

**Location:**



**RENO TRANSPORTATION COMMISSION**  
**1105 Terminal Way, 1<sup>st</sup> Floor Great Room, Reno, NV**  
**Date/Time: 10:00 A.M., Friday, September 15, 2023**

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

- I. The Regional Transportation Commission Great Room 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 Michelle Kraus 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)
- 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 that would like to provide presentation aids must bring eight (8) hard copies to be distributed to the Board members at the meeting. Alternatively, presentation aids may be emailed, in PDF format only, to [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com) prior to 4:00 p.m. on the day preceding the meeting to be distributed to the Board members in advance of the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: [rtcpubliccomments@rtcwashoe.com](mailto:rtcpubliccomments@rtcwashoe.com); or (2) 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 Michelle Kraus at the following email address: [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com).

**1. Call to Order:**

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

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

**3. Approval of Agenda (For Possible Action):**

**4. Consent Items (For Possible Action):**

- 4.1. Minutes
  - 4.1.1 Approve the meeting minutes for the 08/18/2023 RTC Board meeting. (For Possible Action)
- 4.2. Reports
  - 4.2.1 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)

- 4.2.2 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.3 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations report. (For Possible Action)
- 4.2.6 Acknowledge receipt of the Outreach Activities report for the month of August 2023. (For Possible Action)
  
- 4.3. Planning Department
  - 4.3.1 Approve a contract with Caliper Corporation for consulting services on the RTC Travel Demand Model Development Project, in an amount not-to-exceed \$499,890. (For Possible Action)
  - 4.3.2 Approve a contract with ETC Institute for consulting services on the Regional Travel Characteristics Study, in an amount not-to-exceed \$699,130.15. (For Possible Action)
  
- 4.4. Engineering Department
  - 4.4.1 Approve a contract with Atkins North America, Inc., for design and engineering during construction services related to the Pyramid Highway Operations Improvements Project, in an amount not-to-exceed \$686,480. (For Possible Action)
  - 4.4.2 Approve a contract with Lumos and Associates, Inc., for design and engineering during construction services related to the 2024 Preventive Maintenance Project, in an amount not-to-exceed \$957,440. (For Possible Action)
  - 4.4.3 Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation (NDOT) for construction of new conduit and fiber optics on Pyramid Way between C Street and Tyler Way as a part of the SR445 Pyramid 3R and ADA Pavement Project, in the amount of \$200,000. (For Possible Action)
  - 4.4.4 Approve a contract with Parametrix, Inc., for professional engineering services for 60% level design of the Pyramid Highway and Sparks Boulevard/Highland Ranch Interchange and preliminary design of the Disc Drive Extension (part of the U.S. 395 Connector) from Pyramid Highway to US 395, in an amount not-to-exceed \$4,913,723.98. (For Possible Action)
  - 4.4.5 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire one (1) fee simple acquisition, one (1) public utility easement, and one (1) temporary construction easement on Assessor Parcel Numbers 140-870-03 and 140-870-09 from Esplanade at Damonte Ranch Homeowners Association, which are necessary to construct the Steamboat Parkway Improvement project. (For Possible Action)
  
- 4.5. Public transportation/Operations Department
  - 4.5.1 Approve a contract with RO Truck & Equipment, LLC, for the purchase of ten (10) Ram ProMaster FlexRIDE/ACCESS vehicles utilizing the State of Nevada Master Agreement # 99SWC-S1495, in an amount not-to-exceed \$1,492,575. (For Possible Action)

**5. Discussion Items and Presentations:**

- 5.1. Approve a new "Statement of Purpose and Procedures" for the Citizen Multimodal Advisory Committee (CMAC). (For Possible Action)

**6. Reports (Information Only):**

- 6.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.
- 6.2. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.
- 6.3. Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason - no action will be taken.

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

**SUBJECT: Draft Meeting Minutes for 08/18/2023**

**RECOMMENDED ACTION**

Approve the meeting minutes for the 08/18/2023 RTC Board meeting.

**BACKGROUND AND DISCUSSION**

See attached for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this item

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**10:00 A.M.**

**August 18, 2023**

**PRESENT:**

**Ed Lawson, Mayor of Sparks  
Alexis Hill, Vice Chair, Washoe County Commissioner  
Hillary Schieve, Mayor of Reno (Arrived @ 10:06 a.m.)  
Devon Reese, Reno City Vice Mayor  
Mariluz Garcia, Washoe County Commissioner**

**Bill Thomas, RTC Executive Director  
Adam Spear, Legal Counsel  
Darin Tedford, Deputy Director of NDOT**

The regular monthly meeting, held in the 1<sup>st</sup> Floor Great Room at Regional Transportation Commission of Washoe County, Reno, Nevada, was called to order by Chair Lawson. The Board conducted the following business:

***Item 1           CALL TO ORDER***

- 1.1   Roll Call
- 1.2   Pledge of Allegiance

***Item 2           PUBLIC INPUT***

Chair Lawson 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.

Amanda Nelson, Transit Operator with Keolis, came to discuss the bus fares. I see other agencies across the country converting to a no fare system. With the cost of living people are struggling and digging for change for bus fare. If we moved to a no fare policy, the buses could be more on time, there would be more ridership and it would help emissions.

Ms. Donna Clontz, local resident with the Senior Coalition, and Lead Volunteer with Age Friendly Communities Reno. I've been working with a large group of people that have been working on an Age Friendly Program in our area for the past five years, which includes three major areas that we work on. One is affordable transportation, two is affordable housing and three is getting information out to our senior community on what is available for them for services for resources and things they can do to make their lives much better. I wanted to give you a copy today of our latest Elder Services Guides and Resources. We've made it simple with a phone number and website. We've printed 20,000 of these brochures and we're trying to get them out across the County. Please put them in your offices and bus stations, so people have access to them.

Matthew McCarthy submitted a letter from the Washoe County Health District, Air Quality Management Division, on RTC's proposed 2023-2027 RTIP, on August 9, 2023 at 4:14 p.m., as follows: The Washoe County Health District, Air Quality Management Division (AQMD) respectfully submits comments in support of the Draft 2023-2027 RTIP. All areas of Washoe County are currently designated "attainment" for all National Ambient Air Quality Standards (NAAQS). However, monitoring data through 2022 indicate Washoe County is violating the 8-hour ozone NAAQS. The transportation

sector is the largest category of ozone precursor emissions in the County. Reducing vehicle miles traveled (VMT) and improving per-mile tailpipe emissions are the most effective strategies for managing ozone. As stated on Page 2 of the draft plan, the RTC Board adopted a resolution of support to join AQMD's Ozone Advance Program Partnership in 2016. RTC agreed to support Health District and regional plans that reduce ozone levels, encourage sustainable plans, policies, and codes through local, state, and federal jurisdictions, and implement sustainable practices in RTC operations. After review of the Draft 2023-2027 RTIP, AQMD has determined the plan to be aligned with the Ozone Advance Program initiatives. The numerous active transportation projects, public transit projects, and intersection optimization projects will help to offset the negative air quality effects of the increased roadway capacity needed to serve our growing county. RTC must continue to implement proactive measures to decrease or offset motor vehicle tailpipe emissions to maintain Washoe County's ozone attainment designation.

In addition to the support of the draft plan, AQMD has some recommendations and preferences on the implementation of the projects. First, studies show that protected bicycle lanes are the most effective at getting people on bikes.<sup>1</sup> The 2023-2027 RTIP has many projects that will include the addition of new bike lanes. To be the most effective at decreasing VMTs, RTC should consider constructing bike lanes that have a physical object separating bicyclists and traffic, the best option would be trees or shrubs separating the two. Second, RTC and its stakeholders must include the planting of trees in each of its projects. Washoe County suffers from high Urban Heat Island (UHI) impacts. Reno is the fastest warming metropolitan area in the United States.<sup>2</sup> The concentration of heat in the urban areas within Washoe County enhances the formation of ground-level ozone. The best way to counteract this is by increasing the urban tree canopy. Thank you for the opportunity to provide comments on the Draft 2023-2027 RTIP. The AQMD is available for further discussion and can provide additional input on specific elements. Feel free to contact me at 775-784-7200 if I can be of further assistance. Sincerely, Francisco Vega, PE, MBA, Director, Air Quality Management Division.

Panah Stauffer submitted written comment via email August 10, 2023, at 10:43 a.m., regarding RTIP as follows: Thank you for the opportunity to comment on the 2023-2027 Draft RTIP. I'm providing my thoughts for RTC's consideration in the RTIP and/or other planning processes.

1. Thank you for including so many bicycle, pedestrian, and other multimodal projects. I support all of them and encourage you to consider the following:

- Gaps in bike lane connectivity need to be addressed urgently. RTC is has mapped numerous gaps in the system; these create high-stress conditions that discourage biking.
- Secure bike storage for commuters, such as bike lockers or permanent bike valet cages, would greatly enhance the transit system and reduce the need to build more park-and-rides. The relocation of the Meadowood Mall Transfer Station is a prime opportunity to create secure bike storage infrastructure and support bicycle commuting.
- Many existing bike racks are situated too close to buildings, making it difficult to park more than one bicycle at a time. Adequate and appropriately positioned bike parking should be part of all multimodal projects.
- The Reno portion of the Tahoe-Pyramid Trail is very rough and needs resurfacing.
- Lines of sight underneath overpasses on the Reno portion of the Tahoe-Pyramid Trail need improvement to reduce the potential for collisions.

2. Thank you for including new FlexRIDE services in South Meadows in the draft RTIP. Please ensure this project enables seamless transfers to the Virginia Line BRT. Miles of residential neighborhoods in South Reno are currently excluded from the 56 bus line. If the new FlexRIDE requires riders to make two connections to get to other parts of town (FlexRIDE to 56 line, followed by additional transfers at Meadowood Mall), it will only reinforce that driving is a better option than transit.

3. I would like to see transformational improvements to the public transit system in the 2023-2027 RTIP. Extending the Virginia Line BRT, adding BRT on other arteries such as Veterans Parkway, increasing Reno-to-Carson Regional Connector service so that morning commuters are able to ride later than 7 AM, increasing overall frequency and coverage of bus routes, and increasing microtransit such as Bird scooters should all be near-term priorities for RTC. Based on an informal conversation,

my understanding is that RTC has funds for additional transit, but that the agency has trouble finding and retaining drivers. Please do whatever it takes to become a top-tier workplace that attracts outstanding talent. The 2020s are the make-or-break years for reducing greenhouse gas emissions, and Washoe County has the potential to rise to the occasion.

Antonio Taylor submitted written comment via email August 11, 2023, at 10:58 a.m. regarding Reno Mayors Comments/US-395 South Virginia Street as follows: I was very disappointed when Mayor Hillary Schieve was lambasting the RTC at the Reno City Council meeting last night (8/9/2023). She called RTC cowards for not attending the meeting over US-395 BUS (S. Virginia Street) road changes. I find her comments towards RTC Washoe unfortunate and disrespectful as a head of government and state. When the city council meeting was occurring, she didn't know but you all and others knew about the bankruptcy of bus manufacturer Proterra Incorporated. RTC had its own crisis in the making which is more pertinent than discussing the changes of South Virginia Street. Last night during the meeting, I sent an email to members of the board (Sparks Mayor and Reno Councilman Reese) and NDOT officials regarding the bankruptcy and how that will affect the RTC bus fleet. Hopefully that will be addressed at the upcoming RTC board meeting and that concern will be sent to the Mayor Schieve.

Michael Gawthrop submitted written comment via email August 14, 2023, at 10:43 a.m. regarding FlexRIDE and Reno Mayors comments on Virginia Street through Midtown as follows: There are a few things that I would like to provide commentary on. First, the transit operations report in the agenda packet indicates that the median wait time for FlexRIDE is only 18.2 minutes. I would appreciate it if RTC was willing to release detailed data on how this was determined, because I have never had a quoted wait time of less than half an hour. I'm fortunate that I do not depend on FlexRIDE, I'm close enough to other fixed route service and am able to cycle (and when absolutely necessary can get access to a car), so that checking FlexRIDE is more of a novelty, but how are people who actually depending on that service supposed to depend on such unreliable wait times? RTC either needs to meet their promise of wait times of no more than 8-15 minutes or they need to bring back the fixed route services that FlexRIDE replaced. Second, during the discussion of the RTIP, which includes in it the goal of improving traffic safety in the region, it would be good for Mayor Schieve to explain how her vote to remove the median on Virginia St through Midtown, which the city's data indicated had reduced crashes to nearly as close to zero as we've ever seen, contributes to the stated goal of "zero fatalities".

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

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

On motion of Commissioner Reese to move to approve agenda, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered that the agenda for this meeting be approved.

### ***Items 4 CONSENT ITEMS***

#### **4.1 Minutes**

4.1.1 Approve minutes from 7/21/2023 Board meeting. (For Possible Action)

#### **4.2. Reports**

4.2.1 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)

4.2.2 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)

4.2.3 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)

- 4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Activity Report. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)

### **4.3 Planning Department**

- 4.3.1 Approve a contract with Parametrix, Inc., for consulting services on the Regional Freight Plan, in an amount not-to-exceed \$149,296.14. (For Possible Action)

### **4.4 Engineering Department**

- 4.4.1 Approve a contract with HDR Engineering, Inc., for design and optional construction management services for the Veterans Parkway ITS Project, in an amount not-to-exceed \$375,460. (For Possible Action)
- 4.4.2 Approve a recommendation to commence with the sale of four parcels (APN# 020-111-66; 020-11-67; 020-111-36; and 020-111-37) acquired in connection with the Peppermill Bus Rapid Transit (BRT) Station Project, by sale to adjoining property owners, sealed bids, auction, direct sale, or as otherwise authorized by law. (For Possible Action)

### **4.5 Public Transportation/Operations Department**

- 4.5.1 Approve a contract with Spika Design & Manufacturing for the purchase of a bus inspection platform, in an amount not-to-exceed \$200,790. (For Possible Action)
- 4.5.2 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 \$350,000. (For Possible Action)

### **4.6 Executive, Administrative and Finance Department**

- 4.6.1 Acknowledge receipt of a report regarding quarterly progress on RTC Agency Goals and Strategic Roadmap - FY 2023 (Q4). (For Possible Action)

On motion of Commissioner Schieve to approve all Consent Items, seconded by Commissioner Reese, which motion unanimously carried, Chair Lawson ordered Consent items be approved.

## ***Item 5 PUBLIC HEARING***

- 5.1 Approve a resolution adopting the Federal Fiscal Years (FFY) 2023-2027 Regional Transportation Improvement Program (RTIP). (For Possible Action)
  - a. Staff presentation
  - b. Public Hearing
  - c. Action

Dan Doenges, RTC Planning Director, presented slides and stated this motion is before you to approve our update to our RTIP.

The RTIP is a required Federal document. It is a 5-year look at all of our Program of Projects, which include anything showing Federal funding, as well as projects of regional significance within Washoe County. All of the MPOs in the State have a copy of this and they are adopted by rights into the Statewide Project Improvement Program. This includes projects for RTC and NDOT and the local jurisdictions.

Our current RTIP covers the FFY 2021-2025 and we will be updating this to FFY 2023-2027. We are required to do this every four years, however, we choose to update every two years, as it really helps us streamline the process and keeps it more relevant to the public.

The RTIP is looking at air quality impacts. There are no changes to projects that involve capacity, as all of the capacity projects have already been vetted through the Air Quality Analysis process, so there are no new air quality projects. We held a public comment period starting July 21, 2023 through August 10, 2023, which was advertised throughout our media outlets, social media, RGJ, Sparks Tribune, Nevada de Sol and through our Public Participation Plan.

We received two comments, one from the Washoe County Health District Air Quality Management Division, as well as one from a resident. They were largely in support of the projects and programs that are being proposed in the updated RTIP. Those will also be included as part of the record in the meeting minutes.

A few notable projects are the Sparks Boulevard Phase 2, the Plumas Street Sidewalk Improvements which is being implemented by the City of Reno, and US-395 in both Phase 1 and Phase 2, also the Micromobility Network. Those are pending public input, as well as input from the Reno City Council and we anticipate coming back in a few months after we have additional information to amend it, but for now, those projects are in the RTIP and identified.

We have a few bridge projects that include, Keystone Avenue, Sierra Street and Arlington Avenue Bridges.

Commissioner Reese, thank you for the excellent presentation. I want to understand more about the Military Roadway Improvements and North Valleys. Both the State and RTC have sought to improve the traffic patterns in the North Valleys, so I'm always going to be pushing at this dais to understand specifically what is going on in the North Valleys. We have a lot of safety concerns in that area. What specifically you anticipate happening in the North Valleys?

Jeff Wilbrecht, RTC Engineering Manager, that project is looking at safety and capacity of Military Road from Lemmon Drive up to Echo Avenue. Lear Boulevard is an intermediary component of that corridor where we will be performing intersection control evaluations. We are in the beginning stages of this project where we are doing our due diligence and gathering as much data and input that we can to understand all the needs for the area. Then we would advance to a rough 10%-30% design in which we would start the outreach process to outwardly communicate of the findings and receive input from the community. Then the process would advance forward towards construction.

Commissioner Schieve, what is the process in which you prioritize projects?

Dan Doenges, RTC Planning Director, when we do the long-range plan update, we are really taking a 20 year look to find needs throughout the whole region. A lot that goes into the RTP is formed by specific corridor studies that we do, so when we hear about safety needs, such as in the North Valleys, those kind of elevate and rise to the top. We funnel projects through a prioritization process and try to be very data driven about that, but understand that there might be other desires or needs outside of the data driven process, so we really use that as the information gathering and working with our stakeholders, such as the staff at the local jurisdictions, getting their input and the public input adding an additional layer of that prioritization.

Commissioner Schieve, can you tell me where pedestrian fatalities fit into that?

Dan Doenges, this current RTIP looked at a variety of factors, safety was actually our highest weighted factor, so we applied a composite score to that based upon crash frequency rate and severity, with severity being the heaviest weighted. We apply that to all of our projects and that was a big drive in how they were ranked and prioritized. As we're getting ready to do an update to the RTP in the coming months, one of the things we want to do is reevaluate that process to see if there is room for improvement. If there are things we can refine for the next round of projects as they are prioritized going forward, then we want to do that.

Commissioner Schieve, do you use the same recipe at NDOT?

Deputy Director Darin Tedford said yes, we do.

Vice Chair Hill, I see we have the Truckee River Shared Path on the list, as well as Broadhead Park, can you describe what those are going to be?

Dan Doenges, the Truckee River Shared Use Path is in relation to the segment that is next to the Reno Sparks Indian Colony. We've been working closely with the Indian Colony to advance that project. It addresses the one segment next to their Health Center. Then the Broadhead Park was one of the recently awarded transportation alternative grants. The is focused on specific trailhead access.

Vice Chair Hill, asked for highlights on the Safe Routes to Schools project and RTC Park and Ride.

Dan Doenges, we programmed the funding to support the Safe Route to Schools Coordinator positions. We do work with them, but they take the lead on doing the assessments and identifying solutions.

We are looking to expand our Park and Rides primarily for the Vanpool program to grow. We're trying to create those formal/informal meeting spaces where people can gather and ride the vans together. We will address that through our development review process. We're doing a Virginia Street Transit Oriented Development Study, so we're looking at potential opportunities there for Park and Ride, also we will be looking tangentially at the upcoming Freight Study, and looking at truck parking as well.

On motion of Commissioner Schieve to accept the (FFY) 2023-2027 Regional Transportation Improvement Program (RTIP), seconded by Commissioner Reese, which motion unanimously carried, Chair Lawson ordered this item be approved.

## ***Item 6           DISCUSSION ITEMS AND PRESENTATIONS***

6.1.   Discuss paving and lighting on the Truckee River Path as requested by Mayor Schieve, and provide input and direction to the Executive Director. (For Possible Action).

Commissioner Schieve, I really think it's time that we focus on the river on many aspects. I don't think it's just RTC, I think it's all of the jurisdictions coming together and making sure it's sustainable. I do think the path can provide ways for micromobility, walking/running. Being able to invest in it, whether it's lighting or paving, what does that look like? How much interest does the RTC have, so that we're all working together. The Truckee River Path is a rare asset to not to use it to its best ability.

Vice Chair Hill agrees that we have to figure out how to regionally work on the river path. The reason I brought up the Truckee River Shared Use Path and Broadhead Park in the RTIP, was because I wanted to point out that there have been efforts by RTC to invest. How can we further the

commitments to the path? Washoe County has partnered with the City of Reno on a study of the river, so how do we make sure the RTC is also at the table for whatever we can do to support this effort as well?

Commissioner Schieve, what would be helpful would be to create a Board that we all sit on, so there is constant conversation and everyone knows what is happening. I really feel strongly about having dedicated River Rangers along the river, it's not safe to sleep or camp and people need to be able to enjoy the river like we did when we were growing up. I'm happy to move that forward at the City to create some sort of Board, but I think it's time that we actually say, "how are we going to invest in this asset?"

Commissioner Reese, when I contemplate the importance of the river as a place of multimodal transportation, I think about the river and the reasons why people are engaging along it. Yes, some of it is recreational, but also some of it is moving people to and from a place. We have to conceptualize more broadly the role we have here at the RTC. It cannot just be about roads that buses and cars drive on. It includes the places where people bike and walk. People are living in our urban core more than they have historically, so if a person desires to go from their home in downtown Reno to their job in South Meadows, they may access parts of that along this multimodal transportation corridor and the connectivity to it is what really drives the conversation. I want us at the RTC to be building the community we want to see 30 years in the future.

Commissioner Garcia, I echo the sentiments of my colleagues here about the importance of having continuity between the local jurisdictions. I represent District 3 at the County, which goes from Keystone to East McCarran in Sparks and Sun Valley down to Wooster. I think my District in particular is impacted by the decisions our body makes and the discussions we choose to have or not have. Having a uniform vision is key in any well planned project or design, but for me, more importantly is having equitable access. I would like to avoid having a piecemeal approach to the Truckee River Corridor where you can feel when you're in Reno, and you can feel when you're in Sparks, etc. It's not only about connectivity, but also about the aesthetics of it. We want our constituents to feel valued.

Chair Lawson, there needs to be a plan number one. What does it look like, how wide is the path, how many street lights do you add, how much is it going to cost, what is the budget? So, you can then come up with a plan. I'm 100% in favor of what you're talking about and it doesn't all fall here. It falls on many different regional boards. I've been talking about a Lands bill so we can get tilt up concrete off of the river, so Sparks can enjoy the river. Our Truckee River is a huge asset for us that we're not taking advantage of. Again, I'm 100% behind this, but I think we have to start with what does it look like, where does it start and stop, how do we connect Reno, Sparks and Washoe County, and maybe even Storey County for that matter? This is a huge community effort, but I think it all starts with a drawing that lays out what it's going to look like and what it's going to cost.

Bill Thomas, RTC Executive Director, I want to make sure we don't exit this item with unclear expectations. We certainly don't want to fail our Board and what you're expecting of us. I do know there is a consultant either being selected or being looked for on behalf of City of Reno and Washoe County to delve into this issue right now. Our perspective at the RTC is that we would be a participant. We're not a lead, but we will be participating. If there is a greater expectation of us, we would want to know. At least for now, that is how we're looking at it. I think part of the reason we've been so successful is that we stay focused on a couple of things, but certainly, if this is a direction for the Transportation element that you want us to be more engaged, then we are happy to do that.

Commissioner Schieve, you're right, we are investing about \$3 million to kick this off and start to put it together, so I think you're right. All I would ask is that you participate, and whenever that study is done, and we have a better idea of what that looks like, I think the Board would like to particularly focus on that aspect. We do have a role in it, but I do not think you are the lead.

Vice Chair Hill, to the Mayor's point, what we're doing with the Keystone Bridge for example, there is potential for RTC to collaborate with the Flood project. Ensuring we're working together and take partnerships in the studies, so when there is a role for us to play, we step up and play it. Find a way to support these projects in the same way we have the Shared Use Path and Broadhead Park and thinking how we play a role with those essential transportation elements that are outside of just streets.

6.2. Discuss the history and future direction of public transit in relation to Lake Tahoe as requested by Mayor Schieve, and provide input and direction to the Executive Director. (For Possible Action)

Commissioner Schieve, as the region has gotten much more popular, people have asked why we don't have dedicated transit up to Lake Tahoe? Have we ever played a role with our partners up there? Is there some way collaborate? Most cities that are tourist centered typically have transit to those destinations.

Bill Thomas, RTC Executive Director, I will point the Board to one of the goals that we put in for 2024 in our RTC Goals. We have a goal to explore transportation solutions to reduce vehicle miles traveled in the Washoe County and the Tahoe area. That's very broad, but at least putting it in our goals means it's something we're going to be spending time on this year to try to refine and find out what it means. We also want to give the Board and the public a little history on what we have done, as we don't want to keep trying the same things, if they're not working. I'm going to ask Jim Gee to come up and give a little history on our efforts.

James Gee, RTC Service Planning/Innovation Manager, in terms of history of our service to Tahoe, the first attempt was several years ago and we had a traditional fixed route bus service that connected from The Summit Reno up to Incline Village and Sand Harbor. That service lasted about two months before it was cancelled and it was cancelled for three reasons. One was poor ridership; two was poor efficiency, in that it is a long stretch of road with really limited pick up and drop off points; and third and much more significantly, safety issues. The 40-foot transit bus that you see going up and down city streets were simply not made to go up and down Mt. Rose Highway. We had a lot of concerns about the braking systems and making sure our vehicles were safe going up there.

As a follow up to that in 2021, we created a FlexRIDE type of service to serve the Tahoe Region. That service used a smaller vehicle, and used a more on-demand type of scheduling system where folks had to schedule a ride. That service lasted most of the summer of 2021, but again, similar to the previous attempt, had very poor ridership, about 300 trips for the entire summer. We found that it was not families who were riding, but a lot of single person trips and two passenger trips, so it was very inefficient in that way. Surprisingly, we also found that the ridership was not centered on the weekends, it was actually a lot of week day ridership, which was taking our drivers away from ACCESS and FlexRIDE at a time when we had a significant driver shortage, and that created a lot of operational issues for us.

One success we've had with Tahoe is in our Vanpool Program. We started Vanpooling to the Tahoe region in 2022, and we now have 8-10 vehicles going up there, about 1,500 passengers per month. That piece has been much more successful than our previous efforts.



Vice Chair Hill, thank you Mayor Schieve for bringing this up, because this is something I'm working on as Chair of the Tahoe Transportation District, to try to see how we can better connect the region with transit. I will give RTC some big credit, as before I got on this Board, this Board approved funding for a mobility hub in Incline Village and we're working through that public process, which is amazing.

When you don't know where you are going to park or where you're going to go once you get up to Tahoe, it's easier to just drive, but we need to change that thought process. Could there be a basin user fee if you use your vehicle and what does that look like? We can't do tolls per NRS right now, so there is a lot of State law that would need to be worked out to incentivize public transit, but we have to figure this out. One thought is how are we going to do the Park and Ride? That's why I was curious about our RTC Park and Ride Program through the RTIP. Maybe there is a way to study Park and Ride by purchasing or leasing a property, to see what that could look like with infrastructure in place, and start to incentivize people taking the bus. I want to make sure that when we put the service into place, that people are going to take it. That's my concern and I don't know how we get them there unless we incentivize it. I have spoken to the Governor's office about basin fees and that and it's not a very popular concept.

Jim Gee, it's difficult right now because there is a disincentive in that if we take people up to Incline, for them to spend a weekend and want to move around the community, they have to switch to a different transit system. To move your luggage, coolers, backpacks, etc., is disincentive in itself to have people just say that they would rather drive.

We have in the past talked about alternative ways up to the Tahoe area. Maybe through Truckee where we can connect with TART. Maybe from the south, which obviously adds a lot of miles and time, but in terms of safety and the road itself, it may be a better fit for us geographically. I think it does deserve some definite study and thought.

Commissioner Schieve, a lot of the comments I've received were from tourists. Do we know what the ridership looks like, tourism versus local?

Jim Gee, our ridership was really designed for Reno residents to travel to Tahoe. There are private companies that provide shuttle services from the Airport both to Stateline and along the North Side of the Lake.

Commissioner Schieve, I think figuring out that connectivity piece is really critical and we haven't done that yet. Vice Chair Hill and I both sit on the Tourism Board, so we need to connect over there too and figure out what it looks like when we talk about the ridership. I think we're catering to different demographics and different users, and that is something that could shape where we want to go with these initiatives.

Jim Gee, one thing I neglected to add, we do have a great working relationship with both TART and TTD, those are the transportation providers in the regional up there. Both of them provide service in different areas along the Lake. TART has created a microtransit type of service in Incline Village and they have three different zones, which is partially funded by the RTC. They are also struggling the same as us with the driver shortage, so that has impacted their service quite a bit. For example, there is no direct connection between Stateline and Sand Harbor, which is a big gap on that side of the lake.

Chair Lawson, out of curiosity, does TRPA have anything to say in regards to transportation?

Jim Gee, my sense is that TRPA is the planning side and TTD is more of the operations and wheels on the streets.

Vice Chair Hill, TRPA just applied for a Federal Grant to essentially charge fees for people to go through Emerald Bay and through the Highway 28 corridor that is impacted by Sand Harbor, to see if we can start the concept of a basin user fee on a small scale. That would be something that TTD would eventually implement, because TRPA is seeing the impact of the vehicle miles traveled within the basin. They want to be a partner and they are trying to plan and find funding to support this. I think the Santini Burton Purchase Program is another possibility through the Lands Bill to look at, where every time land is disposed of, a portion of that money goes to the Forest Service. We need to figure out how that Santini Burton Forest Service money can go to transit.

There are a lot of things in place, but I'm trying to figure out how to connect the Reno side, which is missing. I'm trying to fund the shuttle that goes from the Airport to Incline Village because it's a \$90 ride right now, and it's too expensive. I have been working to subsidize it, and I've asked the Airport Authority, but they said they had restricted funding. I think I asked RTC and RTC said no too. Figuring out how we can fund and incentivize those kinds of things to get tourists in the habit of not having a vehicle up there is another piece. I agree with Jim, even the connectivity around the Lake needs to be improved greatly in order for us to say, "leave your car in Reno".

Vice Chair Hill, can we ask for a study or for staff to bring back a component of what a study would look like and the cost of something like that, so the Board could consider that for future approval?

On Motion of Vice Chair Hill, seconded by Commissioner Schieve, which motion unanimously carried, Chair Lawson ordered the motion to have RTC put a component of a study together on travel from Reno to Tahoe be accepted.

## ***Item 7           REPORTS (Informational Only)***

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

1. John Ponzo's 25<sup>th</sup> anniversary with RTC was July 27. John is our IT Manager and he does a great job. Congratulations and thank you for your hard work here.
2. Paul Nelson, Amanda Callegari, and Kim Diegle are all celebrating one year at the RTC.
3. I would like to thank Director Larkin Thomason and NDOT for their continued work to make our highways safer. NDOT is replacing "Wrong Way Driver" systems between Keystone Avenue and the California state line. This is extremely helpful in the Mogul area. We will keep working with NDOT's team to get more of these treatments along I-80 and Highway 395.
4. The Best in the West Nugget Rib Cook-off starts later this month. RTC Washoe is partnering with the Nugget. We are providing free transportation on our RAPID Lincoln Line and Route 11 to Centennial Plaza. It runs from Wednesday, August 30<sup>th</sup> through Monday, September 4<sup>th</sup>—all day.
5. At last month's board meeting, you requested to discuss a Tahoe pilot for public transportation. Here is what we have learned: Only 342 people used it over the course of four months. Recreational lake users typically don't want to wait for a bus, pay a fare, load up, then wait for a return bus. Parking fees or car restrictions could increase demand.
6. VanPOOL has seen early success for Lake Tahoe and we think more companies will join. In June, VanPOOL saved more than 14-hundred trips to the lake and 47-thousand pounds of carbon dioxide. Since the service started in January, it has saved more than 8-thousand trips and nearly 300-thousand pounds of CO<sub>2</sub>.

7. Planning is underway for the West Fourth Street Downtown Project from Keystone to Evans. The plan will replace existing street lighting with new lighting, using the Neon Line LED fixture. It will have ADA improvements, some intersection improvements, and design of the proposed Bus Rapid Transit structures.
8. The RTC is teaming up with the Nevada Wolf Pack for the upcoming football and basketball seasons. We will advertise the RAPID Virginia Line and the ED-Pass Program. The package includes digital ads for five minutes per game at Mackay Stadium and two minutes per game at Lawlor Events Center. We will have a booth for outreach on the concourse for two football games and basketball games. The agreement includes social media advertising, too.
9. Congratulations to the Keolis driver of the month, Angela Bergei. She has worked as an RTC RIDE operator since August, 2013. Angela is a very sweet lady and loves her job. Her on-time performance was 98 percent in July. She works extremely hard to get her passengers to their destinations safely and on time. Angela enjoys puzzles, cooking, baking, golfing, swimming, walking her dog, and family time.
10. The MTM Employee of the Month is Nancy Gray. Nancy has been an Access and FlexRIDE driver for more than 5 years. She is well-loved by her passengers and coworkers. This year, she has provided more than 27-hundred trips. 369 passengers took the time to leave positive reviews. Outside of work she enjoys spoiling her ten grandkids, taking care of her chickens, yardwork, and swimming. Nancy is the epitome of MTM's Vision that every trip is important.
11. The last thing I wanted to bring to the Boards attention, because it's a really positive thing. Our fixed route operations, particularly our Bus RAPID Transit, has done an amazing job of rebuilding from the pandemic. We're almost going to cross the five million annual passengers' line, which is significant, because we lost close to 60% of our ridership. It has to do with the drivers, mechanics, schedulers, and also with the management at Keolis that have been able to get drivers back and get the system running. I would say that is a direct indicator of success when we're at almost five million and we're up 37% year over year in ridership.

Commissioner Schieve, I wanted to go back to employee appreciation. Am I correct that we do 12 a year from Keolis and MTM? How many people do we recognize each month?

Phil Pumphreys, Keolis General Manager, we do three per month. We do one each for drivers, maintenance tech and utility workers.

Commissioner Schieve, I would like to see, and maybe this is something the Board has to agree on with the funding side of things, what exactly do we do for them besides recognizing them here? I want to make sure they are receiving something significant enough to where they know we appreciate them.

Phil Pumphreys, they each get a \$250 bonus. We have other recognition programs, we give out pens and gift cards for customer compliments and such.

Commissioner Schieve, I would love to see if RTC would add at least another \$100 to those bonuses.

Bill Thomas, Executive Director, not to negate the positive of what you're saying, but we have to be careful in terms of what RTC does, because they are not our employees. We have some ability in a very general sense, and maybe Adam Spear could share with the Board the limitations on what we can actually do, but we can do things to show appreciation.

Commissioner Schieve, if we can somehow figure out, on our side, to show how much we appreciate employees, I think would be a nice addition.

## 7.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer, things are kind of quiet right now in Washington DC, because the House and Senate are on their August recess. They wrapped up their legislative business at the end of July, and they'll return back to DC right around Labor Day. When they do return, they are going to have to try to pass the budget for the Federal Government by September 30<sup>th</sup>. There is skepticism that will actually happen and the thought is that they'll have to pass a continuing resolution. Both Houses did pass their 12 Appropriations bills out of their committees. The senate's spending levels follow what the spending caps passed earlier this year, and the house is looking to cut some spending. We're not exactly sure of the cuts they want to do, but we're hoping that won't have much of an impact on the Transportation system.

USDOT is accepting Smart Grant applications and we're taking a look at some of our projects around town and seeing if there is a good fit to apply for one of those grants. These are geared towards innovation and technology when it comes to our transportation system.

## 7.3 NDOT Director Report

NDOT Deputy Director Darin Tedford, the Director sends her regards as she was pulled away to meet with our Federal Representatives about the Bright Line project, but I will be sure to convey your thanks to her and the rest of our team. We appreciate that.

I want to talk about what we've done on I-580 through the center of Reno. NDOT, and our contractor Q&D Construction, completed the fourth of four marathon weekends just in time for the Northern Nevada Events season to begin. While the project still has single lane closures to complete the work, four lanes of new smooth pavement and fresh striping are in place and in use. We thank the public and our stakeholders for being patient and helping us save months of nightly lane closures and risk to our team members on the roadway. We hope everyone enjoys the new riding surface.

The Safe Routes to School program has geared up to help safely move our youngest transportation users to and from. Since early 2023, the School District Police Department Safe Routes to School Coordinator has conducted regular school based events to teach K-8<sup>th</sup> grade students how to become more visible to motorists and how to follow safety precautions. NDOT's Safe Routes to School partnership mission is advancing safe walking and rolling to and from schools and in every day life, and improving the health and well being of all Nevadans to provide a safe and connected system. In addition to grant coordination to fund Safe Routes to School, NDOT uses our dynamic message boards to remind vehicle travelers that bike and pedestrian traffic is increasing.

Responding to a question about the potential for wildlife crossings in the Verdi area. We know that wildlife crossings are one way we can help keep our roadways safe for drivers and Nevada's wildlife. New funding from Assembly Bill 112 created an account to support wildlife crossings statewide. Funding will include such things as bridges, tunnels and culverts to help reduce animal/vehicle crossing interactions and to reconnect fragmented natural habitat. An initial appropriation of \$5 million in general fund money will help the State provide State matching funds for Federal Grant Programs.

What we're doing right now is installing 8-foot tall wildlife fencing alongside I-80 from Mogul to Verdi to direct animals to the natural under-crossings and along the Truckee River. This will allow a reduction of animals crossing randomly across the interstate.

On Monday, August 14, 2023, the NDOT Transportation Board approved an award of Contract 3988. This is a preservation project for US395 between Cold Springs and Bordertown. Approximately four miles of northbound and southbound US395 will be milled and overlaid with the new asphalt surface

and other related activities for a preservation project. This project is estimated to take about 80 working days, which will start soon and complete in the spring.

For the North Valleys areas extending down to Clear Acre, this project has been advertised and bids have been received. We anticipate taking it to the Transportation Board for approval in September or October 2023, but most likely September.

As requested by the Governor's office of Economic Development and Tesla, the Department is beginning a Feasibility Study for a southern route to the Tahoe Reno Industrial Center. The scope of the study will include development of alternative concepts, and starting the planning and environmental linkage process, which is something we do on occasion prior to the NEPA process. Also, a benefit cost analysis and risk analysis will be performed. We anticipate the study to begin at the end of 2023, with an approximately 18-month duration.

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

Vice Chair Hill, I wanted to applaud the City of Reno for RPD being out in force in the school zone areas this week. Amazing work!

***Item 9            PUBLIC INPUT***

Chair Lawson opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda. There being no one wishing to speak, Chair Lawson closed public input.

***Item 10          ADJOURNMENT***

There being no further business to come before the Board, the meeting adjourned at 11:20 a.m.

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ED LAWSON, Chair  
Regional Transportation Commission

**\*\*Copies of all presentations are available by contacting Michelle Kraus at [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com).**



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.2.1

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

**SUBJECT: Procurement Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Procurement Activity Report.

**BACKGROUND AND DISCUSSION**

See attached for Background and Discussion

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## ATTACHMENT A

### PROJECTS CURRENTLY ADVERTISED

<b><u>Invitations for Bids (IFB)</u></b>	
<b>Project</b>	<b>Due Date</b>
First Street Rehabilitation	September 6, 2023
2023 Bridge Maintenance	September 7, 2023
Arlington Bridge ICE	September 22, 2023
<b><u>Request for Proposals (RFP)</u></b>	
<b>Project</b>	<b>Due Date</b>
Snow and Ice Removal	September 8, 2023
Marketing Consultant for RTC TOPS Program	September 25, 2023
Solar Light Design for Installation	September 29, 2023

### 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>
2023 RTC Corrective Maintenance	Sierra Nevada Construction, Inc.	August 3, 2023	\$1,924,007

### 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>
Centennial Plaza/Villanova Bus Barn Lighting	Have Lights Will Travel	\$99,435
Organizational and Cultural Employee Study	Government Leadership Solutions	\$79,762

### 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>
Oddie Wells Corridor Multi-Modal	Granite Construction	8/7/2023	CO 4	20,748	\$44,120,848



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.2.2

To: Regional Transportation Commission

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

**SUBJECT: Advisory Committee Report**

### **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 individuals with a general interest and user-experience in 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 September CMAC and the TAC meetings were canceled due to lack of agenda items. There has not been a RRIF TAC meeting since the Board previously met.

### **FISCAL IMPACT**

There is no fiscal impact related to this action.

### **PREVIOUS BOARD ACTION**

There has been no previous Board action taken.





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.2.3

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

**SUBJECT: Planning Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Planning Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## PLANNING STUDIES

<b>Virginia Street Transit Oriented Development (TOD) Planning Study</b>	
Graham Dollarhide, Project Manager	<a href="https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/">https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/</a>
<i>Status: First transit model run complete; alternates being run and compared to additional RTC BRT data. Results to be shared with Project TAC, ahead of second set of public workshops and draft study recommendations.</i>	
<b>Active Transportation Plan</b>	
Dan Doenges, Project Manager	<a href="https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/">https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/</a>
<i>Status: Preparation underway for 2<sup>nd</sup> Agency Working Group meeting with local jurisdictions to discuss potential cross-section standards, maintenance issues, and implementation guidelines.</i>	
<b>Regional Freight Study</b>	
Marquis Williams, Project Manager	N/A
<i>Status: An internal kick off meeting was held with the project team on September 1, and follow up action items were identified.</i>	
<b>RTC Website Update</b>	
RTC Graphics Team	<a href="https://www.rtcwashoe.com/">https://www.rtcwashoe.com/</a>
<i>Status: Working with website maintenance contractor to refine web layout/structure.</i>	
<b>ONGOING PROGRAMS</b>	
<b>Data Collection Program</b>	
James Weston, Project Manager	<a href="#">N/A</a>
<i>Status: Field survey conducted to determine ideal data collection conditions at identified locations.</i>	
<ul style="list-style-type: none"><li>• Data collection paused for summer and will resume after school is back in session.</li><li>• Summary reports received for initial collection sites.</li></ul>	
<b>Bicycle and Pedestrian Planning</b>	
RTC Planning and Engineering 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>• Developing Level of Traffic Stress (LTS) bicycle map (online and hard copy).</li><li>• Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.</li></ul>	
<b>Vision Zero Truckee Meadows</b>	
RTC Planning Staff	<a href="https://visionzerotruckeemeadows.com/">https://visionzerotruckeemeadows.com/</a>
<i>Status: Meeting held August 14<sup>th</sup> and items discussed include a Smart &amp; Connected Communities grant being pursued by UNR, the recently submitted SS4A grant application, an Active Transportation Plan update, and Downtown Reno Micromobility Project update.</i>	



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.2.4

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

**SUBJECT: Engineering Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Engineering Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2024 budget.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## BICYCLE AND PEDESTRIAN IMPROVEMENTS

<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 produced. The project is being evaluated as part of the Downtown Micro Mobility Network Phase 1.</i>	

## CAPACITY/CONGESTION RELIEF PROJECTS

<b>4<sup>th</sup> Street/Woodland Avenue Roundabout</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/4th-street-and-woodland-avenue-roundabout/">https://www.rtcwashoe.com/engineering-project/4th-street-and-woodland-avenue-roundabout/</a>
<i>Status: The roundabout construction began in March 2023. Retaining wall and westbound lanes are complete. Construction of the eastbound travel lanes is in progress and will continue through fall of 2023.</i>	

<b>Buck Drive Circulation</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/buck-drive-circulation/">https://www.rtcwashoe.com/engineering-project/buck-drive-circulation/</a>
<i>Status: Kimley Horn is the selected firm for the design and construction engineering services. Preliminary design started at the end of July. Ongoing coordination with City of Reno staff. 30% Design Plans expected by the first quarter of 2024. Construction is tentatively scheduled for spring 2025.</i>	

<b>Geiger Grade Realignment</b>	
Kim Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/">https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/</a>
<i>Status: Access and Circulation study is underway. RTC is in preliminary analysis stage of restarting the project. Evaluation of the procurement method for traffic, design, and environmental services is underway.</i>	

<b>Kietzke Lane ITS</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/">https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/</a>
<i>Status: The consultant began design of the project in June 2023. 90% design will be submitted and reviewed in September.</i>	

<b>Military Road Capacity &amp; Safety</b>	
Kim Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/military-road-capacity-and-safety/">https://www.rtcwashoe.com/engineering-project/military-road-capacity-and-safety/</a>
<i>Status: Alternatives for roadway and intersection configurations are being developed and will be evaluated in September. Preliminary design will begin later this fall.</i>	

<b>N McCarran Boulevard &amp; Pyramid Hwy Fiber</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/">https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/</a>
<i>Status: Construction contract has been awarded to Quanta Telecommunication Solutions. Construction is expected to begin in September.</i>	

<b>North Valleys North Virginia Street Capacity</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/">https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/</a>
<i>Status: The project is underway with early scoping and schedule items.</i>	

<b>Pembroke Drive Capacity &amp; Safety</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pembroke-drive-capacity-and-safety/">https://www.rtcwashoe.com/engineering-project/pembroke-drive-capacity-and-safety/</a>
<i>Status: Nichols Consulting Engineers (NCE) was the selected design consultant and the team has started the preliminary design. Preliminary design alternatives have been presented to City of Reno staff. 30% Design Plans expected by January 2024. Construction is tentatively scheduled for spring 2025.</i>	

<b>Pyramid Highway Intelligent Corridor</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/">https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/</a>
<i>Status: The consultant is in the process of procuring necessary software for system functionality. Fiber installation design is nearing 90%. Testing of software is expected to occur in the fall.</i>	

<b>Pyramid Way, Sparks Boulevard, Highland Ranch Interchange</b>	
Amanda Callegari, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/">https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/</a>
<i>Status: Professional Services Agreement with consultant is on the September Board Consent Agenda. Agreement is for the preliminary design and engineering services associated with the Pyramid Way/Sparks Blvd/Highland Ranch Interchange and Connector Improvements. The Consultant will begin once an NDOT LPA Agreement is executed and notice to proceed is given from NDOT.</i>	

<b>South Meadows Traffic Enhancements</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/">https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/</a>
<i>Status: The project will be advertised for construction bids in late September.</i>	

<b>South Virginia Street &amp; I-580 Exit 29 Capacity &amp; Safety</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/">https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/</a>
<i>Status: Ongoing coordination with NDOT and City of Reno. Ninety percent (90%) design plans were submitted. Right-of-way process and Public/Stakeholder meetings are underway. Construction is tentatively scheduled to start in spring 2024.</i>	

<b>Sparks Boulevard – North Phase</b>	
Garrett Rodgers, Project Manager	<a href="http://SparksBLVDproject.com">SparksBLVDproject.com</a> .
<i>Status: Project design will continue to advance with final design, 90% design anticipated for fall 2023. Utility relocations are being evaluated to ensure project improvements are not in conflict. NEPA document (FONSI) was submitted to FHWA for review in late August.</i>	

<b>Steamboat Parkway Improvement</b>	
Garret Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/">https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/</a>
<i>Status: The utility coordination and right-of-way acquisition process is ongoing. Construction is anticipated to start in spring 2024.</i>	

<b>Traffic Management – ITS Phase 4</b>	
Alex Wolfson, 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>
<i>Status: Project construction is substantially complete. Minor punch list and construction closeout tasks are still in progress.</i>	

<b>Traffic Signal Installations 23-01</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/</a>
<i>Status: One hundred percent (100%) design plans are currently being reviewed. Contract bid opening is expected in late September.</i>	

<b>Traffic Signal Modifications 23-01</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/</a>
<i>Status: The final plans and specifications are being prepared to advertise for construction bids in late September.</i>	

<b>Traffic Signal Modifications 24-01</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-24-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-24-01/</a>
<i>Status: The project team is currently completing engineering studies and finalizing improvement recommendations for each site prior to beginning design.</i>	

<b>Traffic Signal Timing 7</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/">https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/</a>
<i>Status: The interlocal cooperative agreements have been approved and executed by Reno, Sparks, UNR, and RTC. The notices to proceed were issued on July 3, 2023. This project is now underway.</i>	

<b>Veterans Parkway ITS</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/">https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/</a>
<i>Status: HDR has been selected as the design consultant for this project. Preliminary design is now underway.</i>	

<b>Veterans Roundabout Modifications</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/">https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/</a>
<i>Status: The project was kicked-off in June 2023. Preliminary Engineering efforts, including geotechnical investigation, topographic survey, and traffic counts are currently underway.</i>	

<b>Vista Boulevard/Prater Way ITS</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/">https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/</a>
<i>Status: Preliminary design is ongoing through fall 2023.</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: The 60% design is complete. Coordination with utility companies and USACE, FHWA, and NDOT is on-going. A Section 408 permit for geotechnical borings was granted by Carson Truckee Water Conservancy District. Construction Manager at Risk (CMAR) project delivery procurement is ongoing – CMAR will be selected in late September with agreement anticipated to go to October Board. Independent Cost Estimator (ICE) procurement is ongoing.</i>	

<b>Keystone Bridge Replacement</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/">https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/</a>
<i>Status: The project team has developed qualitative screening criteria for an initial evaluation of the project alternatives. The proposed project alternatives will be presented to the public in early November.</i>	

<b>Lemmon Drive Traffic Improvements and Resiliency</b>	
Amanda Callegari, Project Manager	<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: Environmental services and final design has commenced. Kick-off meeting is scheduled for 9/13/2023. Coordination with agencies partners has begun and will continue through environmental and final design.</i>	

<b>Mill Street Capacity &amp; Safety (Kietzke Lane to Terminal Way)</b>	
Kimberly Diegle, Project 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: Ninety percent (90%) design submittal is due in October. The right-of-way acquisition process has begun. Coordination with utility companies is on-going. Outreach with adjacent business owners continues. Presented at Reno Sparks Indian Colony Tribal Council who provided approval for permission to construct. Construction anticipated to start early 2025.</i>	

<b>Oddie/Wells Multimodal Improvements</b>	
Maria Paz Fernandez, Project Manager	<a href="http://oddiewellsproject.com/">http://oddiewellsproject.com/</a>
<i>Status:</i>	
<i>Phase 1 (Pyramid Way to Sullivan Lane in Sparks) was completed at the end of August.</i>	
<i>Ongoing construction activities on the southside of Oddie Blvd on Phase 2 (Silverada Blvd to east of US 395 in Reno) and are expected to be completed by the end of this month.</i>	
<i>Construction activities on Phase 3 and 4 are underway.</i>	
<i>One lane on each direction is maintained along Oddie Boulevard.</i>	
<i>Overall construction, including the remaining phases, is anticipated to continue over the next construction seasons and be complete by the third quarter of 2024.</i>	

<b>Sierra Street Bridge Replacement</b>	
Amanda Callegari, Project 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 permitting process for the geotechnical borings has begun to help inform preliminary design decisions. The Project Purpose and Need is in development and the Alternatives Analysis will commence later in September. Public information meeting anticipated to be held early 2024.</i>	

<b>Sky Vista Parkway Widening Rehabilitation</b>	
Judy Tortelli, 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>
<i>Status: Construction activities are ongoing. This project is anticipated to be complete this fall.</i>	



<b>West Fourth Street Downtown</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/">https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/</a>
<i>Status: A project walkthrough was conducted with the City of Reno and the design consultant and the project scope is being refined.</i>	

<b>West Fourth Street Safety</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/">https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/</a>
<i>Status: Wood Rodgers has submitted 30% design plans for review by RTC and the City of Reno and coordination with NDOT environmental continues. A reimbursement agreement with Union Pacific Railroad is under review.</i>	

<b>Truckee River Shared Use Path</b>	
Scott Gibson, 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>
<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. There has been no progress on this in recent months.</i>	

## PAVEMENT PRESERVATION PROJECTS

<b>1st Street Rehabilitation and Signal Replacement</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/1st-street-rehabilitation-and-signal-replacement/">https://www.rtcwashoe.com/engineering-project/1st-street-rehabilitation-and-signal-replacement/</a>
<i>Status: Project was advertised for bidding in August with bids due on September 6, 2023. Construction is anticipated to begin in October 2023, with a separate construction notice to proceed for paving planned for Spring 2024.</i>	

<b>2023 Bridge Maintenance-Second Street, Keystone Avenue, and Vine Street Bridges</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/2023-bridge-maintenance/">https://www.rtcwashoe.com/engineering-project/2023-bridge-maintenance/</a>
<i>Status: Design is complete and the project is out to Bid.</i>	

<b>2023 Corrective Maintenance (Neil Road, Greg Street, and Moya Blvd.)</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/2023-corrective-maintenance/">https://www.rtcwashoe.com/engineering-project/2023-corrective-maintenance/</a>
<i>Status: Project is under way with work beginning on Greg Street and Neil Road.</i>	

<b>2023 Preventive Maintenance Program</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/2023-preventive-maintenance-program/">https://www.rtcwashoe.com/engineering-project/2023-preventive-maintenance-program/</a>
<i>Status: The project is approximately 80% complete.</i>	
<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>
<i>Status: Construction has reached substantial completion.</i>	
<b>Arrowcreek Parkway Rehabilitation</b>	
Kimberly Diegle, Project 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: Construction began on June 12, 2023, and will be substantially complete in September. Paving operations are complete.</i>	
<b>California Avenue at Newlands Terrace Rehabilitation</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/california-avenue-at-newlands-terrace-rehabilitation/">https://www.rtcwashoe.com/engineering-project/california-avenue-at-newlands-terrace-rehabilitation/</a>
<i>Status: The project is substantially complete.</i>	
<b>Holcomb Avenue Rehabilitation</b>	
Amanda Callegari, 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: Construction reached substantial completion on August 18<sup>th</sup>. Ribbon cutting ceremony held on 9/5/2023</i>	
<b>Las Brisas and Los Altos Resurfacing</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/">https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/</a>
<i>Status: Construction is scheduled to commence the week of September 5, 2023; 45 working days are allocated to complete work under the contract.</i>	
<b>N Virginia Street University Rehabilitation</b>	
Amanda Callegari, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/">https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/</a>
<i>Status: Design has reached the 50% milestone with 90% design submittal scheduled for September. Construction scheduled for summer of 2024 during UNR's summer break.</i>	

<b>Raleigh Heights Rehabilitation</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/">https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/</a>
<i>Status: Lumos and Associates, Inc. has submitted 60% design. Final design and right-of-way process will commence in September. Construction is tentatively scheduled for March through August 2024.</i>	

<b>Selmi Drive Rehabilitation</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/">https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/</a>
<i>Status: DOWL (formerly Farr West Engineering) is the selected team for the design. Ninety percent (90%) design plans were submitted to the City at the end of August. Construction is tentatively scheduled for spring 2024.</i>	

<b>Stanford Way Rehabilitation</b>	
Kimberly Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/stanford-way-rehabilitation/">https://www.rtcwashoe.com/engineering-project/stanford-way-rehabilitation/</a>
<i>Status: Ninety percent (90%) design submitted in August. Coordination with the City of Sparks and affected utility companies continues. Construction is anticipated for spring 2024.</i>	

## **OTHER PROJECTS**

<b>4<sup>th</sup> Street Station Expansion</b>	
Ian Chamberlain, 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: This project is on hold due as a result of ongoing coordination with City of Reno.</i>	

<b>Virginia Line BRT Improvements</b>	
Kimberly Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/">https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/</a>
<i>Status: Thirty percent (30%) design is complete. Coordination with the City of Reno, FTA, and affected utility companies continues in advance of the 60% design submitted in August. NEPA re-evaluation of the original Virginia Street Bus RAPID Transit Extension project is underway, including Tribal consultation.</i>	

**REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY**

<b>Project</b>	<b>Property Owner</b>	<b>Purchase Amount</b>	<b>Amount Over Appraisal</b>
Traffic Signal Installation 23-01	Steven M. Trudell	\$1,000.00	\$0
Traffic Signal Installation 23-01	Day Investments LLC	\$2,100.00	\$0
Traffic Signal Installation 23-01	Dalla Vista LLC	\$4,000.00	\$0

**CONTRACTS UP TO \$100,000**

<b>Project</b>	<b>Vendor</b>	<b>Scope</b>	<b>Amount</b>
N/A			



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.2.5

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

**SUBJECT: Public Transportation and Operations Monthly Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Public Transportation and Operations report.

