Provide Construction Surveying (Optional)**

Provide construction staking as follows:

- One set of stakes for demolition limits.
- 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.
- One set of foundation stakes for the transit station structure.
- Roadway monuments, referenced in four directions.

### **8.D. Provide Inspection (Optional)**

Provide Inspector. Provide one full time inspector during all construction activities. 10-hour workdays and a 200 working day contract period with a winter shutdown is anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

### **8.E. Provide Materials Testing (Optional)**

- a. 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).

- b. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.
- c. 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.
- d. 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. 750 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.
- e. 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.
- f. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
- g. 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.

#### **8.F. Record Information (Optional)**

Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file electronic PDF format (22" x 34" at 300 dpi), 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:

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

#### **9. CONSTRUCTION MANAGEMENT CONTINGENCY (OPTIONAL)**

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 8. 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.

**PRELIMINARY PROJECT SCHEDULE****South Virginia Bus Only Lane and BRT Project**

<b>Milestone</b>	<b>Timeline</b>	<b>Duration</b>
<b>RTC Board Approval</b>	August 2022	
<b>PRELIMINARY INVESTIGATION AND PRELIMINARY DESIGN</b>		
<b>Grant Modification Assistance</b>	3 <sup>rd</sup> Quarter 2022	3 months
<b>Project Management Plan Preparation</b>	3 <sup>rd</sup> Quarter 2022 – 4 <sup>th</sup> Quarter 2022	5 months
<b>Existing Topography</b>	3 <sup>rd</sup> Quarter 2022	2 months
<b>Geotechnical Investigation</b>	3 <sup>rd</sup> Quarter 2022	2 months
<b>Preliminary Design</b>	3 <sup>rd</sup> Quarter 2022 – 4 <sup>th</sup> Quarter 2022	4 months
<b>NEPA ENVIRONMENTAL PROCESSING</b>		
<b>NEPA Environmental</b>	1 <sup>st</sup> Quarter 2023 – 3 <sup>rd</sup> Quarter 2023	6 months
<b>FINAL DESIGN AND RIGHT-OF-WAY ACQUISITIONS</b>		
<b>60% Plans &amp; Estimate</b>	1 <sup>st</sup> Quarter 2023 – 2 <sup>nd</sup> Quarter 2023	5 months
<b>RTC/City 60% Review</b>	2 <sup>nd</sup> Quarter 2023 – 3 <sup>rd</sup> Quarter 2023	2 months
<b>Right-of-Way Engineering</b>	2 <sup>nd</sup> Quarter 2023 - 3 <sup>rd</sup> Quarter 2023	2 months
<b>Right-of-Way Acquisitions</b>	3 <sup>rd</sup> Quarter 2023 - 3 <sup>rd</sup> Quarter 2024	12 months
<b>90% PS&amp;E</b>	3 <sup>rd</sup> Quarter 2023 – 4 <sup>th</sup> Quarter 2023	2 months
<b>RTC/City 90% Review</b>	4 <sup>th</sup> Quarter 2023	2 months
<b>100% PS&amp;E</b>	1 <sup>st</sup> Quarter 2024	2 months
<b>RTC/City 100% Review</b>	1 <sup>st</sup> Quarter 2024 – 2 <sup>nd</sup> Quarter 2024	2 months
<b>Bid Docs to RTC</b>	2 <sup>nd</sup> Quarter 2024	1 month
<b>Advertise &amp; Bid Opening</b>	3 <sup>rd</sup> Quarter 2024	2 months
<b>CONSTRUCTION</b>		
<b>Construction Duration</b>	3 <sup>rd</sup> Quarter 2024 – 4 <sup>th</sup> Quarter 2025	18 months

**Exhibit B**

Compensation

SAMPLE

**South Virginia Bus Only Lane and BRT Project  
Exhibit B  
Cost of Services**

Sub Task #	Sub Task	Item No.	Sub Task Description	Staff																		Totals							
				Principal Engineer II			Proj. Mgr./Senior Eng. I/Senior Surveyor I			Engineer II/Proj. Planner I/Proj. Surveyor			Senior CAD Technician II/Surveyor II			Survey Crew			Technician			Clerical			Other Direct	Subconsultant	# 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	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Cost	Cost			
1	Public and Agency Involvement (Phase 1 Services)	1.1	Grant Modification Assistance	\$ 250.00	80	\$ 20,000.00	\$ 220.00	20	\$ 4,400.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	10	\$ 1,100.00	\$ -	\$ -	110	\$ 25,500.00	
		1.2	Federal Transit Administration Coordination	\$ 250.00	347	\$ 86,750.00	\$ 220.00	134	\$ 29,480.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	34	\$ 3,740.00	\$ -	\$ -	515	\$ 119,970.00	
		1.3	Public Information Meetings	\$ 250.00	16	\$ 4,000.00	\$ 220.00	16	\$ 3,520.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00	32	\$ 4,160.00	\$ 110.00	8	\$ 880.00	\$ 2,000.00	\$ -	72	\$ 14,560.00	
		1.4	City of Reno NAB Meetings	\$ 250.00	8	\$ 2,000.00	\$ 220.00	8	\$ 1,760.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00	4	\$ 520.00	\$ 110.00	2	\$ 220.00	\$ -	\$ -	22	\$ 4,500.00	
		1.5	City of Reno City Council Meetings	\$ 250.00	8	\$ 2,000.00	\$ 220.00	8	\$ 1,760.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00	4	\$ 520.00	\$ 110.00	2	\$ 220.00	\$ -	\$ -	22	\$ 4,500.00	
		1.6	RTC Board Meetings	\$ 250.00	8	\$ 2,000.00	\$ 220.00	8	\$ 1,760.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00	4	\$ 520.00	\$ 110.00	2	\$ 220.00	\$ -	\$ -	22	\$ 4,500.00	
		1.7	Utility Design Coordination Meetings	\$ 250.00	12	\$ 3,000.00	\$ 220.00	48	\$ 10,560.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00	4	\$ 520.00	\$ 110.00	2	\$ 220.00	\$ -	\$ -	66	\$ 14,300.00	
Sub-Totals					479	\$ 119,750.00		242	\$ 53,240.00		0	\$ -		0	\$ -		0	\$ -		48	\$ 6,240.00		60	\$ 6,600.00	\$ 2,000.00	\$ -	829	\$ 187,830.00	
2	Investigation of Existing Conditions (Phase 1 Services)	2.1	Condition Survey	\$ 250.00		\$ -	\$ 220.00	8	\$ 1,760.00	\$ 165.00	16	\$ 2,640.00	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ -	24	\$ 4,400.00	
		2.2	Traffic Data	\$ 250.00		\$ -	\$ 220.00	8	\$ 1,760.00	\$ 165.00	8	\$ 1,320.00	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ 1,500.00	16	\$ 4,580.00	
		2.3	Topographic Survey	\$ 235.00	1	\$ 235.00	\$ 210.00	4	\$ 840.00	\$ 180.00	4	\$ 720.00	\$ 165.00	88	\$ 14,520.00	\$ 215.00	100	\$ 21,500.00	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ 10,000.00	197	\$ 47,815.00	
		2.4	Geotechnical Investigation	\$ 235.00	3	\$ 705.00	\$ 210.00	14	\$ 2,940.00	\$ 130.00	60	\$ 7,800.00	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	3	\$ 330.00	\$ 4,300.00	\$ 19,000.00	80	\$ 35,075.00	
		2.5	Utility Investigation/Depiction	\$ 250.00	1	\$ 250.00	\$ 220.00	16	\$ 3,520.00	\$ 165.00	60	\$ 9,900.00	\$ 155.00	40	\$ 6,200.00	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	4	\$ 440.00	\$ -	\$ -	121	\$ 20,310.00	
		2.6	Utility Potholing	\$ 250.00		\$ -	\$ 220.00	2	\$ 440.00	\$ 165.00	12	\$ 1,980.00	\$ 155.00	8	\$ 1,240.00	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	2	\$ 220.00	\$ -	\$ 30,000.00	24	\$ 33,880.00	
		2.7	Pavement Design	\$ 250.00	1	\$ 250.00	\$ 220.00	24	\$ 5,280.00	\$ 165.00	24	\$ 3,960.00	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	2	\$ 220.00	\$ -	\$ -	51	\$ 9,710.00	
		2.8	Right of Way Mapping	\$ 235.00		\$ -	\$ 210.00	40	\$ 8,400.00	\$ 180.00	4	\$ 720.00	\$ 165.00	100	\$ 16,500.00	\$ 215.00	40	\$ 8,600.00	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ 15,000.00	\$ -	184	\$ 49,220.00	
		2.9	Right of Way Engineering Services	\$ 235.00	40	\$ 9,400.00	\$ 210.00	10	\$ 2,100.00	\$ 180.00	30	\$ 5,400.00	\$ 165.00	100	\$ 16,500.00	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	40	\$ 4,400.00	\$ -	\$ -	220	\$ 37,800.00	
Sub-Totals					46	\$ 10,840.00		126	\$ 27,040.00		218	\$ 34,440.00		336	\$ 54,960.00		140	\$ 30,100.00		0	\$ -		51	\$ 5,610.00	\$ 19,300.00	\$ 60,500.00	917	\$ 242,790.00	
3	Preliminary Design (Phase 1 Services)	3.1	Preliminary Roadway Design	\$ 250.00	10	\$ 2,500.00	\$ 220.00	98	\$ 21,560.00	\$ 165.00	224	\$ 36,960.00	\$ 155.00	144	\$ 22,320.00	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ 127,000.00	476	\$ 210,340.00	
		Sub-Totals					10	\$ 2,500.00		98	\$ 21,560.00		224	\$ 36,960.00		144	\$ 22,320.00		0	\$ -		0	\$ -		0	\$ -	\$ 127,000.00	476	\$ 210,340.00
4	NEPA Environmental Processing (Phase 1 Services)	4.1	FTA NEPA CE Checklist	\$ 250.00	8	\$ 2,000.00	\$ 210.00	72	\$ 15,120.00	\$ 180.00	84	\$ 15,120.00	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ -	164	\$ 32,240.00	
		4.2	Phase 1 Initial Site Assessment	\$ 250.00		\$ -	\$ 210.00	24	\$ 5,040.00	\$ 180.00	32	\$ 5,760.00	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ -	56	\$ 10,800.00	
		4.3	Cultural Resources Report	\$ 250.00		\$ -	\$ 210.00	8	\$ 1,680.00	\$ 180.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ 22,700.00	8	\$ 24,380.00	
		Sub-Totals					8	\$ 2,000.00		104	\$ 21,840.00		116	\$ 20,880.00		0	\$ -		0	\$ -		0	\$ -		0	\$ -	\$ 22,700.00	228	\$ 67,420.00
5	Final Design (Optional) (Phase 2 Services)	5.1	Prepare Final Plans and Specifications	\$ 250.00	26	\$ 6,500.00	\$ 220.00	184	\$ 40,480.00	\$ 165.00	570	\$ 94,050.00	\$ 155.00	631	\$ 97,805.00	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ -	1411	\$ 238,835.00	
		5.1a	Traffic Signal Modification Design	\$ 250.00		\$ -	\$ 220.00	4	\$ 880.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	8	\$ 880.00	\$ -	\$ 49,500.00	12	\$ 51,260.00	
		5.1b	Electrical Design	\$ 250.00		\$ -	\$ 220.00	4	\$ 880.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	8	\$ 880.00	\$ -	\$ 60,000.00	12	\$ 61,760.00	
		5.1c	Architectural Design	\$ 250.00		\$ -	\$ 220.00	4	\$ 880.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	8	\$ 880.00	\$ -	\$ 103,000.00	12	\$ 104,760.00	
		5.1d	Structural Design	\$ 250.00		\$ -	\$ 220.00	4	\$ 880.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	8	\$ 880.00	\$ -	\$ 28,600.00	12	\$ 30,360.00	
		5.2	Final Engineer's Opinion of Probable Costs	\$ 250.00	2	\$ 500.00	\$ 220.00	4	\$ 880.00	\$ 165.00	40	\$ 6,600.00	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ -	46	\$ 7,980.00	
Sub-Totals					28	\$ 7,000.00		204	\$ 44,880.00		610	\$ 100,650.00		631	\$ 97,805.00		0	\$ -		0	\$ -		32	\$ 3,520.00	\$ 0	\$ 241,100.00	1505	\$ 494,955.00	
6	Design Contingency (Optional) (Phase 2 Services)	7.1	Design Contingency																						\$ 50,000.00	\$ -	0	\$ 50,000.00	
		Sub-Totals					0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -	\$ 50,000.00	\$ -	0
7	Bidding Services (Optional) (Phase 3 Services)	6.1	Bidding Services	\$ 250.00		\$ -	\$ 220.00	16	\$ 3,520.00	\$ 165.00	24	\$ 3,960.00	\$ 155.00	16	\$ 2,480.00	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	2	\$ 220.00	\$ -	\$ -	58	\$ 10,180.00	
		Sub-Totals					0	\$ -		16	\$ 3,520.00		24	\$ 3,960.00		16	\$ 2,480.00		0	\$ -		0	\$ -		2	\$ 220.00	\$ -	\$ -	58
8	Construction Services (Optional) (Phase 3 Services)	8.A	Provide Contract Administration	\$ 250.00	80	\$ 20,000.00	\$ 220.00	480	\$ 105,600.00	\$ 165.00	1000	\$ 165,000.00	\$ 155.00	40	\$ 6,200.00	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	40	\$ 4,400.00	\$ -	\$ 81,400.00	1640	\$ 382,600.00	
		8.B	FTA Coordination	\$ 235.00	100	\$ 23,500.00	\$ 210.00	100	\$ 21,000.00	\$ 165.00		\$ -	\$ 155.00	70	\$ 10,850.00	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00	40	\$ 4,400.00	\$ -	\$ -	310	\$ 59,750.00	
		8.C	Provide Construction Surveying	\$ 235.00		\$ -	\$ 210.00	80	\$ 16,800.00	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 130.00		\$ -	\$ 110.00		\$ -	\$ -	\$ -	280	\$ 59,800.00	
		8.D	Provide Inspection	\$ 235.00		\$ -	\$ 200.00		\$ -	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 165.00	2000	\$ 330,000.00	\$ 110.00			\$ -	\$ -	2000	\$ 330,000.00	
		8.E.a	Materials Testing	\$ 235.00		\$ -	\$ 200.00		\$ -	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 125.00	800	\$ 100,000.00	\$ 110.00	120	\$ 13,200.00	\$ -	\$ -	920	\$ 113,200.00	
		8.E.b	Provide AC Plant Inspection and Testing	\$ 235.00		\$ -	\$ 200.00		\$ -	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 125.00	96	\$ 12,000.00	\$ 110.00			\$ -	\$ -	96	\$ 12,000.00	
		8.E.c	Provide Asphalt Cement Testing	\$ 235.00		\$ -	\$ 200.00		\$ -	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 125.00	96	\$ 12,000.00	\$ 110.00			\$ -	\$ -	96	\$ 12,000.00	
		8.E.d	Provide On-site Nuclear Gauge Testing	\$ 235.00		\$ -	\$ 200.00		\$ -	\$ 165.00		\$ -	\$ 155.00		\$ -	\$ 215.00		\$ -	\$ 125.00	750	\$ 93,750.00	\$ 110.00			\$ -	\$ 12,000.00	\$ -	750	\$ 105,750.00
		8.E.e	Provide Plantmix Bituminous Pavement Testing	\$ 235.00		\$ -	\$ 200.00		\$ -	\$ 165.00		\$ -	\$ 155.00																

**EXHIBIT "B"**



**FEE SCHEDULE**

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$250
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$235
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$220
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$210
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$200
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$180
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$155
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$130
Designer	\$90
Senior CAD Technician/Graphics Designer II	\$155
Senior CAD Technician/Graphics Designer I	\$145
CAD Technician/Graphics Designer	\$130
Project Coordinator	\$130
Administrative Assistant	\$110
Construction Manager	\$165
Senior Inspector II	\$145
Senior Inspector I	\$135
Inspector II	\$125
Inspector I	\$105
Senior Field Technician I	\$130
Field Technician II	\$110
Field Technician I	\$95
1 Person Survey Crew	\$165
2 Person Survey Crew	\$215
3 Person Survey Crew	\$280
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	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 58.5 cents per mile.



**Exhibit B LABORATORY TESTING SERVICES FEE SCHEDULE**

TEST SUMMARY	UNIT PRICE
<b>INDEX TESTS</b>	
Visual Classification (ASTM D2488)	
a) Standard	20.00
b) Shelby Tube	20.00
Moisture Content (ASTM D2216)	23.00
Moisture Content & Dry Density (ASTM D2937)	40.00
Atterberg Limits (ASTM D4318)	
a) Plastic Index	110.00
b) Non-plastic	75.00
Particle Size Analysis (D6913)	100.00
a) Comb. Bulk Sieve Analysis (ASTM D6913)	150.00
Specific Gravity and Absorption	
a) Soils (ASTM D854)	95.00
b) Coarse Aggregates (ASTM C127)	95.00
c) Fine Aggregates (ASTM C128)	95.00
Organic Content (ASTM D2974)	110.00
<b>MOISTURE-DENSITY RELATIONS</b>	
Laboratory Compaction Curve (ASTM D1557/D698)	
a) Method A or B (4-inch mold)	175.00
b) Method C (6-inch mold)	200.00
Modified or Standard Check Point (4 or 6-inch mold)	95.00
Oversized Particles Rock Correction (ASTM D4718)	75.00
Harvard Miniature (Nevada T101)	175.00
California Impact (CAL 216)	200.00
Resistance Value & Expansion Pressure (ASTM D2844)	255.00
R-Value Including Soil Amendment (ASTM D2844)	300.00
California Bearing Ratio, three point (ASTM D1883)	600.00
CBR Including Soil Amendment (ASTM D1883)	Quote
<b>AGGREGATE TESTS</b>	
Percent Passing No 200 Sieve (ASTM C117)	95.00
Sieve Analysis (ASTM C136)	100.00
Sand Equivalent (ASTM D2419)	100.00
Hydrometer & No. 10 Sieve (ASTM D 422)	250.00
Durability Index (ASTM D3744)	145.00
Cleanness Value (CAL 227 & 120)	130.00
Organic Impurities in Sand (ASTM D40)	65.00
Clay Lumps, per sieve fraction (ASTM C142)	90.00
Crushed Particles/Fractured Faces (ASTM D5821)	95.00
Sodium Soundness, per sieve fraction (ASTM C88)	95.00
Dry Rodded Unit Weight (ASTM C29)	65.00
L.A. Abrasion, minus 1½-inch (ASTM C131)	165.00
L.A. Abrasion, minus 3-inch (ASTM C535)	200.00



# WOOD RODGERS

## Exhibit B LABORATORY TESTING SERVICES FEE SCHEDULE

TEST SUMMARY	UNIT PRICE
<b>AGGREGATE TESTS (CONTINUED)</b>	
Lightweight Particles (ASTM C123)	170.00
Uncompacted Void Content (ASTM C1252)	75.00
Potential Alkali Reactivity (16 day) (ASTM C1260)	
a) Coarse Aggregate	800.00
b) Fine Aggregate	750.00
Potential Alkali Reactivity (1 year) (ASTM C1293)	
a) Coarse Aggregate	2,200.00
b) Fine Aggregate	2,000.00
Potential Alkali Reactivity of Cementitious Materials (ASTM C1567)	
a) Coarse Aggregate	1,400.00
b) Fine Aggregate	1,250.00
<b>SOIL STRENGTH TESTS</b>	
Unconfined Compression (ASTM D2166)	100.00
Direct Shear - 3 Points (ASTM D 3080)	390.00
Triaxial Shear, per point (max. 3" dia.)	Quote
Consolidation (ASTM D2435)	360.00
Swell-Consolidation (ASTM D4546)	
a) Methods A & B	250.00
b) Method C	425.00
Free Swell	100.00
UBC, Expansion Index (ASTM D4829)	165.00
<b>HYDRAULIC CONDUCTIVITY</b>	
Fixed-wall Permeability (ASTM D2435)	Quote
Flexible-wall Permeability (ASTM D5084)	Quote
<b>CONCRETE &amp; MASONRY TESTING</b>	
Compression Strength Test Cylinders	
a) Concrete (ASTM C39)	27.00
b) Mortar (UBC 24-22)	30.00
c) Grout (UBC 24-28)	27.00
d) Hold Cylinders, not tested	22.00
e) Beam Flexural Strength (ASTM C78)	95.00
f) Drilled Concrete Cores (ASTM C42/ C174/ C1542)	55.00
Lightweight / Insulating Concrete	
a) Compression (ASTM C495)	27.00
b) Unit Weight (ASMT C567)	45.00
Concrete Masonry Unit (CMU)	
a) Compression (ASTM C140)	175.00
b) Absorption, Moisture Content & Unit Weight (ASTM C140)	95.00
CMU Prism Compression (UBC 24-26)	250.00
Grout Shotcrete	175.00
Concrete Shrinkage (ASTM C157 / SEAOC)	325.00



# WOOD RODGERS

## Exhibit B LABORATORY TESTING SERVICES FEE SCHEDULE

TEST SUMMARY	UNIT PRICE
<b>CONCRETE &amp; MASONRY TESTING (CONTINUED)</b>	
Rapid Chloride Permeability (ASTM C1202)	500.00
Youngs Modulus (ASTM C469)	110.00
Concrete Air / Oven Dry Unit Weight (ASTM C567)	170.00
Splitting Tensile (ASTM C496)	50.00
<b>ASPHALT CONCRETE TESTS</b>	
Marshall Mix Design (MS-2 Manual)	Quote
Superpave Mix Design (MS-2 Manual)	Quote
Rubber Binder Design	Quote
Tensile Strength Ratio (TSR)	Quote
Moisture Content (ASTM D1461)	22.00
Asphalt Content, Solvent Extraction (ASTM D2172)	155.00
Asphalt Content, Ignition Solvent Extraction (ASTM D2172)	155.00
Sieve Analysis/Gradation (ASTM D5444)	110.00
Theoretical Maximum Specific Gravity (ASTM D2041)	130.00
Marshall Stability & Flow, 3 specimens (ASTM D6929)	240.00
Hveem Stability, 3 specimens (ASTM D1560)	240.00
Bulk Density / Unit Weight (ASTM D2726)	40.00
Asphalt Content with Rotovapor Recovery (ASTM D2172, D5404)	500.00
Gyratory Compaction (AASHTO T312) (Set of Two)	160.00
Mechanical Analysis of Extracted Aggregate (AASHTO T30)	100.00
Theoretical Maximum Specific Gravity Asphalt Mixtures (AASHTO T209)	120.00
Tensile Strength Ratio (TSR)	Quote
Hamburg Wheel (AASHTO T324)	Quote
<b>EMULSIFIED ASPHALT &amp; ASPHALT CEMENT</b>	
Penetration (ASTM D5)	110.00
Residue by Evaporation (AASHTO T59/ASTM D248)	110.00
Saybolt Furol Viscosity (ASTM D88, AASHTO T72)	160.00
Torsional Recovery (CTM 332)	160.00
Softening Point, Ring and Ball (AASHTO T53/ASTM D36)	110.00
<b>SUPERPAVE ASPHALT BINDER</b>	
PG Grading Classification (AASHTO M320)	900.00
PG Grading Verification (AASHTO M320)	700.00
Flash & Fire Point, Cleveland Open Cup (ASTM D92)	100.00
Brookfield Viscosity (ASTM D4402)	90.00
Dynamic Shear Rheometer (AASHTO T315)	150.00
Bending Beam Rheometer (AASHTO T313)	150.00
Pressure Aging Vessel (AASHTO R28)	110.00
Asphalt Binder Content Asphalt Mixture Ignition Method (AASHTO T308)	110.00
Rolling Thin Film Oven (AASHTO T240)	110.00

Wood Rodgers, Inc. reserves the right to revise its Fee Schedule according to changes in its practices.

