



LOCATION:

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

DATE Oct. 15, 2021
TIME 9:00 a.m.

In accordance with [Emergency Directive 45](#),
masks are required at this meeting

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY BOARD MEETING AGENDA

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

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

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

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

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

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

2. PUBLIC COMMENT

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

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Minutes

- 4.1 Approve Minutes of the September 17, 2021, meeting (For Possible Action)

Reports

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

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

Engineering Department

- 4.7 Approve a contract with Wood Rodgers, Inc., to provide design services and optional engineering during construction for the Holcomb Avenue Road Rehabilitation project in an amount not-to-exceed \$485,935 (*For Possible Action*)
- 4.8 Approve a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2022 Preventive Maintenance project in an amount not-to-exceed \$800,280 (*For Possible Action*)
- 4.9 Approve a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2022 Corrective Maintenance project in an amount not-to-exceed \$213,820 (*For Possible Action*)
- 4.10 Approve a contract with Eastern Sierra Engineering P.C., to provide design services and optional engineering during construction for the California Avenue project between Newlands Circle and Arlington Avenue in an amount not-to-exceed \$352,435 (*For Possible Action*)
- 4.11 Approve a contract with Westwood Professional Services, Inc., to provide design services and optional engineering during construction for the Traffic Signal Modification 22-01 project in an amount not-to-exceed \$276,984 (*For Possible Action*)
- 4.12 Approve a contract with Eastern Sierra Engineering, P.C., to provide design services and optional engineering during construction for the 4th Street Reconstruction project in an amount not-to-exceed \$512,535 (*For Possible Action*)
- 4.13 Approve an Interlocal Cooperative Agreement (ICA) with Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) for a Post Construction Traffic Study of South Virginia Street within the Midtown Segment of the Virginia Street Bus RAPID Transit Project in the amount of \$49,775 (*For Possible Action*)

Public Transportation/Operations Department

- 4.14 Approve a Contribution Agreement with the Downtown Reno Business Improvement District, a private Nevada nonprofit corporation, in an amount not-to-exceed \$100,000 per year for three years for transit related purposes, including ambassador services, cleaning/maintenance services, enhanced police services, and other special services within the Reno Business Improvement District located in the vicinity of downtown Reno (*For Possible Action*)

Executive, Administrative and Finance Departments

- 4.15 Approve modifications to RTC Personnel Rule 11.4 (Holidays – Fixed and Floating) (*For Possible Action*)

5. PUBLIC HEARING ITEMS

- 5.1 Conduct a public hearing on potential service changes to reduce service for RTC RIDE (Routes 9, 13, 16, 21 and 26), RTC ACCESS (service area and hours) and RTC FlexRIDE (service areas and hours), beginning on or after January 1, 2022, as may be necessary as a result of ongoing staffing shortages being experienced by RTC's primary transit contractors, Keolis Transit Services, LLC and MTM Transit, LLC; approve the service changes (*For Possible Action*)
- a. Staff presentation
 - b. Open public hearing
 - c. Close public hearing
 - d. Motion

6. REPORTS *(Informational Only)*

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

7. COMMISSIONER ANNOUNCEMENTS AND UPDATES

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

8. PUBLIC COMMENT

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

9. ADJOURNMENT *(For Possible Action)*

Posting locations: RTC, 1105 Terminal Way, Reno, NV, RTC website: www.rtcwashoe.com, State website: <https://notice.nv.gov/>

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:01 A.M.

September 17, 2021

PRESENT:

Neoma Jardon, Reno City Council Member, Chair
Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner – Via telephone
Oscar Delgado, Reno City Council Member
Bob Lucey, Washoe County Commissioner – Arrived @ 9:23 a.m.

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

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

Item 2 PUBLIC INPUT

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

Ms. Amanda Nelson, Keolis coach operator, addressed the Board to say that Keolis does not treat employees well at all and is now trying to get rid of the “family friendly” scheduling privilege. She believes Keolis is bad for Washoe County and should be removed from running RTC RIDE.

Ms. Chastity Lockridge, Keolis coach operator, addressed the Board to say she believes Keolis is hurting the reputation of not only the RTC, but also the City of Reno, and is a disappointment to local residents who depend on RIDE service. She added that Keolis hires from a “green” pool of applicants with no real drive to do a good job.

Mr. Gary Watson, representing Teamsters Local 533, addressed the Board to say that the RTC is doing nothing to repair the issues with Keolis’ running of the RIDE service and it’s horrible treatment of employees and the RTC needs to start holding them accountable.

Written comments were submitted by the 4:00 p.m. Sept. 16th deadline as follow (verbatim):

Ms. Susan Terry, local resident: First why do we have a foreign company running OUR bus system? Second, it does not sound as though Bill Thomas deserves either a pay raise or any bonuses. He has hurt our bus system and the drivers more than helped them.

Starting in March 2020, Thomas waived all performance incentives and penalties for missed trips and route failures by foreign management contractor Keolis Transit. "The health and safety of bus passengers and operators have been seriously jeopardized by management's refusal to comply with legally binding mask and safety mandates," Watson said. I would not get on a bus with a bunch of mask less people.

Ms. Monica Cortinas, local resident: Hello, I am wondering if RTC will install a traffic signal at Pyramid and Sunset Springs. The housing being built north of this intersection is growing. A traffic signal was installed at Calle de la Plata and another is needed at Sunset Springs. This past summer I believe there was a five car accident. This is probably due to people speeding from Calle de la Plata to La Posada/Eagle Canyon. I look forward to hearing from you regarding this question. Thank you.

Mr. Juan Zuniga, local resident: Have wait to 30 minutes when the bus it's here at here at 10:55 and Don't take Home to everybody others persona wait like 2 hours or more the number of the route it's 524 and now take Home at 11:15 am

Mr. Brandon Callahan, local resident: Hi Board, RTC RIDE has been making us suffer due to lack of service with us missing 3-5 days a week of work because your buses are so unreliable that it is stupid. You guys are not responsible for your Public Transit system and the fact you're making your bus riders suffer from the lack of communication with RTC and Keolis. We want RTC to get rid of Keolis and hire MV Transportation back as the contractor since at least they cared besides Keolis's bus bosses not caring about your community nor your own property. Buses have been suffering from poor maintenance with buses breaking down with stalling, oil leaks and transmission issues even on your newer hybrids that you guys just got this year along with over 50% of the bus runs are missing a day which is disrespectful to us as bus riders. Kick Keolis Transit out of the contract and bring back MV Transportation

Ms. Darla Walraven, local resident: To Whom It May Concern: I just wanted to take a moment to share some thoughts: I have been riding RTCs Regional Connector bus for approximately 11 years, and 2 years ago I decided to sell my truck because I can do my normal chores and traveling via the bus. Turns out, that was the worst decision I have ever made. The buses are late frequently, and we cannot monitor where the bus is because NextBus does not work. I do not understand how RTC cannot accommodate the schedule accordingly! For example, at this time of the year, everyone who has lived here for any period of time knows that the winds through Washoe Valley are horrendous. Perhaps you could schedule an extra 10 minutes of time for the driver to make it through. God forbid, the driver should have to detour! I was told at the beginning of the year that RTC was upgrading NextBus to 5G. Has not happened. What a better time to make improvements than during a pandemic, when the ridership was low. But no! During the strike would have been the perfect opportunity to make repairs to the buses, but again no! Did not happen. I also wanted to share that we have the most amazing drivers. They are kind and courteous. And some of them are pretty amazing too! I think it is sad that they are not allowed to enforce the mask mandate, even

though it is mandated by the government. I have gotten into several arguments with my fellow riders because I have to ask them to pull up their mask. Sad! Why is a driver not allowed to protect not only himself/herself but the passengers too? I am grateful for the drivers, because I have a huge sense of safety. Most of the drivers watch to make sure the everyday riders are not harassed in any way. And as a female I value that quality more than anything. My only wish is that you could assist Keolis in signing the damned contract and help us get back to business as normal (as much as is possible at this time). Thank you for listening

Mr. John Locke, local resident: Dear Board. You know me when I can go to the board meeting, I do. Well, this is one of the times that I am unable to go so I am writing you this time. While I work for Ride I find out what buses are parked and how many trips are Missed one on Monday there where a few park buses and the ones that I know that were Parked there was a Virginia Line Rapid Bus Parked all day and there was a Lincoln Line Rapid bus parked all day. On top of that there was a Lincoln Line Rapid park for half a day all on the same day. For the Virginia Line that is a total 36 missed trips at \$1000.00 per trip and for the Lincoln Line there were a total 46 missed trips at \$1000.00 per trip that is just 2 lines that I have been able to find out about. I am sure there were more buses that day but those are the ones that where easy to find out about. So, by my total of fines that Keolis owes comes to \$82,000.00 and I have to ask what ever Happened to good CUSTOMER SERVICE or have you all forgotten about that. Thank You

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

Item 3 APPROVAL OF AGENDA

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

Item 4.1 thru 4.16 CONSENT ITEMS

Minutes

4.1 Approve Minutes of the August 20, 2021, meeting (*For Possible Action*)

Reports

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

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

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

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

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

Engineering Department

4.7 Approve a contract with CA Group, Inc., to provide design services and optional engineering during construction for the Reno Consolidated 23-01 project in an amount not-to-exceed \$380,870 (*For Possible Action*)

- 4.8 Approve a contract with Nichols Consulting Engineers, CHTD, to provide design services and optional engineering during construction for the Arrowcreek Rehabilitation project in an amount not-to-exceed \$429,716 (For Possible Action)
- 4.9 Authorize a request for proposals for the Intelligent Transportation Systems Strategic Master Plan (ITS SMP) (For Possible Action)

Public Transportation/Operations Department

- 4.10 Approve lease agreements with Greyhound Lines, Inc., and My Ride to Work for the continued lease of office and bus bay space at Centennial Plaza (For Possible Action)
- 4.11 Approve the Interlocal Cooperative Agreement with Placer County, California, for the provision of Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin (For Possible Action)
- 4.12 Approve the agreement with SI Legacy Floor Finishing, Inc., for the resurfacing of the shop maintenance floors in Building B of the Jerry L. Hall Regional Transit Operations and Maintenance facility for a not-to-exceed amount of \$109,207 (For Possible Action)

On motion of Vice Chair Lawson, seconded by Commissioner Delgado, which motion carried unanimously, Chair Jardon ordered that Consent Items 4.1 through 4.12 be approved.

Item 5.1 DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Authorize staff to present the 7th Edition Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and the RRIF Capital Improvement Plan (CIP) to the planning commission acting as the capital improvements advisory committee and governing body of each participating local government for adoption (For Possible Action)

Mr. Dale Keller, RTC Project Manager, addressed the Board to provide a presentation on the Regional Road Impact Fee or RRIF 7th Edition update. The RRIF is a funding tool to collect the cost of new developments fair share in our regional roadways. As an example, a new development comes online, the local agencies collect the fee through the building permit process, those fees are then transferred to the RTC and then the RTC uses those funds to help provide funding for roadway capacity projects.

Mr. Keller discussed the programs advantages, limitations, and why the update is being done.

Commissioner Hartung said that the way the system is set up, it's a disproportionate way to deal with impacts. The system assumes that existing development has no impact, only new development has impact, so how could we ensure that everyone is paying their fair share for future capacity.

Mr. Keller responded that per NRS, RTC is limited to the impact fees being associated with new development. There is no mechanism to account for existing land uses. He believes the way RTC collects that funding is through the fuel tax.

On motion of Commissioner Delgado, seconded by Commissioner Lucey, which motion carried unanimously, Chair Jardon ordered that staff be authorized to present the 7th Edition Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and the RRIF Capital Improvement Plan (CIP) to the planning commission acting as the capital improvements advisory committee and governing body of each participating local government for adoption.

5.2 Set Executive Director's Goals for Fiscal Year (FY) 2022 (July 1, 2021, to June 30, 2022) (*For Possible Action*)

Executive Director Thomas stated he would be discussing his goals, the organizational goals and the guide posts for how the RTC is going to move forward. The following items were discussed:

1. Implement streamlined TA Set Aside program.
2. Review Wildcreek High School traffic impacts through the McCarran Boulevard Corridor Study.
3. Create a project close-out stakeholder communication effort.
4. Define RTC role with eBikes and scooters through the Bicycle and Pedestrian Master Plan update.
5. Re-categorize “bike/ped” and “multimodal” project tracking for improved clarity.
6. Strategically approach contract bid timing process to achieve pricing improvements.
7. Identify a housing partner for development of Peppermill excess property to transit-oriented housing project.
8. Participate in advisory groups created during the 81st session of the NV Legislature by AB54 (Advisory Committee on Traffic Safety) and AB413 (Advisory Working Group to Study Certain Issues Related to Transportation).
9. Identify and present alternatives for accelerated construction of improvements on Pyramid from Ingenuity to Egyptian.
10. Utilize targeted marketing strategies to increase ridership by UNR students and riders living/working along BRT routes.
11. Implement property disposal plans.
12. Create long-term property acquisition strategy.

Commissioner Lucey asked what discussions in regards to relocating the Villanova bus facility and acquiring property have taken place, adding that this is something we need to get started on now with prices the way they are and land availability.

E.D. Thomas stated he would take that inquiry as an asterisk on this particular item to include topic and accelerate the conversation and enact actions associated with purchasing those properties.

Commissioner Lucey stated that it's important to see how we can combine the Villanova and Sutro facilities and dispose of their current properties adequately.

13. Identify planning process for next steps of the eastern extension of La Posada.
14. Complete feasibility analysis, including potential funding, for a single tourist-focused double decker bus.
15. Increase strategic digital marketing outreach and effectuate two-way communication on social media.
16. Strengthen relationships with local jurisdictions and governmental entities, including providing clarity on RTC project improvements.
17. Implement a process of formalized follow-up to requests made by the Board.
18. Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner.

Commissioner Lucey said one goal that he did not see is the continued relationship with RTC's federal delegation, DOT and APTA, adding that we work with these agencies pretty diligently and it's important.

Chair Jardon agreed with Commissioner Lucey and said they've heard numerous times that the flow of communication and relationships are really valuable to the delegation so they know what to advocate for on RTC's behalf.

Commissioner Hartung asked if goal no. 9 as (accelerated construction of improvements on Pyramid from Ingenuity to Egyptian) has to be moved into the CIP and go through that entire process before it can begin.

E.D. Thomas responded that it's important to recognize that this is an NDOT road and the RTC doesn't have the authority or ability to go in unilaterally and do anything. This will be a partnership with NDOT to strategically look at that particular segment while keeping in mind that their prioritization through the One Nevada Plan is different from the RTC's CIP.

Commissioner Hartung asked to note for the record that the need to widen Eagle Canyon, from Neighborhood Way to West Calle de la Plata, is desperate.

E.D. Thomas said that would be a good one to put under the organizational goals.

Commissioner Lucey said that due to the way the pandemic has affected work styles, he would like to see an audit of each department to look for inefficiencies and to determine what a post-pandemic structure may look like. He would also like to see an audit of RTC's contractor, saying there needs to be accountability.

Chair Jardon said she had a number of questions and comments, but they bleed between 5.2 and 5.3, so asked legal counsel if the Board should open 5.3 at this time so a more robust conversation may take place.

Mr. Adam Spear, RTC Legal Counsel, said he believed that it would be appropriate to consider both items at the same time and then take action on each of them separately.

Chair Jardon said we'll vote on them separately, but we'll open both for discussion. She then asked that Item 5.3 for the Agency Goals be opened for discussion with Item 5.2, and asked E.D. Thomas if he would like her to chime in at this point or wait until the agency goals have been gone through.

E.D. Thomas stated his preference would be to run through all of the goals and discuss afterward.

Chair Jardon stated that in the future, it will probably be best to combine the goals and asterisk them out as they are so intertwined.

Commissioner Lucey made a motion open Item 5.3 (Agency Goals) for discussion, Vice Chair Lawson seconded and it passed unanimously.

5.3 Approve the RTC Agency Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022) (*For Possible Action*)

E.D. Thomas began with the Pavement Preservation Program, saying he wanted to start with a measurable goal, so not only would there be a target, but so staff can report back on how we are doing. The goal for this fiscal year is to complete 150 lane miles of pavement preservation.

Going forward, he would like to put more of these kind of measures into place so the Board knows quantitatively what staff is shooting for.

E.D. Thomas then discussed the FY 22 Agency Goals as listed below:

- Complete 150 lane miles of Pavement Preservation
- Begin Reconstruction/Rehabilitation:
 - Kings Row Phase 1
 - Golden Valley Road
 - Newport Lane
 - Sparks Consolidated 21-01
 - Reno Consolidated 20-01
 - Reno Consolidated 21-01
- Begin Project Construction:
 - Lemmon Drive Segment 1
 - Oddie/Wells Multimodal
 - Package 3 ADA Access Transit & Pedestrian Connectivity
 - Sparks Boulevard Widening (early action phase)
- Identify and present alternatives for Mill Street Multimodal (Kietzke Lane to McCarran Boulevard)
- Complete Construction Bidding Process for Sky Vista Project

- Begin Design:
 - NEPA on Arlington Bridges Replacement Project
 - Lemmon Drive Segment 2
- Update:
 - RRIF 7th Edition
 - Street and Highway Policy
 - RTC-local jurisdiction agreements regarding transit projects, facilities and operations opportunities
 - Bicycle & Pedestrian Master Plan
 - Intelligent Transportation Systems Master Plan
 - Transit Optimization Plan Strategies, including:
 - Single transit app
 - Educating UNR stakeholders on transit experience
 - Bus stop prioritization by volume
- Complete Electric and Alternative-fuel Vehicle Infrastructure and Advanced Mobility Plan
- Pursue Federal Funding/Earmarks:
 - Arlington Street Bridge
 - BRT South Extension
- Secure Federal funding for Hydrogen Fuel Cell Pilot Project through completion of formal grant set-up.
- Define timeline for Vision Zero Truckee Meadows Action Plan action items and complete identified items in support of Vision Zero and Safe Routes to School programs
- Continue NDOT Collaboration: SBX, US395 North, Mt. Rose, and Geiger Grade Roundabout Projects
- Initiate Verdi Planning Study
- Initiate McCarran Loop Planning Study
- Increase annual RTC RIDE ridership by 15% over FY21
- Downtown Reno Partnership coordination and operations to enhance safety at 4SS
- Implement FlexRIDE Tahoe Service Pilot
- Implement and complete construction on RTC facilities projects:
 - Terminal Way multiple purpose room
 - Modernization of Terminal Way elevators
 - Peppermill BRT Station
- Complete due diligence on 4th Street Station expansion

Chair Jardon said with regards to the TA Set Aside, the City of Reno has identified a hot spot at Lake and 6th Streets, and would like to see about using their funds for installation of a roadway flasher.

E.D. Thomas then continued, saying that the excess property disposal is a huge priority for RTC. We went through the legislative process to allow staff to complete the disposals. Housing needs are so severe that RTC partnering for some of those creative housing opportunities is a way to maximize some of these excess properties.

Digital Platform: The E.D. has had some meetings on this with Commissioner Lucey, but agrees that being able to have everything on a single platform and starting to building a more customized user platform is important.

Vision Zero: Staff has identified problem areas, particularly surrounding schools, and how traffic, pedestrian and bicycle safety, particularly outside or adjacent to the school zones, can be improved.

The McCarran Study: E.D. Thomas asked Dan Doenges, RTC Planning Manager, to answer the question of when it will be done.

Mr. Doenges said it was kicked it off a month ago and the consultant team hopes to finish it within approximately 12 to 15 months.

Chair Jardon asked if those studies would incorporate all of the accident data and speed data.

Mr. Doenges said it will and staff is incorporating all of the existing data, plus doing new counts and intersection analyses.

Chair Jardon said that Kings Row and North McCarran has high-speed, major accidents occurring there and people are making U-turns where they shouldn't. She would like to see improvements made.

Chair Jardon said she the double-decker bus has been discussed at the Downtown Reno Partnership from more of an entertainment experience and how it might attract the student population and visitors to introduce themselves to transit. This could be a creative way to get shorter/quicker routes to the University and back to Downtown.

Chair Jardon then asked if any of the Pavement Preservation includes some of the local roads, or if they are all regional.

E.D. Thomas said the short answer is that those are regional roads and asked Mr. Doug Maloy, Engineering Manager, to elaborate.

Mr. Maloy said Regional Roads are identified in the RTP, so it does include some collectors and some industrial roads, in addition to those that have the 5,000 trips per day. So yes, they are all agency roads for the City of Reno and City of Sparks and the County.

Lastly, Chair Jardon, asked about an evaluation of RTC's personnel benefits package and the things that are being offered not only to the RTC staff, but also what the subs are offering to attract and retain employees. We're in a very different time now, with coming out of COVID, flexibility is a big deal and attraction of quality candidates and retention is paramount. She would like to know not only what RTC is doing to meet today and the future, but what are the subs doing to meet that, and how does it compare nationally.

Commissioner Lucey, said he wants to highlight in the agency goals the work that is being doing with the State in regards to Mount Rose and Geiger Grade, and would like to consider CMAC funds as a resource.

He went on to say that he didn't see Microtransit in the agency goals and we've seen it be highly beneficial in the City of Sparks. He'd like to see how Microtransit can be integrated a little further into the City of Reno and through more urban areas.

The last thing he would like to see is a "User Study." Washoe County saw an increase of 65,000 individuals from 2010 to 2020, so he wants to see what a User Study shows to start identifying how we can utilize what the population needs, and is that tourism. The Airport Authority says residents are leaving Reno to travel somewhere else for their local companies, and leaving their cars in the long term parking which is causing an issue at the airport for parking. He would like to know how the RTC can assist with that to move people differently through the airport and utilize mass transit for everyone.

He continued, saying a more executive director based goal would be the RTC's organizational structure. He'd like to look at some of the current RTC policies to determine how we can be more efficient with, and understanding of, the new era of which we are working in.

Commissioner Hartung agreed with Commissioner Lucey with respect to Microtransit and added that he'd like to see it used in the outlying areas where, currently, there isn't any transit.

With regard to Pavement Preservation, we are seeing that many roads which were listed as collectors have turned into arterials. He'd like to know how to identify those roads and then work with the local jurisdictions to preserve them. Additionally, he'd like to know how RTC keeps the public aware of which roads will be up for slurry seals, chip seals, etc.

Lastly, Commissioner Hartung asked why Pyramid Phase 1 to widen Pyramid Way from Queen or Farr Way to Los Altos is not an agency goal in 2022.

The answer is that the project is going to begin construction late 2023, so it would be outside of this fiscal year's goals.

Commissioner Delgado said he would like an agency goal to consider the change in landscape of the Wells Corridor, south of Mill Street, and assess vehicle and pedestrian safety as a goal. There's been a lot of recent concern with regard to pedestrian safety in general, vehicle speeds, etc.

Chair Jardon asked to close out with something we all could do a more robust job of - communication. During COVID, communication has been both easier and more difficult. Easier in the sense that you could have a Zoom or utilize emails, but there is always a nuance that is lost in that. When robust communication is absent, with both your staff and the public, people begin to write their own story and accurate communication is lost. She used the Center Street Cycle Track as an example, where discussions were going on between agencies and problems were identified, but because those weren't highlighted as significant, potentially fatal flaw issues, earlier in the process, people kept believing there was intentional stalling or something else going on. People are far more receptive if you just say "there is a problem and here it is, so this may not happen" early on. People will also be more receptive to a "No" than to silence.

She added that communication with staff is critical and COVID threw a wrench into all of that. You can't feel feelings through a memo, that's why being in person is so important in getting that two-way conversation.

E.D. Thomas stated that on the Pavement Preservation, there may be local streets that have been neglected because local governments don't have the money. But if RTC takes care of them, some other major road that even more people are aware of falls apart. Unless more money comes in, somebody's road is going to waiting for someone else's road. We need to make sure communication is done well.

Mayor Lawson asked if RTC uses the pavement condition index like they do in Sparks. They know by Ward what their pavement conditions are and where the money needs to go.

E.D. Thomas responded yes, that RTC uses the PCI in looking at the streets and it is really a joint agreement when roads rise to the top for the active year. There is no more money coming, so we have to be strategic where we pick improvements, and the process with PCI and the original partners is very good. However, more communication may be needed on how that's done.

On motion of Commissioner Lucey, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered the Executive Director Goals and the Agency Goals be approved with the additions brought forward and noted by E.D. Thomas.

Item 6.1 METROPOLITAN PLANNING ORGANIZATION (MPO) ITEMS

6.1 Approve the final report of the Lemmon Valley-Spanish Springs Connector Alignment Alternatives and Planning and Environmental Linkages (PEL) Study (*For Possible Action*)

Mr. Dan Doenges, RTC Planning Manager, gave a presentation report on the Lemmon Valley - Spanish Springs Connector Study that has been underway, and explained that this is also a Planning and Environmental Linkages Study or (PEL). When the study began it was called the Eagle Canyon Extension.

He went on to present information on the connector alternatives, purpose and need, additional goals, and the overall context of the study

Commissioner Hartung said page 52 of the study shows 2050 ADTs for Eagle Canyon at 17,225, so with the project going right through Spanish Springs, he would like to know if that is accurate.

Mr. Doenges, provided background on how the ADTs are derived using traffic counts from a base year and then extrapolating out based upon the projected land use and employment. What was determined was the heaviest volume segment on Eagle Canyon, was closer to about 18,000 currently.

Commissioner Hartung said that's current and not 2050. The ADTs already exist, so whatever we do in terms of looking at Eagle Canyon as a route, it is currently listed as a collector but it's more of an arterial.

Mr. Doenges stated that with the next phase there will be a deeper environmental analysis and those traffic numbers will be updated with microsimulations to focus on those corridors to get the most accurate information possible.

Commissioner Hartung asked if staff has talked to the Tribe about getting federal assistance through the BIA for those portions. There is a huge portion of this road, regardless of which alignment is chosen, that goes across Tribal land.

Mr. Doenges said they have spoken with the Tribe and that topic has come up in their conversations.

Commissioner Lucey said we've talked about 65,000 people moving here over a ten-year span, so when we talk about these types of growth numbers, we can't rely on today's ADTs for the future planning. With this type of growth, we see that there is not much in regard of open land and space, so development is then pushed north. He wants to make sure that staff is aptly approaching these types of programs and are building roads that are going to be sustainable well into the future.

He added that the Southeast Connector was built in anticipation of this growth, and yet the speed limit already had to be changed after the fact and it had to be slurry sealed just last week. He doesn't know if RTC is doing a good enough job anticipating that growth, so he'd like to make sure we're looking further down and really bolstering those numbers.

On motion of Vice Chair Lawson, seconded by Commissioner Lucey, which motion carried unanimously, Chair Jardon ordered that the final report of the Lemmon Valley-Spanish Springs Connector Alignment Alternatives and Planning and Environmental Linkages (PEL) Study be approved.

Item 7.1 thru 7.3 REPORTS

Item 7.1 RTC Executive Director Report

E.D. Thomas spoke on the following topics:

1. He expressed congratulations to the following employees for their milestone service anniversaries coming up.
 - Jacqueline Maldonado, Administrative Associate with 15 years of service on October 5th
 - Steve Kemp, Senior IT Analyst with five years of service on October 17th.
2. Also, congratulations to RTC Engineering Manager Dale Keller on the birth of his son, Alexander Dale Keller on August 14th.
3. RTC is monitoring and will likely participate in a proceeding that was recently initiated before the Nevada Public Utilities Commission. The proceeding is related to Senate Bill 448 from the 2021 legislative session. Senate Bill 448 is a complicated bill that was aimed at accelerating the adoption and use of electric vehicles in Nevada. RTC is determining the extent to which proposed tariffs and rates may impact the operation of its electric bus fleet. RTC is also determining the extent to which it may have a need for the grant funding proposed for transit electrification of our fleet. RTC has hired Richard Campbell, of counsel with the law firm of Kaempfer Crowell to represent RTC in the proceeding.
4. The following Information pertains to RTC's Transit Operating Model in response to questions that have been asked during the current collective bargaining agreement negotiations between Keolis and the Teamsters Union.

1) Why did RTC allow a strike?