**BACKGROUND AND DISCUSSION**

See Attachment A for background and discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## BACKGROUND AND DISCUSSION

## ATTACHMENT A

### Highlights

**Keolis Hosts Reno Transit Bus Roadeo** – On Saturday, September 23, Keolis will host this year’s Bus Roadeo at the North parking lot of the Livestock Event Center in Reno. This year’s Bus Roadeo theme is Bus Vibrations! The event will start at 8:00am, Saturday, and is expected to end in the early afternoon, with an awards ceremony. RTC staff and Board Members were invited to serve as judges for the event.



**RTC Provides Free Bus Rides to the Great Reno Balloon Race** – Through its “Don’t Drive Arrive!” Campaign to the Great Reno Balloon Race, RTC added extra service to the RAPID Virginia Line on September 8, 9, and 10 from 4 a.m. to 10 a.m. and extending the route to Rancho San Rafael Park. A free park-and-ride service from the Reno-Sparks Convention Center parking lot operated every 15-minutes to the park.

**SENIOR FEST 2023** - RTC staffed a booth at the Annual Senior Fest event on September 5<sup>th</sup> at the Reno Town Mall. RTC Board Chair and Sparks Mayor, Ed Lawson and RTC Commissioner and City of Reno, Vice Mayor, Devon Reese attended the event. Returning for its 26th year, *Senior Fest* is a free event featuring more than 60 businesses and vendors as part of an effort to connect seniors and caregivers to various services in our community. *Senior Fest* promotes healthy aging and wellness for Washoe County's elderly. During the event,



attendees had an opportunity to tour one of RTC's FlexRIDE vans. Staff offered valuable information about utilizing FlexRIDE and were available to answer any questions regarding the RTC's senior transit services.







**RTC Provides Free Bus Rides to the Rib Cook Off** – RTC provided free transportation on the RAPID Lincoln Line and Route 11 transit services from Wednesday, August 30, through Monday, September 4, all day, each day to the *Best in the West Nugget Rib Cook Off*, in partnership with The Nugget Casino Resort.

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, carpooling or using ride hailing services. Events like this help to attract new transit passengers and reduce congestion on our roadways.

**RTC RIDE Key Highlights – August**

- 3 Trainees released to operations for revenue service
- 5 driver terminations
- 87% for completed service hours and trips
- 8/2/23 Reno PD Sawt Training
- 8/6/23 Hot August Nights Parade
- Service changes on 9/9/23
- Employee Engagement:
  - National Beach Day, Wednesday August 30<sup>th</sup>



*of the modules*

- CUTA Training: Class continues with the following employees complete on modules (as of 08/31):
  - 132 complete on Module 1
  - 74 complete on Module 2
  - 68 complete on Module 3
  - 67 complete on Module 4
  - **57 Employees have completed all 4**

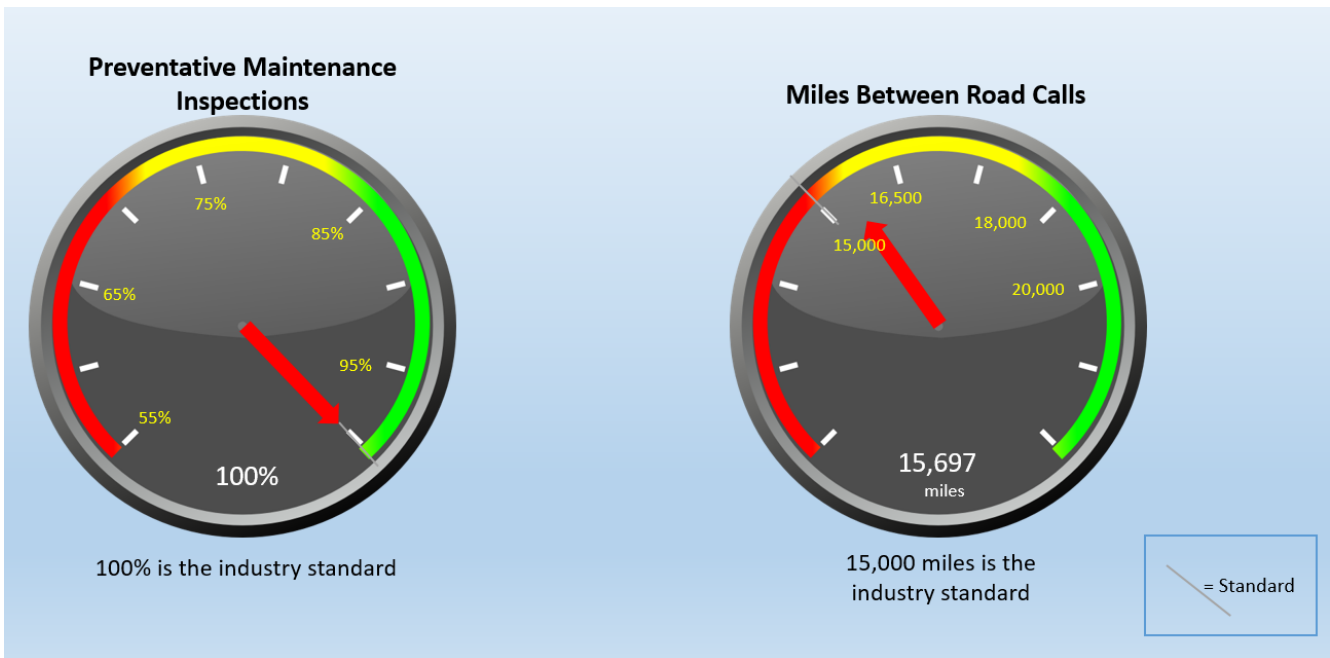
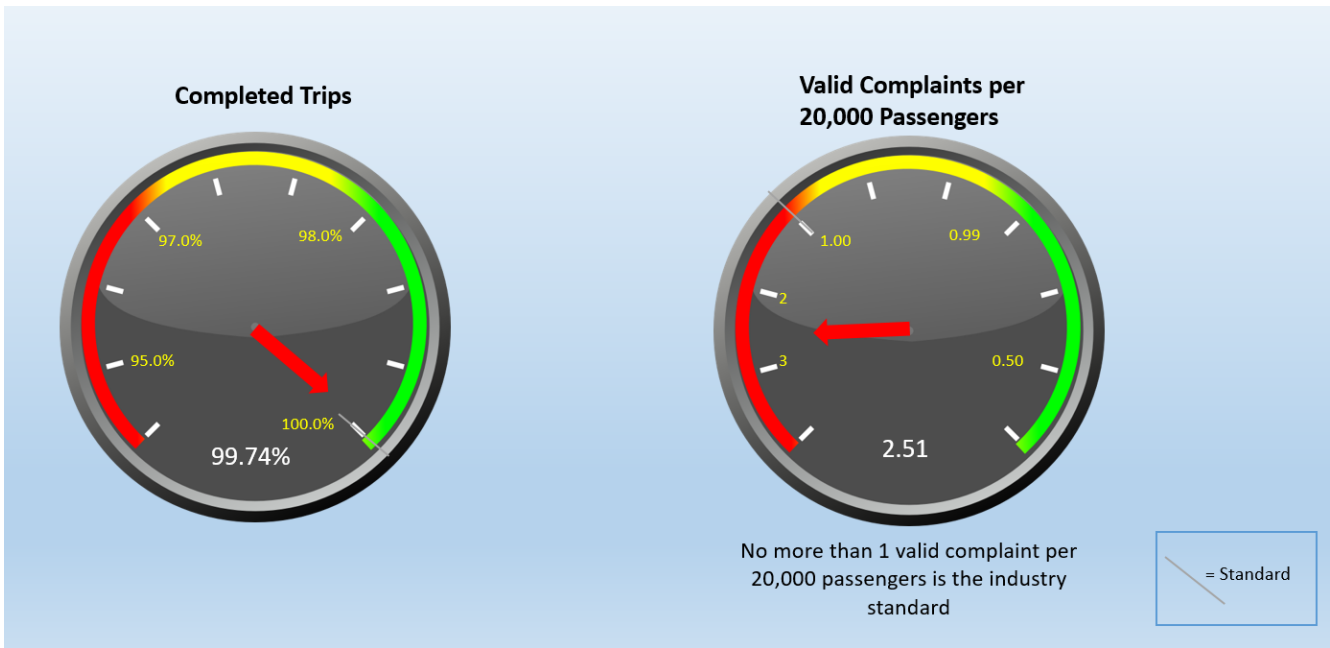
- No new grievance filed, One settled
- No ULP's filed, 1 settled

**Keolis represented staffing headcount as of August 31, 2023:**

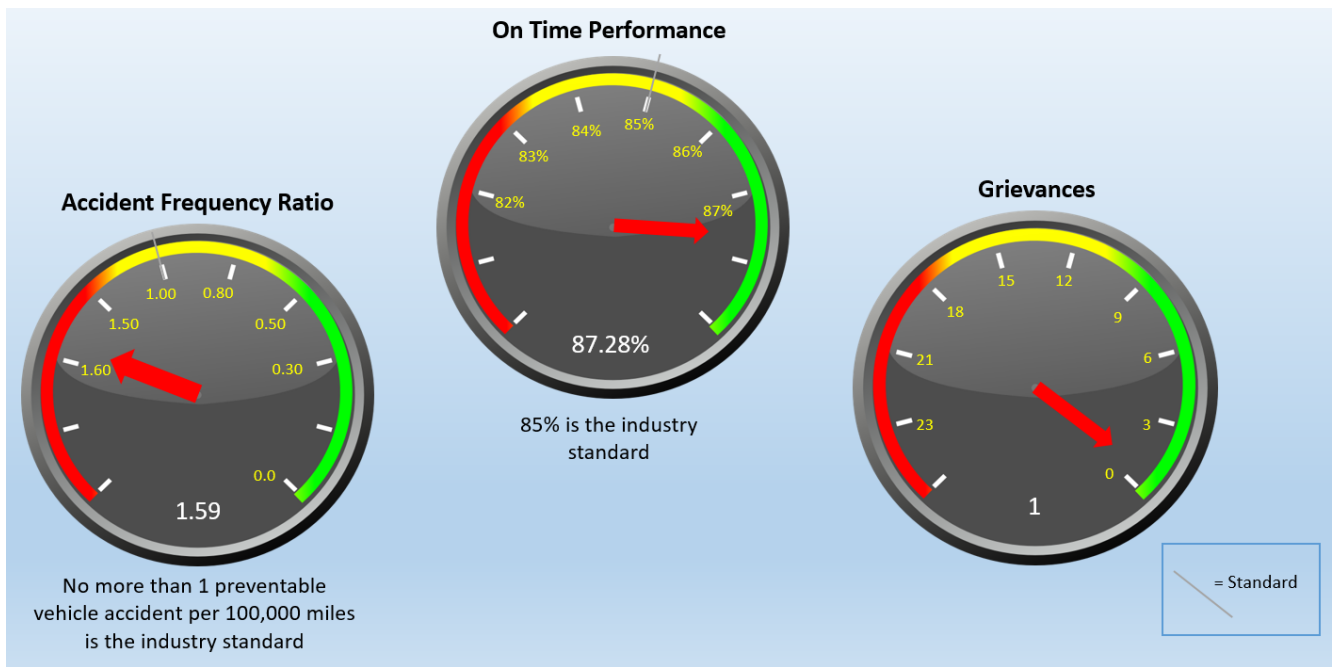
Position	Total Employed	#Needed
Coach Operator Trainees	4	10
Coach Operators	155	14
Dispatchers	6	0
Road Supervisors	4	0
Mechanic A	6	0
Mechanic B	2	3

Mechanic C	4	0
EV Technician	1	0
Electronics Tech	2	0
Body Technician	1	0
Utility Worker	11	2
Facilities Technician	2	0

**RTC RIDE Contract Compliance for July**







**RTC ACCESS Key Highlights – August**

**MTM Classes Held:** August 8, 2023 – 2 in class, 2 in training

**Safety:**

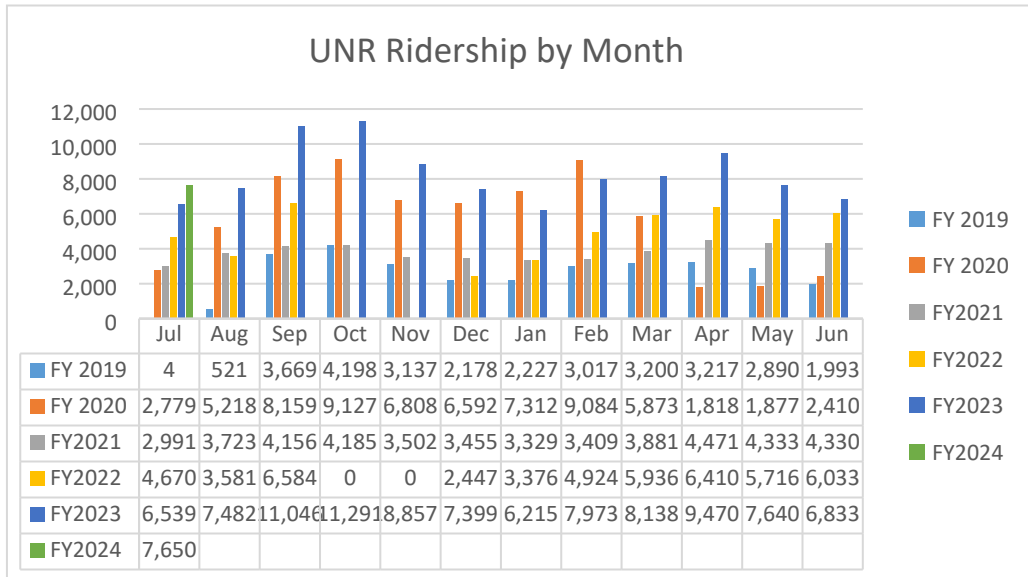
- **Accidents:**
  - 2 Preventable
  - 1 Non Preventable
- **Incidents**
  - 1 Preventable.
- **Injuries:**
  - 0
- **YTD Preventable Accident Count: 7**
- **YTD Injury Count: 7**
- **August Safety Blitz**
  - Back to Basics accident and injury avoidance
- **August Safety Meeting**
  - Right to Know/LOTO/Warning Signs

**MTM represented staffing headcount as of August 31, 2023:**

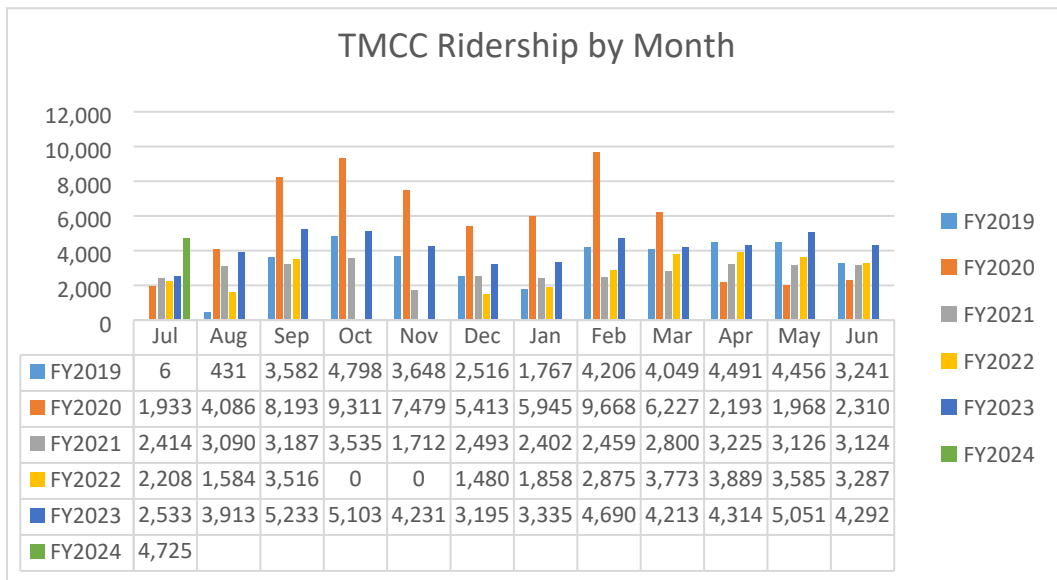
<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Drivers	51FT – 8 PT	9 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	0
Utility Worker	1	0
Facility Technician	1	0

**TRANSIT DEMAND MANAGEMENT (TDM) Update**

- Vanpools dropped to 321. Staff continues to work with the Lake Tahoe folks to start more vanpools. Both the Truckee North Tahoe TMA (Transportation Management Association) and South Shore TMA are looking into grants to obtain further subsidies to help the vanpools. Staff will meet with several employers in Lake Tahoe in early September.
- Staff attended the Association for Commuter Transportation’s 37<sup>th</sup> annual International conference in Seattle.
- Staff shot a Road Ahead segment on Transportation Demand Management for TDM week which will air September 18-22 on Kolo 8.
- Staff maned a table at the Reno Aces game on August 31<sup>st</sup>.
- Ridership numbers from the ED Pass Program through the month of July 2023:



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

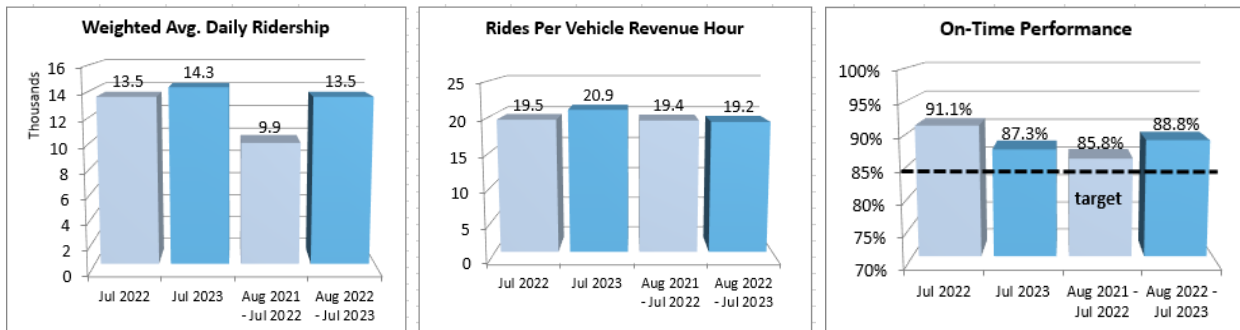


Ridership numbers in October & November of 2021 were affected by the driver strikes

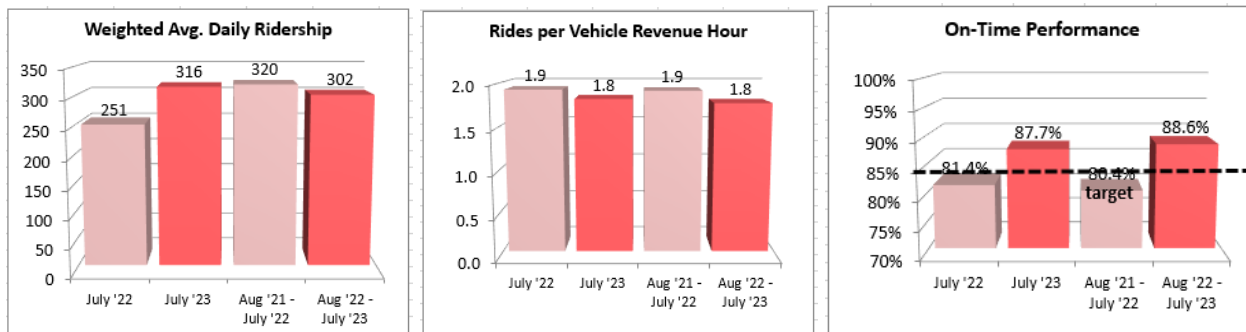
- Ridership at UNR and TMCC set record highs for the month of July when school is not in session.

### JULY 2023 TRANSIT PERFORMANCE

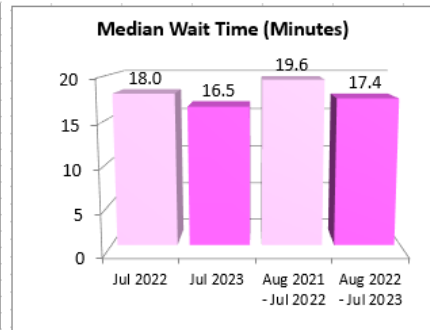
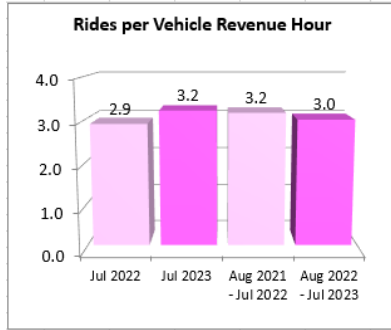
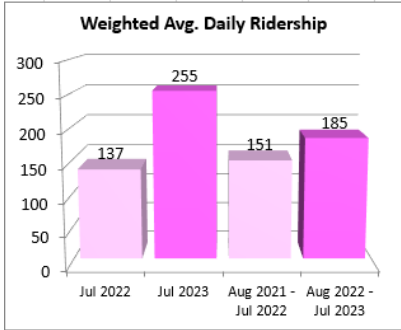
#### RTC RIDE



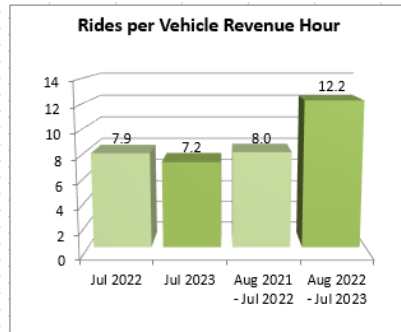
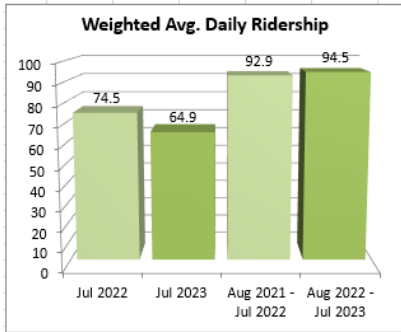
#### RTC ACCESS



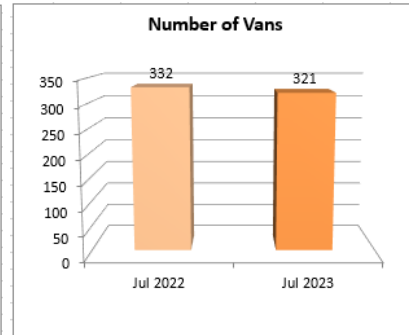
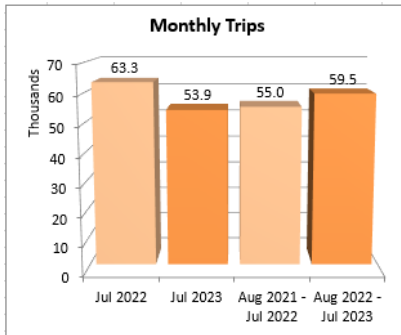
## RTC FlexRIDE



## TART



## RTC VANPOOL





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.2.6

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

**SUBJECT: Outreach Activities Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the outreach activities report for the month of August 2023.

**BACKGROUND AND DISCUSSION**

Below is the list of outreach activities performed by RTC staff for August 2023.

**Outreach Activities**

Paul Nelson, Project Manager

Status: RTC staff conducted the following outreach activities from August 1-August 31

August 1 – Truckee Meadows Bicycle Alliance

August 2 – RTC Citizens Multimodal Advisory Committee Meeting

August 3 – RTC Technical Advisory Committee

August 1-6 – Free RIDE to Hot August Nights

August 10 – Sparks Citizens Advisory Committee

August 16 – U.S. 395 Coalition

August 31 – Micheladas de Reno, Reno Aces

**Media Relations & Social Media**

Paul Nelson, Project Manager

Status: The RTC issued 10 news releases and received nine media inquiries regarding the Midtown Median, Bipartisan Infrastructure Law Impacts in Washoe County, U.S. 395 Ramp Closures, Vision Zero Back to School Safety, Oddie Wells Project, ED-Pass Program, Hydrogen Fuel Cell Buses, Free Transit to the Rib Cookoff, 4th Street Rehabilitation.

Social media was used to promote and provide information about Medicaid renewals, Sky Vista Project Detour, the Closure of Mesa Park Road, U.S. 395 Ramp Closures and Detours, Vision Zero Back to School Safety, Montello Closure and Detour, Reno/Sparks Near-Miss Survey, Oddie Wells Detour at Silverada Blvd., The Road Ahead, Greg Street Lane Closures, 4th/Woodland Roundabout Work Increase, Rib

Cookoff Free RIDE, 4th Street Rehabilitation Project Completion, Micheladas de Reno.

Social media metrics for the month of August: 14,279 impressions on Facebook, Twitter, YouTube, and Instagram.

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

Paul Nelson, Project Manager

Status: Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about Bus Stop Improvements, Back to School Safety, Pavement Preservation Program, Rib Cookoff Free Transit, and the ED-Pass Program.

### **FISCAL IMPACT**

There is no fiscal impact related to this action.

### **PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

## COMMUNITY AND MEDIA OUTREACH ACTIVITIES

<b>Outreach Activities</b>
Paul Nelson, Project Manager
<i>Status: RTC staff conducted the following outreach activities from August 1-August 31</i> <i>August 1 – Truckee Meadows Bicycle Alliance</i> <i>August 2 – RTC Citizens Multimodal Advisory Committee Meeting</i> <i>August 3 – RTC Technical Advisory Committee</i> <i>August 1-6 – Free RIDE to Hot August Nights</i> <i>August 10 – Sparks Citizens Advisory Committee</i> <i>August 16 – U.S. 395 Coalition</i> <i>August 31 – Micheladas de Reno, Reno Aces</i>
<b>Media Relations &amp; Social Media</b>
Paul Nelson, Project Manager
<i>Status: The RTC issued 10 news releases and received nine media inquiries regarding the Midtown Median, Bipartisan Infrastructure Law Impacts in Washoe County, U.S. 395 Ramp Closures, Vision Zero Back to School Safety, Oddie Wells Project, ED-Pass Program, Hydrogen Fuel Cell Buses, Free Transit to the Rib Cookoff, 4<sup>th</sup> Street Rehabilitation.</i>
<i>Social media was used to promote and provide information about Medicaid renewals, Sky Vista Project Detour, the Closure of Mesa Park Road, U.S. 395 Ramp Closures and Detours, Vision Zero Back to School Safety, Montello Closure and Detour, Reno/Sparks Near-Miss Survey, Oddie Wells Detour at Silverada Blvd., The Road Ahead, Greg Street Lane Closures, 4<sup>th</sup>/Woodland Roundabout Work Increase, Rib Cookoff Free RIDE, 4<sup>th</sup> Street Rehabilitation Project Completion, Micheladas de Reno.</i>
<i>Social media metrics for the month of August: 14,279 impressions on Facebook, Twitter, YouTube, and Instagram.</i>
<b>Informational Materials and Video Production</b>
Paul Nelson, Project Manager
<i>Status: Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about Bus Stop Improvements, Back to School Safety, Pavement Preservation Program, Rib Cookoff Free Transit, and the ED-Pass Program.</i>



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.3.1

To: Regional Transportation Commission

From: Xuan Wang PHD, PE, PTP, RSP2, Senior Technical Planner

**SUBJECT: Travel Demand Model Development Project**

**RECOMMENDED ACTION**

Approve a contract with Caliper Corporation for consulting services on the RTC Travel Demand Model Development Project, in an amount not-to-exceed \$499,890.

**BACKGROUND AND DISCUSSION**

The purpose of the RTC Travel Demand Model Development Project is to create, calibrate, and validate a state-of-the-art travel demand model for the RTC planning area and a section of Storey County, including the Tahoe-Reno Industrial Center (TRI Center) and the City of Fernley. The model will incorporate components such as non-motorized, transit, visitor, and freight, as well as special market models, in addition to passenger vehicles. Furthermore, it will feature improved highway and transit network management and efficient tools that provide summary reports and the EPA MOVES (air quality model) input data processing. The model will be used to develop RTC's 2050 Regional Transportation Plan update.

Proposals were received in response to the Request for Proposal of the RTC Travel Demand Model Development Project. The technical evaluation of the proposals was conducted by an Evaluation Committee, composed of three individuals from the RTC Washoe, TMRPA, and RTC of Southern Nevada. All members of the Evaluation Committee evaluated and scored the technical proposals independently in accordance with the Source Selection Plan. The Evaluation Committee held a consensus meeting and recommended awarding the PSA to Caliper Corporation.

**FISCAL IMPACT**

Funding for this item is included for in the FY 2024 – FY 2025 Unified Planning Work Program (UPWP).

**PREVIOUS BOARD ACTION**

4/21/2023      Approved the FY 2024 – FY 2025 UPWP



## AGREEMENT FOR GOODS AND SERVICES

### RTC Travel Demand Model Development

This agreement (“Agreement”) is dated and effective as of September 15, 2023, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Caliper Corporation (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on September 15, 2025.
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A
3. **Time for Performance.** The work shall be completed by September 21, 2025 pursuant to the schedule of deliverables attached as Exhibit A at the latest.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, \$499,890.00, the pricing and fee schedule attached as Exhibit B.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages 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.
6. **Invoices/Payment.** Contractor shall submit invoices 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.
7. **Legal/Regulatory Compliance.**
  - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
  - b. Contractor 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 Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.
8. **Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor 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.

**9. Indemnification.** Contractor's obligations are 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.

**10. Termination.**

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

**11. Rights, Remedies and Disputes**

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
  - i. The right to take over and complete the work or any part thereof, either directly or through other contractors;
  - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
  - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
  - iv. In no event shall the Contractor be liable for special, consequential, punitive, or incidental damages of any nature nor any other damages in excess of the moneys paid to Contractor for the work performed.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**12. Ownership of Work.** 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 Contractor 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 Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors 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 Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

All proprietary software and data will be provided pursuant to the relevant licenses and be subject to the restrictions therein. No rights, apart from those in the Caliper Software License Agreement, are granted in Caliper's proprietary software and data or licensed third party intellectual property even if modified or first produced under the contract, and notwithstanding any contract or FAR provisions, all software and data will be provided with restricted rights.

**13. Records.** Contractor will permit RTC access to any books, documents, papers and records of Contractor pertaining to this Agreement, and shall maintain such records for a period of not less than three years.

**14. Exhibits.** The exhibits to this Agreement, and any additional terms and conditions specified therein, are a material part hereof and are incorporated by reference as though fully set forth herein.

**15. Exclusive Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any prior verbal or written statements or agreements between the parties.

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

**17. No Assignment.** Contractor shall not assign, sublease, or transfer this Agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, subleasee, or transferee shall acquire no right or interest by reason thereof.

**18. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

**19. Venue.** Any lawsuit brought to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Nevada, County of Washoe appropriate court in the State of Nevada.

**20. 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.

**21. Certification Required by Nevada Senate Bill 27 (2017).** Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor 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, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

**22. Federal Clauses.** This Agreement is funded, in whole or in part, with federal funds. As a condition for receiving payment under this Agreement, Contractor agrees to comply with any and all applicable federal clauses attached as Exhibits D, E, and F, and those clauses are incorporated herein by reference.

REGIONAL TRANSPORTATION  
COMMISSION OF WASHOE COUNTY

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

Caliper Corporation

BY: Vincent L. Bernardin, Jr.  
Dr. Vince Bernardin, Vice President

# Exhibit A

## RTC Travel Demand Model Development Scope of Work

### BACKGROUND

The Regional Transportation Committee of Washoe County Nevada (RTC) is seeking proposals from qualified contractors to create, calibrate, and validate a state-of-the-art travel demand model for the RTC planning area and a section of Storey County, including the Tahoe-Reno Industrial Center (TRI Center) and the City of Fernley. The model will be used to develop RTC's 2050 Regional Transportation Plan update. The model must incorporate components such as non-motorized, transit, visitor, and freight, as well as special market models for universities and airports. Furthermore, it should feature better highway and transit network management and efficient tools that provide summary reports and the EPA MOVES input data processing.

The proposed work tasks outlined below are aimed at achieving the goal of creating a next-generation model. The contractor may suggest alternative approaches that deviate from these tasks if they can demonstrate that their proposed methodology is more efficient or innovative and can produce results of equal or superior quality.

Proposers may contact the project manager for detailed information on the existing RTC travel demand model.

### Task 1: Project Management and Coordination

A. Conduct day-to-day administrative tasks, monitor schedules, and prepare monthly progress reports, invoices, and billing.

B. Arrange meetings with the RTC staff as necessary to review study progress, tasks, and milestones.

C. Organize and manage project status meetings and workshops with stakeholders, including distributing materials, providing notices, and recording minutes.

D. Project stakeholders shall include, but are not limited to, the following agencies:

- a. RTC Departments
- b. Nevada Department of Transportation (NDOT)
- c. Truckee Meadows Regional Planning Agency (TMRPA)
- d. Storey County
- e. City of Fernley
- f. Carson Area Metropolitan Planning Organization and Tahoe Regional Planning Agency

E. Submit all preliminary reports, maps, and other work products to the RTC project manager for review and revision before circulation to other entities.

F. Coordinate with other projects in the Study Area, including the regional travel characteristics study.

Proposals must include a draft schedule that outlines key dates and deliverables. The RTC prefers a model development schedule that completes project tasks within a 12-month timeframe but is open to a schedule that reflects the contractor's best assessment of when the tasks can be completed. The completed model will be used to develop RTC's 2050 Regional Transportation Plan update which is expected to be completed for approval in April 2025.

## Task 2: Survey Design, Target Creation, and Model Base Year

The contractor shall collaborate with survey contractors to recommend data to be collected, and design and develop calibration targets. The RTC will initiate three survey data collection projects including a household travel survey, a visitor survey, and a transit onboard survey. All three surveys will be conducted in conjunction with the model development process. The consultant is expected to propose an approach to determine the base year utilizing the surveys and available data, with the aim of ensuring the model accurately represents post-pandemic travel behavior. The consultant will process the data to develop model targets.

## Task 3: Networks and Other Input Data Development

The consultant shall review the existing RTC model, and make recommendations on overall file and data structure and management for highway networks, centroid connector locations, traffic count data, transit networks, ridership data, traffic analysis zones (TAZs), and socioeconomic (SE) data. In particular, RTC is looking for recommendations on base and scenario year highway and transit network data structure management. The base year calibration for the new model is 2022 tentatively. Highway networks, traffic counts, transit networks, transit ridership data, TAZs, and SE data for 2022 will be developed. The consultant will recommend and identify potential data sources for developing these data. RTC staff will provide the data. The consultant will review, process, and manipulate the data so that the data can be used for model development. The consultant shall review and validate the final input data through a defined process.

## Task 4: Model Development

RTC's existing TransCAD model includes a hybrid activity-based/4-step residential model, a 4-step non-resident visitor model, a national and local truck model, and an external/internal vehicle model. The consultant shall review the existing model and provide best practice recommendations on the model structure. It is expected that the consultant will develop a model to include but not be limited to the following components.

### **Population Synthesis**

The consultant shall develop a population synthesizer to be integrated into the model. The consultant shall work with the RTC staff to develop the control totals required.

### **Trip Production Model**

The consultant shall provide RTC with recommendations on a best practice trip production model, in addition to the reason why it is a best practice for the RTC region.

### **Destination and Mode Choice Model**

RTC is seeking recommendations for the best specification of the Destination and Mode Choice Model. The model should support best practice mode choice modeling and include non-motorized travel within the RTC region.

### **Transit Model**

The consultant shall recommend the best method to model RTC Washoe's fixed route transit service as well as the on-demand transit service, FlexRide. FlexRide provides curbside-to-curbside service within designated zones. People can request the service through a mobile phone app. The consultant is expected to review available data and model this specific transit mode. Ridership and FlexRide zone data will be provided.

### **Visitor Model**

The consultant shall recommend data to be collected from RTC's Visitor Survey and propose a visitor model that will utilize the collected data. The visitor model should capture travel behavior in the region, including visitor's trip production, destination choice, and mode choice.

### **Special Market Models:**

The consultant shall recommend how to best model special markets, such as the university and the airport. The model should also include the Tahoe-Reno Industrial Center (TRI Center) as a special market. TRI Center is a large employment center located east of Washoe County with over 15,000 jobs and is expected to grow. It is the home of the Tesla Gigafactory and many of the foremost tech companies, such as Blockchains, Google, Jet.com, and Switch. TRI Center workers reside in Washoe and other counties. The consultant should discuss how to assist the travel survey project to design the survey to collect the data needed for developing the TRI Center special market. Additionally, the consultant should recommend how to best incorporate the City of Fernley area.

### **Freight Model and Commercial Vehicle:**

The consultant shall propose a best practice approach to modeling commodity movement, commercial vehicle, and truck trips, including required data, model structure, benefits and limitations, and recommendations for integrating these trips with other trips prior to assignment.

### **External Trip Model:**

The development of future forecasts of external trips will be based on NDOT's data. The consultant shall provide recommendations on the best approach for developing an external trip model, considering recent examples of using big data to develop external trip models.

### **Time of Day Modeling:**

The consultant shall recommend their approach to time-of-day modeling, specifically addressing the treatment of residential trips (informed by the household travel survey) and external and commercial vehicle trips.

### **Multimodal Trip Assignment:**

The consultant shall recommend a best practice approach to the multimodal assignment, including assignment methodology for both highway and transit networks. The consultant shall specify the tests that will validate the highway and transit assignment, in addition to overall quality checks of the model and model inputs.

#### **Validation and Sensitivity Tests:**

The consultant shall define highway and transit assignment validation targets and goals, and the process for determining when the model is ready for implementation. The consultant will be provided with 2022 inputs, including highway networks, transit networks, SE data, traffic counts, and transit ridership data. The consultant will develop measures and plans for validation and perform validation of the base year. Sensitivity testing is an important component of model development, and the consultant should propose sensitivity tests and measures that will improve the confidence in the model outputs with respect to travel behavior, highway demand, and transit ridership for different scenarios. Modifications and adjustments will be made as necessary to achieve acceptable validation test and sensitivity test results.

#### **Scripting, File Management, and Graphical User Interface:**

This task covers all scripting, file management, and the development of a graphical user interface (GUI) for creating and managing scenarios, editing input data, reporting outputs, and running the new model. The consultant shall provide their recommendations for the best practice GUI, including layout, steps, reporting, and functionality. The GUI should be user-friendly and intuitive, and minimize the number of manual steps required to run the model.

RTC expects the model to be fully scripted in GISDK. If the consultant recommends using another programming language, they must make sure that the model is compatible with different Windows operating systems and TransCAD versions. The consultant shall discuss how to address compatibility issues in the proposal. Additionally, the consultant shall document their recommendation for file management and version control.

### **Task 5: Post-processing Tools**

The consultant will develop user-friendly post-processing tools that take full advantage of TransCAD functionality. These tools will allow for easy access to model outputs and high-level summaries for end-users. In addition, the consultant will develop tools to produce EPA Mobile Source Emissions Models (MOVES) inputs and streamline the MOVES model run to provide summarized results. The MOVES component will convert the model outputs into the MOVES inputs format and summarize the MOVES model outputs automatically to produce both county inventory and Transportation Conformity emission estimates. The tools will aim to minimize manual steps to ensure accuracy and efficiency.

### **Task 6: 2050 Scenario and Sensitivity Test**

Once the model is calibrated for the base year, the consultant will be provided with the 2050 scenario model inputs. The consultant will develop measures of effectiveness (MOEs), perform sensitivity tests, and conduct an emission analysis to ensure that the model is reacting to the travel cost and certain policy changes reasonably. The consultant will adjust the model if needed.



## Task 7: Documentation

The consultant will outline their approach to documenting the model development process, including estimation, calibration, validation, and sensitivity testing. The consultant will develop a model user's guide and recommend elements and key components that an effective user's guide should include.

## Task 8: Training

The consultant will provide RTC team members and stakeholders with a minimum of 16 hours of training in four (4) hour blocks. The training will include an overview of concepts and hands-on applications. The consultant will provide details on how they will conduct the training.

### Deliverables:

- a) Project Management Plan.
- b) Progress reports and meeting notes.
- c) Highway and transit project management system, including all scripts.
- d) Final cleaned electronic database of processed surveys and calibration targets.
- e) Model code and parameters for all sub-models calibrated to observed conditions.
- f) Technical memorandum documenting the completion of each task, including data, procedures, functionality, and results.
- g) Final model procedures, scripts, and datasets for the calibrated and validated model.
- h) Model Development Report and Model User's Guide.
- i) Model training and associated training materials.

## Task 1. Project Management and Coordination

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Good project management, coordination and communication between the consultant and the agency are keys to successful projects, delivered on time and on budget. Caliper prides itself on its project management and client communication skills and understands that these are a critical dimension of the services we provide. Following contract initiation Caliper will prepare a Project Management Plan that will identify key points of contact for Caliper and project stakeholders as well as an updated schedule of regular project meetings. We anticipate monthly project coordination and progress meetings. For each meeting an agenda will be prepared and distributed prior to the meeting. Slides will also be developed and presented in the meetings and provided along with minutes after the meeting. We will submit all preliminary documentation and deliverables to the RTC project manager for review before distribution to other agencies. Our proposed schedule is presented and discussed in Section 3.

## Task 2. Survey Design, Target Creation, and Model Base Year

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Under this task Caliper will coordinate with RTC and its selected survey consultants to help design the 2023 household, visitor, and transit onboard surveys. Project manager, Vince Bernardin, PhD, has contributed to the design and management of several household and transit onboard surveys and will play a key role in this task. The household survey design should also take into account and collect information related to important contemporary issues such as work from home, e-commerce and home deliveries. Given the more advanced design of the new model, it will also be important to ensure that the transit onboard survey collects information about the larger tour of which the trip is a part. If the transit onboard survey is collected before or in tandem with the household survey, it can also provide a valuable opportunity to recruit transit users, who are often underrepresented, into the household survey. Caliper can help ensure that in all these cases and more, the survey is designed to maximize its value for model development and to RTC in general. We are assuming that the model design will be completed by November of 2023, and then the second part of this task, the processing of the survey data to create model calibration targets will commence following the delivery the new survey data, ideally by no later than April 2024, although if this is not possible, we will do our best to accommodate the survey schedule.

## Task 3. Networks and Other Input Data Development

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Caliper will review RTC's file and data structure and management for highway networks, centroid connector locations, traffic count data, transit networks, ridership data, traffic analysis zones (TAZs), and socioeconomic (SE) data. Caliper will provide recommendations for data sources for development of model inputs and review and validate the final input data. Caliper will also implement a master network framework for both highway and transit network management and train RTC staff in its use. Caliper has implemented this master network framework for other MPOs for whom it has greatly improved network management.

## Task 4. Model Development

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Model development will begin with implementation of the code for the new model, then proceed with the truck and external models which do not require survey data, and ultimately the passenger models will be estimated, calibrated, and validated with the new survey data. Below we present our approach to the various model components.

### Population Synthesis

Caliper would use TransCAD's native population synthesizer. The module is an innovative and high performing implementation of a fast iterative proportional updating (IPU) algorithm. It is orders of magnitude faster than open source alternatives. It allows controls for both households and persons at multiple levels of geography and also supports subarea re-synthesis holding the rest of the region fixed for traffic impact analyses. It has been successfully used by several other agencies as the foundation of both hybrid and full activity-based models.

### Trip Production Model

As part of the recent development of a new, best practice hybrid travel demand model for the Raleigh-Durham region, Caliper tested all of the traditional trip generation model forms: cross-classified trip rates, generalized linear regression models, and logit models, as well as newer machine learning (ML) methods. In every case, the ML methods offered improved goodness-of-fit over traditional models. Based on this experience, Caliper will develop disaggregate, person level, rationalized decision trees for RTC's new trip production models as a key element of best practice in the new model.

### Destination and Mode Choice

While nested logit models are commonly used in mode choice, Caliper has found in recent experience that nested destination choice offers significant improvement over the traditional non-nested formulation. In nested destination choice the traveler first chooses the general area or district of their destination and then the specific zone within that district. This allows the model to capture elements of the spatial structure of the region and represents a major improvement over traditional models. The new model will also have nested logit models for mode choice and will include a robust treatment of both non-motorized modes as well as FlexRide. Non-home-based trips generally account for roughly a third of all trips and will receive special attention in the new model. Non-home-based trips will be generated separately by mode after and conditional on the destination and mode choice of home-based trips. This aggregate approach, developed by Dr. Bernardin, also ensures that non-home-based trips are properly linked to home-based trips in both location and mode unlike in a traditional four-step model or simpler hybrids.

## Transit Model

Caliper will model both RTC's fixed route and on-demand FlexRide services as modes in the model, utilizing the data provided by RTC and calibrated to ridership count data.

## Visitor Model

Caliper will develop an advanced hybrid visitor model for the region using RTC's new visitor survey. Caliper will synthesize a visitor population based on hotel room data and the survey and model trips consistent with tours by connecting non-lodging-based trips to lodging-based trips.

## Special Market Models

University student status will be included in the population synthesis, and Caliper will ensure that the UNR dorm population is included in the synthetic population. There will be a distinct trip purpose for university travel. Caliper will also include a special generator for the airport. The TRI Center is not dissimilar to the Research Triangle Park, the largest research park in the U.S., which we successfully modeled as part of a hybrid model for the Raleigh-Durham area. From that experience we do not believe that a special market model is needed, because the special attractiveness of the area can be captured and handled by the nested destination choice models by assigning it its own special district. Fernley could also be a special district.

## Freight and Commercial Vehicle Model

The generation of local, short-haul (internal) tours will be linked to the destinations of long-haul (external trip) destinations within the region. Growth of external/long-haul trips will be based on FHWA's Freight Analysis Framework (FAF) which Caliper helped develop. Depot-based and non-depot-based trips will be modeled in sequence similarly to home-based and non-home-based trips in the resident models.

## External Trip Model

Caliper strongly recommends that the new external trip models be primarily developed directly from big data rather than from another model. However, Caliper does recommend that growth from the Nevada Statewide Model be used to grow external passenger car trips to the future year.

## Time-of-Day Modeling

Time-of-day choice models will be used prior to destination choice for home-based trips, and non-home-based trip time-of-day will be linked to home-based trip time-of-day. In this scheme, there are separate destination choice models for each model period, each using its own skims. This works far better than more simplistic approaches which use a single or peak/off-peak skims, especially for transit. For the auxiliary models including the external and truck/commercial vehicle models, fixed distributions will be used.

## Multimodal Trip Assignment

Caliper has been the industry leader in developing and promoting best practices in both highway and transit assignments. Our TransCAD software implements the best algorithms for both highway and transit assignment, and Caliper has performed extensive research for the Federal Transit Administration on adequate closure for both assignment and feedback (see the [report online](#)). Caliper will test various assignment algorithms and select the most performant for the Reno region.

## Validation and Sensitivity Tests

Both comparisons of assignments to counts and sensitivity tests are critical to ensuring that the model is, in fact, well validated, functioning properly and producing reasonable forecasts. Caliper proposes to use Florida's criteria, particularly Tables 2.10 and 2.11 from the FSUTMS Model Calibration and Validation Standards, Final Report, the same standards we are using for the RTC of Southern Nevada.

## Scripting, File Management, and Graphical User Interface

Caliper proposes that all components of the model be written in modern GISDK, using the language's new object classes. Caliper proposes to develop the model in a GitHub repository and if desired, can provide RTC staff training on GitHub. GitHub provides an easy way of documenting and sharing the official model. We propose to use TransCAD's modern flowchart interface for the model's GUI. The flowchart approach employs boxes connected in a logical sequence that mirrors the flow of the model's processes. Users can clearly visualize its component steps and interact with the same to view, modify and edit its constituent inputs and parameters.

## Task 5. Post-Processing Tools

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Another great feature of the flowchart is the organization of post processing tools and utilities. These tools are automatically added to a custom drop-down menu item when you open the flowchart and are well-suited for applications that aren't likely to be needed or applicable for every model run (e.g., a base year count validation map). There are also many post processing or summary tools that are relevant for every model run, and these will run automatically at the end of every scenario. For example, volume-to-capacity and speed reduction maps provide useful information about congestion that is easy to digest. Common reports including vehicle miles traveled (VMT), vehicles hours of travel (VHT), and delay by functional class and other summary variables will be automated to save time and prevent human error. Special effort will be directed to the development of the MOVES post-processor. It should be possible to process model outputs to create formatted MOVES inputs to create both a Washoe County inventory as well as emissions rates with few if any manual steps. Caliper will coordinate with RTC to ensure that the tool produces and uses inputs consistent with the approved SIP. Caliper will also develop an accessibility post-processor that uses the model networks to estimate a variety of accessibilities such as to schools, grocery stores, and shopping

for auto, transit, and walk modes. The post-processor will produce both maps and reports to support the use of accessibility as a performance metric in planning analysis.

## Task 6. 2050 Scenario and Sensitivity Test

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The final test of any model is its actual use for forecasting. Caliper will use the 2050 scenario model inputs provided by RTC to test a number of future scenarios and perform associated emissions analyses. Caliper will coordinate with RTC to ensure that the model produces its desired measures of effectiveness for planning. Caliper will adjust the model if needed.

## Task 7. Documentation

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Caliper will make use of GitHub's ability to host the model documentation online. This way the model documentation will be hosted with the model and access can be easily granted to both. The documentation will be a wiki in Rmarkdown which can be easily edited to maintain the documentation and keep it current with minor (or major) model revisions. The documentation can also be provided in pdf format as well if desired. The documentation of the sensitivity tests will include instructions for replicating them so that the sensitivity tests will double as tutorials of how the model can be used to test a wide range of scenarios.