Accredited in all AASHTO equivalent test methods.



**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE

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

2021-10-18 Version

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

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

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

## **9. OTHER CONDITIONS**

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

### **13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**

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

SAMPLE

**Exhibits D**

Federally Required Clauses

SAMPLE



**FEDERAL TRANSIT ADMINISTRATION  
ASSISTED REQUIRED CLAUSES**

**For: South Virginia Bus Only Lane & BRT Project**

**Vendor Name: Wood Rodgers, Inc.**

**Please sign and date below certifying you have received and will comply with the Federal Transit Administration (FTA) Required Clauses.**

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**There are two Certifications that require your signature included in this document.**

**Required Certifications:**

  x     **Non- Collusion**

  x     **Debarment and Suspension**

## FTA REQUIRED CLAUSES

### **1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**3 - ACCESS TO RECORDS AND REPORTS** [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

**4 - FEDERAL CHANGES**

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

**5 - ENERGY CONSERVATION** [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

## 6 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

### A. Nondiscrimination in Federal Public Transportation Programs:

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

### B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

### C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42

U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking “construction” as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Chapter 60; and (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C.

§ 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

## **7 - INCORPORATION OF FTA TERMS**

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

## **8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]**

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.

- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

**9 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]**

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
  - 1. Debarred from participation in any federally assisted award;
  - 2. Suspended from participation in any federally assisted award;
  - 3. Proposed for debarment from participation in any federally assisted award;
  - 4. Declared ineligible to participate in any federally assisted award;
  - 5. Voluntarily excluded from participation in any federally assisted award; or
  - 6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.
- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

**10 - LOBBYING RESTRICTIONS** [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

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

**11 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION**

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.



D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

**12 - CLEAN WATER REQUIREMENTS** [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**13 - CLEAN AIR ACT** [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**14 - DISADVANTAGED BUSINESS ENTERPRISES (DBE)** [49 C.F.R. part 26]

A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.

- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
  2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
  3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

**15 - BUY AMERICA** [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

**16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE**

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**17 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-CONSTRUCTION**

- A. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- B. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by this clause.
- C. The Federal Transit Administration shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- D. In any subcontracts, Contractor and its subcontractors shall insert the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Agreement.

**18 - SEISMIC SAFETY** [42 U.S.C. 7701 et seq.; 49 C.F.R. part 41; Executive Order (E.O.) 12699]

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the Project.

**19 - FLOOD 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.

**20 - RECYCLED PRODUCTS** [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and the regulatory provisions of 40 C.F.R. Part 247.

**21 - 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.

## **22 - CARGO PREFERENCE [46 U.S.C. § 55305; 46 C.F.R. part 381]**

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the Agreement, the Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately from dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection A above to the RTC (through the Contractor in case of a subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- C. To include these requirements in all subcontracts issued pursuant to the Agreement which may involve the transport of equipment, materials, or commodities by ocean vessel.

## **23 - 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.

**24 - 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.

**25 - SUBSTANCE ABUSE REQUIREMENTS** [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Nevada, or the RTC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports to the RTC. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**26 - TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS** [49 U.S.C. § 5333(b); "13(c)"; 29 C.F.R. part 215]

The Contractor agrees to comply with applicable transit employee protective arrangements of 49 U.S.C. §5333(b), including the U.S. Department of Labor certification, unless an exception applies.

**27 - CHARTER SERVICE** [49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604]

- A. Contractor agrees to comply with 49 U.S.C. § 5323(d), (g), and (r) and 49 CFR Part 604, which prohibit Contractor 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 as permitted under:
  - 1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
  - 2. Federal Transit Administration Regulations, "Charter Service," 49 CFR Part 604;
  - 3. Any other Federal charter service regulations; or
  - 4. Federal guidance, except as the Federal Transit Administration determines otherwise in writing.
- B. Contractor agrees that if it engages in a pattern of violations of the Federal Transit Administration's Charter Service regulations, the Federal Transit Administration may require corrective measures or impose remedies on the Contractor.
- C. Contractor shall include these requirements in each subcontract that may involve operating public transit services.

**28 - SCHOOL BUS OPERATIONS** [49 U.S.C. 5323(f); 49 C.F.R. part 605]

- A. Contractor agrees to comply with 49 U.S.C. § 5323(f), and 49 CFR Part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:
  - 1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
  - 2. Federal Transit Administration regulations, "School Bus Operations," 49 CFR Part 605;
  - 3. Any other Federal School Bus regulations; or
  - 4. Federal guidance, except as the Federal Transit Administration determines otherwise in writing.
- B. If Contractor violates this clause, the Federal Transit Administration may require corrective measures or impose remedies on the Contractor.
- C. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally funded equipment, vehicles, or facilities.
- D. Contractor shall include these requirements in each subcontract that may involve operating public transportation services.



## **29 - NATIONAL TRANSIT DATABASE**

If Contractor is a public transportation operator, Contractor shall comply with (i) 49 U.S.C. § 5335(a), which authorizes the National Transit Database (“NTD”); (ii) the NTD reporting system and the Uniform System of Accounts and Records; (iii) Federal Transit Administration regulations, “Uniform System of Accounts and Records and Reporting System,” found at 49 CFR Part 630; (iv) reporting relating to and the condition of its public transportation assets, as provided in Federal Transit Administration regulations, “Transit Asset Management; National Transit Database,” 49 CFR Parts 625 and 630; (v) any other applicable reporting regulations and requirements; and (vi) Federal Transit Administration guidance.

## **30 - FEDERAL MOTOR CARRIER SAFETY**

- A. Contractor shall comply with the economic and insurance registration requirements of the U.S. Federal Motor Carrier Safety Administration (“FMCSA”) and 49 U.S.C. § 31138(e).
- B. Contractor shall comply with the safety requirements of FMCSA.
- C. Contractor shall comply with the driver’s license requirements of FMCSA.

## **31 - TRANSIT ASSET MANAGEMENT**

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5326 and 49 C.F.R. Part 625, as may be amended.

## **32 - BUS TESTING [49 U.S.C. § 5318(e); 49 C.F.R. part 665]**

Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. § 5318(e) and the Federal Transit Administration’s implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the RTC.

## **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.

**34 - PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES** [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Contractor agrees to comply with 49 U.S.C. § 5323(m) and Federal Transit Administration's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related Federal Transit Administration guidance.

**35 - 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.

**36 - CENTERS FOR DISEASE CONTROL AND PREVENTION MASK ORDER**

Unless and until it is repealed, Contractor shall comply with the Centers for Disease Control and Prevention Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs, or any updated or superseding order ("CDC Mask Order"). The Contractor shall also require its subcontractors at all tiers to comply with the CDC Mask Order.

**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: Wood Rodgers, Inc.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, \_\_\_\_\_ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.**

Contractor Name: Wood Rodgers, Inc.

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 4.9**

From: Dale Keller, P.E., Director of Engineering

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**RECOMMENDED ACTION**

Approve a contract with Wood Rodgers, Inc., to provide design services and optional engineering during construction for the South Meadows Traffic Enhancements Project in an amount not-to-exceed \$512,740.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Wood Rodgers, Inc., is for professional design services for the South Meadows Traffic Enhancement project in the amount of \$285,530 and optional engineering during construction services (EDC) in the amount of \$227,210. The project includes various site-specific traffic engineering studies and improvements to enhance traffic operations in the South Meadows region, as identified in RTC's South Meadows Multimodal Transportation Study.

Wood Rodgers, Inc., was selected from the Traffic Engineering and Intelligent Transportation Systems (ITS) List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of Wood Rodger's scope, schedule and budget indicated the amount for design services is within the appropriated budget.

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget.

**PREVIOUS BOARD ACTION**

March 18, 2022	Approved the Qualified Consultant List for Traffic Engineering and ITS professional services.
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**ATTACHMENT(S)**

- A. Professional Services Agreement

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC has selected Wood Rodgers, Inc from the Traffic Engineering and Intelligent Transportation Systems Program shortlist to perform engineering and construction management services in connection with the South Meadows Traffic Enhancements Project.]

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Design Services (Tasks 1 to 5, excluding task 2.4)	\$260,530.00
Optional Design Services (Task 2.4)	\$15,000.00
Design Contingency (Task 6)	\$10,000.00
Optional Engineering During Construction Services (Task 7)	\$217,210.00
<u>Construction Contingency (Task 8)</u>	<u>\$10,000.00</u>
Total Not-to-Exceed Amount	\$512,740.00



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

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

#### ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement,

shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

### 11.3. LITIGATION

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

### 11.4. CONTINUING CONTRACT PERFORMANCE

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

#### ARTICLE 12 – PROJECT MANAGERS

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

#### ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP  
Executive Director  
Sara Going, PE  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
(775) 335-1897

CONSULTANT: Bryan Gant, PE  
Principal  
Wood Rodgers, Inc  
1361 Corporate Boulevard  
Reno, Nevada 89502  
(775) 823-4068

#### ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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



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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By: \_\_\_\_\_  
Bill Thomas, AICP, Executive Director

WOOD RODGERS, INC.

By: \_\_\_\_\_  
Bryan Gant, PE, Principal

SAMPLE

**Exhibit A**

Scope of Services

SAMPLE

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FOR THE SOUTH MEADOWS TRAFFIC ENHANCEMENT PROJECT**  
**(Various Locations in the South Meadows Area)**  
**RTC Project Number 0217003**

**1. Project Management**

Prepare monthly progress reports, invoices, and billing.

Coordination with RTC project manager and staff will be ongoing throughout project, as well as with subconsultants and vendors, as necessary. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate throughout the project.

Other interested parties will include the City of Reno and NDOT.

Deliverables – Invoicing and progress reports.

**2. Investigation of Existing Conditions**

**2.1. Pavement Design**

Pavement design will be limited to matching existing pavement sections and/or using minimum City of Reno pavement requirements for turn lanes. No specific pavement design or geotechnical engineering is included within this scope of services.

**2.2 Condition Survey**

CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. It is noted that this exercise is limited to understanding the necessary pavement tie in points. No specific pavement corrections are anticipated within this scope of services other than potentially moving a pavement grind point slightly to accommodate existing utilities or any existing pavement irregularities.

**2.3 Utility Investigation/Depiction**

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 4, Preliminary Design.

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.

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 ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitating meetings, reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporating the utility work into the RTC plans.

Deliverable – Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design.

#### **2.4 Utility Potholing (Optional)**

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

#### **2.5 Topographic Survey**

CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery for all project areas. Ground control and photo identification points will be established and measured. In areas where there are planned specific civil improvements (excludes interconnect and striping only areas), One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan.

Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measure and displayed for sewer and storm drain structures.

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, to identify any utility facilities located on the subject roadways and adjacent parcels, and to provide design level topo on hardscape tie areas. Project accuracy will conform to general accepted photogrammetric standards established by the ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014).

Deliverable – Aerial photo of project area along with Topographic Survey for areas of specific civil improvements (excludes interconnect and striping areas only) in CAD format.

## **2.6. Right of Way Mapping / Engineering**

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 within this task except for APN's 160-320-11 and 140-213-05, both located at the corner of Damonte Ranch Parkway and Double R Boulevard.

CONSULTANT will perform a boundary survey for each of these parcels obtaining all pertinent boundary and right of way documentation of the area including, but not limited to: title reports, record mapping, deed documents, right of way mapping and supporting information. CONSULTANT will locate all existing monumentation located on the abutting parcels and right of way. In addition to the monumentation, CONSULTANT will locate existing street hardscape and/or building faces, which will be essential in the determination of the right of way location in areas of little or no monumentation. CONSULTANT will compare record maps and title documentation for the properties. CONSULTANT will analyze calculated and measured distances and compare them to record data. A right of way boundary resolution will be provided and, if necessary, meet with the client to discuss boundary conflicts and possible courses for conflict resolutions.

It is estimated the project will require up to two (2) partial fee acquisitions to construct the planned improvements. CONSULTANT will prepare meets and bound legal descriptions and exhibits for the affected parcels. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

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

Deliverables – Record Right of Way in CAD format; legal descriptions/exhibits for easements/acquisition

## **2.7 Traffic Analysis**

To support the improvement design, CONSULTANT will review the South Meadows Multimodal Transportation Study (RTC, 2020) and appendices to extrapolate storage lengths for the Damonte Ranch Pkwy./Double R Blvd. and S. Meadows Pkwy./Double R Blvd. locations. No data exists in the study to support turn pocket storage lengths for the Damonte Ranch Pkwy./S. Virginia St. location. CONSULTANT will obtain traffic turning movement counts at this location and conduct a Synchro traffic operations analysis with future turning movement counts based on growth rates applied to the existing counts. A recommended westbound to southbound left turn pocket storage extension length will be documented for RTC approval prior to design.

## **2.8 ICE Document**

This Intersection Control Evaluation (ICE) will be utilized as a planning-level document to determine appropriate intersection configurations for potential future design/implementation. Intersection locations include S. Virginia St./Holcomb Ranch Ln. (SR 671) (Intersection 1) and Rio Wrangler Pkwy./McCauley Ranch Blvd. (Intersection 2). The Intersection 1 location is an NDOT facility, and the ICE Analysis will be prepared per the NDOT Traffic Operations Process Memorandum 2020-03.

CONSULTANT will prepare an ICE analysis to include the following:

- A kick-off meeting will be conducted with NDOT for Intersection 1 to confirm the ICE process and scope prior to execution.
- Conduct weekday 7 AM – 9AM and 4 PM – 6 PM peak period turning movements counts at both intersections, as well as bicycle and pedestrian counts. Other data sets to obtain include existing and future ADTs, percent trucks, crash data, available aerials/mapping/topography, and the latest cost and parameter assumptions from NDOT.
- Use existing counts and the RTC Travel Demand Model to develop future (2050) forecasts. For Intersection 1, a Future Forecasts Memo will be prepared to document the calibration, validation process and recommended forecasts for NDOT approval prior to conducting operations analyses.
- Conduct intersection operations analysis (LOS, Delay, and Queuing) for the AM and PM peak hours for existing and 2050 horizon conditions. Operations analysis methods include the latest version of Synchro and

Sidra using HCM methodologies. VISSIM analysis is not anticipated for the ICE Analysis.

- Review segment volumes and volume-to-capacity by direction to confirm adequate facility capacity.
- Conduct a safety analysis to identify existing safety factors that should be considered and estimate the safety performance of intersection alternatives.
- Develop conceptual engineering layouts of feasible alternatives, as well as conceptual capital and life-cycle cost estimates, as well as right-of-way impacts.
- Provide an ICE Analysis draft and final documents. The document for Intersection 1 will be prepared per NDOT Traffic Operations requirements with Intersection 2 following the same general content.

CONSULTANT will coordinate the Intersection 1 ICE Analysis with the NDOT Traffic Operations Division. A total of three (3) meetings are anticipated. The Intersection 1 ICE Analysis draft and final reports will be submitted to RTC and NDOT for review and approval.

Deliverables – Draft and Final S. Virginia St./Holcomb Ranch Ln. ICE Analysis, and Rio Wrangler Pkwy./McCauley Ranch Blvd. ICE Analysis

### **2.9 Fiber Optic Traffic Signal Communications**

CONSULTANT will incorporate a new fiber optic signal communications connection on South Meadows Parkway, from Double R Boulevard to Veterans Parkway, approximately 11,000 feet. The design will include new fiber optic cable, conduit, pull boxes and appropriate details. CONSULTANT will field review and evaluate existing network equipment, conduit paths, and controller cabinet and pull box facilities for connection of new fiber. Splicing details will be included in the ITS plans. The contractor will be responsible to provide switches, CDCAs, and any other equipment associated with the fiber connection, while the City of Reno will land the fibers themselves.

## **3. Preliminary Design**

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. Plans to include preliminary landscape improvements along Damonte Boulevard and Double R Boulevard Intersection, as well as tree removal and potential replacement at S. Meadows Pkwy. and Gateway Dr. per coordination with the City of Reno. No other landscape improvements are anticipated.

No specific drainage improvements are planned with these improvements, as such a drainage report is not anticipated with this scope of services at this time. However, a

drainage checklist may be required as part of any NDOT Right-of-Way Occupancy Permit

Deliverables – Preliminary (50%) Plans, Preliminary (50%) and Construction Cost Estimate, submitted to RTC, NDOT, and City of Reno

#### **4. Final Design**

CONSULTANT will 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 view, approximate right-of-way lines, necessary cross-sections and construction/slope limits. The final plan set will include, approximately the following sheets:

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Horizontal Control Plan
- Typical Section Sheets
- Plan/Profile Sheets (at 1"=20' scale)
- Signage and Striping Sheets (at 1"=20')
- Traffic Signal Sheets (at 1"=20')
- Landscaping plans (at 1"=20')
- Detail Sheets (scales as noted).

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

- 50% & 90% Plans – Two 11"x17" sets to RTC, two 11"x17" sets to Local Entity, and one 11"x17" set each to utility agencies and other affected parties.
- 90% Specifications – One set each to RTC and Local Entity.
- 100% Plans – One 11"x17" each to RTC and Local Entity.
- 100% Specifications – One set each to RTC and Local Entity.

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.

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.

CONSULTANT will 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.

Deliverables – 90% & 100% Plans, 90% & 100% Construction Cost Estimate, and Drainage Report submitted to RTC, NDOT, and City of Reno

## **5. Bidding Services**

Plan Set and Specification Distribution: CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in RTC's Procureware system.

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.

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.

Deliverables – Attendance at Pre-Bid meeting and Bid Opening, bid review and tabulation, documentation of questions and responses during bidding, Addenda (if needed).

## **6. Design Contingency**

This is a design contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

## **7. A - E 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. At this time, the budget for these services are prepared based upon full depth construction in turn pocket extension areas with a contract duration of 60 Working Days. Should this be changed during the design process, this fee will be adjusted as appropriate.

### **7.1 Contract Administration (Optional)**

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 ITS and traffic signal material submittals for conformance
- 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

### **7.2 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.

### **7.3 Inspection (Optional)**

Provide Inspector. Provide one full time inspector during all construction activities. 10-hour workdays and a 60 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

#### **7.4 Materials Testing (Optional)**

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).

Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

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.

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. 180 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.

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.

Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

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.

## **7.5 Record Information (Optional)**

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

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

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

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

**8. Construction Contingency (Optional)**

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 8. 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.