The RTC is not able to stop a strike from occurring. The RTC contracts with Keolis North America to operate RTC RIDE, hire necessary employees, and deal with labor and employment matters. Keolis has a collective bargaining agreement with Teamsters Local Union No. 533 which represents Keolis' drivers, dispatchers and road supervisors. RTC is prohibited from involvement in the collective bargaining between Teamsters and Keolis. The National Labor Relations Act leaves the bargaining process between those parties.

The RTC was aware a strike could occur, as the Teamsters threatened to strike before negotiations even began, but expected both parties would be able to reach a reasonable and mutually satisfactory agreement. Unfortunately for transit passengers and the community, after only one day of negotiations, Teamsters called a strike in the middle of the workday on August 3 that left passengers stranded in the middle of travel.

RTC staff and Commissioners value both Keolis and its employees, and will continue to work with them to provide safe and reliable transit services for our community.

2) How is Keolis being held accountable?

The RTC holds Keolis accountable under the terms of its contract. During the first two years as RTC's transit contractor, Keolis has delivered significant improvements in service reliability, maintenance, customer satisfaction, and safety. Prior to the pandemic, Keolis delivered fewer missed trips than RTC's previous contractor, along with reduced crash rates, and reduced customer complaints. Keolis has also achieved a perfect preventive maintenance inspection record.

During the pandemic, the RTC is following the national best practices for transit agencies to ensure public health and safety. To help keep drivers and passengers safe, Keolis and the RTC are encouraging anyone who feels sick to stay home. The RTC does not want to then penalize Keolis when its employees call in sick and it affects service. Keolis does not receive payment for fixed-route service that is not provided. However, in the interests of the health, safety, and welfare of Keolis' employees and the public, the RTC has agreed to waive liquidated damages under the contract, and in return Keolis has agreed to waive incentives for performance.

3) How is RTC requiring mask requirements to be enforced by Keolis?

Keolis requires masks to be worn at all times on all buses. If a passenger boards without a mask, the driver offers a free mask from a dispenser next to the fare box. If the passenger remains mask less, the driver calls it into dispatch. Dispatch then either calls security at the closest RTC station to meet the bus and remove the mask less passenger, or a Keolis Road Supervisor meets the bus in route to remove the mask less passenger.

At the same time that it is enforcing mask requirements, Keolis is also encouraging its employees to get vaccinated.

4) What is RTC doing to prevent another strike?

Teamsters has the sole power to call a strike. The RTC cannot prevent a strike from occurring. The RTC is prohibited from involvement in the collective bargaining process between Teamsters and Keolis. For the sake of transit passengers and our community, the RTC expects both parties to reach a reasonable and mutually satisfactory agreement.

5) How has Keolis utilized funding it receives from RTC?

Under its contract, Keolis receives an hourly rate for each hour fixed-route service is provided. Keolis also receives a monthly, fixed amount for facility maintenance, overhead, and utilities. Due to the pandemic, the RTC also reimburses Keolis for additional cleaning, cleaning supplies, PPE, and other pandemic-related expenses that are pre-approved by the RTC.

6) Why can't bus drivers be RTC employees?

The RTC is set up to oversee public transit operations, not to directly operate the transit system. The RTC has contracted with private companies to operate the transit system for over 30 years. The RTC contracts with private companies for almost all of the public services it provides, including public works design and construction, transit services, and planning studies. As a result, 95% of RTC funds are invested back into the community which creates and sustains jobs while using taxpayer funding responsibly.

5. Similar to other businesses locally and across the country, our fixed-route and paratransit contractors, Keolis and MTM respectively, are experiencing unprecedented staffing shortages for drivers. A memo regarding the driver recruitment efforts by our contractors has been shared with the Board and will be attached to the September Board meeting minutes.
6. Today was Amy Cummings last day with the RTC. Amy has been with the RTC for eleven years, serving as the Director of Planning, Deputy Executive Director, and as Interim Executive Director back in early 2020.

Her dedication and commitment to the work we do at RTC has been outstanding. She is a respected leader and visionary among her peers at the local, state and federal levels, and within our industry, as demonstrated by the accomplishments and achievements she has led during her tenure at RTC.

She was the architect of the many federal discretionary funds RTC received during the past ten years. Funds that helped create more jobs and improved the needed transportation infrastructure for our community during the unprecedented growth we have experienced. She was a strong advocate on the importance of transparency, best practices and open government, which raised the stature of the RTC within our community with local, state and congressional leaders, and with transportation officials across the country.

He then thanked her for her service and wished her the best in her future endeavors.

Following a brief video honoring Ms. Cummings, E.D. Thomas said at this time, he has appointed RTC Planning Manager Dan Doenges to serve as Interim RTC Director of Planning.

E.D. Thomas then concluded his report and offered to answer any questions.

Amy Cummings thanked the RTC for giving her the opportunity to serve our community and all of the accomplishment that you saw there in the video. That was not me, that was the entire team, the leadership of the Planning department and the entire RTC staff.

She will miss everyone terribly, but will be cheering on the RTC from the sidelines and continuing to look at the great things that are to come in supporting the quality of life, safety, and mobility and accessibility for our region.

She then gave a special thank you to the staff in the Planning Department who have been there for her all this time, and said the entire organization is just wonderful people.

Commissioner Lucey said this has been a wonderful ride with her. She has been such a force for the RTC and it's been a pleasure to serve with her for the last eight years. The ability to make this organization run the way she has under Director Gibson and now with Director Thomas, she has been institutional.

Mayor Lawson said when he thinks of RTC and all of those community meetings that Amy attended over the years, that was a big deal. From when he was first elected, she was always out there in front and through all the questions, she made things happen. He added that we're going to miss you. Good luck on your next chapter.

Commissioner Delgado thanked Amy for her contributions over the last several years. After coming back from grad school from Michigan it was a newer type of mindset to think of bringing in community as part of the conversations and he was glad to see that was already taking place under Amy's leadership after he moved back home. Congratulations.

Chair Jardon said Amy is certainly a lady in the lead and to go forth and conquer! She's been an asset for the Commission.

Commissioner Hartung said thank you so much to Amy, adding that she'll be sorely missed. He appreciates the collegial efforts that she's put in over the years and just how closely she has worked with the Commissioners and kept them in the loop.

Item 7.2 RTC Federal Report

E.D. Thomas said that a written report was included in the agenda packet for this meeting, adding that the bi-partisan infrastructure bill had passed the Senate and has since been forwarded to the House.

Item 7.3 NDOT Director Report

NDOT Deputy Director Darin Tedford addressed the Board to provide the monthly update presentation.

He first, on behalf of the NDOT Team and himself personally, said thank you to Amy and congratulations on her career and good luck into the future.

He then began his update with safety numbers, stating that statewide fatalities are up 26% from this time last year. In Washoe County there has been an increase of 6% in traffic fatalities, from 31 this time last year, to 33 by the end of August this year. That includes an increase in bicyclist fatalities with one to date this year. There were none last year at this time.

Motorcyclist fatalities in Washoe County have decreased 11% and pedestrian fatalities have dropped 20% year over year, so that is a good improvement.

He discussed the Sustainable Funding Study Update, Annual Work Program, Historical Expenditures, Annual Obligations, and the SBX Update. He also noted that the Cold Springs exit name is changing to Village Parkway, and mentioned NDOT's response to the Caldor Fire.

Item 8 *COMMISSIONER ANNOUNCEMENTS AND UPDATES*

Vice Chair Lawson asked E.D. Thomas for a future report from Keolis on what is going with them and about everything that's currently happening. A comprehensive report is needed.

Commissioner Lucey asked for a report on the updated study for the Mt. Rose Corridor and improvements on that road in conjunction with signalization. He would also like a report from staff about roads that are owned by RTC that were one time identified as regional or arterial roads. He also wants to see which roads RTC maintains versus NDOT, versus the municipalities, and how there can be some disposition of transferring roads to the County or acquisition of roads that may need to be in the portfolio of the RTC so that there is a better utilization of funds.

Mr. Tedford said the Mount Rose Corridor Study is currently underway and is anticipated for completion by the end of the year. They will then have the information on what's recommended for improvement along the corridor.

He agreed on the local roads and the challenges when there's a State Route that runs in a C shape and has three different city names. It is an ongoing challenge balancing funding and opportunities to make those tradeoffs.

Chair Jardon asked E.D. Thomas if RTC has a strategic planning session forecast in the near future.

E.D. Thomas said not currently because he doesn't want to overlap with jurisdictional strategic planning because it will be time consuming.

Chair Jardon suggested it go on a future agenda item.

Item 9 *PUBLIC INPUT*

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

Sondra Rosenburg, representing herself, said she has worked with Amy Cummings for her entire tenure at the RTC and even a little before that on some conferences and regional strategy workshops. She said Amy has been incredible in her role at the RTC, as a mentor to her and as a planning professional in the region. She is just a true public servant.

Mr. Ky Plaskon, representing Truckee Meadows Bicycle Alliance, asked to reopen Item 5.2 because he missed it. Item 5.2 pertains to the goals of the Executive Director and Mr. Plaskon believes an area for improvement for the Executive Director is transparency and consistent messaging with the public and the RTC committees.

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

Item 10 *ADJOURNMENT*

On motion of Vice Chair Lawson, seconded by Commissioner Delgado, which motion carried unanimously, Chair Jardon ordered that the meeting be adjourned.

There being no further business to come before the Board, the meeting adjourned at 11:25 a.m.

NEOMA JARDON, Chair
Regional Transportation Commission

(Copies of all presentations may be obtained by contacting Denise Thompson at dthompson@rtcwashoe.com.)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 15, 2021

To: Bill Thomas, Executive Director

From: Mark Maloney, Director of Public Transportation and Operations

Re: Recruitment Efforts of RTC Contractors, Keolis Transit, Inc. (fixed-route) and MTM Transit, Inc. (paratransit)

This memo is in response to a request from Chair Jardon to analyze recruitment efforts of RTC contractors in comparison to national trends. Current recruitment efforts by these contractors include:

Keolis Transit, Inc.

- Starting Driver wage – \$18.91/hr plus benefits – CDL required
- \$2,000 sign on bonus – \$500 paid once class training is completed, \$500 once behind the wheel training is completed, and \$1,000 once driver has been in revenue service for 90 days
- Paid CDL training – No prior experience required
- Hosting bi-weekly on-site job fairs
- Banner/yard postings at the Villanova facility – Corner of Matley & Plumb
- Now Hiring – Advertisements on RTC buses coming soon
- Outreach posted via social media including internal website, Facebook, Job Connect, Indeed, CareerBuilder, LinkedIn, Craigslist, and other local sources
 - Search on Indeed displays “Keolis Reno – Responsive employer Urgently hiring” first ahead of other employers based on paid subscription
- Local DMV recruitment advertising – Keolis is paying for their recruitment video to be advertised on DMV televisions
 - The ad runs for 30 seconds, 34 times a week
- In addition to its required management positions, Keolis employs a dedicated full-time Recruiter which has been in place since their contract started (July 2019)
- Corporate recruitment assistance utilizing a recruiting sourcer who is assisting locally to find candidates – Weekly meeting and brainstorming with recruitment team
- Road-Ahead Now Hiring segment scheduled in the coming weeks facilitated by RTC



- The recruitment chart below demonstrates effectiveness of recent efforts.

2021	Expected # Candidates	Candidates Shown
March	5	2
April	8	2
May	12	3
June	20	5
July	20	7
August	15	2
September	10	3

MTM Transit, Inc.:

- Starting Driver wage - \$13.00/hr plus benefits – **no** CDL required
- \$1,500 sign on bonus, increased from \$1,000
- \$1,000 referral bonus, increased from \$500 for all employees including managers who refer a candidate that is hired, and completes 90 days
- Advertising/posting on social media/recruiting sites including Indeed, LinkedIn, Craigslist, Zip Recruiter, Glassdoor, and MTM website
- Three month investment in over the air advertising with Spotify
- Job Connect resource utilization
- Banner/yard postings at the Sutro facility – Sutro, 6th and 7th street
- Increased foot traffic with online resumes
- August – Hired four new drivers, and three currently remain with the company
- New Hire class scheduled for September 13
- Road-Ahead Now Hiring segment scheduled in the coming weeks facilitated by RTC



Both contractors provide regular updates regarding these efforts through daily, weekly, and monthly calls, with this information included in the monthly Board PubTrans Ops Activity Report.

Despite their efforts neither our fixed-route or paratransit contractors are immune to this labor shortage. One stark reminder provided by recent payrolls data is that the labor force participation rate is logged at 61.7% nationally. This rate is the measure of how many able-bodied, working age

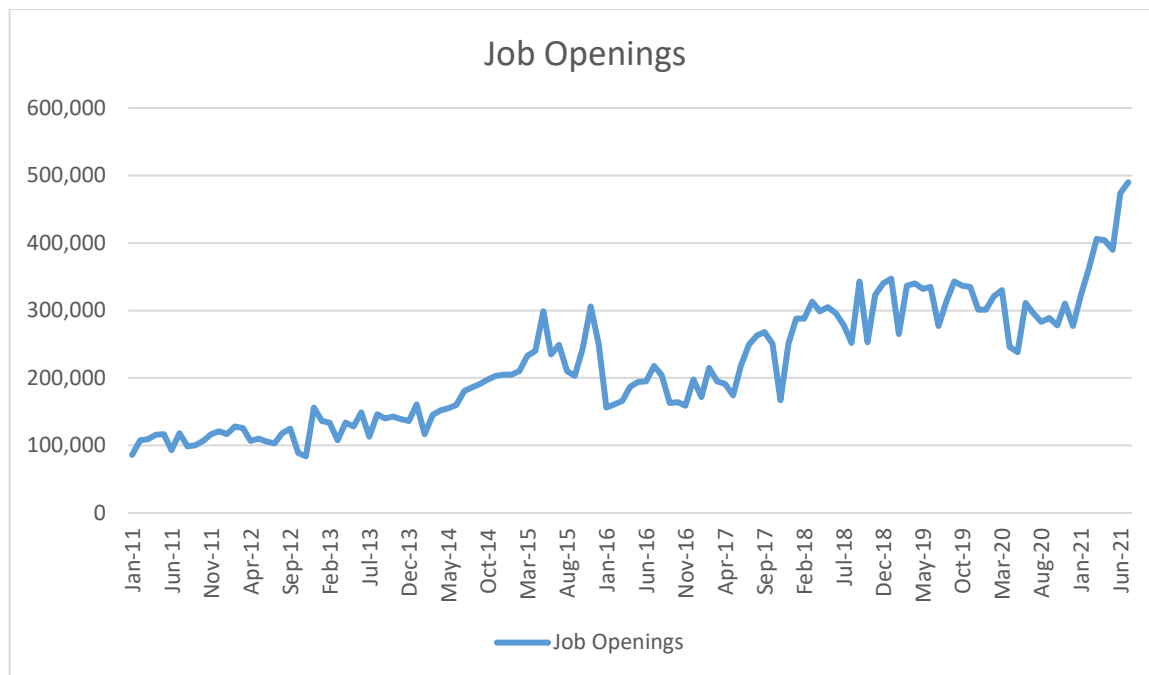
people are actively working. This is not only a local issue, but also a statewide and national crisis especially among transit providers.

Recently, the Regional Transportation Commission of Southern Nevada (RTC SNV) announced that currently, the number of transit and paratransit drivers and security officers in their workforce is approximately 1,700 positions, with more than 180 vacant positions that its contractors (Keolis, MV transportation, and Marksman Security) are actively recruiting to fill. Given these shortages, RTC SNV informed the public that transit riders might experience service delays along their commute, and should plan for extra travel time.

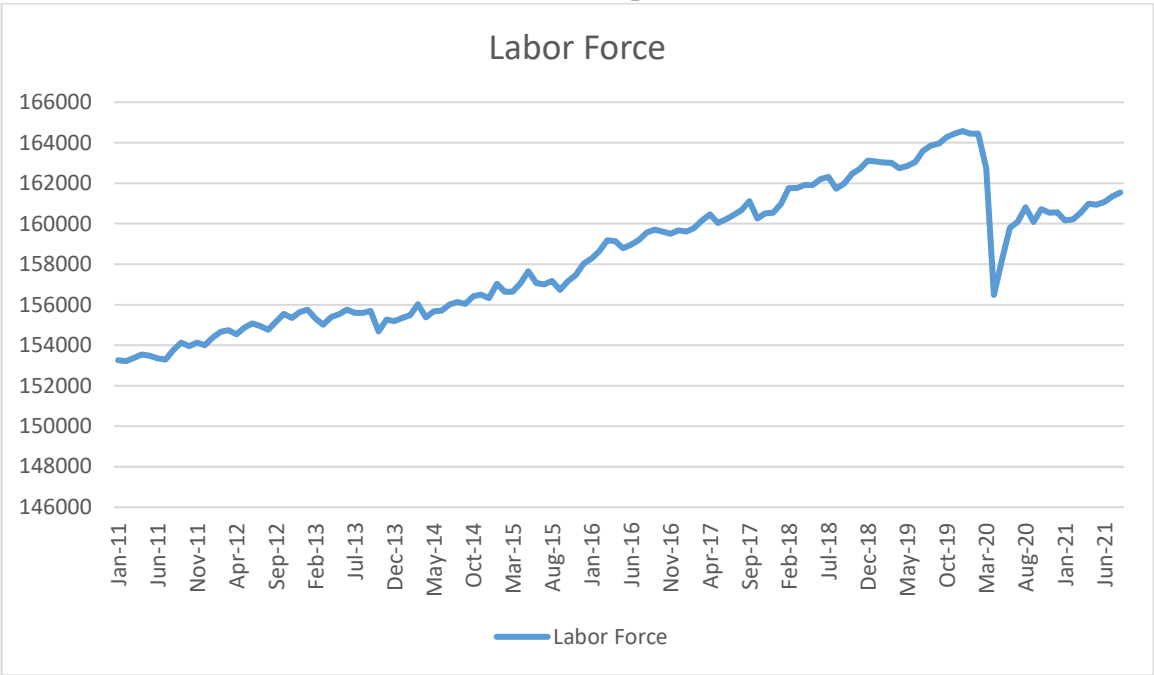
While applications are coming in, prospective employees are not showing up. Employers, particularly transit agencies, are finding themselves in a situation where they simply do not have enough employees to cover scheduled service. As a result, many are faced with the difficult task of cutting service.

While the transit industry has been experiencing a national shortage of drivers for many years, this shortage has become more extreme primarily due to the COVID-19 pandemic. Various reasons for the shortage in drivers include:

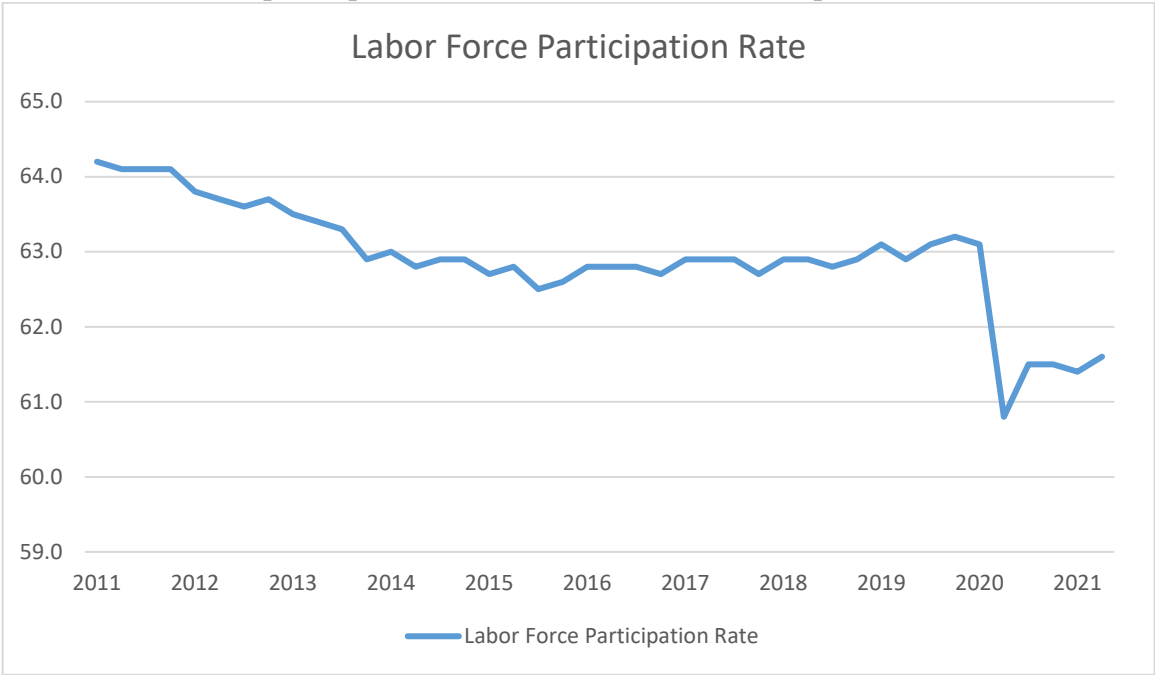
1. Job openings in the Transportation, Warehousing, and Utilities sector are at an all-time high and have increased 470% since January 2011. The number of driving jobs has increased due to the rise in delivery jobs and the gig economy (Amazon, Uber, Lyft, DoorDash, etc.).



2. The total labor force is down due to the pandemic



3. The labor force participation rate is also down due to the pandemic



Several other factors have led to the labor shortage specific to drivers. These factors include:

- A decrease in CDL training due to the pandemic has reduced the number of new CDL drivers
 - As a result, the number of new drivers has not kept pace with the number of drivers resigning/retiring and has caused increased competition for existing CDL drivers
 - CDL driver training decreased, as there is no virtual/online option for obtaining CDL status due to the nature of the job.
- Lack of child care/in-person schooling due to COVID-19, leading to more employees choosing to stay home
- Unemployment compensation changes
- Fear of re-entering the workforce due to COVID-19
- Local legalization of marijuana making it more difficult to pass CDL required new hire and random drug testing

Public Transportation and Operations staff will continue to be informed of both the recruitment efforts of RTC contractors and the current transit labor shortage. Please let me know if you wish to see additional analysis on this issue.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.2

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report

PLANNING STUDIES

McCarran Boulevard Corridor Study

Data collection efforts on existing conditions are currently underway. In addition, the project team met to discuss outreach and public engagement strategies for the study.

Mt. Rose Highway Corridor Study

RTC Planning and Engineering staff met with staff from the Nevada Department of Transportation (NDOT) as well as staff from the consulting team to discuss potential project recommendations based on analysis and public comment.

Verdi Area Multimodal Transportation Study

The Request for Proposal process began after the August Board Meeting. The project team is currently reviewing and evaluating proposals.

Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan

The draft report is currently being updated and a project stakeholder meeting was held on August 24th.

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

Staff met with US DOT and will be presenting results of the Automatic Road Feature Extraction from LiDAR (ARFEL) tool to DOT in early 2022.

Bicycle and Pedestrian Planning

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

- The data collection counts for active transportation modes occur annually. This project is currently on schedule.
- Several applications for Transportation Alternatives (TA) Set-Aside funds were received prior to the October 1, 2021, deadline.

Vision Zero Truckee Meadows (VZTM)

- The next Vision Zero Truckee Meadows Task Force meeting is scheduled for October 18, 2021, at 9:00 a.m.
- Between January 1, 2021, and August 31, 2021, eight pedestrians and one bicyclist were killed in Washoe County. During this same time period in 2020, there were 10 pedestrian and no bicycle fatalities in Washoe County. Based on this, Washoe County has 20% less pedestrian fatalities in 2021 compared to the same time period in 2020.
- Vision Zero is preparing a joint press conference to promote #Dusk2DawnNV. The time change is scheduled for November 7, 2021, and the bus tail campaign will be launched before the time change.

Development Review

RTC staff routinely review development proposals from the local jurisdictions of Washoe County and the cities of Reno and Sparks. Staff from planning, engineering and public transportation have reviewed and commented on the following number of development proposals from each of the jurisdictions since the last Board meeting:

- Washoe County – 2
- City of Reno – 6
- City of Sparks – 2

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

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

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from September 17 – October 14:

September 16	City of Reno Ward 4 Neighborhood Advisory Board - Lemmon Drive Project Update
September 16	Nevada Bicycle Pedestrian Advisory Board, Update on RTC Planning
September 25	Safe Kids Washoe County Superhero Mini Golf Tournament
September 29	Safe Routes to School-International Walk to School Day, Katherine Dunn Elementary School
October 5	Virtual Public Meeting – Proposed transit service changes for January 2022
October 6	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
October 7	RTC Technical Advisory Committee (TAC) Meeting
October 13	Reno+Sparks Chamber of Commerce Leadership Class 2021 – RTC overview presentation

Media Relations & Social Media

The RTC issued five news releases and received seven media inquiries regarding the labor union strike and RTC's contingency transit plan, former RTC Deputy Executive Director and Director of Planning Amy Cummings' departure, the Arlington Bridges project, RTC's contract with Keolis, transit to the Great Reno Balloon Race, RTC's Labor Day office closure and transit schedule information.

Social media was used to promote and provide information about the labor union strike and RTC's contingency transit plan, the RTC Board meeting, mask enforcement on transit, King's Row project information, Token Transit's new 'tap-to-board' feature, a 9/11 remembrance message, transit options for the Great Reno Balloon Race, Labor Day office closure and transit schedule information, information about the Celebration of Life for Sparks Mayor Ron Smith, and transit options for the Best in the West Nugget Rib Cook-Off.

Social media metrics for the month of September: 51,945 impressions on Facebook, Twitter, YouTube, and Instagram.

Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included Washoe County's anti-human trafficking campaign, NDOT's incident response awareness week, Keolis driver recruitment, and Token Transit's new tap-to-board feature.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.3

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program

Sara Going, Project Manager

<https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/>

Status: Construction on the second phase of the project (29 bus stops) was completed early this month. Phase 3 of the program is in final design and will be advertised for construction in November of this year.

Center Street Multimodal Improvements

Maria Paz Fernandez, Project Manager

<https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/>

Status: Thirty percent (30%) design plans are complete. Additional traffic analysis of the downtown road network is occurring prior to proceeding with final design, including updating traffic counts with September 2021 data.

Mill Street Complete Street - Terminal Way to McCarran Boulevard

Scott Gibson, Project Manager

<https://www.rtcwashoe.com/engineering-project/mill-street-complete-street/>

Status: The RTC Board approved an RTIP amendment on August 20, 2021, that allowed the project to be advertised for bids in September 2021. The construction will start during the winter months and is expected to be completed before July 2022.