## Task 8. Training

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Training is an important component of any model delivery, and we will deliver training that exceeds expectations including at least 16 hours of training in four-hour, half-day blocks. Caliper has extensive experience developing and offering training classes throughout the country and abroad, and has trained thousands of professionals in travel demand modeling. Caliper's training for RTC will include an overview of the model design and its components including the basics of how logit models work. The training will also include a hands-on walk-through of how to create, manage, and run scenarios and use and interpret model outputs including the maps and reports produced by post-processors. It will also include at least one 'homework' assignment to replicate at least one of the model sensitivity tests.

Caliper can provide training either in person or online or both as best fits RTC staff desires and needs, although it is often advantageous to conduct training in person as it makes it easier for the trainer(s) to help trainees if they have trouble following or replicating examples in the hands-on sections. Assuming RTC staff agree to it, the training sessions can be recorded so that they can be provided as an additional resource for future staff or others learning the model.

## EXHIBIT B

### Cost Schedule

The cost Schedule below reflects work hours performed and will be invoiced on a monthly basis not to exceed a total of: \$499,890.00

Task	Caliper					Wood Rogers		Total Hours	Caliper Labor	Wood Rodgers Labor	Total Labor	Expenses	Total Cost
	Vice President	Senior Transpt. Modeler	Director	Principal Transpt. Engineer	Senior Transpt. Scientist	Project Engineer	Principal Engineer						
1 Project Management and Coordination	60	40				36	8	144	\$26,400	\$10,360	\$36,760		\$36,760
2 Survey Design, Target Creation and Model Base Year	40	60						100	\$25,100	\$0	\$25,100		\$25,100
3 Networks and Other Input Data Development	32	40	24		80	16		192	\$45,120	\$3,680	\$48,800	\$50,000	\$98,800
4 Model Development	264	314	24	140	0	200	0	942	\$189,050	\$46,000	\$235,050		\$235,050
5 Post-Processing Tools	20	40	80					140	\$37,600	\$0	\$37,600		\$37,600
6 2050 Scenario and Sensitivity Test	32	60				40	8	140	\$22,780	\$11,280	\$34,060		\$34,060
7 Documentation	32	48	16	20		8	4	128	\$29,640	\$2,880	\$32,520		\$32,520
<b>Total</b>	<b>480</b>	<b>602</b>	<b>144</b>	<b>160</b>	<b>80</b>	<b>300</b>	<b>20</b>	<b>1786</b>	<b>\$375,690</b>	<b>\$74,200</b>	<b>\$449,890</b>	<b>\$50,000</b>	<b>\$499,890</b>



**Exhibit C**

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. Upon request, the 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, Washoe

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

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

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

## **8. ACCEPTABILITY OF INSURERS**

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

## **9. OTHER CONDITIONS**

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

such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned

vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

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

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

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

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

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

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

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

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

CONSULTANT shall maintain professional liability insurance applying to liability for a professional error, 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.

## Exhibit D

### Federally Required Clauses

#### 1. PROMPT PAYMENT PROVISION

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

#### 2. NONDISCRIMINATION

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

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

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

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

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

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

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

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

### **3. AFFIRMATIVE ACTION IN EMPLOYMENT**

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

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

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

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

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

E. CONSULTANT shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

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

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

#### 5. **INTEREST OF PUBLIC OFFICIALS**

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

#### 6. **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

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

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

- (1) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are



treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

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

## 7. **INELIGIBLE CONSULTANTS**

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

## 8. **NOTICE OF FEDERAL REQUIREMENTS**

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

## 9. **THIRD-PARTY RIGHTS**

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

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

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit

all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

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

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

#### **11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

#### **12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

### **13. COMPLIANCE WITH FEDERAL LOBBYING POLICY**

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

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

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

### **14. REPORTING REQUIREMENTS**

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

## Exhibit E

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

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

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

## Exhibit F

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

### Pertinent Non-Discrimination Authorities:

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

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

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



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.3.2

To: Regional Transportation Commission

From: Xuan Wang PHD, PE, PTP, RSP2, Senior Technical Planner

**SUBJECT: RTC Regional Travel Characteristics Study**

### **RECOMMENDED ACTION**

Approve a contract with ETC Institute for consulting services on the Regional Travel Characteristics Study, in an amount not-to-exceed \$699,130.15.

### **BACKGROUND AND DISCUSSION**

The region has undergone significant changes in population and employment, and strong growth is expected to continue. Moreover, the pandemic has altered travel patterns, with more workers opting to work from home. As a result, updated travel behavior data is required to more accurately reflect current conditions.

The aim of the Regional Travel Characteristics Study is to obtain statistically significant and high-quality travel characteristics data for a typical weekday in the model area. This data will be used to update, calibrate, and validate the RTC's Travel Demand Model for the model base year.

The study will conduct a series of travel surveys in the Reno-Sparks area of Washoe County and a section of Storey County that includes the Tahoe-Reno Industrial Center (TRI Center) and the City of Fernley. It will comprise three distinct surveys focused on:

- The travel characteristics of households
- Travel characteristics related to transit ridership
- Visitor travel patterns

### **FISCAL IMPACT**

Funding for this item has been budgeted for in the FY2024–FY2025 Unified Planning Work Program (UPWP).

### **PREVIOUS BOARD ACTION**

4/21/2023      Approved the FY 2024 – FY 2025 UPWP



## AGREEMENT FOR GOODS AND SERVICES

### Regional Travel Characteristic Study

This agreement (“Agreement”) is dated and effective as of September 15, 2023, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and ECT Institute (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on October 20, 2025.
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A
3. **Time for Performance.** The work shall be completed October 20, 2024 pursuant to the schedule of deliverables attached as Exhibit B at the latest.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed \$699,130.15, the pricing and fee schedule attached as Exhibit B
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages 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.
6. **Invoices/Payment.** Contractor shall submit invoices 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.
7. **Legal/Regulatory Compliance.**
  - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
  - b. Contractor 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 Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.
8. **Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor 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.

**9. Indemnification.** Contractor's obligations are 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.

**10. Termination.**

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

**11. Rights, Remedies and Disputes**

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
  - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
  - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
  - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
  - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**12. Ownership of Work.** 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 Contractor 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 Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors 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 Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

**13. Records.** Contractor will permit RTC access to any books, documents, papers and records of Contractor pertaining to this Agreement, and shall maintain such records for a period of not less than three years.

**14. Exhibits.** The exhibits to this Agreement, and any additional terms and conditions specified therein, are a material part hereof and are incorporated by reference as though fully set forth herein.

**15. Exclusive Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any prior verbal or written statements or agreements between the parties.

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

**17. No Assignment.** Contractor shall not assign, sublease, or transfer this Agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, subleasee, or transferee shall acquire no right or interest by reason thereof.

**18. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

**19. Venue.** Any lawsuit brought to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Nevada, County of Washoe appropriate court in the State of Nevada.

**20. 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.

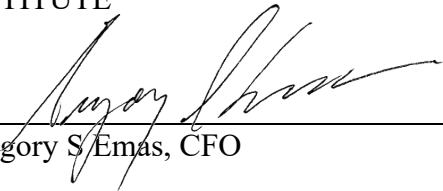
**21. Certification Required by Nevada Senate Bill 27 (2017).** Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

**22. [Federal Clauses.** This Agreement is funded, in whole or in part, with federal funds. As a condition for receiving payment under this Agreement, Contractor agrees to comply with any and all applicable federal clauses attached as Exhibits D, E, and F, and those clauses are incorporated herein by reference.

REGIONAL TRANSPORTATION  
COMMISSION OF WASHOE COUNTY

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

ETC INSTITUTE

BY:  \_\_\_\_\_  
Gregory S. Emas, CFO

## Exhibit A

# Regional Travel Characteristics Study Scope of Work

## Background

The Regional Transportation Commission (RTC), which is the designated metropolitan planning organization (MPO) for Washoe County, Nevada, is requesting proposals from qualified individuals and firms to conduct a series of travel surveys in the Reno-Sparks area of Washoe County and a section of Storey County that includes the Tahoe-Reno Industrial Center (TRI Center) and the City of Fernley. The study will comprise three distinct surveys focused on:

- The travel characteristics of households
- Travel characteristics related to transit ridership
- Visitor travel patterns

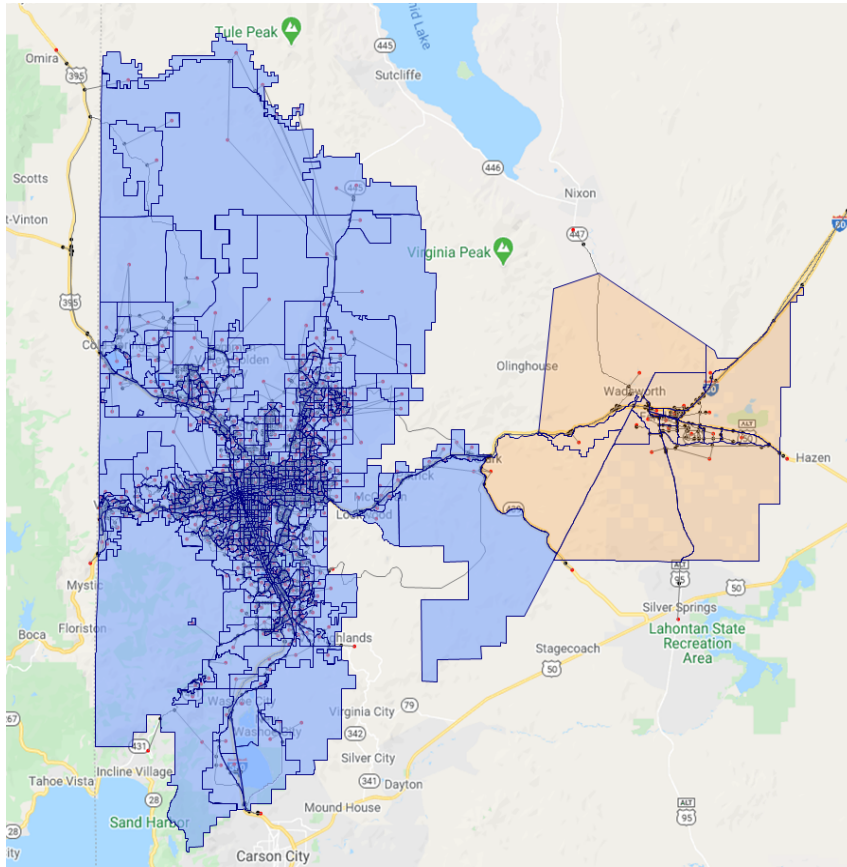
The RTC seeks proposals from qualified consultants with relevant experience to conduct these surveys, with particular emphasis on the travel characteristics of households and visitors and transit ridership. Funding for the project will come from FHWA Planning Funds and local funds. Proposals must adhere to all relevant federal, state, and local requirements stipulated by these funding sources.

In 2015-2016, travel surveys were conducted in the Reno-Sparks area to gather information on regional travel characteristics and patterns. This data was the primary resource for the RTC's traffic demand model. However, since then, the region has undergone significant changes in population and employment, and strong growth is expected to continue. Moreover, the pandemic has altered travel patterns, with more workers opting to work from home. As a result, updated travel behavior data is required to more accurately reflect current conditions. Figure 1 illustrates the Reno/Sparks Travel Demand Model area with the Fernley area in orange.

The aim of this solicitation is to obtain statistically significant and high-quality travel characteristics data for a typical weekday in the model area. This data will be used to update, calibrate, and validate the RTC's Travel Demand Model for the 2022 base year. The RTC will conduct a model development project concurrently with the travel surveys. The consultant is expected to collaborate with the model developer to design the survey and collect essential data. The project will necessitate close cooperation with the RTC and the selected model consultant.

Effective public outreach and education are vital components of any large-scale survey project. Therefore, proposals for this project should outline strategies for engaging the public in the

survey process. Proposers are encouraged to suggest cost-effective and innovative approaches to gathering data and improving response rate.



*Figure 1 Reno/Sparks Travel Demand Model area*

Each proposal must provide a comprehensive plan for ensuring the quality and accuracy of the data collected and processed during the survey. Quality control procedures must be described in detail in the final contract, and the selected consultant will be responsible for providing accurate and usable data to establish travel parameters.

A list of tasks the proposals shall include but not limited to are:

### **Work Plan**

The proposer is required to provide a comprehensive management plan that outlines the organizational structure of their team and the steps and processes they will undertake to complete the surveys in accordance with the RFP. This includes a management structure that addresses each task in the scope of work, a project schedule, and budget for each task and deliverables, progress reports, and details on data maintenance and file management.

Proposers must confirm their ability to complete all data collection and reports within 12 calendar months of the contract award date, considering school breaks, major holidays, and events. They should also describe their plan for coordinating with stakeholders and other consultants to ensure timely and efficient completion of the work.

The proposer should take advantage of the traffic, transit, and socioeconomic data available on the RTC website, the Nevada Department of Transportation website, and the Census data site. They may also contact the project manager for more detailed information about the Travel Demand Model.

It is the sole responsibility of the consultant to ensure that their efforts, as well as those of any subcontractors, comply with all applicable federal, state, local, and RTC rules, regulations, and laws related to this project.

### Household Travel Survey

The goal of this task is to gather statistically significant information about household travel patterns and socioeconomic status. The RTC anticipates gathering conventional diary data from at least 1% of all households and surveying a subset of at least 10% of sampled households using GPS methods to account for unreported trips. The survey will collect various data items, including but not limited to:

#### Household data:

- Home address
- Household size
- Housing dwelling type (apartment, condo, single family housing, high rise)
- Housing tenure (own/rent)
- Matrix of household members (number of adults, children)
- Household income
- Number of vehicles
- Vehicle data(vehicle type: SUV, car, pickup truck, fuel type)
- Main user of vehicle
- Re-contact information

#### Person data:

- Age (adult, age range, children age range)
- Gender
- Race
- Employment status
- Student status(daycare, k-8, 9-12, college/graduate, technical school, non-student)
- Class of worker (office, hotel/casino, industry, retail, education, airport, self-employed, etc.)
- Occupation
- Number of paid jobs

- Hours worked last week at each job
- Flexible working hours/alternate work schedule
- Eligibility to telecommute/frequency of telecommuting
- Mobility limiting disability
- Primary work location
- Usual means of commuting to work last week
- School/college address
- Number of days attended school/college classes last week
- Number of days used bicycle last week

Activity data:

- Geo-coded origin and destination
- Starting time
- Ending time
- Activity purpose
- Means of travel
- Transit fare/type of fare/discount, if transit
- Vehicle occupancy
- Household vehicle used

The collection of reliable surveys from a significant number of households is essential, and to achieve this, the cell matrix will be stratified into two two-dimensional categories. The proposed initial stratification categories are:

1. Vehicles per household (HH) (0, 1, 2 and 3+ vehicles) and number of workers in household (0, 1, 2 and 3+ workers)
2. Household size (1, 2, 3 and 4+ persons per HH) and income levels(low, medium and high)

As part of the proposal, the proposer should review the parameters used for developing the stratification matrix and provide feedback on their appropriateness. They should also suggest any modifications that could enhance the accuracy of the data collected during the survey. The RTC has divided the study area into larger districts based on the socioeconomic and geographic characteristics of the TAZs, and each district will require a statistically significant sample size. The proposer should ensure that the stratification process is consistent across all districts. Additionally, the proposer should evaluate RTC's district arrangement and recommend any modifications that could improve the survey's execution.

TRI Center is a large employment center located east of Washoe County with over 15,000 jobs and is expected to grow. It is the home of the Tesla Gigafactory and many of the foremost tech companies, such as Blockchains, Google, Jet.com, and Switch. TRI Center workers reside in



Washoe and other counties. The consultant should coordinate with the model developer on the survey design to collect the data needed for developing the TRI Center special market.

It is envisioned that the household travel survey will involve three major tasks:

**1. Household Travel Survey Design**

- Review RTC's Travel Demand Model and existing data sources available in the region.
- Specify sample size and frequencies appropriate for the RTC's model usage, and develop a plan to ensure that samples are drawn randomly.
- Identify a list of data elements to be collected and develop survey questionnaires. The list of data elements and questions will be finalized upon discussion with the RTC and the model development consultant.
- Propose a survey strategy, including public outreach approaches, data collection methods, and techniques that will maximize response rates and accuracy. The proposer shall emphasize and address the need for special population surveys that are necessary in order to augment the household travel survey with more detailed information about certain segments of the population (e.g., non-English speaking, seniors, young professionals, etc.).
- Define a complete survey to determine if the surveyed household responded to all questions associated with key data elements so that the survey result can be used as a sample.
- Conduct pilot study and refinement. The survey design will be finalized and approved for the main Household Travel Survey.

**2. Conduct Household Travel Survey**

- Administer the sampling and data collection plan using the methods approved during the Household Travel Survey Design.
- Interview the selected households using the tested/modified methods and techniques approved during Household Travel Survey Design.
- Maintain quality control of data to validate household, person, vehicle, trip/activity data collected. The proposer shall demonstrate a plan to correct inconsistent or incomplete data either through recalls or other appropriate methods.

**3. Data Entry and Final Report**

- Validate, adjust and edit data.
- Provide complete geo-coded survey datasets and metadata in formats determined jointly by the selected proposer and the RTC.
- Summarize survey results that illustrate major data statistics.
- Prepare Final Report that documents the key components, major activities, survey procedures and applied methodologies of the project.

## On-to-off and Onboard Transit Survey

The RTC manages transit services in Washoe County, including a fixed-route system covering Reno, Sparks, and other areas with 80 buses operating on 22 routes. Annually, RTC transit

services transport around 3.56 million riders. The on-demand curbside-to-curbside transit service, FlexRIDE, is also available in certain areas.

The main objective of the survey is to gather more data for the household travel survey, ensuring that both fixed-route and FlexRIDE transit travel are adequately covered with a statistically sound sample for use in the transit sub-model of the RTC Travel Demand Model. The survey for FlexRIDE will be slightly different from the fixed-route survey. Proposers are encouraged to check the RTC transit webpage for more information. The onboard transit survey must encompass all fixed-route and FlexRIDE services offered by the RTC. The expected sample size is a minimum of 5% of total ridership for the onboard survey. The proposer must explain how the sampling strategy ensures statistically significant data for each route and address surveying passengers with limited English proficiency. The consultant is also expected to collect on-to-off information for fixed-route services to track passenger boarding and alighting locations. The on-to-off survey is for fixed-route service only and should cover 20% of passengers.

The onboard transit survey will collect various data, including but not limited to:

Person data:

- Age (adult, age range, children age range)
- Race
- Gender
- Language
- Employment status
- School status
- Occupation
- Mobility limiting disability
- Primary work location
- Number of people in household
- Number of vehicles in household
- Income level of household
- Possession of a Drivers License

Activity data:

- Geo-coded origin and destination
- Boarding wait time
- Number of transfers
- Activity purpose
- Access and egress modes
- Total trip length
- Time of day

It is envisioned that the onboard transit survey will involve three major tasks:

### **1. On-to-off and Onboard Transit Survey Design**

- Review transit operation data and the transit sub-model of RTC's Travel Demand Model.
- Specify survey routes, FlexRIDE zones, and sample size to ensure that the samples are statistically significant for the Travel Demand Model usage.
- Coordinate with RTC and the model consultant to identify a list of data elements associated with the on-to-off and onboard transit survey and develop survey questionnaires.
- Propose a survey strategy, including public outreach plans, data collection methods, and techniques that will maximize response rates and accuracy. The RTC encourages the use of tablets with GPS data collection for the on-to-off and onboard interview survey.
- Define a complete survey to determine if the surveyed passenger responded to all questions associated with key data elements so that the survey result can be used as a sample.
- Conduct pilot study and refinement. The survey design will be finalized and approved for the main survey.

### **2. Conduct the On-to-off and Onboard Transit Survey**

- Administer the sampling and data collection plan using the methods approved during the On-to-off and Onboard Transit Survey Design.
- Conduct survey using the tested/modified methods and techniques approved during On-to-off and Onboard Transit Survey Design. Field crew will be trained and placed on transit vehicles at the scheduled time to conduct the interviews, distribute the surveys, and receive survey results.
- Maintain quality control of data to validate transit data collected. Adjust survey results using weights and factors consistent with FTA guidance and standard industry practice.

### **3. Data Entry and Final Report**

- Validate, adjust, and edit data.
- Provide complete geo-coded survey datasets and metadata in formats determined jointly by the selected consultant and the RTC.
- Summarize survey results that illustrate major data statistics.
- Prepare a Final Report that documents the key components, major activities, survey procedures, and applied methodologies of the project.

## **Visitor Survey**

To reflect the nature of this region as a major tourist destination, the RTC's Travel Demand Model incorporates sub-models to simulate the daily travel within the study area of overnight visitors. The travel behavior of people visiting the area but not staying overnight is captured within the external sub-model. The visitor model considers the travel behavior of visitors to the area once they have reached a hotel. The information collected from this survey will be used to refine and calibrate the sub-models predicting visitor trip behavior. It is expected that at least

500 samples will be collected. Travel behaviors of short-term and long-term visitors may be analyzed differently. At a minimum, but not limited to, the following topics will be included:

For the entire visit to the study area:

- Travel party person data (gender, age, and possibly income of each person)
- Main purpose of the visit (convention, recreation, business, or visiting friends, etc.)
- Geo-coded home address and place of lodging
- Length of stay
- Mode of travel to the region
- Mode of travel from arrival point (airport, etc.) to hotel, if mode of travel is not by car

For each activity during a 24-hour travel day:

- Geo-coded origin and destination
- Departure and arrival times
- Mode of travel
- Activity purpose
- Activity participants (persons in the travel party who joined the activity)

It is envisioned that the visitor travel survey will involve five tasks:

**1. *Survey Design***

- Review the visitor travel component of the RTC's Travel Demand Model and other data sources regarding visitor data.
- Review available information on recreational destinations in the region, such as resorts, casinos, and hotels.
- Review the number of hotel/motel rooms in the current model.
- Determine survey locations to ensure that the collected samples cover various lodging types and locations.
- Identify data needs and sample size, and develop the survey questionnaires in coordination with the model development consultant and RTC.
- Define a complete survey to determine if the surveyed traveler responded to all questions associated with key data elements so that the survey result can be used as a sample.
- Design survey methods, and conduct pilot study and refinement. The survey design will be finalized and approved for the main survey.

**2. *Conduct the Visitor Survey***

- Coordinate with the management of the selected survey locations to execute surveys.

**3. *Data Entry and Final Report***

- Validate, adjust and edit data.
- Provide complete geo-coded survey datasets and metadata in formats determined jointly by the selected consultant and the RTC.
- Summarize survey results that illustrate major data statistics.

- Prepare Final Report that documents the key components, major activities, survey procedures and applied methodologies of the project.

## EXHIBIT B – FEE SCHEDULE

RTC will be invoiced as work is completed according to the task list provided in the fee schedule listed on the following page.

# FEE PROPOSAL SHEET

SUBMITTED BY ETC INSTITUTE

## Survey 1: Household Travel Survey Fees (minimum of 2000 households)

Scope Tasks / Deliverables (per Proponent's submitted Work Plan)		BUDGET ALLOCATION PER FIRM / TASK ( \$ )				Task Subtotals (Original Bid)
		ETC Institute (Prime)	NONE			
Task 1A	Project Management and Coordination	\$ 25,674.00				\$ 25,674.00
Task 2A	Research Design, Pretesting and Refinement	\$ 38,988.20				\$ 38,988.20
Task 3A	Household Travel Survey Data Collection includes 2000 household surveys	\$ 400,662.10				\$ 400,662.10
Task 4A	Data Weighting and Expansion	\$ 24,560.20				\$ 24,560.20
Task 5A	Final Report and Data Delivery	\$ 20,450.20				\$ 20,450.20
<b>Subtotal by Prime/Subcontractor</b>		<b>\$ 510,334.70</b>	<b>NONE</b>	<b>TOTAL HOUSEHOLD SURVEY</b>		<b>\$ 510,334.70</b>

## Survey 2: On-Board Transit Survey (minimum of 5% OD sample plus 20% On2Off)

Scope Tasks / Deliverables (per Proponent's submitted Work Plan)		BUDGET ALLOCATION PER FIRM / TASK ( \$ )				Task Subtotals (Original Bid)
		ETC Institute (Prime)	ANIK, Inc. (Staffing)			
Task 1B	Project Management and Coordination	\$ 7,650.30				\$ 7,650.30
Task 2B	Research Design, Pretesting and Refinement	\$ 16,520.20				\$ 16,520.20
Task 3B	Data Collection (includes 20% On-to-Off plus 5% OD Intercept)	\$ 42,304.00	\$ 14,320.00			\$ 56,624.00
Task 4B	Data Weighting and Expansion	\$ 12,570.40				\$ 12,570.40
Task 5B	Final Report and Data Delivery	\$ 12,460.20				\$ 12,460.20
<b>Subtotal by Prime/Subcontractor</b>		<b>\$ 91,505.10</b>	<b>\$ 14,320.00</b>	<b>TOTAL TRANSIT SURVEY</b>		<b>\$ 105,825.10</b>

## Survey 3: Vistor Survey (minimum of 500 completes)

Scope Tasks / Deliverables (per Proponent's submitted Work Plan)		BUDGET ALLOCATION PER FIRM / TASK ( \$ )				Task Subtotals (Original Bid)
		ETC Institute (Prime)	ANIK, Inc. (Staffing)			
Task 1C	Project Management and Coordination	\$ 7,450.20	\$ -			\$ 7,450.20
Task 2C	Research Design, Pretesting and Refinement	\$ 8,010.20	\$ -			\$ 8,010.20
Task 3C	Visitor Travel Survey Data Collection	\$ 34,520.00	\$ 12,740.00			\$ 47,260.00
Task 4C	Data Weighting and Expansion	\$ 6,824.35	\$ -			\$ 6,824.35
Task 5C	Final Report and Data Delivery	\$ 13,425.60	\$ -			\$ 13,425.60
<b>Subtotal by Prime/Subcontractor</b>		<b>\$ 70,230.35</b>	<b>\$ 12,740.00</b>	<b>TOTAL VISITOR SURVEY</b>		<b>\$ 82,970.35</b>
				<b>GRAND TOTAL ALL 3 SURVEYS</b>		<b>\$ 699,130.15</b>

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

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

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

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

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

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



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

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

### **3. GENERAL REQUIREMENTS**

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

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

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. Upon request, the 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, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract

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

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

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

## **8. ACCEPTABILITY OF INSURERS**

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

## **9. OTHER CONDITIONS**

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

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

CONSULTANT shall maintain professional liability insurance applying to liability for a professional error, 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.

## Exhibit D

### Federally Required Clauses

#### 1. PROMPT PAYMENT PROVISION

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

#### 2. NONDISCRIMINATION

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

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

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

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

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

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

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

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

### **3. AFFIRMATIVE ACTION IN EMPLOYMENT**

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

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

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

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

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

E. CONSULTANT shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

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

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

#### 5. **INTEREST OF PUBLIC OFFICIALS**

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

#### 6. **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

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

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

- (1) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are

treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

## 7. **INELIGIBLE CONSULTANTS**

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

## 8. **NOTICE OF FEDERAL REQUIREMENTS**

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

## 9. **THIRD-PARTY RIGHTS**

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

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

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit



all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

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

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

#### **11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

#### **12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

### **13. COMPLIANCE WITH FEDERAL LOBBYING POLICY**

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

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

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

### **14. REPORTING REQUIREMENTS**

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

## Exhibit E

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

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

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

## Exhibit F

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

### Pertinent Non-Discrimination Authorities:

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

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

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.4.1

To: Regional Transportation Commission

From: Jessica Dover, Project Manager

**SUBJECT: Pyramid Highway Operations Improvements PSA with Atkins North America, Inc.**

**RECOMMENDED ACTION**

Approve a contract with Atkins North America, Inc., for design and engineering during construction services related to the Pyramid Highway Operations Improvements Project, in an amount not-to-exceed \$686,480.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Atkins North America, Inc. (Atkins) is for professional design services for the Pyramid Highway Operations Improvements Project (Project) in the amount of \$584,910 and optional engineering services in the amount of \$51,570. Project contingency in the amount of \$50,000 is also included in the agreement.

This preliminary engineering scope, fee, and schedule includes the analysis of two (2) design alternatives. A preferred alternative will be identified to advance through the final design phase. After completion of the alternatives analysis, the project scope, schedule, and budget will need to be reviewed to determine if an amendment is needed to advance the project from preliminary design to construction.

The project limits include Pyramid Highway (SR 445) from and including the intersections of Egyptian Drive and Ingenuity Avenue; approximately 1.8 miles. Anticipated Improvements include: widening southbound to provide two lanes, multi-use path connectivity, traffic signal adjustments, utility adjustments, grading, and drainage improvements. The signal at the intersection of Calle De La Plata will be adjusted to accommodate the roadway widening. Additionally, a signal warrant analysis will be performed for the Ingenuity Avenue intersection to determine if a new signal should be added. The environmental support required for this phase of the project will focus on reviewing the Record of Decision document from the Pyramid Highway / US 395 Connector Project and identifying requirements that may overlap and affect this Project. Pyramid Highway is entirely within Nevada Department of Transportation (NDOT) Right-of-Way.

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This Project was approved in February 2023 as part of the Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program. Atkins was selected from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. Atkins' scope, schedule, and fee indicated the amount for design services is within the appropriated budget. While the schedule may fluctuate, the targeted schedule for these services is as follows:

- Notice to Begin Preliminary Design: October 2023
- Alternatives Analysis: April 2024
- Preliminary Design: December 2024

This item supports Strategic Roadmap Goal #2, "Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs".

### **FISCAL IMPACT**

Fuel tax appropriations for this project are included in the FY 2024 budget.

### **PREVIOUS BOARD ACTION**

6/17/2022      Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Street and Highway Program.



**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Atkins North America, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Atkins North America, Inc. from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program shortlist to perform design engineering, and engineering during construction services in connection with the Pyramid Highway Operations Improvements Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in in Exhibit A-1. 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-1.

### 2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A-1. 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-1. 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-1.

### 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-1 through B-3, inclusive. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-1, B-2 or B-3.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B-2, "Total Price" column. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 1 to 6)	\$584,910
Total Design Services (Task 8) OPTIONAL	\$51,570
Total Design Contingency (Task 7)	\$50,000
<hr/>	
Total Not-to-Exceed Amount	\$686,480

- 3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B-1, B-2 and B-3. Any work authorized under Section 2.5, "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 Jessica Dover, P.E. or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Brian Janes, P.E. or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

#### ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP  
Executive Director  
Jessica Dover, P.E.  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: [jdover@rtcwashoe.com](mailto:jdover@rtcwashoe.com)  
(775) 335-1831

CONSULTANT: Brian Janes, P.E.  
Sr. Project Director  
Atkins North America, Inc.  
10509 Professional CIR, Suite 103  
Reno, NV 89521  
Email: [Brian.Janes@atkinsglobal.com](mailto:Brian.Janes@atkinsglobal.com)  
(775) 789-9831

#### 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

ATKINS NORTH AMERICA, INC.

By: \_\_\_\_\_  
Brian Janes, P.E., Sr. Project Director

## **EXHIBIT A-1**

### **SCOPE OF SERVICES**

## **INTRODUCTION**

CONSULTANT will provide engineering services for the Pyramid Highway Operations Improvements Project No. 0237002 (Egyptian Drive to Ingenuity Avenue).

The project limits include Pyramid Highway (SR 445) from and including the intersections of Egyptian Drive and Ingenuity Avenue, approximately 1.8 miles.

This project overlaps with the Pyramid Highway / US 395 Connector Project. The limits of the projects overall is from the Calle De La Plata intersection south to Egyptian Drive.

This scope of work is intended to be an advanced scoping effort to develop the project to a preliminary design phase and inform the scope needed for additional design. If the project moves forward as an independent project, an addendum may be issued to advance the project from the preliminary design phase to final design.

Anticipated improvements include widening southbound to provide two lanes; multi-use path connectivity; traffic signal adjustments; utility adjustments; grading; and drainage improvements.

The signal at the intersection of Calle De La Plata will be adjusted to accommodate the roadway widening. Additionally, a signal warrant analysis will be performed for the Ingenuity Avenue intersection to determine if a new signal should be added.

Pyramid Highway is entirely within Nevada Department of Transportation (NDOT) right-of-way and control-of-access. This project assumes that the Regional Transportation Commission (RTC) and NDOT will enter into an interlocal agreement for the project and NDOT will review each design submittal and an encroachment permit will therefore not be necessary at this phase of the project. If it is determined to be needed, the encroachment permit will be addressed in the next phase of the project under a project addendum.

An alternatives analysis will be performed on two (2) alternatives to identify the preferred alternative to advance through design. This scope of work is an estimate of the effort needed to advance the design; however, after the alternatives analysis the scope and fee will need to be reviewed to determine if an amendment is needed to cover any additional scope.

The environmental support required for this phase of the project will focus on reviewing the Record of Decision (ROD) document from the Pyramid Highway / US 395 Connector Project and identifying requirements that may overlap and affect this project. Our team will review the ROD and engage NDOT and FHWA to identify a path forward for this project that compliments the Pyramid Highway / US 395 Connector Project and it's buildout scenario.

The anticipated project schedule for design and analysis is expected to occur over twelve (12) months with anticipated construction to start in the spring of 2025. A traffic analysis and alternatives analysis will be performed at the outset of the project to inform the design development.

Work not specifically identified is out of scope and may be addressed in a future amendment if the project advances past the preliminary design phase.

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

## **1. PROJECT MANAGEMENT**

### **1.1. Team and Project Management**

CONSULTANT will provide project management services for the duration of the Project including closeout activities; assumed to be twelve (12) months total, September 2023 through August 2024. Once the project proceeds to construction, project management will be performed under a Construction Services task.

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

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

### **1.2. Project Coordination and Meetings**

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local and state stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager.

CONSULTANT Project Manager will keep the RTC Project Manager informed of progress with informal briefings via email or phone call and biweekly (every other week) CONSULTANT Project Manager and RTC Project Manager meetings to discuss the design progress; upcoming milestones; schedule; risk status; key technical issues by discipline; and make informed decisions.

The CONSULTANT Project Manager will coordinate with team leads to discuss the progress

of the project and identify issues and action items to be addressed.

### **1.2.1. Project Kickoff Meetings**

CONSULTANT will hold an owner kickoff meeting with the RTC, City of Sparks, Washoe County, NDOT and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Up to five (5) CONSULTANT staff will attend the meeting. CONSULTANT will prepare a meeting agenda, take and distribute meeting notes, and track concerns about the project from the attendees.

CONSULTANT will hold an internal kickoff meeting with CONSULTANT staff, and subconsultants to internally align the team with the goals of the RTC and the goals of the project.

Deliverables – Owner Kickoff Meeting Agenda and Notes

### **1.2.2. Project Management Team (PMT) Meetings**

CONSULTANT will facilitate monthly meetings with the RTC Project Manager and stakeholders to discuss design progress and coordinate issues. This meeting will be facilitated by the CONSULTANT Project Manager and an agenda and meeting summary will be provided. A total of ten (10) meetings are anticipated, to be attended on average by three (3) CONSULTANT staff.

Deliverables – PMT Meeting Agenda and Notes

### **1.2.3. Internal Design Team Coordination Meetings**

Starting with the Preliminary Design effort, CONSULTANT will hold biweekly (every other week) design coordination meetings with CONSULTANT design staff and subconsultants as appropriate to ensure cross-discipline coordination with design and schedule. A total of forty-eight (48) meetings are anticipated, to be attended on average by five (5) CONSULTANT staff.

### **1.2.4. Miscellaneous Coordination Meetings**

CONSULTANT will prepare for and attend miscellaneous coordination meetings with RTC, Washoe County, City of Sparks, and NDOT staff as requested by and at the RTC's discretion. A total of six (6) meetings are anticipated over the duration of the project, to be attended on average by three (3) CONSULTANT staff.

Deliverables - Meeting Invitation, Materials, Exhibits and Meeting Agenda and Notes

### **1.3. Project Management Plan (PMP)**

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

Deliverables – Draft and Final PMP

### **1.4. Quality Management Plan (QMP)**

CONSULTANT will prepare a Quality Management Plan (QMP). A Quality Manager will be assigned and will be responsible for the development and implementation of the plan. The QMP will apply to both prime and Subconsultant team members. An independent quality review will be performed on each design deliverable including the Preliminary and Final Design milestone packages.

Deliverables – Draft and Final QMP

### **1.5. Design Schedule**

CONSULTANT will prepare and maintain a project schedule and distribute updates on a monthly basis. The schedule will be reviewed with the RTC at monthly Project Management Team (PMT) meetings, with a focus on the upcoming 4-week look ahead, critical path activities, and schedule threats.

Deliverables – Schedule (Initial and Updates as needed)

## **2. PUBLIC INVOLVEMENT**

CONSULTANT's public involvement team will assist the Regional Transportation Commission of Washoe County to inform the public, stakeholders, and business owners along the Pyramid Highway corridor about the project, including traffic restrictions, progress updates, a website, and social media posts throughout the anticipated project duration.

### **2.1. Public Involvement Plan**

CONSULTANT will develop a comprehensive Public Involvement Plan for this Project. This plan will outline all activities, strategies and deliverables related to the overall public information and outreach effort for this Project. The Plan will include products, responsibilities, multicultural outreach tactics and an overall timeline. The Plan will be a living document, and strategies and timelines will be adjusted as appropriate throughout the Project.

Deliverables – Draft and Final Public Involvement Plan



## **2.2. Collateral Material Development**

CONSULTANT will develop all meeting materials that will be presented and distributed as a part of this Project. Materials will include handouts, flyers, fact sheets, exhibits, maps, and surveys for print and online distribution. Materials will be translated into Spanish as needed. Exhibits will be coordinated with the project team and prepared in coordination with the technical discipline leads.

Website posts will be made by the RTC on the project website. CONSULTANT will provide developed information and graphics for the RTC's Public Information Officer to publicize to the site.

Deliverables – Material (as identified)

## **2.3. Media Relations**

CONSULTANT's public involvement team will assist the RTC's Public Information Officer with media relations for the duration of the Project.

## **2.4. Documentation**

CONSULTANT will develop and maintain a contact database for this Project. The database will include contact information for all stakeholders engaged throughout the project, an email contact list, and specific comments received by the public involvement team.

Deliverables – Contact Database

# **3. ENVIRONMENTAL COORDINATION AND DOCUMENTATION**

CONSULTANT will coordinate with the RTC and NDOT to confirm the scope of the environmental work to be completed to support the project. No federal funding is being used for this work, therefore environmental work is only being performed to provide NDOT baseline information to inform project decisions.

## **3.1. Review of Pyramid Highway/US 395 Connection Record of Decision (ROD)**

Reviewing the Pyramid Connector ROD for any requirements or modifications that will be required for this project to ensure the future design is compatible with the overall Pyramid Connector buildout condition and in conformance with FHWA regulations.

## **3.2. Agency Coordination**

Engage NDOT and FHWA to confirm that an FEIS compatibility review consisting of (1) a compatibility review matrix; and (2) a Tech Memo that includes findings resulting from the compatibility review, in conjunction with recommendations based on proposed improvements and coordination with NDOT and FHWA will be satisfactory for project. It is assumed NEPA

clearance is not required for this project. Task includes preparing materials for and attending two (2) meetings.

### **3.3. Prepare Compatibility Report**

Prepare a compatibility document that includes a compatibility matrix. The document will list the general elements/issues (residential and business impacts, displacements, noise and environmental justice, area of potential effects (APE), cultural resources, visual impacts, drainage, public outreach, etc.) of the compatibility review, the consistency with this project's design, and proposed resolutions that are needed. Assume three (3) review cycles- for the document to be reviewed by RTC, NDOT, and FHWA sequentially. Assumes technical reports will be done later with an addendum if needed.

## **4. INVESTIGATION OF EXISTING CONDITIONS**

### **4.1. Data Collection and Condition Survey**

CONSULTANT will obtain as-built data (hard copy, .pdf, and electronic CADD files) for the Project limits from NDOT, the RTC, City of Sparks, and Washoe County if available.

CONSULTANT will visually evaluate and document the condition of the existing roadway and project site conditions during a one (1) day site visit. A total of up to three (3) CONSULTANT staff are anticipated to attend.

CONSULTANT will qualitatively evaluate pavement condition, roadside areas, pedestrian paths, as well as utilities and other obstructions that may affect the design development.

CONSULTANT will perform up to two (2) additional field visits throughout the design effort to determine and/or confirm design decisions. A total of two (2) CONSULTANT staff are anticipated to attend per visit.

### **4.2. Pedestrian Path Connectivity Assessment**

CONSULTANT shall review the corridor's existing multi-use path locations to identify potential multi-use path connectivity options. CONSULTANT anticipates coordinating with Washoe County and NDOT on the desired path connectivity and limits.

Efforts, findings, and recommendations will be summarized in a technical memorandum.

### **4.3. Traffic Analysis**

CONSUTANT will collect existing traffic count and turning movement data for both the AM and PM peak hours at the four intersections within the project limits. An existing condition analysis will be conducted using the collected peak hour volumes at the selected intersections. Existing roadway geometry will be used for existing condition. Traffic operations analysis including the estimation of delay and level of service (LOS) analyses will be completed using

HCM methodologies included in the Synchro traffic analysis software.

Traffic forecasting will be done for the build condition analysis using traffic annual growth rate based on historic traffic growth on this corridor. Build condition analysis will be performed based on the proposed improvements within the corridor as determined for each alternative to support the alternatives analysis.

CONSULTANT will perform a signal warrant analysis for the Ingenuity Drive intersection per Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) requirements. The intent of this study is to conduct an evaluation of traffic and roadway conditions to determine if a traffic signal is an appropriate form of traffic control at this location. The justification for installation of traffic signal at an intersection is based on warrants stated in the MUTCD. 24-hour vehicular volume counts, and 12-hour pedestrian counts will be collected at this location. Crash data from NDOT Safety Engineering division will also be collected for warrant analysis. Warrant 1, Warrant 2, Warrant 3, Warrant 4, and Warrant 7 analyses, from MUTCD, will be performed to evaluate the need for a traffic signal. If warranted, an intersection delay analysis will be performed with Synchro for the proposed intersection with signal.

CONSULTANT will prepare a technical memorandum discussing the warrant analysis and address each warrant discussed in the MUTCD requirements.

No access management evaluation will be performed.

Deliverables – Analysis Summary in a Tech Memo

#### **4.4. Geotechnical Investigation – Desktop Review**

Available data of nearby projects will be reviewed to determine key information to support the alternatives analysis. Geotech subconsultant will attend key meetings to discuss available data.

CONSULTANT will evaluate and provide known geotechnical settings, review available reports, as-builts, and data of nearby projects to identify key information to support the alternatives analysis. A summary technical memorandum will be produced to document the efforts, findings, and recommendations to support the alternatives analysis and preliminary design phase of the project.

Deliverables – Geotechnical and Pavement Desktop Review Summary

#### **4.5. Control and Right-of-Way (ROW) Mapping**

CONSULTANT will perform a right-of-way and control survey to establish fixed horizontal and vertical control referenced to the georeferenced datums, such as Nevada State Plane Coordinate System (NV SPCS) and North American Vertical Datum of 1988 (NAVD88).

Measurements will be made to existing street and highway reference monuments along Pyramid Highway and intersecting streets to determine the rights-of-way. If during our field survey, we are unable to locate enough of the original monuments required to be used for

determining the street rights-of-way we will need to expand the field survey to locate additional monuments which will require additional field work and office support. Additional work will be provided after the approval of an extra work authorization for these services.

The results of the field survey will be analyzed, and final right-of-way boundaries will be determined by a Nevada Licensed Professional Land Surveyor and added to the topographic survey base map. The base map will include easement lines shown on record mapping.

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

#### **4.6. Topographic Survey and Mapping**

Planimetric and topographic features along the highway and intersecting streets will be surveyed and mapped. Utility research and coordination will be done prior to commencement of the topographic survey. Sufficient data will be collected to enable preparation of a 1-foot contour map at a scale of 1" = 40'. Invert elevations will be measured for all sanitary and storm drain facilities and structures, along with the top of nut on all gas and water valves within or adjacent to the roadways.

#### **4.7. Subsurface Utilities**

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

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

Based on field investigation, CONSULTANT will provide the RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. CONSULTANT will prepare the initial notification letters and gather available utility information. 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.

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

Any design and technical specifications required to relocate impacted facilities are assumed to be provided by the utility owners or their representatives. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in the

contract documents if provided by the affected utility agency in a timely manner that meets the CONSULTANT design schedule.

No upgrading or expanding of utility facilities is included in this scope of work.

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

Utility potholing is not included in this scope of work.

Deliverables - Depiction of Subsurface Utilities on Design Plans, Subsurface Utility Inventory

## **5. ALTERNATIVES ANALYSIS**

### **5.1. Design Criteria**

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

- Standard Specifications for Public Works Construction, (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2018
- Manual on Uniform Traffic Control Device, 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Truckee Meadows Regional Drainage Manual, 4/30/2009 version
- NDOT Road Design Guide, 2019
- NDOT Standard Plans for Road and Bridge Construction, 2022
- NDOT Standard Specifications for Road and Bridge Construction, 2014

CONSULTANT will prepare draft-design criteria memo with a summarized listing of the governing standards and references, for review and approval by the RTC and NDOT.

### **5.2. Alternatives Analysis**

CONSULTANT will evaluate up to two (2) alternatives to provide two (2) southbound lanes from Ingenuity Avenue to Egyptian Drive. These alternatives will be coordinated with the RTC prior to development of the concept plans. Considerations will include, the existing ROW, traffic impacts, roadway alignment, signal and above ground utility structures, and the physical constraints of the project area.

Activities to be performed are anticipated to include:

- Plan, organize, and hold a meeting (up to 2 hours) with the CONSULTANT team, the RTC, NDOT, City of Sparks, and Washoe County. A total of three (3) CONSULTANT staff are anticipated to attend. The goal of the meeting is to review the two (2) alternatives, discuss pros and cons of each, and select a preferred alternative for design effort. The meeting is anticipated to be held at the RTC.
- Prepare meeting agenda, handouts, exhibits, and data to be used during the meeting.
- Develop each of the (2) identified concepts to a roughly 15 Percent% level of design.
  - Conceptual plans will be developed in a roll plot format.
  - Conceptual roadway, drainage analysis, utility, structural, traffic, electrical, signal, and right-of-way requirements will be identified.
  - Order of magnitude conceptual construction cost estimates will be developed.
- Document the preferred alternative in a technical memorandum for the project. This technical memorandum is expected to summarize the pros and cons of each alternative, outcome of the alternatives review meeting, and decisions leading to identifying the preferred alternative.

Deliverables – Tech Memo Summarizing the Alternatives Analysis

## 6. PRELIMINARY DESIGN

Design Assumptions:

- Proposed roadway section will be provided by the NDOT Materials Division
- Retaining walls will not be required for this project
- Sound walls will not be required for this project
- Curb, gutter and sidewalk will not be incorporated into the roadway section
- The culvert south of Calle De La Plata will not require extension and the roadway improvements will not impact the channel conveyance capacity
- Project drainage improvements will be minimal
- Landscape and Aesthetics plans will not be required for this project
- Structural design will not be required for this project
- Submittals will be in electronic PDF format (no hard copies)

### 6.1. 30 Percent Design

The preferred alternative will be used to advance to a 30% level of design. Roadway plans will be designed in accordance with design criteria developed in the Preliminary Studies Task. Which will include a list of the exceptions (if any) identifying station limits, standards, and potential mitigations.

Plan sheets will be drafted and produced electronically in .pdf format at full size at either:

- 1" = 25' scale, on 22" x 34" size paper, but printed half size on 11" x 17" sized paper.
- Or 1" = 100' scale, on 11" x 17" size paper.

The following is a listing of plan sheets (and level of detail) anticipated in the project contract documents for the 30% design submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps (3)

Geometric Control Plan Sheets (2)

- Roadway alignment curve and tangent data

Typical Section Sheets (4)

- As-constructed and proposed improvement typical sections
- Minimum and maximum roadway widths
- Preliminary roadside designs (slopes, curbs, gutters, and traffic barriers)
- Proposed pedestrian improvements

Survey Control/Right-of-Way Sheets (10)

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

Removal Plans (12)

- Removal Limits

Roadway Plan Sheets (12)

- Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits
- Vertical grade and curve data
- Drainage improvements

Roadway Profile Sheets (8)

- Vertical grade and curve data

Multiuse Path Profile Sheets (8)

- Vertical grade and curve data

## Utility Sheets (12)

- Existing Utilities

Approximately 72 Sheets Total.

Exclusions from the 30% Design:

- Geometric and Grading Plan Sheets will not be prepared
- Removal of signs, drainage, etc. will not be identified
- Utility conflicts and proposed utility adjustments/relocations will not be identified
- Superelevation diagrams will not be prepared
- Drainage Plan and Profile Sheets will not be prepared
- Drainage Detail Sheets will not be prepared
- Signing and Striping Sheets will not be prepared
- Detail Sheets will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Sound Wall Sheets will not be prepared
- Lighting Sheets will not be prepared
- Signal, Traffic Signal Interconnect, and ITS Sheets will not be prepared
- Detailed analysis for electrical will not be completed
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Cross sections will not be prepared

Deliverables – 30% Design Plans, Drainage Tech Memo, Cost Estimate, Design Review Comment and Response Summary

### **6.1.1. Drainage Analysis**

CONSULTANT will prepare a drainage analysis to associated with advancing the proposed concept of the preferred alternative to a preliminary design level. The analysis assumes that no (or limited) curb and gutter, sidewalk, and raised medians will be added within the Project limits. The drainage analysis will generally consist of an onsite analysis within the project ROW.

No regional analysis will be performed with this phase of the project. If a regional analysis is determined to be needed, it will be addressed in a future addendum.

The April 30, 2009 version of the Truckee Meadows Regional Drainage Manual (TMRDM) and NDOT Drainage Manual will be used to guide the onsite analysis and drainage design. Pyramid Highway will be considered an Other Principal Arterial for the analysis. The Rational Formula will be used to calculate on-site runoff. Any areas of design exception will be summarized and discussed within the drainage report.



A review of local offsite drainage will be performed to address drainage conditions at the Project limits and at the edge of right-of-way.

### **6.1.2. Draft Technical Drainage Memorandum**

A drainage memorandum will be prepared for the preliminary design summarizing the analysis parameters, criteria used, design requirements, and findings. This is not intended to be a full NDOT or Truckee Meadows Regional Drainage Manual (TMRDM) formatted report.

### **6.1.3. 30 Percent Cost Estimate**

CONSULTANT will prepare a detailed engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book. Technical Provisions will not be prepared for the 30% Design.

### **6.1.4. 30 Percent Design Submittal**

CONSULTANT will submit the 30% Design as summarized:

RTC:

- 11" x 17" design plans
- Design Exception Summary (if necessary)
- Engineer's opinion of probable construction cost estimate
- Submittal Review Comment Form

NDOT, City of Sparks, and Washoe County:

- 11" x 17" design plans
- Design Exception Summary (if necessary)
- Submittal Review Comment Form

Utility Agencies:

- 11" x 17" design plans
- Submittal Review Comment Form

### **6.1.5. 30 Percent Design Review Comment Resolution**

CONSULTANT will prepare for and attend one (1) in-person meeting with RTC, NDOT, City of Sparks, and Washoe County staff to discuss the 30% Design. Preliminary responses will be identified for all comments. CONSULTANT will consolidate and provide final responses to the comments and submit with this phase of the project.

## **7. DESIGN CONTINGENCY**

This is a contingency for miscellaneous increases within the scope of this contract in performance of other tasks or added scope. If CONSULTANT determines that it is necessary to perform work outside of the base scope, 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.

## **8. MISCELANEOUS SERVICES (OPTIONAL)**

### **8.1. Ingenuity Avenue signal Design**

If the signal warrant analysis determines that a new signal is needed at Ingenuity Avenue, CONSULTANT will develop design plans for the proposed signal. The design is anticipated to include:

- Traffic signal poles
- Signal undergrounds
- Overhead street light arms with LED luminaires, mast arms, signal heads, pedestrian push buttons, ped signals, and mast arm signs
- Location for service pedestal, provide controller cabinet and loop detection
- Signal pole schedule, conduit and conductor schedule, phase diagram, and illuminated street name signs

Deliverables – Tech Memo Summary

### **8.2. Public Outreach Survey**

CONSULTANT will conduct a survey of businesses and residents adjacent to the project area. The survey will collect demographic data of employers and employees. The public involvement team will develop a survey implementation plan, design an online and print survey in English and Spanish, identify participation metrics, and incorporate strategies from the team's multicultural engagement expert.

Deliverables – Survey Summary

### **8.3. Business and Community Outreach**

CONSULTANT will arrange and coordinate briefings for local community groups and adjacent business owners. The team will prepare Project information materials in both English and Spanish for residents and property owners throughout the Project area. Atkins will work with the RTC's Senior Project Manager and the RTC's Public Information Officer to identify and engage Homeowners Associations and local businesses, providing them with fact sheets and publicizing a survey.