SAMPLE

**Exhibit B**

Compensation

SAMPLE

**South Meadows Traffic Enhancements Project  
Exhibit B  
Cost of Services**

Task #	Task	Item No.	Task Description	Staff																				Totals							
				Principal Engineer / Surveyor			Senior Engineer / Senior Surveyor			Project Engineer / Surveyor			Engineer / Surveyor			Drafting			Survey Crew - 2 Man			Technician			Clerical			Other Direct	Subconsultant	# 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	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Cost	Cost	# of Hours	Cost
1	Project Management	1	Project Management	\$ 240.00	60	\$ 14,400.00	\$ 210.00	20	\$ 4,200.00	\$ 170.00	0	\$ -	\$ 155.00	0	\$ -	\$ 145.00	0	\$ -	\$ 215.00	0	\$ -	\$ 115.00	0	\$ -	\$ 100.00	20	\$ 2,000.00	\$ -	\$ -	100	\$ 20,600.00
			Sub-Totals		60	\$ 14,400.00		20	\$ 4,200.00		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		20	\$ 2,000.00	\$ -	\$ -	100	\$ 20,600.00
2	Investigation of Existing Conditions	2.1	Pavement Design	\$ 240.00		\$ -	\$ 210.00		\$ -	\$ 170.00		\$ -	\$ 155.00		\$ -	\$ 145.00		\$ -	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ -	\$ -	0	\$ -
		2.2	Condition Survey	\$ 240.00	4	\$ 960.00	\$ 210.00	8	\$ 1,680.00	\$ 170.00	16	\$ 2,720.00	\$ 155.00		\$ -	\$ 145.00	24	\$ 3,480.00	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00	4	\$ 400.00	\$ 500.00	\$ -	56	\$ 9,740.00
		2.3	Utility Investigation/Depiction	\$ 240.00	2	\$ 480.00	\$ 210.00	2	\$ 420.00	\$ 170.00	16	\$ 2,720.00	\$ 155.00		\$ -	\$ 145.00	36	\$ 5,220.00	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00	4	\$ 400.00	\$ -	\$ -	60	\$ 9,240.00
		2.4	Utility Potholing (Optional)	\$ 240.00		\$ -	\$ 210.00		\$ -	\$ 170.00		\$ -	\$ 155.00		\$ -	\$ 145.00		\$ -	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ -	\$ 15,000.00	0	\$ 15,000.00
		2.5	Topographic Survey	\$ 240.00		\$ -	\$ 210.00	4	\$ 840.00	\$ 170.00	48	\$ 8,160.00	\$ 155.00		\$ -	\$ 145.00		\$ -	\$ 215.00	40	\$ 8,600.00	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ 1,500.00	\$ -	92	\$ 19,100.00
		2.6	Right of Way Mapping / Engineering	\$ 240.00	5	\$ 1,200.00	\$ 210.00		\$ -	\$ 170.00	12	\$ 2,040.00	\$ 155.00	40	\$ 6,200.00	\$ 145.00		\$ -	\$ 215.00	10	\$ 2,150.00	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ 3,500.00	\$ -	67	\$ 15,090.00
		2.7	Traffic Analysis	\$ 240.00	1	\$ 240.00	\$ 210.00		\$ -	\$ 170.00	8	\$ 1,360.00	\$ 155.00		\$ -	\$ 145.00		\$ -	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ -	\$ -	9	\$ 1,600.00
		2.8	ICE Analyses	\$ 240.00	24	\$ 5,760.00	\$ 210.00	24	\$ 5,040.00	\$ 170.00	50	\$ 8,500.00	\$ 155.00	165	\$ 25,575.00	\$ 145.00	40	\$ 5,800.00	\$ 215.00		\$ -	\$ 115.00	15	\$ 1,725.00	\$ 100.00	10	\$ 1,000.00	\$ 2,000.00	\$ -	328	\$ 55,400.00
		2.9	Fiber Optics	\$ 240.00		\$ -	\$ 210.00		\$ -	\$ 170.00		\$ -	\$ 155.00		\$ -	\$ 145.00		\$ -	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ -	\$ 5,000.00	0	\$ 5,000.00
			Sub-Totals		36	\$ 8,640.00		38	\$ 7,980.00		150	\$ 25,500.00		205	\$ 31,775.00		100	\$ 14,500.00		50	\$ 10,750.00		15	\$ 1,725.00		18	\$ 5,300.00	\$ 4,000.00	\$ 20,000.00	612	\$ 130,170.00
3	Preliminary Design	3	Preliminary Design (50%)	\$ 240.00	5	\$ 1,200.00	\$ 210.00	60	\$ 12,600.00	\$ 170.00	55	\$ 9,350.00	\$ 155.00	48	\$ 7,440.00	\$ 145.00	80	\$ 11,600.00	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ 500.00	\$ 5,000.00	248	\$ 47,690.00
			Sub-Totals		5	\$ 1,200.00		60	\$ 12,600.00		355	\$ 9,350.00		458	\$ 7,440.00		80	\$ 11,600.00		0	\$ -		0	\$ -		36	\$ -	\$ 500.00	\$ 5,000.00	248	\$ 47,690.00
4	Final Design	4	Final Design (PS&E)	\$ 240.00	5	\$ 1,200.00	\$ 210.00	82	\$ 17,220.00	\$ 170.00	40	\$ 6,800.00	\$ 155.00	74	\$ 11,470.00	\$ 145.00	110	\$ 15,950.00	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ 500.00	\$ 5,000.00	311	\$ 58,140.00
			Sub-Totals		5	\$ 1,200.00		82	\$ 17,220.00		40	\$ 6,800.00		74	\$ 11,470.00		110	\$ 15,950.00		0	\$ -		0	\$ -		0	\$ -	\$ 500.00	\$ 5,000.00	311	\$ 58,140.00
5	Bidding Services	5	Bidding Services	\$ 240.00	1	\$ 240.00	\$ 210.00	12	\$ 2,520.00	\$ 170.00	16	\$ 2,720.00	\$ 155.00		\$ -	\$ 145.00	10	\$ 1,450.00	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00	20	\$ 2,000.00	\$ -	\$ -	59	\$ 8,930.00
			Sub-Totals		1	\$ 240.00		12	\$ 2,520.00		16	\$ 2,720.00		0	\$ -		10	\$ 1,450.00		0	\$ -		0	\$ -		20	\$ 2,000.00	\$ -	\$ -	59	\$ 8,930.00
6	Design Contingency	6	Design Contingency	\$ 240.00		\$ -	\$ 210.00		\$ -	\$ 170.00		\$ -	\$ 155.00		\$ -	\$ 145.00		\$ -	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ 10,000.00	\$ -	0	\$ 10,000.00
			Sub-Totals		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -	\$ 10,000.00	\$ -	0	\$ 10,000.00
7	A-E Construction Services (Optional)	7.1	Contract Administration (Optional)	\$ 240.00	18	\$ 4,320.00	\$ 210.00	144	\$ 30,240.00	\$ 170.00		\$ -	\$ 155.00	20	\$ 3,100.00	\$ 145.00	20	\$ 2,900.00	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00	20	\$ 2,000.00	\$ -	\$ -	222	\$ 42,560.00
		7.2	Construction Surveying (Optional)	\$ 240.00		\$ -	\$ 210.00	10	\$ 2,100.00	\$ 170.00	40	\$ 6,800.00	\$ 155.00	20	\$ 3,100.00	\$ 145.00		\$ -	\$ 215.00	40	\$ 8,600.00	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ -	110	\$ 20,600.00	
		7.3	Inspection (Optional)	\$ 240.00		\$ -	\$ 210.00		\$ -	\$ 170.00		\$ -	\$ 155.00		\$ -	\$ 145.00		\$ -	\$ 215.00		\$ -	\$ 115.00	450	\$ 67,500.00	\$ 100.00		\$ -	\$ -	\$ -	450	\$ 67,500.00
		7.4	Materials Testing (Optional)	\$ 240.00		\$ -	\$ 210.00		\$ -	\$ 170.00		\$ -	\$ 155.00		\$ -	\$ 145.00		\$ -	\$ 215.00		\$ -	\$ 115.00	450	\$ 51,750.00	\$ 100.00		\$ -	\$ 15,000.00	\$ -	450	\$ 66,750.00
		7.5	Record Information (Optional)	\$ 240.00	1	\$ 240.00	\$ 210.00	8	\$ 1,680.00	\$ 170.00	12	\$ 2,040.00	\$ 155.00		\$ -	\$ 145.00	32	\$ 4,640.00	\$ 215.00		\$ -	\$ 115.00		\$ -	\$ 100.00	12	\$ 1,200.00	\$ -	\$ -	65	\$ 9,800.00
			Sub-Totals		19	\$ 4,560.00		162	\$ 34,020.00		52	\$ 8,840.00		40	\$ 6,200.00		52	\$ 7,540.00		40	\$ 8,600.00		900	\$ 119,250.00		32	\$ 3,200.00	\$ 15,000.00	\$ -	1297	\$ 207,210.00
8	Construction Contingency (Optional)	8	Construction Contingency (Optional)	\$ 240.00		\$ -	\$ 210.00		\$ -	\$ 170.00		\$ -	\$ 155.00		\$ -	\$ 145.00		\$ -	\$ 210.00		\$ -	\$ 115.00		\$ -	\$ 100.00		\$ -	\$ 10,000.00	\$ -	0	\$ 10,000.00
			Sub-Totals		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -	\$ 10,000.00	\$ -	0	\$ 10,000.00
<b>GRAND TOTALS</b>					126	\$ 30,240.00		374	\$ 78,540.00		613	\$ 53,210.00		777	\$ 56,885.00		352	\$ 51,040.00		90	\$ 19,350.00		915	\$ 120,975.00		126	\$ 12,500.00	\$ 40,000.00	\$ 30,000.00	2627	\$ 512,740.00
																												<b>Total Design Services</b>		\$ 260,530.00	
																												<b>Total Optional Design Services</b>		\$ 15,000.00	
																												<b>Design Contingency</b>		\$ 10,000.00	
																												<b>Total Construction Optional Services</b>		\$ 217,210.00	
																												<b>EDC Contingency</b>		\$ 10,000.00	
																												<b>Total Contract</b>		\$ 512,740.00	

**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE



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

2022-07-08 Version

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

## **8. ACCEPTABILITY OF INSURERS**

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

## 9. OTHER CONDITIONS

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

## 10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any 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, omission, or negligent act arising out of the scope of CONSULTANT'S services provided under this Agreement with a limit of not less than **\$1,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 4.10**

From: Dale Keller, P.E., Director of Engineering

---

**RECOMMENDED ACTION**

Authorize a request for proposals for the right-of-way services related to the Mill Street Widening Project.

**BACKGROUND AND DISCUSSION**

Right-of-way services are required for this project to supplement RTC staff and the services will include acquisition, relocation, appraisal, and appraisal review.

The project will require the Consultant to perform the services in compliance with applicable laws, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act), 49 CFR Part 24, FTA Circulars, Nevada Revised Statutes and other applicable rules and regulations on an estimated 34 parcels outlined to perform the number and type of acquisitions listed below:

- 6 Full Fee Acquisitions
- 13 Partial Fee Acquisitions
- 26 Temporary Construction Easements
- 12 Permanent Construction Easements
- 5 Public Utility Easements

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget.

**PREVIOUS BOARD ACTION**

February 18, 2022

Approved a Professional Services Agreement (PSA) for design and engineering during construction services.

**ATTACHMENT(S)**

- A. Draft Request for Proposal

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY, NEVADA**

**Request for Proposal (RFP)**

**RTC# PRF 20220095**

Instructions for Submitting a Proposal to Perform

**Acquisitions and Relocations for Mill Street Widening**

Due: September 15, 2022

No later than 4:00 pm



Regional Transportation Commission

1105 Terminal Way, Suite 300

Reno, NV 89502

Tel: 775.332.9511



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- Section 6 – DBE Requirements
- Section 7 – Procurement Schedule
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- Section 9 – Proposals
- Section 10 – Submittal Instructions
- Section 11 – Rules of Contact
- Section 12 – Proposer Questions
- Section 13 – Confidential Information, Trade Secrets, and/or Proprietary Information
- Section 14 – Evaluation Process
- Section 15 – Negotiation of Agreement
- Section 16 – Protest Procedures

### **ATTACHMENTS**

- Attachment A – Scope of Services
- Attachment B – Evaluation/Scoring Sheet

### **INCORPORATED BY REFERENCE**

The following documents referenced and incorporated herein are available on [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com):

1. Form Contract, including indemnification and insurance requirements.

## **SECTION 1 – INTRODUCTION**

The Regional Transportation Commission of Washoe County, Nevada (RTC) is issuing this Request for Proposals (RFP) and will select the most qualified firm with whom to negotiate a fair and reasonable price and finalize a contract. Issuance of this RFP shall in no way constitute a commitment by the RTC to execute a contract.

The RTC reserves the right to issue addenda to this RFP prior to the proposal due date and may extend the proposal due date by addendum if necessary. Proposers are responsible for checking for any addenda at [www.rtcwashoe.procurement.com](http://www.rtcwashoe.procurement.com).

Proposers are solely responsible for any costs incurred during this procurement process. The RTC reserves the right to reject all proposals received, or to cancel this RFP at any time if in the best interests of the RTC.

## **SECTION 2 – SCOPE OF SERVICES**

The project, background, and services and deliverables to be provided, are described in Attachment A – Scope of Services.

## **SECTION 3 – EVALUATION FACTORS**

This will be a qualifications based selection process as required by NRS 625.530. No pricing or cost information is to be provided with the proposal. Compensation will be negotiated with the most qualified firm after conclusion of the evaluation process. The RTC will determine the most qualified firm based on the factors identified in Attachment B – Evaluation/Scoring Sheet.

## **SECTION 4 – MINIMUM QUALIFICATIONS**

### **A. Registered Professional Engineers and Land Surveyors**

The proposer and its Project Manager shall comply with the registration requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers and Land Surveyors, at the time of submission of the proposal. Such individual(s) must be employed by the firm that is submitting the proposal for consideration by the RTC. A firm cannot meet the registration requirements of NRS Chapter 625, for qualification purposes, by “borrowing” such a person from another firm under the guise of a “Joint Venture” submission. Each firm of a Joint Venture must be qualified by the RTC by having a Nevada licensed Professional Engineer on staff; each Joint Venture firm must stand alone in this requirement. If the proposal is being submitted by a Joint Venture, a copy of the documents by which such Joint Venture is formed must be submitted with the proposal. The individuals so named must be Nevada licensed Professional Engineers at the time of submission; pending licenses do not qualify.

## **B. Nevada Business License**

The selected firm must be appropriately licensed by the Office of the Secretary of State, pursuant to NRS 76.100, prior to doing business in the State of Nevada. Information regarding the Nevada State Business License can be located at [www.nvsos.gov](http://www.nvsos.gov).

Before a contract can be executed, the successful proposer will be required to provide the following:

1. Nevada State Business License Number; and
2. Business Entity's Legal Name (affirm that it is the same name under which the firm is doing business).

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

### **SECTION 5 – SMALL BUSINESS ENTERPRISE (SBE) AND EMERGING SMALL BUSINESS (ESB) PARTICIPATION**

The RTC encourages Small Business Enterprise (SBE) and Emerging Small Business (ESB) participation on its projects. RTC expects prime contractors to extend contracting opportunities to SBE and ESB entities on this project, whenever such opportunities exist.

### **SECTION 6 – DBE REQUIREMENTS**

There are no Disadvantaged Business Enterprise (DBE) program goals for this procurement. However, the RTC, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into, certified DBE firms will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. Although there is no contract-specific goal associated, the RTC encourages proposers to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

## SECTION 7 – PROCUREMENT SCHEDULE

Task	Date
RFP Issued	August 22, 2022
Pre-Proposal Conference	10:00 am August 30, 2022
Questions Due	10:00 am September 7, 2022
RTC Responds to Questions by Addendum	September 8, 2022
Proposals Due	4:00 pm September 15, 2022
Contract Executed	November 2022

The RTC reserves the right to alter any of the dates or times shown above by addendum.

## SECTION 8 – PRE-PROPOSAL CONFERENCE

The non-mandatory Pre-Proposal Conference will be through Zoom meeting with an invitation to follow. The purpose of the pre-proposal conference is to review the procurement process and the RTC's needs and specifications and to address any pertinent questions from interested parties. Participation is strongly encouraged. Although RTC staff may provide verbal answers to some questions raised at the pre-proposal conference, only those answers issued in a written addendum to this RFP will be considered valid and binding on the RTC.

## SECTION 9 – PROPOSALS

Proposals must not include any pricing or cost information. Proposers must adhere to the following requirements and limitations in preparing their proposals:

1. The proposal must include a cover letter. The cover letter must be single-spaced, and must not exceed two (2) 8½" x 11" pages. The cover letter must include the proposer's contact information including name of the proposer, name of a contact person, mailing address, telephone number, and email address.
2. The proposal must respond to each Evaluation Factor in the exact order presented in Attachment B – Evaluation/Scoring Sheet. Each response must be contained in its own unique, numbered section bearing the same number and title as the Evaluation Factor being addressed.

The responses to the Evaluation Factors, including any tables, must be 1.5-line spacing, must use no smaller than 11 point font, and must not exceed **TEN (10)** 8½" x 11" pages. Any use of 11" x 17" pages will be counted as two (2) pages each. Only the responses to the Evaluation Factors count towards this page limit.

3. Proposers must attach resumes for all personnel on the proposed Project Team. There is no page limit for resumes.

4. Proposers must attach a statement disclosing any existing or potential conflicts of interest relative to the performance of the services described in this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed.
5. Proposers must attach a signed acknowledgement form for each addendum, if any.
6. Proposers must specify any objections to the terms and conditions described in this RFP. Any objections should be stated on a separate attachment titled "Objections to RFP". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the RFP. The nature and extent of any objections taken will be considered by the RTC in the selection process. **OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**
7. Proposers must specify any objections to the terms and conditions in the Form Contract available at [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com). Any objections should be stated on a separate attachment titled "Objections to Form Contract". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the Form Contract. The nature and extent of any objections taken will be considered by the RTC in the selection process. **OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**
8. The proposal must have a page divider between each of the sections described above.
9. Proposers must provide one copy of their financial statements (including balance sheet and income statements) for the last two (2) years. If proposer is a wholly-owned subsidiary of a parent company, it must also submit the financial statements of its parent company for the same two (2) years. The financial statements must set forth the financial status of the entity or business unit that will actually perform the work.

Failure to meet the above stated requirements and limitations may result in a proposal being deemed non-responsive in the RTC's discretion. Later alterations, modifications or variations to a proposal will not be considered unless authorized by the RFP or an addendum.

## **SECTION 10 – SUBMITTAL INSTRUCTIONS**

Proposers have two options for submitting their proposal and proposal materials.

Proposers may submit the following via [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com):

- The proposal and required attachments
- The proposer's financial statements

Proposals received after the specified deadline **will not** be considered and will be disposed of in an appropriate manner suitable to the RTC, in its sole discretion.

Proposers will be solely responsible for the timely delivery of proposals. No responsibility will attach to the RTC, or any official or employee thereof, for failure to open a proposal not properly submitted. Faxed and/or e-mailed proposals are not allowed and will not be considered.

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## **SECTION 11 – RULES OF CONTACT**

Proposers shall **only** correspond with the RTC regarding this RFP through the RTC's designated representative. The designated representative's contact information is:

Name  
Procurement Analyst  
Regional Transportation Commission  
1105 Terminal Way, Suite 300  
Reno, NV 89502

Proposers shall not contact the RTC's employees, including RTC heads, members of the review committee and/or any official who will participate in the selection and award process, except through the process specified herein. Any communications determined to be improper may result in disqualification at the discretion of the RTC. Information regarding the RFP will be disseminated by the RTC on [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com). The RTC will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in a proposal being deemed non-responsive in the RTC's discretion.

## **SECTION 12 – PROPOSER QUESTIONS**

Any and all questions raised by proposers must be posted to [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com) by the deadline specified in the schedule above. All requests must be accompanied by a corresponding reference to the name of this RFP.

RTC will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com). Only requests submitted through [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com) will be considered.

## **SECTION 13 – CONFIDENTIAL INFORMATION, TRADE SECRETS, AND/OR PROPRIETARY INFORMATION**

All materials submitted become the property of the RTC and will not be returned. The RTC's selection or rejection of a proposal does not affect this right. The master copy of each proposal shall be retained for official files and will become public record after execution of a contract. The RTC shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

Confidential information, trade secrets, and/or proprietary information must be marked as such in the proposal. The failure to mark this information as per NRS 332.061 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the RTC. If the RTC reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 332, the RTC will contact the proposer. The

proposer must advise the RTC as to whether it either accepts the RTC's determination that the information is not confidential, or withdraws the information. The proposer will not be allowed to alter the proposal after the date and time set for receipt of proposals. Notwithstanding the provisions in NRS Chapter 332, the RTC retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

Any information submitted pursuant to the above procedure will be used by the RTC only for the purposes of evaluating proposals and conducting negotiations.

If a lawsuit or other court action is initiated to obtain proprietary information, a proposer who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information, at its own cost. Failure to do so shall be deemed proposer's consent to the disclosure of the information by the RTC, proposer's waiver of claims for wrongful disclosure by RTC, and proposer's covenant not to sue RTC for such a disclosure.