CAPACITY/CONGESTION RELIEF PROJECTS

Golden Valley Road / Beckwourth Drive Traffic Signal	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/golden-valley-beckwourth-traffic-signal/
<i>Status: Ninety percent (90%) review comments are being addressed and final plans are due back November 1, 2021.</i>	

North Valleys Package 3B	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/north-valleys-improvements-project/
<i>Status: Construction on the project began on September 20, 2021, and will continue through the end of October.</i>	

Sparks Boulevard	
Jeff Wilbrecht, Project Manager	SparksBLVDproject.com .
<i>Status: During the last reporting period work activities included investigations and assessment associated with environmental impacts that are necessary for the Environmental Assessment (EA). In addition, work activities included advancing the design for the phase 1 (south segment) of the project which includes capacity improvements from Greg Street to just past the Interstate 80 (I-80) westbound ramps. Construction of phase 1 is anticipated to begin in the spring of 2022. Lastly, preliminary design for phase 2 (widening and capacity improvements from I-80 to Baring Boulevard) is complete and work with partner agencies is underway to review the design.</i>	

Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The project team is developing thirty percent (30%) design plans. Construction is anticipated to begin by summer of 2022.</i>	

Traffic Signal Timing 6	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<i>Status: Optimization and timing on W. McCarran Boulevard (12 signals), from W. Plumb Lane to Kings Row, and on Mae Anne, from McCarran to Sierra Highlands, is complete. Pyramid Hwy and SE McCarran new timing is planned for late October.</i>	

Traffic Engineering (TE) Spot 10 – Fuel Tax	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-fuel-tax/
<i>Status: Construction of the project is underway, with completion scheduled for January 2022.</i>	

Traffic Engineering (TE) Spot 10 – North	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-north-2/
<i>Status: Construction is underway with the installation of new signal poles. The anticipated construction completion is October 2021.</i>	

Traffic Engineering (TE) Spot 10 – South	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: Ninety percent (90%) design plans were submitted for review by the local agencies on September 30, 2021. Right-of-way acquisition activities are underway.</i>	

Traffic Management – ITS Phase 3	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-3/
<i>Status: Underground construction is complete. New fiber optic cables will be installed through the month of October.</i>	

Traffic Management – ITS Phase 4	
Blaine Petersen, Project Manager	
<i>Status: Right-of-way activities for necessary easements have been completed. Ninety percent (90%) plan documents have been submitted to NDOT for permit process and are due to be completed by November 10, 2021.</i>	

Traffic Signal Installations 22-01	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: City of Reno comments from fifty percent (50%) design are being addressed. Final plans will be submitted October 25, 2021, with advertisement scheduled by the end of 2021.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<p><i>Status: Jacobs was determined as the most qualified firm to perform the next phase of the Project, which includes NEPA, Design and Engineering During Construction. Contract negotiations are underway with an award pending Board approval in November.</i></p>	

Lemmon Drive	
Judy Tortelli, Segment 1 Project Manager Dale Keller, Segment 2 Project Manager	Segment 1 - https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/ Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<p><i>Status: Segment 1 - Q&D Construction (Q&D) continues earthwork operations along both sides of Lemmon Drive throughout the project limits. Temporary access at the Silver State Kennels is being provided as improvements are constructed. Underground infrastructure and curb and gutter are being placed in anticipation of paving the outside travel lanes in November. The construction team is finalizing phasing discussions for the interchange improvements at Lemmon Drive and US 395.</i></p> <p><i>Segment 2 - The project team continues the Level 2 screening process of the top three (3) alternatives for the Segment 2 phase of the project and is engaging with stakeholders.</i></p>	

Mill Street Widening (Kietzke Lane to Terminal Way)	
Roy Flores, Project Manager	
<p><i>Status: NDOT, as part of Spaghetti Bowl Xpress (SBX), has submitted the Final Stage 2 Design. A traffic analysis for the project corridor is being performed by traffic consultant Headway and is expected to be complete by this November. The RTC will utilize the Stage 2 design and traffic analysis results to bring a design firm on board to complete the final design.</i></p>	

Oddie Boulevard / Wells Avenue Improvement	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<p><i>Status: The RTC's contractor, Granite Construction Inc., is expected to begin construction the second week of November. Items of work include mainly underground utility within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks) and Phase 2 (Sullivan Lane in Sparks to Silverada Boulevard in Reno). Overall construction, including the remaining phases, is anticipated to occur over three (3) construction seasons and be complete by early 2024.</i></p>	

Sky Vista Parkway Widening Rehabilitation	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: Right-of-way activities are underway for necessary construction easements. Utility coordination continues and will be incorporated into final design documents.</i>	

Truckee River Shared Use Path	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: Coordination efforts this month included ongoing coordination to acquire necessary rights-of-way, coordination of final design and construction efforts with NDOT and the SBX project.</i>	

PAVEMENT PRESERVATION PROJECTS

2021 Preventive Maintenance	
Scott Gibson, Project Manager	
<i>Status: As planned, the project is on schedule for completion in the fall. All pre-sealing work has been completed.</i>	

Arrowcreek Parkway Rehabilitation	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: Nichols Consulting Engineers, CHTD, was the selected consultant to complete the design plans. The agreement was awarded at the RTC September Board Meeting and investigation of existing conditions is underway.</i>	

Golden Valley Road Rehabilitation	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/golden-valley-road-rehabilitation/
<i>Status: The project completed construction at the end of September.</i>	

Kings Row Rehabilitation – Phase 1	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-details/
<i>Status: Sierra Nevada Construction, Inc., is half-way complete with roadway improvements. Work on the south side of the road is now underway with removal and replacement of curb, gutter and sidewalks.</i>	

Kings Row Rehabilitation – Phase 2	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/
<i>Status: The design consultant, Lumos and Associates, Inc., has prepared the ninety percent (90%) plans, which are under review by RTC and the City of Reno. RTC has started the activities for acquiring the rights to construct the project.</i>	

Newport Lane Rehabilitation	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/newport-lane/
<i>Status: The project is under construction by Sierra Nevada Construction, Inc., and will be complete by end of October.</i>	

Peckham Lane Rehabilitation	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/peckham-lane/
<i>Status: The ninety percent (90%) design plans have been reviewed. Design is advancing towards one hundred percent (100%).</i>	

Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/
<i>Status: The project will be advertised for construction in November after comments from the one hundred percent (100%) design package are addressed and included in the bidding package. First Street improvements, from Sierra Street to Virginia Street, are being pulled from the project and will be advertised at a later date due to the potential of replacing the traffic signal at the Sierra Street and First Street intersection.</i>	

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/
<i>Status: The project is out to bid. Construction is scheduled to begin spring 2022.</i>	

Reno Consolidated 23-01 – Sutro Street and Enterprise Road	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: CA Group, Inc., was the selected consultant to complete the design plans. The agreement was awarded at the RTC September Board Meeting and preliminary design is underway.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: Following the request for proposals, discussions and negotiations with the highest ranked firm are underway for a professional services agreement.</i>	

Peppermill BRT Station	
Jeff Wilbrecht, Project Manager	
<i>Status: The design team and prime consultant, Kimley-Horn, have started preliminary investigations necessary for preliminary design of the project. This includes survey, investigating existing conditions at the site, and performing a geotechnical investigation.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Bus Stop Improvement and Connectivity Program Project	Bickerstaff Enterprises	\$1,000	\$0

CONTRACTS UP TO \$100,000

SPV Associates, Inc., dba OnIndus in the not-to-exceed amount of \$99,750 for cost management support services.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.4

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

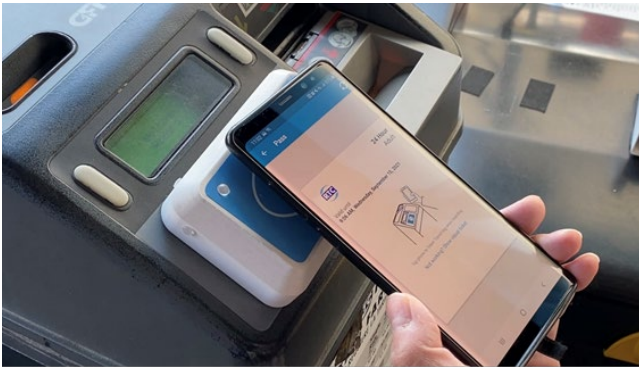
Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

Highlights

RTC Offers Free Options for Transit Passengers Stranded by Second Teamsters Union Drivers' Strike – In order to offset the disruption caused by the second strike, and potential future strikes, the RTC will offer select services for regular transit passenger for free whenever a strike is called by the Teamsters including the following:

- Limited fixed-route transit service on some routes, including Route 1, Route 7, Route 11, and the Regional Connector. RTC urges the public to check rtcwashoe.com for updates.
- RTC FlexRIDE: The FlexRIDE service is available in the existing FlexRIDE zones and in contingency zones noted on [maps provided at rtcwashoe.com](http://maps.provided.at.rtcwashoe.com), but this service is limited on vehicles and drivers to operate those vehicles as a result of the regional driver labor shortage due to the pandemic. Passengers should anticipate delays, leave plenty of time to get to their destination and to be patient during the disruption of service. Passenger should use the RTC Washoe FlexRIDE app to book trips within the contingency zones, or call (775) 335-0035. FlexRIDE contingency zones will operate Monday-Friday from 6 a.m. – 7 p.m.
- Taxi: Taxi service is available by calling the RTC at (775) 348-0477. The RTC will book the taxi trip for the customer. Passengers should anticipate delays due to regional driver labor shortages due to the pandemic.
- UberX: UberX vouchers are available to regular transit riders. For information and to request a voucher call the RTC at (775) 348-0477, and press option 2. Passengers should anticipate delays due to regional driver labor shortages due to the pandemic.
 - UberX program details:
 - The RTC Washoe-Uber Emergency Rides voucher is valid for 2 Uber rides with a maximum of \$20 per Uber ride. Any amount over \$20 will be automatically charged to the user's debit or credit card on file on their Uber account.
 - Uber Vouchers will expire on October 31, 2021.
 - Eligible rides can be taken 24/7.
 - Vehicle type will apply only to UberX trips.
 - Service area: Eligible trips must start and end in the Reno-Sparks area. Trips that begin or end outside of the service area are not eligible.
- Transit customers with current transit passes will be given extensions



'Tap to Board' Feature Now Available on RTC Transit - Riding RTC transit services is easier for passengers now that they can buy bus passes on their phone and tap to board on all RTC transit vehicles, including RIDE, ACCESS and FlexRIDE! Using the Token Transit App on a smartphone is the easiest way to purchase bus passes. Token Transit has taken this a step further making it even easier to use a cell phone to board the bus. Once the app is downloaded and a ticket

purchased, passengers can place their phone near the white Token Transit validator on the fare box to board. The Token Transit app is FREE for Apple and Android devices. It allows passengers to purchase passes directly from their smartphone eliminating the need to use cash to buy paper passes, and now passengers have the ability to **'Tap to Board.'**

RTC RIDE Key Highlights – September

- Keolis participated in two Teamster's Union Local 533 negotiation meetings in September.
- Teamster's Local 533 members went on strike again on September 27 at 12:15pm.
- During the strike, Keolis operated Route 1, Route 7, Route 11, and the Regional Connector.
- Keolis Manager On-Duty Bobby Stanworth completed 3rd party testing for CDL training increasing the number of certified trainers from one to two at this location.
- Implemented extended service on the Rapid Virginia Line from 4am – 10 am, 9/18-9/19.
- New service change went into effect on September 11, 2021.
- Luis Baglin, Maintenance Training and Development Manager, attended the Electric Zero Emission Bus (ZEB) Conference in Denver, CO.
- Keolis held a job fair September 6-20. Job fairs will continue once the labor strike is over.
- September Hiring update: 9 Drivers, 3 Utility workers, a new Manager On-Duty, Safety Manager, and Data Analyst joined Keolis this month.
- Keolis' Vaccine Awareness Campaign is a high priority for its transit employees in which they hope will encourage additional participation.
- Safety Department Updates and Training:
 - Attended training in Las Vegas for Safety Management Systems (SMS) rollout
 - Event Review Team training (ERT)
 - Site Safety Committee training
 - Site Management Team training
 - Assisted with Internal Safety Audit of the Las Vegas Keolis location
 - Completed Internal Audit of Keolis Reno, including file standardization requirements
 - Completed TSI U.S. DOT SMS training
- The U.S. Customer Experience team met to discuss Keolis' *Fall Employee Engagement and Community Outreach opportunities*.
- Internet and Operator "Information Monitors" are up and running at 4th Street Station.

RTC ACCESS Key Highlights – September

Safety

- 216 Days without a preventable collision.
- Safety Meeting addressed emergencies
 - Where is the nearest fire extinguishers are located
 - Where to meet after an evacuation.
- September's Safety Blitzes included "Slips, Trips and here comes FALL! and Distractions."
- Safety message: "Fall is officially here, colder temperatures and longer nights, watch for pedestrians bundled up and with hoodies blocking their vision, and you know the clothes are dark so you can't see them."



Operations

- 3 new drivers began training
- 2 additional drivers coming on-board on September 27, 2021
- Installed token transit validators on all MTM and BigStar vehicles.

Commendations:

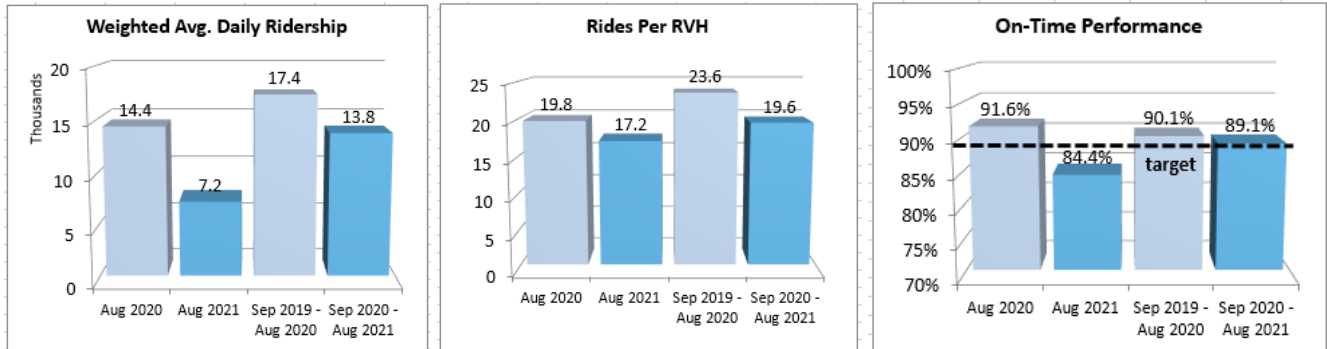
- Operator, Wayne Ming recognized as *Employee of the Month* for August. MTM celebrated Mr. Ming's calm nature and professionalism when his quick actions saved a passenger's life.
- Road Supervisor Steve Beslisle was recognized for picking up an electric wheelchair from Davita dialysis and delivering it to a client who was released from the hospital and couldn't get home without his wheelchair. The family was so appreciative of Steve's efforts.

TRANSIT DEMAND MANAGEMENT (TDM) Update

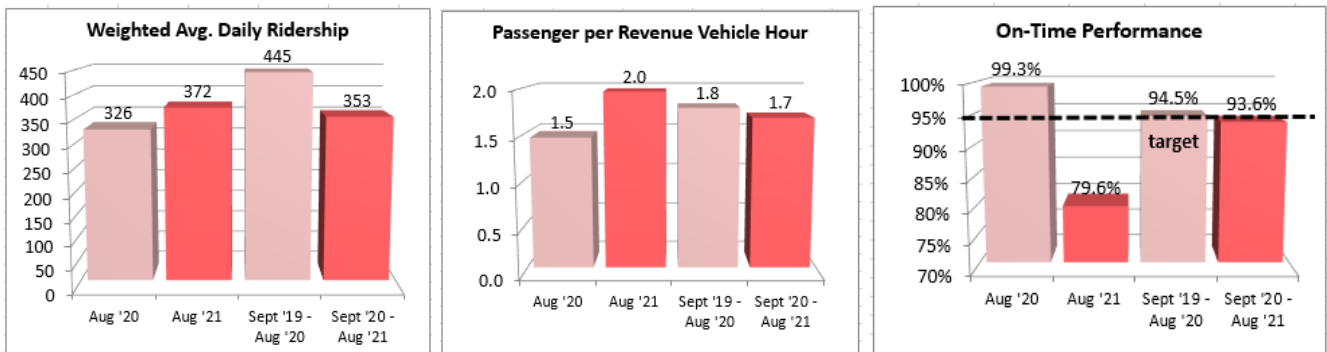
- Vanpools increased to 279 from 273. The program set new highs in trips reduced for a month at 41,794 and vehicle miles traveled (VMT) for a month at 1,543,343.
- On September 15, staff met with Meadowood Mall management to discuss a promotional campaign.
- Staff will man a table on campus at UNR every other week to promote the ED Pass Program beginning on September 28 and continuing until the end of the fall semester.
- Staff is working with UNR to provide a bus for a Lawlor to Midtown event on October 15 from 5:00 pm-7:30 pm. Staff will be onboard to promote the Ed Pass Program.
- On September 29, staff will moderate a session for the *Association of Commuter Transportation's Valley of the Sun* chapter on "Return to Travel: Transit Trends."
- Ridership numbers from the ED Pass Program are not available for August due to the driver strike.

AUGUST 2021 TRANSIT PERFORMANCE

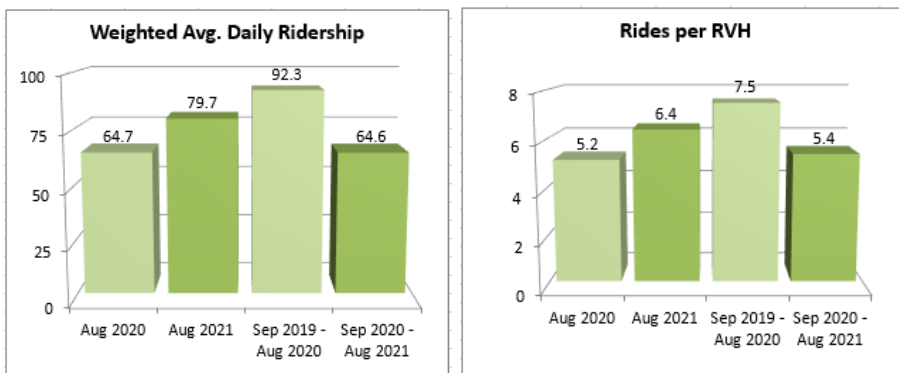
RTC RIDE



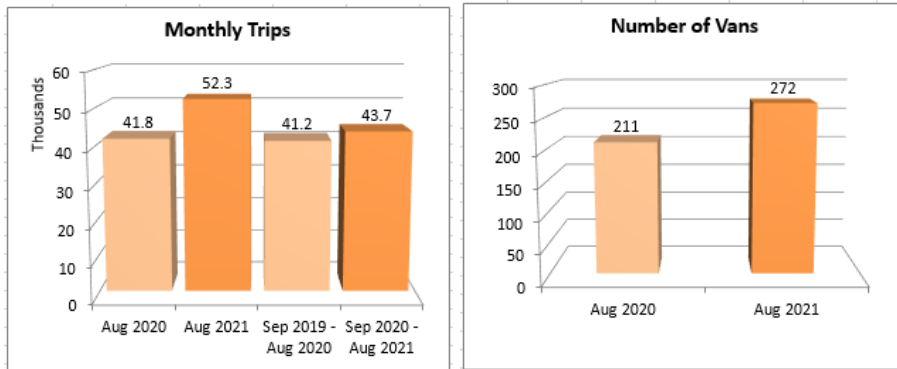
RTC ACCESS



TART



RTC VANPOOL



ATTACHMENTS

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

RTC RIDE Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Aug 2021	Percent Change	Aug 2020	Sep 2020 - Aug 2021	Percent Change	Sep 2019 - Aug 2020
Monthly Ridership*	221,451	-49.7%	439,915	4,980,861	-20.6%	6,272,578
Weighted Avg. Daily Ridership	7,244	-49.7%	14,398	13,773	-20.8%	17,389
Revenue Vehicle Hours (RVH)	12,907	-41.8%	22,174	253,939	-4.3%	265,366
Rides Per RVH	17.2	-13.5%	19.8	19.6	-17.0%	23.6
Revenue Vehicle Miles (RVM)	145,778	-38.2%	235,895	2,729,502	-6.3%	2,911,480
Complaints Per 25,000 Rides	10.39	125.6%	4.60	4.80	29.9%	3.69
On-Time Performance ²	84.4%	-7.8%	91.6%	89.1%	-1.2%	90.1%

Performance Indicator	Jun 2021	Percent Change	Jun 2020	Jul 2020 - Jun 2021	Percent Change	Jul 2019 - Jun 2020
Revenue	\$301,344	71.6%	\$175,580	\$3,001,655	-21.8%	\$3,836,051
Farebox Recovery Ratio	11.9%	93.2%	6.2%	9.3%	-20.2%	11.7%
Subsidy per Ride	\$4.70	-29.0%	\$6.61	\$5.62	32.8%	\$4.23

¹ RTC Transit includes RTC RIDE, RTC RAPID, and RTC REGIONAL CONNECTOR² Percent of trips zero min. early and five minutes or less late

* Due to technical issues, August 2021 ridership is estimated based on available data.

RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Aug '21	Percent Change	Aug '20	Sept '20 - Aug '21	Percent Change	Sept '19 - Aug '20
Monthly Ridership	11,443	17.1%	9,775	126,247	-19.7%	157,300
Weighted Avg. Daily Ridership	372	14.1%	326	353	-20.8%	445
Revenue Vehicle Hours	5,829	-12.7%	6,679	75,109	-14.6%	87,980
Passenger per Revenue Vehicle Hour (does not include taxi data)	1.96	34.1%	1.46	1.68	-6.0%	1.79
Revenue Vehicle Miles (RVM)	94,737	16.7%	81,187	1,058,712	-13.8%	1,228,837
Complaints per 1,000 Rides	1.49	263.0%	0.41	0.78	34.1%	0.58
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	0.0%	0
Accidents per 100,000 Miles	0.00	0.0%	2.46	0.08	-92.2%	1.07
On-Time Performance (does not include taxi data)	79.6%	-19.8%	99.3%	93.6%	-1.0%	94.5%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Performance Indicator	June '21	Percent Change	June '20	July '20 - June '21	Percent Change	July '19 - June '20
Revenue*	\$111,731	-1.6%	\$113,598	\$1,549,620	-7.1%	\$1,668,538
Farebox Recovery Ratio*	16.92%	5.95%	15.97%	17.67%	-7.58%	19.12%
Subsidy per Passenger*	\$36.60	-31.5%	\$53.44	\$47.13	33.9%	\$35.21

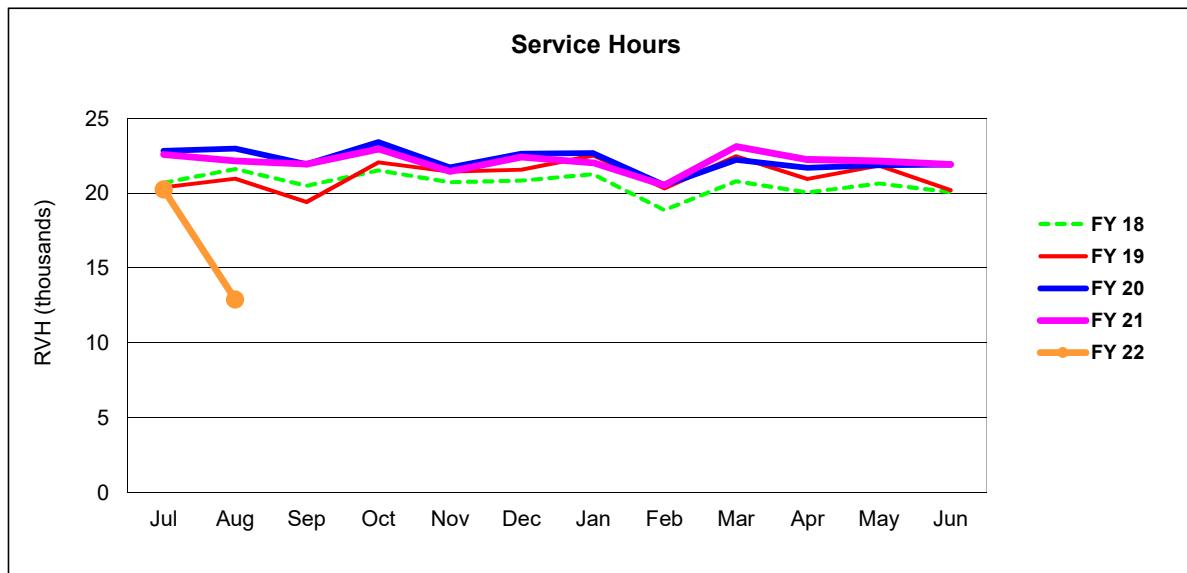
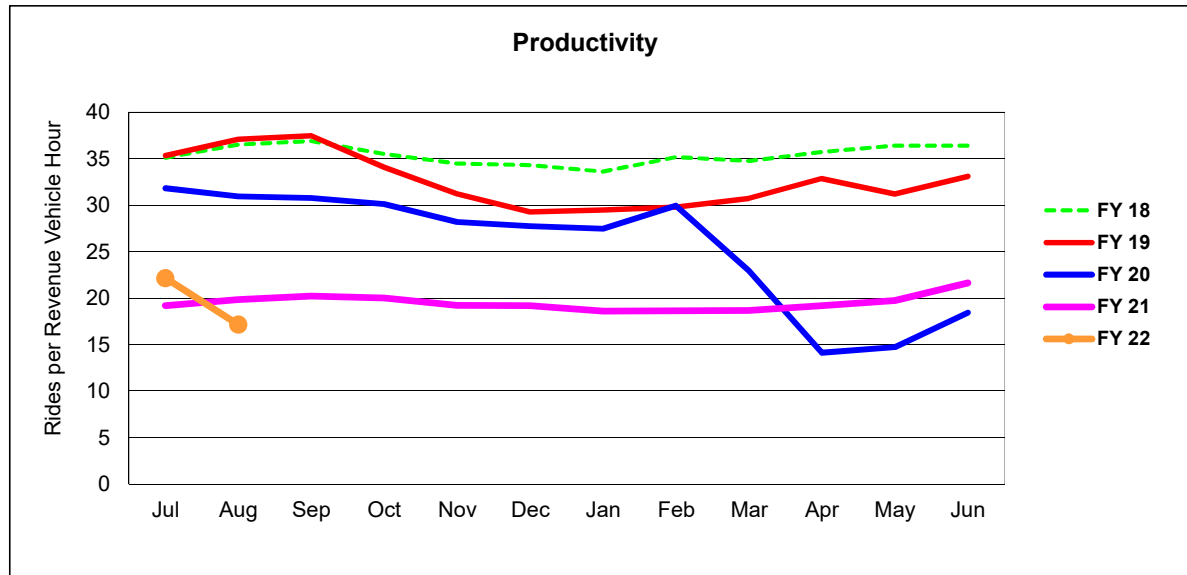
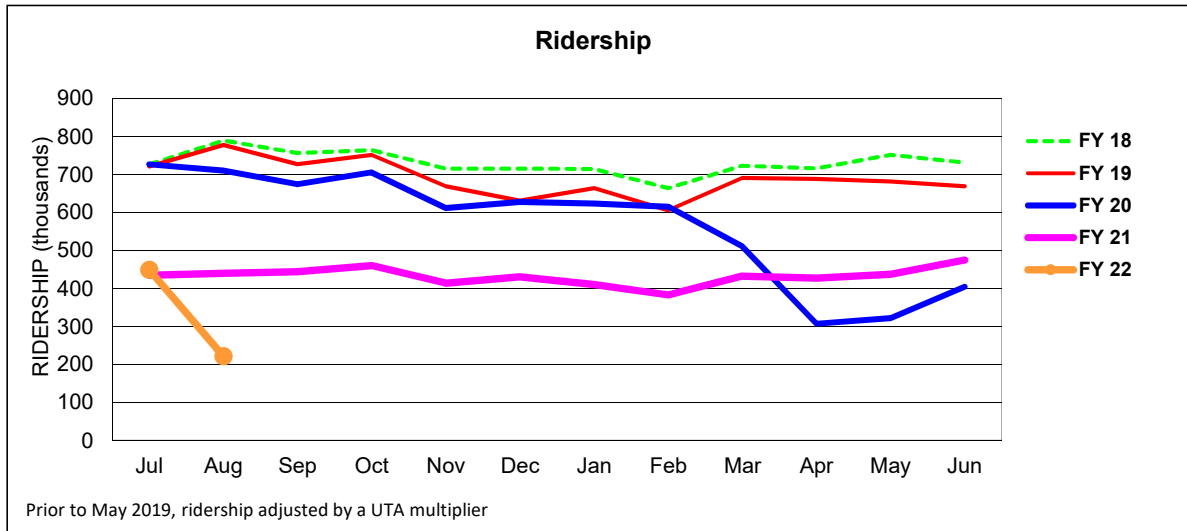
*June 2021 data is the latest available.