## PROJECT TEAM

Our anticipated key personnel for this project are as follows:

Project Manager – Brian Janes  
Environmental Lead – Kirk Webb  
Public Outreach Lead – Susan Berkley  
Traffic Lead – Naveen Veeramisti  
Roadway Design Lead – Michael Lanum  
Drainage Lead – Matt Nussbaumer

## SCHEDULE

The anticipated schedule is as follows:

<b>Task</b>	<b>Start</b>	<b>End</b>
1 – Project Management	Sep 2023	Dec 2024
2 – Public and Agency Involvement	Oct 2023	Oct 2024
3 – Environmental Coordination and Documentation	Jan 2024	Aug 2024
4 – Investigation of Existing Conditions	Oct 2023	Jan 2024
5 – Alternatives Analysis	Nov 2023	Apr 2024
6 – Preliminary Design	Apr 2024	Dec 2024

**EXHIBIT B-1**  
**PYRAMID HIGHWAY 2023-2024 HOURLY RATE FEE SCHEDULE**

**MANAGEMENT AND DESIGN PERSONNEL**

Project Principal	\$280.00/hr.
Sr. Project Director	\$270.00/hr.
Senior ITS/Traffic Engineer IV	\$270.00/hr.
Senior Engineer IV	\$270.00/hr.
Senior ITS/Traffic Technical Manager	\$235.00/hr.
Senior Designer III	\$220.00/hr.
Senior Roadway Engineer	\$215.00/hr.
Senior Engineer III	\$205.00/hr.
Professional Land Surveyor (PLS)	\$205.00/hr.
Senior ITS/Traffic Engineer II	\$195.00/hr.
Senior Engineer II	\$195.00/hr.
Public Information Lead	\$185.00/hr.
Senior ITS/Traffic Analyst II	\$180.00/hr.
Senior Engineer I	\$155.00/hr.
Engineer II	\$145.00/hr.
ITS/Traffic Engineer II	\$145.00/hr.
Engineer I	\$135.00/hr.
Senior Public Information Specialist	\$130.00/hr.
Senior Designer	\$130.00/hr.
Designer	\$110.00/hr.
Project Assistant	\$105.00/hr.
CAD Tech III	\$90.00/hr.
Public Information O Specialist	\$90.00/hr.
Intern	\$80.00/hr.

**ENVIRONMENTAL PERSONNEL**

Environmental Technical Director	\$260.00/hr.
Senior Planner IV	\$230.00/hr.
Senior Planner III	\$220.00/hr.
Senior NEPA Specialist	\$210.00/hr.
Senior Scientist III	\$185.00/hr.
Planner II	\$150.00/hr.
Scientist II	\$130.00/hr.
GIS Analyst II	\$120.00/hr.
Technical Writer/Editor	\$105.00/hr.

**CONSTRUCTION MANAGEMENT PERSONNEL**

Sr. PM/RE	\$270/hr.
Scheduler/Estimator	\$210.00/hr.
Senior Inspector	\$165.00/hr.
Office Administrator	\$100.00/hr.

**EXPENSES**

Travel and associated expenses	As incurred
Direct expenses (e.g. title reports)	As incurred
Mileage	GSA rate

**NOTES:**

1. Rates valid through 2024 and may be increased 3% after that.
2. Categories and rates not shown on the table will be determined at the time of need.
3. Overtime for CM field staff and time spent on projects in litigation, in depositions and/or providing expert testimony will be charged at the standard rate times 1.5. Personnel rates shown apply to project charges during calendar year 2020. On January 1<sup>st</sup> of each subsequent year, labor rates invoiced will be increased to reflect annual cost of labor increases not to exceed 3%.

**Exhibit B-2 Fee Summary - Pyramid Highway Operations Improvements Project No. 0237002 (Egyptian Drive to Ingenuity Avenue)**

Task No.	Item No.	Task	Summary								
			Atkins Hours	Atkins Labor	Atkins Expense	Atkins	CME	CFA	PK Electrical	Total Subs	Total Price
1	1	<b>Project Management</b>	581	\$131,890	\$500	\$132,390	\$0	\$0	\$0	\$0	\$132,390
	1.1	Team and Project Management	212	\$49,320	\$500	\$49,820	\$0	\$0	\$0	\$0	\$49,820
	1.2	Project Coordination and Meetings	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1.2.1	Project Kickoff Meetings	26	\$4,520	\$0	\$4,520	\$0	\$0	\$0	\$0	\$4,520
	1.2.2	Project Management Team (PMT) Meetings	30	\$7,250	\$0	\$7,250	\$0	\$0	\$0	\$0	\$7,250
	1.2.3	Internal Design Team Coordination Meetings	252	\$56,160	\$0	\$56,160	\$0	\$0	\$0	\$0	\$56,160
	1.2.4	Misc. Coordination Meetings	18	\$4,350	\$0	\$4,350	\$0	\$0	\$0	\$0	\$4,350
	1.3	Project Management Plan (PMP)	12	\$2,580	\$0	\$2,580	\$0	\$0	\$0	\$0	\$2,580
	1.4	Quality Management Plan (QMP)	12	\$2,580	\$0	\$2,580	\$0	\$0	\$0	\$0	\$2,580
	1.5	Design Schedule	19	\$5,130	\$0	\$5,130	\$0	\$0	\$0	\$0	\$5,130
2	2	<b>Public and Agency Involvement</b>	175	\$21,485	\$200	\$21,685	\$0	\$0	\$0	\$0	\$21,685
	2.1	Public Involvement Plan	40	\$5,310	\$100	\$5,410	\$0	\$0	\$0	\$0	\$5,410
	2.2	Collateral Material Development	80	\$11,225	\$100	\$11,325	\$0	\$0	\$0	\$0	\$11,325
	2.3	Media Relations	25	\$2,250	\$0	\$2,250	\$0	\$0	\$0	\$0	\$2,250
	2.4	Documentation	30	\$2,700	\$0	\$2,700	\$0	\$0	\$0	\$0	\$2,700
3	3	<b>Environmental Coordination and Documentation</b>	294	\$45,330	\$1,000	\$46,330	\$0	\$0	\$0	\$0	\$46,330
	3.1	Review of Pyramid US 395 ROD	104	\$17,120	\$0	\$17,120	\$0	\$0	\$0	\$0	\$17,120
	3.2	Agency Coordination	26	\$4,450	\$0	\$4,450	\$0	\$0	\$0	\$0	\$4,450
	3.3	Prepare Compatibility Report	164	\$23,760	\$1,000	\$24,760	\$0	\$0	\$0	\$0	\$24,760
4	4	<b>Investigation of Existing Conditions</b>	344	\$50,300	\$5,500	\$55,800	\$24,975	\$58,900	\$0	\$83,875	\$139,675
	4.1	Data Collection and Condition Survey	28	\$4,380	\$500	\$4,880	\$0	\$0	\$0	\$0	\$4,880
	4.2	Pedestrian Path Connectivity Assessment	48	\$7,440	\$0	\$7,440	\$0	\$0	\$0	\$0	\$7,440
	4.3	Traffic Analysis	116	\$17,600	\$5,000	\$22,600	\$0	\$0	\$0	\$0	\$22,600
	4.4	Geotechnical Investigation - Desktop Review	0	\$0	\$0	\$0	\$24,975	\$0	\$0	\$24,975	\$24,975
	4.5	Control and Right-of-Way (ROW) Mapping	8	\$1,160	\$0	\$1,160	\$0	\$15,320	\$0	\$15,320	\$16,480
	4.6	Topographic Survey and Mapping	40	\$5,800	\$0	\$5,800	\$0	\$38,300	\$0	\$38,300	\$44,100
	4.7	Subsurface Utilities	104	\$13,920	\$0	\$13,920	\$0	\$5,280	\$0	\$5,280	\$19,200
5	5	<b>Alternatives Analysis</b>	368	\$61,220	\$0	\$61,220	\$0	\$0	\$2,000	\$2,000	\$63,220
	5.1	Design Criteria	68	\$10,700	\$0	\$10,700	\$0	\$0	\$0	\$0	\$10,700
	5.2	Alternatives Analysis	300	\$50,520	\$0	\$50,520	\$0	\$0	\$2,000	\$2,000	\$52,520
6	6	<b>Preliminary Design</b>	1270	\$176,010	\$0	\$176,010	\$0	\$0	\$5,600	\$5,600	\$181,610
	6.1	30 Percent Design	968	\$128,920	\$0	\$128,920	\$0	\$0	\$5,600	\$5,600	\$134,520
	6.1.1	Drainage Analysis	120	\$17,800	\$0	\$17,800	\$0	\$0	\$0	\$0	\$17,800
	6.1.2	Draft Technical Drainage Report	80	\$12,800	\$0	\$12,800	\$0	\$0	\$0	\$0	\$12,800
	6.1.3	30 Percent Cost Estimate	72	\$11,720	\$0	\$11,720	\$0	\$0	\$0	\$0	\$11,720
	6.1.4	30 Percent Design Submittal	12	\$2,000	\$0	\$2,000	\$0	\$0	\$0	\$0	\$2,000
	6.1.5	30 Percent Design Review Comment Resolution	18	\$2,770	\$0	\$2,770	\$0	\$0	\$0	\$0	\$2,770
7	7	<b>Design Contingency</b>	0	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
		Design Contingency	0	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
8	8	<b>Miscellaneous Services (Optional)</b>	320	\$49,970	\$0	\$49,970	\$0	\$0	\$1,600	\$1,600	\$51,570
	8.1	Traffic Signal at Ingenuity	150	\$25,570	\$0	\$25,570	\$0	\$0	\$1,600	\$1,600	\$27,170
	8.2	Public Outreach Survey	120	\$17,000	\$0	\$17,000	\$0	\$0	\$0	\$0	\$17,000
	8.3	Business and Community Outreach	50	\$7,400	\$0	\$7,400	\$0	\$0	\$0	\$0	\$7,400
		Totals	3,352	\$586,205	\$7,200	\$593,405	\$24,975	\$58,900	\$9,200	\$93,075	\$686,480



**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, Washoe County and NDOT 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, Washoe County and NDOT 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.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.4.2

To: Regional Transportation Commission

From: Jessica Dover, Project Manager

**SUBJECT: 2024 Preventive Maintenance Program**

**RECOMMENDED ACTION**

Approve a contract with Lumos and Associates, Inc., for design and engineering during construction services related to the 2024 Preventive Maintenance Project, in an amount not-to-exceed \$957,440.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Lumos and Associates, Inc. (Lumos) is for professional design and engineering during construction services for the 2024 Preventive Maintenance Project (Project) in the amount of \$917,440 and project contingency in the amount of \$40,000.

The Project will consist of pavement patching, crack sealing, and microsurfacing of approximately two hundred (200) lane miles of regional roads within Washoe County, Reno, and Sparks. Striping design services for road modifications to provide operational and safety improvements is also part of the Project scope.

Lumos was selected from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. The complete scope of services is included as Exhibit A-1 to the attached PSA. Lumos' scope, schedule, and fee indicated the amount for design and engineering during construction services is within the appropriate budget. The targeted schedule for these services is as follows:

- Notice to Proceed: October 2023
  - Initial Evaluations: December 2023
  - Final Design: March 2024
  - Begin Construction: May 2024
  - Complete Construction: October 2024
-

**FISCAL IMPACT**

Fuel tax appropriations are included in the FY 2024 budget.

**PREVIOUS BOARD ACTION**

6/17/2022      Approved the Qualified Consultant List for Engineering Design and Construction Management Services.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Lumos & Associates, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Lumos & Associates, Inc. from the Civil Engineering Design & Construction Management Services for the Streets & Highways Program shortlist to perform design engineering, and engineering during construction services in connection with the 2024 Preventive Maintenance Program.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A-1. 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-1.

### 2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A-2. 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-1. 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-1.

### 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) and/or American Concrete Institute (ACI) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a licensed NAQTC or ACI (as applicable) 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-1 through B-3, inclusive. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-2.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B-2, "TOTAL" column. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to-exceed amounts:

Total Design Services (Task 2.1.A)	\$76,120
Total Construction Services (Task 2.1.E to 2.1.H)	\$841,320
<u>Total Construction Contingency (Task 2.1.I)</u>	<u>\$40,000</u>
Total Not-to-Exceed Amount	\$957,440

- 3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B-1, B-2 and B-3. Any work authorized under Section 2.5, "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 Jessica Dover, P.E. or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Alex Greenblat, P.E. or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP  
Executive Director  
Jessica Dover, P.E.  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: [jdover@rtcwashoe.com](mailto:jdover@rtcwashoe.com)  
(775) 335-1831

CONSULTANT: Steven G. Moon, P.E.  
Director, Construction Services  
Alex Greenblat, P.E.  
Senior Project Manager, Engineering  
Lumos & Associates, Inc.  
950 Sandill Road, Suite 100  
Reno, Nevada 89521  
Email: [smoon@lumosinc.com](mailto:smoon@lumosinc.com)  
(775) 827-6111

## ARTICLE 14 - DELAYS IN PERFORMANCE

### 14.1. TIME IS OF THE ESSENCE

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

### 14.2. UNAVOIDABLE DELAYS

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

### 14.3. NOTIFICATION OF DELAYS

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

### 14.4. REQUEST FOR EXTENSION

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

## ARTICLE 15 - GENERAL PROVISIONS

### 15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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



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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

LUMOS & ASSOCIATES, INC.

By: \_\_\_\_\_  
Steven G. Moon, P.E., Director, Construction Services

## EXHIBIT A-1

### **SCOPE OF SERVICES** **FOR THE** **2024 PREVENTIVE MAINTENANCE PROJECT**

#### ***NON-CONSTRUCTION SERVICES***

##### **2.1.A.2 Investigate Existing Conditions**

Provide an existing conditions study for the proposed roadway sections located in the City of Reno, City of Sparks, and Washoe County (street lists provided by the agencies). This study shall include:

- Identify locations requiring asphalt patching
- Identify locations requiring crack sealing
- Recommendation of treatment required (i.e., Type 2, Type 3, Micro, Double Micro, Cape Seals, Fog Seals, etc.)
- Verification of street areas
- Verification of existing striping conditions
- Recommendations for striping modifications to meet MUTCD or local agency requirements
- Recommendations for striping modifications to accommodate pedestrian and bicycle improvements

#### ***CONSTRUCTION SERVICES***

##### **2.1.E. Administration**

Provide contract administration services as follows:

- Attend the preconstruction conference and progress meetings at intervals determined by the RTC
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

- Provide final test results, project photos and videos, and field reports in electronic format (.pdf). Closeout package will be signed/sealed by a Nevada Professional Engineer in responsible charge.

### **2.1.F-1. Survey/Data Collection/Layout/Design**

Provide survey and design services as follows:

- Mapping of the proposed streets which will include GPS of the roadway areas, patch locations, islands, striping, utility valves, and manholes.
- AutoCAD drawings of the proposed streets showing areas to be slurried including slurry limits, patch locations, pavement striping, and locations of existing utility valves and manholes. Electronic copies to be provided.
- Slurry and patch quantities for each street
- Verification of existing striping, including striping quantities for each street.
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Preparation of bid documents to be placed on the RTC eBid web site.

### **2.1.F-2. Striping Modification and Design**

Provide Striping Plans for roadways designated to be modified from the original configuration.

- Provide recommendations for changes to existing roadways
- Provide 60% plans for agency review
- Incorporate review comments for 90% plans
- Provide 100% plans and striping layout for the contractor

### **2.1.G-1. Inspection - Patching**

The following staffing shall be provided during asphalt patching placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for forty-five (45) shifts, for a total of 450 hours for the asphalt patching operations.

### **2.1.G-2. Inspection – Crack Seal**

The following staffing shall be provided during pavement crack seal placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, two (2) hour workdays for fifty-five (55) shifts, for a total of 110 hours for the pavement crack sealing operations.

### **2.1.G-3. Inspection – Slurry Seal**

The following staffing shall be provided during slurry seal placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide two full time Senior inspectors, ten (10) hour workdays for eighty-five (85) shifts, for a total of 1,700 hours for the slurry seal operations.

### **2.1.G-4. Inspection – Striping**

The following staffing shall be provided during pavement striping placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for eighty-five (85) shifts, for a total of 850 hours for striping operations.

The inspectors will:

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

### **2.1.H. Materials Testing**

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

The following tests and frequencies shall be performed:

- Provide Slurry Aggregate testing. Weekly aggregate testing will include: Sand Equivalent, Durability, and Sieve Analysis, including a 200 wash. A total of twenty (20) samples will be acquired and tested.
- Provide Slurry Emulsion testing. Partial emulsion testing will be completed in-house for Residue by Evaporation and Ring and Ball Softening Point as per the specified test method. Testing frequency shall be twenty (20) samples for the entire project.

- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability and Marshall unit weight. Six (6) – hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Eighteen (18) – asphalt cores are anticipated. Test reports will also include percent compaction.

### **2.1.I. Construction Contingency**

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

### **KEY PERSONNEL**

The key personnel assigned to this project include the following:

- Principal in Charge – Steven G. Moon, P.E.
- Project Manager – Alex Greenblat, P.E.
- Construction Project Coordinator – Brian Harer
- Geotechnical Engineer – Mitch Burns, P.E., CEM
- Survey Project Manager – Mitch Bartorelli

EXHIBIT A-2

ID	Task Name	Duration	Start	Finish	Sep	4th Quarter Oct	Nov	Dec	1st Quarter Jan	Feb	Mar	2nd Quarter Apr	May	Jun	3rd Quarter Jul	Aug	Sep	4th Quarter Oct
1	Consultant Agreement to RTC Board	1 day	Fri 9/15/23	Fri 9/15/23	█													
2	Project Kickoff	1 day	Fri 9/22/23	Fri 9/22/23	█													
3	Initial Evaluations	8 wks	Mon 10/2/23	Fri 11/24/23		█	█	█										
4	Survey/Layout/Design	10 wks	Mon 10/23/23	Fri 12/29/23		█	█	█	█									
5	Construction Documents (90%)	12 wks	Mon 10/30/23	Fri 1/19/24		█	█	█	█	█								
6	Agency Review	3 wks	Mon 1/22/24	Fri 2/9/24					█	█								
7	Construction Documents (100%)	3 wks	Mon 2/12/24	Fri 3/1/24						█	█							
8	Advertise (Tentative)	4.1 wks	Thu 3/14/24	Thu 4/11/24							█	█						
9	Open Bids (Tentative)	1 day	Thu 4/11/24	Thu 4/11/24									█					
10	Notice to Proceed (Tentative)	1 day	Mon 5/6/24	Mon 5/6/24										█				
11	Construction (Tentative)	120 days	Mon 5/6/24	Fri 10/18/24										█	█	█	█	█

Project: RTC 2024 PREVENTIVE MAINTENANCE PROJECT Date: 8/29/2023	Task		Inactive Task		Manual Summary Rollup		External Milestone	
	Split		Inactive Milestone		Manual Summary		Deadline	
	Milestone		Inactive Summary		Start-only		Progress	
	Summary		Manual Task		Finish-only		Manual Progress	
	Project Summary		Duration-only		External Tasks			

<b>Engineering</b>	<b>Per Hour</b>
Director	\$265
Group Manager	250
Senior Project Manager – Special Projects	245
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Hydrogeologist	175/185/195
Staff / Project / Senior Engineer	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Project / Senior Project Designer	145/155
Engineering Technician I / II / III	95/125/135
<b>Construction</b>	<b>Per Hour</b>
Director	\$265
Materials Engineering Manager	220
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Geotechnical Engineer	170/180/210
Construction Services Supervisor / Engineer	150/175
Assistant / Project / Senior Project Coordinator	135/160/170
Geotechnician	150
Inspector / Senior Inspector (includes nuclear gauge)	130/140
Construction Technician I / II / III	110/120/130
Materials Technician I / II / III (includes nuclear gauge)	100/110/120
<b>Surveying</b>	<b>Per Hour</b>
Director	\$265
Group Manager	250
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Surveyor	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Photogrammetrist / Photogrammetry Manager	145/165
Surveying Technician I / II / III	80/125/135
Party Chief	170
<b>Administrative &amp; Other Services</b>	<b>Per Hour</b>
Administrator	\$90
Clerical	80
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.75





## Exhibit B-1: Quality Control Fee Schedule January 1, 2023

<b>Testing/Inspection</b>		<b>Per Hour</b>
Director		\$265
Materials Engineering Manager		220
Assistant / Project / Senior Project Manager		180/210/220
Staff / Project / Senior Geotechnical Engineer		170/180/210
Construction Services Supervisor / Engineer		150/175
Assistant / Project / Senior Project Coordinator		135/160/170
Geotechnician		150
Inspector / Senior Inspector (includes nuclear gauge)		130/140
Construction Technician I / II / III		110/120/130
Materials Technician I / II / III (includes nuclear gauge)		100/110/120
Administrator		90
Clerical		80

<b>Particle Size Testing For Soils/Aggregates</b>		<b>Each</b>
Sieve Analysis	(ASTM C-136/C-117)	\$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

<b>Soils &amp; Aggregate Testing</b>		<b>Each</b>
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	250
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	250

<b>Moisture Density Testing</b>		<b>Each</b>
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125

<b>Emulsion Testing</b>		<b>Each</b>
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	500

<b>Concrete Testing</b>		<b>Each</b>
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

<b>Asphalt Concrete Testing</b>		<b>Each</b>
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply.
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

**Invoices are due upon receipt and considered to be past due after 30 days.  
 This fee schedule applies to services provided from January 1, 2023 until further notice.**

**EXHIBIT "B-2"**

**RTC OF WASHOE COUNTY  
2024 Preventive Maintenance Project**

**JOB NO.: LA23.758  
DATE: 8/29/2023**

**BUDGET ESTIMATE**

TASK	\$265 DIRECTOR	\$220 SR. PROJECT MANAGER	\$210 SURVEY PROJECT MANAGER	\$175 CONSTRUCTION SERVICES ENGINEER	\$170 STAFF SURVEYOR	\$130 CONSTRUCTION TECHNICIAN 3	\$140 SENIOR INSPECTOR	\$120 MATERIALS TECH 3	\$110 MATERIALS TECH 2	\$90 ADMINISTRATOR	TOTAL
2.1.A-2 Investigate Existing Conditions, 2025 P.M.	8.00	120.00	-	-	-	-	340.00	-	-	-	\$ 76,120.00
SUBTOTAL CE											\$ 76,120.00
2.1.E-I CONSTRUCTION SERVICES (150 Calendar Days)											
2.1.E Administration	10.00	180.00	-	-	-	80.00	-	-	-	80.00	\$ 59,850.00
2.1.F-1 Survey - Data Collection/Layout for 2024 P.M.	10.00	40.00	8.00	-	30.00	450.00	760.00	-	-	-	\$ 183,130.00
2.1.F-2 Survey - Striping Modification and Design											\$ 40,000.00
2.1.G-1 Inspection - Patching (45 W/D's @ 10 hrs/day) <sup>(1)</sup>	4.00	50.00	-	-	-	10.00	450.00	-	-	-	\$ 76,360.00
2.1.G-2 Inspection - Crack Seal Placement (55 W/D's @ 2hrs/day) <sup>(2)</sup>	4.00	25.00	-	-	-	5.00	110.00	-	-	-	\$ 22,610.00
2.1.G-3 Inspection - Slurry Seal Placement (85 W/D's) <sup>(3)</sup>	4.00	120.00	-	-	-	20.00	1,700.00	-	-	-	\$ 268,060.00
2.1.G-4 Inspection - Striping (85 W/D's) <sup>(4)</sup>	4.00	120.00	-	-	-	20.00	850.00	-	-	-	\$ 149,060.00
2.1.H Testing				30.00				80.00			\$ 14,850.00
						Striping Plates	Slurry Agg Testing <sup>(5)</sup>	Emulsion Testing <sup>(5)</sup>	Marshall AC Testing <sup>(5)</sup>	AC Coring <sup>(5)</sup>	
Laboratory Testing \$						\$ 1,000.00	\$13,000.00	\$8,000.00	\$4,050.00	\$1,350.00	27,400.00
SUBTOTAL CM											841,320.00
2.1.I Construction Contingency											\$ 40,000.00
GRAND TOTAL CE + CM											\$ 957,440.00

<sup>(1)</sup> Patching Inspection time based on one (1) inspector for 10 hours per day for 45 shifts of patching.

<sup>(2)</sup> Crack Seal Inspection time based on one (1) inspector for 2 hours per day for 55 shifts of crack seal placement.

<sup>(3)</sup> Slurry Inspection time based on two (2) inspectors, 10 hours per day for 85 shifts of Slurry.

<sup>(4)</sup> Striping Inspection time based on one (1) inspector for 10 hours per day for 85 shifts of Striping placement.

<sup>(5)</sup> See attached B-3 sheet for frequency of testing for asphalt concrete, slurry aggregates and emulsion.

<sup>(6)</sup> Anticipated project budget as provided by RTC on August 16, 2023

Slurry Budget: \$ 7,500,000 <sup>(6)</sup>



## 2024 PREVENTIVE MAINTENANCE MATERIAL TESTING

EXHIBIT "B-3" - Testing Fee Breakdown

### Slurry Aggregates

Test	Unit Cost
Sand Equivalent	\$200.00
Durability	\$250.00
Sieve Analysis	\$200.00
	\$650.00
	per aggregate series
	( Total for 20 series)
	<b><u>\$13,000.00</u></b>

### Emulsion Testing

Test	Unit Cost	# of Tests	Total
Residue Testing (in-house)	\$400.00	20	\$8,000.00
			<b><u>\$8,000.00</u></b>

### Plantmix Testing

Test	Unit Cost	# of Tests	Total
Plantmix Series	\$675.00	6	\$4,050.00
Coring	\$75.00	18	\$1,350.00
			<b><u>\$5,400.00</u></b>

**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, Washoe County, City of Reno and City of Sparks including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received 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, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

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

Any deductibles or self-insured retentions that exceed \$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.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.4.3

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

**SUBJECT: State Route (SR) 445 Pyramid 3R and ADA Project ICA with NDOT**

**RECOMMENDED ACTION**

Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation (NDOT) for construction of new conduit and fiber optics on Pyramid Way between C Street and Tyler Way as a part of the SR445 Pyramid 3R and ADA Pavement Project, in the amount of \$200,000.

**BACKGROUND AND DISCUSSION**

NDOT is in preliminary design of the SR445 Pyramid 3R and ADA Pavement Project to provide pavement preservation and ADA enhancements along Pyramid Way between Nugget Ave and York Way within the city of Sparks. RTC supports the installation of new fiber optics and conduit along Pyramid Way between Tyler Way and C Street as part of the project in order to improve network communications to the traffic signals along the corridor and redundancy of the RTC and NDOT's ITS networks as a whole. The RTC has partnered with NDOT to partially fund the design for this fiber. RTC will reimburse NDOT for the partial cost of design of the new fiber and associated appurtenances, in an amount not-to-exceed \$200,000.

NDOT anticipates construction of the project to begin in spring 2025.

This item supports Strategic Roadmap Goal #2, "Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs".

**FISCAL IMPACT**

Fuel tax appropriations are included in the FY 2024 budget.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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INTERLOCAL AGREEMENT

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

WITNESSETH:

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

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

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

WHEREAS, the purpose of this Agreement is to establish roles and responsibilities between the DEPARTMENT and RTC with regard to completing final design and construction of the State Route (SR) 445 Pyramid 3R and ADA Project (hereinafter "PROJECT"); which includes the construction of conduit, fiber optic cable, and associated appurtenances; hereinafter called the "FIBER". Said FIBER location is identified in Exhibit A, which is attached hereto by reference and incorporated herein. The DEPARTMENT will administer the design and construction of the PROJECT; and

WHEREAS, the services of the RTC shall be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

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

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

ARTICLE I – RTC AGREES

1. To pay the DEPARTMENT an amount not to exceed the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) for design of the FIBER.
2. To pay the DEPARTMENT within forty-five (45) calendar days after receipt of the DEPARTMENT's invoice.
3. To review and provide written comments at ninety percent (90%) design levels to the DEPARTMENT within twenty-one (21) days after receipt, and to review and provide written comments at the Plans, Specifications, and Estimate (PS&E) design level within seven (7) days after receipt.

4. To assist the DEPARTMENT in obtaining the necessary permits, coordinating with other agencies, and conducting public outreach, upon the DEPARTMENT's request.
5. The RTC shall, at its own expense, obtain and pay for all licenses, permits, and/or fees, and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, licensing laws, and regulations.

#### ARTICLE II - DEPARTMENT AGREES

1. To design and construct the PROJECT, which includes construction of conduit, fiber optic cable, and associated appurtenances between C Street and Tyler Way.
2. To invoice RTC for an amount not to exceed the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) for design costs of the FIBER prior to June 30, 2024.
3. To be responsible for one hundred percent (100%) of all costs necessary to complete each deliverable in excess of the amounts RTC is required to pay for each deliverable.
4. To be responsible for all PROJECT costs not associated with the Fiber.
5. To perform, or have performed by service providers, all necessary work to complete the deliverables (including the development of construction plans, specifications, estimates, and notes to specifications), in a manner that meets all permitting agencies requirements and applicable design standards.
6. To monitor all PROJECT activities to ensure compliance with applicable environmental laws and regulations.
7. To hold meetings with RTC concerning those facilities for which RTC represents regional roads of the PROJECT, including but not limited to, coordination meetings, field reviews, right-of-way settings, and review meetings.
8. To provide the RTC with sixty percent (60%), ninety percent (90%), and final PS&E plans and specifications for review and comment, and to invite the RTC to the specification review meeting to address said comments.
9. To observe, review, and inspect all work associated with the PROJECT during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

#### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2024, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

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

3. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

FOR DEPARTMENT:

Tracy Larkin Thomason, P.E., Director  
Attn.: Chris Kuhn, P.E., Project Manager  
Nevada Department of Transportation  
Division: Project Management  
1263 South Stewart Street  
Carson City, NV 89712  
Phone: 775-888-7728  
E-mail: [ckuhn@dot.nv.gov](mailto:ckuhn@dot.nv.gov)

FOR RTC:

Bill Thomas, A.I.C.P., Executive Director  
Attn: Alex Wolfson, P.E., Project Manager  
Regional Transportation Commission of Washoe County  
1105 Terminal Way, Suite 108  
Reno, NV 89502  
Phone: 775-335-1880  
E-mail: [awolfson@rtcwashoe.com](mailto:awolfson@rtcwashoe.com)

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

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

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

8. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation,

civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

9. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

11. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including another breach of the same provision.

12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

14. Except as otherwise expressly provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

15. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

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

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

19. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A, available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

21. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission  
RTC of Washoe County

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Bill Thomas, Executive Director

\_\_\_\_\_  
Director

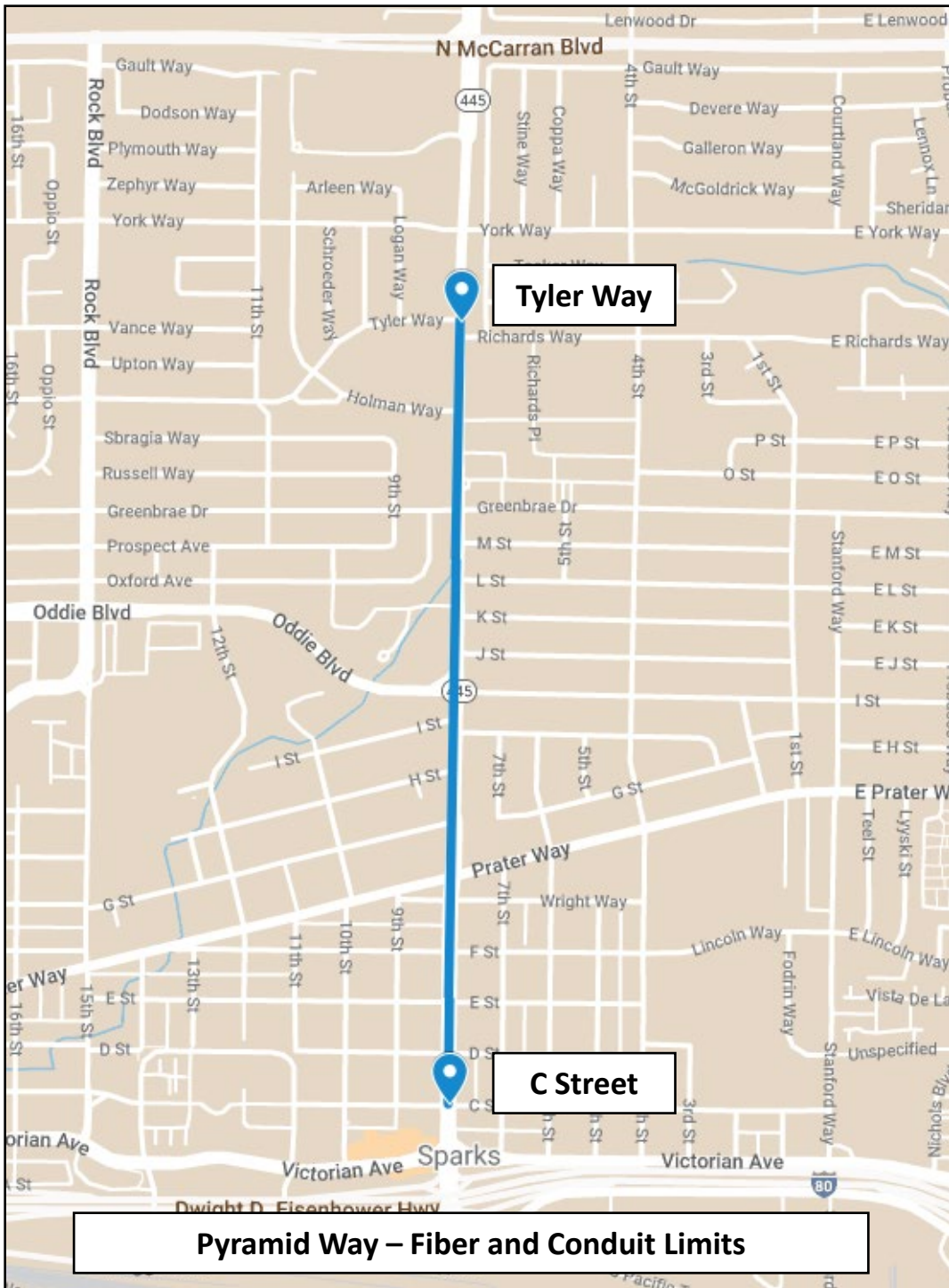
Approved as to Legality and Form:

\_\_\_\_\_  
Deputy Attorney General



# Exhibit A

## Project Limits





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 8/18/2023

**Agenda Item:** 4.4.4

To: Regional Transportation Commission

From: Amanda Callegari, Engineering Manager

**SUBJECT: Pyramid Highway/Sparks Boulevard and Highland Ranch Interchange PSA with Parametrix, Inc.**

**RECOMMENDED ACTION**

Approve a contract with Parametrix, Inc., for professional engineering services for 60% level design of the Pyramid Highway and Sparks Boulevard/Highland Ranch Interchange and preliminary design of the Disc Drive Extension (part of the U.S. 395 Connector) from Pyramid Highway to US 395, in an amount not-to-exceed \$4,913,723.98.

**BACKGROUND AND DISCUSSION**

The Pyramid Highway and Sparks Boulevard/Highland Ranch Interchange (Pyramid/Sparks Interchange) improvements are located in Sparks. Improvements at the Pyramid/Sparks Intersection were identified in the Final Environmental Impact Statement (FEIS) for the Pyramid Highway and US 395 Connection. The FEIS identified modifications to the Pyramid/Sparks Intersection including a new grade separated diamond interchange. Although these improvements were included in Phase 5 of the draft phasing plan for the Pyramid Highway/US 395 Connector project, RTC has identified a need for an early action project at this location to improve traffic flow and mitigate impacts on right-of-way by construction developments. This project involves providing 60% level design for the Pyramid/Sparks Interchange as well as preliminary (30%) design of the Connector (the new roadway from Pyramid Highway to US 395), identified as Phase 3 in the draft phasing plan of the FEIS.

A packaging plan and phasing evaluation will be conducted for the overall Pyramid Highway/US 395 Connector project to better address potential funding availability for construction implementation. Traffic modeling and analysis will be utilized in a scenario approach to support the packaging and phasing effort alongside public involvement and a National Environmental Policy Act (NEPA) compatibility review. The work included in the scope of services consists of providing design and engineering services to develop feasible packages that can be readily advanced for the purposes of acquiring right-of-way or developing final design, while identifying and analyzing impacts, challenges, and associated costs.

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Parametrix, Inc., was selected from RTC Request for Proposal No. RTC 23-06 as a qualified firm to perform engineering services. Negotiation of Parametrix, Inc.'s scope, schedule, and budget for the requested services is deemed fair and reasonable. While the schedule may fluctuate, the targeted schedule for these services is as follows:

- Notice to Begin Preliminary Design: October 2023
- Traffic Modeling and Scenario Analysis: July 2024
- Preliminary Design Sparks Blvd Interchange: August 2024
- Preliminary Design Pyramid Connector: January 2025
- Compatibility Review and NEPA Re-evaluation: Spring 2025

This item supports Strategic Roadmap Goal #2, "Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs".

### **FISCAL IMPACT**

Funding for this item is included in the FY 2024 and FY 2025 budgets.

### **PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Parametrix, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Qualifications for interested persons and firms to perform professional services in connection with the Pyramid Highway/Sparks Boulevard Intersection Improvements; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 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 consists 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 in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Services (Tasks 1.1 to 1.8, 1.10 to 1.11, 2 to 9, and 11.1)	\$4,491,511.99
Optional Services (Tasks 1.9,10, and 11.2)	\$322,211.99
<u>Contingency</u>	<u>\$100,000.00</u>
Total Not-to-Exceed Amount	\$4,913,723.98

- 3.3. For any work authorized under Section 2.5, "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.
- 3.5. CONSULTANT must have an acceptable cost accounting system and can only be reimbursed for costs that are consistent with Federal cost principles. See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

#### ARTICLE 4 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 4.1. The Nevada Department of Transportation has established a DBE goal of 6% for this Agreement.
- 4.2. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement.
- 4.3. CONSULTANT and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement and the award and administration of any other DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as RTC deems appropriate, which may include, but is not limited to:
  1. Withholding monthly progress payments;
  2. Assessing sanctions;
  3. Liquidated damages; and/or
  4. Disqualifying CONSULTANT from future bidding as non-responsible.
- 4.4. CONSULTANT shall include the assurance required by 49 C.F.R. 26.13 in each subcontract.

## ARTICLE 5 - INVOICING

- 5.1 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.
- 5.2 RTC shall only reimburse CONSULTANT for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.
- 5.3 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.
- 5.4 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 6 – CONFLICTS OF INTEREST

- 6.1 CONSULTANT shall ensure that no employee, agent, subcontractor or other person performing services under this Agreement shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.2 CONSULTANT shall include a requirement in each subcontract CONSULTANT signs with a subcontractor that the subcontractor shall ensure that no employee, agent, subcontractor or other person performing services under the subcontract shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.3 CONSULTANT shall disclose any potential conflict of interest to RTC, who shall then disclose any potential conflict of interest as specified in 2 C.F.R. 200.112, 23 C.F.R. 1.33 and the requirements of 23 C.F.R. 172.5.

## ARTICLE 7 - ACCESS TO INFORMATION AND PROPERTY

- 7.1 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.
- 7.2 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 8 - OWNERSHIP OF WORK

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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 9 - TERMINATION

- 9.1. MUTUAL ASSENT.

This Agreement may be terminated by mutual written agreement of the parties.

- 9.2. 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.

9.3. 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.

ARTICLE 10 - RIGHTS, REMEDIES AND DISPUTES

10.1. RIGHTS.

- A. RTC shall have the following rights in the event that RTC deems CONSULTANT guilty of a breach of any term of this Agreement:
  - 1. The right to take over and complete the work or any part thereof as agency for and at the expense of CONSULTANT, either directly or through other contractors;
  - 2. The right to cancel this Agreement as to any or all of the work yet to be performed;
  - 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
  - 4. The right to money damages.
- B. Inasmuch as CONSULTANT can be adequately compensated by money damages for any breach of this Agreement which may be committed by RTC, CONSULTANT expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Agreement entitling CONSULTANT to cancel or rescind the Agreement (unless RTC directs CONSULTANT to do so) or to suspend or abandon performance.

#### 10.2. 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.

#### 10.3. 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.

#### 10.4. 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.

#### 10.5. 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 11 - INSURANCE

- 11.1. 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.
- 11.2. 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 12 - HOLD HARMLESS

- 12.1. 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 13 - EQUAL EMPLOYMENT OPPORTUNITY

- 13.1. 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.
- 13.2. 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.
- 13.3. 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 14 – PROJECT MANAGERS

- 14.1. RTC's Project Manager is Amanda Callegari 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.
- 14.2. CONSULTANT' Project Manager is Cole Mortensen 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 15 - NOTICE

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

RTC: Bill Thomas, AICP  
Executive Director  
Amanda Callegari  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: [acallegari@rtcwashoe.com](mailto:acallegari@rtcwashoe.com)  
Phone: (775) 335-1881

CONSULTANT: Cole Mortensen, PE  
Consultant Project Manager  
Parametrix  
9190 Double Diamond Parkway  
Reno, Nevada 89521  
Email: [cmortensen@parametrix.com](mailto:cmortensen@parametrix.com)  
Phone: (775) 260-4314

ARTICLE 16 - DELAYS IN PERFORMANCE

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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 17 - GENERAL PROVISIONS

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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.

17.8. AMENDMENTS

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

17.9. 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.

17.10. 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.

17.11. 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.

17.12. 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 18 - FEDERAL FORMS AND CLAUSES

18.1. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.

18.2. 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.



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

PARAMETRIX, INC.

By: \_\_\_\_\_  
Nathan Johnson, Vice President

Exhibit A

Pyramid Highway/Sparks Boulevard Interchange  
Improvements

**SCOPE OF SERVICES**

August 30, 2023

Prepared for:



**RTC of Washoe County**

Prepared by:

**Parametrix**

9190 Double Diamond Parkway  
Reno, NV 89521



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# Pyramid Highway/Sparks Boulevard Interchange Improvements

## Scope of Services

### General

#### Background

The Pyramid Highway and Sparks Boulevard/Highland Ranch Interchange (Pyramid/Sparks Interchange) improvements are located in Sparks, Nevada. Improvements at the Pyramid/Sparks Intersection were identified in the Final Environmental Impact Statement (FEIS) for the Pyramid Highway and US 395 Connection. The FEIS identified modifications to the Pyramid/Sparks Intersection including a new grade separated diamond interchange. Although these improvements were included in Phase 5 of the draft phasing plan for the Pyramid Highway/US 395 Connector project, RTC has identified a need for an early action project at this location.

This project involves providing 60% level design for the Pyramid/Sparks Interchange as well as preliminary (30%) design of the Connector (the new roadway from Pyramid Highway to US 395), identified as Phase 3 in the draft phasing plan of the FEIS.

A packaging plan and phasing evaluation will be conducted for the overall Pyramid Highway/US 395 Connector project to better address potential funding availability for construction implementation. Traffic modeling and analysis will be utilized in a scenario approach to support the packaging and phasing effort alongside public involvement and a National Environmental Policy Act (NEPA) Re-Evaluation.

#### Objective

The work included in the scope of services consists of providing design and engineering services to develop feasible packages that can be readily advanced for the purposes of acquiring right-of-way or developing final design, while identifying and analyzing impacts, challenges, and associated costs. All work shall be in accordance with and meet the requirements of the Nevada Department of Transportation's (NDOT) Local Public Agency (LPA) Manual, which can be accessed using the following link:

<https://www.dot.nv.gov/doing-business/about-ndot/ndot-divisions/engineering/design/local-public-agency>

Major milestones of the project schedule are listed below:

- CONSULTANT Agreement: September 2023
- 60% Design for Interchange: September 2023 – October 2024
- Traffic Modeling and Scenario Development: September 2023 – October 2024
- Preliminary (30%) Design for Connector: January 2024 – January 2025
- Phasing/Packaging Plan: January 2024 – January 2025

- FEIS compatibility review and NEPE Re-Evaluation: July 2024 – July 2025

## Task 1 – Project Management

The CONSULTANT will provide a Project Manager, Deputy Project Manager and Task Leads to manage and guide the project. These key staff will prepare for and attend monthly project meetings, stakeholder, and public outreach meetings, and perform monthly management activities to ensure project success.

### 1.1 - Monthly Invoicing and Progress Report

The CONSULTANT will prepare for submittal to the RTC's Project Manager a monthly invoice for review and approval and will include the monthly progress report detailing the status of the PROJECT. The progress report will be an overall progress summary of activities completed to date concerning scope, schedule, and budget. The Progress Report will also contain tasks that were performed during the month and include objectives for the next month of work. The CONSULTANT will note any changes or conflicts in scheduling, scope, or budget in the Report and any outstanding data needs/requests between the RTC/NDOT task leads and the CONSULTANT.

#### **Deliverables:**

- Monthly project invoices and progress reports

### 1.2 - Project Meetings

The CONSULTANT shall organize, participate in, and prepare agendas and meeting minutes for project meetings. Meeting minutes shall be prepared in draft form within two business days following the meeting and distributed to the meeting participants for review and comment. Following a one-week review period (unless otherwise specified by the RTC's Project Manager), the final version of the meeting minutes shall be distributed within two business days.

#### 1.2.1 – Kickoff Meeting

The Project will be initiated with an in-person kick-off meeting attended by the key CONSULTANT and RTC members within ten (10) days of the issuance of Notice to Proceed. This meeting will be conducted to discuss project management activities including the scope, schedule, and budget. In addition, a high-level discussion will be shared regarding RTC's expectations, Project goals, timeline, deliverables, key stakeholders, establishing Project committees (Technical Advisory Committee, Core Stakeholder Group, etc.) and communication protocols.

#### 1.2.2 – Project Management Meetings

The CONSULTANT Project Manager will hold bi-weekly check-in meetings with the RTC Project Manager and other key staff to stay in close communication, discuss progress on tasks/deliverables and keep the Project moving forward efficiently.

#### 1.2.3 – Project Design Team Meetings

The CONSULTANT will conduct monthly Project Review Meetings with RTC, NDOT, City of Sparks, Washoe County, City of Reno, and other participating stakeholders. CONSULTANT staff will be kept to a minimum



but will be on hand to participate as necessary based on the scope of work currently being performed. The CONSULTANT will report to RTC on deliverables, work products, budget, schedule, and other items completed by CONSULTANT and their team. The CONSULTANT will be responsible for organizing and attending the meetings, providing meeting minutes, and maintaining an action item log for the project.

#### 1.2.4 - Milestone Meetings

The CONSULTANT shall attend Milestone Plan Review Meetings for 30% and 60% design to review and/or respond to comments made by the RTC following completion of project milestones. Meetings will be conducted in person in Reno, and a Teams Meeting invite will also be provided for those participants not in Reno.

#### 1.2.5 - Preliminary Design Field Survey

The CONSULTANT will schedule and conduct a PDFS with the PROJECT Team to review and validate previous recommendations and document new issues and recommendations for the RTC's consideration. The PDFS will be performed by a team of CONSULTANT staff, RTC Staff, and NDOT Division and District staff, assigned at the discretion of the RTC's Project Manager.

**Assumptions:**

- Each memorandum, study or report will have a draft and final version.

**Deliverables:**

- Meeting Agenda's and minutes
- PDFS Report

### 1.3 - Project Management Plan (PMP)

Following the Project kick-off meeting, the CONSULTANT will work closely with the RTC Project Manager to develop a Project Management Plan (PMP). The PMP will include a detailed Project Schedule, list and format of deliverables, Quality Management Plan, data needs, team members, and contact information. It will also outline communication protocols for the Project team, as well as the protocols for exchanging data, and communicating concerns or questions between the CONSULTANT team and RTC.

**Deliverables:**

- Final Project Management Plan (Draft & Final)

### 1.4 Update Financial Plan

The CONSULTANT will update the financial plan in accordance with the FHWA guidelines, considering the cost risk assessment, project phasing and packaging, and estimate of probable costs. The Financial Plan will consider possible delivery schedules, funding availability, and any escalations based on the possible schedule.

**Assumptions:**

- Initial Financial Plan Update should be minor as not much has changed, but cost estimates based on inflation and construction costs.

**Deliverables:**

- 2 Annual Financial Plan Updates

## 1.5 - Project Schedule and Controls

The CONSULTANT will create, monitor, and update the Project Schedule as part of the Monthly Progress Report process. The schedule will be updated monthly or at any major schedule change.

The following are the anticipated for major milestones for the **20-month timeframe** of the project, subject to the development of the baseline Project Schedule:

### Anticipated Notice to Proceed (NTP) – July 21, 2023

Phase / Deliverables	Duration (weeks)
Project Management Plan	NTP + 2 weeks
Project Schedule	
Kickoff Meeting	
Data Collection (existing data)	NTP + 12 weeks
Traffic Modeling and Scenario Analysis	NTP + 36 weeks
Preliminary Design Sparks Blvd Interchange	NTP + 40 weeks
Intermediate Design: Sparks Blvd Interchange	NTP + 60 weeks
Preliminary Design: Pyramid Connector	NTP +70 weeks
Compatibility Review and NEPA Re-Evaluation	NTP + 80 weeks

The CONSULTANT will be responsible for updating and maintaining the Project Schedule as an exhibit for each Project review meeting. Should significant changes occur that may affect the Project milestones or completion/submittal dates, the CONSULTANT shall promptly submit a revised Project Schedule with summary detailing:

- How the Project will be brought back on schedule, if feasible, or
- Propose change(s) in milestone and Project completion dates if approved target dates are no longer feasible.
- Explanation of the change(s) in writing

The CONSULTANT will maintain and update the design schedule for each Progress Review Meeting every month.

#### Assumptions:

- The project schedule will have a draft and final version.

#### Deliverables:

- Project WBS schedule and monthly updates

### 1.5.1 – Pre-Construction and Construction Schedules

Once the Phasing and Packaging Plan has been completed, the CONSULTANT will produce pre-construction schedules and construction schedules, based on probable timeframes, cost risk

assessment, and funding availability for the overall US395/Pyramid Connector Project. As design is progressed on the Pyramid Highway/Sparks Blvd Interchange, a more detailed pre-construction and construction schedule will be developed based on funding availability and project delivery approach.

**Deliverables:**

- High level schedule for the overall US395/Pyramid Connector Project considering the pre-construction and construction for each phase. (Draft and Final)
- High level schedule for the Pyramid Highway/Sparks Blvd Interchange including finalizing the pre-construction effort and anticipated construction schedule. (Draft and Final)

## 1.6 – Cost Risk Assessment/ Value Engineering

The CONSULTANT will lead the cost and schedule risk assessment process in conjunction with value engineering for the Pyramid Highway/Sparks Blvd Interchange, based on the draft 30% Conceptual Design and Structure Alternatives Analysis and cost estimate. The risk assessment will utilize a process consistent with the NDOT’s Risk-Based Estimating Guidelines. The CONSULTANT will facilitate the risk identification and quantification process, working collaboratively with cost estimators and other subject-matter experts (SMEs) from the RTC, and other team member organizations as necessary. An initial risk assessment is currently envisioned, followed by one (1) subsequent update prior to the end of the Project.

A high-level cost risk assessment will be performed for the entire US395/Pyramid Connector Project, with focus more on project phasing and operations, costs, and funding.

**Deliverables:**

- Technical Memorandum - Summary of Cost and Risk Analysis and Value Engineering Report (Draft & Final)
- Technical Memorandum – Summary of Cost and Risk Analysis (Draft and Final)

## 1.7 - Benefit Cost Analysis

Following the Phasing and Packaging Plan, the CONSULTANT will evaluate each phase and perform a Benefit-Cost Analysis (BCA). BCA is a systematic evaluation of benefits and costs that translates the impacts of investments into monetary terms. The CONSULTANT will leverage the existing BCA tools and methodologies such as Cal-Benefit/Cost (CAL B/C) and will prepare BCA models for each phase under consideration.

The BCA will be developed in accordance with the most recent version of the USDOT’s Benefit-Cost Analysis Guidance for Discretionary Grant Programs, to position Washoe RTC to respond to future competitive federal grant programs.

The CONSULTANT will coordinate with the project team to collect data needed for the preparation of the BCA. The input data for BCA including project costs, traffic analysis data (from VISSIM microsimulation model), operations and maintenance costs (provided by Washoe RTC) and safety data.