Proposer also agrees to fully indemnify the RTC if the RTC is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

#### **SECTION 14 – EVALUATION PROCESS**

A review committee will evaluate the proposals. The review committee will be comprised of RTC staff and may include other members representing local entities.

Oral interviews may be conducted at RTC's sole discretion with proposers within a competitive range. In the event that the RTC elects to conduct interviews, each proposer in the competitive range will be advised of the format and schedule for interviews.

If interviews are not conducted, the final ranking will be determined based on scoring of the proposals. If interviews are conducted, the final ranking will be determined by the review committee after the interviews. Failure of a proposer to appear at an oral interview, if the committee elects to conduct such interviews, will be considered non-responsive, and that proposer will be eliminated from any further consideration.

#### **SECTION 15 – NEGOTIATION OF AGREEMENT**

After the final ranking, the RTC and the highest ranked proposer will finalize the scope of services, schedule of services and attempt to negotiate a fair and reasonable price and finalize the contract. The RTC shall have the right to conduct a cost/price analysis and any other analysis necessary to determine whether or not the price is fair and reasonable. All costs incurred by the proposer in connection with the negotiations shall be borne by the proposer and there shall be no right to reimbursement from the RTC. Negotiations shall be confidential and not subject to



disclosure to competing proposers. The terms agreed to by the parties shall be confidential until a contract is executed.

If an acceptable agreement cannot be reached with the highest ranked proposer, the RTC may terminate negotiations with that proposer and proceed to negotiate with the next highest ranked proposer, and so on, until an acceptable agreement is negotiated, or the RTC, in its sole discretion, elects to terminate the procurement.

If an acceptable agreement is reached, the contract will be submitted to the RTC's governing body with a recommendation of award. After award and execution of the contract, proposals can be requested from the RTC via a public records request.

#### **SECTION 16 – PROTEST PROCEDURES**

RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13 at <https://www.rtcwashoe.com/about/procurement/>. RTC will furnish a copy of Management Policy P-13 upon request.

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## **Attachment A – Scope of Services**

Provide all Right-of-Way (R/W) services necessary (Acquisition, Relocation) to include developing schedules and budget estimates. In addition a Relocation Plan is required to be completed within the first forty-five (45) days and a Real Estate Acquisition Management Plan is required to be completed within the first sixty (60) days of when the Notice to Proceed (NTP) is provided by RTC. The NTP is anticipated to be the first quarter of 2023.

Complete and document all R/W activities in compliance with applicable laws, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act), 49 CFR Part 24, FTA Circulars, Nevada Revised Statutes and other applicable rules and regulations.

The Consultant shall have an established quality control program that ensures accurate and complete documentation of the R/W Activities to be performed sufficient to demonstrate compliance with all state and federal regulations, statutes and policies.

### **A. Relocation Plan**

Within 45 days of the effective date of the Notice to Proceed and a tentative list of properties to be acquired, Consultants will prepare and deliver to RTC a Relocation Plan. Provide a plan of notification to all affected property owners, tenants, business owners to include all required notifications, to include but not be limited to: A General Relocation Information Notice, A Notice of Relocation Eligibility and The Acquisition/Relocation Handbook.

Develop and submit for RTC's approval all required forms to be used in the relocation process. RTC has developed a set of forms for consideration, comment, and use by the Consultant. An analysis of the relocation project to include:

- An estimate of the number and type of households to be displaced.
- An estimate of the availability of comparable replacement dwellings in the area, including an analysis of Last Resort Housing, if necessary.
- An estimate of the number, type and size of businesses, farms and nonprofit organizations to be displaced.
- Identification of any "SPECIAL CIRCUMSTANCES" which may have an impact on the relocation process, such as special language requirements, locations sensitive to business viability and community continuity, and how to resolve complications that arise from these "special circumstances."

A schedule for the completion of relocation transactions not later than 18 months or such other later date consistent with RTC's schedule.

## **B. Relocation Estate Acquisition Plan**

The RAMP is a planning document for the RTC that includes real estate goals and methodology from the perspective of timing, staffing, statutory, and policy issues. Within 60 days of the effective date of the Notice to Proceed and a tentative list of properties to be acquired, Consultants will prepare and deliver to RTC the RAMP.

The purpose of a RAMP is to guide the assessment of real estate goals and the methodology for real estate acquisition. If done correctly, they will identify schedule issues, difficult parcels, the need for expanded advisory assistance, and staff issues.

## **C. Acquisition**

Provide all services necessary to perform right-of-way acquisition, acquire title to real property in the name of the RTC, preparation of condemnation case information and recording deeds. A minimum of are required to complete the necessary acquisition throughout the acquisition phase of the project.

Develop and submit for RTC's approval all required forms to be used in the acquisition process. RTC has developed a set of forms for consideration, comment, and use by the Consultant. Review title search documents, right-of-way plans and legal descriptions in order to become familiar with the project and to verify that the information provided is accurate and consistent with approved appraisal reports. Provide supplemental title report updates and vesting documents, as requested and needed. Prepare agreements and present written offers of just compensation to property owners. Negotiate the acquisition of needed right-of-way parcels; prepare administrative settlements as necessary; open, coordinate, and monitor escrow activities through the close of escrow, sufficient to acquire title to real property in the name of RTC, as applicable.

Prepare and maintain planning, budgeting, scheduling, tracking and reporting documents. These will include project acquisition files documenting offers, negotiations and contact logs, relocation computation and payments, relocation files and all required notices.

The project will require the Consultant to perform the services on an estimated 34 parcels to perform the number and type of acquisitions listed below:

- 6 Full Fee Acquisitions
- 13 Partial Fee Acquisitions
- 26 Temporary Construction Easements

- 12 Permanent Construction Easements
- 5 Public Utility Easements

#### **D. Relocation**

Provide all services necessary to perform right-of-way relocation, to include relocation computation and payments, in compliance with applicable laws, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, FTA C 5010.1D and Nevada Revised Statute and other applicable rules and regulations.

Develop and submit for RTC's approval all required forms to be used in the relocation process. RTC has developed a set of forms for consideration, comment, and use by the Consultant. Prepare and deliver notices as required to include, but not limited to 90-, 60- and 30-Day Notices consistent with RTC and state and federal requirements. Calculate the amount of relocation payment for which each owner is entitled in accordance with federal guidelines. In those instances where Consultant is unable to timely identify comparable replacement housing, Consultant shall determine the amount necessary to provide Last Resort Housing. Recommend eviction actions where necessary to ensure vacation of the property as required.

The project will require the Consultant to perform the services on an estimated 34 parcels to perform the number and type of relocations listed below:

- 6 Business Relocations

#### **E. Appraisals**

Provide appraisal reports to comply with the reporting requirements set forth under Standards Rule 2-2 (a) and in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), 49 CFR 24.103, FTA C 5010.1D, Chapters 1 and 4, and, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisitions from a qualified, MAI certified appraisers who are licensed by the State of Nevada. Departure is permitted only under the provisions of the USPAP Departure Rule with the concurrence of RTC. A complete appraisal is required at all times. The format and level of documentation for an appraisal report depend on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained appraisal report, narrative format. A summary report in conformance with USPAP Standards Rule 2-2(b) or a restricted use report in conformance with USPAP Standards Rule 2-2(c) is permitted in cases, which, by virtue of their low value or complexity do not require the in-depth analysis and presentation necessary in a self-contained appraisal report. A summary report may be acceptable on complex property assignments on a case-by-case basis as determined by RTC. This appraisal report is intended to comply with the requirements of the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book).

**F. Appraisal Review**

Provide appraisal reviews that conform to the Uniform Standards of Professional Appraisal Practice (USPAP), 49 CFR 24.104, FTA C 5010.1D, Chapters 1 and 4, and, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisitions from a qualified, MAI certified appraisers who are licensed by the State of Nevada, as applicable. Departure is permitted only under the provisions of the USPAP Departure Rule with the concurrence of RTC.

**G. Property Management**

Ensure acquired properties are secure, accessible, clean and remain free of debris and in compliance with all other City of Reno Code requirements until such time that they are incorporated into the project. Coordinate the transfer of all utilities into RTC's name until such time as the property is demolished. Demolition of all acquired properties will be handled under the construction contract.

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**EVALUATION/SCORING SHEET**  
**Attachment B**

Project Name \_\_\_\_\_

Proposer Name \_\_\_\_\_

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

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<b>Factor 1 - Project Approach:</b> a. Describe your team's understanding of and capabilities to perform the project requirements. b. Identify the specific methods and procedures that will be used to complete the project requirements. c. Prepare a project schedule showing the durations and start and finish dates of the critical activities required to perform the scope of work. d. Describe your team's business relocation experience of past lesson's learned and completion to the critical milestones.	30%	100					<b>Strength(s):</b>  <b>Weakness(es):</b>  <b>Explanation of Revised Score(s) (if any):</b>
<b>Factor 1 Weighted Points Calculation(s)</b>	%		0.0	0.0	0.0	0.0	
<b>Factor 2 - Project Team:</b> a. Identify the proposed project team and key personnel, including any sub-consultant(s), and include the position in the firm and area of expertise, qualifications and experience. Provide resumes and at least three references for each key personnel. Resumes do not count in the page limitation. b. Include a current organizational chart of the project team, including subconsultant(s) with responsibilities of team members identified therein. Use Consultant Form in Exhibit J in addition to an organizational chart.	30%	100					<b>Strength(s):</b>  <b>Weakness(es):</b>  <b>Explanation of Revised Score(s) (if any):</b>
<b>Factor 2 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<b>Factor 3 - Past Performance:</b> a. Describe your firm's experience within the last five years with similar projects for government agencies that required Uniform Act compliance including Acquisition and Relocation. Provide a reference and a detailed description of each project listed to include scope of service, costs of services provided, number of parcels acquired and relocated. b. Provide the teams experience in implementing cost and schedule controls and effectively delivering similar projects within budget and on schedule.	30%	100					<i>Strength(s):</i>  <i>Weakness(es):</i>  <i>Explanation of Revised Score(s) (if any):</i>
<b>Factor 3 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	
<b>Factor 4 - Availability and Capacity:</b> a. Provide a matrix or chart showing the availability and existing commitments of the Project Team, the number of hours remaining and the estimated completion date for each project.	10%	100					<i>Strength(s):</i>  <i>Weakness(es):</i>  <i>Explanation of Revised Score(s) (if any):</i>
<b>Factor 4 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	
<b>TOTAL:</b>	<b>100%</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	

Name of Evaluator (print): \_\_\_\_\_

Employer: \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 4.11**

**From:** Mark Maloney, Director of Public Transportation and Operations

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**RECOMMENDED ACTION**

Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation to receive and use Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) federal funds in an amount not-to-exceed \$2,280,000 for the Regional Transportation Commission (RTC) Trip Reduction Program.

**BACKGROUND AND DISCUSSION**

Since 1996, the RTC has operated a program aimed at reducing the number of trips made by single occupancy vehicles. Major components of the trip reduction program, marketed under the name RTC SMART TRIPS, include web-based and App trip matching services, subsidized vanpool and bus pass programs, and bicycle and pedestrian promotion. This new agreement provides funds to the RTC for the implementation of a Comprehensive Trip Reduction/Regional Rideshare Program in Washoe County for one year. Further, it authorizes the state to utilize up to \$2,280,000 in CMAQ and STBG funds to reimburse the RTC for ninety-five percent (95%) of eligible trip reduction program expenses. The remaining five percent (5%) of the expenses is paid by the RTC as the required local match for the federal funds in the amount of \$120,000. The project is included in the current Regional Transportation Improvement Program (RTIP).

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget.

**PREVIOUS ACTIONS BY BOARD**

July 16, 2021      Approved the cooperative agreement with the Nevada Department of Transportation to receive and use Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) federal funds in the amount of \$1,250,000.00 for the RTC Trip Reduction Program.

**ATTACHMENT(S)**

A. Interlocal Agreement between NDOT and RTC



Agreement Number PR199-22-063

## COOPERATIVE AGREEMENT

This Agreement is made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Regional Transportation Commission of Washoe, 1105 Terminal Way, Reno, NV 89502, hereinafter called the "RTCWA".

## WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to provide funding for the implementation of the Travel Demand Management Program (TDM), hereinafter called the "PROJECT;" and

WHEREAS, the Fixing America's Surface Transportation Act (FAST Act) provides funding for all modes of transportation under which this PROJECT is eligible for ninety-five percent (95%) federal funds and five percent (5%) matching funds; and

WHEREAS, the PROJECT has been approved for Federal Congestion Mitigation and Air Quality (CMAQ) funds, Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.205; and

WHEREAS, the TDM services to be provided by the RTCWA shall be of benefit to the DEPARTMENT, the RTCWA, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

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

## ARTICLE I - RTCWA AGREES

1. To provide the DEPARTMENT with an analysis of employee commuting needs; employer program design and implementation; ongoing program evaluation and consulting; bus pass subsidy; carpool/vanpool program; biking promotions; newsletters and mass mailings; print/radio/TV promotion; community education programs; student and university target marketing; flex-fare transit programs; and coordinated transportation programs.

2. To use the funds provided herein for a PROJECT, which promotes and assists the public and local businesses in the use of alternative modes of transportation, such as public transit, carpooling/vanpooling, bicycling, walking, telecommuting, and flexible work schedules. The goal of the program is to reduce the overall number of single occupant trips with emphasis on commuter work trips, thus improving air quality and mobility in Washoe County, and surrounding areas of the county. The PROJECT will be accomplished through the use of various marketing tools, such as brochures, advertisements, and employee/employer incentives focused on increasing awareness of public transportation options, fuel conservation, and the long-term benefits of improved air quality and associated environmental factors.

3. To bill the DEPARTMENT quarterly for actual costs of the PROJECT (with supporting documentation) of which ninety-five percent (95%) in CMAQ funds of the eligible PROJECT costs will be reimbursed, not to exceed Two Million Two Hundred Eighty Thousand and No/100 Dollars (\$2,280,000.00). The DEPARTMENT shall deduct any preliminary engineering and construction engineering costs incurred by the DEPARTMENT for the PROJECT to determine the actual invoice cost. The RTCWA is responsible for the five percent (5%) match of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00). The RTCWA shall provide supporting documentation to be audited to confirm that work performed conforms to DEPARTMENT and Federal Highway Administration guidelines.

4. All services and incentives provided under the PROJECT shall be in accordance with the 23 CFR Part 420(A) Sections 420.103 through 420.121, inclusive. All costs applied against the grant must be necessary and justifiable for the proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 2 CFR part 200, Subpart E.

5. In accordance with 2 CFR Subpart 200.328, the RTCWA will provide the DEPARTMENT with quarterly reports describing how the RTCWA has promoted the PROJECT in Clark County. The quarterly reports shall identify the program's established goals and clearly identify a description of work accomplished. Accurate, current, and complete disclosure of financially assisted activities must be made in accordance with DEPARTMENT's financial reporting requirements. The RTCWA must maintain records, which adequately identify the source and application of funds provided for financially assisted activities. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contracts, and sub-grant award documents. The report (narrative) must be submitted quarterly with the RTCWA's request for reimbursement. This report shall include samples of any promotional materials and/or incentive/marketing materials proposed for the program. Any change of work must be approved through an updated work program amendment prior to work being done.

## ARTICLE II - DEPARTMENT AGREES

1. To fund ninety-five percent (95%) of the PROJECT with CMAQ funds, estimated to be and not to exceed Two Million Two Hundred Eighty Thousand and No/100 Dollars (\$2,280,000.00).

2. To establish and maintain a budget for the TDM. This budget shall be maintained by the Transportation Multimodal Planning Division of the DEPARTMENT, and all invoices shall be submitted to the Transportation Multimodal Planning Division for approval and reimbursement.

## ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including September 30, 2023.

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

3. In the event that the RTCWA performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the RTCWA shall forfeit any and all right to payment for such work.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The RTCWA shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 4 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

6. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director  
Attn.: Sondra Rosenberg, Assistant Director, Planning  
Nevada Department of Transportation  
Program Development Division  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7202  
Email: [srosenberg@dot.nv.gov](mailto:srosenberg@dot.nv.gov)

FOR RTCWA:

William A. Thomas, Executive Director  
Regional Transportation Commission of Washoe County  
1105 Terminal Way, Suite 300  
Reno, NV 89502  
Phone: (775) 335-1826  
Fax: (775) 348-3240

8. Should this Agreement be terminated by the RTCWA prior to completion of the PROJECT, the RTCWA shall reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination and all costs incurred by the DEPARTMENT because of this Agreement's termination.

9. The RTCWA agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

10. The RTCWA shall ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of the RTCWA and the DEPARTMENT. The RTCWA shall ensure any subconsultant shall not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the RTCWA and the DEPARTMENT. The RTCWA shall not utilize (and shall ensure any subconsultant shall not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The RTCWA (and any subconsultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

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

12. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

14. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver

by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

15. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which shall set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

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 state district courts for enforcement of this Agreement.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

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 suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

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

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

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

23. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

24. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

25. 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 to be kept confidential by this Agreement.

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

27. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission  
of Washoe County

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
William A. Thomas, AICP, Executive Director

\_\_\_\_\_  
Director

Approved as to Legality and Form:

\_\_\_\_\_  
Deputy Attorney General



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 4.12**

From: Christian Schonlau, Director of Finance/CFO

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**RECOMMENDED ACTION**

Acknowledge receipt of the Investment Committee report for the quarter ended June 30, 2022.

**BACKGROUND AND DISCUSSION**

The Investment Committee met with PFM Asset Management LLC (PFM) on July 26, 2022, to discuss the performance of the debt service investment fund for the quarter ending June 30, 2022. Committee members in attendance were Christian Schonlau, Jelena Williams and Nelia Belen. The current investment portfolio consists of 28.1% U.S. Treasuries and 71.9% Federal Agencies. Year to date percentage earnings through June 2022 was 0.32%. The investment percentage earnings target is 1.50% for the 2022 calendar year.

**FISCAL IMPACT**

The reserve fund earnings for the quarter ended June 30, 2022, are \$6,527.

**PREVIOUS BOARD ACTION**

12/16/2011 Approved an investment policy of 92% Federal Agencies and 18% Corporate Notes as authorized per NRS 355.170.

The RTC Board has since acknowledged receipt of the Investment Committee reports on a quarterly basis beginning in June 2012.