TART Performance Statistics

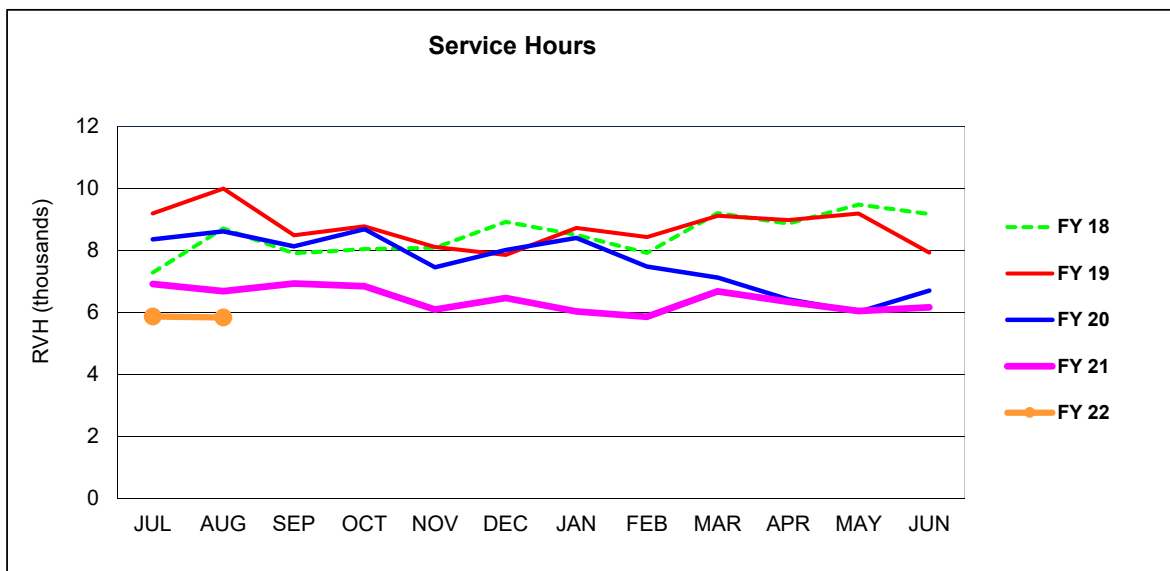
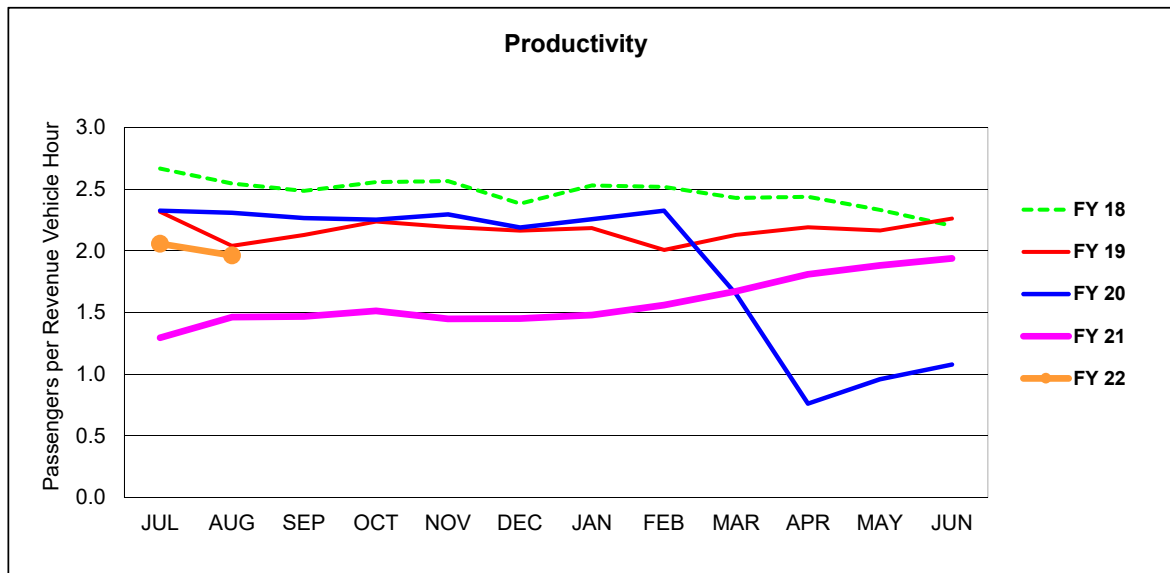
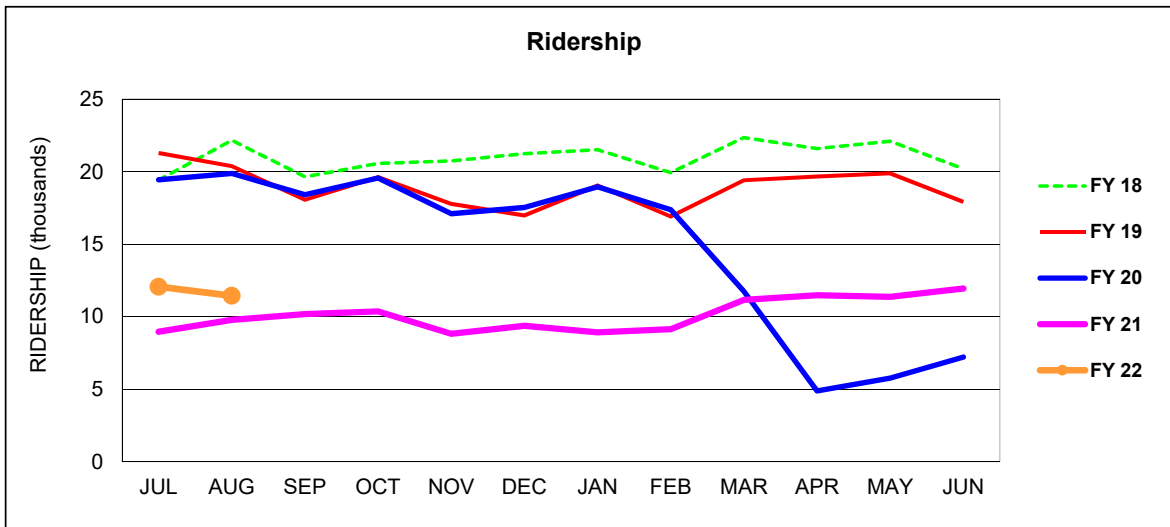
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Aug 2021	Percent Change	Aug 2020	Sep 2020 - Aug 2021	Percent Change	Sep 2019 - Aug 2020
Monthly Ridership	2,468	24.1%	1,988	23,365	-29.9%	33,320
Weighted Avg. Daily Ridership	79.7	23.3%	64.7	64.6	-30.0%	92.3
Revenue Vehicle Hours (RVH)	385	-0.1%	385	4,319	-2.7%	4,438
Rides per RVH	6.4	24.3%	5.2	5.4	-27.9%	7.5
Revenue Vehicle Miles (RVM)	8,397	-0.1%	8,403	85,811	-1.5%	87,088
Revenue*	\$0	N/A	\$0	\$0	-100.0%	\$8,760
Farebox Recovery Ratio*	0.0%	N/A	0.0%	0.0%	-100.0%	1.6%
Subsidy per Ride	\$19.68	-19.6%	\$24.47	\$23.34	44.5%	\$16.15

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

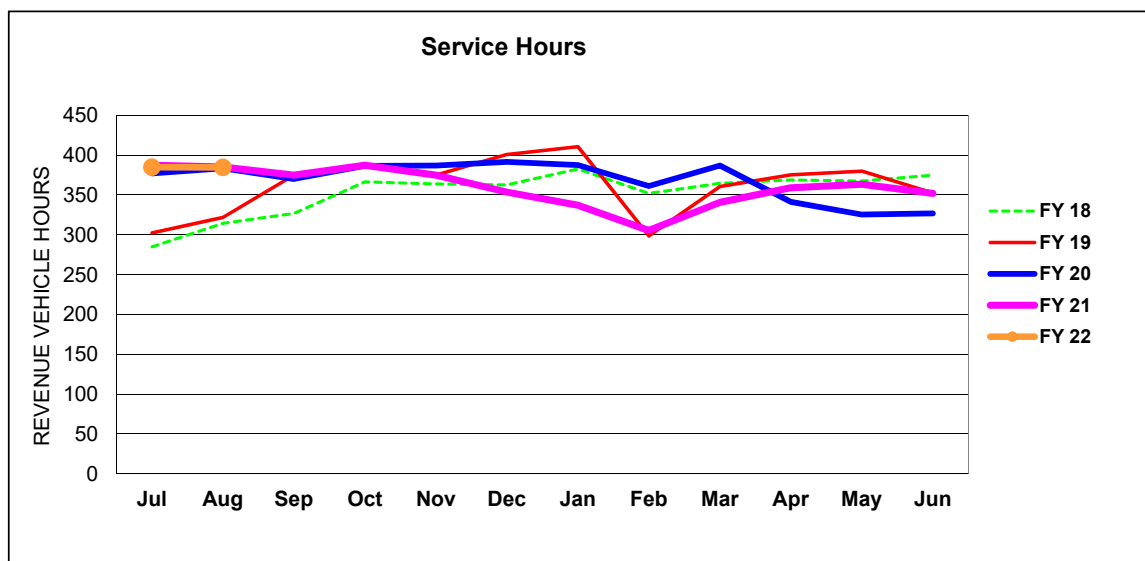
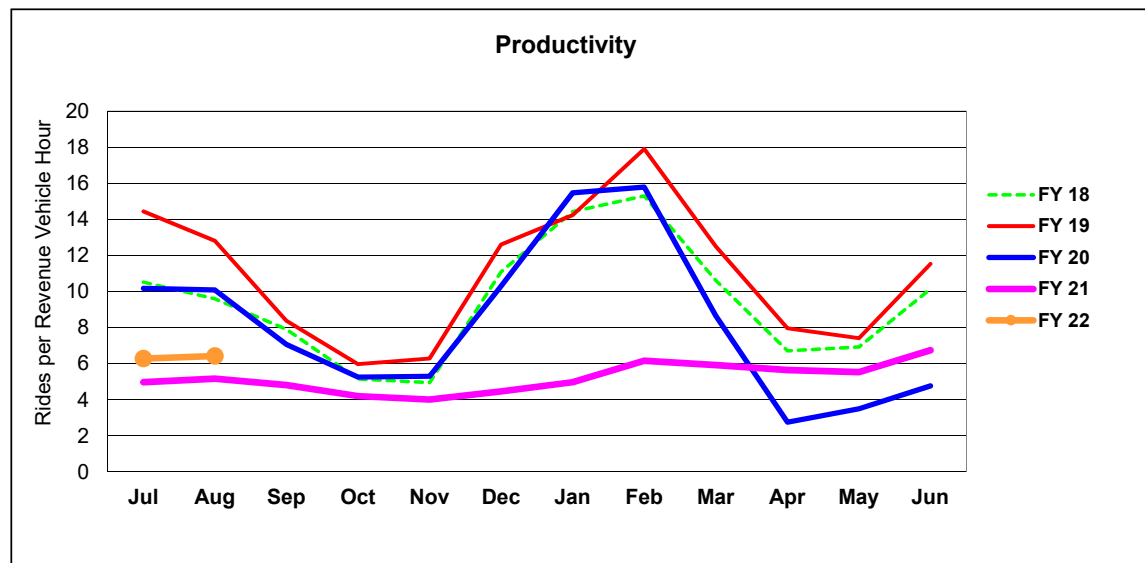
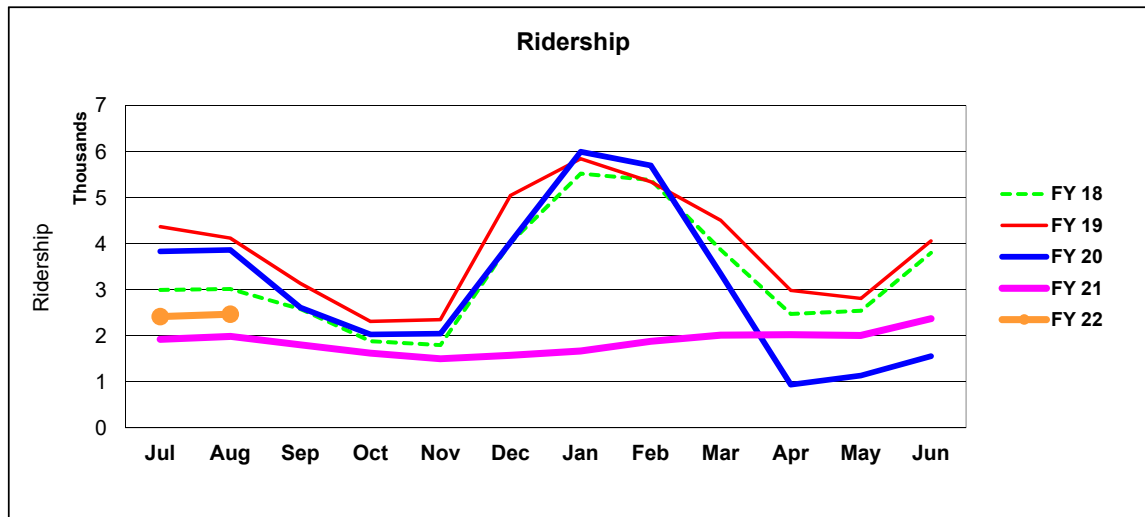
RTC RIDE Fiscal Year Comparisons



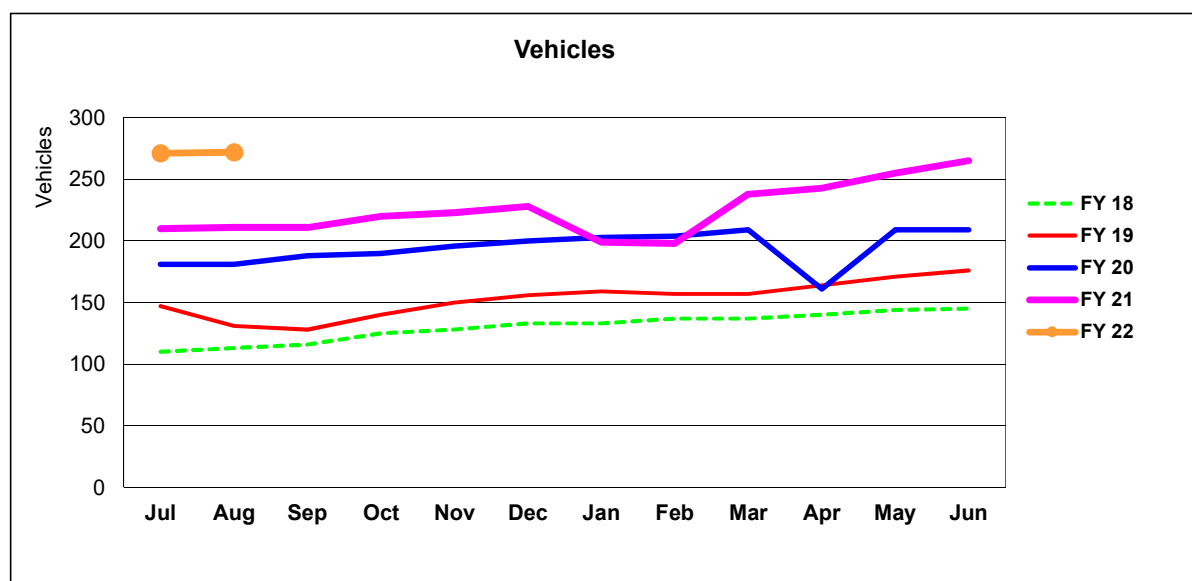
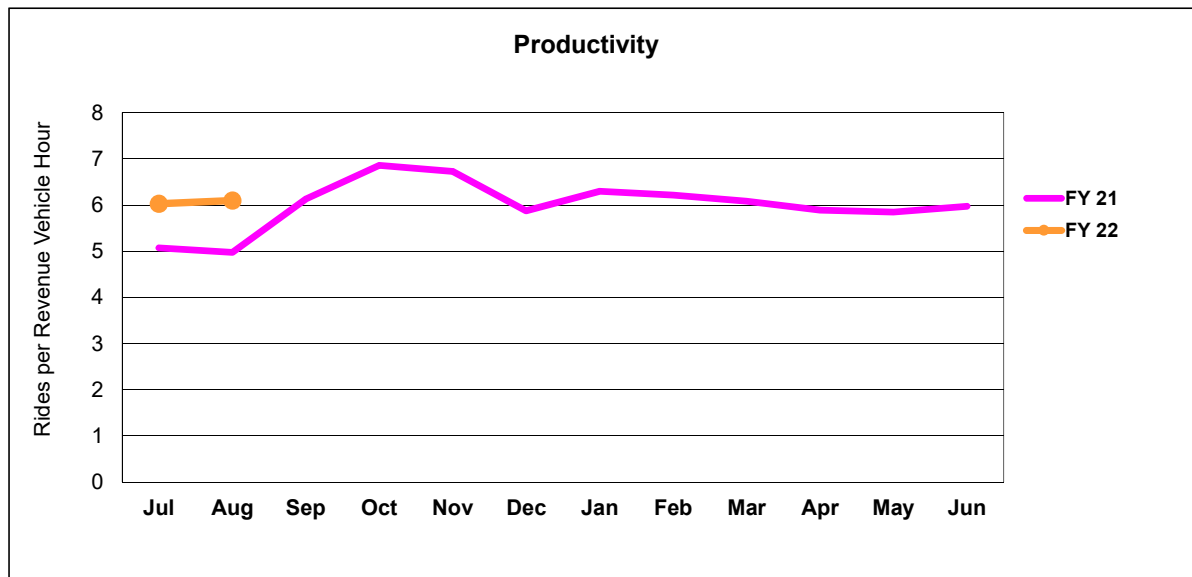
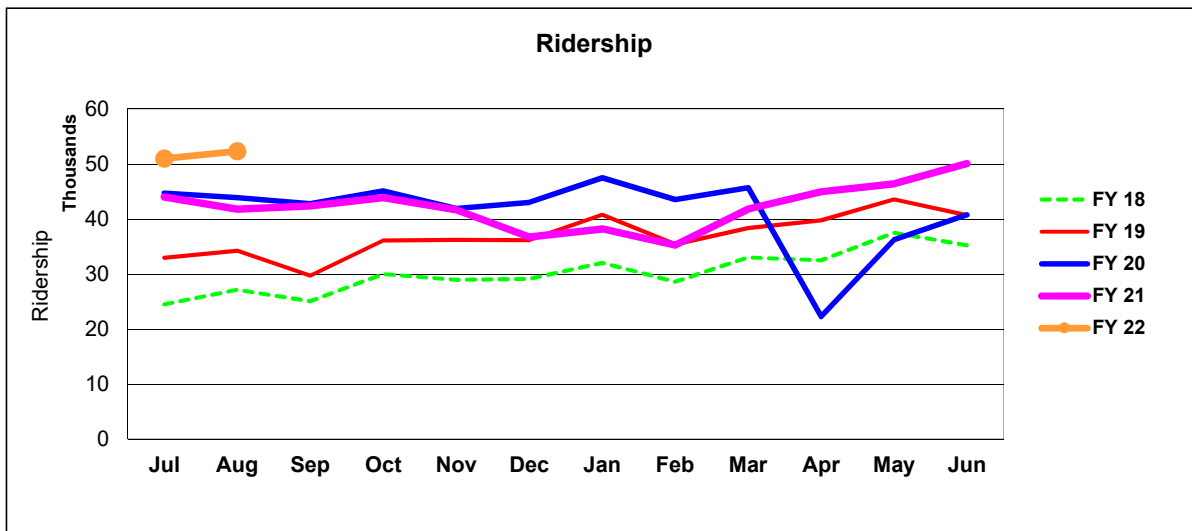
RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons



RTC Vanpool Fiscal Year Comparisons



**REGIONAL TRANSPORTATION COMMISSION**

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021**AGENDA ITEM 4.5**From: Stephanie Haddock, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Mill Street Complete Streets	October 28, 2021
Reno Consolidated 22-01	November 3, 2021

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Intelligent Transportation Systems Strategic Master Plan	October 13, 2021

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

There were no IFB Awards.

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
FY22 Traffic Count Program	Quality Traffic Data, LLC	\$99,690
CostPoint Budget Module Implementation	Deltek Inc.	\$25,884

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

Project	Contractor	Approval Date	Number	Order Amount	Revised Total Contract Amount
Lemmon Drive (US 395 to Military Road)	Q&D Construction	9/16/2021	Amend. 1	\$23,680	\$17,623,680
Program Management Support Services	SPV Associates (dba OnIndus)	9/23/2021	Amend. 1	\$15,000	\$81,000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.6

From: Dan Doenges, PTP, RSP
Director of Planning

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

Through: Bill Thomas, AICP
Executive Director

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on October 6, 2021, and received a report from the Reno-Tahoe Airport Authority (RTAA) regarding the RNO Landside Operations Development Plan. Staff also presented information on proposed provisional January 2022 RTC RIDE, RTC ACCESS, and RTC FlexRIDE service changes.

Technical Advisory Committee (TAC)

The TAC met on October 7, 2021, and received a report from RTAA regarding the RNO Landside Operations Development Plan. Staff also presented information on proposed provisional January 2022 RTC RIDE, RTC ACCESS, and RTC FlexRIDE service changes.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in September or October.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.7

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

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., to provide design services and optional engineering during construction for the Holcomb Avenue Road Rehabilitation project in an amount not-to-exceed \$485,935.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Wood Rodgers, Inc., is for professional design services for the Holcomb Avenue Road Rehabilitation project in the amount of \$222,315, and optional engineering during construction services (EDC) in the amount of \$263,620. The project includes roadway rehabilitation between Burns Street and Liberty Street.

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

FISCAL IMPACT

Appropriations are included in FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

June 20, 2019

Approved the Qualified Consultant List for Engineering Design and Construction Management Services

ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC has selected Wood Rodgers, Inc. from the Streets and Highways Engineering and Construction Services shortlist to perform Engineering services in connection with the RTC’s preparation of the Holcomb Avenue Rehabilitation Project, Liberty Street to Burns Street.

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 2023 unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. **SCOPE OF SERVICES**

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Services (Tasks 1 to 6)	\$212,315
Design Contingency (Task 7)	\$10,000
Total EDC Services (8A-E Optional)	\$253,620
<u>Total EDC Contingency (Task 9)</u>	<u>\$10,000</u>
Total Not-to-Exceed Amount	\$485,935

- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional

Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Mark Casey
Vice President
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, Nevada 89502
(775) 823-9443

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.

SAMPLE

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

WOOD RODGERS, INC.

By: _____
Mark Casey, Vice President

SAMPLE

Exhibit A

Scope of Services

SAMPLE

EXHIBIT A
SCOPE OF SERVICES
FOR THE
HOLCOMB AVENUE PROJECT (BURNS
DRIVE TO LIBERTY STREET)
RTC Project Number 0212074

1. Project Management

Prepare monthly progress reports, invoices, and billing.

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

Other interested parties will include the City of Reno.

Deliverables – Invoicing and progress reports.

2. Public and Agency Involvement

Public Information Meeting

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

The CONSULTANT will provide materials to RTC staff for presentation to the RTC Board and City of Reno Council as required.

Deliverables – Meeting materials, power point presentations which will include project status information and photos.

3. Investigation of Existing Conditions

1. Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT

shall also evaluate existing pedestrian ramps for compliance with current PROWAG standards.

2. Traffic Data.

- a. Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records. The CONSULTANT will also review accident data for possible safety problem areas, and provide recommendations.
- b. CONSULTANT will provide 24-hour traffic counts to verify current ADT, truck/bus classifications and percentages.

3. Topographic Survey.

- a. CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery. Ground control and photo identification points will be established and measured. One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measure and displayed for sewer and storm drain structures.
- b. CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, to identify any utility facilities located on the subject roadways and adjacent parcels, and to provide design level topo on hardscape tie areas. Project accuracy will conform to general accepted photogrammetric standards established by the ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014).

- c. Right-of-Way Mapping and Engineering Services - Right of Way Mapping is not anticipated with this scope of services. Washoe County GIS information for record right of way will be shown on plans for reference only. No rectification of right of way is anticipated.
- d. Permission to Construct Exhibits (PTC's) - CONSULTANT will prepare PTC exhibits for as many as 17 parcels. Each Exhibit will include project line work overtop aerial topography illustrating potential work limits onto private property. This excludes any legal descriptions or title reports relating to the PTC's

4. Geotechnical Investigation

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

CONSULTANT will advance six (6) auger or air rotary borings along Holcomb Avenue between East Liberty Street and Burns Street at approximately 500 to 600-foot spacing. Each exploration site will initially be cored. After coring, borings will be advanced with a CME-55 conventional drill rig equipped with hollow stem augers between 5 and 10-feet below the existing structural section. Each boring will be logged by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy). Samples of the subgrade soils will be obtained for laboratory testing on soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), moisture-density relationship (ASTM D1557), and R-Value (ASTM D2844). Corrosion testing will also be performed to assess the site soils' effect on concrete and steel elements. Explorations will be backfilled immediately after advance with the readily available site soils and/or pea gravel. Rapid set high strength grout will be used to backfill the structural section. In addition to the borings, 12 to 14 asphalt concrete cores will be collected adjacent to the borings in the opposite lane in order to verify pavement thicknesses throughout the project as well as one asphalt core on each applicable side street.

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

- Gradation (6)
 - Moisture Content (6)
 - Atterberg Limit (6)
 - Moisture-Density Relationship (6)
 - R-Value (6)
 - Chemical testing will be performed on approximately three subgrade samples for pH, resistivity, redox potential, soluble sulfides and chlorides.
5. Develop Feasible Rehabilitation/Reconstruction Alternatives. CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:
- AC overlay (only)
 - Full-depth patching (plus AC overlay)
 - Mill and fill (plus AC overlay)
 - Roadbed modification (reconstruction)
 - AC paving (reconstruction)
 - PCC paving (reconstruction)

Upon completion of the geotechnical investigation, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will then apply the design procedures contained in the latest (1993) AASHTO Guide for Design of Pavement Structures to generate the design layer thickness associated with each pavement alternative.

CONSULTANT will prepare a separate pavement design utilizing the RTC's draft Structural Design Guide for Flexible Pavement (Feb. 2021). This separate pavement design will be for comparative purposes only at this time.

6. Utility Investigation/Depiction
- a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 4, Preliminary Design.
 - b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C.

Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

- c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitate meetings, review utility's design/cost for incorporation into a reimbursement agreement and/or incorporate the utility work into the RTC plans.

7. Utility Potholing

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

4. Preliminary Design

1. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.
2. Drainage and Utility Design. Drainage design will be limited to replacement of inlets within project limits. No further drainage or utility updates or analysis is anticipated.

5. Final Design

1. Prepare Final Plans and Specifications

- a. Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum:

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Cross-section Sheets (at 1"=20' scale)
- Plan/Profile Sheets (at 1"=20' scale)
- Signage and Striping Sheets (at 1"=20')
- Detail Sheets (scales as noted).

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted."

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local

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

- 50% & 90% Plans –Two 11”x17” sets to RTC, two 11”x17” sets to Local Entity, and one 11”x17” set each to utility agencies and other affected parties.
 - 90% Specifications – One set each to RTC and Local Entity.
 - 100% Plans – One 11”x17” each to RTC and Local Entity.
 - 100% Specifications – One set each to RTC and Local Entity.
- b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
- c. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.
2. Final Engineer’s Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

6. Bidding Services

1. Plan Set and Specification Distribution: CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.
2. Pre-bid Meeting: CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening: CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award.

CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

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

7. Design Contingency

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

- 8. A - E Construction Services (Optional)** - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. At this time, the budget for these services are prepared based upon a Roadbed Modification with Asphalt Concrete pavement surface with a contract duration of 60 Working Days. Should this be changed during the design process, this fee will be adjusted as appropriate.