Data requirements needed to complete the BCA include:

- Detailed description of proposed improvements
- Tentative project schedule

- Capital costs (including planning, design, ROW, construction)
- Existing and future operations and maintenance costs
- Crash data in GIS format (or similar safety information from safety analysis)
- Traffic data – existing, future no-build, and future build conditions from VISSIM microsimulation traffic analysis:
  - Annual average daily traffic (AADT)
  - Vehicle miles traveled (VMT)
  - Vehicle hours traveled (VHT)
  - Emission productions, if available

The CONSULTANT will identify and quantify benefits for the alternatives and phases/packageing and will calculate the Net Present Value (NPV) and Benefit-Cost Ratio (BCR) for each candidate alternative. All monetized costs and benefits will be adjusted for inflation and converted to real dollar values using a common base year and then discounted using a 7 percent discount rate (and 3 percent discount rate for sensitivity analysis). At a minimum the following major benefit (or disbenefit) categories will be included in the BCA:

- Travel time Savings (or disbenefit)
- Safety Benefits (or disbenefits)
- Vehicle Operating Cost Savings (or disbenefits)
- Environmental impacts, including vehicle emissions.

The CONSULTANT will prepare a technical memorandum that describes the analytical procedure for the BCA and the results. The report will document data inputs, assumptions, parameters, benefits, costs, and summary results, such as NPV and BCR for each candidate alternative.

**Assumptions:**

- 8 – 10 Phases.

**Deliverables:**

- Benefit Cost Analysis Report documenting BCA approach, assumptions, and results (Draft & Final)
- Spreadsheet of the BCA models
- Benefit summary for the alternatives and phases/packageing to include in the NEPA documentation/report.

## 1.8 - Quality Assurance (QA) / Quality Control (QC)

The CONSULTANT is responsible for the accuracy and completeness of the plans, reports and related materials prepared under this contract and, as such, shall check all materials released from the CONSULTANT office accordingly. The CONSULTANT shall have a quality control plan in effect during the entire time work is being performed under this contract. The deliverables shall be reviewed by RTC for conformity with the RTC's procedures, contract terms, and in accordance with this Scope of Services. Non-compliance will be sufficient cause for rejection of the submittal. The CONSULTANT acknowledges that review by RTC does not include detailed review or checking of major components or related details for accuracy.

The CONSULTANT shall submit its Quality Management Plan documenting QA/QC procedures to RTC Project Manager for review and approval within fifteen (15) business days following the Kickoff Meeting. At a minimum, the plan will address:

- Checking procedures, reviewed by the CONSULTANT's QC team members who are not directly involved with the deliverable.
- Methods of monitoring
- Documenting quality control activities

As part of the QA process, the CONSULTANT will provide written confirmation of the internal checking and review to RTC in conjunction with each submitted deliverable. The QC checking documentation will be signed by the CONSULTANT's Project Manager and QA Manager.

**Deliverables:**

- Quality Management Plan (Draft & Final)
- Written confirmation of internal checking and review attached to all documents released by the CONSULTANT.

## 1.9 – Project Delivery Selection Approach (Optional)

CONSULTANT to support the RTC in developing, preparing, and presenting the PDSA documentation and memo for review and acceptance. Work includes coordinating the schedule to complete the PDSA and related workshop with the RTC Project Manager, assigned subject matter experts from CONSULTANT (up to three SMEs), and RTC-assigned technical/management staff.

There will be one workshop in Reno to review and complete the PDSA steps and documentation. The PDSA to be used to 1) establish/document project information; 2) define preliminary project goals, phasing options, challenges, and opportunities; 3) score/rank the delivery methods for the project (to include DB, CMAR, and DBB); and 4) prepare the results and supporting memo for approval.

**Assumptions:**

- CONSULTANT project manager and design lead to provide PDSA background documentation and draft up initial responses to PDSA questions (see PDSA form for needed information).
- The workshop will present the background documentation and develop pre-final PDSA documentation for the project with the RTC.
- The workshop to include development of project goals (if not already completed) and project specific opportunities and challenges.
- Assumes one, 1-day trip to Reno for half-day workshop.
- Revise, review, and finalize the PDSA.

**Deliverables:**

- PDSA Memorandum and Backup Documentation

## 1.10 - Document and File Management

The CONSULTANT will provide a Project Administrator to prepare Project documentation and assist the Project Manager and task leads in completion of Project documentation activities. The purpose of this

task is to do begin an Administrative Record of project decisions and agency communications, to sufficiently document the completion of the NEPA Re-Evaluation.

The CONSULTANT shall maintain a RTC approved project specific website site for the purpose of storing and transferring Project files throughout the life of the Project. The site will include, but not be limited to, all Project documentation and deliverables. The RTC Project Manager and task leads shall have access to the files and may request access rights for other agency representatives, agents, employees, and officials involved with the Project. Provisions will also be made to archive this data.

- File management will continue for 24 months.
- All working files will be updated at regular intervals.
- MicroStation files will be posted in MicroStation CONNECT Edition
- Project Specific Microsoft Teams or ProjectWise Site
- Archive of electronic files
- Hard copy of Project files on a flash drive or external hard drive at Close out
- Regular Administrative document control filing

**Assumptions:**

- CONSULTANT will host the ProjectWise site.

**Deliverables:**

- ProjectWise website dedicated for Project team data and deliverable management.

## 1.11 – Agreement Development and Coordination

The CONSULTANT will coordinate with local agencies, utility companies, and other stakeholders and develop agreements as necessary.

**Assumptions:**

- Coordination with NDOT, City of Sparks, and 2 others TBD, following typical RTC Washoe format.

**Deliverables:**

- Agreements with NDOT, City of Sparks, and 2 others TBD.

## Task 2 – Data Collection

### 2.1 – Existing Data Collection

The CONSULTANT will collect relevant Project data. This data consists of the following, with more detail included in the following subtasks:

Assumed to be available by request from the responsible agency:

- Encroachment permits along the project corridor.
- Project as-builts from corridor projects previously completed.
- Right-of-way verification documentation and CAD files if available
- Geotechnical and Drainage Studies and reports from previous contracts in the project area.
- Maintenance and inspection reports as available within the project limits.

- Utility information
- Land use and socioeconomic data (City of Reno, Sparks, and Washoe County)
- Environmental resource data necessary if a NEPA Re-evaluation is required (NDOW, USFWS, NDEP and other environmental resource agencies)
- Other GIS data, as requested and/or detailed in the follow subtasks.
- Record drainage studies from the RTC, NDOT, and local entities
- Washoe County GIS datasets for hydrologic analysis
- Parcel Data
- 3-foot contours for offsite basin tributary areas (where available)
- Ortho-photos
- Land Use Mapping
- NRCS soils survey data
- FEMA FIS Hydrologic and Hydraulic technical data used in floodplain mapping.
- Water quality investigations and monitoring reports from the RTC and other State and local agencies.
- Any other available relevant Project data/documents that RTC deems necessary for the CONSULTANT to perform the work.

The CONSULTANT shall obtain, review, and make use of available Project data and information including, but not limited to, plans, cost estimates, environmental documents and technical studies, advance planning studies, agreements and other project information provided by the RTC and NDOT. The RTC will assist the CONSULTANT in obtaining any previously conducted studies, work, or data related to the Project.

## 2.2 – Traffic Data

The CONSULTANT shall obtain traffic data at the Pyramid Highway/Sparks Blvd Interchange, the Pyramid Highway/Disc Dr. Intersection, the Dandini Blvd/Spectrum Blvd Roundabout, and the Dandini Blvd/Raggio Pkwy roundabout. The CONSULTANT will obtain bike and pedestrian data at two locations within the project area.

## 2.3 – Right-of-Way and Utility Base Mapping

The CONSULTANT will coordinate with the NDOT's Right-of-Way Division, City of Reno, City of Sparks, and Washoe County to obtain existing right-of-way drawings and utility as-built information. The CONSULTANT will obtain readily available USGS or other local agency GIS files depicting Federal, State, Local, and private property parcel limits. The CONSULTANT will incorporate right-of-way information into a Right-of-Way Base Map.

Utility as-built request letters and project area exhibits will be drafted for RTC distribution to all utility owners within the project limits. The CONSULTANT will incorporate Utility information into a Utility Base Map.

### **Assumptions:**

- RTC will be the primary contact with utility providers.

**Deliverables:**

- Right-of-Way Base Map
- Utility as-built request letters with exhibits
- Utility Base Map

## 2.4 – Geotechnical Background Data Review

The CONSULTANT will review and verify the Draft Geotechnical Feasibility Study (2013), provided by the RTC Washoe, and gather available geotechnical and geological data including information regarding geologic conditions, soils references, pertinent design criteria, as-built plans and develop preliminary estimates for site class and seismic design parameters using American Association of State Highway and Transportation Officials (AASHTO, 2019) 9th Edition LRFD Bridge Design Specifications and the 2008 NDOT Structures Manual.

## 2.5 – Aerial Mapping and Surveying

The CONSULTANT shall review and evaluate the digital terrain model developed as part of the FEIS and determine if the mapping is detailed and extensive enough to identify drainage concerns, possible utility conflicts, design challenges, and right-of-way impacts. The survey should cover all necessary physical elements to ensure accuracy of information for design elements needed to establish footprint of impacts, determine feasibility, and match conditions of improvements. The CONSULTANT shall perform lidar survey of the APE for the Pyramid Highway/Sparks Blvd. Interchange.

**Deliverables:**

- Lidar Mapping of the Pyramid Highway/Sparks Blvd Interchange

## Task 3 - Public Involvement and Stakeholder Outreach

### 3.1 – Public Outreach Plan

The CONSULTANT will author and keep up to date an overall outreach plan for the project covering the intended outreach modes, meetings, and approach to maintaining the project's required public involvement and information aspects. The plan will be submitted to the RTC's Public Involvement Specialist and PIO for review and acceptance. Upon acceptance, the CONSULTANT will maintain and update the plan as applicable throughout the project duration.

Upon completion of the project outreach aspects, the CONSULTANT will compile the full history of public outreach activities, including all planned meeting materials, stakeholder meeting notes, address lists, mailers, attendance records, public comment, etc. and assemble a project public outreach summary.

**Deliverables:**

- Public Outreach Plan (Draft & Final)

### 3.2 – Public Information Meeting

The CONSULTANT's public involvement team will manage two (2) public meetings including one (1) in-person and virtual at the conclusion of necessary NEPA Re-Evaluation and one (1) virtual. If a NEPA Re-



Evaluation is determined to not be necessary, the RTC may at their direction have the public information meeting for the Pyramid Highway/Sparks Blvd Interchange at the 60% design milestone. The team will oversee and coordinate all logistical elements of the meetings, develop a comprehensive public meeting plan, provide staffing, publicity, mailers, flyers, website notification, e-mail, and newspaper advertisements in coordination with the NDOT's Environmental Division, public information, and hearings offices. In addition to notifying residents and businesses within approximately 1-mile of the Project's R/W, the CONSULTANT will research and notify key residential areas, business owners, and stakeholders to ensure all interested parties have ample opportunity to provide feedback and input on the Project. The mailers will be sent to both the property owner and the tenant at the property within a minimum of a one-mile radius of the proposed project area.

The CONSULTANT will develop all meeting materials in coordination with the project team, including a presentation, all exhibits, and handouts. All meeting materials, presentations, exhibits and handouts will be translated and available in Spanish. The CONSULTANT will establish a stakeholder database, which will include local businesses, stakeholders, relevant politicians, and organizations and will be updated throughout the life of the project. The CONSULTANT will provide a Spanish translator and a court reporter. All materials as presented in the public meeting, including Spanish translations, will also be available on the Project website. The CONSULTANT's team will provide a meeting summary within 30 days following the conclusion of each meeting.

The CONSULTANT will be responsible for designing, scheduling, delivering, and paying for all required newspaper publications and media advertising for the project public hearing/meeting, as well as assisting the RTC's public hearings officer and the public information office to disseminate meeting and project information to the media and the public. The CONSULTANT will also place meeting notices in area businesses, public places, and will disseminate meeting information to stakeholder groups as approved by the RTC.

The public meetings will be available online for 30 days on the project website. The CONSULTANT will host, maintain and update the project website, which will be used to host the virtual public meeting. The CONSULTANT will host and maintain a project email to be used for public comment.

Content will mirror what will be available for the in-person meeting component and be translated into Spanish. Strategies will be employed to ensure access to the virtual meeting for technologically disadvantaged individuals and be ADA compliant. The virtual meeting component will include increased digital noticing and targeted social media to help drive users to the project website.

The planning process for the public meeting will begin approximately 10 weeks prior to each meeting. The CONSULTANT will conduct weekly public hearing coordination meetings with RTC and CONSULTANT staff beginning no later than 10 weeks before the scheduled hearing date. These meetings will cover logistics, location, translators, advertising, presentations, and other items related to conducting a successful public hearing.

The CONSULTANT will secure the meeting venue, secure the necessary presentation equipment (Screen, projector, audio system, etc.), seating for attendees, display mounts, and light refreshments (i.e., coffee, water, cookies).

The CONSULTANT will provide four qualified professional support staff including a stenographer, translator, sign-in table attendant and refreshments table attendant who will also be responsible for set up and break down of the meeting room.

Meetings will be held in the Project vicinity. The anticipated meetings are listed below.

- Public Information Meeting #1 (In-Person/Virtual) .....anticipated: TBD Pending NEPA FEIS Compatibility Review
- Public Information Meeting #2 (Virtual).....anticipated: Fall 2024

**Assumptions:**

- All public outreach materials will have draft and final versions and will be reviewed and approved by the RTC’s Public Involvement Specialist prior to public release.

**Deliverables:**

- Public meeting plan, publicity, mailers, flyers, website notification, e-mail, and newspaper advertisements, Spanish translations (Draft & Final)
- Two (2) public meetings, one in-person meeting and one virtual, both include virtual website and corresponding analytics.

### 3.3 – Stakeholder Meetings

The CONSULTANT will proactively engage the public to set up stakeholder outreach meetings. These meetings will include, business owners, community organizations, native tribes, public officials, agency officials, labor organizations, chambers of commerce, schools, first responders, and other affected members of the community. In addition to these, the CONSULTANT will respond to requests for meetings made through other venues such as public meeting comments or the project website.

The CONSULTANT will organize the meeting in coordination with the Project Manager, manage and supply meeting graphics, and document the meeting within 10 business days for the administrative record. Additionally, the CONSULTANT will prepare written comment responses when required within 20 business days.

The CONSULTANT will proactively develop and maintain an outreach contact list for mailing and emailing project stakeholders. The list will be reviewed and updated monthly at a minimum. It will contain mailing addresses as well as email addresses where provided. The CONSULTANT shall use the RTC’s preferred medium and/or template to store the outreach contact list, correspond with the public and stakeholders and to track engagement.

**Deliverables:**

- 10 Meetings, Meeting agendas, minutes, and written comment responses (Draft & Final)
- Project email

- Stakeholder database

### 3.4 – Local Agency Board/Commission Meetings

The CONSULTANT shall produce meeting materials, including presentation, and anticipate being present at the following:

- Four (4) Regional Transportation of Washoe County Commission Meetings
- Two (2) Nevada Department of Transportation Board Meeting
- Two (2) Washoe County Commission Meetings
- Two (2) City of Sparks Council Meetings
- Two (2) City of Reno Council Meetings
- Four (4) Citizen or Neighborhood Advisory Committee Meetings
- Three (3) informal meetings with City of Sparks

### 3.5 – Develop Public Outreach Materials

The CONSULTANT, in conjunction with RTC, will develop collateral materials for public meetings, stakeholder meetings, and for distribution as the Project progresses. These materials include, but are not limited to, handouts describing the Project, purpose and need, alternatives, and resources of concern; comment forms; and project flyer/newsletter. This will be a brief one-page summary of project information, meeting announcements, and status and will be updated 3 times during the Project and distributed via email.

The CONSULTANT, working closely with the RTC Project Manager, will also prepare PowerPoint presentations for public meetings, stakeholder presentations, and RTC updates. The CONSULTANT will provide RTC with all updated PDF files of the material presented at the public information meeting and public hearing for placement on RTC's website.

The CONSULTANT will develop a project logo, which will be subject to RTC edits. This logo will be used on all public outreach materials.

#### **Deliverables:**

- Pdf versions of collateral meeting materials, Power Point presentations (Draft & Final)
- Project logo (Draft & Final)

### 3.6 – Develop Visualizations

The CONSULTANT will develop photo simulations of the proposed improvements (up to a total of ten (10) photo simulations) using drone footage and/or Google Earth and conceptual (2-dimensional) CAD linework as a base to provide a representative visual depiction of the proposed project alternatives (assuming 2 renderings for each bridge pair and 2 special views). The simulations will be prepared after the development of the recommended alternative or alternatives. The 2-dimensional base photos will be enhanced to represent vertical elements and 3-dimensional perspectives more visually realistic. The simulations will be prepared to highlight various project alternative elements for communicating with the public. Elements of focus will include potential visual impacts and alternative comparisons. The level of detail will be conceptual in nature, with minimal texture and shadow/lighting work.

The still renderings will be used to communicate the various improvement options at both public meetings.

**Deliverables:**

- Up to ten (10) Photo Simulations and Renderings (Draft & Final)

### 3.7 – Public Outreach Summary Report

The CONSULTANT will prepare a summary report of all stakeholder and public outreach efforts, building each chapter after each round of outreach and culminating in a comprehensive report at the conclusion of the project. This will be documented in a standalone report, as well as an inventory of meetings and public/stakeholder concerns documented in the report. Each public information meeting will include a summary report to be included in the comprehensive report. The summary report will be delivered to the RTC no longer than 30 days after the public meeting.

**Deliverables:**

- Public Meeting Summary Reports (Draft & Final)

## Task 4 – Traffic Modeling and Analysis

### 4.1 – Traffic Modeling and Analysis

The CONSULTANT will provide traffic engineering services including travel demand modeling and traffic operations analysis for the overall Pyramid Highway/US 395 Connector project. The goal of the traffic modeling and analysis is to provide data-driven decisions to support the packaging and phasing effort and verify FEIS model results for the preferred alternative. A scenario approach will be used to evaluate sequencing of the overall project phases and/or phasing segments.

Traffic modeling and analysis shall be performed in accordance with the current version of the NDOT's Traffic Forecasting and Microsimulation Guidelines. The traffic modeling will be based on the RTC of Washoe County's 2050 TransCAD model (2050 TransCAD Model) and the 2050 Regional Transportation Plan (2050 RTP). For each forecast scenario, forecasts will be developed for one typical weekday AM and one PM peak hour.

The CONSULTANT will evaluate the proposed phasing and identify trigger points when phases will be necessary to be delivered based on operations of the regional network, the potential phases include the following:

- Disc Drive from Pyramid Hwy to Sun Valley Blvd/Clear Acre Ln
- Sun Valley Blvd/Clear Acre Ln to the Parr Blvd Interchange
- Disc Drive from Pyramid Hwy to Parr Blvd Interchange
- The Mountain Ridgeline Corridor

The SERVICE PROVIDER will evaluate the regional network at the Pyramid and McCarran Intersection, US 395/Parr Blvd Interchange, and the US 395/Clear Acre/McCarran Interchange and identify any other possible intersection deficiencies along McCarran Blvd.

#### 4.1.1 - Traffic Forecasting Methodology and Assumptions Memorandum

The CONSULTANT will prepare a Traffic Forecasting Methodology and Assumptions Memorandum for review and approval by the RTC. This document will summarize the data sources, proposed methodology, and the assumptions involved in the traffic forecasting process.

**Deliverable:**

- Traffic Forecasting Methodology and Assumptions Memorandum (Draft & Final)

#### 4.1.2 - Base Year Model Development

The existing base year travel demand model (year 2025) will be reviewed, and adjustments made where necessary to replicate real-world conditions. These adjustments will be focused on the study area and upon roadway network/TAZ centroid connectors. The CONSULTANT shall perform a high-level review of the socioeconomic assumptions within the project study area for both the base year and horizon years, comparing the existing 2035 model with the 2050 model. Review of the socioeconomic assumptions will focus on obvious issues that could dramatically skew model results. No adjustments to land use will be performed; egregious land use issues will be identified and reported to RTC to determine next steps.

#### 4.1.3 - Horizon Years Model Development

It is assumed that the project's construction completion is anticipated in year 2035. 2050 forecasts for the traffic analyses will be based on the adopted 2050 TransCAD Model. These forecasts will be used as the basis for the initial traffic assessment of operating conditions using HCS and SYNCHRO software and following HCM methodologies for volume threshold per lane.

Horizon year base models will be developed using the TransCAD Model's 2035 and 2050 horizon year models. Adjustments to the horizon year models will be made where appropriate based on adjustments to the base year model. Horizon year build models will also be developed for 2035 and 2050. The horizon year model runs to be performed include:

- Opening Year (2035) No-Action (No Build)
- Opening Year (2035) Build
- Design Year (2050) No-Action (No Build)
- Design Year (2050) Build

#### 4.1.4 - Perform NCHRP Post-Processing

The 2035 and 2050 TransCAD Model's daily output volumes will be post-processed using standard industry techniques based on the National Cooperative Highway Research Program (NCHRP) Report 765. These forecasts will be used to identify growth rates along the roadways within the study area. AM and PM peak hour volumes along the roadway network within the study area will be developed by applying growth rates to existing year traffic counts.

Subarea model runs will be performed to develop origin-destination matrices through the study area. The resulting matrices will be adjusted, based on the NCHRP volumes developed in the above step, and provided to the traffic operations analysis team.

#### 4.1.5 - Develop Traffic Forecasts

AM and PM peak hour volume forecasts and matrices will be developed for two scenarios (one [1] No-Action (No Build) and one [1] Build) for the opening year 2035 and two scenarios (one [1] No-Action (No Build) and one [1] Build) for the design year, 2050. All forecasts will be developed per the approved Traffic Forecasting Methodology and Assumptions Memorandum and will be documented in a technical memorandum.

**Deliverable:**

- Traffic Forecasting Memorandum (Draft & Final)

#### 4.1.6 - Microsimulation Modeling

The Highway Capacity Manual 6<sup>th</sup> Edition methodologies will be used for the traffic operations analysis. Operational performance of alternatives/concepts for screening will be analyzed using HCS/SYNCHRO. The optimized traffic signal timings developed from the SYNCHRO models for the preferred alternative will be used as an input to the VISSIM microsimulation models.

The CONSULTANT will develop VISSIM microsimulation models for the Pyramid Highway/Sparks Blvd Interchange, for the area described in the Traffic Modeling and Operational Analysis Methodology Memorandum. The existing year 2023 VISSIM model will be developed and calibrated to ensure reasonable replication of traffic conditions prior to developing the existing conditions results and 2030 and 2050 VISSIM models. The CONSULTANT will develop the following VISSIM models:

1. Base year (2023) AM and PM peak period models, from which existing condition results will be documented.
2. Opening Year 2035 no-action AM and PM peak period models
3. Opening Year 2035 build scenario (only one build scenario) AM and PM peak period models
4. Horizon Year 2050 no-action AM and PM peak period models, and
5. Horizon Year 2050 build scenario (only one build scenario) AM and PM peak period models

**Deliverables:**

- VISSIM Model Calibration Methodology Memorandum (Draft & Final)
- Documentation of the VISSIM analysis and results (Draft & Final)

## Task 5 – Phasing Evaluation and Packaging Plan

The CONSULTANT will utilize existing information and information acquired throughout the project development including traffic modeling and analysis, public and stakeholder input, risk analysis, NEPA compatibility, and other pertinent data to perform an evaluation of the draft phasing plan developed during the FEIS. The CONSULTANT will evaluate and develop a packaging plan, if possible, for the Connector, identified in the FEIS as Phase 3, based on the potential additional phases listed below. The CONSULTANT will analyze resequencing of the phases identified in the FEIS draft phasing plan, any

additional phases identified by the evaluation of the Connector, as well as opportunities to optimize the phases. The phasing evaluation and packaging plan for the US395/Pyramid Highway Connector will need to consider achieving independent utility, estimated costs, schedule, ease of implementation, and funding opportunities.

**Assumptions:**

**The anticipated additional phases may include the following:**

- Disc Drive from Pyramid Hwy to Sun Valley Blvd
- Sun Valley Blvd to the Parr Blvd Interchange
- Disc Drive from Pyramid Hwy to Parr Blvd Interchange
- The Mountain Ridgeline Corridor

**Deliverables:**

- Phasing Evaluation and Packaging Plan (Draft & Final)

## Task 6 – Geotechnical Investigation

### 6.1 – Field Study Plan

The CONSULTANT will prepare a plan for completing the necessary geotechnical investigations and sampling for the Pyramid Highway/Sparks Blvd Interchange. The plan will support regulatory permitting of the anticipated investigation and include the following:

- Summary of existing geotechnical data
- Planned locations and minimum depths for all borings and other exploration points.
- Discussion of the proposed subsurface exploration methods, anticipated exploration equipment, and sampling/field testing methods
- Discussion of proposed/anticipated access needs
- Discussion of the completion or closure of subsurface explorations
- Discussion of anticipated difficult field conditions and potential mitigation strategy

### 6.2 – Geotechnical Field Study

The CONSULTANT will complete the geotechnical field study with the selected exploration and testing subcontractors. Upon review of the Draft Geotechnical Feasibility Study (2013) and any historic/as-built geotechnical data, the number of required soil explorations may be decreased based on the quality of the existing data.

The following is assumed:

- 4 total soil borings (4 abutment borings)

Geophysical testing will be performed at the bridge location to measure the shear wave velocity in the upper 100 feet of the soil profile. This information will be used to determine the seismic site class to be used in the structural design. All field explorations and testing will be overseen by a CONSULTANT field engineer or geologist and findings documented in detailed field notes and exploration logs.



CONSULTANT will coordinate with SHPO and BLM on locations of boring and test pits. CONSULTANT will prepare and submit appropriate permit requests and provide necessary information for permit processing. Permits for boring and test pits must be received prior to any work commencing. The CONSULTANT will secure any necessary encroachment permits, including traffic control plans, and traffic control necessary to perform the borings.

### 6.3 – Laboratory Testing

The CONSULTANT will collect soil, and rock samples if encountered, and delivered to an accredited laboratory for testing. The actual laboratory testing program will be developed as the explorations are completed. Results of the laboratory testing will be included as an appendix in the geotechnical design report and summarized on the boring logs.

### 6.4 – Draft Geotechnical Design Report

The CONSULTANT will prepare a draft geotechnical design report containing the following:

- Summary of the proposed project
- Summary of the geotechnical field study and testing
- Summary of the laboratory testing
- Discussion of Site geologic hazards including liquefaction and lateral spreading
- Discussion of seismic site class and recommended seismic design parameters.
- Recommendations for bridge foundations, retaining walls, and slope stability.

An electronic draft geotechnical design report will be provided for comment to the RTC. Once comments have been received and incorporated into the report a final signed and sealed report will be submitted.

#### **Deliverables:**

- Geotechnical Design Report (Draft & Final)

## Task 7 – 30% Design (Pyramid Highway and Sparks Boulevard/Highland Ranch Interchange and US 395 Pyramid Highway Connector, FEIS Phase 3)

The CONSULTANT will perform all the engineering and design services to develop a 30% design for the Pyramid/Sparks Interchange and the US 395 Pyramid Highway Connector, FEIS Phase 3. The Interchange and the Connector do not have to be designed concurrently, and it is anticipated that the Interchange will precede the Connector. The goal of the preliminary design for the Connector, is to prepare high-level plans, cost estimates, and necessary engineering reports to aid in the planning, potential packaging development, and overall advancement of the Connector. The CONSULTANT shall comply with all requirements referenced in the approved environmental documents and technical studies. Preliminary design and engineering tasks, activities, and deliverables may include, but are not limited to, the following:



## 7.1 – Design Criteria

The CONSULTANT will prepare a design criteria memo listing the guidelines, standards, and geometric design criteria to be used for design speed, lane width, shoulder width, horizontal alignment, vertical alignment, vertical clearance and horizontal clearance.

The CONSULTANT shall follow NDOT standards and federal, state, and locally adopted and accepted criteria for the PROJECT listed below:

- NDOT Standard Plans for Road and Bridge Construction (2022 Edition)
- NDOT Standard Specifications for Road and Bridge Construction (2014 Edition)
- NDOT Drainage Manual
- NDOT Road Design Guide
- NDOT Project Cost Estimation Manual
- NDOT Signals, Lighting, and ITS Design Guide
- NDOT Access Management System and Standards
- NDOT Storm Water Quality Manuals
- NDOT Environmental Services Procedures Guide
- NDOT Special Instructions for Locations CONSULTANTS
- NDOT Planning and Design Guide
- AASHTO A Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- NDOT Project Management Guidelines
- Applicable FHWA design references
- NDOT Structures Manual
- NDOT Right of Way Manual
- NDOT Landscape and Aesthetic Corridor Plans
- AASHTO LRFD Bridge Design Specifications
- AASHTO Guide Specifications for LRFD Seismic Bridge Design
- MUTCD, including Revisions 1 and 2
- Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- Truckee Meadows Regional Drainage Manual

The CONSULTANT will utilize Power Inroads V8i SS2 Version V08.11.07.615 for CAD.

## 7.2 – Data Collection, Field Reviews, and Preliminary Geotechnical Investigation

The CONSULTANT shall perform data collection and field reviews as outlined in Task 2.

## 7.3 – 30% Preliminary Plans

The CONSULTANT shall develop preliminary (30% design) roll-plots showing horizontal and vertical alignments, striping, edge of pavement and interchange ramps. Show on and offsite facilities identified in the Conceptual Drainage Report. Identify locations of preliminary retaining and sound walls, as well as guard rail and barrier rail locations. Establish horizontal geometry necessary to layout improvements and facilities. The CONSULTANT and RTC will participate in a 30% review meeting/workshop approximately four (4) weeks after submitting the plots to the RTC. The CONSULTANT will be responsible for taking notes

and documenting comments and consensus made during the meeting. The comments from the meeting shall be submitted with resolutions prior to the next plan submittal. Designs reviews will be conducted in Bluebeam format.

**Deliverables:**

- 1" = 50' scale roll-plots, of the proposed horizontal and vertical alignments, including mapping, existing utilities, existing right-of-way.
- All plan deliverables will be transmitted to RTC in electronic format (.pdf)

## 7.4 – Structure Type Selection

The CONSULTANT will prepare a Structures Type Selection Report (TSR) for the interchange bridge. The TSR will be developed after geotechnical borings are obtained, and the 30% plans are developed.

The CONSULTANT will review site geotechnical data and work with the project geotechnical engineer to provide recommendations on appropriate and economical foundations.

The TSR will include drawings showing the recommended plan, elevation, and typical section for each alternative. The report will also describe the following:

- Superstructure and Deck selection
- Preliminary analysis and design for the bridge including preliminary seismic evaluation.
- Geotechnical conditions and foundation recommendations
- Aesthetics for potential architectural treatment
- Constructability and staging
- Maintenance and corrosion mitigation
- Bridge Front Sheets
- Preliminary bridge construction quantities and costs

The CONSULTANT will supply a lesser 2–3-page Bridge Type Memo for the remaining bridges on the FEIS Phase 3 connector, with the purpose of identifying probable bridge types and cost estimates, consisting of the following:

- Introduction
- Purpose
- Site Geology and Seismicity
- Alternative Bridge Types Considered
- Feasible types of bridges
- Recommended type of bridge
- Bridge Front Sheets
- Probable estimate of cost

Assumptions: 4 bridges on the Phase 3 Connector

**Deliverables:**

- Type Selection Report for the Pyramid Highway/Sparks Blvd Interchange (Draft & Final)

- Bridge Type Memo for each bridge on the FEIS Phase 3 Connector (Draft & Final)

## 7.5 – Preliminary Drainage Design

The CONSULTANT shall review the Conceptual Drainage Report for the Project and incorporate on and offsite facilities into the Preliminary Roll Plot described in section 7.3 above. Prepare a Project specific Drainage Design Criteria Memorandum to include:

- Acceptable design manuals, circulars, and guidelines
- Acceptable software and calculation methodologies
- Offsite design criteria, based on roadway classification and jurisdiction.
- Onsite design criteria, based on roadway classification and jurisdiction.
- Acceptable standard details and specifications
- Exclusions or limitations in use of standard details or materials
- 30% design level required for drainage deliverables.
- Additional clarifications, as needed, to minimize ambiguity and ensure the CONSULTANT, the RTC, and Project Stakeholders agree on drainage criteria, standards, and deliverable expectations.

### **Deliverables:**

- Drainage Design Criteria Memorandum (Draft & Final)

### 7.5.1 – Drainage Report

The CONSULTANT will review the Conceptual Drainage Report dated September 16, 2011, and update the HEC-HMS hydraulic model as needed to incorporate changes in the basic project configuration from the FEIS. **Deliverables:**

- Drainage report per the current NDOT Drainage Manual (Draft and Final)
- Updated HEC-HMS model

### 7.5.3 – Preliminary Stormwater Project Design Requirements

The CONSULTANT will prepare a Preliminary Stormwater Project Design Requirements in support of the Preliminary Drainage Alternatives Design Report.

### 7.5.4 – Preliminary Drainage Alternatives Design Plans

The CONSULTANT will prepare Preliminary Drainage Design Exhibits in conformance with the Conceptual Plan Submittal requirements as outlined in the NDOT Drainage Manual, Table B-1, NDOT Water Quality Manuals, and as amended in the Drainage Design Criteria Memorandum. These exhibits will include, but are not limited to:

- Preliminary removal limits for existing offsite and onsite drainage facilities
- Existing Right-of-way limits, and conceptual drainage (including permanent BMPs) right-of-way needs.
- Identification of potential major utility conflicts requiring significant coordination efforts
- Identification of areas requiring significant structural, roadway or other design coordination efforts
- Onsite drainage systems and temporary erosion control will not be provided.

**Deliverables:**

- 30% level alternative drainage exhibits, based on the Alternative Analysis and refinements considered, and independent drainage improvements as applicable.

## Task 8 – 60% Design (Pyramid Highway and Sparks Boulevard/Highland Ranch Interchange)

The CONSULTANT will perform all the engineering and design services to develop a 60% design for the Pyramid/Sparks Interchange, incorporating into the plan's information from task 2, task 4, and task items 7.1-7.8. The 60% design submittal will comply with NDOT's 2017 LPA Manual. The objective of the 60% design is to develop an intermediate set of plans that are advanced to a point where all potential right-of-way and utility impacts can be identified. The CONSULTANT shall comply with all requirements referenced in the approved environmental documents and technical studies. 60% design and engineering tasks, activities, and deliverables may include, but are not limited to, the following:

### 8.1 - 60% Design Plans and Geometrics

The CONSULTANT will provide the following on 11"x17" sheet size in electric format (.pdf):

#### 8.1.1 - Title/Location Sketch

- Federal Project Number on every sheet
- Limits of project, limits of construction and proposed control of access.
- Location sketch

#### 8.1.2 - Typical Sections

- Cross section details
- Typical as-constructed and proposed improvement sections
- Structural section design and material application data
- Roadway widths and width transitions
- Roadside designs (slopes, curbs, gutters, dikes, traffic barriers, etc.)

#### 8.1.3 - Plans

- Sound and retaining wall details and locations.
- Pedestrian improvement details and locations
- Beginning and ending stationing limits of each feature
- Horizontal alignments (stationing, curve data, bearings and distances) for all roadways
- Vertical alignments (stationing, curve data and elevations) as appropriate
- Locations for curbs, gutters, dikes, driveways, sidewalk and curb ramps.
- Cut and fill slope limits.
- Lane arrangements (turn lanes, storage lengths, acceleration lanes, deceleration lanes, special use lanes, etc.).
- Intersection and local street modification layouts.
- R/W limits with dimensions to centerline.
- Location of existing and proposed utilities.

- Geometrics Details (channeling islands, curb returns, turn lanes, etc.)
- Removal details
- Proposed roadside objects (traffic barriers, crash cushions, overhead sign structures, utility poles, bridge piers, etc.)
- Avoidance areas as determined by the NEPA process.
- Special details (Same as plan details)
- Completed drawings and notes for non-standard construction details.
- Construction detail sheets with materials and finish schedules
- Pavement Markings
- North Arrow
- Scale

#### 8.1.4 - Landscape and Aesthetics Design

- Landscape layout
- Landscape grading
- Revegetation plans
- Hardscape design including structural treatments, rock mulch, fencing, etc.
- Landscape art/aesthetic features and details
- Irrigation layout, calculations, water source
- Planting and irrigation detail sheets

#### 8.1.5 - Hydraulic Details

- Intermediate design layout of onsite storm drain system including inlets, laterals trunk lines, ditches, etc.
- Cross drainage features and appurtenances including culverts, channels, berms, energy dissipaters, headwalls, etc. including sizes, types, and locations.
- General construction notes.
- Detention basin grading.
- Final easements and right-of-way (temporary and permanent).
- Schematic plan of temporary and permanent erosion control plans.
- Profile view details of storm drains and cross culverts
- Completed profiles for cross drainage features including culverts, channels, major storm drain trunk lines, etc.
- Preliminary storm drain laterals.
- Special Details
- Final temporary and permanent erosion control plans for bridges.

#### 8.1.6 - Structural Design

- Bridge front sheet (profile view)
- Retaining wall and sound wall details
- Sign and signal bridge details
- Horizontal and vertical alignments
- Structure width
- Vertical clearance

#### 8.1.7 - Traffic, Lighting, and ITS

- Guide sign layouts for removals and proposed installations (including sign bridges,

- sign islands, sign structures, etc.) and preliminary sign summaries.
- Signal and lighting plans (including railroad-crossing arms, flashing lights, dynamic message signs, ITS, etc.) are complete.
  - Summary and status of electrical and communication service acquisitions
  - Conduit runs.
  - Pull box locations.

#### 8.1.8 - Signing and Striping

- Signing and striping layouts

#### 8.1.9 - Utilities

- Utility relocation plans
- Utility Agreement and/or letters required for certification.

#### 8.1.10 - Right-of-Way

- Plan sheets showing the right-of-way limits and the areas the project will impact, may be shown on the roadway plan sheets if there is sufficient room otherwise additional plan sheets may be required.

## 8.2 – Estimate of Probable Costs

The CONSULTANT will provide an estimate of probable construction costs based on the 60% design and quantities.

## Task 9 – Right-of-Way Services

The CONSULTANT will perform right-of-way mapping and engineering necessary for setting the right-of-way for the Pyramid/Sparks Interchange improvements and for planning purposes for the Connector. The CONSULTANT will obtain recorded right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans and used as the basis for right-of-way engineering services.

CONSULTANT will perform boundary surveying including preparation of up to 10 legal descriptions and exhibits of impacted parcels. Right-of-way engineering services include, but not limited to, exhibit maps, legal descriptions, and title reports for permanent and/or temporary construction easements on each parcel. The CONSULTANT shall prepare a summary of parcels potentially affected by the Pyramid/Sparks Intersection improvements and by the Connector.

The summary should identify the individual parcels potentially affected, total number, type, approximate acreage, and limits of impact (full or partial).

Deliverables:

- Right-of-way Potential Property Impact Summary (Draft & Final)
- Right-of-way Setting Memorandum (Draft & Final)

## Task 10 – Right-of-Way Utilities

The CONSULTANT will obtain existing utility information, conduct Subsurface Utility Engineering (SUE), perform utility analysis, and determine impacts within the project limits. The right-of-way utilities tasks, activities, and deliverables may include, but are not limited to, the following:

- Field review, data collection, and obtaining existing utility information.
- Perform quality level B SUE
- Conduct utility evaluation and prepare Utility Impact Memo and Matrix
- Task management and utility coordination
- Identify any Right-of-Way impacts due to the relocation of the utilities.
- Prior Rights Exhibit- a report identifying the prior rights on all impacted utilities.
- Right-of-way survey and support

The CONSULTANT will perform a full-length designation (edge of Right-of-Way to edge of Right-of-Way).

### **Deliverables:**

- SUE Report and 30% Utility Impact Memorandum (Draft & Final)
- 30% Utility Impact Matrix (Draft & Final)

### Task 10.1 - Utility Exploration (Optional)

The CONSULTANT will perform utility potholing as necessary to verify locations of underground utilities in the vicinity of the Pyramid Highway/Sparks Blvd Interchange.

### **Assumptions:**

- Up to 10 utility potholes will be performed.

## Task 11 – FEIS Compatibility Review and NEPA Re-Evaluation

### Task 11.1 – NEPA FEIS Compatibility Review

The CONSULTANT will evaluate the any changes to the FEIS ROD based on land use and traffic volumes and work with the RTC project manager, NDOT, and FHWA, with the FHWA as the lead Federal Agency to determine if a re-evaluation of the NEPA FEIS will) be required.

### Task 11.2 - NEPA Re-Evaluation (Optional)

The CONSULTANT will follow the NEPA Re-Evaluation Joint Guidance to perform a written NEPA re-evaluation and perform all necessary environmental studies and services required for the re-evaluation of the FEIS for the Pyramid Highway/US 395 Connection Project. The CONSULTANT will review the affected environment, anticipated impacts, requirements, and/or mitigation measures as documented in the December 2018 Record of Decision (ROD). The re-evaluation will include addressing all resources and issues from the ROD and any new potential environmental impacts of proposed improvements that may be associated with the construction of the Pyramid/Sparks Interchange. The CONSULTANT shall coordinate the NEPA re-evaluation efforts with the RTC project manager, NDOT, and FHWA, with FHWA

as the lead Federal Agency. The CONSULTANT will also perform all public involvement deemed necessary during the NEPA re-evaluation.

The CONSULTANT will perform a FEIS/ROD compatibility review after the completion of the preliminary design for the Connector. The objective of the compatibility review is to verify compliance of the preliminary design with the FEIS/ROD for the Pyramid Highway/US 395 Connection Project. The CONSULTANT will identify any risks to compliance posed by preliminary design.

**Assumptions:**

- Possible NEPA Re-Evaluation triggers would result from land use changes and traffic volume changes.
- Possible environmental impacts will not vary greatly from the original FEIS and minimal additional studies will be necessary.

**Deliverables:**

- Re-Evaluation of the Pyramid Highway/Sparks Blvd Interchange





**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, Washoe County, City of Reno and City of Sparks including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received 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, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

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

Any deductibles or self-insured retentions that exceed \$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.

### **14. NETWORK SECURITY AND PRIVACY LIABILITY**

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

### **15. CRIME INSURANCE**

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

## **Exhibit D**

### Federally Required Clauses

#### **1. PROMPT PAYMENT PROVISION**

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

#### **2. NONDISCRIMINATION**

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

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

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

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

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



Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

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

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

### **3. AFFIRMATIVE ACTION IN EMPLOYMENT**

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

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

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

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

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

E. CONSULTANT shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

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

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

#### 5. **INTEREST OF PUBLIC OFFICIALS**

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

#### 6. **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

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

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

- (1) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are

treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

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

## **7. INELIGIBLE CONSULTANTS**

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

## **8. NOTICE OF FEDERAL REQUIREMENTS**

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

## **9. THIRD-PARTY RIGHTS**

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

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

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit

all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

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

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

#### **11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

#### **12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

### **13. COMPLIANCE WITH FEDERAL LOBBYING POLICY**

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

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

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

### **14. REPORTING REQUIREMENTS**

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

## Exhibit E

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

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

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

## **Exhibit F**

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

### **Pertinent Non-Discrimination Authorities:**

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



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

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.4.5

To: Regional Transportation Commission

From: Michele Payne, Property Agent

**SUBJECT: Resolution of Condemnation for Steamboat Parkway Improvement Project**

**RECOMMENDED ACTION**

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire one (1) fee simple acquisition, one (1) public utility easement, and one (1) temporary construction easement on Assessor Parcel Numbers 140-870-03 and 140-870-09 from Esplanade at Damonte Ranch Homeowners Association, which are necessary to construct the Steamboat Parkway Improvement project.

**BACKGROUND AND DISCUSSION**

The purpose of the project is to construct intersection and roadway improvements along Steamboat Parkway between Damonte Ranch Parkway and Veterans Parkway. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in early 2024.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated December 9, 2020, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire a fee simple right-of-way acquisition, a public utility easement, and a temporary construction easement on Assessor Parcel Numbers 140-870-03 and 140-870-09.

The owner of record is the Esplanade at Damonte Ranch Homeowners Association. RTC has been working with the homeowners association to purchase the property interests. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to allow RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to reach a resolution. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

---

**FISCAL IMPACT**

The costs to acquire the property rights have been budgeted; however, the actual fiscal impact cannot be determined at this time.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

## **RESOLUTION OF CONDEMNATION**

**WHEREAS**, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

**WHEREAS**, the RTC approved the FY 2022 Program of Projects for the Regional Street & Highway Program, which included the Steamboat Parkway Improvement project as part of its TE Spot Intersection Improvements (the “Project”);

**WHEREAS**, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC, and the City of Reno dated December 9, 2020, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Project; and

**WHEREAS**, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

**WHEREAS**, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is Esplanade at Damonte Ranch Homeowners Association.

**NOW, THEREFORE, BE IT RESOLVED**, that the RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: one (1) fee simple acquisition, one (1) public utility easement, and one (1) temporary construction easement on Assessor Parcel Numbers 140-870-03 and 140-870-09, as described and depicted in the attachments hereto (the “Property Interests”).
2. That RTC staff has previously contacted the owner(s) about the Property Interests. While there have been discussions, proposals and offers made, all efforts to reach a mutually acceptable agreement for the acquisition of the Property Interests through purchase have been unsuccessful to date.
3. That the Property Interests to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.
4. That the Property Interests described herein are necessary for such public use.

5. By certified mail sent on August 29, 2023, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Interests of the above referenced owner(s) has been given as required by NRS 241.034.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Interests.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Interests.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Interests for the construction of the Project, upon complying with conditions imposed by law.

**PASSED, ADOPTED AND APPROVED** on September 15, 2023.

---

Ed Lawson, Chair  
Regional Transportation Commission of Washoe County

## **EXHIBIT "A"**

### **RIGHT-OF-WAY ACQUISITION**

All that certain real property situate within a portion of the Southwest One-Quarter (SW1/4) of Section 15, Township 18 North, Range 20 East, M.D.M., Washoe County, State of Nevada, also being a portion of Common Element A of Tract Map No. 4715, recorded October 19, 2006 as File No. 3452613, Official Records of Washoe County, State of Nevada, being more particularly described as follows:

**COMMENCING** at the southwesterly corner of Common Element B of said Tract Map No. 4715, also being a point on the easterly right-of-way line of Veterans Parkway;

**THENCE** along said easterly right-of-way line, North 08°27'03" West, 451.83 feet to the **POINT OF BEGINNING**;

**THENCE** continuing along said easterly right-of-way line, North 08°27'03" West, 162.36 feet;

**THENCE** 42.35 feet along the arc of a curve to the right, tangent to the previous course, having a radius of 40.00 feet, and through a central angle of 60°39'50" to a point on the southerly right-of-way line of Steamboat Parkway;

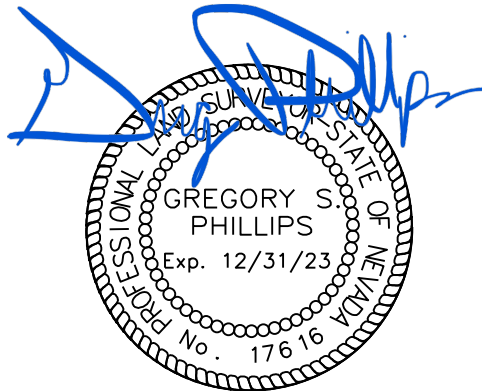
**THENCE** departing said southerly right-of-way line, the following eight (8) courses, distances and arcs:

1. from a radial bearing of North 52°10'21" West, 18.63 feet along the arc of a curve to the left, having a radius of 43.50 feet, and through a central angle of 24°32'35";
2. South 76°42'55" East, 5.50 feet;
3. from a radial bearing of North 76°42'55" West, 14.42 feet along the arc of a curve to the left, having a radius of 38.00 feet, and through a central angle of 21°44'08";
4. South 08°27'03" East, 3.00 feet;
5. South 81°32'57" West, 5.50 feet;
6. South 08°27'03" East, 97.01 feet;
7. 12.38 feet along the arc of a curve to the right, tangent to the previous course, having a radius of 106.50 feet, and through a central angle of 06°39'43";
8. South 01°47'20" East, 53.80 feet to the **POINT OF BEGINNING**.

Containing 1,191 square feet, more or less.

The Basis of Bearings for this description the Nevada Coordinate System of 1983, West Zone, NAD 83/94, modified to ground using the combined scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.



03-07-23

Prepared by:

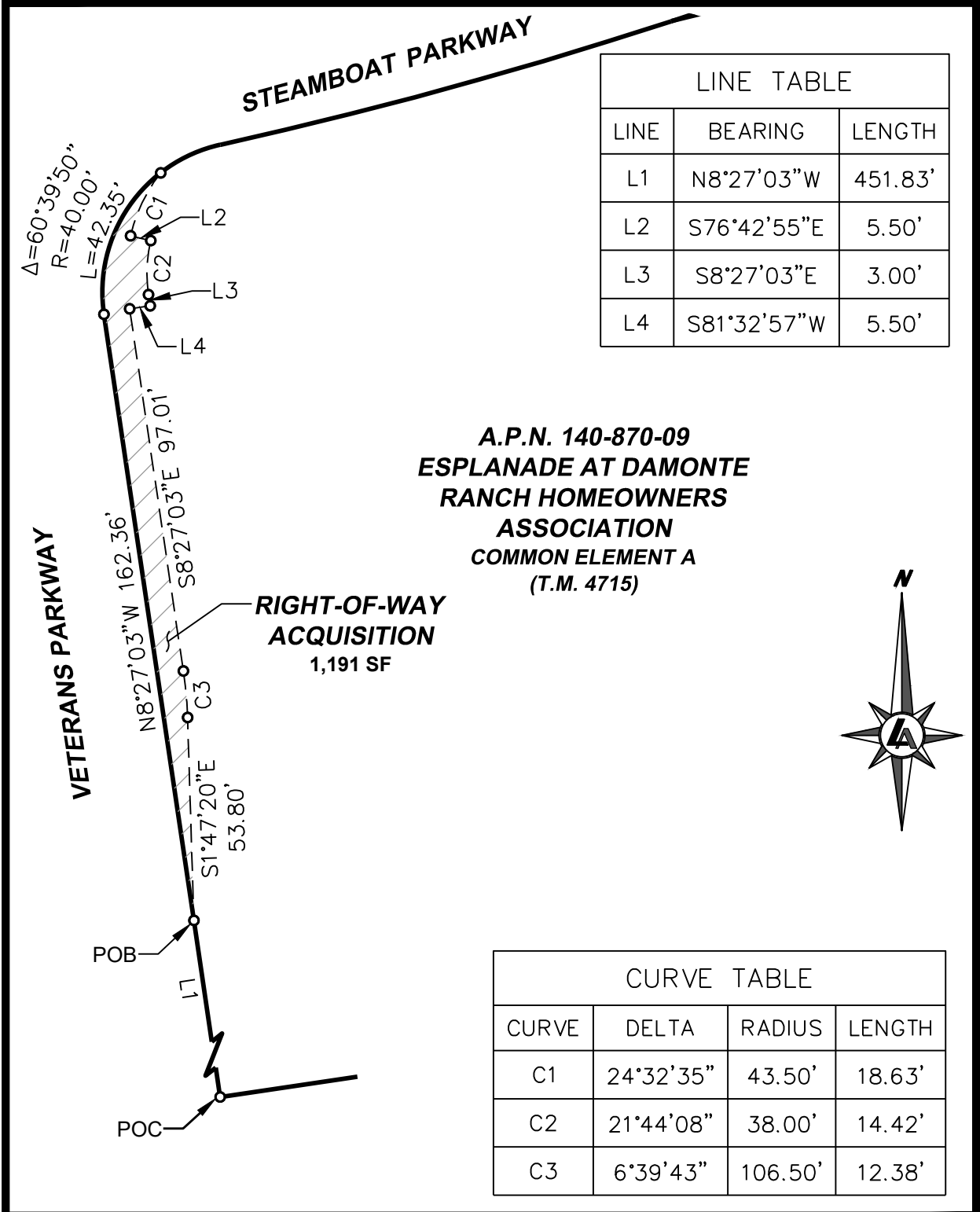
**Lumos & Associates, Inc.**

Gregory S. Phillips, P.L.S. 17616

950 Sandhill Road

Suite 100

Reno, NV 89521



LINE TABLE		
LINE	BEARING	LENGTH
L1	N8°27'03"W	451.83'
L2	S76°42'55"E	5.50'
L3	S8°27'03"E	3.00'
L4	S81°32'57"W	5.50'

**A.P.N. 140-870-09**  
**ESPLANADE AT DAMONTE**  
**RANCH HOMEOWNERS**  
**ASSOCIATION**  
**COMMON ELEMENT A**  
**(T.M. 4715)**

**RIGHT-OF-WAY**  
**ACQUISITION**  
 1,191 SF



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	24°32'35"	43.50'	18.63'
C2	21°44'08"	38.00'	14.42'
C3	6°39'43"	106.50'	12.38'

**LUMOS**  
 & ASSOCIATES   
 950 SANDHILL ROAD  
 SUITE 100  
 RENO, NEVADA 89521  
 TEL (775) 827-6111

**EXHIBIT "B"**  
**RIGHT-OF-WAY ACQUISITION**  
**COMMON ELEMENT A ON TRACT MAP NO. 4715**  
**PORTION OF SW ¼ OF SEC. 15, T18N, R20E, M.D.M.**  
**WASHOE COUNTY NEVADA**

Date: 02/2023  
 Scale: 1" = 40'  
 Job No: 10457.000  
 Drawn By: DMS



## EXHIBIT "A" PUBLIC UTILITY EASEMENT

All that certain real property situate within a portion of the Southwest One-Quarter (SW1/4) of Section 15, Township 18 North, Range 20 East, M.D.M., Washoe County, State of Nevada, also being portions of Common Element A, Common Element B and Common Element I of Tract Map No. 4715, recorded October 19, 2006 as File No. 3452613, Official Records of Washoe County, State of Nevada, being more particularly described as follows:

**BEGINNING** at the southwesterly corner of Common Element B of said Tract Map No. 4715, also a point on the easterly right-of-way line of Veterans Parkway;

**THENCE** along said easterly right-of-way line, North 08°27'03" West, 451.83 feet;

**THENCE** departing said easterly right-of-way line, the following eight (8) courses, distances and arcs:

1. North 01°47'20" West, 53.80 feet;
2. 12.38 feet along the arc of a curve to the left, tangent to the previous course, having a radius of 106.50 feet, and through a central angle of 06°39'43";
3. North 08°27'03" West, 97.01 feet;
4. North 81°32'57" East, 5.50 feet;
5. North 08°27'03" West, 3.00 feet;
6. 14.42 feet along the arc of a curve to the right, tangent to the previous course, having a radius of 38.00 feet, and through a central angle of 21°44'08";
7. North 76°42'55" West, 5.50 feet;
8. from a radial bearing of North 76°42'55" West, 18.63 feet along the arc of a curve to the right, having a radius of 43.50 feet, and through a central angle of 24°32'35" to a point on the southerly right-of-way line of Steamboat Parkway;

**THENCE** along said southerly right-of-way line, from a radial bearing of North 37°48'00" West, 13.42 feet along the arc of a curve to the right, having a radius of 40.00 feet, and through a central angle of 19°13'20";

**THENCE** departing said southerly right-of-way line, South 34°23'57" East, 1.98 feet;

**THENCE** from a radial bearing of North 34°23'57" East, 7.37 feet along the arc of a curve to the right, having a radius of 38.00 feet, and through a central angle of 11°07'06" to a point on said southerly right-of-way line;

**THENCE** along said southerly right-of-way line, from a radial bearing of South 12°44'40" East, 11.73 feet along the arc of a curve to the right, having a radius of 1299.00 feet, and through a central angle of 00°31'03";

**THENCE** departing said southerly right-of-way line, the following nine (9) courses, distances and arcs:

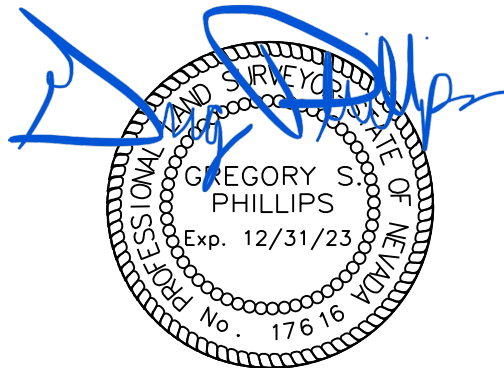
1. South 13°15'43" East, 3.89 feet;
2. South 76°56'31" West, 5.00 feet;
3. 49.93 feet along the arc of a curve to the left, tangent to the previous course, having a radius of 33.50 feet, and through a central angle of 85°23'34";
4. South 08°27'03" East, 100.01 feet;
5. 13.55 feet along the arc of a curve to the right, tangent to the previous course, having a radius of 116.50 feet, and through a central angle of 06°39'43";
6. South 01°47'20" East, 83.18 feet;
7. 9.71 feet along the arc of a curve to the left, tangent to the previous course, having a radius of 83.50 feet, and through a central angle of 06°39'43";
8. South 08°27'03" East, 296.23 feet;
9. South 05°51'38" East, 115.69 feet to a point on the southerly line of said Common Element B;

**THENCE** along said southerly line, South 81°32'57" West, 0.73 feet to the **POINT OF BEGINNING**.

Containing 4,508 square feet, more or less.