**ATTACHMENT(S)**

- A. June 30, 2022, Quarterly Investment Report



# WASHOE COUNTY REGIONAL TRANS COMMISSION

## Investment Performance Review For the Quarter Ended June 30, 2022

### Client Management Team

Monique Spyke, Managing Director  
Robert Cheddar, CFA, Managing Director

### PFM Asset Management LLC

1 California Street Ste. 1000  
San Francisco, CA 94111-5411  
415-393-7270

213 Market Street  
Harrisburg, PA 17101-2141  
717-232-2723

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# Agenda

- Market Update
- Account Summary
- Portfolio Review

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# Market Update

## Current Market Themes



- ▶ The U.S. economy is characterized by:
  - ▶ High inflation
  - ▶ A strong labor market
  - ▶ Depressed consumer confidence
  - ▶ Growing potential for economic recession



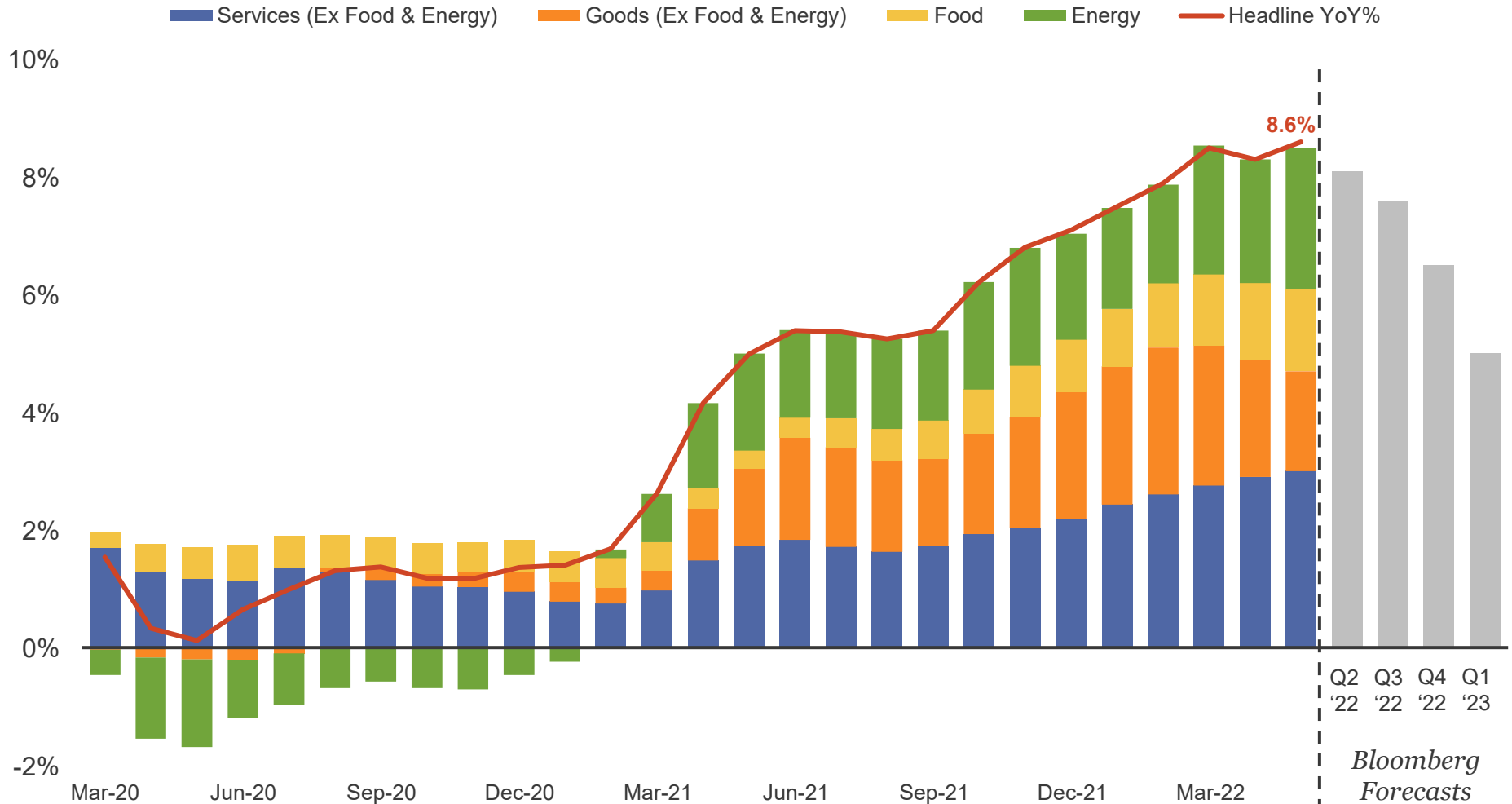
- ▶ The Federal Reserve is tightening monetary policy
  - ▶ More aggressive rate hikes to battle persistent inflation
  - ▶ Short-term fed funds rate projected to reach 3.25% to 3.75% by year-end
  - ▶ Start of balance sheet reduction; pace to double beginning in September



- ▶ Asset prices have fallen sharply in 2022 as a result of:
  - ▶ The impact of higher rates on bond prices and equity valuations
  - ▶ Wider credit spreads
  - ▶ High commodity prices, rising labor costs, and the continuing conflict in Ukraine
  - ▶ High levels of volatility and uncertainty

## U.S. Inflation Hit a New Four-Decade High in May

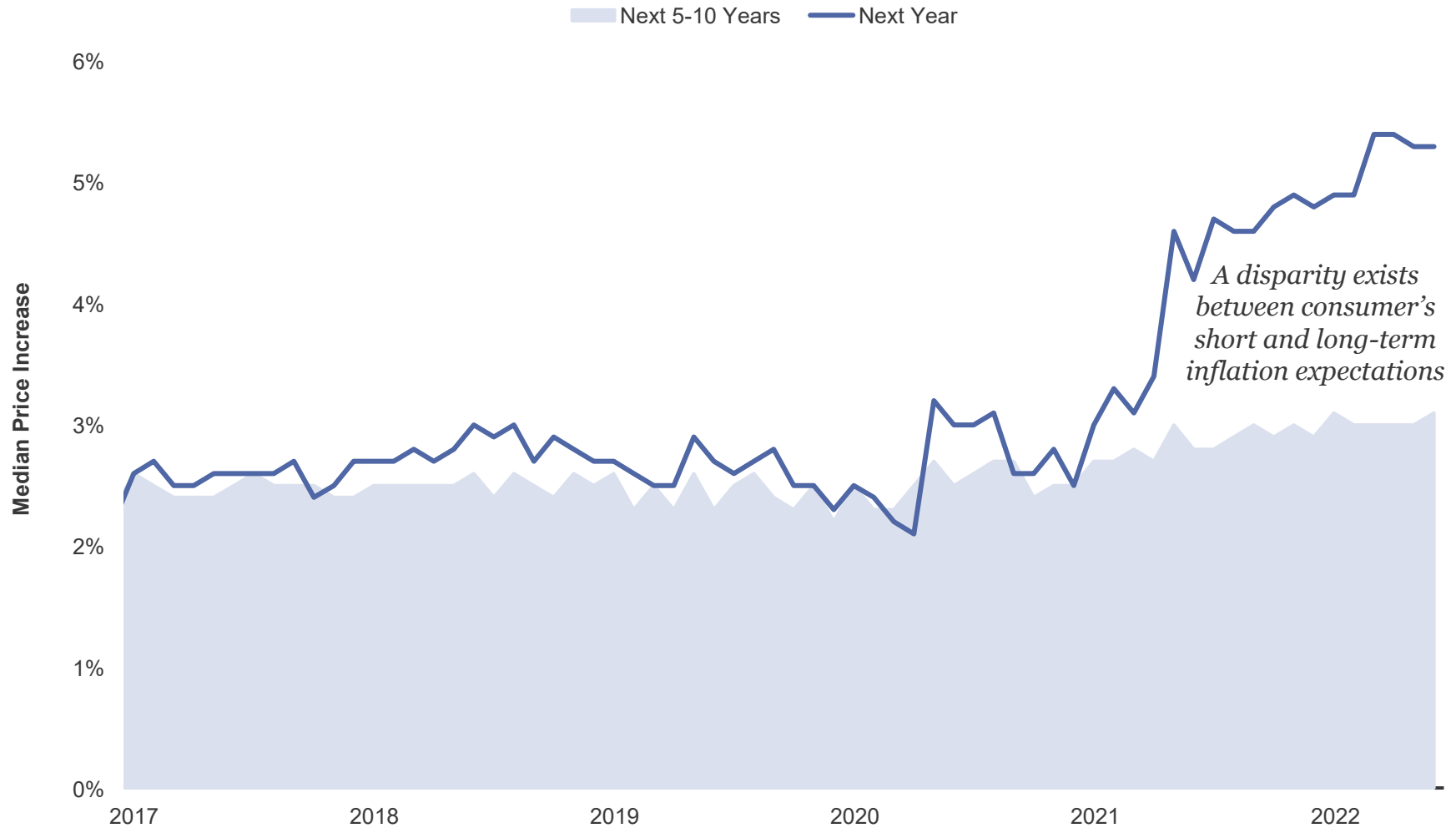
### Consumer Prices (CPI) Top-Line Contributions and Year-over-Year Reading



Source: Bloomberg, as of May 2022.

## Consumers Expect High Inflation in the Near Term, but Moderation Longer Term

### University of Michigan Survey of Consumers Expected Change in Prices

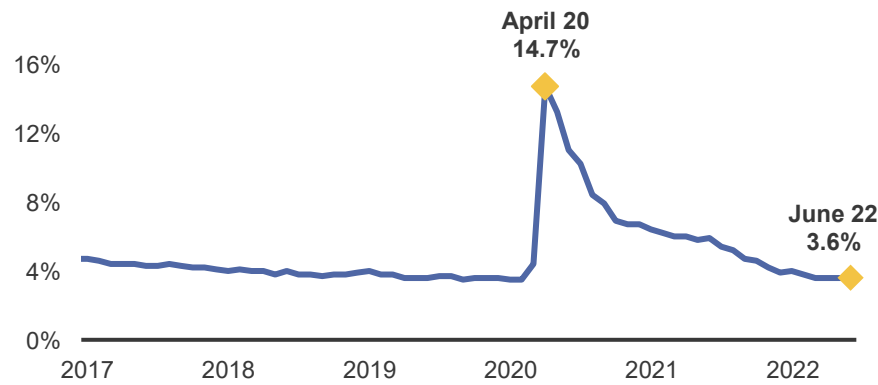


Source: Bloomberg, as of June 2022.

## Strong Labor Market and Spending Provide Momentum Against Signs of Economic Slowing

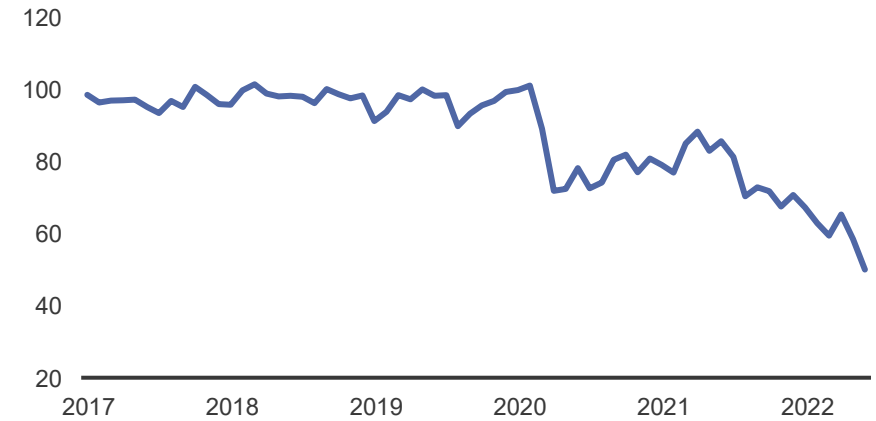
### Tailwinds

U.S. Unemployment Rate

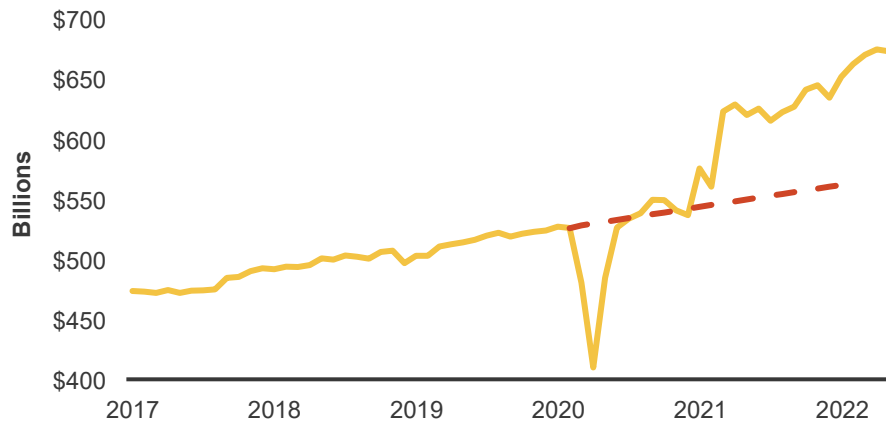


### Headwinds

Index of Consumer Sentiment



Retail Sales (Monthly)



Existing Home Sales



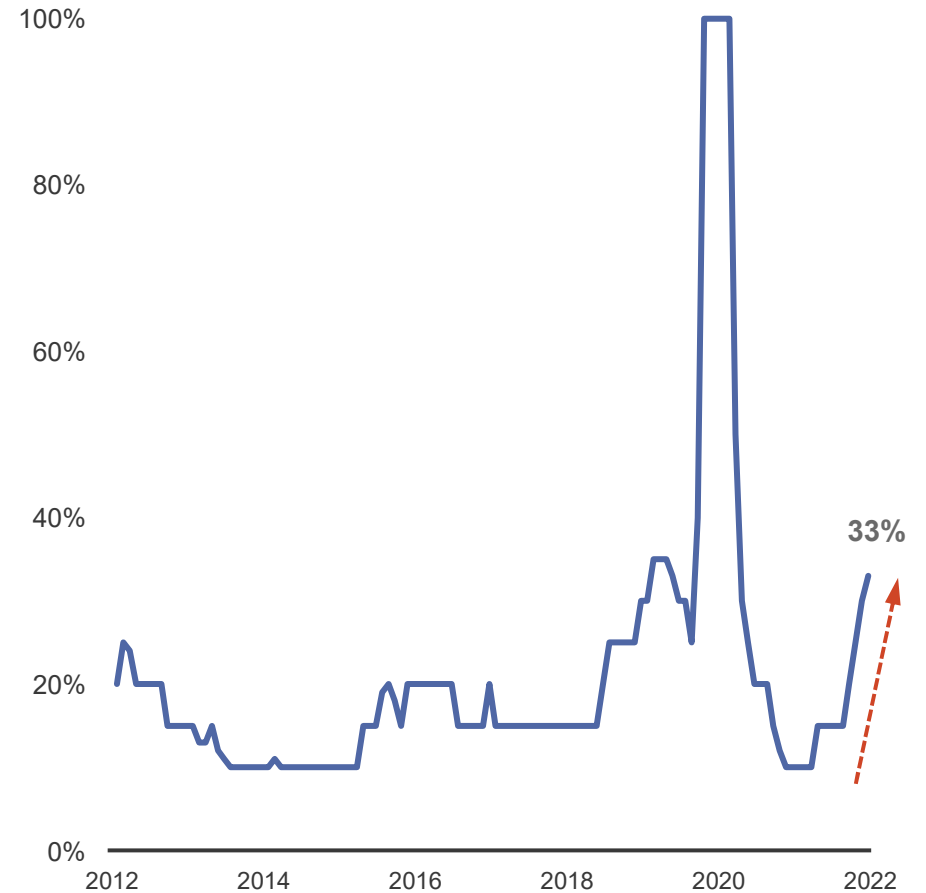
Source: Bloomberg, as of June 2022.

## Uncertainty Grows Around Economic Outlook

### GDP Contributors

	Q2 2021	Q3 2021	Q4 2021	Q1 2022
<b>U.S. Real GDP</b>	<b>6.7%</b>	<b>2.3%</b>	<b>6.9%</b>	<b>-1.6%</b>
<i>Personal Consumption</i>	7.9%	1.4%	1.8%	1.2%
<i>Fixed Investment</i>	0.6%	-0.2%	0.5%	1.3%
<i>Private Inventories</i>	-1.3%	2.2%	5.3%	-0.4%
<i>Net Exports</i>	-0.2%	-1.3%	-0.2%	-3.2%
<i>Gov't Expenditures</i>	-0.3%	0.2%	-0.5%	-0.5%

### U.S. 1-Year Recession Probability (Bloomberg Median Economist Forecast)

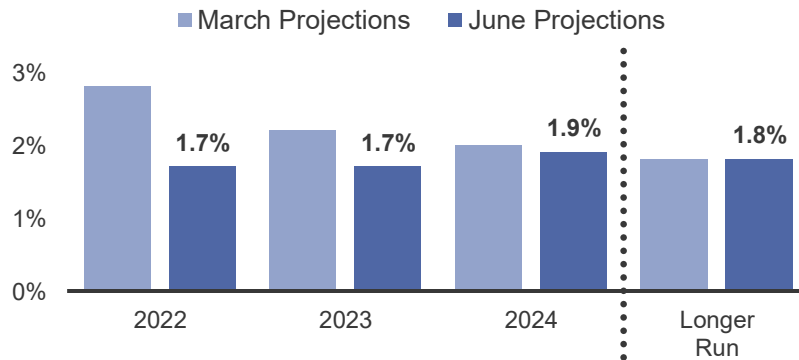


*Following a negative Q1 reading, economists expect positive yet decelerating growth amid an increasingly cautious consumer*

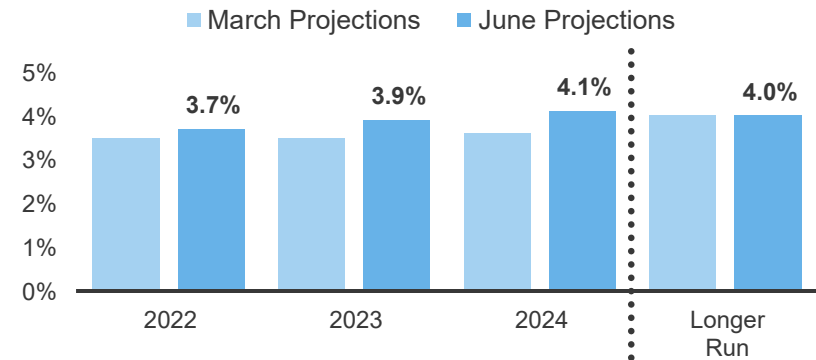
Source: Bloomberg, as of June 2022.

## Fed's Updated Projections Show More Expected Inflation, Lower Growth

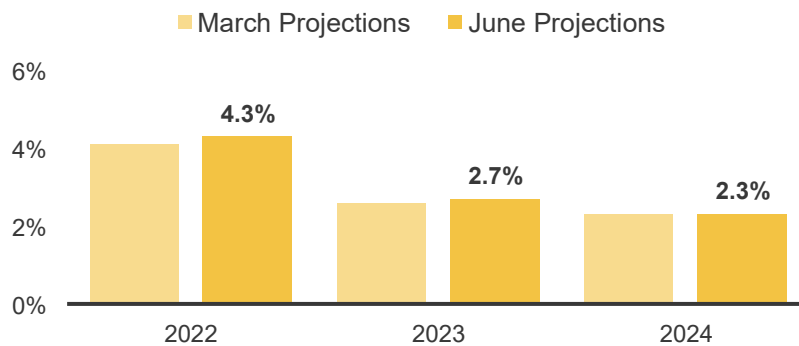
### Change in Real GDP



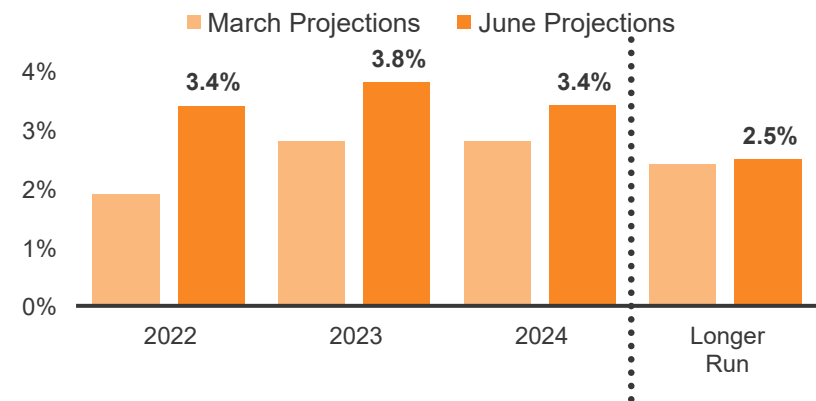
### Unemployment Rate



### Core PCE Inflation



### Federal Funds Rate

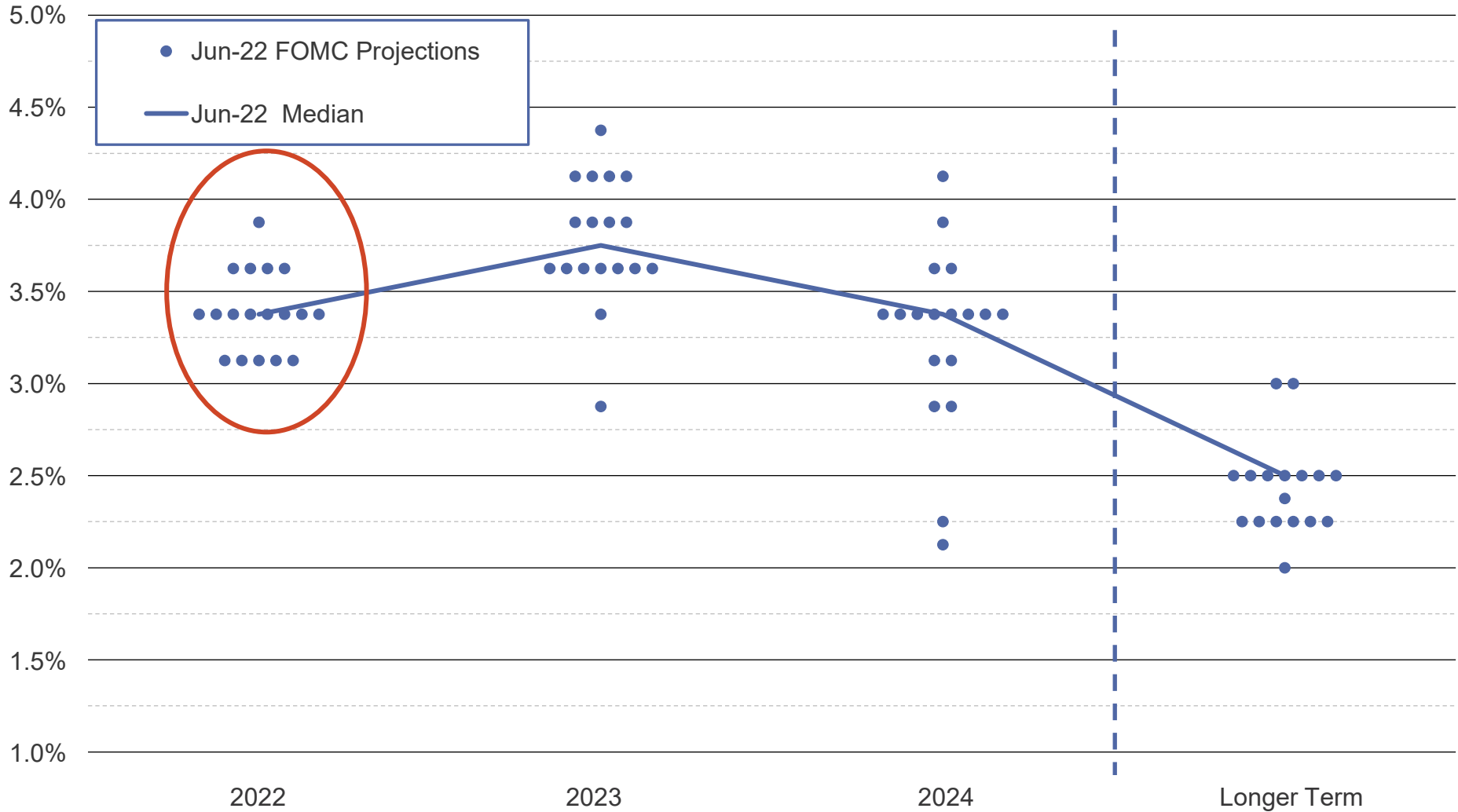


Source: Federal Reserve, latest economic projections as of June 2022.