8.A. Contract Administration (Optional)

1. Provide contract administration services as follows:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

8.B. Construction Surveying (Optional)

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50-foot stations and 25-foot stations at returns.
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

8.C. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 60 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

8.D. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 150 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

8.E. Record Information (Optional)

Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file electronic PDF format (22" x 34" at 300 dpi), will be provided to RTC for its files and distribution to the Local

Entity. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

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

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

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

9. Construction Contingency (Optional)

1. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 8. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit B

Cost of Services and Fee Schedules

SAMPLE

Exhibit B
Cost of Services

Task #	Task	Item No.	Task Description	Staff																				Totals					
				Project Manager/Principal Engineer			Associate Engineer			Engineer II			Drafting			Survey Crew			Technician			Clerical				Other Direct	Subconsultant		
				Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Cost	Cost	# of Hours	Cost	
1	Project Management	1	Project Management	\$ 230.00	40	\$ 9,200.00	\$ 205.00		\$ -	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	10	\$ 900.00	\$ -	\$ -	50	\$ 10,100.00	
			Sub-Totals		40	\$ 9,200.00		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		10	\$ 900.00	\$ -	\$ -	50	\$ 10,100.00	
2	Public Involvement	2	Public Information Meeting	\$ 230.00	2	\$ 460.00	\$ 205.00	20	\$ 4,100.00	\$ 145.00		\$ -	\$ 135.00	20	\$ 2,700.00	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	10	\$ 900.00	\$ -	\$ -	52	\$ 8,160.00	
			Sub-Totals		2	\$ 460.00		20	\$ 4,100.00		0	\$ -		20	\$ 2,700.00		0	\$ -		0	\$ -		10	\$ 900.00	\$ -	\$ -	52	\$ 8,160.00	
3	Existing Conditions	1	Condition Survey	\$ 230.00	2	\$ 460.00	\$ 205.00	8	\$ 1,640.00	\$ 145.00	10	\$ 1,450.00	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00		\$ -	\$ -	\$ -	20	\$ 3,550.00	
		2	Traffic Data	\$ 230.00	1	\$ 230.00	\$ 205.00	10	\$ 2,050.00	\$ 145.00	8	\$ 1,160.00	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00		\$ -	\$ -	\$ 1,500.00	19	\$ 4,940.00	
		3	Topographic Survey	\$ 230.00	10	\$ 2,300.00	\$ 205.00	15	\$ 3,075.00	\$ 145.00	40	\$ 5,800.00	\$ 135.00	50	\$ 6,750.00	\$ 205.00	50	\$ 10,250.00	\$ 115.00		\$ -	\$ 90.00		\$ -	\$ -	\$ -	165	\$ 28,175.00	
		4	Geotechnical Investigation	\$ 230.00	2	\$ 460.00	\$ 205.00	20	\$ 4,100.00	\$ 145.00	48	\$ 6,960.00	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	3	\$ 270.00	\$ 4,500.00	\$ 12,000.00	73	\$ 28,290.00	
		5	Pavement Design	\$ 230.00	12	\$ 2,760.00	\$ 205.00	50	\$ 10,250.00	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	4	\$ 360.00	\$ -	\$ -	66	\$ 13,370.00	
		6	Utility Investigation	\$ 230.00	2	\$ 460.00	\$ 205.00	10	\$ 2,050.00	\$ 145.00	40	\$ 5,800.00	\$ 135.00	60	\$ 8,100.00	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	8	\$ 720.00	\$ -	\$ -	120	\$ 17,130.00	
		7	Potholing	\$ 230.00	1	\$ 230.00	\$ 205.00	4	\$ 820.00	\$ 145.00	8	\$ 1,160.00	\$ 135.00	2	\$ 270.00	\$ 205.00	10	\$ 2,050.00	\$ 115.00		\$ -	\$ 90.00	2	\$ 180.00	\$ -	\$ 2,000.00	27	\$ 6,710.00	
							117	\$ 23,985.00		154	\$ 22,330.00		112	\$ 15,120.00		60	\$ 12,300.00												
4	Preliminary Design		Sub-Totals		6	\$ 1,380.00		40	\$ 8,200.00		363	\$ 7,975.00		70	\$ 9,450.00		0	\$ -		0	\$ -		44	\$ 900.00	\$ -	\$ 5,500.00	181	\$ 33,405.00	
5	Final Design	1	Final Plans and Specifications	\$ 230.00	8	\$ 1,840.00	\$ 205.00	76	\$ 15,580.00	\$ 145.00	84	\$ 12,180.00	\$ 135.00	95	\$ 12,825.00	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	10	\$ 900.00	\$ -	\$ 5,500.00	273	\$ 48,825.00	
		2	Final Engineer's Opinion of Probable Costs	\$ 230.00	1	\$ 230.00	\$ 205.00	2	\$ 410.00	\$ 145.00	12	\$ 1,740.00	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	2	\$ 180.00	\$ -	\$ -	17	\$ 2,560.00	
			Sub-Totals		9	\$ 2,070.00		78	\$ 15,990.00		96	\$ 13,920.00		95	\$ 12,825.00		0	\$ -		0	\$ -		12	\$ 1,080.00	\$ -	\$ 5,500.00	290	\$ 51,385.00	
6	Bidding Services	1	Plan Set and Specification Distribution	\$ 230.00		\$ -	\$ 205.00	8	\$ 1,640.00	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	8	\$ 720.00	\$ 1,000.00	\$ -	16	\$ 3,360.00	
		2	Pre-Bid Meeting	\$ 230.00	4	\$ 920.00	\$ 205.00	8	\$ 1,640.00	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	2	\$ 180.00	\$ -	\$ -	14	\$ 2,740.00	
		3	Bid Opening	\$ 230.00		\$ -	\$ 205.00	4	\$ 820.00	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00	2	\$ 180.00	\$ -	\$ -	6	\$ 1,000.00	
							20	\$ 4,100.00		0	\$ -		0	\$ -		0	\$ -												
7	Design Contingency (Optional)	1	Contingency																					\$ 10,000.00			\$ 10,000.00		
			Sub-Totals		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -	\$ 10,000.00	\$ -	0		
8A-D	Construction Services (Optional)	8A	Provide Contract Administration	\$ 230.00	36	\$ 8,280.00	\$ 205.00	192	\$ 39,360.00	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00		\$ -	\$ 90.00		\$ -	\$ -	\$ 11,000.00	228	\$ 58,640.00	
		8B	Provide Construction Surveying	\$ 230.00		\$ -	\$ 205.00	30	\$ 6,150.00	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00	100	\$ 20,500.00	\$ 115.00		\$ -	\$ 90.00		\$ -	\$ -	\$ -	130	\$ 26,650.00	
		8C	Provide Inspection	\$ 230.00		\$ -	\$ 205.00		\$ -	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 150.00	600	\$ 90,000.00	\$ 90.00		\$ -	\$ -	\$ -	600	\$ 90,000.00	
		8D1	Materials Testing	\$ 230.00		\$ -	\$ 205.00		\$ -	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00	75	\$ 8,625.00	\$ 90.00	40	\$ 3,600.00	\$ 2,500.00	\$ -	115	\$ 14,725.00	
		8D2	Provide AC Plant Inspection and Testing	\$ 230.00		\$ -	\$ 205.00		\$ -	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00	75	\$ 8,625.00	\$ 90.00		\$ -	\$ -	\$ -	75	\$ 8,625.00	
		8D3	Asphalt Cement Testing	\$ 230.00		\$ -	\$ 205.00		\$ -	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00	75	\$ 8,625.00	\$ 90.00		\$ -	\$ -	\$ -	75	\$ 8,625.00	
		8D4	On-Site Nuclear Gauge Testing	\$ 230.00		\$ -	\$ 205.00		\$ -	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00	150	\$ 17,250.00	\$ 90.00		\$ -	\$ -	\$ -	150	\$ 17,250.00	
		8D5	Plantmix Bituminous Pavement Testing	\$ 230.00		\$ -	\$ 205.00		\$ -	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00	35	\$ 4,025.00	\$ 90.00		\$ -	\$ 2,500.00	\$ -	35	\$ 6,525.00	
		8D6	Bituminous Pavement Coring and Lab Testing	\$ 230.00		\$ -	\$ 205.00		\$ -	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00	35	\$ 4,025.00	\$ 90.00		\$ -	\$ 1,800.00	\$ -	35	\$ 5,825.00	
		8D7	Top Lift Joint Program	\$ 230.00		\$ -	\$ 205.00		\$ -	\$ 145.00		\$ -	\$ 135.00		\$ -	\$ 205.00		\$ -	\$ 115.00	75	\$ 8,625.00	\$ 90.00		\$ -	\$ -	\$ -	75	\$ 8,625.00	
							222	\$ 45,510.00		0	\$ -		0	\$ -		100	\$ 20,500.00												
8E	Record Information (Optional)		Sub-Totals		0	\$ -		2	\$ 410.00	\$ 145.00	16	\$ 2,320.00	\$ 135.00	40	\$ 5,400.00	\$ 205.00		\$ -			0	\$ -		0	\$ -	\$ -	\$ -	58	\$ 8,130.00
9	Construction Contingency (Optional)	1	Construction Contingency																					\$ 10,000.00			\$ 10,000.00		
							479	\$ 98,195.00		629	\$ 46,545.00		317	\$ 42,795.00		160	\$ 32,800.00												\$ 253,620.00
																												Total Design Services	\$ 212,315.00
																												Design Contingency	\$ 10,000.00
																												Total Construction Services	\$ 253,620.00
																												EDC Contingency	\$ 10,000.00
																												Total Contract	\$ 485,935.00

EXHIBIT "B"

Fee Schedule



CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$230
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$215
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$160
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$145
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$135
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$115
CAD Technician III	\$135
CAD Technician II	\$125
CAD Technician I	\$115
Project Coordinator	\$110
Administrative Assistant	\$90
Construction Project Manager	\$150
Inspector IV	\$130
Inspector III	\$120
Inspector II	\$110
Inspector I	\$95
Field/Lab Technician III	\$115
Field/Lab Technician II	\$100
Field/Lab Technician I	\$90
1 Person Survey Crew	\$160
2 Person Survey Crew	\$205
3 Person Survey Crew	\$270
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 5%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice.
Auto mileage will be charged at the IRS standard rate, currently 57.5 cents per mile.



Exhibit B LABORATORY TESTING SERVICES FEE SCHEDULE

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



Exhibit B LABORATORY TESTING SERVICES FEE SCHEDULE

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



Exhibit B LABORATORY TESTING SERVICES FEE SCHEDULE

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

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

Accredited in all AASHTO equivalent test methods.

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

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

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

CONSULTANT waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are

covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.8

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

RECOMMENDED ACTION

Approve a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2022 Preventive Maintenance project in an amount not-to-exceed \$800,280.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Lumos and Associates, Inc., is for professional design and engineering during construction services for the 2022 Preventive Maintenance project in the amount of \$800,280. The construction project will consist of pavement patching, crack sealing and micro-surfacing of approximately two-hundred (200) lane miles of regional roads within Washoe County, Reno and Sparks. Also included within the scope of work of this PSA, are striping design services for road modifications to provide operational and safety improvements.

Lumos and Associates, Inc., was selected off the pre-qualified list as the consultant for this project due to their experience and performance in providing project scoping, plan development and construction services.

FISCAL IMPACT

Appropriations are included in the FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

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

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Lumos & Associates, Inc. (“CONSULTANT”).

WITNESSETH:

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

WHEREAS, as part of that program, RTC will perform pavement preservation treatments on various local and regional roadways that meet the criteria for Preventive Maintenance (the “Project”); and

WHEREAS, RTC wishes to retain the CONSULTANT to perform those services in connection with the Preventive Maintenance Project for 2022 (the “Project”); and

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral

representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit B. 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) and/or American Concrete Institute (ACI) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a certified NAQTC or ACI (as applicable) tester and stamped, signed and dated by a Professional Engineer licensed in the State of Nevada.

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Task 2.1.A)	\$ 62,270
Total Construction Services (Task 2.1.C to 2.1.H)	\$ 698,010
<u>EDC Contingency (Task 2.1.I)</u>	<u>\$ 40,000</u>
Total Not-to-Exceed Amount	\$ 800,280

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Scott Gibson, P.E. or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT's Project Manager is 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
Scott Gibson, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1874

CONSULTANT: Steven G. Moon, P.E.
Director, Construction Division
Alex Greenblat, P.E.
Lumos Project Manager
Lumos & Associates, Inc.
9222 Prototype Drive
Reno, Nevada, 89521
(775) 827-6111

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

Exhibit A

Scope of Services and Project Team

SAMPLE

EXHIBIT A
SCOPE OF SERVICES
FOR THE
2022 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, field reports in an electronic .pdf on diskette

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.
- Up to ten (10) external storage devices (thumb drives) to be provided with the complete set of slurry, patching, and striping maps.

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 (40) shifts, for a total of 400 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 (50) shifts, for a total of 100 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 (80) shifts, for a total of 1,600 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 (80) shifts, for a total of 800 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 eighteen (18) 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 eighteen (18) 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. Project 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 – John Gomez, P.L.S.

Exhibit B

Compensation and Schedule

SAMPLE

[illegible]

EXHIBIT "B-2"

**RTC OF WASHOE COUNTY
2022 Preventive Maintenance Project**

**JOB NO.: LA20.824
DATE: 9/20/2021**

BUDGET ESTIMATE

TASK	\$240 DIRECTOR	\$185 PROJECT MANAGER	\$185 SURVEY PROJECT MANAGER	\$160 CONSTRUCTION SERVICES ENGINEER	\$135 STAFF SURVEYOR	\$115 ENGINEERING TECHNICIAN 2	\$125 SENIOR INSPECTOR	\$100 FIELD TECH 2	\$95 FIELD TECH 1	\$75 ADMINISTRATOR	TOTAL
2.1.A-2 Investigate Existing Conditions, 2023 P.M.	8.00	110.00	-	-	-	-	320.00	-	-	-	\$ 62,270.00
SUBTOTAL CE											\$ 62,270.00
2.1.E-1 CONSTRUCTION SERVICES (150 Calendar Days)											
2.1.E Administration	10.00	120.00	-	-	-	80.00	-	-	-	80.00	\$ 39,800.00
2.1.F-1 Survey - Data Collection/Layout for 2022 P.M.	10.00	32.00	6.00	-	24.00	380.00	720.00	-	-	-	\$ 146,370.00
2.1.F-2 Survey - Striping Modification and Design											\$ 40,000.00
2.1.G-1 Inspection - Patching (40 W/D's @ 10 hrs/day) ⁽¹⁾	4.00	40.00	-	-	-	10.00	400.00	-	-	-	\$ 59,510.00
2.1.G-2 Inspection - Crack Seal Placement (50 W/D's @ 2hrs/day) ⁽²⁾	4.00	15.00	-	-	-	5.00	100.00	-	-	-	\$ 16,810.00
2.1.G-3 Inspection - Slurry Seal Placement (80 W/D's) ⁽³⁾	4.00	140.00	-	-	-	20.00	1,600.00	-	-	-	\$ 229,160.00
2.1.G-4 Inspection - Striping (80 W/D's) ⁽⁴⁾	4.00	140.00	-	-	-	20.00	800.00	-	-	-	\$ 129,160.00
2.1.H Testing				30.00				80.00			\$ 12,800.00
						Striping Plates	Slurry Agg Testing ⁽⁵⁾	Emulsion Testing ⁽⁵⁾	Marshall AC Testing ⁽⁵⁾	AC Coring ⁽⁵⁾	
Laboratory Testing \$						\$ 1,000.00	\$11,700.00	\$6,300.00	\$4,050.00	\$1,350.00	24,400.00
SUBTOTAL CM											698,010.00
2.1.I Project Contingency											\$ 40,000.00
GRAND TOTAL CE + CM											\$ 800,280.00

⁽¹⁾ Patching Inspection time based on one (1) inspector for 10 hours per day for 40 shifts of patching.

⁽²⁾ Crack Seal Inspection time based on one (1) inspector for 2 hours per day for 50 shifts of crack seal placement.

⁽³⁾ Slurry Inspection time based on two (2) inspectors, 10 hours per day for 80 shifts of Slurry.

⁽⁴⁾ Striping Inspection time based on one (1) inspector for 10 hours per day for 80 shifts of Striping placement.

⁽⁵⁾ See attached B-3 sheet for frequency of testing for asphalt concrete, slurry aggregates and emulsion.

⁽⁶⁾ Anticipated project budget as provided by RTC on July 29, 2021

Slurry Budget: \$ 6,500,000 ⁽⁶⁾
 CM Costs: 10.7%
 Prelim/Design Costs: 1.0%
 11.7%



2022 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
	\$11,700.00

(Total for 18 series)

Emulsion Testing

Test	Unit Cost	# of Tests	Total
Residue Testing (in-house)	\$350.00	18	\$6,300.00
			\$6,300.00

Plantmix Testing

Test	Unit Cost	# of Tests	Total
Plantmix Series	\$675.00	6	\$4,050.00
Coring	\$75.00	18	\$1,350.00
			\$5,400.00

Engineering	Per Hour
Director	\$240
Group Manager	225
Senior Project Manager – Special Projects	225
Project / Senior Project Manager	185/195
Staff / Project / Senior Hydrogeologist	160/170/175
Staff / Project / Senior Engineer	145/155/165
Staff / Project / Senior Structural Engineer	145/155/165
Landscape Designer / Architect / Architect Manager	105/140/150
Staff / Project / Senior Planner	145/155/165
Project Coordinator	140
Project / Senior Project Designer	130/135
Structural / Senior Structural Designer	115/125
Engineering Technician I / II	105/115
Support Technician	85
Construction	Per Hour
Director	\$240
Group Manager	225
Project Manager	185
Geotechnical Engineer	195
Construction Services Supervisor / Engineer	140/160
Geotechnician	135
Inspector / Senior Inspector (includes nuclear gauge)	115/125
Field Technician I / II (includes nuclear gauge)	95/100
Surveying	Per Hour
Director	\$240
Group Manager	225
Project Manager	185
Staff / Project / Senior Surveyor	135/150/160
Project Coordinator	140
Surveying Technician I / II	105/115
Party Chief	150
Chain Person	75
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2021 until further notice.

Testing/Inspection		Per Hour
Director		\$240
Group Manager		225
Geotechnical Engineer		195
Construction Services Engineer		160
Construction Services Supervisor		140
Geotechnician		135
Senior Inspector (includes nuclear gauge)		125
Inspector (includes nuclear gauge)		115
Field Technician II (includes nuclear gauge)		100
Field Technician I (includes nuclear gauge)		95
Administrator		75
Clerical		65

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$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

Soils & Aggregate Testing		Each
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

Moisture Density Testing		Each
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

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	500

Concrete Testing		Each
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

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply.
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

**Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2021 until further notice.**

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees to defend, save and hold harmless and fully indemnify RTC, 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. The CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, upon requests. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6)

system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

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.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.9

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

RECOMMENDED ACTION

Approve a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2022 Corrective Maintenance project in an amount not-to-exceed \$213,820.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Lumos and Associates, Inc., is for professional design and engineering during construction services for the 2022 Corrective Maintenance project in the amount of \$213,820. The corrective maintenance program is intended to cost effectively address roads that are too poor for preventive maintenance, but too good for rehabilitation/reconstruction. Treatments available to the corrective program include pavement patching, crack sealing, chip seals, cape seals, microsurfacing, and mill and overlays. The program will address approximately fifty (50) lane miles of regional roads within Washoe County, Reno and Sparks. Also included within the scope of work of this PSA, are striping design services for road modifications to operational and safety improvements.

Lumos and Associates, Inc., was selected off the pre-qualified list as the consultant for this project due to their experience and performance in providing project scoping, plan development and construction services.

FISCAL IMPACT

Appropriations are included in the FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

June 20, 2019

Approved the Qualified Consultant List for Engineering Design and Construction Management Services

ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Lumos & Associates, Inc. (“CONSULTANT”).

WITNESSETH:

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

WHEREAS, as part of that program, RTC will rehabilitate various local and regional roadways that meet the criteria for Corrective Maintenance (the “Project”); and

WHEREAS, RTC wishes to retain the CONSULTANT to perform those services in connection with the Corrective Maintenance Project for 2022 (the “Project”); and

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or

affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit B. 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) and/or American Concrete Institute (ACI) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a certified NAQTC or ACI (as applicable) tester and stamped, signed and dated by a Professional Engineer licensed in the State of Nevada.

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Task 2.1.A.)	\$75,980
Total Construction Services (Task 2.1.E. through 2.1.H.)	\$117,840
EDC Contingency	\$20,000
Total Not-to-Exceed Amount	\$213,820

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Scott Gibson, P.E. or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT's Project Manager is 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
Scott Gibson, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1874

CONSULTANT: Steven G. Moon, P.E.
Director, Construction Division
Alex Greenblat, P.E.
Lumos Project Manager
Lumos & Associates, Inc.
9222 Prototype Drive
Reno, Nevada, 89521
(775) 827-6111

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

Exhibit A

Scope of Services and Project Team

SAMPLE

EXHIBIT A
SCOPE OF SERVICES
FOR THE
2022 CORRECTIVE MAINTENANCE PROJECT

NON-CONSTRUCTION SERVICES

2.1.A.1 Survey/Data Collection/Layout/Design

Provide an existing conditions study for the proposed roadway sections located in the City of Reno, City of Sparks, and Washoe County. This study shall include:

- Identify locations requiring asphalt patching, milling, etc.
- 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

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 receive surface treatment including treatment limits, patch locations, pavement striping, and locations of existing utility valves and manholes. Electronic copies to be provided.
- Surface treatment 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.
- Up to ten (10) external storage devices (thumb drives) to be provided with the complete set of slurry, patching, and striping maps.

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, field reports in an electronic .pdf on diskette

2.1.G. Inspection

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 (60) shifts, for a total of 600 hours for the asphalt patching operations.

The inspector(s) 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 four (4) samples will be acquired and tested.
- Provide Chip Seal Aggregate testing. Weekly aggregate testing will include: Cleanness Value, Fractured Faces, and Sieve Analysis, including a 200 wash. A total of four (4) 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 four (4) samples for the entire project.
- Provide Chip Seal Emulsion testing. Partial emulsion testing will be completed in-house for Rotational Paddle Viscosity as per the specified test method. Testing frequency shall be four (4) 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. Ten (10) – 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. Thirty (30) – asphalt cores are anticipated. Test reports will also include percent compaction.

2.1.I. Project 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 – John Gomez, P.L.S.

SAMPLE

Exhibit B

Compensation and Schedule

SAMPLE

[illegible]

EXHIBIT "B-2"

**RTC OF WASHOE COUNTY
2022 Corrective Maintenance Project**

**JOB NO.: LA21.734
DATE: 9/20/2021**

BUDGET ESTIMATE

TASK	\$240 DIRECTOR	\$185 PROJECT MANAGER	\$185 SURVEY PROJECT MANAGER	\$160 CONSTRUCTION SERVICES ENGINEER	\$140 PROJECT COORDINATOR	\$130 PROJECT DESIGNER	\$125 SENIOR INSPECTOR	\$100 FIELD TECH 2		\$75 ADMINISTRATOR	TOTAL
2.1.A-1 Survey - Data Collection/Layout	4.00	40.00	8.00	4.00	70.00	140.00	300.00		-	-	\$ 75,980.00
SUBTOTAL CE											\$ 75,980.00
2.1.E-I CONSTRUCTION SERVICES (60 Working Days)											
2.1.E Administration	2.00	48.00		12.00					-	24.00	\$ 13,080.00
2.1.G-1 Inspection - (60 W/D's @ 10 hrs/day)		24.00					600.00		-		\$ 79,440.00
2.1.H Testing				12.00				60.00			\$ 7,920.00
						Chip Agg Testing ⁽²⁾	Slurry Agg Testing ⁽²⁾	Emulsion Testing ⁽²⁾	Marshall AC Testing ⁽²⁾	AC Coring ⁽²⁾	
Laboratory Testing \$						\$2,200.00	\$2,600.00	\$3,600.00	\$6,750.00	\$2,250.00	17,400.00
SUBTOTAL CM											117,840.00
2.1.I Project Contingency											\$ 20,000.00
GRAND TOTAL CE + CM											\$ 213,820.00

⁽¹⁾ See attached B-3 sheet for frequency of testing for asphalt concrete, slurry aggregates and emulsion.

⁽²⁾ Anticipated project budget as provided by RTC on July 29, 2021

Project Budget: \$ 1,500,000 ⁽²⁾
 CM Costs: 7.9% 12.9%
 Prelim/Design Costs: 5.1%



2022 CORRECTIVE 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
	\$2,600.00 (Total for 4 series)

Chip Aggregates

Test	Unit Cost
Cleanness Value	\$250.00
Fractured Faces	\$100.00
Sieve Analysis	\$200.00
	\$550.00
	per aggregate series
	\$2,200.00 (Total for 4 series)

Emulsion Testing

Test	Unit Cost	# of Tests	Total
Residue Testing (in-house)	\$400.00	4	\$1,600.00
Rotational Viscosity (in-house)	\$500.00	4	\$2,000.00
			\$3,600.00

Plantmix Testing

Test	Unit Cost	# of Tests	Total
Plantmix Series	\$675.00	10	\$6,750.00
Coring	\$75.00	30	\$2,250.00
			\$9,000.00

Engineering		Per Hour
Director		\$240
Group Manager		225
Senior Project Manager – Special Projects		225
Project / Senior Project Manager		185/195
Staff / Project / Senior Hydrogeologist		160/170/175
Staff / Project / Senior Engineer		145/155/165
Staff / Project / Senior Structural Engineer		145/155/165
Landscape Designer / Architect / Architect Manager		105/140/150
Staff / Project / Senior Planner		145/155/165
Project Coordinator		140
Project / Senior Project Designer		130/135
Structural / Senior Structural Designer		115/125
Engineering Technician I / II		105/115
Support Technician		85
Construction		Per Hour
Director		\$240
Group Manager		225
Project Manager		185
Geotechnical Engineer		195
Construction Services Supervisor / Engineer		140/160
Geotechnician		135
Inspector / Senior Inspector (includes nuclear gauge)		115/125
Field Technician I / II (includes nuclear gauge)		95/100
Surveying		Per Hour
Director		\$240
Group Manager		225
Project Manager		185
Staff / Project / Senior Surveyor		135/150/160
Project Coordinator		140
Surveying Technician I / II		105/115
Party Chief		150
Chain Person		75
Administrative & Other Services		Per Hour
Administrator		\$75
Clerical		65
30x42 Color / B&W (per copy)		10/5
24x36 Mylar / Color/B&W (per copy)		20/5/3
8.5x11 Color / B&W (per copy)		0.50/0.15
Mileage (per mile)		0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2021 until further notice.

Testing/Inspection		Per Hour
Director		\$240
Group Manager		225
Geotechnical Engineer		195
Construction Services Engineer		160
Construction Services Supervisor		140
Geotechnician		135
Senior Inspector (includes nuclear gauge)		125
Inspector (includes nuclear gauge)		115
Field Technician II (includes nuclear gauge)		100
Field Technician I (includes nuclear gauge)		95
Administrator		75
Clerical		65

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$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

Soils & Aggregate Testing		Each
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

Moisture Density Testing		Each
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

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	500

Concrete Testing		Each
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

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply.
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

**Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2021 until further notice.**

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees to defend, save and hold harmless and fully indemnify RTC, 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. The CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, upon requests. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6)

system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

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.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.10

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

RECOMMENDED ACTION

Approve a contract with Eastern Sierra Engineering P.C., to provide design services and optional engineering during construction for the California Avenue project between Newlands Circle and Arlington Avenue in an amount not-to-exceed \$352,435.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C., is for professional design services for the California Avenue project in the amount of \$166,295 and optional engineering during construction services (EDC) in the amount of \$186,140. The project includes the reconstruction of California Avenue, from Newlands Circle to Arlington Avenue.

Eastern Sierra Engineering, P.C., was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of Eastern Sierra Engineering, P.C.'s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in the FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

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

A. Professional Services Agreement with Exhibits

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Eastern Sierra Engineering, P.C. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Engineering Design and Construction Management shortlist to perform design and optional Engineering During Construction (EDC) in connection with the California Avenue from Newlands Circle to Arlington Avenue project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1. **SCOPE OF SERVICES**

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Design and Bidding Services (Tasks 1 to 6)	\$146,295.00
Design Contingency	\$20,000.00
Optional EDC Services (Tasks 8 to 12)	\$166,140.00
<u>EDC Contingency</u>	<u>\$20,000.00</u>
Total Not-to-Exceed Amount	\$352,435.00

- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional

Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Scott Gibson, P.E. or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT's Project Manager is Shawn Jenkins, P.E. or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Scott Gibson, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335 - 1874

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

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

EASTERN SIERRA ENGINEERING, P.C.

By: _____
Shawn Jenkins, P.E. Principal Engineer

SAMPLE

Exhibit A

Scope of Services and Schedule

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

1. PROJECT MANAGEMENT

Prepare monthly progress reports, invoices, and billing.

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

Other interested parties will include the City of Reno.

Deliverables – Invoicing and progress reports.

2. PUBLIC AND AGENCY INVOLVEMENT

Public Information Meeting

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

Consultant will provide flyers (in English and Spanish) to RTC for distribution. Consultant will provide addressed post cards for the meeting (anticipated to include properties within 500-feet of the project area) to RTC to mail (RTC will pay postage separately). Consultant will perform email of post card notifications as necessary. Additionally, public meetings will be promoted on project website and social media.