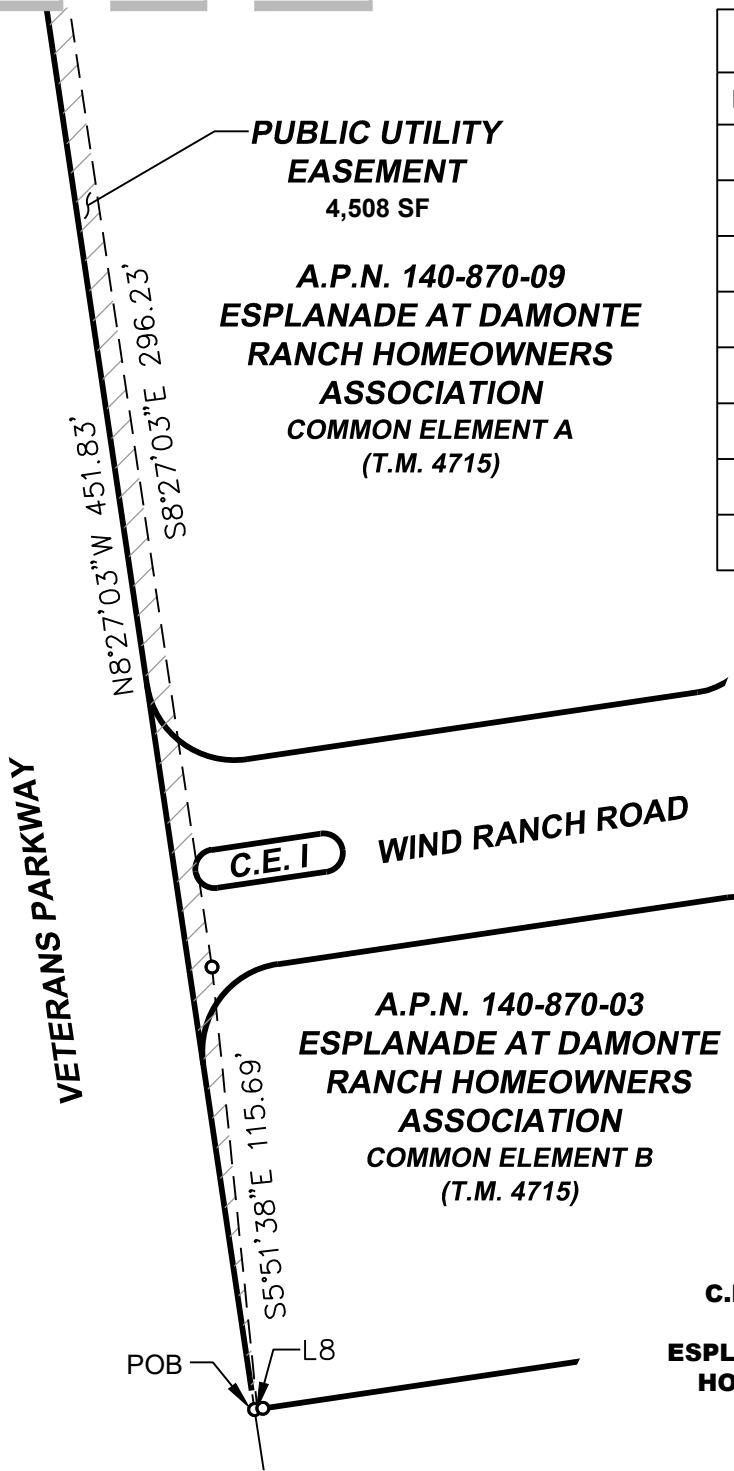
The Basis of Bearings for this description the Nevada Coordinate System of 1983, West Zone, NAD 83/94, modified to ground using the combined scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

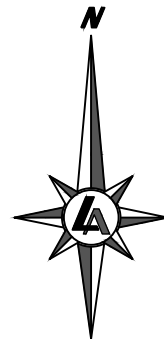


Prepared by:  
**Lumos & Associates, Inc.**  
Gregory S. Phillips, P.L.S. 17616  
950 Sandhill Road  
Suite 100  
Reno, NV 89521

03/20/23



LINE TABLE		
LINE	BEARING	LENGTH
L1	N1°47'20\"W	53.80'
L2	N81°32'57\"E	5.50'
L3	N8°27'03\"W	3.00'
L4	N76°42'55\"W	5.50'
L5	S34°23'57\"E	1.98'
L6	S13°15'43\"E	3.89'
L7	S76°56'31\"W	5.00'
L8	S81°32'57\"W	0.73'



**C.E. I = COMMON ELEMENT I  
A.P.N. 140-871-19  
ESPLANADE AT DAMONTE RANCH  
HOMEOWNERS ASSOCIATION  
(T.M. 4715)**

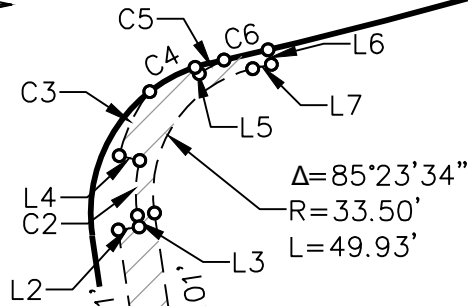
**LUMOS**  
& ASSOCIATES   
950 SANDHILL ROAD  
SUITE 100  
RENO, NEVADA 89521  
TEL (775) 827-6111

**EXHIBIT "B"  
PUBLIC UTILITY EASEMENT  
COMMON ELEMENT A OF TRACT MAP NO. 4715  
PORTION OF SW ¼ OF SEC. 15, T18N, R20E, M.D.M.  
WASHOE COUNTY NEVADA**

Date: 03/2023  
Scale: 1" = 50'  
Job No: 10457.000  
Drawn By: DMS



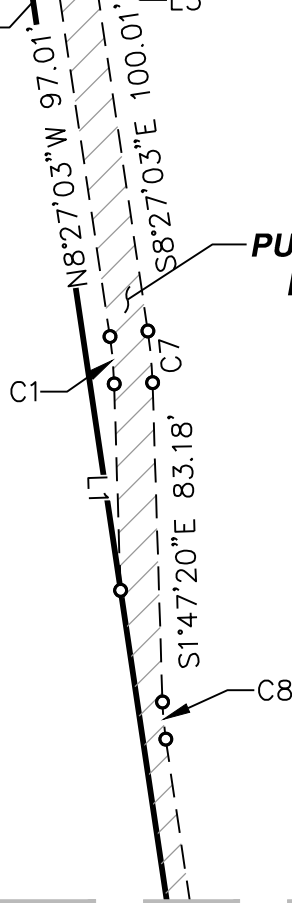
**STEAMBOAT PARKWAY**



**A.P.N. 140-870-09  
ESPLANADE AT DAMONTE  
RANCH HOMEOWNERS  
ASSOCIATION  
COMMON ELEMENT A  
(T.M. 4715)**

**PUBLIC UTILITY  
EASEMENT  
4,508 SF**

**VETERANS PARKWAY**



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	6°39'43"	106.50'	12.38'
C2	21°44'08"	38.00'	14.42'
C3	24°32'35"	43.50'	18.63'
C4	19°13'20"	40.00'	13.42'
C5	11°07'06"	38.00'	7.37'
C6	0°31'03"	1299.00'	11.73'
C7	6°39'43"	116.50'	13.55'
C8	6°39'43"	83.50'	9.71'

**SHEET 1**

SHEET 2 OF 2

**LUMOS & ASSOCIATES**  
950 SANDHILL ROAD  
SUITE 100  
RENO, NEVADA 89521  
TEL (775) 827-6111

**EXHIBIT "B"  
PUBLIC UTILITY EASEMENT  
COMMON ELEMENT A OF TRACT MAP NO. 4715  
PORTION OF SW ¼ OF SEC. 15, T18N, R20E, M.D.M.  
WASHOE COUNTY NEVADA**

Date: 03/2023  
Scale: 1" = 50'  
Job No: 10457.000  
Drawn By: DMS

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**

All that certain real property situate within a portion of the Southwest One-Quarter (SW1/4) of Section 15, Township 18 North, Range 20 East, M.D.M., Washoe County, State of Nevada, also being portions of Common Element A, Common Element B and Common Element I of Tract Map No. 4715, recorded October 19, 2006 as File No. 3452613, Official Records of Washoe County, State of Nevada, being more particularly described as follows:

**COMMENCING** at the southwesterly corner of said Common Element B, also being a point on the easterly right-of-way line of Veterans Parkway;

**THENCE** along the southerly line of said Common Element B, North 81°32'57" East, 0.73 feet to the **POINT OF BEGINNING**;

**THENCE** departing said southerly line, the following nine (9) courses, distances and arcs:

1. North 05°51'38" West, 115.69 feet;
2. North 08°27'03" West, 296.23 feet;
3. 9.71 feet along the arc of a curve to the right, tangent to the previous course, having a radius of 83.50 feet, and through a central angle of 06°39'43";
4. North 01°47'20" West, 83.18 feet;
5. 13.55 feet along the arc of a curve to the left, tangent to the previous course, having a radius of 116.50 feet, and through a central angle of 06°39'43";
6. North 08°27'03" West, 100.01 feet;
7. 49.93 feet along the arc of a curve to the right, tangent to the previous course, having a radius of 33.50 feet, and through a central angle of 85°23'34";
8. North 76°56'31" East, 5.00 feet;
9. North 13°15'43" West, 3.89 feet to a point on the southerly right-of-way line of Steamboat Parkway;

**THENCE** along said southerly right-of-way line, from a radial bearing of South 13°15'43" East, 10.01 feet along the arc of a curve to the left, having a radius of 1299.00 feet, and through a central angle of 00°26'30";

**THENCE** departing said southerly right-of-way line, the following ten (10) courses and distances:

1. South 35°06'23" West, 55.00 feet;
2. South 08°27'03" East, 204.64 feet;
3. South 81°32'57" West, 8.54 feet;
4. South 08°27'03" East, 135.10 feet;

5. North 81°32'57" East, 8.54 feet;
6. South 08°27'03" East, 106.88 feet;
7. North 81°19'34" East, 9.92 feet;
8. South 08°49'11" East, 61.76 feet;
9. South 81°10'49" West, 10.32 feet;
10. South 08°27'03" East, 107.91 feet to the **POINT OF BEGINNING**.

Containing 10,154 square feet, more or less.

The Basis of Bearings for this description the Nevada Coordinate System of 1983, West Zone, NAD 83/94, modified to ground using the combined scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.



03-07-23

Prepared by:

**Lumos & Associates, Inc.**

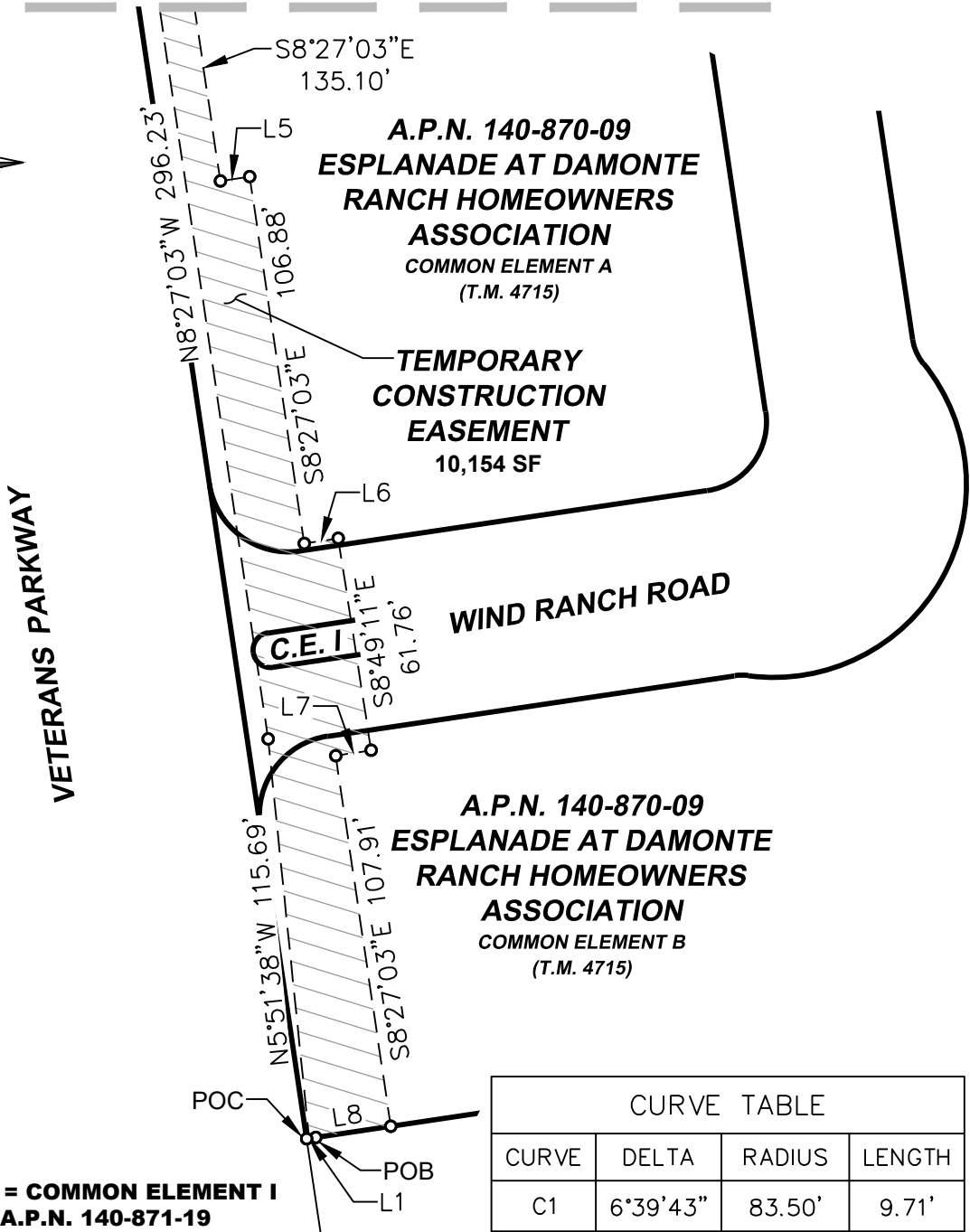
Gregory S. Phillips, P.L.S. 17616

950 Sandhill Road

Suite 100

Reno, NV 89521

**SHEET 2**



**C.E. I = COMMON ELEMENT I  
A.P.N. 140-871-19  
ESPLANADE AT DAMONTE RANCH  
HOMEOWNERS ASSOCIATION  
(T.M. 4715)**

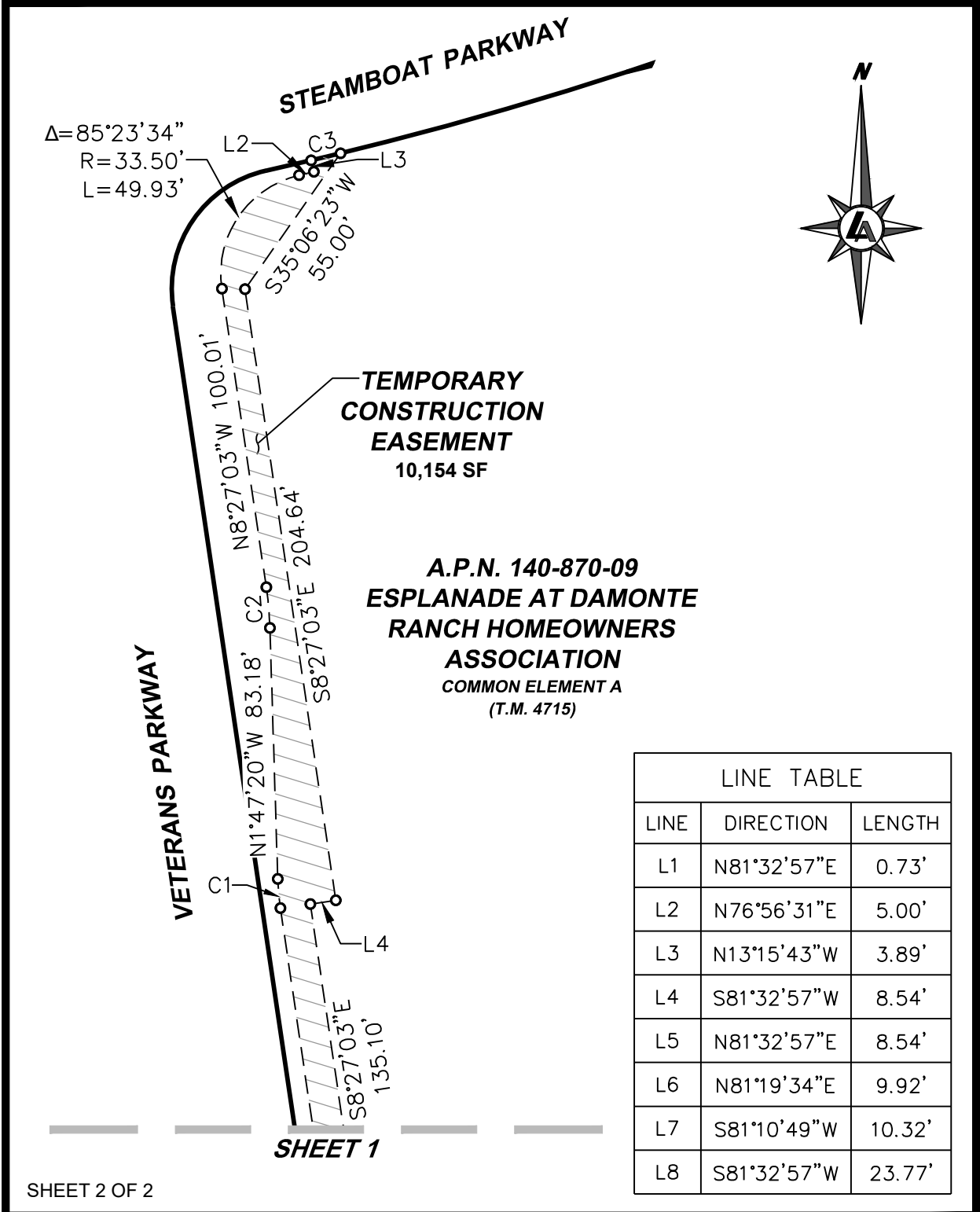
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	6°39'43"	83.50'	9.71'
C2	6°39'43"	116.50'	13.55'
C3	0°26'30"	1299.00'	10.01'

SHEET 1 OF 2

**LUMOS & ASSOCIATES**  
 950 SANDHILL ROAD  
 SUITE 100  
 RENO, NEVADA 89521  
 TEL (775) 827-6111

**EXHIBIT "B"**  
**TEMPORARY CONSTRUCTION EASEMENT  
 COMMON ELEMENTS A & B  
 OF TRACT MAP NO. 4715**  
**PORTION OF SW ¼ OF SEC. 15, T18N, R20E, M.D.M.  
 WASHOE COUNTY NEVADA**

Date: 02/2023  
 Scale: 1" = 50'  
 Job No: 10457.000  
 Drawn By: DMS



**SHEET 1**

SHEET 2 OF 2

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N81°32'57"E	0.73'
L2	N76°56'31"E	5.00'
L3	N13°15'43"W	3.89'
L4	S81°32'57"W	8.54'
L5	N81°32'57"E	8.54'
L6	N81°19'34"E	9.92'
L7	S81°10'49"W	10.32'
L8	S81°32'57"W	23.77'

**LUMOS**  
 & ASSOCIATES  
 950 SANDHILL ROAD  
 SUITE 100  
 RENO, NEVADA 89521  
 TEL (775) 827-6111

**EXHIBIT "B"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**COMMON ELEMENTS A & B**  
**OF TRACT MAP NO. 4715**  
**PORTION OF SW ¼ OF SEC. 15, T18N, R20E, M.D.M.**  
**WASHOE COUNTY NEVADA**

Date: 02/2023  
 Scale: 1" = 50'  
 Job No: 10457.000  
 Drawn By: DMS





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item:** 4.5.1

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

**SUBJECT: Purchase of ten (10) Ram ProMaster FlexRIDE/ACCESS vehicles from State of Nevada Master Agreement No. 99SWC-S1495**

**RECOMMENDED ACTION**

Approve a contract with RO Truck & Equipment, LLC, for the purchase of ten (10) Ram ProMaster FlexRIDE/ACCESS vehicles utilizing the State of Nevada Master Agreement # 99SWC-S1495, in an amount not-to-exceed \$1,492,575.

**BACKGROUND AND DISCUSSION**

In FY 2024, RTC budgeted for the purchase of ten (10) FlexRIDE/ACCESS vehicles. These will replace current fleet vehicles that are at the end of their useful life.

**FISCAL IMPACT**

Federal funding for these vehicles is included in the FY2024 budget.

**PREVIOUS BOARD ACTION**

There has been no previous action on this item.

---

**PURCHASE AGREEMENT**

**FOR DODGE PROMASTERS**

**Between**

**Regional Transportation Commission  
of Washoe County**

**and**

**RO Truck & Equipment, LLC DBA RO Bus Sales**

**September 15, 2023**

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Sample

This Transit Vehicle Purchase Agreement (Agreement) for 2023 Ram ProMaster 159” Vans is made and entered into on September 15 by and between the Regional Transportation Commission of Washoe County, Nevada (RTC) and RO Truck & Equipment, LLC DBA RO Bus Sales (Contractor) (collectively, the Parties), a corporation authorized to do business in the State of Nevada that is manufacturing and supplying the Vans. This Agreement implements the purchase of vehicles off of the State of Nevada Master Agreement # 99SWC-S1495.

## **ARTICLE 1 -- INTRODUCTORY PROVISIONS**

### **SEC. 101      DEFINITIONS**

As used in this Agreement, the term –

(1)      **"Acceptance"** means written documentation executed by the RTC evidencing the RTC's determination that a particular Vehicle, provided by the Contractor under this Agreement has been completed and delivered in full conformance with all requirements and provisions in the Technical Specifications and the other Contract Documents, and has been determined to be in acceptable operating condition under the Acceptance testing procedures described in Appendix C.

(2)      **"Agreement"** means this written Agreement executed by the RTC and the Contractor which sets forth the rights and obligations of the Parties.

(3)      **"Change Notice"** means a document issued by the RTC to the Contractor specifying a proposed change to the Work or to the Contract Documents, and directing the Contractor to provide, at Contractor's expense, price and/or other information relating to that change within the time specified in the notice. Unless otherwise expressly stated on its face, a Change Notice is a proposal which may result in a Change Order.

(4)      **"Change Order"** means an order executed by the RTC and issued to the Contractor modifying the Work, the Technical Specifications, or the other Contract Documents. The Change Order establishes the basis for any adjustments in Contract Price or Contract Time resulting from the change, and becomes a part of the Contract Documents upon execution by the Parties or issuance by the RTC, as the case may be.

(5)      **"Contract Amendment"** means a document signed by duly authorized representatives of each Party that changes or modifies this Agreement.

(6)      **"Contract Documents"** means the documents identified in Section 103 which collectively constitute the obligations of the Contractor.

(7) **"Contract Milestone"** or **"Milestone"** means an established event or occurrence that is a key element of the Critical Path Schedule as specified in Section 205 of this Agreement.

(8) **"Contract Price"** means the total compensation to be paid to the Contractor by the RTC, as set forth in Section 301 of this Agreement.

(9) **"Contract Time"** means the number of calendar days provided to the Contractor for completion of the Work to be performed under this Agreement, including any authorized extensions of time.

(10) **"Contractor"** means RO Bus Sales and includes any subsidiary, affiliate, or parent company thereof to which RO Bus Sales assigns, transfers, or delegates in writing the obligation to perform all or any portion of the Work; provided that RO Bus Sales shall remain responsible (notwithstanding any such assignment, transfer, or delegation) for the full performance of this Agreement and compliance with the Contract Documents.

(11) **"Critical Path Schedule"** means the schedule developed by the Contractor and agreed upon by the RTC for the performance of the Work, setting forth the specific tasks to be performed, including but not limited to the Contract Milestones, and establishing the schedule for the completion of each such task. The Critical Path Schedule is set forth in Appendix B.

(12) **"Days"** means calendar days; provided that where the term "business days" is used, it means Monday-Friday, excluding Federal holidays.

(13) **"Executive Director"** means the Executive Director of the RTC or the person designated in writing to carry out the Executive Director's rights or obligations under this Agreement.

(14) **"First Article Vehicle"** means the first Vehicle to complete testing, production, and delivery to the RTC.

(15) **"Fleet Defect"** means a failure or defect in the same component, part, or system in twenty percent (20%) or 2 of the 10 Vehicles supplied under this Agreement.

(16) **"Force Majeure"** means acts of God, flood, war, terrorism, epidemic, natural disaster, commandeering of raw materials, plants, or facilities by the Government; or other similar unanticipated and unforeseeable event beyond the control of the Contractor which was not due to any act or omission of the Contractor and which could not have been avoided by due diligence and use of reasonable efforts by the Contractor. The term "Force Majeure" does not include changes in law or strikes, lockout or work stoppages involving the

Contractor's employees or personnel or the employees or personnel of the Contractor's suppliers, sub-suppliers, Subcontractors, or shippers.

(17) **"Governing Body"** means the Board of Commissioners of the RTC.

(18) **"Inspector"** means the RTC's authorized representative with responsibility for reviewing and monitoring the Contractor's production and manufacturing processes, observing testing performed by the Contractor, conducting inspections and testing, and confirming the Contractor's compliance with the requirements of the Technical Specifications and other Contract Documents.

(19) **"Key Personnel"** means the Contractor's Project Manager, Manager of Design/Engineering, Manager of Quality Control, and Manager of Production, or equivalent positions.

(20) **"Materials"** includes equipment, material, components, subcomponents, assemblies, subassemblies, products, supplies, and articles incorporated in the Work or otherwise used or furnished by the Contractor in performing this Agreement.

(21) **"Notice of Termination"** means written notice from the RTC to the Contractor and its Surety terminating the Agreement completely or partially, either for convenience of the RTC or for default due to the Contractor's failure to perform its contractual obligations, pursuant to Sections 230 or 232 of this Agreement.

(22) **"Notice to Proceed"** or **"NTP"** means written notice from the RTC to the Contractor that authorizes the Contractor to proceed with the Work.

(23) **"Parties"** means the RTC and the Contractor.

(24) **"Product Data"** means drawings, plans, procedures, performance charts, instructions, brochures, warnings, and other information furnished by the Contractor to the RTC to illustrate or explain the assembly, production, installation, maintenance, or operation of the Vehicles, or other elements of the Work.

(25) **"Project"** means the RTC project funded by the Federal Transit Administration to acquire Vans.

(26) **"Project Site"** means the facilities and other property of the RTC where Work will be furnished, delivered, or performed under this Agreement.

(27) **"Project Manager"** means the Contractor's executive representative who is designated to direct the activities of the Contractor under this Agreement and to receive and carry out instructions from the RTC.

(28) **"Ready-to-Use"** means complete and fully operational with all materials, systems, and components incorporated.

(29) **"RTC"** or **"Regional Transportation Commission"** or **"Commission"** means the Regional Transportation Commission of Washoe County, Nevada. The rights and obligations of the RTC under this Agreement shall be carried out by the Executive Director or his or her designee.

(30) **"Samples"** means physical examples, which illustrate Materials, fixtures, and workmanship and which establish standards by which the Work may be judged to assess conformity with this Agreement and the other Contract Documents.

(31) **"Service Contractor"** means the entity responsible for the operation and maintenance of the RTC's fixed route or paratransit system in Washoe County, Nevada, pursuant to a contract with the RTC.

(32) **"State"** means the State of Nevada, U.S.A.

(33) **"Subcontractor"** means any individual, partnership, firm, corporation, or joint venture that contracts with the Contractor to furnish or supply services, labor, subsystems, components, or materials under this Agreement.

(34) **"Technical Specifications"** means the specifications for the Vehicles set forth in Appendix A of this Agreement that set forth the detail of the Work, including design, performance, material, testing, methods of manufacture, and other requirements of this Agreement.

(35) **"Vehicles"** means the ten (10) Vans (2023 Ram ProMaster 159") to be supplied by the Contractor under this Agreement and as more specifically described in the Vehicle Specifications in Appendix A.

(36) **"Work"** means the Vehicles and other Materials to be supplied by the Contractor under this Agreement, and includes all the design, manufacturing, production, warranties, and technical and other professional services and responsibilities to be carried out by the Contractor in the performance of this Agreement, including all elements of the Scope of Work set forth in Section 201 hereof.

## **SEC. 102 AGREEMENT TO PURCHASE**

The RTC agrees to purchase from the Contractor, and the Contractor agrees to sell and supply to the RTC, in accordance with the terms of this Agreement, ten (10) Vehicles and for the total Contract Price of "One million four hundred ninety-two thousand five hundred seventy five (\$1,492,575.00) in U.S. dollars. The individual pay items to be acquired under this Agreement are set forth in Section 301 of this Agreement.



## **SEC. 103      CONTRACT DOCUMENTS**

(a)    Order of Precedence -- Each of the Contract Documents is an essential part of the Contract, and is binding upon the Contractor in the performance of the Work. The Contract Documents consist of the following, set forth hereafter in their order of precedence:

- (1)    This Agreement, including any Change Orders and Amendments hereto.
- (2)    Federal Requirements and Contract Clauses.
- (3)    The Technical Specifications for the Vehicles.
- (4)    All other Appendices to this Agreement.

(b)    Conflicts Between Contract Documents --

(1)    Conflicts Between Contract Documents (General) -- In case of conflicts between Contract Documents, the Contract Document order of precedence dictates which Contract Document governs, and thus, which corresponding provisions take precedence (between two Contract Documents).

(2)    Conflicts Between Contract Documents of Equal Precedence -- In case of conflicts between Contract Documents of equal precedence, the more stringent requirement (between the conflicting Contract Documents) shall govern.

(3)    Conflicts Within a Contract Document -- In case of conflicts within a Contract Document, the more stringent requirement (within the conflicting Contract Document) shall govern.

## **SEC. 104      CONTRACTOR REPRESENTATIONS AND WARRANTIES**

The Contractor represents, warrants, and covenants as follows:

(a)    Maintenance of Licenses and Permits -- The Contractor and its Subcontractors shall maintain all required licenses, permits, status, professional ability, skills and capacity to perform the Work, in accordance with the requirements of the Contract Documents.

(b)    Laws, Regulations, and Governmental Approvals -- The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals, prior to entering into this Contract. The Contractor acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in Contract Price on

account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(c) Legal Proceedings -- There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.

(d) Status and Authority -- (1) The Contractor is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of Nevada, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (2) if a joint venture or partnership, each member of the Contractor is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (3) the execution and performance of this Contract will not result in a breach or default under the organizational documents of any such person or under the terms of any indenture, loan, credit agreement, or related instrument to which such person is a party or by which it is otherwise bound.

## **SEC. 105 USE OF ENGLISH LANGUAGE AND UNITED STATES DOLLARS**

(a) Use of English -- All Contract Documents, conferences, negotiations, correspondence, Technical Specifications, technical manuals, Drawings, Product Data, and financial information, shall be prepared, conducted, or provided solely in the English language and using U.S. customary system of weights and measures. Metric units may be used as supplementary information but not to the exclusion of U.S. system units.

(b) Use of Dollars -- All Contract Documents, computations required by this Agreement, applications for payment, invoices, and statements of costs and prices (including supporting information for the cost and price analysis) shall be conducted or presented solely in United States dollars. Any and all payments shall also be made solely in United States dollars.

## **ARTICLE II -- GENERAL CONDITIONS**

### **SEC. 201 SCOPE OF WORK**

(a) General Scope -- The Contractor shall design, test, produce, manufacture, deliver, and provide warranties for ten (10) Vehicles and related Materials, as required under

this Agreement. The Vehicles and other Materials provided under this Agreement shall conform in all respects to the Technical Specifications set forth in Appendix A of this Agreement.

(b) Specific Elements of Scope -- The Contractor shall -

- (1) Design the Vehicles.
- (2) Develop Product Data for the Vehicles.
- (3) Manufacture, test, and deliver the Vehicles.
- (5) Provide other Materials as specified in the Contract Documents.
- (6) Participate in Pre-Production Meetings.
- (7) Provide operator manuals, maintenance manuals, parts manuals, training materials, and other technical support manuals and materials required by this Agreement, or the Technical Specifications.
- (8) Provide training in accordance with Section 221.
- (9) Provide parts availability as required by this Agreement.

(c) Inclusion in Price – The Contractor agrees that all elements of the Scope of Work are included in, and will be performed and delivered for, the Contract Price set forth in Section 102 of this Agreement.

## **SEC. 202 NOTICES OF AWARD AND NOTICE TO PROCEED**

(a) Notice of Award -- The RTC will issue a Notice of Award to the Contractor directing the Contractor to submit the following to the RTC within ten (10) Days of issuance: (1) the certificates of insurance, as specified in Section 220(a); (2) the designation of the Contractor's Project Manager and other Key Personnel; (3) the Contractor's organizational chart; (4) executed Federal clauses and certifications.

(b) Notice to Proceed -- Within three (3) Days after receipt from the Contractor of the documentation required under subsection (a), the RTC will issue a Notice to Proceed (NTP) to the Contractor. The Contractor is not authorized to perform Work under this Agreement prior to receiving the NTP. Upon receipt of the NTP, the Contractor shall promptly commence the Work. Contract Time shall begin upon the date of issuance of the NTP.

(c) Schedule -- Time is of the essence in this Agreement. The Contractor shall diligently prosecute the Work to completion in accordance with the Critical Path Schedule in Appendix B and the other requirements in this Agreement. The RTC will cooperate in assuring adherence to the Critical Path Schedule.

## **SEC. 203 GENERAL OBLIGATIONS OF THE CONTRACTOR**

(a) Overall Obligations -- The Contractor shall (directly or through its Subcontractors) deliver the Vehicles, all strictly in accordance with the requirements of this Agreement, the Technical Specifications, and the other Contract Documents. The Contractor represents and warrants that it will, throughout the term of performance of this Agreement, have and maintain all required authority, licenses, certifications, and registrations applicable to the Work to be performed under this Agreement, and the professional ability, skills, and capacity to perform its obligations under this Agreement.

(b) Standard of Performance -- The Contractor shall perform the Work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform its obligations under this Agreement. The Contractor shall perform all Work in its own name and as an independent contractor and not in the name of, or as an agent for, the RTC.

(c) Labor and Materials --

(1) Duty to Furnish -- The Contractor shall furnish all labor and Materials, plant, tools, test equipment, and transportation required for the performance and completion of the Work in the manner and within the time specified in this Agreement. The Contractor shall perform all the Work necessary to design and manufacture the Vehicles.

(2) Fitting and Functioning -- The Contractor shall assume responsibility for the proper working and fitting together of all parts and components, and for the proper functioning and system integration of all aspects of the Vehicles, in order to assure successful operation in accordance with this Agreement, the Technical Specifications, and the other Contract Documents.

(d) Critical Path Schedule -- The Contractor has established, after consultation with the RTC, a Critical Path Schedule for the performance of the Work (set forth in Appendix B). The Critical Path Schedule identifies the major milestones of engineering, materials procurement, testing, and is designed to assure compliance with the Contract Milestones and delivery schedule set forth in Section 205.

(e) Quality Assurance Program -- The Contractor shall prepare a quality assurance program, in accordance with Section 208, which outlines how all of the quality assurance requirements and functions will be defined, implemented, executed, managed, controlled, recorded and reported.

(f) Fees and Permits -- The Contractor shall perform, at no additional expense to the RTC, all of its obligations under this Agreement, and shall pay all fees, permits, and royalties for all intellectual property and all patented appliances, products, or processes incorporated in the Work.

#### **SEC. 204 PROJECT MANAGEMENT**

(a) Project Manager and Key Personnel -- The Contractor shall designate in writing the name, qualifications, and experience of its proposed Project Manager and other Key Personnel, as part of the documentation required under Section 202(a). The Project Manager shall have full authority to represent and act for the Contractor.

(b) Reassignment -- The Contractor shall provide the RTC with advance written notice if it desires to change the Project Manager or other Key Personnel. The Project Manager and other Key Personnel shall not be changed without prior written concurrence of the RTC, which shall not be unreasonably withheld. At the time notice of a proposed change is provided, the Contractor shall provide the RTC with the information specified in subsection (a) for the proposed new Project Manager or other Key Personnel. Any replacement Project Manager or other Key Personnel must have qualifications and experience comparable to the individual being replaced.

(c) RTC Authority -- The RTC may, for good cause, direct the removal of any of the Key Personnel.

(d) Contractor Organization -- The Contractor shall also provide the RTC with an organizational chart showing lines of authority in the Contractor's organization and individuals responsible for the performance of the Work.

(e) RTC Project Director -- The RTC shall designate in writing, in the NTP provided under Section 202(b), a Project Director who shall be responsible for overseeing the Contractor's performance of this Agreement.

#### **SEC. 205 CONTRACT MILESTONES AND CRITICAL PATH SCHEDULE**

(a) Contract Time -- The total Contract Time provided for the completion of the Work (except warranty work and on-site support) under this Agreement and delivery of all the vehicles is February 15, 2024; provided, however, the Contractor commits and shall delivery to the RTC (1) Vehicle by January 17, 2024 and the remaining (9) Vehicles shall be delivered by February 15, 2024, unless there is an unavoidable delay documented and noticed by the Contractor in a

status report. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of this Agreement.

(b) Critical Path Schedule -- The Contractor has developed a Critical Path Schedule for the Project, set forth in Appendix B, which includes the Contract Milestones listed in subsection (c) as well as other specific tasks to be performed by the Contractor and the RTC. The Critical Path Schedule shall be updated monthly by the Contractor to reflect actual versus planned (as per the original schedule) progress for each Milestone or other task listed.

(c) Contract Milestones -- The Contractor shall proceed with the Work and the contract deliverables in accordance with the following schedule:

<u>Milestone</u>	<u>Days from NTP</u>
Begin Procurement of critical Materials	Receipt of NTP
Delivery of manuals and training materials	December 15, 2023
Completion of First Article Vehicle	January 4, 2024
Completion of First Article Vehicle test program, including proof of design test	January 11, 2024
Shipping Release for First Article Vehicle	January 15, 2024
Delivery of First Article Vehicle	January 17, 2024
Delivery of 2-10 vehicles	February 15, 2024

(d) Delivery Schedule -- The Contractor shall deliver the Vehicle as indicated in the Critical Path Schedule in Appendix B. The Contractor shall immediately notify the RTC in writing upon learning of any circumstance that may result in a delay in this delivery schedule. The dates set forth in subsection (c) shall be used as the basis for the assessment of Liquidated Damages under Section 227.

(e) Monthly Status Reports -- The Contractor shall submit monthly reports to the RTC detailing its progress in completing the Work and adhering to the Critical Path Schedule, and summarizing the significant issues addressed and decisions made at the most recent Meeting. The monthly report shall be submitted to the RTC by the 10<sup>th</sup> of every month until all Vehicles are delivered.

(f) Recovery Schedule -- If any monthly report indicates a delay in the schedule of more than seven (7) Days or a failure to achieve a Contract Milestone, the Contractor shall

include a Recovery Schedule with such report, setting forth its plan for addressing such delay or failure, and shall also provide a full report on its progress in the implementation of such plan within the next thirty (30) Days.

## **SEC. 206 MATERIALS AND WORKMANSHIP**

(a) Workmanship -- The Contractor shall perform all Work under this Agreement in a skillful and workmanlike manner. Workmanship shall be of the best quality and shall conform in all respects to the best practice in the industry. All employees, agents, and other workers used by the Contractor shall have sufficient skill and training to perform the work assigned to them.

(b) Materials --

(1) Quality -- The Contractor shall assure that all Materials incorporated into the Vehicles and other elements of the Work covered by this Agreement are of the grade and quality specified in the Technical Specifications.

(2) Duty to Furnish -- The Contractor shall furnish all materials and components required to complete the Work, other than any identified in the Contract Documents as being furnished by the RTC. Notwithstanding any prior inspection and approval by the RTC, the Contractor shall assure that only Materials conforming to the requirements of this Agreement are incorporated in the Work. Any necessary modifications to Materials shall be made at the Contractor's manufacturing facility or at the manufacturing facilities of its Subcontractors. All Materials and components shall be manufactured, handled, and incorporated so as to ensure completed Work in accordance with this Agreement and the other Contract Documents.

(c) New Materials Required -- The Contractor shall assure that all Vehicles and all Materials incorporated into the Vehicles, and other elements of the Work, are new and are the latest model of current production, consistent with the Technical Specifications. A new Vehicle, as required by this subsection, is a Vehicle that is made up completely of unused genuine original parts, and which has not been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.

(d) Handling of Materials -- The Contractor shall transport, handle, and store all Materials in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. All Materials shall be stored in a manner to facilitate inspection by the Contractor and the RTC.

(e) Reliability of Products -- The Vehicles shall be designed and constructed by the Contractor to assure a high degree of reliability, to minimize down-time during maintenance, and

to reduce Vehicle break downs and failures that result in service delays and interruptions. In addition, the Contractor shall comply with all reliability standards and representations set forth in its warranties.

## **SEC. 207      PRE-PRODUCTION MEETING**

(a)    Basic Requirement – The Parties agree that a Pre-Production Meeting will be held at the Contractor's facility in 1301 Pomona Rd, Corona, CA 92882 USA, to review the Technical Specifications, and related Contract Documents and the overall progress of the Work, as more specifically described in this Section. Each party shall assure that appropriate staff and representatives are available for the Pre-Production Meeting.

(b)    Purposes and Subject Matter -- The purposes of the Pre-Production Meeting shall be as follows:

(1)    To review the overall progress of and schedule of the Work, particularly in relation to the Critical Path Schedule.

(2)    To make and agree upon any necessary revisions or modifications to the Technical Specifications.

(3)    To review any Change Notices and review and finalize Change Orders.

(4)    To review the tests and inspections planned by the Contractor to assure compliance and compatibility with the Technical Specifications.

(5)    To address Federal Motor Vehicle Safety Standards (FMVSS), Buy America requirements, Americans with Disabilities Act requirements, and other regulatory compliance issues.

(6)    To review and address any issues regarding the Product Data.

(7)    To discuss and resolve any other issues relating to the progress of the Work and the successful implementation of the Project.

(c)    Minutes and Follow-up -- The Contractor shall prepare minutes at the conclusion of the Pre-Production Meeting, reflecting an accurate record of the discussions held and agreements reached at that meeting, and identifying the actions to be taken and the key agenda items for any subsequent meetings. The minutes shall be reviewed by the RTC and co-signed by the Parties. The Parties shall make reasonable best efforts to resolve all of the actions and issues identified at a Pre-Production Meeting within six (6) weeks after the Meeting. Based on the needs of the Project, the Parties may agree to hold a second Pre-Production Meeting.

(d)    Contractor Responsibility -- Review of the Contractor's Product Data by the RTC under this Section (including agreement to specific drawings) shall not relieve the Contractor of



any responsibility, including but not limited to, responsibility for accuracy of dimensions and details. The Contractor shall remain responsible for agreement and conformity of its Product Data with the Contract Documents, and for conformity of the completed Vehicles, and all components thereof, with the Technical Specifications and other Contract Documents.

## **SEC. 208      QUALITY ASSURANCE REQUIREMENTS**

(a)    Required Certifications -- The Contractor agrees that it has ISO 9001 certifications for its plant, manufacturing processes, and organization.

(b)    Quality Assurance Organization --

(1)    Required Organization -- The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management. The Contractor shall designate an individual to serve as Quality Manager. The Quality Manager shall be responsible for all quality assurance issues, quality control, documentation, and reporting.

(2)    Quality Control -- The Contractor's quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of Vehicles and other materials to be supplied under this Agreement.

(3)    Authority and Responsibility -- The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance and rejection of materials and manufactured articles in the production of Vehicles and other Materials to be supplied under this Agreement.

(c)    Functions of Quality Assurance Organization -- The Contractor's quality assurance organization shall include the following minimum functions:

(1)    The quality assurance organization shall verify inspection operation instructions to ascertain that the Vehicles and other Materials meet all prescribed requirements.

(2)    The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the RTC's Inspectors, and shall remain available for a minimum of one (1) year after inspections and tests are completed.

(3) The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective Vehicles. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective materials, supplies, services, facilities, technical data, or standards.

(4) The quality organization shall provide a system for commissioning of each material element of the completed Vehicle.

(d) Standards and Facilities -- The following standards and facilities shall be included in the Contractor's quality assurance process:

(1) The Contractor shall maintain Drawings, Product Data, assembly procedures, and other documentation that completely describe a qualified Vehicle that meets all of the requirements of this Agreement. The quality assurance organization shall verify that all Vehicles are manufactured in accordance with the controlled Drawings, Product Data, procedures, and documentation.

(2) The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the Vehicles conform to all requirements of the Technical Specifications set forth in Appendix A. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

(3) When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

(4) The Contractor's gauges and other measuring and testing devices shall be made available for use by the RTC's Inspectors to verify that the Vehicles conform to all requirements of the Technical Specifications. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

(e) Purchasing Quality Control --

(1) General Requirement -- The Contractor shall maintain quality control over the purchase of all materials and components to be incorporated into or otherwise needed for the Vehicles.

(2) Subcontractors -- The Contractor shall require that each Subcontractor maintain a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Subcontractors for conformance to the requirements of the Technical Specifications and shall establish controls to prevent inadvertent use of nonconforming materials. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes.

(3) Inclusion of Technical Specifications -- The Contractor shall verify that all applicable requirements of the Technical Specifications are properly included or referenced in purchase orders of components or other materials to be used in the Vehicles.

(f) Manufacturing Quality Control --

(1) General Requirement -- The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

(2) Inspection and Testing -- The Contractor's quality assurance organization shall establish and implement a system for commissioning of completed Vehicles. Such system shall measure the overall quality of each completed Vehicle.

(3) Non-Conforming Materials -- The Contractor's quality assurance organization shall monitor the system for controlling nonconforming materials. Such system shall include procedures for identification, segregation, and disposition of such materials.

(4) Statistical Analysis -- The Contractor's quality assurance organization may use statistical analysis, tests, and other quality control procedures when appropriate in the quality assurance process.

(g) Quality Assurance Audits -- The Contractor's quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the RTC.

## **SEC. 209      INSPECTIONS AND TESTING**

(a) Contractor Inspections and Tests --

(1) General Requirement -- The Contractor shall perform or have performed the inspections and tests (except those performed solely by the RTC) required to substantiate that the Work provided under the Agreement conforms to the Technical Specifications and other Contract Documents. The required Testing Procedures and Protocols are set forth in Appendix C hereto. All inspections and testing shall be carried out in accordance with the quality assurance program described in Section 208 of this Agreement.

(2) Timing -- The Contractor shall conduct inspections at appropriate points in the production and manufacturing process, as specified in the Critical Path Schedule, to ensure compliance with test specifications, process specifications, and quality standards.

(3) Samples -- All Samples for analyses and tests shall be taken in such manner as to be truly representative of the entire lot under test and shall not be worked on in any way to alter the quality before testing. All testing shall provide a measure of the overall quality of the completed product and shall be performed so that it simulates end product use and function. When modification, repairs, or replacements are required, the Contractor shall conduct a reinspection or retest of the characteristics affected.

(4) Records -- The Contractor shall maintain inspections system records covering the Work under this Agreement and shall make such records available to the RTC and the RTC's Inspector during the performance of this Agreement and for the duration of the warranty periods or for such longer period as may be specified elsewhere in this Agreement.

(b) RTC Inspections and Testing--

(1) General Requirement -- All Work of the Contractor under this Agreement shall be subject to review, inspection, and testing by the RTC or its Inspectors. RTC inspections and tests may be conducted at all times and places during the term of this Agreement, provided that such inspections and tests shall be made in a manner that does not unduly delay the Work. The RTC's right to review extends to all Product Data relating to the Vehicles.

(2) Inspectors in Plant -- The RTC may station its Inspectors at the Contractor's (and any Subcontractor's) plant and facilities during the manufacturing and

production process, at the RTC's own expense. The RTC's Inspectors shall have the right to view and participate in all inspections and testing conducted by the Contractor. The Contractor shall provide adequate working space (including a desk, a telephone, and internet access) at its plant and facilities for the RTC's resident Inspector.

(3) Full Cooperation Required -- The Contractor shall fully cooperate with the Inspector in the performance of his or her duties, and permit full access to the Contractor's facilities and production lines. The RTC has the unilateral right and discretion to select its Inspector and the Contractor shall not refuse access to the RTC's Inspector or otherwise impede the Inspector in the performance of his or her responsibilities; provided that (A) the inspector shall be subject to such reasonable health, safety, and confidentiality rules as the Contractor may establish; and (B) the Inspector shall not unreasonably interfere in the Contractor's manufacturing process. The Contractor shall provide five (5) business days advance notification to the RTC and to the RTC's inspector of any changes to the delivery schedule.