### Federal Reserve Officials Project 1.75% More in Rate Hikes in 2022

### Fed Participants' Assessments of 'Appropriate' Monetary Policy

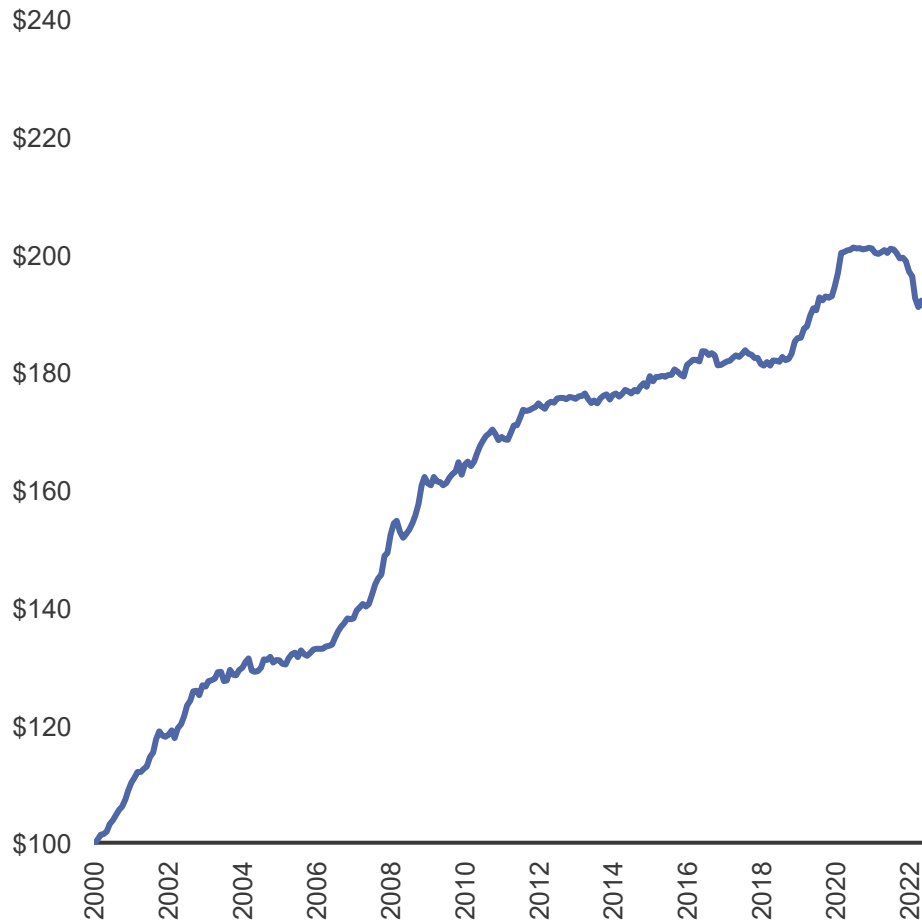


Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end.

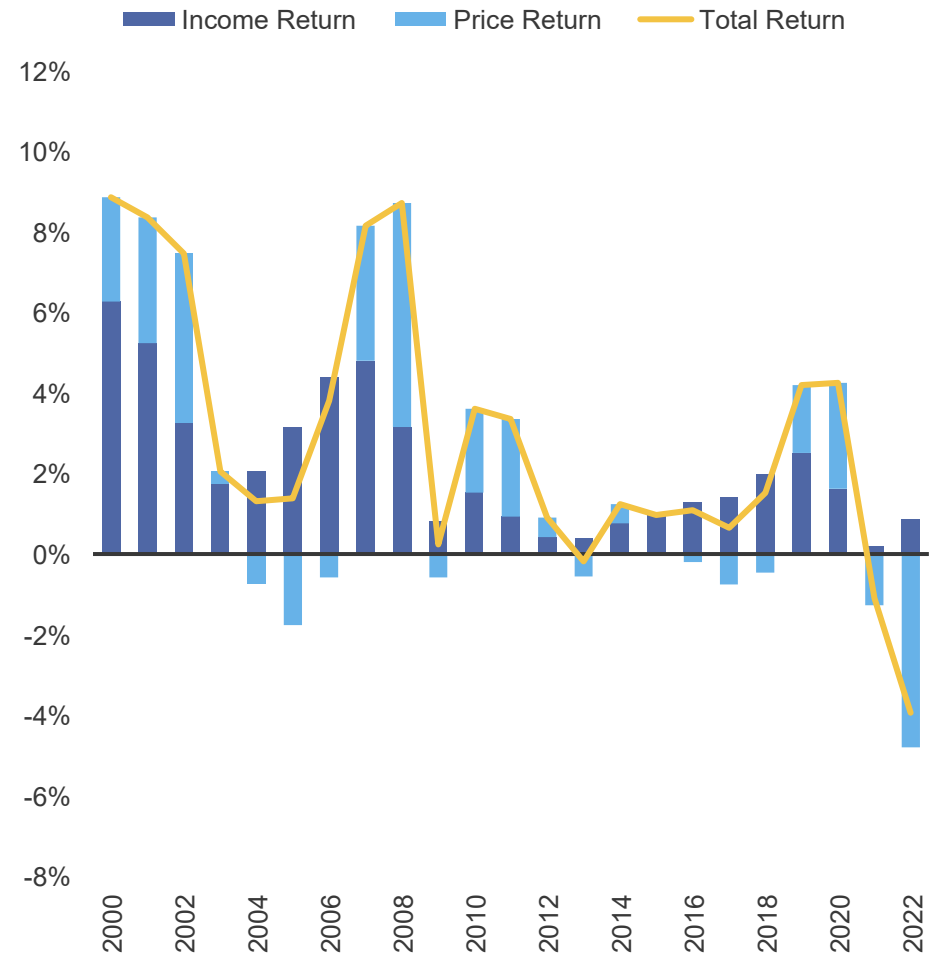
## Surging Yields Give Back Pandemic Gains

### ICE BofA 1-5 Year Treasury Index

**Growth of \$100**  
(1/1/2000 - 6/30/2022)



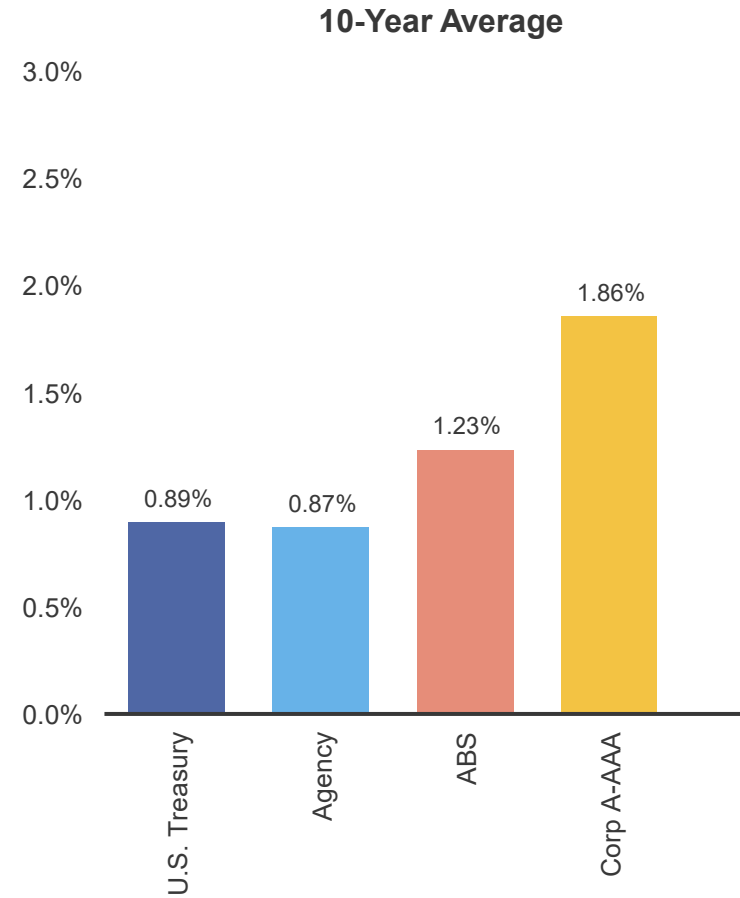
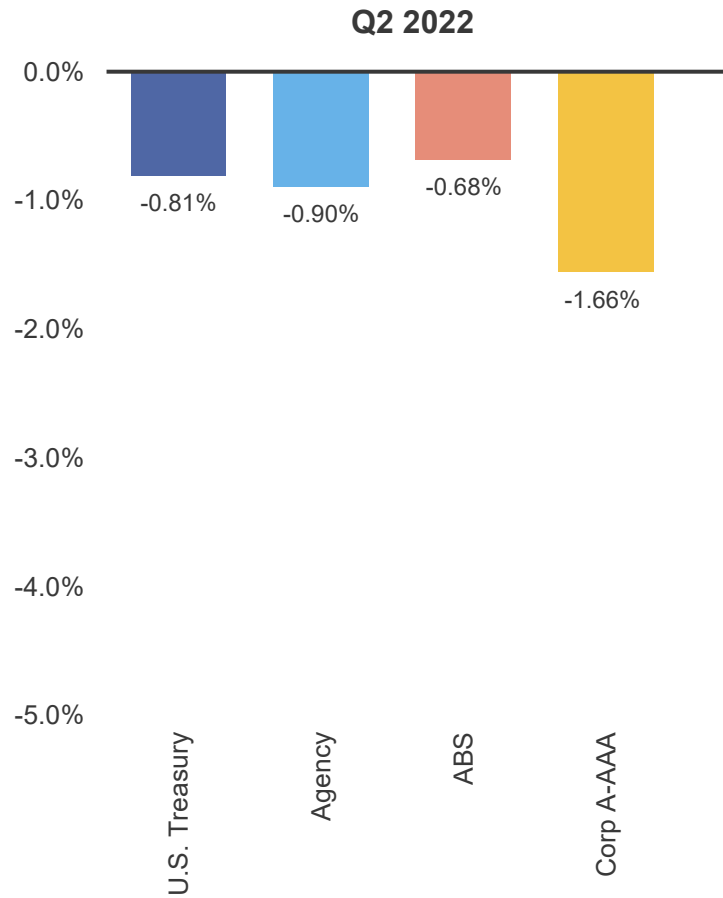
**Annual Price & Income Returns**



Source: ICE BofAML Indices via Bloomberg, as of 6/30/2022; PFMAM calculations. 2022 Price, income, and total return is YTD as of 6/30/2022.

## Rising Rates and Wider Spreads Hurt Fixed-Income Returns in Q2 2022

### 1-5 Year Indices



Source: ICE BofAML Indices. ABS indices are 0-5 year, based on weighted average life. As of 6/30/2022.

## Fixed-Income Sector Commentary – 2Q 2022

- ▶ **U.S. Treasury** securities posted negative returns for more than two quarters. Yields continued to move higher on surging inflation data and expectations for aggressive Fed rate hikes over the course of 2022.
- ▶ The **Federal Agency** sector generated modest incremental returns over Treasuries in Q2 but continue to offer narrow yield spreads and limited value.
- ▶ **Supranational** spreads are elevated for shorter maturities but remained historically tight further out the curve. Issuance has been relatively light year-to-date which has helped keep downward pressure on yield spreads.
- ▶ Investment grade **Corporates** appear to have priced in a recession on the horizon; however, fundamentals and ratings are expected to stabilize while also carrying a low default rate. Yield spreads have been driven wider to historically attractive levels as uncertainties persist.
- ▶ **Asset-Backed** yield spreads widened after a volatile start to the year. Some measures of collateral performance are trending worse, but overall are in a good position from a historical perspective and remain within rating agency expectations.
- ▶ **Mortgage-Backed Securities** were hampered by soaring mortgage rates and the looming reduction to the Fed's balance sheet. The sector will likely remain under pressure for the foreseeable future as it faces a myriad of headwinds.
- ▶ **Taxable Municipals** were one of the few investment grade sectors that performed well during the quarter. But while issuance has slowed despite appearing at attractive levels, deals remain heavily oversubscribed, pressuring spreads lower.
- ▶ **Commercial Paper and CD** spreads remain elevated and attractive, particularly on maturities near nine months which have heightened value and a steeper curve.

### Fixed-Income Sector Outlook – 3Q 2022

Sector	Our Investment Preferences
<b>COMMERCIAL PAPER / CD</b>	
<b>TREASURIES</b>	
<b>T-Bill</b>	
<b>T-Note</b>	
<b>FEDERAL AGENCIES</b>	
<b>Bullets</b>	
<b>Callables</b>	
<b>SUPRANATIONALS</b>	
<b>CORPORATES</b>	
<b>Financials</b>	
<b>Industrials</b>	
<b>SECURITIZED</b>	
<b>Asset-Backed</b>	
<b>Agency Mortgage-Backed</b>	
<b>Agency CMBS</b>	
<b>MUNICIPALS</b>	



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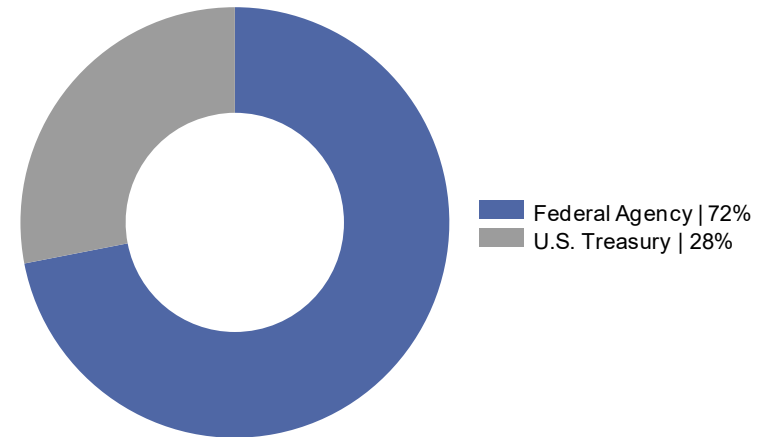
# Account Summary

### Consolidated Summary

#### Account Summary<sup>1</sup>

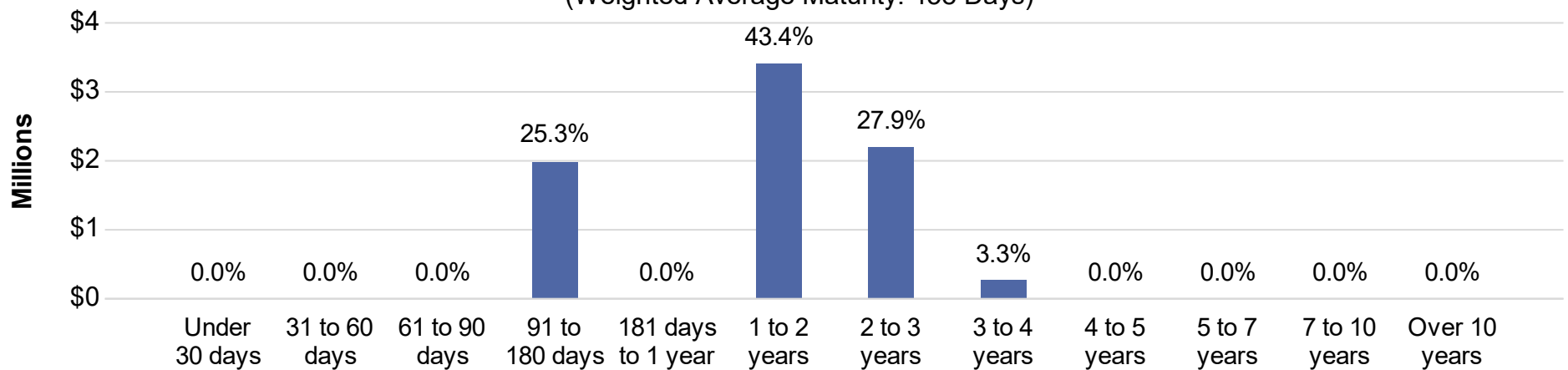
<b>PFMAM Managed Account</b>	\$7,886,243
<b>Total Program</b>	<b>\$7,886,243</b>

#### Sector Allocation



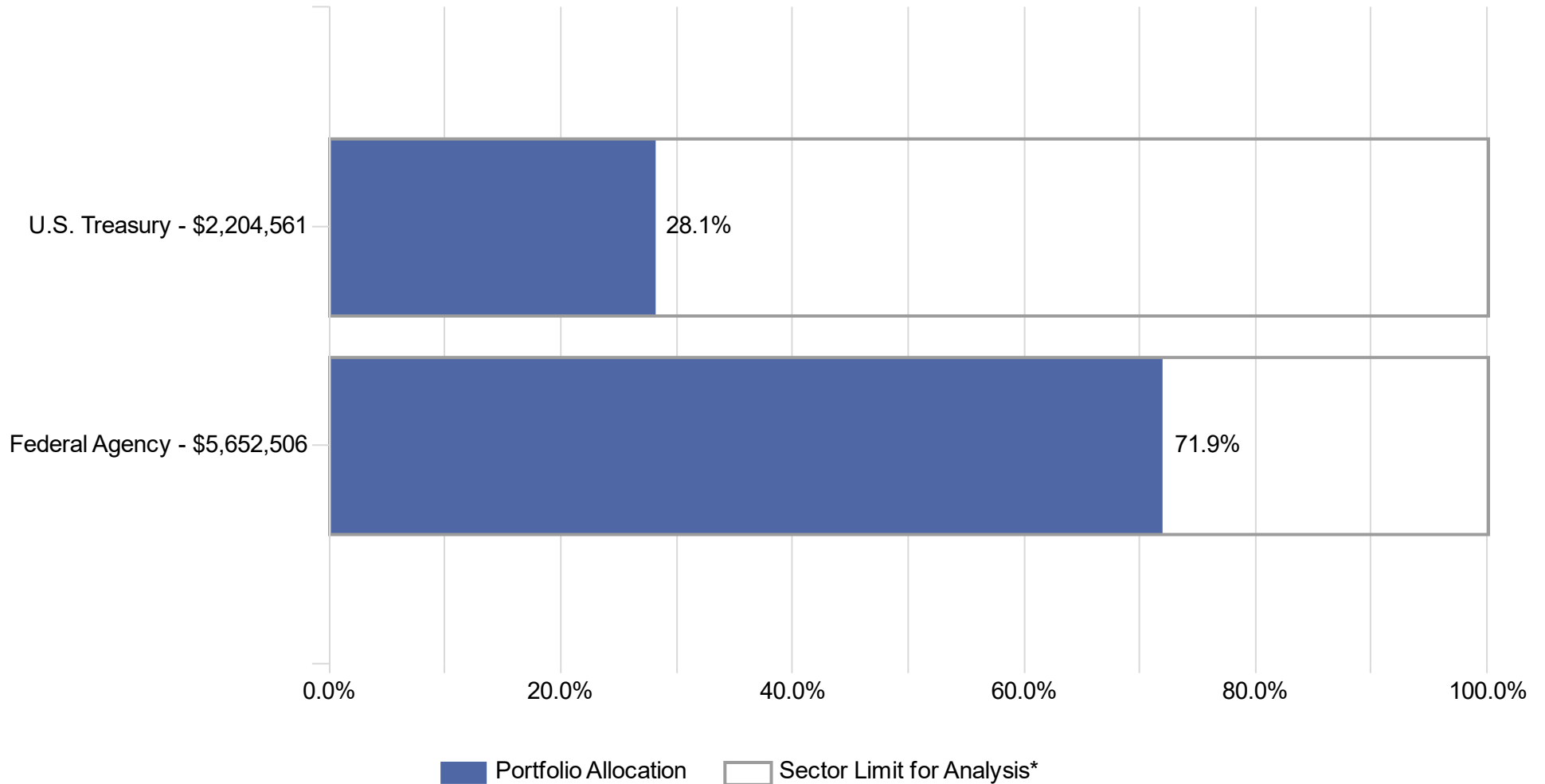
#### Maturity Distribution

(Weighted Average Maturity: 458 Days)



1. Account summary includes market values, accrued interest, cash and cash equivalents. Sector allocation and the maturity distribution include market values and accrued interest.