The CONSULTANT will provide materials to RTC staff for presentation to the RTC Board and Reno City Council as required.

Deliverables – Meeting materials, power point presentations, which will include project status information and photos.

3. INVESTIGATION OF EXISTING CONDITIONS

The CONSULTANT will obtain traffic data from the RTC planning group and utilize ESAL factors developed by the RTC on previous projects for RTC buses. Utilities within the project area will be located and assessed for possible conflict with the proposed project. Topographic mapping and Boundary will be determined to meet design needs.

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC and City of Reno criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards

3.1 Geotechnical Investigation

CONSULTANT will prepare a traffic control plan and an encroachment permit application will be submitted to the City of Reno for approval.

Field exploration will consist of excavating 4 test pits with a rubber-tired backhoe to maximum depth of 5 feet below the existing ground surface. The test pit will be backfilled immediately after exploration. Backfill will be loosely placed and the area regraded to the extent possible with the equipment on hand.

CONSULTANT's final soil testing program will be developed around the soils encountered during investigation. Anticipated laboratory testing includes: soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), and Resistance Value (ASTM D2844).

Upon completion of field, laboratory and office studies, a geotechnical investigation and pavement design report will be completed and submitted for review. The report will include a pavement design evaluation using both the Regional Transportation Commission of Washoe County Flexible Pavement Design Manual Dated February 2007 and the Structural Design Guide for Flexible Pavement dated October 2019.

Deliverables – Geotechnical Investigation and Pavement Design Report.

3.2 Subsurface Utilities

CONSULTANT will investigate and locate subsurface utilities within the roadway R/W, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove 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 RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

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

3.3 Utility Potholing (This task will only be used at the direction of the RTC project manager)

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

3.4 Topographic Survey

CONSULTANT will obtain cross-sections at critical locations within the length of project. Cross sectional topographical intervals shall be provided at 50' maximum spacing; surveying shall include: grade breaks, curb returns, point of tangents, point of curves, and critical locations identified within the project reconstruction limits. Topographic data shall include but not be limited to: curb and gutter, sidewalk, driveway aprons wings, alley ways, valley gutters, pedestrian ramps, survey roadway monuments, signs, landscape walls, fences, retaining walls, trees, and connectivity of all surface and sub-surface utilities. Any street monuments that will be disturbed during construction will be tied so that they can be replaced after construction activities have been completed

CONSULTANT will provide field topo survey in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb.

Deliverables – Topographic survey in CAD format

3.5 Right of Way Mapping

CONSULTANT will obtain R/W based upon Washoe County GIS information. The record Right of way information will be shown on the project plans. No further resolution of the roadway right of way is included within this task.

Deliverables – Right of Way in CAD format

3.6 Right of Way Engineering Services

It is estimated approximately two (2) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including

preparation of full Metes and Bounds descriptions of 2 individual parcels. This will include Property record research, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and Exhibit maps of individual affected parcels. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

It is estimated approximately thirty (30) parcels will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an encroachment exhibit and vesting deeds for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

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

Deliverables – property boundary for two (2) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Encroachment exhibits and vesting deeds for permissions to construct. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Thirty (30) permission to construct exhibits to also be provided.

4. PRELIMINARY DESIGN

4.1 Preliminary Roadway Design (50% Design)

Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.

CONSULTANT will identify the R/W needed, (if any) and prepare conceptual construction cost estimates for each alternative.

CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Reno staff to discuss the preliminary design layout.

Deliverables – Preliminary (50%) Plans submitted to RTC and City of Reno

5. FINAL DESIGN

5.1 Prepare Final Plans and Specifications

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

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, R/W lines, cross-sections and construction/slope limits. The final plan set is anticipated to include approximately 22-25 sheets and will include approximately the following sheets:

- Cover Sheet
- Notes, Legend and Abbreviations Sheet
- Horizontal Control
- Plan/Profile Sheets (at 1"=20' scale)
- Pedestrian Ramp Grading
- Signing and Striping Plan Sheets (at 1"=20')
- Detail Sheets (scales as noted).

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted."

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

- 50% & 90% Plans – Two 11"x17" set to RTC, six 11"x17" sets to City of Reno, and one 11"x17" set each to utility agencies.
- 90% Specifications – One set each to RTC and City of Reno
- 100% Plans – One 11"x17" each to RTC and City of Reno
- 100% Specifications – One set each to RTC and City of Reno

An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be

performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

Deliverables – Final Plans and Specifications delivered to the RTC, City of Reno and Utilities.

5.2 Final Engineer's Opinion of Probable Construction Costs and Time

Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Deliverables – Opinion of Probably cost and time of construction.

6. BIDDING SERVICES

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

Pre-bid Meeting: CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.

Bid Opening: CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

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

7. DESIGN CONTINGENCY (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 6. 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.

8. CONSTRUCTION CONTRACT ADMINISTRATION (Sole Option and Discretion of RTC)

8.1 Provide contract administration services as follows:

- Prepare conformed plans and specifications
- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

9. CONSTRUCTION SURVEYING (Sole Option and Discretion of RTC)

CONSULTANT shall provide construction surveying for the project to include:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
- Roadway monuments, referenced in four directions.

10. CONSTRUCTION INSPECTION (Sole Option and Discretion of RTC)

CONSULTANT shall provide one full time inspector during all construction activities. 10-hour work days and a 60 working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in

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

CONSULTANT shall provide an additional inspector during paving operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement.

11. MATERIAL TESTING (Sole Option and Discretion of RTC)

Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

12. RECORD INFORMATION (Sole Option and Discretion of RTC)

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

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

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

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

13. CONSTRUCTION CONTINGENCY (Sole Option and Discretion of RTC)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 8 through 12. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

SAMPLE

Exhibit A - Project Schedule

Project Schedule California Ave. from Newlands Cr. to Arlington Ave.			
Milestone	Begin	End	Duration
RTC Board Approval	10/15/2021		
NTP	10/18/2021		
Preliminary Design	10/18/2021	3/4/2022	20 weeks
Preliminary Design Submittal - 50%	3/4/2022		
Submit R/W Summary Spreadsheet	3/4/2022		
Agency Review	3/7/2022	4/1/2022	4 weeks
Final Design - 90%	4/4/2022	7/8/2022	14 weeks
Submit R/W Exhibits, Legal Description and Title Reports *	4/1/2022		6-9 months
Final Design Submittal - 90%	7/8/2022		
Agency Review	7/11/2022	7/22/2022	2 weeks
Final Plans - 100%	7/25/2021	9/16/2022	8 weeks
Final Plans Submittal - 100%	9/16/2022		
Advertise	10/14/2022	11/11/2022	4 weeks
Open Bids	11/16/2022		
Construction NTP	3/6/2023		
Construction Complete	5/26/2023		60 WD

* - Right-of-way acquisition to be completed by RTC

Exhibit B

Cost Proposal, Fee Schedule, and Project Team

SAMPLE

Exhibit B - Cost Proposal for the
California Ave. from Newlands Cr.
to Arlington Ave. Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Expenses	Sub-consultant
Task 1 - Project Management								
Monthly Progress reports, invoices and billings		80			20			
Task 1 Hours Subtotal		80	0	0	20	0		
Task 1 Labor Costs		\$10,400.00	\$ -	\$ -	\$ 2,000.00	\$ -		
Task 1 Non Labor Costs							\$ -	\$ -
Task 1 Non Labor Markup (5%)								\$ -
Task 1 Total	\$ 12,400.00							
Task 2 Public and Agency Involvement								
Two Public Information meetings		16		16				
Task 2 Hours Subtotal		16	0	16	0	0		
Task 2 Labor Costs		\$ 2,080.00	\$ -	\$ 1,920.00	\$ -	\$ -		
Task 2 Non Labor Costs							\$ -	\$ -
Task 2 Non Labor Markup (5%)								\$ -
Task 2 Total	\$ 4,000.00							
Task 3 Investigation of Existing Conditions								
3.1 Geotechnical Investigation								
Traffic control Plan and permit								
Field Exploration (4 test pits) (Sierra Nevada Construction)						12	\$ 4,000.00	\$ 7,200.00
Pavement Design			12					
Report			12			20		
3.2 Subsurface Utilities			8		12			
3.3 Utility Potholing								
3.4 Topographic Survey (Battle Born Ventures)								\$16,000.00
3.5 Right of Way Mapping (Battle Born Ventures)								\$ 2,500.00
3.6 Right of Way Engineering Services								
Two (2) Permanent and/or temporary easements (Battle Born Ventures)		4						\$ 7,000.00
Thirty (30) Permissions to Construct (ESE)		4	20	30				
Task 3 Hours Subtotal		8	52	30	12	32		
Task 3 Labor Costs		\$ 1,040.00	\$ 7,280.00	\$ 3,600.00	\$ 1,200.00	\$ 3,200.00		\$ -
Task 3 Non Labor Costs							\$ 4,000.00	\$32,700.00
Task 3 Non Labor Markup (5%)								\$ 1,635.00
Task 3 Total	\$ 54,655.00							
Task 4 Preliminary Design								
4.1 Preliminary Roadway Design (50% Design)		20	60	100	120			
Task 4 Hours Subtotal		20	60	100	120	0		
Task 4 Labor Costs		\$ 2,600.00	\$ 8,400.00	\$12,000.00	\$12,000.00	\$ -		
Task 4 Non Labor Costs							\$ -	\$ -
Task 4 Non Labor Markup (5%)								\$ -
Task 4 Total	\$ 35,000.00							
Task 5 Final Design								
5.1 Prepare Final Plans and Specifications		20	60	100	120			
5.2 Engineers Opinion of Probable Construction Cost and Time		8		8				
Task 5 Hours Subtotal		28	60	108	120	0		
Task 5 Labor Costs		\$ 3,640.00	\$ 8,400.00	\$12,960.00	\$12,000.00	\$ -		
Task 5 Non Labor Costs							\$ -	\$ -
Task 5 Non Labor Markup (5%)								\$ -
Task 5 Total	\$ 37,000.00							

Exhibit B - Cost Proposal for the
California Ave. from Newlands Cr.
to Arlington Ave. Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Expenses	Sub- consultant
Task 6 Bidding Services								
Prebid meeting, bid opening and bid review		12	12					
Task 6 Hours Subtotal		12	12	0	0	0		
Task 6 Labor Costs		\$ 1,560.00	\$ 1,680.00	\$ -	\$ -	\$ -		
Task 6 Non Labor Costs								
Task 6 Non Labor Markup (5%)								\$ -
Task 6 Total	\$ 3,240.00							
Task 7 Design Contingency								
Design Contingency	\$ 20,000.00							
Total Task 7	\$ 20,000.00							
Total Design Services Design Through Bidding (Tasks 1 -6)	\$ 146,295.00							
Total Design Contingency (Task 7)	\$ 20,000.00							
Task 8 Construction Contract Administration (Optional)								
Contract Administration (60 Working Days)		120			40			
Task 8 Hours Subtotal		120	0	0	40	0		
Task 8 Labor Costs		\$15,600.00	\$ -	\$ -	\$ 4,000.00	\$ -		
Task 8 Non Labor Costs								
Task 8 Non Labor Markup (5%)								\$ -
Task 8 Total	\$ 19,600.00							
Task 9 Construction Surveying (Optional)								
Set Centerline and offsets (Battle Born Ventures)								\$30,000.00
Admin		8	12					
Task 9 Hours Subtotal		8	12	0	0	0		
Task 9 Labor Costs		\$ 1,040.00	\$ 1,680.00	\$ -	\$ -	\$ -		
Task 9 Non Labor Costs								\$30,000.00
Task 9 Non Labor Markup (5%)								\$ 1,500.00
Task 9 Total	\$ 34,220.00							
Task 10 Construction Inspection (Optional)								
Full time inspector (assume 60 working days)						660		
Additional inspector as needed						100		
Task 10 Hours Subtotal		0	0	0	0	760		
Task 10 Labor Costs		\$ -	\$ -	\$ -	\$ -	\$76,000.00		
Task 10 Non Labor Costs								\$ -
Task 10 Non Labor Markup (5%)								\$ -
Task 10 Total	\$ 76,000.00							
Task 11 Material Testing (Optional)								
Material Testing per Orange Book		20				80	\$20,000.00	
Task 11 Hours Subtotal		20	0	0	0	80		
Task 11 Labor Costs		\$ 2,600.00	\$ -	\$ -	\$ -	\$ 8,000.00		
Task 11 Non Labor Costs							\$20,000.00	\$ -
Task 11 Non Labor Markup (5%)								\$ -
Task 11 Total	\$ 30,600.00							

Exhibit B - Cost Proposal for the
California Ave. from Newlands Cr.
to Arlington Ave. Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Expenses	Sub- consultant
Task 12 Record Information (Optional)								
Provide as-built drawings		8	12			30		
Task 12 Hours Subtotal		8	12	0	0	30		
Task 12 Labor Costs		\$ 1,040.00	\$ 1,680.00	\$ -	\$ -	\$ 3,000.00		
Task 12 Non Labor Costs								\$ -
Task 12 Non Labor Markup (5%)								\$ -
Task 12 Total	\$ 5,720.00							
Task 13 Construction Contingency (Optional)								
Construction Contingency	\$ 20,000.00							
Total Task 13	\$ 20,000.00							
Sierra Nevada Construction - Sub for geotechnical test pits								\$ 7,200.00
Battle Born Ventures - Sub for design and construction survey and right of way engineering								\$55,500.00
Total Construction Services (Tasks 8 -12) (Optional)	\$ 166,140.00							
Total Construction Contingency (Task 13) (Optional)	\$ 20,000.00							
Total Not-to-Exceed Amount	\$ 352,435.00							

EXHIBIT B - FEE SCHEDULE

I. Personnel

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

A. Professional Services

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

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$120.00/hour
Technician/Inspector (Prevailing Wage)	\$100.00/hour
Senior Technician/Inspector (Regular Wage)	\$100.00/hour
Technician/Inspector (Regular Wage)	\$90.00/hour

II. Laboratory Testing

Tests

Unit Price/Test

Index Tests

Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00

Particle Size Analysis

Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$250.00

Specific Gravity

Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00

Moisture-Density Relations

Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$180.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00

Aggregate Testing

Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
Sodium Soundness of Aggregates (ASTM C88)	\$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	\$130.00
Durability Index, coarse and fine	\$250.00
Cleanness	\$140.00
Fine Aggregate Angularity	\$100.00

Other Testing

R-Value Untreated Field Sample (ASTM D2844)	\$250.00
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Concrete Testing

Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Concrete Trial Batch	\$550.00

Asphalt Concrete Testing

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

Exhibit B – Project Team

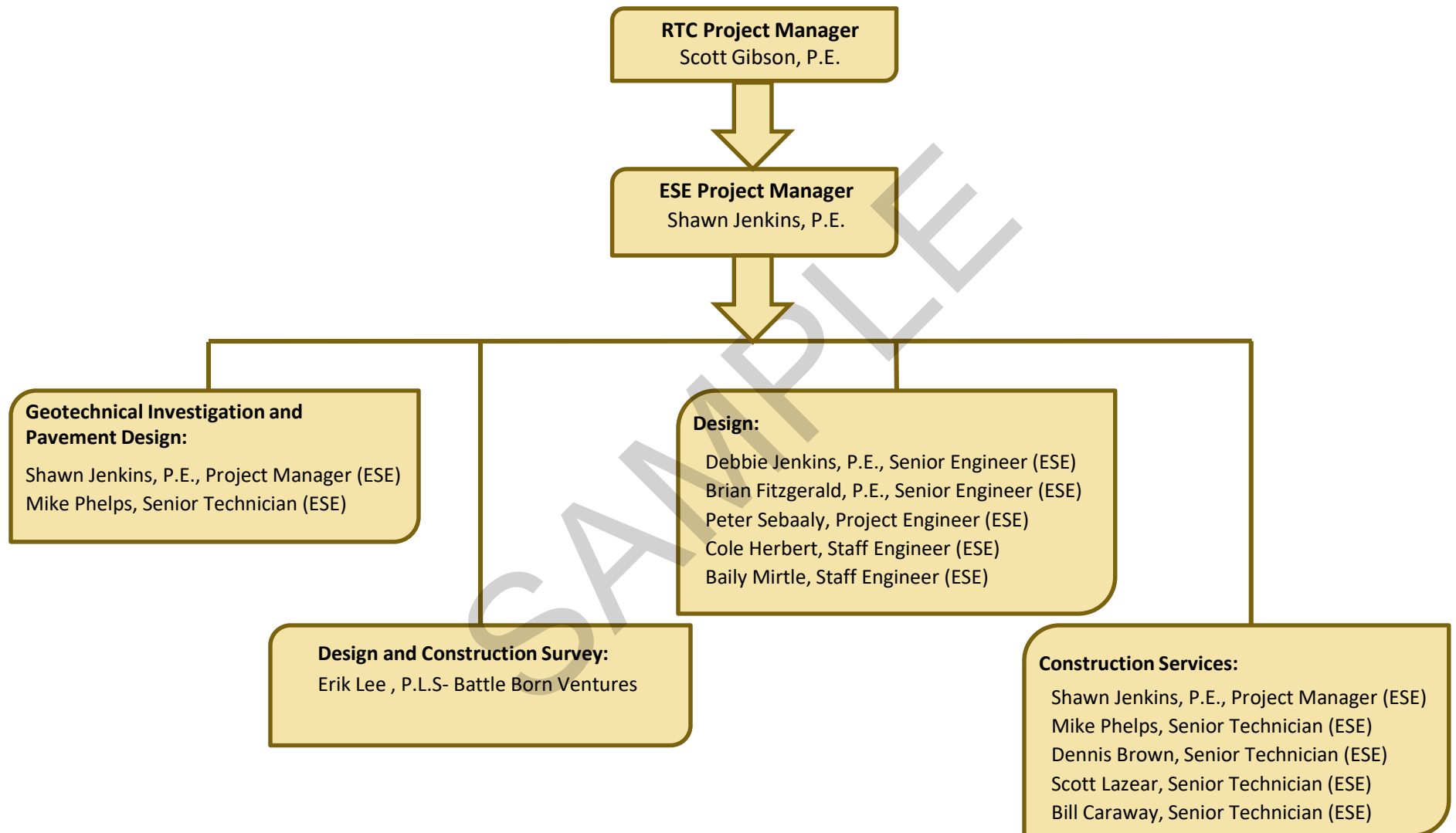


Exhibit C

Indemnification and Insurance Requirements

SAMPLE

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

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

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.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.11

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

RECOMMENDED ACTION

Approve a contract with Westwood Professional Services, Inc., to provide design services and optional engineering during construction for the Traffic Signal Modification 22-01 project in an amount not-to-exceed \$276,984.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Westwood Professional Services, Inc., is for professional design and traffic engineering services for the Traffic Signal Modification 22-01 project in the amount of \$189,484, and optional engineering during construction services (EDC) in the amount of \$87,500. The project includes modifications to four signalized intersections in Reno and Sparks and one intersection control evaluation:

- Los Altos Parkway & Galleria Drive
- El Rancho Drive & G Street
- Galletti Way & Battle Born Way
- Clear Acre Lane & McCarran Boulevard
- Intersection Control Evaluation – La Posada Drive and Cordoba Boulevard

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

FISCAL IMPACT

Appropriations are included in the FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

April 19, 2019	Approved the Qualified Consultant List of Consultants for Traffic Engineering Program
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ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Westwood Professional Services, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Westwood Professional Services from the Traffic Engineering shortlist to perform Engineering and Construction Services in connection with the Traffic Signal Modifications 22-01 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, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1. **SCOPE OF SERVICES**
The scope of services consist of the tasks set forth in Exhibit A.

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

Any sampling and materials testing shall be performed by an approved testing laboratory accredited by AASHTO or other ASTM recognized accrediting organization in the applicable test methods. If any geotechnical or materials testing is performed by a sub-

consultant, that laboratory shall maintain the required certification. Proof of certification shall be provided to RTC with this Agreement. If certification expires or is removed during the term of this Agreement, CONSULTANT shall notify RTC immediately, and propose a remedy. If an acceptable remedy cannot be agreed upon by both parties, RTC may terminate this Agreement for default.

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 1 to 5)	\$174,484.00
Optional Construction Services (Task 7)	\$75,000.00
Optional Record Information (Task 8)	\$2,500.00
Design Contingency (Task 6)	\$15,000.00
<u>Construction Contingency (Task 9)</u>	<u>\$10,000.00</u>
Total Not-to-Exceed Amount	\$276,984.00

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

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

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Randy Carroll, PE, PTOE
Director, Transportation Services
Westwood Professional Services, Inc.
5725 W. Badura Avenue, Suite 100
Las Vegas, Nevada 89118
702-284-5300

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

WESTWOOD PROFESSIONAL SERVICES

By: _____
Jerry Slater, Vice President

EXHIBIT A
SCOPE OF SERVICES

TRAFFIC SIGNAL MODIFICATIONS 22-01

This scope of services includes design and construction administration services for various intersection improvements. These improvements include:

1. Extend the westbound to southbound left turn pocket at the Los Altos Parkway and Galleria Parkway intersection in Sparks, NV. This improvement includes modification to existing and installation of new pavement, hard curb median, median landscape, signing, and pavement markings. Modifications to infrastructure and equipment at the intersection are excluded.
2. Remove split traffic signal phasing and upgrade pedestrian ramps and traffic signal equipment for ADA compliance at the El Rancho Drive and G Street intersection in Sparks, NV. These improvements include the removal, modification and/or installation of new pavement markings and signs on the eastbound and westbound approaches to the intersection, modification to existing or installation of new traffic signal equipment and pedestrian ramps. Right-of-way mapping will be completed at the intersection.
3. Remove split traffic signal phasing and upgrade pedestrian ramps and traffic signal equipment for ADA compliance at the Clear Acre Lane (State Route 443) and McCarran Boulevard (State Route 659) intersection in Reno, NV. These improvements include the removal, modification and/or installation of new pavement markings and signs on the northbound and southbound approaches to the intersection, modification to existing or installation of new traffic signal equipment and pedestrian ramps. Survey and right of way mapping provided by RTC from project WA-2021-111 will be utilized for design of improvements at this intersection.
4. Install a new traffic signal controller cabinet on existing foundation and inductive loop vehicle detection on all approaches, upgrade pedestrian ramps and traffic signal equipment in the northeast and southeast quadrants for ADA compliance, and a new eastbound far side bus stop pad and connecting sidewalk at the Galletti Way and Battle Born Way intersection in Sparks, NV. These improvements include the removal, modification and/or installation of new signs, installation of new sidewalk and bus pad, and modification to existing or installation of new traffic signal equipment and pedestrian ramps. Right-of-way mapping will be completed at the intersection.

This scope of services also includes the following traffic engineering evaluations:

5. Prepare an Intersection Control Evaluations (ICE) and summary report for the intersection of La Posada Drive and Cordoba Boulevard in Sparks, NV. This work includes collection of traffic data and manipulation and evaluation of the data for various control scenarios including stop control, signalized control and roundabout.
6. Prepare a limited traffic operations analysis and summary memorandum to determine desired turn pocket length at the Los Altos Parkway and Galleria Parkway intersection in Sparks, NV. This work includes collection of traffic data and manipulation and evaluation of the data using various methods.
7. Prepare a limited traffic operations analysis and summary memorandum to determine desired turn pocket length at the El Rancho Drive and G Street intersection in Sparks, NV. This work includes collection of traffic data and manipulation and evaluation of the data using various methods.

1.0 PROJECT MANAGEMENT

1. General Project Management

CONSULTANT will conduct project management functions to progress the project in a timely and orderly manner. These functions include coordination with internal consultant staff, RTC and other participating agencies, as well as monthly accounting and invoicing.

2. Project Meetings

- a. CONSULTANT will notice (via email) and conduct one (1) project kick-off meeting with the RTC and participating agencies. It is anticipated that meetings will be held virtually.
- b. CONSULTANT will notice (via email) and conduct up to two (2) general project meetings with the RTC and participating agencies. It is anticipated that meetings will be held virtually.
- c. CONSULTANT will conduct one (1) encroachment permit meeting with RTC and NDOT in advance of the encroachment permit submittal. The encroachment permit meeting may be held virtually or in person at the NDOT District 2 office.

Deliverables: An electronic version of the meeting minutes in PDF format.

3. Public Outreach

Public Outreach is excluded and can be provided as an additional service under design contingency if authorized by the RTC.

2.0 INVESTIGATION OF EXISTING CONDITIONS

1. Investigate Existing Conditions and Conduct Field Inventory

- a. CONSULTANT will conduct a field review to verify observable conditions within the project area.
- b. CONSULTANT will obtain and review available as-built plans from NDOT, City of Reno, City of Sparks, and/or RTC for existing traffic signal systems or other related infrastructure improvement projects under design within the project area. NDOT as-built plans will be used, if necessary, to establish a centerline and right-of-way on the encroachment permit plan set.
- c. CONSULTANT will evaluate existing traffic signal equipment and pedestrian ramps for ADA compliance at the following intersections:
 - 1) El Rancho Drive and G Street (Sparks, NV) – All Quadrants
 - 2) Galletti Way and Battle Born Way (Sparks, NV) – Northeast and Southeast Quadrants
 - 3) Clear Acre Lane (SR 443) and McCarran Boulevard (SR 659) (Reno, NV) – Northeast Quadrant

2. Utility Investigation/Depiction

- a. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway R/W, and areas reasonably effected, that are anticipated to be impacted by project improvements 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 that are anticipated to be impacted by project improvements and document depth of utility device, or invert of pipe, within such surface features.
- b. Utility Coordination: Based on the utility investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the applicable plan sheets.

- c. Utility Pothole Exploration: Utility potholing is excluded and can be provided as an additional service under design contingency if authorized by the RTC.

Deliverables: Utility conflict schedule identifying impacted utility surface features by Owner, type, and location.

3. Right of Way Mapping

- a. CONSULTANT will coordinate with RTC to obtain right of way and parcel boundary linework from Washoe County GIS. The right of way and parcel boundary GIS linework will be incorporated into the project improvement plans without verification to generally illustrate their location in project areas where impacts to right of way are not anticipated and right of way mapping is not included.
- b. CONSULTANT will engage a subconsultant to perform right of way mapping and research at the following locations:
 - 1) El Rancho Drive and G Street (Sparks, NV) – All intersection Quadrants and up to 50-feet beyond the curb return on each quadrant approach
 - 2) Galletti Way and Battle Born Way (Sparks, NV) – Northeast and Southeast Quadrants and up to 50-feet beyond the curb returns on each quadrant approach
- c. RTC provided right of way mapping information from project WA-2021-11 for use at the Clear Acre Lane and McCarran Boulevard intersection. CONSULTANT will utilize this data as-is without additional verification.
- d. Up to four (4) title reports and four (4) legal descriptions with exhibits are included in this scope. Additional title reports and legal descriptions and exhibits are excluded and can be provided as an additional service under design contingency if authorized by the RTC.

4. Topographic Survey

- a. CONSULTANT will engage a subconsultant to perform conventional field survey and obtain rectified aerial photography at the following locations:
 - 1) Los Altos Parkway and Galleria Parkway (Sparks, NV)
 - 2) El Rancho Drive and G Street (Sparks, NV)
 - 3) Galletti Way and Battle Born Way (Sparks, NV)

- b. RTC provided survey information from project WA-2021-11 for use at the Clear Acre Lane and McCarran Boulevard intersection. CONSULTANT will utilize this data as-is without additional verification.

5. Traffic Data Collection

- a. Intersection Control Evaluation: CONSULTANT will engage a subconsultant to collect the following data at the La Posada Drive and Cordoba Boulevard intersection in Sparks, NV for use in the evaluation:
 - 1) Intersection Approach Data – Vehicle volume, speed and classification data will be collected on each intersection approach for seven consecutive days.
 - 2) Intersection Data – Vehicle, pedestrian and bicycle turning movement data will be collected via video camera for up to 12 hours per day for three consecutive days (Tuesday, Wednesday and Thursday) between the hours of 6:00AM and 6:00PM during the seven-day count period identified in Section 5.a.1. Up to six hours of the 12 hours of data collected per day, corresponding to the AM, Mid-Day and PM peak periods, will be reduced and analyzed as described in Section 3.1.