(4) Right to Enter -- The RTC and its Inspector shall have the right to enter the premises used by the Contractor (including any plant or place where materials, work, or any part thereof, are made, performed or stored) for purposes of tests, inspecting the Vehicles, and auditing data and records relating to the Contractor's performance under this Agreement.

(5) Inspector Reports -- The RTC's Inspectors will immediately report to the RTC if the Work performed by the Contractor or a Subcontractor fails to conform to the requirements of the Technical Specifications or other Contract Documents, stating the reasons for this failure and identifying the Technical Specifications or other Contract Documents that are not being complied with.

(6) RTC Testing -- In addition to testing by the Contractor under subsection (a), the RTC reserves the right to conduct its own testing during the delivery of safe and reliable Vehicles.

(7) Impact of Extensions of Time -- If the RTC grants an extension of time at the request of the Contractor pursuant to Section 211 or 212 of this Agreement, the Contractor shall be liable for and shall pay the cost of the Inspector during the period of such time extension. In addition, if the Contractor impedes the work of the RTC's Inspector resulting in a delay in the schedule, the Contractor shall be liable for and shall

pay the cost of the RTC's Inspector during the delay period, as well as any extended time that the Inspector needs to be on-site due to the Contractor-caused delay. The Contractor shall not be eligible for any extension in Contract Time by reason of such a delay.

(c) Continuing Contractor Obligations -- The inspection or testing by the RTC of any Work does not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement or regarding the proper functioning of the Vehicles or other Materials which may be discovered after acceptance.

(d) Inspections of Defective Work or Materials -- If the RTC has reasonable evidence that defective work has been permitted by the Contractor or the Subcontractors or that defective Materials have been used, and desires to make an examination of Work partly or fully completed, the Contractor or Subcontractor shall, at no additional expense to the RTC, furnish the appliances and labor for making such investigation and inspection as may be required by the RTC.

(e) Corrections to Defective Work or Materials --

(1) Rejection or Re-performance -- If any Work or Materials inspected under subsection (d) are found to not be in conformity with the requirements of this Agreement, the RTC (or its Inspectors) shall have the right either to reject that Work or require the Contractor to perform the Work again in conformity with such requirements at no increase in the total Contract Price. Work which has been rejected or required to be corrected shall be removed or, if permitted or required by the RTC, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed to the RTC.

(2) Reductions in Price -- When the Work to be performed is of such a nature that the defect cannot be corrected by reperforming the Work, the RTC shall have the right to (A) require the Contractor to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement; and (B) reduce the Contract Price to reflect fairly the reduced value of the Work performed.

(3) RTC Corrections -- In the event the Contractor fails promptly to perform the Work again or take necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement, the RTC shall have the right to

(A) have the Work performed in conformity with the requirements of this Agreement and charge to the Contractor any costs to the RTC related to the performance of such Work; or (B) terminate this Agreement for default under Section 232.

(f) RTC Responsibility for Cost -- If an inspection under subsection (d) by the RTC discloses no defect in the Work or Materials reviewed, the expense of such investigation, including any additional cost incurred by the Contractor as a result thereof, shall be borne by the RTC, and if such inspection impacted the Critical Path Schedule, the delivery schedule for the Vehicles shall be adjusted accordingly.

(g) Audits and Due Diligence Reviews -- The RTC will conduct pre-award and post-delivery audits of the Contractor and the Vehicles consistent with the standards and processes set forth in the Federal Transit Administration (FTA) Regulations on Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, set forth in 49 C.F.R. Part 663.

(h) First Article Vehicle -- The Contractor shall provide the RTC a First Article Vehicle manufactured in accordance with the Technical Specifications and manufactured, tested, and delivered in accordance with the Critical Path Schedule. The First Article Vehicle shall be made available for inspection, acceptance testing and demonstration services at the RTC for a period of not less than thirty (30) Days from the date of delivery.

## **SEC. 210      SUSPENSION OF WORK AND DELAY BY THE RTC**

(a) Stop Work Orders --

(1) Right to Issue -- If the RTC (or its Inspector) determines that a problem in the production or manufacturing process may impact the safe construction, operation, or delivery of the Vehicle being produced or may affect the performance of any major system or component, as defined in the Technical Specifications, the Parties shall meet within seventy-two (72) hours in order to discuss and agree upon the solution to the problem and the issuance, if necessary, of a Change Order. If the Parties are unable to agree, then RTC may, by written order to the Contractor, require the Contractor to stop the part of the Work related to the problem discussed.

(2) Elements -- Any order issued under this subsection shall be specifically identified as a "stop work order." At a minimum, any such stop work order shall be authorized in writing by the RTC Executive Director and shall include the following in writing:

- (A) A clear description of the Work to be suspended.
- (B) Instructions as to the issuance of further orders by the Contractor for materials or services.
- (C) Guidance as to action to be taken on subcontracts.
- (D) Other suggestions to the Contractor for minimizing costs.
- (E) The time period (not to exceed fifty (50) Days) during which the order will remain in effect.

(b) Actions in Response -- Upon receipt of a stop work order, the Contractor shall promptly comply with the terms of such order and shall take all reasonable steps to minimize the incurring of costs allocable to the Work covered by the order, during the period of work stoppage. Within the time period specified in the stop work order, or within any extension of that period to which the Parties agree, the RTC shall either --

- (1) cancel the stop work order; or
- (2) terminate the Work covered by such order as provided in Section 230 on termination for convenience or Section 232 on termination for default.

(c) Impact on Price and Schedule --

(1) Equitable Adjustment -- If a stop work order issued under this subsection is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in Contract Time or Contract Price, or both, and this Agreement shall be modified in writing accordingly, if --

- (A) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement; and
- (B) the Contractor asserts a claim for such adjustment within twenty (20) Days after the end of the period of work stoppage.

(2) Impact on Production Schedule -- In making an equitable adjustment in price or schedule under this subsection, the RTC will consider the costs incurred by the Contractor as a consequence of the delay resulting from the stop work order, and will also take into account the impact of the delay on the production schedule for the RTC's order as well as on the production planning at the Contractor's facility and the Contractor's obligations to its other customers.

(3) Termination Settlement -- If a stop work order is not cancelled and the Work covered by such order is terminated for the convenience of the RTC, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.



(4) Allowable Costs -- If a stop work order is not cancelled and the Work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowable by equitable adjustment or otherwise.

(d) RTC Caused Delays --

(1) Adjustments to Cost or Time -- If the performance of all or any part of the Work is, suspended, delayed, or interrupted for an unreasonable period of time, by an act of the RTC or by the failure of the RTC to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement (excluding profit) and/or for any delay in the time for completion of the Work necessarily caused by such unreasonable suspension, delay, or interruption, and this Agreement shall be modified in writing accordingly. In making an adjustment in price or delivery schedule, the RTC will consider the costs and impacts described in subsection (c)(2) of this Section.

(2) No Adjustments -- No adjustment shall be made under this subsection for any suspension, delay, or interruption (A) to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or the Contractor's failure to comply with the provisions of this Agreement; or (B) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

(3) No Claims -- No claim under this subsection shall be allowed unless the Contractor asserts the claim in writing, including the amount thereof, within twenty (20) Days after the termination of such suspension, delay, or interruption.

## **SEC. 211 CHANGE ORDER PROCESS**

(a) Writing Required -- Changes to the requirements of this Agreement, the Technical Specifications, or the other Contract Documents may only be made by a written Change Order issued by the RTC or by a Contract Amendment. Oral Change Orders or oral contract amendments or modifications will not be permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any change in the Technical Specifications not properly ordered by written Change Order signed by the RTC.

(b) RTC Proposed/Directed Change Orders --

(1) Change Notice -- The RTC may, at any time, issue a written Change Notice to the Contractor proposing modifications in the Work that are within the general scope of this Agreement. Any such Change Notice shall be in sufficient detail to clearly show the Contractor the Work to be done and provide a basis for assessing any impact on contract cost or schedule.

(2) Response by Contractor to Change Notice -- The Contractor shall, within ten (10) Days after receipt of a Change Notice, notify the RTC in writing of any potential impact on contract cost or delivery schedule, and provide the RTC with its assessment of the feasibility of making the change proposed. If the Contractor notifies the RTC that the change is not feasible, the Parties shall meet as soon as possible to review the proposed change. Following those discussions, the RTC will either issue a Change Order directing that the change proceed as stated in the original notice, issue a modified Change Notice, or withdraw the original notice.

(3) Agreement on Change -- If the RTC agrees that the Change Notice will cause an increase or decrease in the Contractor's cost or the time required to perform the Work, an equitable adjustment shall be made in the Contract Price or Contract Time (or both), and such adjustment shall be reflected in a Change Order or written modification to this Agreement. The RTC shall thereafter issue a written Change Order implementing the change in the Work, which will be executed by both Parties. A bilateral Change Order under this paragraph or subsection (c)(3) hereof will include all time and amounts to which the Contractor is entitled as a result of the change. There will be no reservation of rights by either Party on a bilateral Change Order.

(4) Absence of Agreement -- If the RTC and the Contractor are unable to agree on an equitable adjustment in price or schedule in connection with a Change Notice, the RTC may nonetheless issue a unilateral written Change Order implementing the changes in the Work, and in that event the Contractor shall proceed with the Work under this Agreement, as changed. The Contractor may submit the dispute over the cost or schedule impact of the change to dispute resolution under Section 226, and the Contractor's proceeding with the Work shall not prejudice its position in the dispute resolution process.

(5) Cost or Price Analysis -- The RTC reserves the right to conduct a cost or price analysis on any Change Order, including a change requested by the Contractor under subsection (c) of this Section.

(c) Contractor Proposed Changes --

(1) General -- The Contractor may also propose changes to the Work for the consideration and review of the RTC. No such change shall be made unless the RTC gives prior written approval of the requested change by issuance of a Change Order. Oral Change Orders are not recognized or permitted.

(2) Basis for Request for Change -- Contractor-proposed changes under this subsection may include a request for a Change Order on the basis of an extraordinary and unanticipated increase in the cost of Materials or components used to manufacture or produce the Vehicles that arises after the date of this Agreement and that directly results in additional cost or time to perform the Work. The RTC is not obligated to agree to such a request for a Change Order, but agrees to review, discuss, and consider any such request in good faith.

(3) Price and Schedule Proposal -- Within ten (10) Days after the Contractor submits a written request for a Change Order to the RTC, the Contractor shall submit to the RTC a detailed price and schedule proposal for the change or Work to be performed, provide an assessment of the feasibility of making the change proposed, and identify any Technical Specification to be modified by the change. The RTC shall consider the proposed Change Order and, after consultation with the Contractor, may accept, reject, or modify the Change Order requested. An accepted or modified Change Order under this subsection shall be in writing and executed by both Parties.

(4) Contractor Obligation to Proceed -- If the RTC and the Contractor are unable to agree on the price or schedule impact of a Contractor proposed change under this subsection, the dispute may be submitted by either party for resolution in accordance with Section 226 of this Agreement. In the event of such a dispute, the RTC retains the discretion to order the change to be implemented by the Contractor or to direct the Contractor not to proceed with the change. The Contractor has a continuing obligation to proceed with the Work under this Agreement as directed by the RTC, notwithstanding the pendency of any such dispute; provided that the Contractor's proceeding with the Work shall not prejudice its position in the dispute resolution process.

(d) Scope and Specification Changes -- Any changes to the Technical Specifications for the Vehicles shall be made by written Change Order.

(e) Minor Changes -- In addition to written Change Orders, the RTC shall have the authority to direct minor changes in the Work not involving extra cost or changes in schedule when such changes are in the RTC's opinion necessary or expedient to the satisfactory

performance and completion of the Work. The Contractor may also propose such minor changes to the RTC for its review and approval.

## **SEC. 212 EXTENSION OF TIME**

(a) Granting of Extensions -- The Contractor will be granted an extension in Contract Time for a delay in completion of the Work, or any specified portion thereof, that arises directly from a Force Majeure event; provided that: (1) the causes were not foreseeable, did not result from the fault or negligence of the Contractor, or any person for whom the Contractor is legally or contractually responsible, and could not have been avoided by the exercise of due diligence and care by the Contractor; (2) the Contractor has taken reasonable precautions to prevent further delays owing to such causes; and (3) the Contractor notifies the RTC in writing of the cause or causes of delay within five (5) Days from the beginning of any such delay. Force Majeure events may result in an extension in the delivery schedule but are not a basis for an increase in the Contract Price.

(b) Information Regarding Cause of Delay -- Within ten (10) Days after the end of the delay, the Contractor shall furnish the RTC with detailed information concerning the causes and circumstances of the delay, the number of Days actually delayed, and the Contractor's request for an extension in the time for the completion of the Work or any portion thereof. The Contractor shall also provide the RTC satisfactory evidence that non-performance is not due to any fault or negligence on the part of the Contractor or any person for whom it is legally or contractually responsible. Failure to submit this information within such ten (10) Day period will be sufficient cause for denying the claim for an extension of time.

(c) RTC Response --

(1) Timing -- Within ten (10) Days after receipt of all information required under subsection (b), the RTC shall notify the Contractor whether it agrees that the event causing the delay was a Force Majeure event meeting the conditions of subsection (a).

(2) Agreement -- If the RTC concurs that the event was a Force Majeure event and that the Contractor has met the conditions of subsection (a), it shall also notify the Contractor whether it agrees with the amount of the extension in the Contract Time requested by the Contractor for the completion of the Work or any portion thereof. If the RTC does not agree to the amount of time requested, it shall establish the approved amount of the extension in Contract Time, which decision shall be final subject to dispute resolution under Section 226 of this Agreement.

(3) No Agreement -- If the RTC does not agree that the event was a Force Majeure event or determines that the Contractor has not met the conditions of subsection (a), it will deny the extension, which decision shall be final subject to dispute resolution under Section 226 of this Agreement.

(d) Change Orders -- The RTC will issue a Change Order to the Contractor within a reasonable period of time after the granting of an extension of Contract Time under this Section, specifying the number of Days allowed and the new date for completion of the Work or specified portions of the Work. Any extension of time must be in writing to be effective.

(e) Relation to Other Provisions --

(1) No Waiver -- The granting of an extension of Contract Time for delay shall not be deemed to be a waiver by the RTC of the RTC's right to impose and deduct liquidated damages for other delays (but not a delay caused by a Force Majeure event), or of any other rights to which the RTC is entitled under this Agreement.

(2) No Increase in Price -- An extension of Contract Time granted pursuant to this Section shall not be the basis for an increase in the Contract Price or claim for other additional compensation or damages, and no damages or costs of any kind or nature will be paid for any such extension of time. A time extension must be approved by the RTC prior to any interim or final completion dates being extended.

(f) Other Extensions of Time -- In addition to granting an extension in Contract Time for a Force Majeure event, the RTC may grant an extension in Contract Time in a Change Order agreed upon or issued by the RTC under Section 211.

## **SEC. 213      CONDITION OF SHIPMENT**

(a) Post Production Testing -- The Contractor shall assure that each Vehicle successfully completes the post-production performance and conformance testing required under Appendix C prior to shipment.

(b) Required Condition --

(1) Standards for Shipment -- Unless specifically excepted at the sole discretion of the RTC, each Vehicle shipped from the Contractor's plant to the RTC shall be complete (other than any components to be incorporated at the Project Site), Ready-to-Use, and in compliance with all provisions of the Technical Specifications and the other Contract Documents.

(2) Packing and Shipping -- The Contractor shall be responsible for packaging all shipments in accordance with the best commercial standards and practices to insure the integrity, safety and security of the Vehicles and Materials during transportation and handling.

(c) Shipping Release -- Prior to the shipment of each Vehicle, the Contractor shall secure a "Shipping Release" signed by the RTC's Inspector or other authorized representative at the Contractor's plant. The Shipping Release shall certify that the Vehicle is complete (other than components to be incorporated at the Project Site), Ready-to-Use, and complies with the Technical Specifications, the Contractor's approved Drawings and Samples, and other agreed upon conditions for shipment. The Shipping Release shall not, however, be construed or inferred to constitute any acceptance of such Vehicle by the RTC. Execution of the Shipping Release by the RTC will not be unreasonably withheld.

(d) Transportation Costs -- The Contractor acknowledges and agrees that all costs associated with the shipment and transport of the Vehicles, including delivery and unloading costs; insurance costs; import duties, fees, and taxes; sales taxes; port fees; license fees; and all other associated costs, are included in the Contract Price, and that the Contractor is not entitled to and will not seek any additional compensation in connection with any such costs.

#### **SEC. 214 ARRIVAL AND REQUIRED CONDITIONS FOR VEHICLE DELIVERY**

(a) Arrival Notice -- The Contractor shall give the RTC Project Director three (3) Days' notice prior to the arrival of Vehicles. Upon arrival at the Project Site, each completed Vehicle shall be examined jointly by representatives of the RTC and the Contractor. The RTC will then issue an "Arrival Notice" to the Contractor, for each Vehicle, which will acknowledge arrival of the Vehicle and furnish appropriate notation as to its apparent condition. The Arrival Notice will describe any missing parts or any damage that may have occurred during shipment and will also note or reference any components to be added at the Project Site. The Arrival Notice will be signed by both the RTC's representative and the Contractor's representative to attest to the stated condition of the Vehicle.

(b) Delivery Requirements -- To be considered "delivered", each Vehicle, subsequent to arrival and issuance of an Arrival Notice, must (after incorporation of any remaining components) be Ready-to-Use and fully in compliance with the Contract Documents, including having successfully completed performance and conformance tests at the Contractor's facilities in accordance with the Testing Procedures and Protocols set forth in Appendix C. If the RTC agrees to allow Vehicles to be shipped to the Project Site or other property while such testing

work remains to be done, the Vehicles shall not, unless otherwise agreed upon by the RTC, be considered to be "delivered" until the Contractor has satisfactorily completed all such testing work.

(c) Failure to Meet Conditions -- If Vehicles arrive at the Project Site but do not meet the standards required to be considered "delivered" under subsection (b), the RTC may assess liquidated damages under Section 225. In addition, the RTC may require such Vehicles to be removed from the Project Site or may, in its discretion, require the Contractor to pay daily storage costs for use of the Project Site.

(d) Motor Vehicle Title and Fees -- The Contractor shall present, with each Vehicle delivered to the RTC, a copy of Contractor's title documents, an invoice, certificate of origin, a VIN inspection certificate, and all other documents necessary for the transfer of title to the RTC. The Contractor warrants that the title to each Vehicle delivered to the RTC will be free, clear, unencumbered and fully marketable, and that Contractor will have the right to convey such title to the RTC. All documents or parts of documents which must be executed in order to transfer ownership and secure a Nevada Title for each Vehicle shall be fully and properly executed and submitted to the State of Nevada, Department of Motor Vehicles. All costs for title fees shall be borne by the Contractor. Title to each Vehicle shall be conveyed to the RTC, at the address set forth in Section 236, within sixty (60) Days after issuance of a Certificate of Acceptance under Section 215.

(e) Extinguisher Certificates - The Contractor shall provide Nevada Extinguisher certificates for each Vehicle at the time of delivery.

(f) Registration -- The RTC shall be responsible for obtaining the registration for each Vehicle.

## **SEC. 215 ACCEPTANCE OF VEHICLES**

(a) Inspection and Testing -- Within thirty (30) Days after delivery to the RTC, each Vehicle shall (A) be given an inspection to determine if such Vehicle has been completed in full compliance with the Technical Specifications and other Contract Documents; and (B) be subjected to pre-revenue service Acceptance testing (as described in Appendix C) to determine if the Vehicle is in acceptable operating condition. The RTC and the Contractor will provide personnel for participation in proof of design and Acceptance testing at the Project Site or other RTC facilities. All such Contractor personnel shall be qualified and properly licensed to operate the Vehicle.

(b) Acceptance or Rejection by RTC -- Within five (5) working days after the completion of pre-revenue service Acceptance testing of a Vehicle under subsection (a), the RTC will notify the Contractor, in writing, whether such Vehicle has or has not been accepted. If a Vehicle is not accepted, the RTC will include in its notice a written explanation of the reasons for the rejection, identifying the particular component, system, or operating characteristic or feature found unacceptable.

(c) Resubmittal of Vehicles --

(1) Correction of Defects -- Within seven (7) Days after receipt of a notice under subsection (b), the Contractor shall correct any defects identified, and shall resubmit the Vehicle to the RTC for Acceptance; provided that if the defect cannot be corrected within seven (7) Days, the Contractor shall explain in writing the reasons additional time is needed and commit to a date for resubmittal. At its option, the RTC may require the Contractor to remove the Vehicle from the Project Site or other RTC premises, or may charge the Contractor a daily storage fee for use of the Project Site, while repairs are being made or defects corrected until the Vehicle is accepted. While a Vehicle is under repair or correction and until Acceptance, the Contractor shall retain all risk of loss.

(2) RTC Review -- The RTC shall, within ten (10) Days from the date of resubmittal of a Vehicle, complete additional inspection and/or testing, and either accept, reject, or conditionally accept the resubmitted Vehicle. If a Vehicle is not accepted, the RTC will notify the Contractor and include a written explanation of the reasons for rejection, identifying the particular component, system, or operating characteristic of feature found unacceptable. The Contractor shall correct any continuing defects identified by the RTC within five (5) Days of notice by the RTC.

(d) Certificate of Acceptance -- Upon Acceptance of a Vehicle, the RTC shall execute a written "Certificate of Acceptance" accepting the Vehicle as in conformance with the Technical Specifications and other Contract Documents, releasing the Vehicle for revenue service. The date of Acceptance shall be the date of issuance of the Certificate of Acceptance by the RTC.

(e) Security of Vehicles -- The RTC shall make all reasonable efforts to assure the integrity, safety, and security of the Vehicles at the Project Site or other RTC facilities during the Acceptance testing process.

(f) Relation to Milestones and Critical Path Schedule -- The time periods provided in this Section for inspections, testing, and other actions in the Vehicle acceptance process shall



prevail over any differing periods set forth in the Milestone Schedule or the Critical Path Schedule.

## **SEC. 216 RISK OF LOSS**

(a) Responsibility of Contractor -- Risk of loss or damage to any Vehicle, or to any part or portion thereof (including responsibility for insurance coverage), is assumed and shall be borne by the Contractor at its own expense until a Certificate of Acceptance has been issued for such Vehicle in accordance with Section 215(d) of this Agreement. The Contractor acknowledges that it shall bear all risk of loss or damage for each Vehicle, and any part or portion thereof, during the acceptance testing process. The Contractor shall assure that the Vehicles remain fully insured (including coverage of RTC personnel involved in acceptance testing) until Acceptance. The Contractor shall continue to perform the Work and carry out this Agreement, in accordance with its terms and the other Contract Documents, without additional cost to the RTC by reason of any such loss or damage.

(b) Transfer to RTC -- Risk of loss of each Vehicle shall pass to the RTC upon the RTC's issuance of a Certificate of Acceptance for such Vehicle in accordance with Section 215(d) of this Agreement.

## **SEC. 217 WARRANTIES**

(a) General Warranty -- The Contractor warrants and guarantees that each Vehicle, subsystem, component, and replacement part is fully operational and free from defects and related defects in design, materials, workmanship and construction, and is designed in conformance with the Technical Specifications and other Contract Documents to provide the services and functions intended. As used in this Section, a "related defect" is a defect that arises directly or indirectly as a result of a separate defect in the Vehicle, as the case may be.

(b) Start of Warranty Period -- The warranties of this Section shall start to run, with each Vehicle, subsystem, and component, on the date of issuance of a Certificate of Acceptance by the RTC for that Vehicle under Section 215 of this Agreement.

(c) Standard Warranty for Complete Vehicle -- The Contractor warrants and guarantees the entire Vehicle to be free of any defects and related defects as set forth in Appendix F of this Agreement. During this warranty period, the Vehicle shall maintain its structural and functional integrity. This warranty is based on regular operation of the Vehicle under the operating conditions and physical environment that exists in the Washoe County, Nevada area.

(d) Applicability of Warranty -- The warranties specified in this Section shall not apply to any defect to the extent it occurs by reason of the following:

- (1) external causes such as road accidents, bumps, scratches, and similar events;
- (2) failure to inspect, service, and maintain (including preventative maintenance) the Vehicle in accordance with the Contractor's recommendations (including recommended daily checks and use of Contractor supplied spare parts);
- (3) any abuse or misuse by the RTC (or its employees, agents, or the RTC's Service Contractor);
- (4) alterations, repairs, or replacements carried out other than by the Contractor, its duly authorized service representative, or the Service Contractor;
- (5) normal wear and tear of Vehicle and components; or
- (6) vandalism.

For purposes of these limitations on warranty applicability, the RTC shall require its Service Contractor to document that its maintenance activities are carried out in conformance with the Contractor's maintenance manuals.

(g) Exclusions from Warranty -- The following are excluded from warranty coverage:

- (1) any accessories, equipment, or parts not manufactured, approved or supplied by the Contractor;
- (2) any unauthorized modification of the Vehicle or of the parts manufactured by the Contractor; and
- (3) scheduled maintenance items and normal "wear-out" items.

(h) Supplier Warranties -- In the event the Vehicles, or any other materials or equipment supplied under this Agreement (or any components of any of the foregoing) are covered by warranties of the manufacturer or supplier other than the Contractor, and such warranties extend beyond the periods specified in this Section, then the RTC shall receive the benefit of such longer warranties. The Contractor shall furnish copies of such superior warranties to the RTC at the time of Vehicle delivery. If requested by the RTC, the Contractor shall assign any such superior warranty to the RTC; provided that notwithstanding any such assignment, the manufacturer and supplier warranties shall be managed and administered by

the Contractor for the extended warranty period, and such assignment shall not relieve the Contractor of any of its obligations under this Agreement.

(i) Disclaimers Not Effective -- No disclaimer of liability, limitations on time of warranty, limitations on scope of warranty, or limitations on damages inconsistent with the warranties contained herein shall be effective for any purpose. No warranty contained herein or otherwise given shall be construed to limit any other remedy available to the RTC by law or to limit the time in which such other remedy may be sought.

(j) Warranties Non-Assignable -- The warranties provided in this Section shall not be assigned by the RTC to any third party or be enforced by any third party; provided that this limitation shall not be construed to affect the ability of the RTC's Service Contractor to administer the warranty provisions in this Section.

(k) Reservation of Other Rights -- The warranties specified in this Section are in addition to any remedies, warranties (express or implied), or guarantees imposed on the Contractor by statute, common law, or other provisions of law or contract.

(l) Damages -- The Contractor shall be liable for actual damages resulting from the breach of an express or implied warranty or other defect in the Work.

## **SEC. 218      WARRANTY REPAIRS AND DEFECTS**

(a) Responsibility and Performance -- The Contractor shall be financially responsible for all warranty-covered repairs, and shall also be responsible for assuring that all warranty covered repairs are performed in a timely fashion in accordance with this Section. The Contractor may enter into an agreement with a local agent (other than the Service Contractor) for the actual performance of warranty repairs. If the Contractor enters into such an agreement, the references to the Contractor in this Section shall be deemed to be a reference to that local agent. Notwithstanding any such agreement, the Contractor shall retain full legal and financial responsibility for and proper performance of warranty-covered repairs.

(b) Detection of Defects -- If the RTC (or the Service Contractor) detects a defect or related defect within the warranty periods specified in Section 217, the RTC shall notify the Contractor within ten (10) Days after the date the RTC becomes aware of the defect and or related defect. Within three (3) business days after the RTC notice, the Contractor shall conduct an inspection of the Vehicles as it deems necessary and shall provide notice to the RTC whether it agrees or disagrees that the defect is covered by a warranty. If the Contractor agrees, then within four (4) business days after the RTC notice, the Contractor shall meet with

the RTC and present an action plan describing the repairs proposed and a schedule to conduct such repairs, and to discuss the defect or any related defect identified by the RTC.

(c) Warranty Repairs by Contractor --

(1) Agreement on Coverage -- If the Contractor agrees that the defect or any related defect identified in the RTC notification is covered by a warranty, the Contractor shall begin work to perform such repairs within five (5) business days after receiving notification of the defect (unless such repairs have already been commenced by the RTC under subsection (d).

(2) Availability of Vehicle -- The RTC shall make the Vehicle available to facilitate the completion of repairs within the Contractor's repair schedule. The Contractor shall provide at its own expense, all necessary tools, parts, components, or subassemblies required for the repair. All repair work on the Vehicles shall be conducted by the Contractor during non-peak periods and the schedule for repairs shall be coordinated with the RTC's Service Contractor. The Contractor may determine, in its discretion, whether a component should be repaired or replaced.

(3) Completion of Repairs -- The Contractor shall complete all warranty repair work on a Vehicle within five (5) business days after the commencement of repairs on such Vehicle, or as otherwise agreed to by the RTC and the Contractor in the action plan.

(4) Extension of Warranty -- If any Vehicle is held out of service for a period greater than ten (10) Days awaiting warranty repair by the Contractor under this subsection due to lack of logistical support (parts, manuals, personnel, etc.) or inability to make the repair, then the warranty period for the entire Vehicle shall be extended by one (1) Day for each Day beyond the initial ten (10) Day period.

(5) Work Orders -- All warranty work performed by the Contractor under this Section shall be documented with work orders. Each work order shall provide the following information needed for the repair: explanation of the repairs performed; procedure used to effect the repair; list of parts needed for the repair; and list of Vehicles subject to the repair work. The list of Vehicles shall include the fleet vehicles number, the VIN, license plate, and the date and mileage when the repair was performed. Such work orders shall be provided to the RTC upon the completion of the repair of a Vehicle.

(6) Use of Project Site -- The RTC may in its discretion require the Contractor to remove Vehicles from the Project Site or other RTC premises while repairs are being undertaken. If Vehicles are removed from the Project Site or other RTC premises, the Contractor shall diligently and promptly undertake repairs.

(d) Warranty Repairs by RTC --

(1) Disagreement on Coverage -- If the Contractor disagrees under subsection (b) that the defect identified is covered by a warranty, and the RTC believes that repairs must proceed, the RTC may immediately commence repairs, either directly or through the Service Contractor or other authorized representative. If the RTC undertakes repairs in accordance with the preceding sentence, it shall correct or repair the defect and any related defects using parts specified or approved by the Contractor that are specifically available for the repair.

(2) Parts Shipment -- If the RTC undertakes repairs in accordance with paragraph (1), it may request the Contractor to supply new components or parts necessary for warranty covered repairs being undertaken by the RTC or its authorized representative. These parts shall be shipped prepaid by the Contractor to the RTC within five (5) Days of the request of such parts. Parts supplied by the Contractor shall be OEM equivalent or superior to those used in the OEM. In case of expedited rush orders for parts placed by the RTC for a "vehicle down," the Contractor shall prepay the costs for expedited (air express) delivery or, where this is not practicable, shall provide for some other expedited form of delivery. The Contractor may request that parts covered by warranty be returned to the manufacturing plant, at its cost. Parts shall be returned in accordance with the Contractor's instructions.

(3) Failure Analysis -- At the request of the RTC, the Contractor shall provide a failure analysis of parts for components removed from Vehicles under the terms of the warranty. Such reports shall be delivered within sixty (60) Days of the receipt of failed parts or components.

(e) Reimbursement for RTC Repairs --

(1) Timing of Reimbursement -- The Contractor shall reimburse the RTC for any repairs performed by the RTC (or its Service Contractor) within thirty (30) Days of receipt of the claim or return of the returned part for review by the Contractor, as applicable. The RTC shall submit to the Contractor a warranty claim form for any repairs undertaken by the RTC for reimbursement for the cost of repairs and/or the replacement of parts. The warranty included as Appendix F to this Agreement. If the Contractor fails to reimburse the RTC within the thirty (30) Day period, the outstanding amount shall accrue interest at the Prime Rate as quoted in the interest rates and bonds section of The Wall Street Journal on the last date reimbursement was due.

(2) Inclusion in Reimbursable Costs -- The costs for warranty repairs to be reimbursed by the Contractor shall include labor costs and towing (as more specifically described in paragraph (5) of this subsection) as well as any necessary parts. Reimbursement for any RTC supplied parts shall be calculated from the original equipment manufacturer (OEM) parts price list in effect at the time of the repair, plus fifteen percent (15%) handling costs.

(3) Labor Rates -- Labor costs incurred by the RTC and reimbursable by the Contractor for warranty repairs shall be determined by multiplying the number of man-hours actually required to correct the defect by the RTC's authorized representative's current top level, class "5M" mechanic's unburdened wage and benefit rate, plus fifty percent (50%) for overhead.

(4) OEM Repairs -- If repairs are required to components or major subsystems and are undertaken by an OEM authorized warranty facility, the RTC shall include such cost on the warranty claim form submitted to the Contractor.

(5) Towing Costs -- The cost of towing the Vehicle shall be reimbursed by the Contractor if (A) towing was necessary due to a disabling breakdown; (B) the breakdown was due to the failure of an item covered by warranty; and (C) the Vehicle was in the RTC's service area at the time of the breakdown.

(f) Safety Defects --

(1) Determination and Notification by RTC -- The determination of whether a defect constitutes a safety defect shall be made by the RTC, following consultation with the Contractor. If the RTC determines that a safety defect exists in any Vehicle purchased under this Agreement, the RTC will immediately notify the Contractor.

(2) Inspection and Repairs by Contractor -- Within five (5) Days after notification by the RTC of a safety defect, the Contractor shall inspect the entire Vehicle fleet to determine whether the safety defect exists in other Vehicles. Within seven (7) Days after notification by the RTC, the Contractor shall meet with the RTC and present an action plan to correct and repair the safety defect, and a proposed schedule to conduct the repairs. The action plan shall be subject to approval by the RTC. Repairs to correct safety defects shall be commenced within three (3) Days after approval of the action plan by the RTC, and shall be completed on all Vehicles within seven (7) Days from the date of commencement of repairs.

(3) Scope of Repairs -- Whenever any change or repair is required to correct a defect that relates to safety in the Vehicle, structure, parts, subsystems, or components,

the Contractor shall make this repair for all Vehicles, structure, parts, subsystems, or components where such defect exists, at the Contractor's sole expense. The work shall also include inspection and repairs to prevent the occurrence of the same defect in all Vehicles purchased under this Agreement.

(4) Applicability -- The requirements of this subsection shall extend for the useful life of the Vehicles.

(g) Fleet Defects --

(1) Notice of Fleet Defects -- The RTC shall promptly notify the Contractor whenever it determines that a Fleet Defect has occurred. The Contractor shall address and correct such Fleet Defect in accordance with the requirements of this subsection.

(2) Notice and Work Program -- Within seven (7) Days after notice of a Fleet Defect, the Contractor shall submit to the RTC a written work program and schedule for correcting the defect. The work program shall be reasonably designed to prevent the occurrence of the same defect in other Vehicles and parts purchased under this Agreement, and shall include, as applicable, redesign and/or replacement of defectively designed or manufactured parts, and inspection and repair of all Vehicles purchased under this Agreement. The work program and schedule shall be subject to approval by the RTC. If the RTC determines the work program and schedule as submitted is unacceptable, the Contractor shall promptly submit a revised work program and schedule to address the RTC's concerns with the initial submittal. The Contractor shall commence work under the work program within five (5) Days of its approval by the RTC.

(3) Period for Repairs -- The Contractor shall make the repairs necessary to correct Fleet Defects on all Vehicles, at its sole expense, without regard to whether such repairs require work beyond the warranty period plus one (1) year.

(4) Applicability -- The requirements of this subsection shall extend for the useful life of the Vehicles.

(h) Warranty After Replacement or Repair -- If any component, system, subsystem, or part is repaired, rebuilt, or replaced by the Contractor, or by the RTC with the concurrence of the Contractor, such component, system, subsystem, or part shall be warranted for the full original warranty period. This warranty shall commence on the date the repaired, rebuilt or replaced component, system, subsystem or part is accepted by the RTC, on a Vehicle-by-Vehicle basis.

(i) Disputes -- Any disputes regarding the warranty provisions of this Section (including whether specific repairs are covered by warranty and the reimbursable cost of

repairs) shall be subject to the dispute resolution procedures set forth in Section 226 of this Agreement; provided that the Contractor shall comply with its obligations for warranty repairs, in accordance with the direction of the RTC, notwithstanding the pendency of any dispute.

(j) Damages and Costs -- In the event of any action by the RTC to recover damages for breach of warranty, the Contractor agrees to pay the RTC for such damages and the costs associated with such action, including reasonable attorneys' fees. In the event the RTC determines it is necessary to rent or lease vehicles while warranty repairs are conducted, the costs of such rentals or leases shall be borne by the Contractor.

## **SEC. 219 INDEMNIFICATION**

(a) Scope of Indemnity -- The Contractor agrees to protect, defend, indemnify and hold the RTC, its officers, board members, employees, and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, title and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the performance or implementation of this Agreement by the Contractor or any Subcontractor, or any other person for whom the Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim is based was caused by the negligence of the Contractor or any Subcontractors, or any other person for whom the Contractor is legally or contractually responsible, or their agents or employees. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to bear all costs and expenses of investigating, defending, or otherwise handling all claims described in this subsection, without regard to the merits or final disposition of such claims. For purposes of this subsection, the term "Subcontractor" does not include the RTC's fixed route or paratransit Service Contractor.

(b) Handling of Claims -- The RTC agrees that it will notify the Contractor in writing within ten (10) Days of receipt or notice of any claim described in subsection (a); provided that failure of the RTC to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section. The Contractor shall have the right to assume the defense of all



claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the RTC notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim. The RTC shall provide such assistance (except financial) for the defense of any claim as is reasonably requested by the Contractor. The RTC shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform the RTC as to all correspondence and proceedings in respect of any claim as to which indemnity is sought and to consult with the RTC with respect to all matters relating to any claim.

(c) Patent Infringement -- The Contractor shall advise the RTC of any anticipated, known or pending patent infringement action or other proceeding and shall provide all information available relating to the action. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any Vehicle, equipment, materials, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent; and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages, against the RTC. In case such Vehicle, equipment, or materials, or any part thereof, is held in such suit to constitute infringement and its use is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using such Vehicle, equipment, materials or parts, or replace the same with non-infringing equipment, or modify it so it becomes non-infringing.

(d) Service Contractor -- The RTC acknowledges that the Service Contractor operating and maintaining the Vehicles has its own specific indemnification and insurance obligations to the RTC under its Operations and Maintenance Agreement. The Contractor's indemnification obligations under this Section do not extend to or cover any negligent or willful actions of such Service Contractor or otherwise create any agreement or obligation to indemnify, the Service Contractor.

(e) Disclaimer of Liability -- The RTC will not hold harmless or indemnify the Contractor for any liability whatsoever. This subsection does not preclude the Contractor from pursuing resolution of a dispute with the RTC arising under this Agreement in accordance with Section 226.

## **SEC. 220     INSURANCE**

(a) Obligations of the Contractor -- The Contractor shall procure, and maintain in until the completion of all Work and services under this Agreement the insurance coverages in

the amount prescribed in this Section. All insurance required hereunder shall be procured from insurance or indemnity companies authorized or approved to do business in the State of Nevada with an A-, Class VI or better rating level, unless otherwise approved in writing by the RTC. The Contractor shall furnish the RTC, within fifteen (15) Days after this Agreement is executed by the RTC and the Contractor, certificate of insurance evidencing that the required insurance has been obtained.

(b) Types of Insurance Required -- The Contractor shall procure and maintain at its own cost and expense the following types of insurance:

- (1) Worker's Compensation and Employers' Liability -- A policy (or approved self-insurance plan) complying with all statutes applicable to work performed in the United States in connection with this Agreement, including those of Nevada, and any other State or Federal jurisdiction. Employers' liability coverage shall be at least \$1 million per occurrence.
- (2) Commercial General Liability Insurance -- Commercial General Liability coverage written on Insurance Services Office (ISO) "occurrence" form CG 00 01 04/13 or an equivalent form. Coverage shall include, but not be limited to, liability coverage arising from premises, operations, independent contractors, products/completed operations, personal and advertising, injury contractual liability and broad form property damage. The coverage under such policy shall provide at least the following limits:
  - (A) Bodily Injury or Property Damage Liability -- \$2 million minimum limit or the limit of liability customarily carried by the Contractor, whichever is greater, combined single limit per occurrence for bodily injury, personal injury and property damage.
  - (B) General Aggregate -- \$2 million minimum limit or the limit of liability customarily carried by the Contractor, whichever is greater.
  - (C) Products/Completed Operations Aggregate -- \$2 million minimum limit or the limit of liability customarily carried by the Contractor, whichever is greater. Coverage is to be maintained for a minimum period of five (5) years after the acceptance of the last Vehicle under this Agreement.
- (3) Automobile Liability Insurance -- Business Automobile coverage written on Insurance Services Office (ISO) coverage form CA 00 01, CA 00 05, CA 00 25, or an equivalent form providing coverage for the use of all

owned, non-owned, hired, leased, or rented vehicles used in connection with this Agreement is required. The coverage under such policy shall provide at least the following limits:

(A) Bodily Injury and Property Damage - \$2 million minimum limit or the limit of liability customarily carried by the Contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

(c) Endorsement -- The insurance coverages required under subsection (b) (other than worker's compensation and employer's liability) shall contain an endorsement naming the RTC and its officers, employees and agents as additional insureds, without exclusions. The additional insured status under General Liability is required for both premises and ongoing operations, as well as products and completed operations of the Contractor. The endorsement shall contain a provision that the RTC shall be notified by the insurer(s), in writing, thirty (30) Days prior to any cancellation. The Contractor shall notify the RTC in writing thirty (30) Days prior to any non-renewal or cancellation of any of the required insurance policies or of any material change to the required insurance policies adversely affecting the interests of the RTC. The Contractor shall provide to the RTC, on an annual basis, certificates of insurance and policy endorsements evidencing that the RTC is an additional insured without exclusions under the policies and coverages required by this Section.

(d) Contractor's Failure to Procure -- The Contractor's failure to procure or maintain the insurance required by this Section shall constitute a material breach of contract. In the event of such a breach, the RTC may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate this Agreement, or, at its discretion, to procure or renew such insurance to protect the RTC and pay the premiums in connection therewith, and withhold or recover from the Contractor all monies so paid.

(e) Deductibles -- The Contractor shall be solely responsible for all deductibles and self-assured retentions relating to all insurance required under this Section.

(f) Waiver of Subrogation -- The Contractor hereby waives all rights of recovery under subrogation because of deductibility clauses, inadequacy of limits of any policy, limitations or exclusions of coverage, or any other reason against the RTC and its officers, employees, and agents. The Contractor's workers compensation policy shall include an endorsement waiving the insurance company's right of subrogation against the RTC and its officers, employees, and agents.

(g) Primary and Non-Contributing – The insurance coverage required under this Section shall be primary insurance for claims covered, and any other insurance maintained by any additional insured or its officers, employees, or agents shall not contribute.

(h) Delivery of Policies -- The RTC may, in its discretion, require the Contractor to provide actual copies of the policy of any insurance that is required under this Section. The Contractor shall supply any policy required by the RTC within ten (10) Days after the RTC's request, unless the Contractor demonstrates that actual copies of such policy are unavailable.

## **SEC. 221 TRAINING AND MANUALS**

(a) Obligation of the Contractor -- The Contractor shall provide a Training Program for personnel of the RTC (and/or the Service Contractor) to insure proper operation, servicing, and maintenance of the Vehicles. This program shall be in accordance with this Section and shall include --

- (1) General Orientation (1 hr.)
  - A. Orientation of Features and Accessory operations
- (2)
- (3) Wheel Chair Ramp Maintenance and Repair Training (2 hrs.)
- (4) Air Conditioning Maintenance Training (2 hrs.)
  - A. Preventative Maintenance
  - B. Hoses and Wiring Inspection
  - C. Proper System Charging
- (5) Wheelchair Securement System (instruction USB drives included in the delivery packet of the vehicle and onsite training offered (1 hrs.)
  - A. Orientation of System
  - B. Securing the Wheelchair
  - C. Securing the Passenger
  - D. De-Boarding the Passenger
  - E. Occupant Securements
    1. Combination Lap and Shoulder Belt Type A-1
    2. Combination Lap and Shoulder Belt Type A-2
    3. Combination Lap and Shoulder Belt Type A-3
  - F. Preventative Maintenance Checklist
- (6) Factory Online Training: (Continuous)
  - A. Electrical

- B. Engine Performance
- C. Engine Repair
- D. Steering & Suspension
- E. Brakes
- F. Climate Control

(b) Elements of Training Program -- The Contractor shall submit to the RTC, within thirty (30) days after the NTP, a Training Plan describing the training and instruction the Contractor will provide under this Section. The Training Program shall include: (1) a specific description of the course content for the training and instruction to be provided in each category of training listed in subsection (a); and (2) recommendations for class sizes, training models, and other elements of the training. The Training Program shall also identify the specific training that will be provided at the RTC's facility and any training that will be offered at the Contractor's facilities.

(c) Scope of Training -- Instruction provided by the Contractor shall include manufacturers' recommendations for test frequency, limits, and methods, including instructions required, where applicable. Instruction shall cover all major components and subsystems. When methods of access, removal, dismantling, or application are not self-evident, the instruction shall cover these matters. At the conclusion of the classroom instruction, the Contractor shall furnish to the RTC two (2) complete sets of lesson plans, compact discs (CDs) or DVDs, classroom notes, films, slides, tapes, and related materials used in presenting the course.

(d) Manuals and Materials --

(1) General Requirements -- The Contractor shall transmit or ship to the RTC, in accordance with the Critical Path Schedule and at least thirty (30) Days prior to the arrival of the first Vehicle under this Agreement, not less than ten (10) operator manuals, not less than five (5) maintenance manuals, not less than five (5) parts manuals, and any other technical support manuals and materials required by the Technical Specifications. These manuals and other technical support materials shall be used in training under this Section as well as for ongoing operation and maintenance of the Vehicles.

(2) Operator Manuals -- The operator manuals shall be written in English, on 8½ x 11-inch paper; shall describe in detail the operating features and characteristics of the Vehicles; and provide sufficient information to assure safe and effective operation of the Vehicles.

(3) Maintenance Manuals -- The maintenance manuals shall be written in English and shall provide details of the Contractor's maintenance program and information regarding the recommended procedures and standards for maintenance and repair of the Vehicle, including all scheduled and preventative maintenance requirements and recommendations and estimated hours of maintenance required.

(4) Compact Disc -- The Contractor shall provide the RTC a compact disc (CD) of each manual and any other technical materials provided under this paragraph, as well as electronic updates to such manuals and materials as such updates are made.

## **SEC. 222 PARTS AVAILABILITY GUARANTEES**

(a) Obligations of Contractor -- The Contractor shall provide the spare parts, software, and all equipment necessary to maintain and repair the Vehicles purchased under this Agreement for the useful life of the Vehicles, which is four (4) years. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Agreement.

(b) Delivery Requirements --

(1) General Requirement -- The Contractor shall maintain, for the useful life of the Vehicles, the capability of delivering spare parts to the RTC within five (5) working Days after placement of an order. The Contractor shall maintain a spare parts outlet or contract with a customs broker to expedite the customs clearance of any parts.

(2) Vehicle Down Requirement -- In "vehicle-down" situations, availability of normal wear items such as filters, v-belts, hydraulic lines, and hoses shall not exceed twenty-four (24) hours for items available from United States suppliers and forty-eight (48) hours for items available from foreign suppliers.

(c) Survival of Obligation -- The Contractor's parts availability obligations under this Section shall survive the discharge of other obligations under this Agreement, and the RTC may use any available remedy to enforce such obligations.

(d) Out of Stock Items -- If the Contractor is out of stock on any major component replacement part ordered by the RTC, the Contractor will be responsible for all freight and premium charges associated with special ordering the item to meet the maximum delivery time specified. If delivery of the item will exceed the maximum guaranteed delivery time specified, the RTC must be notified for approval at the time of order placement. If the RTC requests delivery of times in less than the maximum allowable time, the RTC will be responsible for all freight and premium charges associated with special ordering the items.

## **SEC. 223 ACCESS TO RECORDS**

(a) General -- The Contractor agrees to maintain all records relating to the performance of the Work for the period specified in subsection (b), and further agrees that the RTC, the Secretary of Transportation, and the Comptroller General of the United States (or any of their authorized representatives) shall have access, at any reasonable time, to inspect the records and documents of the Contractor and its Subcontractors and suppliers, relating to any labor, materials, payrolls, plant, and equipment relating to the performance of this Agreement.

(b) Duration -- Access to records in accordance with this Section shall be given or obtained both during the performance of the Work and for the later of: (1) the three (3) year period beginning on the date of Acceptance for the last Vehicle under Section 215 of this Agreement; or (2) the final resolution of any litigation or claims arising out of this Agreement.

## **SEC. 224 LIQUIDATED DAMAGES**

(a) Late Performance -- The Parties mutually understand and agree that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in the contract schedule in Section 205 of this Agreement, or to meet its other time obligations under this Agreement (except for any extensions of time as provided in Section 211 or 212 of this Agreement), the RTC will be damaged thereby.

(b) Amount of Liquidated Damages -- The Contractor agrees to pay the following liquidated damages:

(1) For delay in the delivery of all Vehicles, in the amount of five hundred dollars (\$100) per Vehicle for each Day of delay, based on the delivery date for all Vehicles specified in Section 205(d) of this Agreement.

(2) For failure by the Contractor to commence repairs, or to correct a defect, in the time periods required by Section 218, in the amount of five hundred dollars (\$100) per Vehicle per Day for each Day the Contractor is late in commencing the repairs or in correcting the defect, whichever applies.

(3) For failure by the Contractor to provide parts in accordance with Section 222, in the amount of five hundred dollars (\$100) per part per Day of delay in the supply of parts.

(c) Acknowledgement by Contractor and Payment -- The Contractor agrees that (1) actual damages that would be incurred as a result of the action or inaction of the Contractor covered by this Section would be uncertain and difficult to ascertain; (2) the amounts of liquidated damages stated are reasonable in light of the anticipated or actual harm caused, the difficulties of proof of loss and the inconvenience or infeasibility of otherwise obtaining an adequate remedy; and (3) such amounts are in the nature of liquidated damages and do not constitute a penalty. The Parties have established these amounts in order to fix the Contractor's potential costs and to avoid disputes regarding the amount of damages owed as a result of the Contractor's action or inaction. These amounts may be deducted from any monies due, or which may thereafter become due, to the Contractor under this Agreement or any other contract, or may be separately recovered by the RTC. If the monies due the Contractor are insufficient or no monies are due to the Contractor, the Contractor shall pay the RTC the difference or the entire amount, as the case may be, within twenty (20) Days after receipt of a written demand by the RTC.

(d) Coverage of Payments -- If the RTC assesses and collects liquidated damages from the Contractor for a failure to fulfill a specific obligation under this Agreement covered by this Section, the RTC will not seek to recover damages from the Contractor for the same failure.

(e) Reservation of Rights -- Except as provided in subsection (d), the imposition of liquidated damages under this Section shall not affect the rights of the RTC to terminate this Agreement in accordance with the termination provisions of this Agreement or to seek recovery from the Contractor for losses or damages suffered by the RTC that are not related to violations of the obligations that are the basis for liquidated damages under this Agreement.

(f) Limitations -- Liquidated damages shall be limited to a maximum of ten percent (10%) of the total Contract Price.

(g) Force Majeure -- The Contractor may be excused from liquidated damages and may be entitled to a reasonable extension of time from the RTC for delay directly caused by a Force Majeure event, if the RTC determines that the Contractor has met the conditions set forth in Section 212(a). Any delay other than one caused by a Force Majeure event, or by a Change Order initiated by the RTC which authorizes an extension of time, shall constitute a breach of contract, and the RTC may recover liquidated damages for the breach.

## **SEC. 225      DISPUTES**

(a) General Requirement -- Any dispute arising under or related to this Agreement which is not disposed of by agreement between the RTC and the Contractor shall be decided in



accordance with the provisions of this Section, provided that by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process or to litigation.

(b) Notice of Dispute -- All disputes shall be initiated through a written dispute notice submitted by either party to the other party within ten (10) Days after the date the dispute first arises. Within fifteen (15) Days after delivery of the dispute notice, the receiving party shall submit a written response to the other party. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position; (2) any evidence supporting the party's position; and (3) the name of the person who will represent that party and any other person who will participate in negotiations and/or dispute resolution.

(c) Negotiation -- Following a dispute notice and response under subsection (b), the Parties shall first attempt in good faith to promptly resolve the dispute by discussion and negotiation between persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The Parties shall meet at a mutually acceptable time and place within fifteen (15) Days after delivery of the dispute response, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

(d) Second Level Review -- If the dispute is not resolved within forty (40) Days after delivery of the dispute notice, either party may submit the dispute (together with the dispute notice, the response, and any minutes from the subsection (c) process) to a two-person panel consisting of the RTC Executive Director and an individual in a comparable executive position with the Contractor. These two individuals shall meet within twenty (20) Days after the date of the submittal and shall attempt to reach a fair and equitable resolution of the dispute. If the two-person panel resolves the dispute, they shall issue a written decision that shall be administratively final and conclusive.