### Sector Allocation Analytics



*For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.*

*\*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.*



## Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody s / Fitch
<b>U.S. Treasury</b>	<b>28.1%</b>	
UNITED STATES TREASURY	28.1%	AA / Aaa / AAA
<b>Federal Agency</b>	<b>71.9%</b>	
FANNIE MAE	31.0%	AA / Aaa / AAA
FEDERAL FARM CREDIT BANKS	25.3%	AA / Aaa / AAA
FREDDIE MAC	15.7%	AA / Aaa / AAA
<b>Total</b>	<b>100.0%</b>	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

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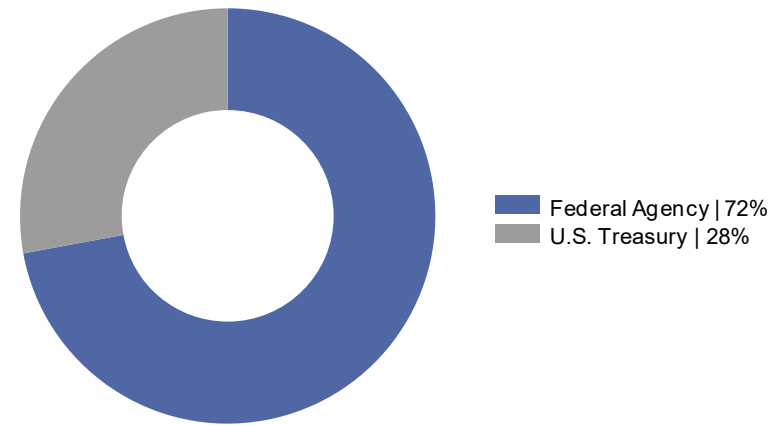
Portfolio Review:  
WASHOE RTC BOND PROCEEDS AGG PORTFOLIO

## Portfolio Snapshot - WASHOE RTC BOND PROCEEDS AGG PORTFOLIO<sup>1</sup>

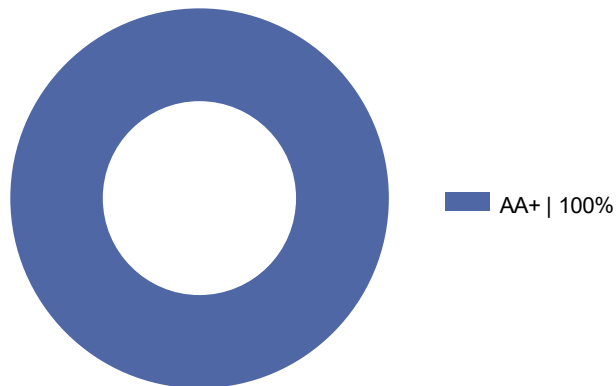
### Portfolio Statistics

<b>Total Market Value</b>	\$7,886,242.83
<i>Securities Sub-Total</i>	\$7,836,273.59
<i>Accrued Interest</i>	\$20,793.40
<i>Cash</i>	\$29,175.84
<b>Portfolio Effective Duration</b>	1.24 years
<b>Yield At Cost</b>	0.32%
<b>Yield At Market</b>	2.76%
<b>Portfolio Credit Quality</b>	AA

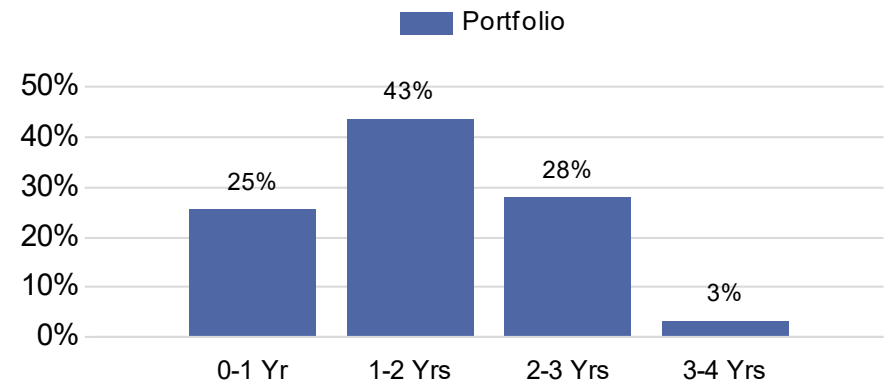
### Sector Allocation



### Credit Quality - S&P



### Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interests. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

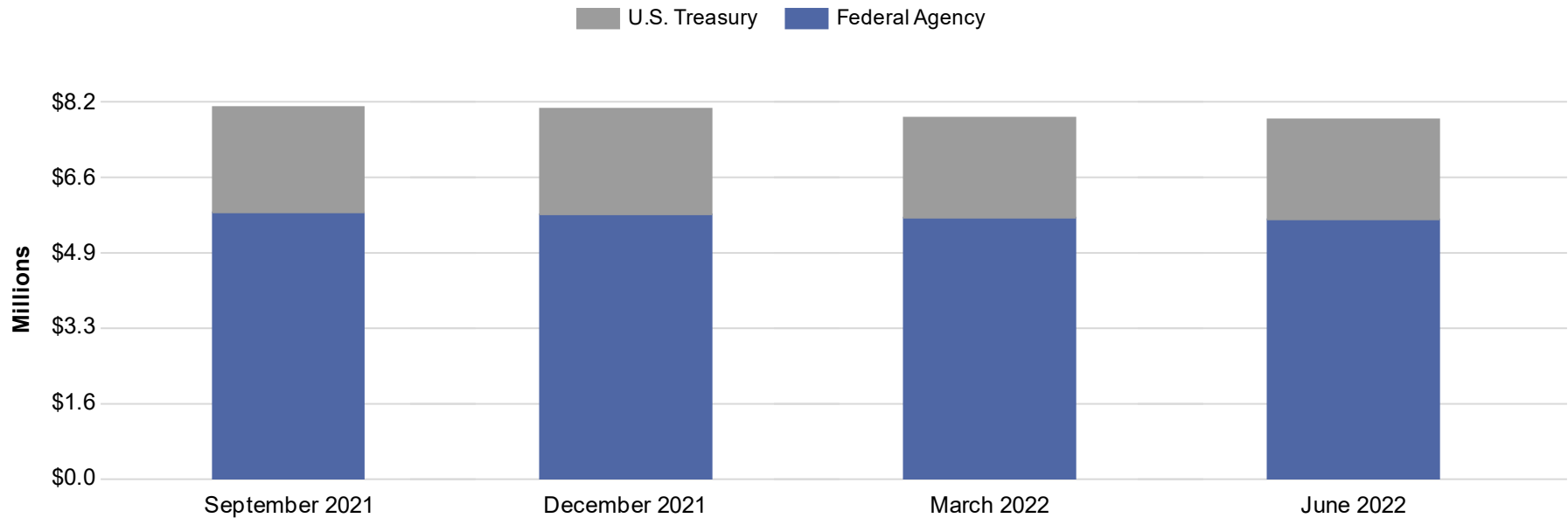
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<b>Total</b>	<b>100.0%</b>	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

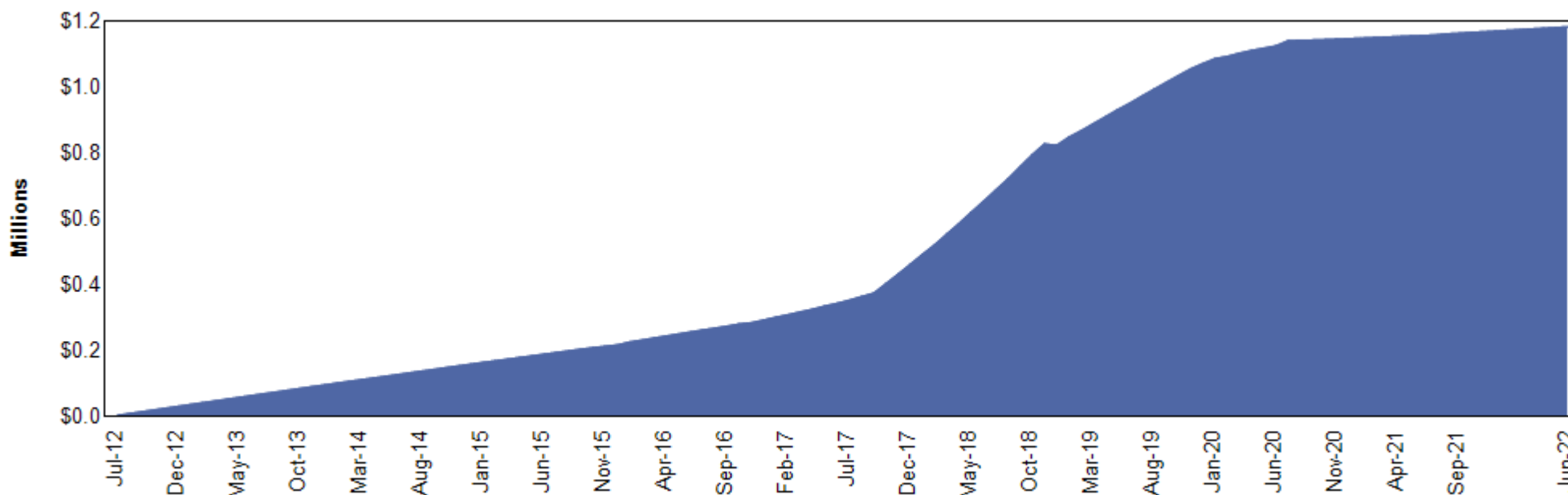
### Sector Allocation Review - WASHOE RTC BOND PROCEEDS AGG PORTFOLIO

Security Type	Sep 21	% of Total	Dec 21	% of Total	Mar 22	% of Total	Jun 22	% of Total
U.S. Treasury	\$2.3	28.7%	\$2.3	28.5%	\$2.2	28.1%	\$2.2	27.9%
Federal Agency	\$5.8	71.3%	\$5.8	71.5%	\$5.7	71.9%	\$5.6	72.1%
<b>Total</b>	<b>\$8.1</b>	<b>100.0%</b>	<b>\$8.0</b>	<b>100.0%</b>	<b>\$7.9</b>	<b>100.0%</b>	<b>\$7.8</b>	<b>100.0%</b>



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

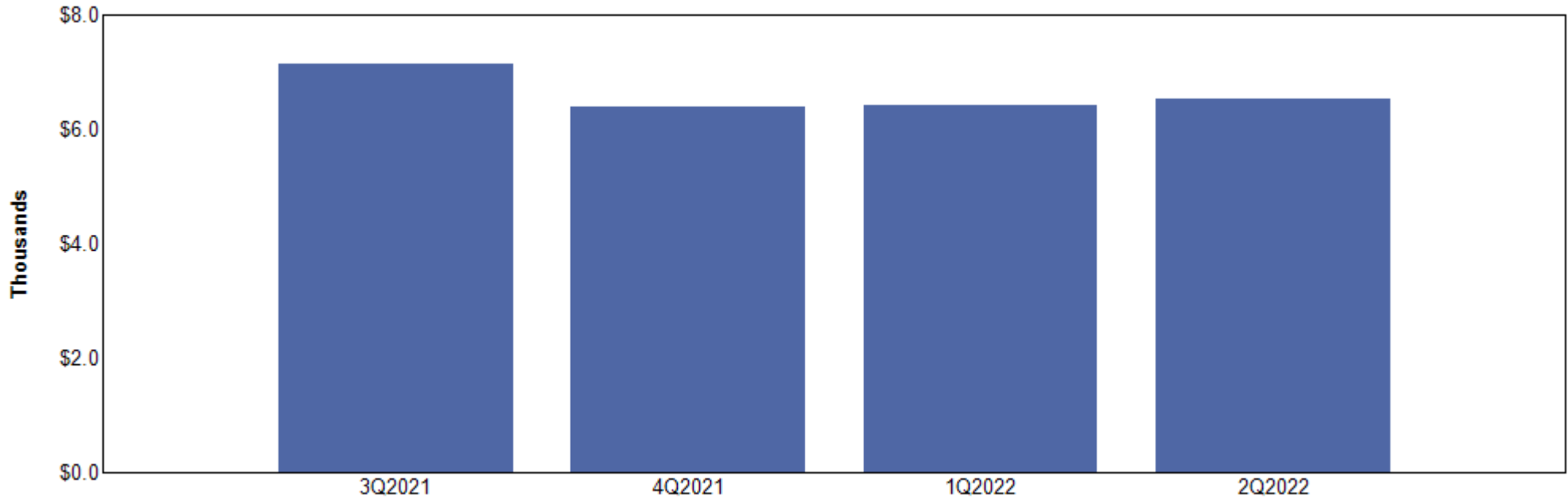
### Accrual Basis Earnings - WASHOE RTC BOND PROCEEDS AGG PORTFOLIO



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year <sup>1</sup>
Interest Earned <sup>2</sup>	\$12,963	\$46,837	\$210,641	\$715,826	\$1,224,559
Realized Gains / (Losses) <sup>3</sup>	-	\$1,564	\$9,695	(\$26,621)	(\$25,476)
Change in Amortized Cost	(\$6,436)	(\$21,904)	\$11,256	\$149,274	(\$15,648)
<b>Total Earnings</b>	<b>\$6,527</b>	<b>\$26,497</b>	<b>\$231,591</b>	<b>\$838,479</b>	<b>\$1,183,435</b>

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2012.  
 2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.  
 3. Realized gains / (losses) are shown on an amortized cost basis.

### Accrual Basis Earnings - WASHOE RTC BOND PROCEEDS AGG PORTFOLIO



Accrual Basis Earnings	3Q2021	4Q2021	1Q2022	2Q2022
Interest Earned <sup>1</sup>	\$8,178	\$12,902	\$12,794	\$12,963
Realized Gains / (Losses) <sup>2</sup>	\$1,564	-	-	-
Change in Amortized Cost	(\$2,595)	(\$6,507)	(\$6,366)	(\$6,436)
<b>Total Earnings</b>	<b>\$7,147</b>	<b>\$6,394</b>	<b>\$6,429</b>	<b>\$6,527</b>

1. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

2. Realized gains / (losses) are shown on an amortized cost basis.

### Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury</b>											
US TREASURY NOTES DTD 07/31/2019 1.750% 07/31/2024	912828Y87	2,245,000.00	AA+	Aaa	8/13/2021	8/16/2021	2,333,309.18	0.41	16,387.88	2,307,225.26	2,188,173.44
<b>Security Type Sub-Total</b>		<b>2,245,000.00</b>					<b>2,333,309.18</b>	<b>0.41</b>	<b>16,387.88</b>	<b>2,307,225.26</b>	<b>2,188,173.44</b>
<b>Federal Agency</b>											
FFCB NOTES DTD 11/23/2020 0.125% 11/23/2022	3133EMGX4	2,000,000.00	AA+	Aaa	11/16/2020	11/23/2020	1,996,180.00	0.22	263.89	1,999,241.23	1,983,962.00
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	2,500,000.00	AA+	Aaa	7/9/2020	7/10/2020	2,495,350.00	0.31	2,968.75	2,498,411.78	2,432,890.00
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,000,000.00	AA+	Aaa	8/25/2020	8/26/2020	998,810.00	0.29	881.94	999,543.82	969,678.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	9/23/2020	9/25/2020	284,142.15	0.44	290.94	284,445.03	261,570.15
<b>Security Type Sub-Total</b>		<b>5,785,000.00</b>					<b>5,774,482.15</b>	<b>0.28</b>	<b>4,405.52</b>	<b>5,781,641.86</b>	<b>5,648,100.15</b>
<b>Managed Account Sub Total</b>		<b>8,030,000.00</b>					<b>8,107,791.33</b>	<b>0.32</b>	<b>20,793.40</b>	<b>8,088,867.12</b>	<b>7,836,273.59</b>
<b>Securities Sub Total</b>		<b>\$8,030,000.00</b>					<b>\$8,107,791.33</b>	<b>0.32%</b>	<b>\$20,793.40</b>	<b>\$8,088,867.12</b>	<b>\$7,836,273.59</b>
<b>Accrued Interest</b>											<b>\$20,793.40</b>
<b>Total Investments</b>											<b>\$7,857,066.99</b>



## Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
<b>INTEREST</b>									
4/1/2022	4/1/2022		MONEY0002	MONEY MARKET FUND			0.14		
5/2/2022	5/2/2022		MONEY0002	MONEY MARKET FUND			0.14		
5/23/2022	5/23/2022	2,000,000.00	3133EMGX4	FFCB NOTES	0.12%	11/23/2022	1,250.00		
6/1/2022	6/1/2022		MONEY0002	MONEY MARKET FUND			6.98		
<b>Total INTEREST</b>		<b>2,000,000.00</b>					<b>1,257.26</b>		<b>0.00</b>

## Important Disclosures

This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation, as it was prepared without regard to any specific objectives or financial circumstances.

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

The views expressed within this material constitute the perspective and judgment of PFMAM at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon certain assumptions and current opinion as of the date of issue and are also subject to change. Some, but not all assumptions are noted in the report. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Opinions and data presented are not necessarily indicative of future events or expected performance.

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## Important Disclosures

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

## Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

## Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 5.1**

From: Dale Keller, P.E., Director of Engineering

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**RECOMMENDED ACTION**

Acknowledge receipt of an update regarding the Mill Street Widening Project.

**BACKGROUND AND DISCUSSION**

The Mill Street Widening Project (Project) will include operational and capacity improvements on Mill Street from 300 feet west of Kietzke Lane to Terminal Way in Reno, Nevada, approximately 0.75 miles in total length. Improvements will include:

- Widening of Mill Street from four to five lanes 300 feet west of Kietzke Lane to the I-580 southbound entrance ramp.
- Free-flow right turn from eastbound Mill Street to southbound I-580.
- New signalized intersection at Mill Street and Golden Lane; in conjunction with the closure of Mill Street access from Redwood Place and Louise Street.
- Intersection safety and operational improvements at the intersections of Reservation Drive and Matley Lane by allowing right-in / right-out only movements to/from Mill Street.
- Undergrounding existing overhead utilities west of I-580.
- Drainage improvements to accommodate roadway widening.
- Americans with disabilities (ADA) improvements along the project limits to ensure ADA compliancy.

RTC Engineering is seeking community input on the preliminary design for improvements. The final design is anticipated in late 2022. After design is complete, easements and right-of-way needs will be finalized and obtained prior to construction in mid-2024.

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget.

**PREVIOUS BOARD ACTION**

February 18, 2022

Approved a Professional Services Agreement (PSA) for design and engineering during construction services.



## **REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 5.2**

From: Mark Maloney, Director of Public Transportation and Operations

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### **RECOMMENDATION**

Approve Amendment #10 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for normal service in the first two option years to \$67.53 in FY24 and \$69.33 in FY25, increase the Fixed Monthly Payment in the first two option years to \$78,746 in FY24 and \$80,982 in FY25, and reduce the contractual insurance requirements to meet industry standards; authorize the Executive Director to exercise RTC's option for the first two option years.

### **SUMMARY**

In April 2017, the Regional Transportation Commission (RTC) entered into an agreement with MTM Transit, LLC, (MTM) for the operations and maintenance of the RTC ACCESS paratransit service. Recognizing the unexpected impacts COVID has had not only on the economy but also on the transit industry as a whole, including transit operating costs, the Board approved an amendment in February 2022 to increase the Revenue Vehicle Hour Rate for Base Year 6 from \$62.11 to \$68.87 for normal service and from \$30.30 to \$35.42 for special/extra service.

As the Board is aware, the COVID-19 viral pandemic is an unprecedented global phenomenon that continues to have a significant impact on society with wide-ranging effects. On September 20, 2021, U.S. viral deaths surpassed the 675,446 total from the 1918 Spanish flu, the previously worst U.S. pandemic related death total on record. Transit is an essential service and the public continued to rely on RTC's transit services through the pandemic.

Unfortunately, the prolonged nature of the health crisis is affecting the global economy beyond traditional measures with potentially long lasting and far reaching repercussions. Economic forecasts reflect continuing risks to a sustained global recovery posed by a resurgence of infectious cases and potential inflationary pressures associated with pent-up consumer demand fueled by an increase in personal savings. On the supply side, shortages reflect lingering disruptions to labor markets. Production and supply chain bottlenecks, disruptions in global energy markets, and shipping and transportation constraints are adding to inflationary pressures.

Nationally, we continue to experience continued supply chain disruptions due to the pandemic. For example, the production of parts for goods like automobiles has been curtailed at times. Transportation and warehousing costs—ground, air, and ocean—have also risen as cargo logistics have become more difficult and more expensive.

Due to these constraints - supply chain issues, the rising costs of parts, fuel, insurance, labor and the like – service providers such as MTM are finding it challenging to remain competitive in a tight, unpredictable, and tumultuous market.

The transit industry is enduring significant unplanned cost increases in the areas of parts, labor, fuel, other supplies and insurance. The availability of parts and supplies are also causing repair time issues which has an influence on equipment availability to meet service demand.

Related to industry insurance standards, MTM is required to maintain ‘General Liability Insurance’ and ‘Automobile Liability Insurance’ limits of not less than \$20,000,000 each occurrence pursuant to §404A(2) of the agreement. MTM requested a reduction of those limits to \$10,000,000, per occurrence, and based on its analysis staff concurs.

On June 30, 2023, the contract with MTM Transit, LLC, for operations and maintenance of the RTC ACCESS complementary paratransit service, will expire. Under this contract, RTC provides the facilities, capital equipment, vehicles and fuel while the contractor is responsible for all operations and maintenance.