Traffic data will not be collected on holiday weekends, during abnormal weather conditions, or periods of adjacent construction.

3.0 **TRAFFIC ENGINEERING EVALUATIONS**

1. Intersection Control Evaluation – La Posada Drive and Cordoba Boulevard

- a. Intersection Conditions Assessment: A visual assessment of existing intersection conditions will be conducted to identify existing control and general operating conditions.
- b. Traffic Volume Projections: Historic traffic count data from NDOT in the vicinity of the subject intersection will be used to estimate an average annual growth rate that will be applied to the data collected in Section 2.5.a to generate a 5-year and 10-year intersection volume projections for use in the control evaluation.
- c. Travel Demand Model Review: The RTC will provide Travel Demand Model base year and future year projections on the La Posada Drive and Cordoba Boulevard corridors, including model alternatives with the La Posada Drive connection to I-80. Annualized growth rates between the model year projections provided by RTC will be calculated for each corridor and compared to the growth rate calculated from

historic NDOT count data. The increase in traffic on La Posada Drive at Cordoba Boulevard associated with the I-80 connection will also be estimated. This data will be reviewed with the RTC and City of Sparks.

- d. **Crash Data Evaluation:** Crash data for the most recent five-year period will be requested from NDOT and the City of Sparks. Data will be requested at the intersection and for a maximum distance of 300-feet from the intersection. The data will be reviewed, and general trends will be identified. A detailed evaluation of the data, along with the development or evaluation of crash mitigation measure and reduction factors is excluded.
- e. **Control Evaluation:** The year 2021 existing traffic volumes and future 5-year and 10-year projected intersection volumes will be analyzed to determine operational metrics such as intersection control delay, level of service and queueing for various control scenarios including two-way stop control, all-way stop control, signalized control, and a roundabout. The intersection volume data will also be analyzed using the Multi-Way Stop Warrants and the Signal Warrants specified in the MUTCD. A sensitivity analysis will be completed using the 10-year projection and the growth rates estimated from the Travel Demand Model to estimate failure horizon of the roundabout and signalized control types.
- f. **Roundabout Concept Plan and Estimate:** Prepare a concept level plan for a roundabout with up to two circulating lanes using aerial photography, right of way and parcel boundary linework from Washoe County GIS. The right of way and parcel boundary GIS linework will be incorporated into the concept level plan without verification to generally illustrate their location at the intersection. A conceptual cost estimate will be prepared based on the concept level roundabout plan. This estimate will not include detailed quantity calculations and will only focus on major cost elements.
- g. **Intersection Constraints:** A high-level summary of intersection constraints will be prepared. This summary will include anticipated right-of-way constraints, utility impacts or other geometric considerations to implementation of future intersection control improvements. This summary will be based upon above ground observations and will not include review of utility or other as-built plans.
- h. **Summary Report:** A report will be prepared summarizing the data collected, the evaluation methodology, the results of the evaluation, concept plan and general recommendations.

Deliverables: An electronic version of the summary report in PDF format and 22"x34" . roundabout concept plan exhibits in PDF format.

4.0 FINAL DESIGN

1. Right-of-Way Review

CONSULTANT will review the preliminary plan layout and identify areas, if any, that could require right-of-way acquisition. These areas will be reviewed with the RTC to determine if changes in the Scope of Services are necessary to eliminate the need for right of way acquisition or if additional services are needed to further define the existing right of way.

2. Final Plans and Specifications

- a. Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement in accordance with RTC standards and requirements. RTC will provide the boilerplate via file share or email in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets (scalable to 11"x17") and will show all relevant elements of the project construction. The final plan set will include:

- Cover Sheet
- Abbreviation, Symbols and General Notes Sheets
- Plan/Grading Detail Sheets (at 1"=20' scale)
- Removal/Demolition Plan Sheets (at 1"=20' scale)
- Intersection and Signal Layout (including signal schedules and phase diagrams as appropriate) Plan Sheets (at 1"=20' scale)
- Striping Plan Sheets (at 1"=20')
- Detail Sheets (scales as noted).

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if conflicts are anticipated due to vertical clearances. All located, existing underground utilities shown on the Plan Sheets will be accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted.

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and

sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entity, and other affected parties for review at the 50% and 90% stage of completion and at 100% (Final) stage for bid per the following:

- 50% and 90% Plans – One 11"x17" set to RTC, six 11"x17" sets to Local Entities, and one 11"x17" set each to utility agency.
 - 90% Specifications – One set each to RTC and Local Entities.
 - 100% (Final) for Bid Plans – One 11"x17" each to RTC and Local Entity.
 - 100% (Final) for Bid Specifications – One set each to RTC and Local Entity.
- b. Quality Control: A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
- d. Final Sealed Construction Plan Set Submittal: CONSULTANT will submit final sealed plans to the RTC and Local Entities as follows:
- RTC: An electronic copy of the Title Sheet in PDF format
 - RTC and Local Entities: Two (2) 11"x17" bond plan set
 - RTC and Local Entities: An electronic copy of the final plans in PDF format and Civil3D drawing files
- e. Final Specification Document Submittal: CONSULTANT will submit final technical specifications to the RTC and Local Entities as follows:
- RTC and Local Entities: One (1) hard copy and an electronic copy in MS Word format

Deliverables: Hard and electronic copies of the plans and technical specifications as outlined in Section 5.1.

Engineer's Opinion of Probable Construction Costs and Time

CONSULTANT will prepare the Engineer's opinion of probable construction costs for the project based on the final design and any approved alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Deliverables: An electronic copy in MS Word and/or PDF format to the RTC.

4. Nevada Department of Transportation Encroachment Permit:

CONSULTANT will prepare and process an encroachment permit package, including color-coded plans, through the Nevada Department of Transportation for the portions of the project at the Clear Acre Lane (State Route 443) and McCarran Boulevard (State Route 659) intersection. The RTC and the City of Reno will be the co-applicants on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit. CONSULTANT will prepare plan revisions and resubmit permit documents to address NDOT comments.

Deliverables: Encroachment permit package.

5.0 BIDDING SERVICES

1. Plan Set and Specification Distribution

CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.

2. Pre-bid Meeting

CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.

3. Bid Opening

CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

6.0 DESIGN CONTINGENCY

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

7.0 OPTIONAL CONSTRUCTION SERVICES (Sole Option and Discretion of RTC)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. If the services are authorized, CONSULTANT will engage subconsultants to assist with the services.

1. Contract Administration (Optional)

Upon receiving authorization from the RTC, the CONSULTANT will engage a subconsultant to assist in providing contract administration services as follows:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor traffic control plans
- Review contractor submittals for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor construction schedule and work progress
- Review construction for acceptance and/or mitigation based on conformance to the contract documents
- Review contractor monthly pay request and provide recommendations
- Supervise the inspection, surveying and material testing activities of CONSULTANT
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

CONSULTANT shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall CONSULTANT have any authority or responsibility to stop or direct the work of any contractor

2. Construction Surveying (Optional)

Upon receiving authorization from the RTC, the CONSULTANT will engage a subconsultant to perform construction surveying services which may include the following:

- Meetings - Attend the preconstruction conference and construction meetings
- Verification Staking – Provide grade, utility and final staking as necessary for improvements
- Post Construction Verification Survey – Provide post construction surveying as required for new installations

3. Inspection (Optional)

Upon receiving authorization from the RTC, the CONSULTANT will engage a subconsultant to perform inspection services. CONSULTANT will provide one part-time inspector for up to four (4) hours per day for no more than forty-five (45) days.

- Attend the preconstruction conference
- Coordinate material testing and construction survey
- Observe the work performed by the Contractor and document if that work is in substantial compliance 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 copied to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in reviewing contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field set of drawings to incorporate contractor record drawing mark-ups

4. Materials Testing (Optional)

Upon receiving authorization from the RTC, the CONSULTANT will engage a subconsultant to perform materials testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC.

8.0 RECORD INFORMATION (Sole Option and Discretion of RTC)

The RTC and CONSULTANT shall review the need for Record Information following the completion of construction to determine their appropriateness to the project. Upon receiving authorization from the RTC, the CONSULTANT will prepare as-built record drawings for the completed project in PDF format (22" x 34" at 300 dpi) provided electronically via file sharing or email to the RTC. The PDF file shall include all plan sheets in one file with index/bookmarks for each section and the drawings will be identified, dated and signed as the record drawings for the Project. The as-built record drawings will be based upon the CONSULTANT'S knowledge of the changes in the Project during construction and review of the contractor's final record documents.

9.0 CONSTRUCTION CONTINGENCY (Sole Option and Discretion of RTC)

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

SAMPLE

Exhibit B - FEE AND SCHEDULE OF SERVICES

TASK	DESCRIPTION								Hours Subtotal	Sub-Consultant	Direct Expenses	Lump Sum Task Amounts
		Project Director	Project Manager	Project Engineer	Designer	Graduate Engineer	Technician	Admin				
		\$245	\$200	\$178	\$145	\$135	\$115	\$65				
1.0	PROJECT MANAGEMENT											
1	General Project Management	4	24					12	40	\$0.00	\$2,500.00	\$9,060.00
2	Project Meetings	8	12			6			26	\$0.00	\$0.00	\$5,170.00
	Subtotal Hours	12	36	0	0	6	0	12	66			
	Subtotal Fee	\$2,940.00	\$7,200.00	\$0.00	\$0.00	\$810.00	\$0.00	\$780.00		\$0.00	\$2,500.00	\$14,230.00
2.0	INVESTIGATION OF EXISTING CONDITIONS											
1	Investigations/Field Inventory		14	16					30	\$0.00	\$0.00	\$5,648.00
2	Utility Investigation/Depiction		5	3	2	20			30	\$2,000.00	\$0.00	\$6,524.00
3	Right of Way Mapping		1	2	3				6	\$8,425.00	\$0.00	\$9,416.00
4	Topographic Survey		5		16				21	\$14,500.00	\$0.00	\$17,820.00
5	Traffic Data Collection			4		4			8	\$10,000.00	\$0.00	\$11,252.00
	Subtotal Hours	0	25	25	21	24	0	0	95			
	Subtotal Fee	\$0.00	\$5,000.00	\$4,450.00	\$3,045.00	\$3,240.00	\$0.00	\$0.00		\$34,925.00	\$0.00	\$50,660.00
3.0	TRAFFIC ENGINEERING EVALUATIONS											
1	Intersection Control Evaluation	1	15	42		70			128	\$0.00	\$0.00	\$20,171.00
	Subtotal Hours	1	15	42	0	70	0	0	128			
	Subtotal Fee	\$245.00	\$3,000.00	\$7,476.00	\$0.00	\$9,450.00	\$0.00	\$0.00		\$0.00	\$0.00	\$20,171.00
4.0	FINAL DESIGN											
1	Preliminary Plan Set Layout		2		24				26	\$0.00	\$0.00	\$3,880.00
2	Right of Way Review	1	2	2					5	\$0.00	\$0.00	\$1,001.00
3	50% Design Submittal	4	53	58	74	38	8		235	\$0.00	\$0.00	\$38,684.00
3	90% Design Submittal	4	30	34	44	22	4		138	\$0.00	\$0.00	\$22,842.00
3	100% (Final) For Bid Submittal	4	15	14	24	1	2		60	\$0.00	\$0.00	\$10,317.00
4	Final Opinion of Cost and Time	1	2	2	4	4			13	\$0.00	\$0.00	\$2,121.00
5	NDOT Encroachment Permit		4	4	24				32	\$0.00	\$150.00	\$5,142.00
	Subtotal Hours	14	108	114	194	65	14	0	509			
	Subtotal Fee	\$3,430.00	\$21,600.00	\$20,292.00	\$28,130.00	\$8,775.00	\$1,610.00	\$0.00		\$0.00	\$150.00	\$83,987.00
5.0	BIDDING SERVICES											
1	Distribution		2					2	4	\$0.00	\$0.00	\$530.00
2	Pre-Bid Meeting/Bid Support		6	6		4	2		18	\$0.00	\$0.00	\$3,038.00
3	Bid Opening/Tabulation		4	6					10	\$0.00	\$0.00	\$1,868.00
	Subtotal Hours	0	12	12	0	4	2	2	32			
	Subtotal Fee	\$0.00	\$2,400.00	\$2,136.00	\$0.00	\$540.00	\$230.00	\$130.00		\$0.00	\$0.00	\$5,436.00
6	DESIGN CONTINGENCY											\$15,000.00
7	OPTIONAL CONSTRUCTION SERVICES											\$75,000.00
8	RECORD INFORMATION											\$2,500.00
9	CONSTRUCTION CONTINGENCY											\$10,000.00
	Total Basic Services Hours	27	196	193	215	169	16	14	830			

Exhibit "B"

TASK	DESCRIPTION								Hours Subtotal	Sub- Consultant	Direct Expenses	Lump Sum Task Amounts
		Project Director	Project Manager	Project Engineer	Designer	Graduate Engineer	Technician	Admin				
	Total Basic Services Fee	\$6,615.00	\$48,020.00	\$47,285.00	\$52,675.00	\$41,405.00	\$3,920.00	\$3,430.00		\$34,925.00	\$2,650.00	\$276,984.00

SAMPLE

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

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, 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 Indemnatee 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 CONSULTANT's broker, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, upon request. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice

of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to 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, except cyber and professional liability, do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.12

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

RECOMMENDED ACTION

Approve a contract with Eastern Sierra Engineering, P.C., to provide design services and optional engineering during construction for the 4th Street Reconstruction project in an amount not-to-exceed \$512,535.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C., is for professional design services for the 4th Street Reconstruction project in the amount of \$224,260, and optional engineering during construction services (EDC) in the amount of \$288,275. The project includes reconstruction of 4th Street from Greenbrae Drive to Gault Way.

Eastern Sierra Engineering, P.C., was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of Eastern Sierra Engineering, P.C.'s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

June 20, 2019

Approved the Qualified Consultant List for Engineering Design and Construction Management Services

ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of October 18, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Eastern Sierra Engineering, P.C. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the RTC Design and Construction shortlist to perform design, engineering, and engineering during construction services in connection with 4th Street Reconstruction Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 1 to 6)	\$214,260
Design Contingency (Task 7)	\$10,000
Optional EDC Services (Tasks 8 to 12)	\$268,275
<u>Optional EDC Contingency (Task 13)</u>	<u>\$20,000</u>
Total Not-to-Exceed Amount	\$512,535

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Judy Tortelli, P.E., or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT's Project Manager is Shawn Jenkins, P.E. or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Judy Tortelli, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1824

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

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

EASTERN SIERRA ENGINEERING, P.C.

By: _____
Shawn Jenkins, P.E., Principal Engineer

SAMPLE

Exhibit A

Scope of Services, Schedule, and Project Team

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

1. PROJECT MANAGEMENT

Prepare monthly progress reports, invoices, and billing.

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

Other interested parties will include the City of Sparks.

Deliverables – Invoicing and progress reports.

2. PUBLIC AND AGENCY INVOLVEMENT

Public Information Meeting

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

Consultant will provide flyers (in English and Spanish) to RTC for distribution. Consultant will provide addressed post cards for the meeting (anticipated to include properties within 500-feet of the project area) to RTC to mail (RTC will pay postage separately). Consultant will perform email of post card notifications as necessary. Additionally, public meetings will be promoted on project website and social media.

The CONSULTANT will provide materials to RTC staff for presentation to the RTC Board and Sparks City Council as required.

Deliverables – Meeting materials, power point presentations, which will include project status information and photos.

3. INVESTIGATION OF EXISTING CONDITIONS

The CONSULTANT will obtain traffic data from the RTC planning group and utilize ESAL factors developed by the RTC on previous projects for RTC buses. Utilities within the project area will be located and assessed for possible conflict with the proposed project. Topographic mapping and Boundary will be determined to meet

design needs.

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC and City of Sparks criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards

3.1 Geotechnical Investigation

CONSULTANT will prepare a traffic control plan and an encroachment permit application will be submitted to the City of Sparks for approval.

Field exploration will consist of excavating 6 test pits with a rubber-tired backhoe to maximum depth of 5 feet below the existing ground surface. The test pit will be backfilled immediately after exploration. Backfill will be loosely placed and the area regraded to the extent possible with the equipment on hand.

CONSULTANT's final soil testing program will be developed around the soils encountered during investigation. Anticipated laboratory testing includes: soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), and Resistance Value (ASTM D2844).

Upon completion of field, laboratory and office studies, a geotechnical investigation and pavement design report will be completed and submitted for review. The report will include a pavement design evaluation using both the Regional Transportation Commission of Washoe County Flexible Pavement Design Manual Dated February 2007 and the Structural Design Guide for Flexible Pavement dated October 2019.

Deliverables – Geotechnical Investigation and Pavement Design Report.

3.2 Subsurface Utilities

CONSULTANT will investigate and locate subsurface utilities within the roadway R/W, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove 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 RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

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

3.3 Utility Potholing (This task will only be used at the direction of the RTC project manager)

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

3.4 Topographic Survey

CONSULTANT will obtain cross-sections at critical locations within the length of project. Cross sectional topographical intervals shall be provided at 50' maximum spacing; surveying shall include: grade breaks, curb returns, point of tangents, point of curves, and critical locations identified within the project reconstruction limits. Topographic data shall include but not be limited to: curb and gutter, sidewalk, driveway aprons wings, alley ways, valley gutters, pedestrian ramps, survey roadway monuments, signs, landscape walls, fences, retaining walls, trees, and connectivity of all surface and sub-surface utilities. Any street monuments that will be disturbed during construction will be tied so that they can be replaced after construction activities have been completed

CONSULTANT will provide field topo survey in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb.

Deliverables – Topographic survey in CAD format

3.5 Right of Way Mapping

CONSULTANT will obtain R/W based upon Washoe County GIS information. The record Right of way information will be shown on the project plans. No further resolution of the roadway right of way is included within this task.

Deliverables – Right of Way in CAD format

3.6 Right of Way Engineering Services

It is estimated approximately four (4) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned

improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 4 individual parcels. This will include Property record research, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and Exhibit maps of individual affected parcels. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

It is estimated approximately forty (40) parcels will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an encroachment exhibit for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

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

Deliverables – property boundary for four (4) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Encroachment exhibits for permissions to construct. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Forty (40) permission to construct exhibits to also be provided.

4. PRELIMINARY DESIGN

4.1 Preliminary Roadway Design (50% Design)

Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.

CONSULTANT will identify the R/W needed, (if any) and prepare conceptual construction cost estimates for each alternative.

CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Sparks staff to discuss the preliminary design layout.

Deliverables – Preliminary (50%) Plans submitted to RTC and City of Sparks

5. FINAL DESIGN

5.1 Prepare Final Plans and Specifications

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

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, R/W lines, cross-sections and construction/slope limits. The final plan set is anticipated to include approximately 30-32 sheets and will include approximately the following sheets:

- Cover Sheet
- Notes, Legend and Abbreviations Sheet
- Horizontal Control
- Plan/Profile Sheets (at 1"=20' scale)
- Pedestrian Ramp Grading
- Signing and Striping Plan Sheets (at 1"=20')
- Detail Sheets (scales as noted).

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted."

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

- 50% & 90% Plans – Two 11"x17" set to RTC, six 11"x17" sets to City of Sparks, and one 11"x17" set each to utility agencies.
- 90% Specifications – One set each to RTC and City of Sparks
- 100% Plans – One 11"x17" each to RTC and City of Sparks
- 100% Specifications – One set each to RTC and City of Sparks

An independent checker will check, initial and date each plan sheet. A quality

control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

Deliverables – Final Plans and Specifications delivered to the RTC, City of Sparks and Utilities.

5.2 Constructability Review

CONSULTANT shall facilitate a one-day workshop to perform a Constructability Review of the Project prior to the 90% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel and designer shall attend and a field review of roadway segments is anticipated. Discussion topics may include review of design in the field, traffic signal equipment procurement, conflict identification, maintenance of traffic (closures/detours), special events, limitations of operations, schedule and phasing.

5.3 Final Engineer's Opinion of Probable Construction Costs and Time

Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Deliverables – Opinion of Probably cost and time of construction.

6. BIDDING SERVICES

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

Pre-bid Meeting: CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.

Bid Opening: CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check

multiplication and addition of bid items.

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

7. DESIGN CONTINGENCY (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 6. 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.

8. CONSTRUCTION CONTRACT ADMINISTRATION (Sole Option and Discretion of RTC) – Anticipate an 80 working day contract.

8.1 Provide contract administration services as follows:

- Prepare conformed plans and specifications
- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

9. CONSTRUCTION SURVEYING (Sole Option and Discretion of RTC)

CONSULTANT shall provide construction surveying for the project to include:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.

- Roadway monuments, referenced in four directions.

10. CONSTRUCTION INSPECTION (Sole Option and Discretion of RTC)

CONSULTANT shall provide one full time inspector during all construction activities. 10-hour work days and an 80 working day contract period are anticipated. This inspector will:

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

CONSULTANT shall provide an additional inspector during paving operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement.

11. MATERIAL TESTING (Sole Option and Discretion of RTC)

Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

12. RECORD INFORMATION (Sole Option and Discretion of RTC)

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

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

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

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

13. CONSTRUCTION CONTINGENCY (Sole Option and Discretion of RTC)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 8 through 12. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit A - Project Schedule

Project Schedule 4th Street Reconstruction Project			
Milestone	Begin	End	Duration
RTC Board Approval	10/15/2021		
NTP	10/18/2021		
Preliminary Design	10/18/2021	1/31/2022	15 weeks
Preliminary Design Submittal - 50%	2/4/2022		
Submit R/W Summary Spreadsheet	2/4/2022		
Agency Review	2/4/2022	3/4/2022	4 weeks
Final Design - 90%	3/7/2022	6/3/2022	12 weeks
Submit R/W Exhibits, Legal Description and Title Reports *	3/7/2022		6-9 months
Final Design Submittal - 90%	6/6/2022		
Submit Permissions to Construct spreadsheet and figures	6/6/2022		
Agency Review	6/6/2022	6/17/2022	2 weeks
Final Plans - 100%	6/20/2022	8/15/2022	8 weeks
Final Plans Submittal - 100%	8/15/2022		
Advertise	8/29/2022	9/27/2022	4 weeks
Open Bids	9/27/2022		
Construction NTP	3/6/2023		
Construction Complete	6/30/2023		80 WD

* - Right-of-way acquisition to be completed by RTC

Exhibit A – Project Team

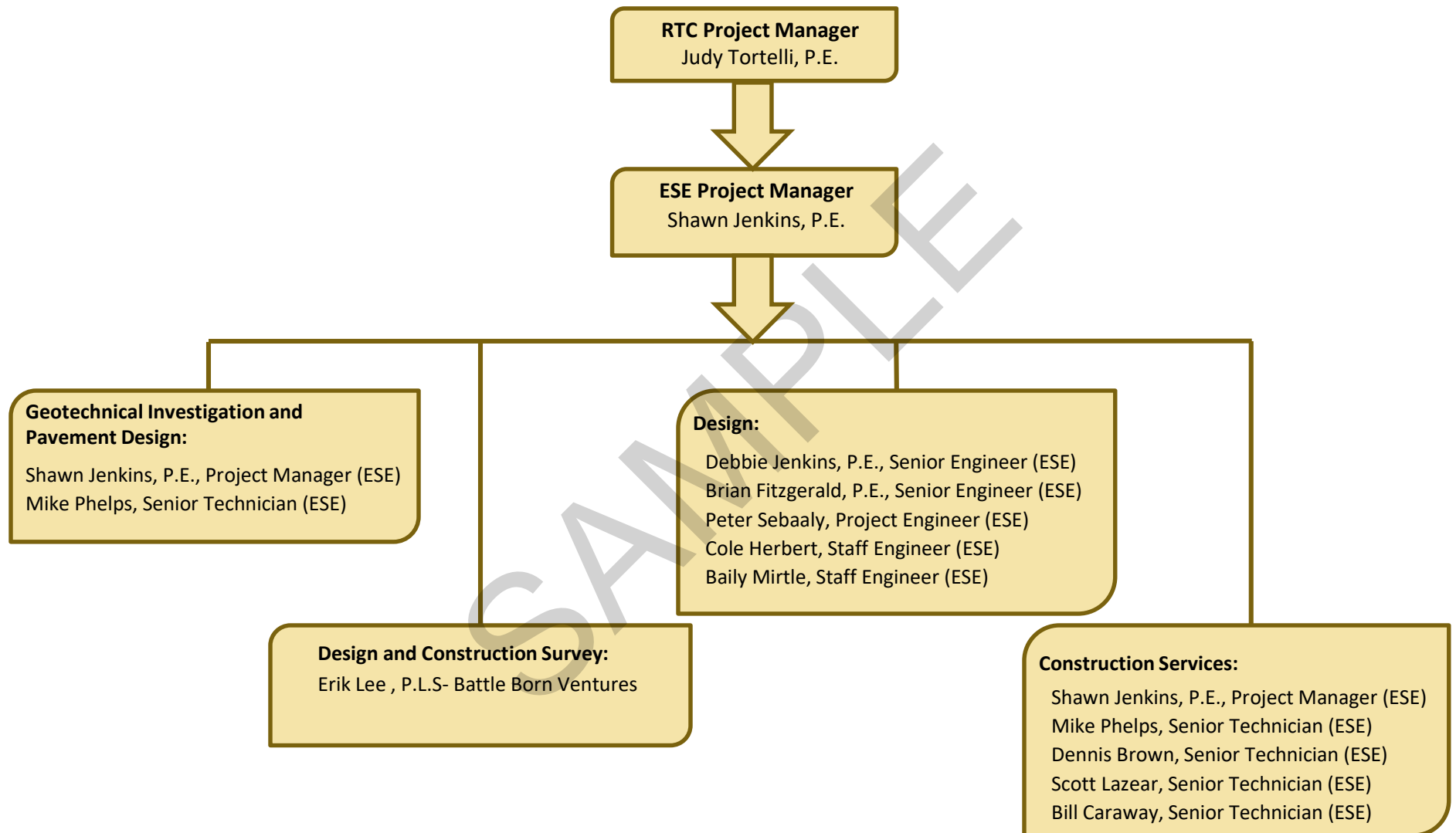


Exhibit B

Cost Proposal and Rates

SAMPLE

Exhibit B - Cost Proposal for the 4th Street Reconstruction Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Senior Tech Overtime (\$120/hr)	Expenses	Sub-consultant
Task 1 - Project Management									
Monthly Progress reports, invoices and billings		200		60					
Task 1 Hours Subtotal		200	0	60	0	0	0		
Task 1 Labor Costs		\$26,000.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -		
Task 1 Non Labor Costs								\$ -	\$ -
Task 1 Non Labor Markup (5%)									\$ -
Task 1 Total	\$ 33,200.00								
Task 2 Public and Agency Involvement									
Public Information meeting (s)		12		20	20				
Task 2 Hours Subtotal		12	0	20	20	0	0		
Task 2 Labor Costs		\$ 1,560.00	\$ -	\$ 2,400.00	\$ 2,000.00	\$ -	\$ -		
Task 2 Non Labor Costs								\$ -	\$ -
Task 2 Non Labor Markup (5%)									\$ -
Task 2 Total	\$ 5,960.00								
Task 3 Investigation of Existing Conditions									
3.1 Geotechnical Investigation									
Field Exploration (6 test pits) (Sierra Nevada Construction)						30			\$13,000.00
Pavement Design		20						\$ 6,000.00	
Report		12	8	8		20			
3.2 Subsurface Utilities			10	10	10				
3.3 Utility Potholing									
3.4 Topographic Survey (Battle Born Ventures)		12							\$12,000.00
3.5 Right of Way Mapping (Battle Born Ventures)									\$ 2,500.00
3.6 Right of Way Engineering Services									
Four (4) Permanent and/or temporary easements (Battle Born Ventures)		12		12					\$10,500.00
Forty (40) Permissions to Construct		20	20	60					\$ -
Task 3 Hours Subtotal		76	38	90	10	50	0		
Task 3 Labor Costs		\$ 9,880.00	\$ 5,320.00	\$10,800.00	\$ 1,000.00	\$ 5,000.00	\$ -		\$ -
Task 3 Non Labor Costs								\$ 6,000.00	\$38,000.00
Task 3 Non Labor Markup (5%)									\$ 1,900.00
Task 3 Total	\$ 77,900.00								
Task 4 Preliminary Design									
4.1 Preliminary Roadway Design (50% Design)		40	20	120	120				
Task 4 Hours Subtotal		40	20	120	120	0	0		
Task 4 Labor Costs		\$ 5,200.00	\$ 2,800.00	\$14,400.00	\$12,000.00	\$ -	\$ -		
Task 4 Non Labor Costs								\$ -	\$ -
Task 4 Non Labor Markup (5%)									\$ -
Task 4 Total	\$ 34,400.00								
Task 5 Final Design									
5.1 Prepare Final Plans and Specifications		100	40	120	120				
5.2 Engineers Opinion of Probable Construction Cost and Time		20		20					
5.3 Constructability Review		20	20			20			
Task 5 Hours Subtotal		140	60	140	120	20	0		
Task 5 Labor Costs		\$18,200.00	\$ 8,400.00	\$16,800.00	\$12,000.00	\$ 2,000.00	\$ -		
Task 5 Non Labor Costs								\$ -	\$ -
Task 5 Non Labor Markup (5%)									\$ -
Task 5 Total	\$ 57,400.00								