(e) Mediation/Arbitration -- Any dispute which is not resolved by the Parties through the operation of the preceding provisions of this Section may be submitted by mutual agreement of the Parties to mediation and/or arbitration in accordance with the commercial rules and procedures of the American Arbitration Association (AAA). The neutral mediator/arbitrator shall be selected in accordance with AAA procedures, and the mediation/arbitration hearing shall be held in the Reno, Nevada area. The result of any arbitration shall be final and binding upon both Parties, subject to judicial enforcement or review in a court in the State of Nevada of competent jurisdiction and venue.

(f) Litigation -- If a dispute is not resolved by the Parties through the operation of subsection (a) – (d) and is not submitted to arbitration by the Parties under subsection (e), either party may bring a civil action on the matter in dispute in a court in the State of Nevada of competent jurisdiction. Venue shall lie in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. The Parties shall engage in mediation of the dispute before either party may bring an action in court.

(g) Actions During Dispute Resolution -- Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under the Agreement (including those matters giving rise to the dispute) in accordance with the direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

(h) Alternative Dispute Resolution -- If agreed to by both Parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from that specified in this Section, mediation, or fact finding.

#### **SEC. 226 ASSIGNMENT; CHANGE IN OWNERSHIP OR CONTROL**

(a) Assignment -- The Contractor may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without advance prior written notice to the RTC, and no such assignment or transfer shall have the effect of reducing or modifying the obligations owed to the RTC under this Agreement.

(b) Change in Ownership or Control -- The Contractor agrees that in the event of the sale of substantially all of the assets or stock of the Contractor, or in the event of a change in control of the beneficial ownership of the Contractor, the Contractor will require, as a binding pre-condition on such sale or change in control, that the acquiring entity assume full responsibility for performance of all duties and obligations under this Agreement, without reduction or modification, including delivery of the Vehicles by the dates specified herein and in accordance with all requirements of the Contract Documents.

#### **SEC. 227 SUBCONTRACTING**

(a) Responsibility for Performance -- The Contractor shall be solely responsible for the performance of all Subcontractors and the fulfillment of all requirements of this Agreement and the other Contract Documents. The RTC has privity of contract with, and will recognize, only the Contractor.

(b) Required Provisions -- The Contractor shall assure that each of its Subcontractors performs its work under the subcontract in accordance with the applicable provisions of the Technical Specifications and other Contract Documents.

(c) Contractor's Duties -- The Contractor agrees that this Section does not operate to relieve the Contractor of any duty or liability under this Agreement, nor does it create any duty or liability on the part of the RTC to any Subcontractor. The Contractor shall have sole responsibility for promptly settling any disputes between Subcontractors and between the Contractor and any Subcontractor. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the status of any disputes involving any of its Subcontractors.

(d) Payment to Subcontractors -- The Contractor shall pay its Subcontractors on a timely basis, for and on account of work performed by such Subcontractors, in accordance with the terms of the respective subcontracts and in accordance with applicable State and Federal law. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the current status of payments to Subcontractors, including the reasons for any non-payment.

## **SEC. 228 GOVERNING LAW AND CONSENT TO JURISDICTION**

(a) State Law -- This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. The Contractor shall also comply with all applicable State laws and regulations and all applicable local ordinances.

(b) Federal Law -- The Contractor agrees to comply with the applicable Federal laws and regulations set forth in Appendix D to this Agreement.

(c) Contractor Affirmations and Responsibility -- The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, County, and City laws, codes, rules, and regulations, including the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all of such requirements at its sole cost and expense and without any increase in the price or timeframes specified in this Agreement due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or in the specified price.

(d) Jurisdiction -- The Contractor, by entering into the Agreement, consents and submits to the jurisdiction of the courts of the State of Nevada and of the United States, over any action at law, suit in equity, or other proceeding that may arise under or in connection with this Agreement or in the performance of the Contractor's obligations hereunder.

## **SEC. 229 TERMINATION FOR CONVENIENCE**

(a) In General -- The performance of the Work under this Agreement may be terminated by the RTC in accordance with this Section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination, provided not less than thirty (30) Days prior to the termination date, specifying the extent to which performance of the Work under the Agreement is terminated and the date upon which such termination becomes effective.

(b) Actions Following Notice -- Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall: (1) stop Work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination; (4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC Executive Director, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to directly settle or pay any or all claims arising out of the termination of such orders and subcontracts in accordance with the provisions in 48 CFR Part 49; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for purposes of this Section; (6) transfer title to the RTC and deliver in the manner, at the times, and to the extent directed by the RTC, the fabricated or unfabricated parts, Work in process or completed Work, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated, and the completed or partially completed plans, information, and other property which, if the Agreement had been completed, would have been required to be furnished to the RTC; (7) complete any such part of the Work that has not been terminated by the notice of termination; (8) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by such contract or paid in such other manner as the RTC

may direct; and (9) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the RTC has or may acquire an interest.

(c) Applicability of FAR Principles -- Settlement of claims by the Contractor, obligations of the RTC with respect to the settlement of terminated subcontracts, and recoveries by the RTC under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended.

## **SEC. 230      TERMINATION BY MUTUAL AGREEMENT**

This Agreement may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 230 or Section 232, respectively.

## **SEC. 231      TERMINATION FOR DEFAULT**

(a) In General -- The RTC may, subject to the provisions of subsection (b) of this Section, by thirty (30) Days advance written Notice of Termination for default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform any of the provisions of this Agreement in accordance with its terms and the RTC is harmed (in its judgment) by such failure.
- (2) If the Contractor fails to make progress in the prosecution of the Work so as to endanger the performance of this Agreement in accordance with its terms.
- (3) If the Contractor fails to make delivery of the Vehicles within the time specified in this Agreement (including any extension thereof).

(b) Opportunity to Cure -- The Contractor will be given the opportunity to cure any default within a period of thirty (30) Days after notice of such default under subsection (a) (or such longer period as the RTC may authorize in writing); provided that if the Contractor cannot reasonably cure such default within such thirty (30) Day cure period, the Contractor shall, prior to the expiration of such period, notify the RTC in writing, setting forth a plan for curing such default and a schedule and time certain by which such cure will be achieved. Upon receipt of such a notice and consultation with the Contractor, the RTC may (1) authorize the Contractor to proceed with the cure in accordance with its proposed plan and schedule; (2) direct the Contractor to make modifications in its proposed plan and/or schedule; or (3) reject such plan

and terminate the Agreement for default if the RTC determines, in its discretion, that the Contractor will not be able to cure such default.

(c) Re-procurement -- If this Agreement is terminated in whole or in part for default, the RTC may procure, upon such terms and in such manner as the RTC deems appropriate, vehicles, equipment or other Work similar (in terms of capacity and/or function) to that terminated. The Contractor shall be liable to the RTC for any excess costs for such similar procurement (the RTC undertaking all reasonable efforts to mitigate such excess costs), and shall continue the performance of this Agreement to the extent not terminated under this Section.

(d) Applicability of FAR Principles -- Except as otherwise provided, settlement of claims under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended.

(e) Conversion to Termination for Convenience -- If after notice of termination of this Agreement under this Section, it is determined for any reason that the Contractor was not in default under this Section or that the default was excusable under this Section, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience under Section 230, unless the Parties otherwise agree.

#### **SEC. 232 WAIVER OF TERMS AND CONDITIONS**

The failure of the RTC or the Contractor to enforce one or more of the terms of this Agreement or to exercise any of its rights or privileges hereunder, or the waiver by the RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

#### **SEC. 233 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the RTC and the Contractor.

#### **SEC. 234 CONTRACT AMENDMENTS**

This Agreement and the Appendices hereto may only be amended or modified by written agreement duly executed by the RTC and the Contractor.

#### **SEC. 235 NOTICES UNDER AGREEMENT**

(a) Written Notice -- All notices and communications required pursuant to the terms of this Agreement shall be in writing, unless an emergency situation dictates otherwise.

(b) Addresses -- Communications should be addressed as follows:

If to the RTC:

Bill Thomas, AICP  
Executive Director  
Regional Transportation Commission of Washoe County  
1105 Terminal Way  
Reno, NV 89502  
Fax: (775) 348-3218  
Email: bthomas@rtcwashoe.com

If to the Contractor:

Joe Machin  
COO  
RO Truck & Equipment LLC DBA RO Bus Sales  
2701 Westwood Drive  
Las Vegas, NV 89109  
Fax 702-835-1434  
Phone 702- 798-009- x 231

(c) Receipt of Notice -- Communications and notices in connection with the performance of this Agreement shall be considered received at the time actually received by the addressee or designated agent. Any notices required by this Agreement shall be deemed received on: (1) the day of delivery if delivered by hand (including overnight courier service) or personal service during the receiving Party's regular business hours; (2) by facsimile with confirmation of transmission before or during the receiving Party's regular business hours; or (3) sent by United States mail, via certified mail return receipt requested to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. An original signed copy, via United States mail, shall follow fax transmissions. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Copy -- A copy of all notices and communications required by the terms of this Agreement shall be provided to the RTC's Project Director delivered in the manner specified in subsection (c).

(e) Required Notices -- In addition to notices required by the terms of this Agreement, notice is required for all matters involving possible termination actions, litigation, indemnification and disputes. Routine correspondence shall be directed to the Contractor's

Project Manager and the RTC's Project Director.

**SEC. 236 CONFLICT OF INTEREST**

(a) In General -- An official, member, or employee of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or Work under this Agreement shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement. No member, officer, or employee of the RTC shall, during his or her tenure and for one (1) year thereafter, have any interest in this Agreement or the proceeds hereof.

(b) Prohibited Interests -- Each Party represents that it is unaware of any financial or economic interest of any official, member or employee of the RTC relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the RTC may immediately terminate this Agreement for default or convenience.

(c) Prohibited Commissions -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty the RTC shall have the right to terminate this Agreement without liability or in its discretion to deduct from the Contract Price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) Termination -- In the event this Agreement is terminated as provided for in this Section, the RTC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Agreement by the Contractor.

(e) Reservation of Rights -- The rights and remedies of the RTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Agreement.

**SEC. 237 TAXES**



The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The Contractor shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to Work under this Agreement. The Contractor shall make any and all payroll deductions required by law. The Contractor agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**SEC. 238      DISCRIMINATION**

The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if the Contractor or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Contractor in breach of this Agreement, terminate the Agreement, and designate the Contractor as non-responsible.

**SEC. 239      PUBLIC RECORDS**

The RTC is a public agency as defined by Nevada State law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

## **SEC. 240      CONFIDENTIALITY**

(a)    By Contractor -- All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Contractor is confidential and privileged. The Contractor shall not disclose this information, or allow it to be disclosed to any person or entity without the express prior written consent of the RTC. The Contractor shall have the right to use any such confidential information only for providing the services under this Agreement, unless the express prior, written consent to RTC is obtained. Upon request by the RTC, the Contractor shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.

(b)    By RTC -- The RTC agrees to comply with the terms of any Confidentiality Agreement entered into by and between the RTC and the Contractor for this project.

(c)    Exclusion -- The confidentiality requirements of this section shall not apply where: (1) the information is, at the time of disclosure by the RTC, in the public domain; (2) the information is known to the Contractor prior to obtaining it from the RTC; (3) the information is obtained by the Contractor from a third party who did not receive the information directly or indirectly from the RTC; or (4) the information is subpoenaed by court order of other legal process; provided that in such event, the Contractor shall promptly notify the RTC. The RTC, in its sole discretion, may seek to quash such demand.

(d)    Survival -- The obligations of confidentiality shall survive the termination of this Agreement.

## **SEC. 241      MARKETING RESTRICTIONS**

The Contractor may not publish or sell any information from or about this Agreement without the prior written consent of the RTC. This restriction does not apply to the use of the RTC's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Contractor or its services.

## **SEC. 242      RESERVED**

## **SEC. 243      INTELLECTUAL PROPERTY**

(a)    Contractor Ownership -- The Contractor shall retain ownership of (1) any patents; (2) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and

technical data; (3) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States, and anywhere in the world, and all other rights corresponding thereto throughout the world; and (4) any other proprietary rights (collectively, the “Intellectual Property”) in or to the technology associated with the Vehicles supplied to the RTC under this Agreement.

(b) License to RTC – The Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, non-transferable license to use the Intellectual Property for purposes of operations and maintenance of the Vehicles supplied under this Agreement and for related governmental purposes, including carrying out its obligations under its grant from FTA for the Project. The RTC agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose.

(c) Use of Information -- The RTC may disclose information relating to or generated by the Intellectual Property as follows: (1) to the Service Contractor, but only to the extent necessary to allow such party to operate and/or maintain the Vehicles, and subject to such party’s execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; (2) to the professional consultants with whom the RTC contracts to carry out activities under the Project, but only to the extent necessary to allow such parties to carry out their contractual obligations to the RTC and subject to such party’s execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; and (3) to the FTA, to the extent necessary to carry out the FTA grant agreement and the Project. The RTC further agrees that it will not allow any third party to reverse engineer the Vehicle.

(d) Warranty – The Contractor warrants that it is the owner of the Intellectual Property, that it has the right to convey and grant the license described in subsection (b), and that the RTC’s use thereof as contemplated in this Section, will not infringe upon any third party’s proprietary rights. The Contractor further agrees to defend and indemnify the RTC against all costs and damages arising from claims by a third party that the RTC’s use of the Intellectual Property infringes upon or violates such party’s rights.

#### **SEC. 244 ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof, and supercedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to such subject matter.

**ARTICLE III -- PAYMENT TERMS AND CONDITIONS**

**SEC. 301      CONTRACT PAY ITEMS AND PRICES**

(a) Vehicle Price - The RTC shall pay the Contractor a total Contract Price not to exceed \$1,492,575.00 which is composed of the following pay item at the following price:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicles	Ten (10)	\$149,257.50	\$1,492,575.00
<b>CONTRACT PRICE</b>		<b>Total:</b>	<b>\$1,492,575.00</b>

(b) Full Compensation – Payment for the pay items listed in this Section shall constitute full compensation to complete the Work in conformity with this Agreement and shall constitute full compensation for all transportation costs (including delivery and unloading costs, insurance costs, import duties, taxes, and fees), sales taxes, title fees, insurance and indemnification obligations, and other associated costs incurred or assumed by the Contractor in providing the Vehicles, and otherwise carrying out the Work in accordance with this Agreement and the other Contract Documents. In addition, the payment of the Contract Price includes the operations and maintenance manuals and the training the Contractor is obligated to provide under Section 221 hereof.

(c) No Additional Compensation – The Contractor shall not be entitled to any additional compensation for restoring loss or repairing damage arising during the completion of the Work, for correcting deficiencies or defects in the Work, for the consequences of unforeseen events, or for the cost of warranty repairs, except as otherwise specifically provided in a Change Order issued by the RTC.

**SEC. 302      PAYMENTS**

(a) Schedule -- The RTC shall make payments to the Contractor for the Vehicles identified in Section 301(a) in accordance with the following schedule: (1) payment will be made for each vehicle within thirty (30) days of delivery and acceptance of each vehicle by the RTC.

(c) Audits --

(1) Authority to Audit -- The RTC (or its authorized representative) may perform audits so as not to interfere with timely processing of payment applications and invoices. If an audit indicates the Contractor has been overpaid, that overpayment will be credited against the next Payment due, or remitted in full by the Contractor.

(2) Change Orders -- Payment for work under Change Orders negotiated on a cost reimbursable basis shall be subject to RTC review and audit of the Contractor's records supporting the invoice.

(3) Maintenance of Records -- The Contractor shall maintain all records relating to performance of the Work, and shall make those records available for audit, inspection, and copying, in accordance with Section 224 of this Agreement.

(d) Deductions from Payments -- In addition to the deductions provided for under subsection (b), the RTC shall deduct from each Payment the following:

- (1) any liquidated damages which have accrued as of the date of the application for payment, subject to the overall limitation on liquidated damages set forth in Section 225(f);
- (2) any sums expended by the RTC in performing any of the Contractor's obligations under this Agreement which the Contractor has failed to perform; and
- (3) any other sums which the RTC is entitled to recover from the Contractor under the terms of this Agreement.

The failure by the RTC to deduct any of these sums from a Payment shall not constitute a waiver of the RTC's right to deduct or otherwise collect such sums.

### **SEC. 303      INVOICING**

(a) Form and Content -- The Contractor shall submit invoices to the RTC in accordance with this Section. Invoices based on delivery of the Vehicles shall be submitted within ten (10) Days after delivery, and invoices based on Acceptance shall be submitted within fifteen (15) Days after Acceptance. Invoices shall be submitted electronically to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com). A copy of the original invoice shall be provided by the Contractor to the RTC's Project Director.

(b) Payment -- Within thirty (30) Days after receipt of an invoice from the Contractor, that includes the required documentation, the RTC shall pay the invoiced amount to the Contractor, less the retainage described in Section 302(b) and any deductions under Section 302(d), and subject to any withholding in accordance with subsection (c) of this Section.

(c) Withholding -- If the RTC objects to the payment of an invoice (or any portion thereof) or questions the sufficiency of the vouchers or documentation submitted, the RTC may withhold payment of the portion of the invoiced amount to which it objects and pay the balance. The RTC shall promptly notify the Contractor of this withholding, and the reasons therefore, and

provide the Contractor with an opportunity to correct or resolve the issue presented. Any payment that is determined, pursuant to the dispute resolution process under Section 226, to have been unreasonably withheld or denied by the RTC will bear an interest at the Prime Rate from the due date of payment.

(d) Spare Parts – The Contractor shall provide the RTC with a list and price schedule of recommended spare parts. If the RTC acquires spare parts or other equipment from the Contractor, the RTC will make payments for such spare parts and/or equipment at the unit prices itemized in the price schedule provided to the RTC, unless the Parties agree to a different price. Such payment will be made within fifteen (15) days after the delivery and acceptance of spare parts and/or equipment and receipt of a proper invoice.

#### **SEC. 304 FINAL PAYMENT**

(a) Payment and Release -- In the invoice for final payment under Section 302, the Contractor shall include a written release from any and all claims arising from the Work under and in connection with this Agreement. The release shall be accompanied by a certification by the Contractor that:

(1) any claims made by Subcontractors or other parties against the Contractor relating to the Work have either (A) been resolved; or (B) if not resolved (such as claims subject to pending litigation), remain fully covered by the Contractor's indemnification of the RTC under Section 219;

(2) it has no reason to believe that any party has a valid claim against the Contractor which has not been communicated in writing by the Contractor to the RTC as of the date of the certification; and

(3) all warranties and guarantees are in full force and effect. The release and certification shall survive final payment. Final payment made in accordance with this subsection will be conclusive and binding against both Parties to this Agreement on all questions relating to the amount of Work done and the compensation paid therefore, except as otherwise provided in subsection (b).

(b) No Estoppel --

(1) In General -- The RTC shall not be precluded or estopped by any final payment to the Contractor:

(A) from showing at any time (either before or after the final completion and acceptance of the Work and payment therefore) the true and

correct amount and character of the Work done or materials furnished by the Contractor or any person under this Agreement; or

(B) from showing at any time that any such final application of payment is untrue and incorrect, or improperly made, or that the Work and equipment and materials (or any part thereof) do not, in fact, conform to the Contract Documents.

(2) Damages -- The RTC shall not be precluded or estopped, notwithstanding any final payment to the Contractor, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply this Agreement or the other Contract Documents.

### **SEC. 305 COST OR PRICE ANALYSIS**

(a) In General -- The RTC has conducted a cost or price analysis in accordance with Federal Transit Administration and/or Federal Acquisition Regulation principles in order to verify that the prices proposed by the Contractor are fair and reasonable for the equipment and services to be provided under this Agreement. The cost or price analysis shall remain on file at the RTC for the three (3) year-period beginning on the date of expiration of this Agreement. If cost analysis is required, the Contractor agrees to provide cost and pricing information (including labor, materials, indirect costs, and profit) to the RTC and to otherwise cooperate fully with the RTC its performance of the cost analysis and in any future audit or review thereof.

(b) Additional Reviews and Audits -- The RTC may, during Vehicle production, and at such other times as it deems appropriate, conduct an additional cost review/audit for purposes of comparing the Contractor's estimates relating to direct materials, labor, and indirect costs to the actual cost incurred for those items.

### **SEC. 306 LACK OF FUNDS CLAUSE**

The entering into and implementation of this Agreement by the RTC is subject to its receipt of funds adequate to carry out the provisions of this Agreement in full. The RTC Executive Director may cancel or reduce the Work if he or she determines that there will be a lack of adequate funding available for the Work. In such event, the Executive Director shall notify the Contractor in writing thirty (30) Days in advance of the date that such cancellation or reduction is to be effective. If the Executive Director cancels the Work under this Section, such cancellation shall be treated as a termination for convenience under Section 230 of this Agreement.

IN WITNESS WHEREOF, the RTC and the Contractor have executed this Agreement on  
September 15, 2023.

By: \_\_\_\_\_  
Bill Thomas, AICP  
Executive Director  
Regional Transportation Commission  
of Washoe County, Nevada

By: \_\_\_\_\_  
Joe Machin, Chief Operation Officer  
RO Truck & Equipment, LLC DBA RO Bus Sales  
2701 Westwood Drive  
Las Vegas, NV 89109

Sample



APPENDIX A - PRICE SCHEDULE AND TECHNICAL SPECIFICATIONS



RO Bus Sales  
2701 Westwood Dr, Las Vegas NV, 89109  
Phone/Fax: (702) 798-0029 / (702) 835-1434

Date: 8/23/2023

Order Form																																								
Agency:	Regional Transportation Commission of Washoe County		Vehicle Type:	Ram Promaster (159)																																				
Contact:	Mark Schlador		Year:	2023																																				
Address:	1105 Terminal Way, Suite #200		Manufacturer:	Ram																																				
City/ST/Zip:	Reno, NV 89502		Model:	Promaster 159																																				
Phone/Fax:	(775) 332-2161		Type:	159 EXT HR																																				
Email:	MSchlador@rtcwashoe.com		Passenger:	7 Passenger / (1) Wheelchair Positions																																				
P.O. #	TBD		Lift Manufacturer:	MPOWER																																				
Sales Person:	Joe Machin		Lift Type:	32" Manual Ramp																																				
Ford GPC	N/A		Seat Type:	GO-ES Seats																																				
Quantity:	Vehicle Description	Price	Ext. Price																																					
1	Sunset Vans - Vehicle #3 - Ram Promaster 159" Lowfloor 2023 Step in Side Wheelchair Position, (1) Wheelchair Positions, Upgrade to 46" Plug Door (Electric)Interior Dome Lights, Door Entrance LED Lighting, ABS Interior, Driver Heavy Duty Running Board, Rear A/C System, 7 GO-ES Seats, Manual 32" Ramp, Interlock for Ramp, Spare Tire, Back Up Alarm, Entrance Grab Bar, Safety Kit, Window Tint.	\$122,598.25	\$122,598.25																																					
1	2023 Chassis Increase	\$5,504.75	\$5,504.75																																					
Options																																								
1	Delete Front passenger seat add storage pod	\$2,100.00	\$2,100.00																																					
1	Drivers Running Board	\$375.00	\$375.00																																					
1	Wheelchair Area Grab Bar	\$534.00	\$534.00																																					
1	Upgrade to 46" Plug Door (Electric)	\$5,483.00	\$5,483.00																																					
1	Rear Step-Up to Seating Area in Rear of Van - 10 inch Step	\$810.00	\$810.00																																					
1	Wall mounted Tie down storage	\$233.00	\$233.00																																					
7	Ambulatory 19" GO ES Seat	\$135.00	\$945.00																																					
2	Entry Door Grab Rail - ADA Yellow Accessible	\$360.00	\$720.00																																					
4	Wall Straps	\$40.25	\$161.00																																					
1	Assist Hand Rail for Ramp	\$990.00	\$990.00																																					
1	External Power Door Locked Switch	\$517.50	\$517.50																																					
1	Seon 4 Camera System	\$6,037.00	\$6,037.00																																					
<b>DISCLAIMER OF WARRANTIES</b> The Seller, RO BUS SALES, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Merchantability of Fitness for A Particular Purpose, and RO BUS SALES Neither Assumes nor Authorizes Any Other Person To Assume For It Any Liability In		<b>DISCLAIMER OF DELIVERY</b> Delivery is expected within 365 days. Delivery may occur sooner than expected. Delivery time may be extended if OEM supply chains are extended.																																						
Joe Machin Sales Representative <i>Joe Machin</i> Sales Representative's Signature	Mark Schlador Purchaser Name Purchaser's Signature	<table border="1"> <tr><td>Base Price</td><td>\$128,103.00</td><td></td></tr> <tr><td>Options</td><td>\$18,905.50</td><td></td></tr> <tr><td><b>Total</b></td><td><b>\$147,008.50</b></td><td></td></tr> <tr><td>Doc Prep Fee</td><td>\$470.75</td><td></td></tr> <tr><td>Taxable Amount</td><td>\$147,008.50</td><td></td></tr> <tr><td>Tax Total</td><td>Exempt</td><td>8%</td></tr> <tr><td>Subtotal</td><td>\$147,479.25</td><td></td></tr> <tr><td>DMV Fee</td><td>\$28.25</td><td></td></tr> <tr><td>Delivery Fee</td><td>\$1,750.00</td><td>Reno, NV</td></tr> <tr><td><b>Total</b></td><td><b>\$149,257.50</b></td><td></td></tr> <tr><td>Number of Units</td><td>10</td><td></td></tr> <tr><td>Final Total</td><td>\$1,492,575.00</td><td></td></tr> </table>			Base Price	\$128,103.00		Options	\$18,905.50		<b>Total</b>	<b>\$147,008.50</b>		Doc Prep Fee	\$470.75		Taxable Amount	\$147,008.50		Tax Total	Exempt	8%	Subtotal	\$147,479.25		DMV Fee	\$28.25		Delivery Fee	\$1,750.00	Reno, NV	<b>Total</b>	<b>\$149,257.50</b>		Number of Units	10		Final Total	\$1,492,575.00	
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<b>Total</b>	<b>\$149,257.50</b>																																							
Number of Units	10																																							
Final Total	\$1,492,575.00																																							
8/23/2023 Date	Date	<input type="checkbox"/> RO Limited Warranty (30 Days) (Check Box) <input checked="" type="checkbox"/> Factory Certified Warranty (Check Box) <input type="checkbox"/> As Is, No Warranty																																						
THE SIGNER OF THE ABOVE AGREEMENT MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE PURCHASING ENTITY AND OR INDIVIDUAL		Make Check Payable to: R O Bus Sales																																						

## APPENDIX B - PRODUCTION SCHEDULE

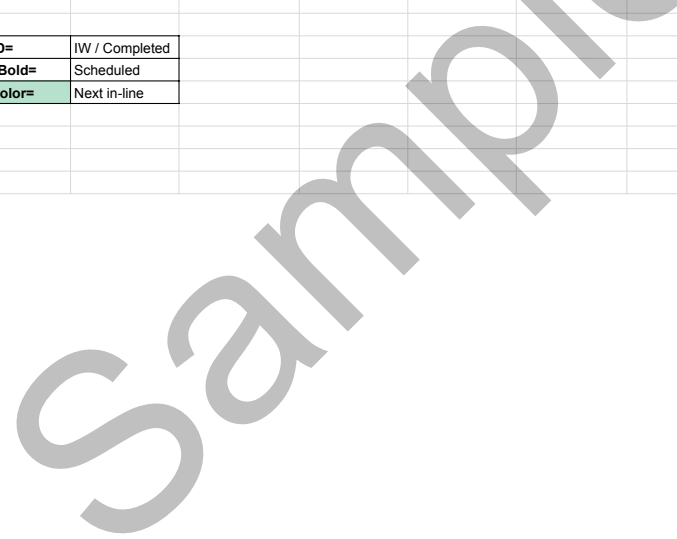
Today's Date 9/1/23	<b>Expected Completion Date</b> 2/15/2024	<b>TIME REMAINING</b>		<b>UNITS READY</b> RO Pre-Inspection	<b>UNITS REMAINING - RTC</b>	<b>RTC FINAL DELIVERY</b>
		<b>196</b>	<b>28</b>	<b>0</b>	<b>10</b>	<b>0</b>
		DAYS	WEEKS			

NOTE: all dates are tentative and subject to change

### RTC WASHOE PRODUCTION SCHEDULE - RAM 159

VIN	Unit Number	Invoice Number	RO Stock Number	RTC Unit Number	On Line	Completion Date	Cameras	Wash	PDI	Alignment Form	DRS Request	RO QC-Inspection	Delivery to RTC yard	RTC Final Delivery
3C6MRVJG4PE512711	RP6014	100827	23034896		11/1/2023	1/4/2024	1/9/2024	1/12/2024	1/15/2024	1/15/2024	1/15/2024	1/15/2024	1/17/2024	
3C6MRVJG9PE508458	RP6107	100828	23034897		11/1/2023	1/4/2024	1/9/2024	1/12/2024	1/15/2024	1/15/2024	1/15/2024	1/15/2024	1/17/2024	
3C6MRVJG5PE520798	RP6031	100829	23034898		11/8/2023	1/11/2024	1/16/2024	1/19/2024	1/22/2024	1/22/2024	1/22/2024	1/22/2024	1/24/2024	
3C6MRVJGXPE520795	RP6032	100830	23034899		11/8/2023	1/11/2024	1/16/2024	1/19/2024	1/22/2024	1/22/2024	1/22/2024	1/22/2024	1/24/2024	
3C6MRVJG9PE508492	RP6033	100831	23034900		11/15/2023	1/18/2024	1/23/2024	1/26/2024	1/29/2024	1/29/2024	1/29/2024	1/29/2024	1/31/2024	
3C6MRVJG4PE508481	RP6036	100832	23034901		11/15/2023	1/18/2024	1/23/2024	1/26/2024	1/29/2024	1/29/2024	1/29/2024	1/29/2024	1/31/2024	
3C6MRVJG4PE520789	RP6088	100833	23034902		11/22/2023	1/25/2024	1/30/2024	2/2/2024	2/5/2024	2/5/2024	2/5/2024	2/5/2024	2/7/2024	
3C6MRVJG3PE512702	RP6039	100834	23034903		11/22/2023	1/25/2024	1/30/2024	2/2/2024	2/5/2024	2/5/2024	2/5/2024	2/5/2024	2/7/2024	
3C6MRVJG4PE508478	RP6118	100835	23034904		11/29/2023	2/1/2024	2/6/2024	2/9/2024	2/12/2024	2/12/2024	2/12/2024	2/12/2024	2/14/2024	
3C6MRVJG8PE508466	RP6117	100836	23034905		11/29/2023	2/1/2024	2/6/2024	2/9/2024	2/12/2024	2/12/2024	2/12/2024	2/12/2024	2/14/2024	

<b>BOLD=</b>	IW / Completed
<b>Non-Bold=</b>	Scheduled
<b>Fill Color=</b>	Next in-line



**APPENDIX C  
ALTOONA TESTING**

**ALTOONA TESTING**

Contractor assures that the Vehicles provided by RO Bus Sales have successfully met the FTA Altoona Testing requirement.

Sample

**APPENDIX D**  
**FTA REQUIRED CLAUSES**

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

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

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

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

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

The following access to records requirements apply to the Agreement:

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

**4 - FEDERAL CHANGES**

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

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

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

## 6 - CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

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

### C. Equal Employment Opportunity

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

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

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

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that

it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

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

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

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

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

## 7 - INCORPORATION OF FTA TERMS

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

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

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

B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or



rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

**9 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]**

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**10 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]**

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

**11 - 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.

**12 - 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.

**13 - 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.

**14 - 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.

**15 - 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.

**16 - 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 required 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 satisfactorily completed.

**17 - 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.

**18 - 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.

**19 - 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.

**20 - 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.

**21 - 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.

**22 - 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.

**23 - 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.

#### **24 - 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.

#### **25 - 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.

#### **26 - 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.



**APPENDIX E:  
FTA CERTIFICATIONS**

**LIST OF REQUIRED CERTIFICATIONS**

- X**        **Buy America**
  
- X**        **Bus Testing Certification**
  
- X**        **DBE Statement and Certification**
  
- X**        **Certification Regarding Federal Motor Vehicle Safety Standard (FMVSS)**
  
- X**        **Certification Regarding Lobbying**
  
- X**        **Certification Regarding Debarment, Suspension, Other Ineligibility &  
Voluntary Exclusion**
  
- X**        **Affidavit of Non-Collusion**

## BUY AMERICA CERTIFICATION

Certification requirement for procurement of buses, other rolling stock and associated equipment.

### **Certificate of Compliance with Buy America Requirements**

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR part 661.

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

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

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

### **Certificate of Non-Compliance with Buy America Requirements**

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**BUS TESTING CERTIFICATION**

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned Contractor/Manufacturer certifies that the vehicle complies or will comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. Part 31.

In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 C.F.R. Part 29.

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

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

Company Name: \_\_\_\_\_

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

Sample

## **DBE STATEMENT AND CERTIFICATION**

As a condition of being authorized to participate in transit vehicle procurements in which Federal Transit Administration (FTA) funds are used, each transit vehicle manufacturer, including chassis manufacturers, and all subsequent manufacturers involved in the completion of transit vehicles must certify that it has submitted for the FTA Administrator's approval an annual percentage Disadvantaged Business Enterprise (DBE) goal in compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c).

The Federal Transit Administration, Office of Civil Rights, will act as a resource to verify the status of each manufacturer.

### **CERTIFICATION**

Compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c) is hereby certified:

\_\_\_\_\_  
(Typed Name of Contractor Official)

\_\_\_\_\_  
(Typed Name of Firm)

\_\_\_\_\_  
(Typed Street Address)

\_\_\_\_\_  
(Signature of Contractor Official)

\_\_\_\_\_  
(Typed City, State & Zip Code)

\_\_\_\_\_  
(Telephone Number of Contractor)

\_\_\_\_\_  
(Date)

**CERTIFICATION REGARDING FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

The Contractor certifies that it shall submit either: (1) manufacturer's FMVSS self-certification information that the Vehicle complies with relevant FMVSS standards or; (2) manufacturer's certified statement that the contracted Vehicles will not be subject to FMVSS regulations.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

Sample

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

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

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

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

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

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

Contractor Name: \_\_\_\_\_

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

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

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

## AFFIDAVIT OF NON-COLLUSION

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

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

Firm Name: \_\_\_\_\_

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

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

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





## APPENDIX F - WARRANTY DOCUMENTS

### Warranty Description and Procedures

We at RO Bus Sales are dedicated to ensuring your continued satisfaction with your new bus or van. There may come a time when repairs covered under warranty policy are needed. The following information is provided to help you understand how to utilize the warranty services and get you bus or van back on the road. It is our desire to serve you as quickly and effectively as possible. To initiate a warranty claim or request service please contact our Customer Service Department at 702-798-0029 Ext. 1-226. We can also be reached by email at [sales@robussales.com](mailto:sales@robussales.com)

Sunset Vans manufactures its vehicles to the highest standards in the industry. In the event that service or warranty repairs are needed please contact our service warranty department or your sales representative. You can reach our warranty department at 562-862-2177 x306. Jorge Lucas is the service manager who can assist with all your warranty needs. Jorge can also be reached by email at [Repairs@sunsetvans.com](mailto:Repairs@sunsetvans.com). We strive to resolve your issue as quickly as possible.

Sunset Vans warrants its conversion products and workmanship added to the factory chassis for a period of 3 years or 36,000 miles (whichever occurs first). We will repair and replace damaged parts that are due to manufacturer's defect. Misuse, neglect, or human error is not covered. Not covered is normal maintenance, light bulbs, fluid changes, normal maintenance etc. Sunset **MUST** be contacted before any warranty work is performed for pre-approval. Below is a list of special warranty conditions and exceptions.

### Description

Our abs interior components are given a 3 year/36,000-mile warranty from manufacturer defects. Minor scratches or dings are not a warranted item. Wear and tear is not covered.

This warranty is provided to the original purchaser and is not transferable. (Does not apply to vehicles if purchased from an authorized Sunset Vans Inc. dealer on first transfer.)

Conversions warranted by Sunset Vans Inc. is independent of other manufacturer's warranties. This warranty from Sunset Vans Inc. does not cover OEM manufacturer warranties. Such warranties from Ford, GM or Dodge are independent and have their own warranty procedures. Sunset will warranty items that are damaged due to conversion, on OEM vehicles, but not items covered by manufacturer warranty. All parts covered by OEM warranties, are not covered by Sunset Vans Inc.



Parts installed in the conversion process that are manufactured by third party companies such as wheelchair lifts, air conditioners, and interlocks have their own manufactures warranty. Each specific product contains its own warranty terms and conditions independent of the Sunset Vans Inc warranty. Sunset Vans Inc does warranty and guarantee workmanship in the correct installation of such components for the 3 year or 36,000 miles. Product defects are covered by the respective OEM manufacture.

The lift manufacturer warrants lifts for their time specified, typically 3-5 years. It is important that the manufactures warranty card is returned when the vehicle is first purchased. Some vendors only give a 1-year warranty if the warranty card is not returned. Sunset will repair any warranty work due to installation free of charge. Defective parts can be handled thru the lift manufacture or their authorized dealers. Damaged caused by neglect or misuse, such as lift rising into door and breaking off handle, or having the ramp ran over by an automobile is not covered under warranty. **We recommend that all hydraulic lifts are serviced and adjusted once every 6 months to prolong the life of the lift.**

The air conditioner unit is under warranty for 3 year or 36,000 miles. In the event that there is a problem you may call Sunset Vans Inc. at 562-862-2177 or call the Pro Air service center at 800-338-8544 and ask for the customer service department. There are ProAir service centers throughout the United States for your convenience.

### **Warranty Procedures**

In the event that an item needs to be fixed or replaced call Sunset Vans Inc. warranty department at 562-862-2177 x306. Jorge Lucas is the Service Manager. Give a description of the problem and we will resolve the issue as soon as possible. An email can be sent to [Repairs@sunsetvans.com](mailto:Repairs@sunsetvans.com)

### **Our warranty process is as follows:**

- 1 Call or email RO Bus Sales or Sunset Vans Inc. to inform us of the problem so we can help diagnose the quickest way to resolve the issue. (Determine if it is an OEM or Conversion issue)
- 2 RO Bus Sales or Sunset Vans Inc. will provide the closest approved repair facility for the type of repairs needed.
- 3 RO Bus Sales or Sunset Vans Inc. must approve the needed repairs prior to work being performed and at its option, repair or replace the defective parts. Labor and parts will be covered by Sunset Vans Inc. at a standard industry labor rate.



- 4 RO Bus Sales or Sunset Vans Inc. will provide payment to the approved vendor.
- 5 Sunset Vans Inc. generally uses OEM service centers for vehicle malfunctions, and authorized certified lift installers for lift repairs.

Generally, these steps can be resolved very quickly. In some situations, Sunset can assist with third part warranty repairs by providing needed parts from our stock to reduce the delay of waiting on third part parts. (This is a courtesy and is not always available. Please check with Service manager)

### **Scope**

The owner of the vehicle must keep vehicle and conversion components according to manufacture recommendations. In certain situations, Sunset Vans Inc. may require the repair facility to return defective parts. Sunset Vans Inc. reserves the right for a second shop opinion, or an inspection by a Sunset Vans Inc. employee to complete a repair claim. This warranty can only be changed when done so in writing by an approved representative of Sunset Vans Inc. Sunset Vans Inc. shall not be responsible or liable for indirect damages or loss of any kind, (ex. Time, loss of wages, or incidental damages) Towing, rentals or transportation are not covered unless approved in advance by Sunset Vans Inc officer. This warranty gives certain legal rights, which may vary state by state. Please contact Sunset Vans Inc. for specific details.

## **LIMITED WARRANTY**

### **WARRANTY PERIOD**

InterMotive warrants the product for the period of ***one year*** from the date the product was shipped from InterMotive (if not registered) or ***two years*** from the in-service date (if the warranty registration is completed on-line) for products that fail to function properly under normal use because of a manufacturing defect when installed and operated according to the manufacturer's instructions. The product will be repaired or replaced with a comparable product without charge.

- **Diagnostics** - A service facility diagnosing, installing, and/or repairing a product must follow the proper InterMotive procedures/documents – reference [www.intermotive.net](http://www.intermotive.net) or call 530-823-1048.
- **Labor Reimbursement** - Contact InterMotive prior to commencing diagnostic/repair for information on allowable labor reimbursements.
- **Return Goods Authorization** - The customer must contact InterMotive with the product serial number and obtain an RGA number prior to shipping the product to InterMotive.
- **Return Packaging** - The part being returned must have the RGA number and a detailed description of the symptom(s) or issue(s) the product is exhibiting attached to it. Packages received without an RGA number written on the outside will be refused delivery and returned to the customer at their expense.
- **Shipping** – Shipping is the initial responsibility of the customer. If the product is determined to be warrantable and is repaired or replaced, InterMotive will pay for shipping to and from the repairing facility for the repaired/replaced product via ground shipping within the U. S. and Canada. If the product does not qualify for a warranty repair or replacement, the customer is responsible for return shipping costs.

### **LIMITATION ON LIABILITY**

InterMotive will not be liable for personal injury, loss or damage to property or any incidental or consequential loss or expense from property damage due directly or indirectly from the use or installation of this product.



13395 New Airport Rd Suite A, Auburn, CA 95602

Phone: (530) 823-1048 Fax: (530) 823-1516

[www.intermotive.net](http://www.intermotive.net) email – [customerservice@intermotive.net](mailto:customerservice@intermotive.net)



4031 NE 12TH TERRACE  
OAKLAND PARK, FL 33334  
[WWW.QSTRAINT.COM](http://WWW.QSTRAINT.COM)

## WARRANTY POLICY

Q'Straint belts/ retractor are inspected and tested thoroughly. The product is warranted to be free from defects in workmanship and materials for the periods from the date of purchase:

- **Q'POD** – 5 years
- **QRT-360** – 5 years (with warranty card submitted)
- **QUBE** – 3 years (with warranty card submitted & proof of maintenance)
- **QRT Max** – 3 years (with warranty card submitted)
- **QRT Deluxe** – 3 years (with warranty card submitted)
- **QRT Standard** – 2 years (with warranty card submitted)
- **QLK-150** – 3 years (with warranty card submitted & proof of maintenance)
- **QLK-110** – 2 years (with warranty card submitted & proof of maintenance)
- **Q-5000** – 2 years
- **M-Series** – 2 years
- **Anchorage** (track) – 1 year
- **Accessories** – 1 year

Should any of the belts fail to operate properly during the warranty period, return the COMPLETE belt/ retractor, freight prepaid, to Q'Straint or an authorized dealer. In some situations, we will determine to provide a replacement at a charge while we receive and inspect the item claimed. If inspection shows that improper operation is caused by defective workmanship or material, Q'Straint will repair or replace the belt/ retractor only, at no charge. Otherwise, invoice for replacement is due and payable within 45 days from ship date. Q'Straint does not warranty labor charges.

This warranty does not apply where:

- normal maintenance is required
- repairs have been made or attempted by user
- the belts/ retractors have been abused, misused or improperly maintained
- alterations have been made to the Q'Straint belts/retractors by user or installer

A warranty card is enclosed with each Q'Straint kit.

Please register the product online at: [www.qstraint.com/registration](http://www.qstraint.com/registration)

Please contact us with any questions or concerns at 800-987-9987

## Standard Product - Limited Warranty

Sure-Lok products are warranted for a period of one (1) year from date of shipment to be free from defects in material or workmanship. Any products found to be defective in material or workmanship within the warranty period will be repaired or replaced.

This warranty does not extend to any product which has been subjected to misuse, abuse, accident, negligence, exposure to the elements or chemicals, alteration or unauthorized repair.

Upon notification that a product has been found to be defective, Sure-Lok, Inc. will advise to which location the product should be returned via freight prepaid.

**THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF VEHICLE, CARGO OR PROFITS.**

## Titan AL700 Series - Limited Warranty

Sure-Lok's Titan products are warranted for a period of three (3) years from date of shipment to be free from defects in material or workmanship. Any products found to be defective in material or workmanship within the warranty period will be repaired or replaced.

This warranty does not extend to any product which has been subjected to misuse, abuse, accident, negligence, exposure to the elements or chemicals, alteration or unauthorized repair.

Upon notification that a product has been found to be defective, Sure-Lok, Inc. will advise to which location the product should be returned via freight prepaid.

**THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF VEHICLE, CARGO OR PROFITS.**

## Titan AL800 Series - Limited Warranty

Sure-Lok's Titan 800 Series products are warranted for a period of five (5) years from date of shipment to be free from defects in material or workmanship. Any products found to be defective in material or workmanship within the warranty period will be repaired or replaced.

This warranty does not extend to any product which has been subjected to misuse, abuse, accident, negligence, exposure to the elements or chemicals, alteration or unauthorized repair.

Upon notification that a product has been found to be defective, Sure-Lok, Inc. will advise to which location the product should be returned via freight prepaid.

**THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF VEHICLE, CARGO OR PROFITS.**



**APPENDIX G – INVOICE DETAIL**

Contractor shall provide the following detail on each invoice.

INVOICE FORM

Regional Transportation Commission  
ATTN: Accounts Payable  
1105 Terminal Way, Suite 300  
Reno, Nevada 89502  
or [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com)

Invoice Date: \_\_\_\_\_ Invoice Number: \_\_\_\_\_

Payment Number: \_\_\_\_\_

Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Invoice Amount: \_\_\_\_\_

Less Applicable Retention: \_\_\_\_\_

Total Due on This Invoice: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Change Orders: \_\_\_\_\_

Total Contract Amount: \_\_\_\_\_

Total Amount Invoiced to Date (including this invoice): \_\_\_\_\_

Balance Due on Total Contract Amount: \_\_\_\_\_



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item: 5.1.**

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

**SUBJECT: Citizen Multimodal Advisory Committee “Statement of Purpose and Procedures”**

**RECOMMENDED ACTION**

Approve a new “Statement of Purpose and Procedures” for the Citizen Multimodal Advisory Committee (CMAC).

**BACKGROUND AND DISCUSSION**

In the 2023 Legislative Session, the Nevada Legislature passed Assembly Bill 214 (“AB 214”). AB 214 requires, among other things, that RTC have an advisory committee to provide information and advice to the RTC concerning the construction, installation, and maintenance of benches, shelters, and transit stops for passengers of public mass transportation in Washoe County. (Sec. 3.) The members of the committee must include at least two members who are certain employees of the companies that RTC contracts with to operate the public transportation system in Washoe County. (Sec. 3.) Those two members must be recommended by the principal officers of the employee organization that represents such employees. (Sec. 3.) AB 214 includes other requirements that apply to the advisory committee, such as specific requirements that each member of the committee must serve one-year terms and that the committee must meet at least four times each year. AB 214 states that RTC may assign the duty of this advisory committee to another committee it has established.

RTC intends to assign the duty of this committee to its existing Citizens Multimodal Advisory Committee (“CMAC”). RTC staff is seeking approval to create a new statement of purpose and procedures for the Citizen Multimodal Advisory Committee to comply with AB 214. In addition to the provisions needed to comply with AB 214, there are other provisions that clarify the governance, membership, appointments, vacancies, voting, and other activities of the CMAC. Following approval, RTC staff will then seek appointment of the two additional members needed to comply with AB 214 through a separate action.

There will be no changes to the membership that was appointed by the RTC Board in June 2023. However, under the new procedures, the term of all previously appointed members will be one year (instead of three years) from July 1, 2023 to June 30, 2024. Existing members, and new members, will be allowed to be reappointed annually for up to a total of six years of service.

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This item supports Strategic Roadmap Goal #1, "Valued Public Transportation".

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

7/20/2017      Approved changes to the “Statement of Purpose and Procedures” for the Citizen Multimodal Advisory Committee (CMAC).

# CITIZENS MULTIMODAL ADVISORY COMMITTEE

## STATEMENT OF PURPOSE AND PROCEDURES

Effective October 1, 2023

### I. STATEMENT OF PURPOSE

The purpose of the Citizens Multimodal Advisory Committee (CMAC) is to provide information and advice to the Regional Transportation Commission (RTC) staff and Board on transportation policy issues, development of transportation planning documents, and implementation efforts related to public transportation and the regional street and highway system (including active transportation facilities). The CMAC is a component of RTC's "Public Participation Plan."

RTC staff will hold meetings to solicit information and advice requested by RTC staff. In addition to other information and advice, the CMAC shall provide information and advice to the RTC concerning the construction, installation and maintenance of benches, shelters and transit stops for passengers of public mass transportation in Washoe County as required by Nevada Assembly Bill 214 (2023).

RTC staff will provide regular written reports to the RTC Board regarding the information and advice provided by the CMAC.

### II. PROCEDURES

#### 1. Meetings.

- a. Regular meetings will be held monthly on the first Wednesday of the month at 5:30 p.m., or at such other day and time as established by RTC staff. Regular meetings will generally last one hour but may be shorter or longer as appropriate. Special meetings may be called as necessary.
- b. The CMAC shall meet at least four times annually. *See Nevada Assembly Bill 214 (2023).*
- c. The meetings will be held by use of a remote technology system with no physical location.
- d. The meetings are open to the public and are subject to the provisions in NRS chapter 241.

#### 2. Members.

- a. The CMAC shall consist of up to seventeen (17) members.
- b. The RTC Board will appoint members annually prior to July 1, or as soon thereafter as possible, based on RTC staff recommendations.
  - i. Two members (Transit Members) shall be employees of a company that

contracts with the RTC to operate the public transit system in Washoe County, are not in a supervisory role, and are recommended by the principal officers of the employee organization that represents such employees. *See Nevada Assembly Bill 214 (2023).*

- ii. The other 15 members (General Members) may be anyone from the general public.
- c. Each member serves without compensation and is not entitled to allowances or expenses.

### 3. Terms.

- a. Members shall serve on the CMAC for a term of one year, but may be reappointed for additional terms of one year for up to six years of service.
- b. Each term will be from July 1 of one year to June 30 of the following year.

### 4. Vacancies.

- a. A vacancy in the membership of the CMAC may be created if the member resigns, or if RTC staff removes the member.
- b. RTC staff may remove a member that fails to attend three or more meetings in a twelve-month period or fails to comply with other rules established for the CMAC.
- c. RTC staff shall remove any member that is willfully disruptive of a meeting or disrespectful to other members or RTC staff.
- d. A vacancy occurring in the membership of the CMAC will be filled when members are appointed annually by the RTC Board. In its discretion, the RTC Board may fill vacancies at other times as recommended by RTC staff.

### 5. Applications for General Members; Recommendations for Transit Members.

- a. RTC staff will solicit applications from qualified members of the public that are interested in being General Members.
  - i. RTC staff will advertise for potential members of the public using traditional and social media outlets.
  - ii. RTC staff will compile a list of interested members of the public in the chronological order in which they were placed on the list.
  - iii. General Member positions may be limited, and RTC staff will make a conscientious effort to recommend appointment of members of the public who represent all of the various communities within the region in terms of experience, expertise, demographics, and geographic area.
- b. RTC's Director of Public Transportation will coordinate with the principal officers of the employee organization that represents employees of a company that contracts with the RTC to operate the public transit system, to solicit their recommendations for two Transit Members. *See Nevada Assembly Bill 214 (2023).*

6. Quorum.

- a. A quorum must be present for the CMAC to hold a meeting.
- b. A “quorum” means a majority of the membership of the CMAC. NRS 241.015(5).
- c. If a vacancy occurs on the CMAC, the necessary quorum is reduced as though the membership does not include the vacancy. *See Nevada Assembly Bill 52 (2023).*

7. Voting. The number of votes necessary to take action on a matter is an affirmative vote taken by a majority of the members present. NRS 241.015(1)(c).

8. Chair and Vice-Chair.

- a. At its first meeting after July 1, the CMAC shall elect a chair and vice chair from among its members.
- b. The term of the chair and vice chair position shall be from the date of election until June 30 of the following year.
- c. In the event of a vacancy in the chair or vice chair positions, the CMAC shall elect a replacement chair or vice chair to serve out the remainder of the term.

9. Reasonable Modifications. The Executive Director shall have authority to make reasonable modifications to this Statement of Purpose and Procedures when necessary to comply with changes to the law, and for the effective operation and governance and of the CMAC.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item: 6.1.**

To: Regional Transportation Commission

From: Bill Thomas, RTC Executive Director

**SUBJECT: Executive Director Report**

**RECOMMENDED ACTION**

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item: 6.2.**

To: Regional Transportation Commission

From: Paul Nelson, RTC Government Affairs Officer

**SUBJECT: Federal Report Discussion**

**RECOMMENDED ACTION**

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/15/2023

**Agenda Item: 6.3.**

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

**SUBJECT: NDOT Report**

**RECOMMENDED ACTION**

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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