To ensure continuation and non-interruption of services in FY 2024, the RTC must either execute the option with MTM to extend the term of the contract, or begin the lengthy procurement process that would be required to select a new contractor.

Staff recommends the board exercise the first Option Term for FY24 and FY 25. This is the first of the two (2) two-year options under the contract. MTM’s performance has been excellent during the term of the contract to date. With the uncertainty of the economic and instability resulting from inflation, there is no reason to believe that a new procurement would result in cost savings or other benefits for RTC.

In discussions with MTM to exercise the option, MTM proposed an adjustment to the Revenue Vehicle Hour Rate and Fixed Monthly Payment, pursuant to §104B(2) of the agreement due to the unexpected change in costs and inflationary constraints unanticipated in the Option Term set forth in the Price Proposal in its BAFO and Attachment C. As permitted by §104B(2), staff has reviewed MTM’s cost information and discussed in good faith appropriate adjustments for this Option Term. Given this review and analysis, staff recommends increasing the Revenue Vehicle Hour Rate in the two options years to \$67.53 in FY24 and \$69.33 in FY25, increasing the Fixed Monthly Payment in the two option years to \$78,746 in FY24 and \$80,982 in FY25, and reducing the contractual insurance requirements to meet industry standards.

If the Board approves this item, RTC will exercise its option for the first two option years.

### **FISCAL IMPACT**

There is no immediate fiscal impact associated with this agenda item. The actual total annual costs are dependent on the actual annual service hours requested by RTC and provided by MTM. Base



Year 6 will be amended in the FY23 budget if needed by using the significant savings from the reduced operations of FY22. Funding for the first option years would be included in the FY24 and FY25 budgets.

**PREVIOUS BOARD ACTION**

- Feb. 18, 2022            The Board approved Amendment #9 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for Base Year 6 from \$62.11 to \$68.87 for normal service and from \$30.30 to \$35.42 for special/extra service.
- Aug. 17, 2017            The Board approved Amendment #1 to make a clarifying change to the utilities provision of the Contract; decrease the IT Manager fixed cost by fifty percent (50%); permit staff to make future amendments without Commission approval consistent with RTC internal policies and procedures; and authorized the RTC Executive Director to execute the amendment.
- Apr. 20, 2017            The Board approved the agreement with Ride Right, LLC for six years with two, two-year options, for the operation and maintenance of RTC ACCESS Paratransit Service; and authorized the Executive Director to negotiate and execute the final agreement.

**ATTACHMENT(S)**

- A.     MTM Contract Amendment #10

**CONTRACT AMENDMENT #10**

**WHEREAS**, the Regional Transportation Commission of Washoe County (RTC) and MTM Transit, LLC, formerly Ride Right, LLC (Contractor) (collectively, the Parties) entered into a contract for the Operation and Maintenance of RTC ACCESS Paratransit Services dated May 15, 2017 (Contract);

**WHEREAS**, the Contract was previously amended by Amendment #1 dated August 23, 2017, Amendment #2 dated July 24, 2018, Amendment #3 dated November 20, 2019, Amendment #4 dated December 30, 2019, Amendment #5 dated January 3, 2020, Amendment #6 dated August 5, 2021, Amendment #7 dated August 12, 2021; Amendment #8 dated January 19, 2022; and Amendment #9 dated February 18, 2022;

**WHEREAS**, the Parties desire to amend the Contract to make a change to the Revenue Vehicle Hour Rate for normal service and to the fixed monthly rate for the first two-year option years;

**WHEREAS**, Section 105D(3)(B) allows Contractor to request an adjustment to its Revenue Vehicle Hour Rate in the event if an unanticipated increase or decrease of (i) more than ten percent (10%) in the number of Revenue Vehicle Hours operated in the prior year (ii) more than ten percent (10%) variable costs incurred in any year of the Contract Term as compared to the variable costs incurred in the prior year; or (iii) if the cumulative change in Revenue Vehicle hours over three consecutive years is more than 10%. The RTC agrees to review, discuss, and consider in good faith any request of the Contractor under subparagraph (A) or (B) hereof, but the decision as to whether or not to agree to such request shall be in the sole discretion of the RTC.

**WHEREAS**, Section 104(B)(2) allows Contractor to propose adjustments to the Fixed Monthly Payment and/or Revenue Vehicle Hour Rate for the Option Terms;

**WHEREAS**, RTC staff independently reviewed and analyzed Contractor's proposed adjustment along with supporting information;

**WHEREAS**, RTC agrees to increase the Fixed Monthly Payment and Revenue Vehicle Hour Rate for the first two-year option years as described herein; and

**WHEREAS**, the Parties desire to amend Section 404(A)(2) and (3) of the Contract to make a change to the General Liability Insurance and Automobile Physical Damage Insurance coverage thresholds;

**NOW, THEREFORE**, the RTC and the Contractor agree as follows:

**Section 1. Attachment C – Total Cost Summary**

RTC and Contractor agree that Attachment C is modified to reflect the Fixed Monthly Payment for Option 1, Year 1 (7/1/2023-6/30/2024) from \$72,645 to \$78,746, Option 1, Year 2 (7/1/2024-6/30/2025) from \$74,637 to \$80,982, and the Revenue Vehicle Hour Rate for Option 1, Year 1 from \$62.23 to \$67.53, and Option 1, Year 2 from \$63.01 to \$69.33 for normal service.

**Section 2. Insurance**

The first sentence of paragraph (2) of subsection B of Section 404 of the Contract is amended to read as follows:

General Liability Insurance shall cover the RTC’s Facilities, other premises used for storage and maintenance of vehicles used in performance of the Contract, with limits of liability of not less than \$10,000,000 each occurrence; or the limit of liability that is customarily carried by the Contractor, whichever limit is greater.

The second sentence of paragraph (3) of subsection B of Section 404 of the Contract is amended to read as follows:

... Coverage will not be less than \$10,000,000 per occurrence combined single limit for bodily injury and property damage; or the limit of liability that is customarily carried by the Contractor, whichever limit is greater.

**Section 3. Continuing Effect**

Except for the changes made by this amendment, all the provisions of the Contract, as previously amended, remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment #10 is dated and effective \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Bill Thomas, AICP  
Executive Director  
Regional Transportation  
Commission of Washoe County  
[bthomas@rtcwashoe.com](mailto:bthomas@rtcwashoe.com)

By: \_\_\_\_\_  
Scott Transue  
Regional Vice President, Transit  
MTM Transit, LLC  
[stransue@mtm-inc.net](mailto:stransue@mtm-inc.net)



## REGIONAL TRANSPORTATION COMMISSION

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 5.3**

**From:** Mark Maloney, Director of Public Transportation and Operations

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### **RECOMMENDATION**

Approve Amendment #3 to the contract for operation and maintenance of fixed-route transit services with Keolis Transit Services, LLC, to increase the Revenue Vehicle Hour Rate for normal service and special/extra service in Base Year 4 to \$81.13 in FY23, and in the first three option years to \$85.19 in FY24, \$88.43 in FY25, and \$89.81 in FY26; authorize the Executive Director to exercise RTC's option for the first three option years.

### **SUMMARY**

In March 2019, the Regional Transportation Commission (RTC) entered into an agreement with Keolis Transit Services, LLC, for the operations and maintenance of fixed-route transit service. In January 2022, the RTC reduced service by more than twenty percent (20%) to adjust for the lower demand in ridership due to the COVID-19 viral pandemic and work stoppages. Pursuant to §105D(3)(B) of the agreement, Keolis has requested an adjustment to the Revenue Vehicle Hour Rate in Base Year 4. §105D(3) allows for the contractor to propose an adjustment to its Fixed Monthly Payment or Revenue Vehicle Hour Rate in the event of an increase or decrease of more than twenty percent (20%) in the number of Revenue Service Hours operated in any year of the Contract Term.

Keolis submitted a request to adjust the Revenue Hour Rate pursuant to Sec. 105D(3)(B) and Sec. 105D(3)(F), along with proprietary information related to actual versus bid costs for FY23 and projected cost using the new baseline of recruiting and training as well as the Collective Bargaining Agreement labor and benefit cost through FY24. The RTC contractually agreed to review, discuss, and consider in good faith Keolis' request under Section §105D(3)(B) and 105D(3)(F), with the understanding that it is within the sole discretion of the RTC to approve the changes to the contract pursuant to Section 105D(3)(F).

RTC staff independently reviewed and analyzed Keolis' requested contract change along with the supporting information. As a result, the RTC and Keolis desire to amend the contract recognizing the unexpected impacts COVID has had not only on the economy, but also on the transit industry as a whole, including transit operating costs.

As the Board is aware, the COVID-19 viral pandemic is an unprecedented global phenomenon having a significant impact on society with wide-ranging effects. On September 20, 2021, U.S. viral deaths surpassed the 675,446 total from the 1918 Spanish flu, previously the worst U.S. pandemic related death total on record. Transit is an essential service and the public continued to rely on RTC's transit services through the pandemic.

Unfortunately, the prolonged nature of the health crisis is affecting the global economy beyond traditional measures with potentially long lasting and far reaching repercussions. Economic forecasts reflect continuing risks to a sustained global recovery posed by a resurgence of infectious cases and potential inflationary pressures associated with pent-up consumer demand fueled by an increase in personal savings. On the supply side, shortages reflect lingering disruptions to labor markets. Production and supply chain bottlenecks, disruptions in global energy markets, and shipping and transportation constraints are adding to inflationary pressures.

Nationally, we continue to experience continued supply chain disruptions due to the pandemic. For example, the production of parts for goods like automobiles has been curtailed at times. Transportation and warehousing costs—ground, air, and ocean—have also risen as cargo logistics have become more difficult and more expensive.

Due to these constraints - supply chain issues, the rising costs of parts, fuel, insurance, labor, and the like – service providers such as Keolis are finding it challenging to remain competitive in a tight, unpredictable and tumultuous market.

The transit industry is enduring significant unplanned cost increases in the areas of recruiting, training, parts, labor, fuel, other supplies, and insurance. The availability of parts and supplies are also causing repair time issues which has an influence on equipment availability to meet service demand.

On June 30, 2023, the base years of the contract with Keolis Transit Services, LLC, for operations and maintenance of the RTC RIDE fixed-route service, will expire. Under this contract, RTC provides the facilities, capital equipment, vehicles and fuel while the contractor is responsible for all operations and maintenance.

To ensure continuation and non-interruption of services in FY 2024, the RTC must either execute the option with Keolis to extend the term of the contract, or begin the lengthy procurement process that would be required to select a new contractor.

Staff recommends the Board exercise the first Option Term for FY24, FY25 and FY26. This is the first of the two (2) three-year options under the contract. Despite the many challenges Keolis has faced since taking over the contract in July 2019, Keolis' performance has been excellent. With the uncertainty of the economic and instability resulting from inflation, there is no reason to believe that a new procurement would result in cost savings or other benefits for RTC.

Between July 2019 and June 2021 (when the Collective Bargaining Agreement ended and call-outs spiked), RTC RIDE had its lowest number of customer complaints helping to reduce the number of customer service positions needed. Keolis' high on-time performance, very low missed trips and focus on the passenger were significant.

COVID created many changes, inspections and harsh guidelines that Keolis and its staff had to address to ensure that RTC's transit system was safe. Keolis adapted quickly responding to the pandemic's ever-changing landscape in an effort to minimize the impacts and strain on employees that had never been through or experienced anything like this in the past. The collaborative efforts of Keolis, its employees, and the RTC, significantly improved the overall service and experience for

our “customers” who are not only riders but also members of this community. As a result, service remained operational, and collectively allowed us to combat the spread of COVID. Unlike over 70% of transit agencies across this nation that have cut/reduced service, Keolis has been able to add back service.

Keolis continues to focus on employee engagement and the customer experience. Keolis’ new General Manager has done a particularly great job over the last 8 months of his tenure:

- Employee Engagement
  - Meet the CEO event
  - On-going Meet the Manager events
  - Meet-n-Greet with new HR Manager
- Instituting an *Employee of the Month* program
- Distribution of an *Employee Newsletter*
- Continuous successful mass hiring of drivers (and other open positions)
- Returning to full service levels
- Achieving 90% or better on-time performance
- Maintenance continually meeting 100% on-time PMI despite mechanic shortages

In support of those efforts, Keolis management and RTC staff continue to meet with drivers on a bi-monthly basis during *Meet the Planner* sessions. Drivers have been able to offer real-time solutions to, and gain operational insight from, RTC staff.

In discussions with Keolis to exercise the option, Keolis has requested an adjustment to the Revenue Vehicle Hour Rate, pursuant to §104B(3) of the agreement, due to the unexpected change in costs and inflationary constraints unanticipated in the Option Term set forth in their Price Proposal in its BAFO and Attachment B (Cost Summary) for the first three option years. Keolis has requested an adjustment to the Revenue Vehicle Hour Rate for Base Year 4 pursuant to Section §105D(3)(F) which allows for the contractor to propose an adjustment to its Fixed Monthly Payment or Revenue Vehicle Hour Rate in the event of a significant change in prevailing market or economic conditions that directly results in additional costs to the Contractor.

Based on its analysis, staff recommends the Board approve the increase in the Revenue Vehicle Hour Rate for normal service and special/extra service in Base Year 4 to \$81.13, and in in the first three options years to \$85.19 in FY24, \$88.43 in FY25, and \$89.81 in FY 26.

If the Board approves this item, RTC will exercise its option for the first three option years.

### **FISCAL IMPACT**

The actual total annual costs are dependent on the actual annual service hours requested by RTC and provided by Keolis. Base Year 4 will be amended in the FY23 budget, if needed, by using the significant savings from the reduced operations of FY22. Funding for the Option 1 years would be included in the FY24-FY26 budgets.

**PREVIOUS BOARD ACTION**

- May 21, 2022            The Board approved Amendment #2 to the RTC RIDE Fixed-Route Service Operation and Maintenance Contract with Keolis Transit Services, LLC, to allow for the purchase of certain equipment and supplies, and services authorized in advance by RTC.
- April 16, 2021        The Board approved a version of Amendment #2 that did not include “services” in the scope.
- Mar. 15, 2019        The Board approved the agreement with Keolis Transit Services, LLC, for four years plus two (2), three-year options, for the operation and maintenance of RTC RIDE Fixed-Route Service; and authorized the Executive Director to execute the agreement.

**ATTACHMENT(S)**

- A.     Keolis Contract Amendment #3

**CONTRACT AMENDMENT #3**

**WHEREAS**, the Regional Transportation Commission of Washoe County (RTC) and Keolis Transit Services, LLC (Contractor) (collectively, the Parties) entered into a contract for the Operation and Maintenance of Fixed Route Transit Services, dated March 15, 2019 (Contract);

**WHEREAS**, the Contract was previously amended by Amendment #1 dated June 8, 2020, and Amendment #2 dated April 16, 2021;

**WHEREAS**, in January 2022, RTC reduced service by more than twenty percent (20%) to adjust for lower ridership demand due to the COVID-19 viral pandemic and work stoppages;

**WHEREAS**, Section 104B(2) allows Contractor to propose adjustments to the Fixed Monthly Payment and/or Revenue Vehicle Hour Rate for the Option Terms;

**WHEREAS**, Section 105D(3)(B) allows Contractor to request an adjustment to the Revenue Vehicle Hour Rate in the event of an unanticipated increase or decrease of more than twenty percent (20%) in the variable costs incurred in any year of the Contract Term as compared to the variable costs incurred in the prior year;

**WHEREAS**, the Parties desire to amend the Contract to make a change to the Revenue Vehicle Hour Rate for Base Year 4 for normal service and for special/extra service, and for the first three-year option years;

**WHEREAS**, RTC staff independently reviewed and analyzed Contractor's requested contract change along with supporting information;

**WHEREAS**, RTC agrees to increase the Revenue Vehicle Hour Rate for Base Year 4, and for the first three-year option years as described herein; and

**NOW, THEREFORE**, the RTC and the Contractor agree as follows:

**Section 1. Attachment C – Total Cost Summary**

RTC and Contractor agree that Attachment C is modified to reflect the Revenue Vehicle Hour Rate for normal service and special/extra service in Base Year 4 effective July 1, 2022 through June 30, 2023 from \$73.89 to \$81.13, and in the first Option Term, Year 1 from \$76.17 to \$85.19, Year 2 from \$79.28 to \$88.43, and Year 3 from \$80.55 to \$89.81.

**Section 2. Continuing Effect**

Except for the changes made by this amendment, all the provisions of the Contract, as previously amended, remain in full force and effect.

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**IN WITNESS WHEREOF**, this Amendment #3 is dated and effective \_\_\_\_\_, 2022.

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By: \_\_\_\_\_  
Bill Thomas, AICP, Executive Director

KEOLIS TRANSIT SERVICES, LLC

By: \_\_\_\_\_  
Aline Frantzen, Chief Executive Officer  
U.S. Bus Operations

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 6.1**

**From:** Bill Thomas, Executive Director

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



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 6.2**

From: Bill Thomas, Executive Director

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

**ATTACHMENT**

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

**CONTRACT AMENDMENT #10**

**WHEREAS**, the Regional Transportation Commission of Washoe County (RTC) and MTM Transit, LLC, formerly Ride Right, LLC (Contractor) (collectively, the Parties) entered into a contract for the Operation and Maintenance of RTC ACCESS Paratransit Services dated May 15, 2017 (Contract);

**WHEREAS**, the Contract was previously amended by Amendment #1 dated August 23, 2017, Amendment #2 dated July 24, 2018, Amendment #3 dated November 20, 2019, Amendment #4 dated December 30, 2019, Amendment #5 dated January 3, 2020, Amendment #6 dated August 5, 2021, Amendment #7 dated August 12, 2021; Amendment #8 dated January 19, 2022; and Amendment #9 dated February 18, 2022;

**WHEREAS**, the Parties desire to amend the Contract to make a change to the Revenue Vehicle Hour Rate for normal service and to the fixed monthly rate for the first two-year option years;

**WHEREAS**, Section 105D(3)(B) allows Contractor to request an adjustment to its Revenue Vehicle Hour Rate in the event if an unanticipated increase or decrease of (i) more than ten percent (10%) in the number of Revenue Vehicle Hours operated in the prior year (ii) more than ten percent (10%) variable costs incurred in any year of the Contract Term as compared to the variable costs incurred in the prior year; or (iii) if the cumulative change in Revenue Vehicle hours over three consecutive years is more than 10%. The RTC agrees to review, discuss, and consider in good faith any request of the Contractor under subparagraph (A) or (B) hereof, but the decision as to whether or not to agree to such request shall be in the sole discretion of the RTC.

**WHEREAS**, Section 104(B)(2) allows Contractor to propose adjustments to the Fixed Monthly Payment and/or Revenue Vehicle Hour Rate for the Option Terms;

**WHEREAS**, RTC staff independently reviewed and analyzed Contractor's proposed adjustment along with supporting information;

**WHEREAS**, RTC agrees to increase the Fixed Monthly Payment and Revenue Vehicle Hour Rate for the first two-year option years as described herein; and

**WHEREAS**, the Parties desire to amend Section 404(A)(2) and (3) of the Contract to make a change to the General Liability Insurance and Automobile Physical Damage Insurance coverage thresholds;

**NOW, THEREFORE**, the RTC and the Contractor agree as follows:

**Section 1. Attachment C – Total Cost Summary**

RTC and Contractor agree that Attachment C is modified to reflect the Fixed Monthly Payment for Option 1, Year 1 (7/1/2023-6/30/2024) from \$72,645 to \$78,746, Option 1, Year 2 (7/1/2024-6/30/2025) from \$74,637 to \$80,982, and the Revenue Vehicle Hour Rate for Option 1, Year 1 from \$62.23 to \$67.53, and Option 1, Year 2 from \$63.01 to \$69.33 for normal service.

**Section 2. Insurance**

The first sentence of paragraph (2) of subsection B of Section 404 of the Contract is amended to read as follows:

General Liability Insurance shall cover the RTC’s Facilities, other premises used for storage and maintenance of vehicles used in performance of the Contract, with limits of liability of not less than \$10,000,000 each occurrence; or the limit of liability that is customarily carried by the Contractor, whichever limit is greater.

The second sentence of paragraph (3) of subsection B of Section 404 of the Contract is amended to read as follows:

... Coverage will not be less than \$10,000,000 per occurrence combined single limit for bodily injury and property damage; or the limit of liability that is customarily carried by the Contractor, whichever limit is greater.

**Section 3. Continuing Effect**

Except for the changes made by this amendment, all the provisions of the Contract, as previously amended, remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment #10 is dated and effective \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Bill Thomas, AICP  
Executive Director  
Regional Transportation  
Commission of Washoe County  
[bthomas@rtcwashoe.com](mailto:bthomas@rtcwashoe.com)

By: \_\_\_\_\_  
Scott Transue  
Regional Vice President, Transit  
MTM Transit, LLC  
[stransue@mtm-inc.net](mailto:stransue@mtm-inc.net)



**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** August 19, 2022

**AGENDA ITEM 6.3**

**From:** Kristina Swallow, Director NDOT

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