Exhibit B - Cost Proposal for the 4th Street Reconstruction Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Senior Tech Overtime (\$120/hr)	Expenses	Sub-consultant
Task 6 Bidding Services									
Prebid meeting, bid opening and bid review		20	20						
Task 6 Hours Subtotal		20	20	0	0	0	0		
Task 6 Labor Costs		\$ 2,600.00	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -		
Task 6 Non Labor Costs									
Task 6 Non Labor Markup (5%)									\$ -
Task 6 Total	\$ 5,400.00								
Task 7 Design Contingency									
Design Contingency	\$ 10,000.00								
Total Task 7	\$ 10,000.00								
Total Design Services Design Through Bidding (Tasks 1 -6)	\$ 214,260.00								
Total Design Contingency (Task 7)	\$ 10,000.00								
Task 8 Construction Contract Administration (Optional)									
Contract Administration (80 Working Days)		200	120	80					
Task 8 Hours Subtotal		200	120	80	0	0	0		
Task 8 Labor Costs		\$26,000.00	\$16,800.00	\$ 9,600.00	\$ -	\$ -	\$ -		
Task 8 Non Labor Costs									
Task 8 Non Labor Markup (5%)									\$ -
Task 8 Total	\$ 52,400.00								
Task 9 Construction Surveying (Optional)									
Set Centerline, offsets, utility and striping (Battle Born Ventures)									\$43,500.00
Admin		40							
Task 9 Hours Subtotal		40	0	0	0	0	0		
Task 9 Labor Costs		\$ 5,200.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 9 Non Labor Costs									\$43,500.00
Task 9 Non Labor Markup (5%)									\$ 2,175.00
Task 9 Total	\$ 50,875.00								
Task 10 Construction Inspection (Optional)									
Full time inspector (assume 80 working days)		20				800	160		
Additional inspector as needed						120			
Task 10 Hours Subtotal		20	0	0	0	920	160		
Task 10 Labor Costs		\$ 2,600.00	\$ -	\$ -	\$ -	\$92,000.00	\$19,200.00		
Task 10 Non Labor Costs									\$ -
Task 10 Non Labor Markup (5%)									\$ -
Task 10 Total	\$ 113,800.00								
Task 11 Material Testing (Optional)									
Material Testing per Orange Book		20			80	120		\$20,000.00	
Task 11 Hours Subtotal		20	0	0	80	120	0		
Task 11 Labor Costs		\$ 2,600.00	\$ -	\$ -	\$ 8,000.00	\$12,000.00	\$ -		
Task 11 Non Labor Costs								\$20,000.00	\$ -
Task 11 Non Labor Markup (5%)									\$ -
Task 11 Total	\$ 42,600.00								

Exhibit B - Cost Proposal for the 4th Street Reconstruction Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Senior Tech Overtime (\$120/hr)	Expenses	Sub-consultant
Task 12 Record Information (Optional)									
Provide as-built drawings		20			40	20			
Task 12 Hours Subtotal		20	0	0	40	20	0		
Task 12 Labor Costs		\$ 2,600.00	\$ -	\$ -	\$ 4,000.00	\$ 2,000.00	\$ -		
Task 12 Non Labor Costs									\$ -
Task 12 Non Labor Markup (5%)									\$ -
Task 12 Total	\$ 8,600.00								
Task 13 Construction Contingency (Optional)									
Construction Contingency	\$ 20,000.00								
Total Task 13	\$ 20,000.00								
Sierra Nevada Construction - Sub for geotechnical test pits									\$13,000.00
Battle Born Ventures - Sub for design and construction survey and right of way engineering									\$68,500.00
Total Construction Services (Tasks 8 -12) (Optional)	\$ 268,275.00								
Total Construction Contingency (Task 13) (Optional)	\$ 20,000.00								
Total Not-to-Exceed Amount	\$ 512,535.00								

EXHIBIT B - FEE SCHEDULE

I. Personnel

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

A. Professional Services

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

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$120.00/hour
Technician/Inspector (Prevailing Wage)	\$100.00/hour
Senior Technician/Inspector (Regular Wage)	\$100.00/hour
Technician/Inspector (Regular Wage)	\$90.00/hour

II. Laboratory Testing

Tests

Unit Price/Test

Index Tests

Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00

Particle Size Analysis

Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$250.00

Specific Gravity

Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00

Moisture-Density Relations

Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$180.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00

Aggregate Testing

Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
Sodium Soundness of Aggregates (ASTM C88)	\$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	\$130.00
Durability Index, coarse and fine	\$250.00
Cleanness	\$140.00
Fine Aggregate Angularity	\$100.00

Other Testing

R-Value Untreated Field Sample (ASTM D2844)	\$250.00
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Concrete Testing

Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Concrete Trial Batch	\$550.00

Asphalt Concrete Testing

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

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

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

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, Washoe County, 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. CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, upon request. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.13

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

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) for a Post Construction Traffic Study of South Virginia Street within the Midtown Segment of the Virginia Street Bus RAPID Transit Project in the amount of \$49,775.

BACKGROUND AND DISCUSSION

During design and construction of the South Virginia Segment of the Virginia Street Bus RAPID Transit extension project discussion occurred regarding behavior of traffic that would result from the completion of the project. As such, during implementation of the project, RTC desired a post condition review of traffic operations and measure performance of the constructed improvements.

The purpose is to study the behaviors of all modes of transportation within the Midtown area as it relates to LOS, safety, compliance (jaywalking, illegal turns, speeding, etc.), circulation, parking, and business accessibility. The study will collect data and study:

- 1) Traffic mobility performance, including volumes, delays, speeds and level of service (LOS) of multimodal traffic.
- 2) Traffic safety performance, including historical crash data, conflict analysis and illegal behaviors.
- 3) Transit BRT performance, including BRT travel time, ridership and station/stop access.
- 4) Traffic circulation analysis with Wejo data.

The study will be a technical, data driven evaluation utilizing current standards and practices for transportation movements within the Midtown area. The findings from the study will be summarized in a report identifying roadway elements positively or negatively impacting mobility, bicycle connectivity, safety, and business access and include recommendations of possible future spot projects.

FISCAL IMPACT

Appropriations are included in the FY 2022 Capital Budget.

ATTACHMENT(S)

- A. Interlocal cooperative Agreement – Midtown Virginia Street BRT – Post Construction Traffic Study

**MIDTOWN VIRGINIA ST. BRT - POST CONSTRUCTION TRAFFIC STUDY
INTERLOCAL COOPERATIVE AGREEMENT**

This Cooperative Agreement (the “Agreement”) is made and entered into on October 15, 2021, by and between the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (hereinafter the “UNIVERSITY”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

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

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

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

WHEREAS, the purpose of this Agreement is to conduct a post-construction traffic study of the Virginia St. BRT Project; and

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

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

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

A. RTC agrees to:

1. To reimburse UNIVERSITY in an amount not-to-exceed \$49,775 upon receipt of the Final Analysis Report. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A.
2. To allow the UNIVERSITY to observe, review, and inspect associated traffic engineering related projects with the understanding that all items of concern are to be reported to the RTC’s Project Manager.
3. To observe, review, and inspect all work associated with the project during implementation to ensure adherence to project standards, specifications, and criteria.
4. In furtherance of University’s role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication and/or

presentation by the University and RTC acknowledges that University may publish and/or present the results of research conducted in connection with this Agreement.

B. UNIVERSITY agrees to:

1. To provide the RTC, through its Civil Engineering Department, analysis, data collection, and program development services and deliverables identified in Exhibit A, including the Final Analysis Report.
2. To invoice the RTC in an amount not-to-exceed \$49,775 upon RTC acceptance of the Final Analysis Report. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A. The UNIVERSITY will provide supporting documentation that the work performed conforms to the tasks and deliverables requested by RTC.

C. It is mutually agreed that:

1. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
2. The term of this Agreement shall be from the date first written above through December 31, 2023.
3. The performance period of this Agreement is October 31, 2021 to April 1, 2023.
4. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.
5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

If to UNIVERSITY:

TECHNICAL MATTERS:

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

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

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

6. The RTC does not provide any warranty that the estimate is an accurate reflection of the final cost. The RTC disclaims any such warranty. The final costs may vary widely depending on the type of work, scope of work, and the manner in which the work is performed. All parties hereto shall be wary in their reliance on the estimates set forth in this Agreement.
7. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.
8. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents, which may occur during or which may arise out of the performance of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel. UNIVERSITY indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.
9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages.

Actual damages for any RTC breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
11. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.
12. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
14. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
15. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
16. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
17. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and each party only has the right to supervise, manage, operate, control and direct performance of the details incident to its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

18. Neither party shall assign, transfer, subcontract, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
19. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
20. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
21. 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.
22. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
23. This Agreement, including the program elements to be incorporated herein per part B, paragraph 3, constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

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

By _____
Bill Thomas, AICP, Executive Director

By _____
Karim Hussein
Director, Sponsored Projects

EXHIBIT A

Midtown Virginia St. BRT Post Study Analysis - UNR CATER Service Scope

Revised on 6/21/2021

Midtown Virginia St. BRT Post Study Analysis

UNR CATER Service Scope

To

RTC Washoe

UNR Contact: Hao Xu, Ph.D., P.E., haox@unr.edu, 775-784-6909

1 PROBLEM DESCRIPTION

The University of Nevada, Reno (UNR) will conduct a post-construction traffic study of the Virginia St. BRT project in Midtown for the Regional Transportation Commission (RTC) of Washoe County, Nevada and City of Reno. The purpose is to document the behaviors of all modes of transportation within the Midtown area as it relates to LOS, safety, compliance (jaywalking, illegal turns, speeding, etc.), circulation, parking, and business accessibility. The study will collect data and study:

- 1) Traffic mobility performance, including volumes, delays, speeds, and level of service (LOS) of multimodal traffic.
- 2) Traffic safety performance, including historical crash data, conflict analysis, and illegal behaviors.
- 3) Transit BRT performance, including BRT travel time, ridership, and station/stop access.
- 4) Traffic circulation analysis with Wejo data.
- 5) Identification of roadway elements positively or negatively impacting mobility, bicycle connectivity, safety, and business access for recommendations to future projects.

The proposed study area, tasks, timeline, and budget are documented in the following.

2 SCOPE OF WORK

2.1 Study Zone

The data collection and analysis will be mainly along S Virginia St. between E. Plumb Lane and E Liberty St. The circulation analysis on traffic diversion and business access will be in the extended scope, including Plumas St, S. Wells Ave, and the streets between them. The major roads and study zone are illustrated in Figure 1.

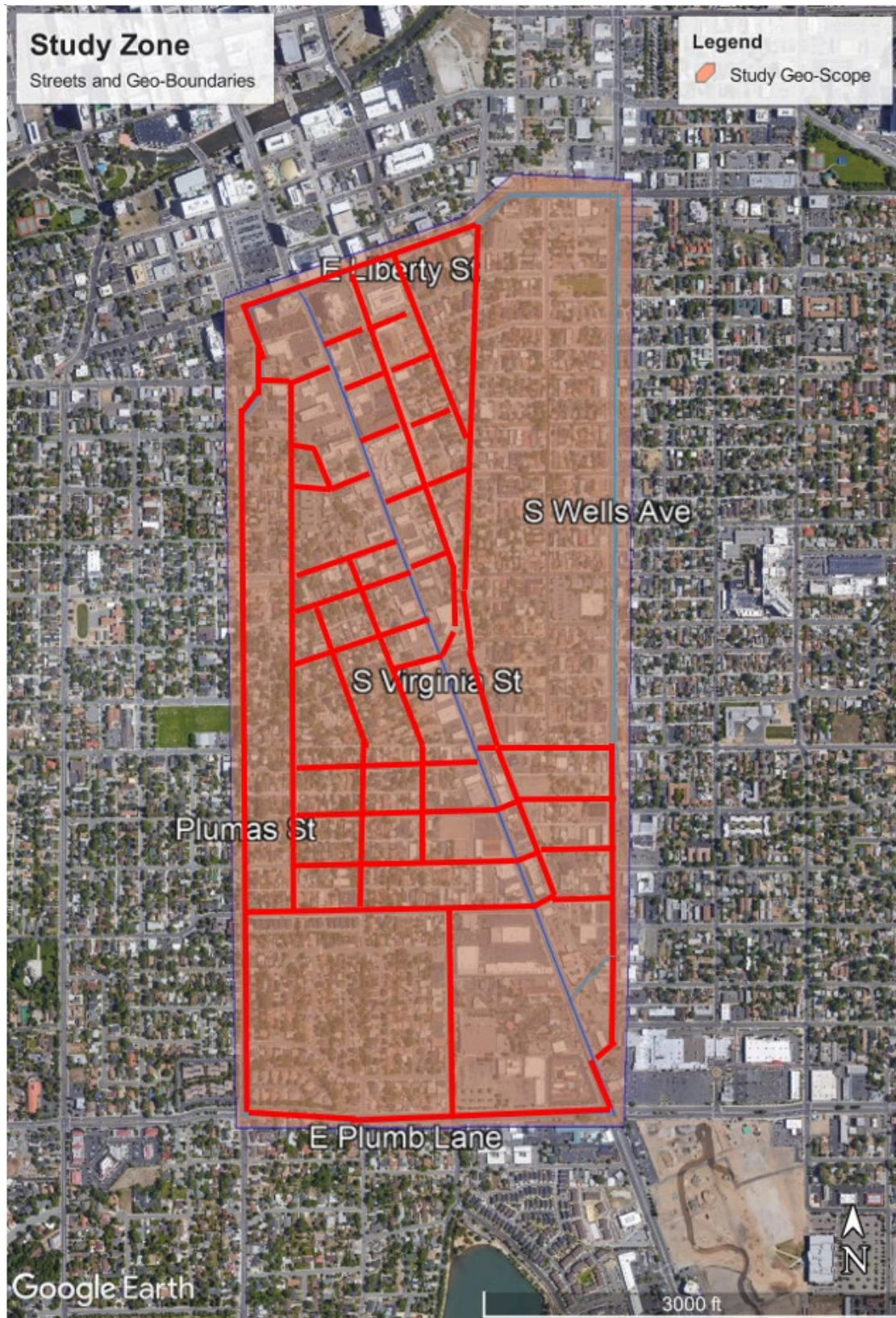


Figure 1 Study zone and major roads

2.2 Data Collection

UNR will gather and collect the following data for this project:

- The geometric design of S Virginia St. in the study zone – from RTC
- Pre-construction corridor study report – from RTC (received)
- Transit routes, stations, and stops; transit ridership – from RTC Transit and website
- Business along S Virginia ST. in the study zone – from the Reno Midtown website (<https://www.renomidtown.com/>)
- AADT data (before the construction) – from NDOT TRINA
 - Virginia St., Center St., Holcomb Lane, Forest St., Mt. Rose St., Wells Ave., Vassar St., Liberty St., Sierra St., Plumas St., Plumb Lane
- Historical crash data (2014-2018) – from NDOT Web Crash Data App and NDOT Traffic Safety Engineering
- Historical ped and bike volumes at specific sites – from the RTC Bicycle, Pedestrian, & Wheelchair Data Collection Program Annual Report (2017, 2019 and new 2021 data to be collected)
 - Virginia & Martin
 - Wells & Vassar
 - Center & Liberty
- Connected-vehicle trajectory data – Wejo (sample vehicle trajectories in the region). A quote of \$1,995 for 1-month Wejo data was attached with this document. The total Wejo data cost is estimated to be about \$2,000 for four-week data.
- Travel time information along Virginia St, Wells, and Holcomb – InRIX (NDOT license, no data cost for this study)
- LiDAR data for all traffic trajectories at the 17 intersections and segments near the intersections (one week data at each intersection) – field data collection with LiDAR

There are 17 intersections along the S Virginia St. segment in the study zone. UNR will collect one-week continuous LiDAR traffic data at each intersection. The LiDAR data will be converted to all traffic trajectories for detailed information about lane-based multimodal volumes, speeds, delays at intersections, conflicts. UNR will meet with RTC before field data collection to provide the detailed data collection plan.

2.3 Study Analysis

2.3.1 Traffic Mobility Performance Study

- 1) UNR will report multimodal traffic volumes (vehicles, pedestrians, and bikes) for each of the 17 intersections
- 2) UNR will provide LOSs of vehicle traffic at the 17 intersections
- 3) UNR will provide LOSs of sidewalks for pedestrians (the new Highway Capacity Manual provides pedestrian LOS calculation methods)
- 4) UNR will study the source of traffic (origin-destination distribution) with trip data
- 5) UNR will compare the before-after traffic volumes and LOSs

2.3.2 Traffic Safety Performance Study

- 1) UNR will summarize the 3-year crash data in the study zone before the construction. 2016-2018 crash data is now available, and 2019 crash data may be included if NDOT publishes it during this project
- 2) UNR will provide conflict analysis and jaywalk events with LiDAR trajectories collected along Virginia St.
- 3) UNR will document illegal (improper use of center median) and legal u-turn (roundabout) movements.

2.3.3 Traffic Circulation Study

- 1) Traffic circulation study will identify how vehicles traffic access the study area. Wejo data will be employed.
- 2) Bike connectivity along the midtown Virginia St segment will be studied with LiDAR trajectory data, to identify bike routes at intersections and bike tracks along Virginia St.

2.3.4 Transit Usage Study

- 1) UNR will work with RTC Transit to obtain ridership data and compare it to the historical data.
- 2) UNR will work with RTC Transit to obtain BRT travel time to identify travel time delay after the construction.

2.3.5 Parking Study

- 1) UNR will report on-street parking spots, parking usage, parking time, and parking turnover rates along the Virginia St segment and the side streets of Thoma St, St. Lawrence Ave, Cheney St, Taylor St, and Tahoe St in the study zone with LiDAR trajectories.

2.3.6 Analysis Report

UNR will prepare a report that incorporates Tasks 1-5 to RTC for review. The UNR report will include an evaluation of post construction performance and compare it to accepted engineering judgement/current industry practices such as NACTO urban guidelines, MUTCD, etc. The UNR will present the evaluation to RTC and discuss the findings before submitting the report.

3. Service Period

The traffic study is planned to start on November 1, 2021, with the summer season data collection, and end on October 31, 2022, with the submitted study report.

4. Project Team

Dr. Hao Xu will serve as the PI of this service project, and **Dr. Zong Tian** will be the co-PI.

Three graduate students will be involved in this project for field data collection, processing, trajectory analysis, and traffic performance studies.

4. Budget

The total estimated cost of the traffic study analysis is \$49,879, as listed in Table 1.

Table 1 Service Budget

Employee Type	Fringe Rate	Budget
Professional Overload (w/o retirement)	0.50%	\$1,500
Total Professional/Postdoc		\$1,500
Graduate Assistants (1)	13.90%	\$24,000
Total Salaries		\$25,500
Fringe Benefits-Manual Entry		\$3,344
Total Salaries & Fringe		\$28,844
Materials and Supplies		\$2,600
Total Subawards		\$0
Tuition & Fees (1 students*18 credits per student)		\$4,024
Total Direct Costs		\$35,468
F&A Rate		45.5%
Modified Total Direct Costs		\$31,444
Facilities & Admin Costs (F&A)		\$14,307
Total		\$49,775



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.14

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve a Contribution Agreement with the Downtown Reno Business Improvement District, a private Nevada nonprofit corporation, in an amount not-to-exceed \$100,000 per year for three years for transit related purposes, including ambassador services, cleaning/maintenance services, enhanced police services, and other special services within the Reno Business Improvement District located in the vicinity of downtown Reno.

BACKGROUND AND DISCUSSION

The City of Reno, pursuant to Ordinance No. 6455 adopted March 16, 2018, authorized the creation of the Downtown Reno Business Improvement District (BID) within the downtown Reno geographic area. The Downtown Reno Business Improvement District, a private Nevada nonprofit corporation (the “Downtown Reno Partnership”), was contracted by the City of Reno to manage and operate the BID. January 2019, RTC and the Downtown Reno Partnership entered into a Contribution Agreement under which RTC contributed \$140,000 annually for certain specified transit related services. The agreement expires on December 31, 2021.

This proposed Contribution Agreement will be for three years spanning FY 2022 through FY 2025. The terms of the agreement are substantially similar to the current agreement. RTC will contribute \$100,000 annually. RTC’s contributions may only be used for certain specified transit related services. These services include i) augmenting Reno Police services which support activities, services and programs related to transportation, including enhanced patrols and policing services in and around the 4th Street Station, major transportation corridors such as 4th Street and Virginia Street near RTC owned transportation related assets, and within streets located along RTC bus routes; ii) operation of a Clean and Safe Program, including in and around the 4th Street Station and RTC owned assets, along major transportation corridors and along RTC bus routes within the downtown corridor; and iii) providing sanitation, street and sidewalk cleaning services including on demand spot cleaning in and around the 4th Street Station and RTC owned assets, along major transportation corridors and along RTC bus routes within the downtown corridor.

An accounting may be conducted, at least annually, and if it is determined that any part of any RTC contribution was not used as set forth in the agreement, then portions of the RTC Contributions not utilized for such purposes shall be refunded to the RTC.

FISCAL IMPACT

The estimated fiscal impact is \$100,000 annually. The FY 2022 expense has been included in the FY 2022 budget.

PREVIOUS BOARD ACTION

January 18, 2019 Board authorized Executive Director to execute a three-year agreement, which expires December 31, 2021.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

ATTACHMENT(S)

A. Contribution Agreement

CONTRIBUTION AGREEMENT

This Contribution Agreement (the “Agreement”) is dated and effective this January 1, 2022, by and among the Regional Transportation Commission of Washoe County (the “RTC”) and the Downtown Reno Business Improvement District, a private Nevada nonprofit corporation (the “Downtown Reno Partnership”).

RECITALS

WHEREAS, through the “Consolidated Local Improvement Law” (Chapter 271 of the Nevada Revised Statutes), counties, cities and towns are permitted to create Neighborhood Improvement Projects for the beautification and improvement of an area through the provision of promotional activities and related services; and

WHEREAS, the City of Reno created a Neighborhood Improvement Project in downtown Reno pursuant to NRS Chapter 271 and an ordinance adopted by the City of Reno, titled the “Downtown Reno Business Improvement District,” and referred to herein as the “District,” which will provide for the beautification and improvement of the downtown Reno corridor through the provision of services and implementation of improvements intended to create a dynamic, safe, clean, vibrant, livable and sustainable downtown in which to work, shop, live and recreate.

WHEREAS, pursuant to NRS Chapter 271.332, the City of Reno contracted with the Downtown Reno Partnership, an “association” within the meaning of NRS 271.057 by way of an Agreement for Professional Services (the “Professional Services Agreement”) between the City of Reno and the Downtown Reno Partnership dated as of May 23, 2018, pursuant to which the Downtown Reno Partnership agreed to act as the private association responsible for managing and operating the District and performing the day-to-day operations of the District through funding received from special assessments on properties within the geographic boundaries of the District and other donations and contributions received to facilitate and enhance the services provided by the Downtown Reno Partnership.

WHEREAS, subject to available funding, the Downtown Reno Partnership was created to provide the following services within the District, all with the goal of providing a cleaner, safer, more attractive and livable urban core: i) augmenting Reno police services, ii) a "clean and safe" program (“Clean and Safe Program”) that deploys teams of safety ambassadors, case workers and maintenance patrols throughout the District which provide quality of life enhancements, crime deterrence, engagement of the homeless population, on-demand safety escorts, ongoing public engagement, distribution of information concerning public transportation, and hospitality services; iii) District-wide sanitation, street and sidewalk cleaning services including, "on-demand spot cleaning" throughout the District; iv) security, sanitation and hospitality services; v) litter control, weed abatement, graffiti removal, and enhanced maintenance of public streets and sidewalks.

WHEREAS, subject to certain funding contributions from the Downtown Reno Partnership the City of Reno has agreed to provide supplemental policing services for the benefit of the downtown corridor.

WHEREAS, the Downtown Reno Partnership has identified a need to augment District assessment revenues with public and private contributions during the initial three years of operations in order to facilitate and ensure the Downtown Reno Partnership, in cooperation with the City of Reno, can provide the full complement of intended services within the District. Numerous private and public entities, including the State of Nevada, have donated or contributed such funding to the Downtown Reno Partnership and/or City of Reno to date.

WHEREAS, the RTC's transit system is heavily invested in the downtown corridor and RTC operates numerous public transit facilities within the downtown corridor, including the 4th Street Station (the RTC's central transfer center through which nearly all RTC lines operate), a bus rapid transit line linking Sparks to the District, as well as numerous public transportation lines and passenger stations.

WHEREAS, the RTC's 2040 Regional Transportation Plan (the "RTP") identifies planning priorities which are consistent with the services to be provided by the District, including, but not limited to (i) proactive safety planning, including partnering with law enforcement agencies like the City of Reno Police Department; (ii) enhancement of safety and security within the RTC's public transportation system; (iii) and maintenance of RTC facilities and assets.

WHEREAS, the services to be provided by the Downtown Reno Partnership (including the "clean and safe program" and funding of supplemental maintenance and police services) are consistent with the RTP and will directly and substantially improve the safety, appearance, accessibility, and security of the RTC's transit related assets and major public transportation corridors including 4th Street and Virginia Street, and the RTC's 4th Street Station, and enhance passenger safety and experience and facilitate and encourage increased use of public transportation, all of which will provide substantial direct and indirect benefits to RTC's public transit system and services and programs related to transportation through functions and services which RTC cannot provide.

WHEREAS, the parties desire RTC to contribute \$100,000 per year ("RTC Contributions") to the Downtown Reno Partnership to augment revenues from District assessments, such RTC Contributions to be earmarked for use by the Downtown Reno Partnership in furtherance of one or more of the following purposes (collectively, the "Permitted Uses"): i) augmenting Reno police services which support activities, services and programs related to transportation, including enhanced patrols and policing services in and around the 4th Street Station, major transportation corridors such as 4th Street and Virginia Street near RTC owned transportation related assets, and within streets located along RTC bus routes; ii) operation of the Clean and Safe Program around the 4th Street Station and RTC owned assets, along major transportation corridors and along RTC bus routes within the downtown corridor; and iii) providing sanitation, street and sidewalk clean services including on demand spot cleaning in and around the 4th Street Station and RTC owned assets, along major transportation corridors and along RTC bus routes within the downtown corridor.

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by reference into this Agreement, the parties mutually agree as follows:

1. Contribution. RTC hereby agrees to make the RTC Contributions to the Downtown Reno Partnership in the amount of \$100,000.00 per calendar year. The RTC Contributions shall be payable in equal quarterly installments of \$25,000.00, payable within thirty (30) days from receipt of an invoice for such payment from the Downtown Reno Partnership. It is anticipated that two quarterly payments will be made in RTC fiscal year 2022 (March 2022 and June 2022), four quarterly payments will be made in RTC fiscal year 2023 (September 2022, December 2022, March 2023, and June 2023), four quarterly payments will be made in RTC fiscal year 2024 (September 2023, December 2023, March 2024, and June 2024), and two quarterly payments will be made in RTC fiscal year 2025 (September 2024 and December 2024). The total not-to-exceed amount of the RTC Contributions shall be \$300,000.
2. Use of Proceeds. The Downtown Reno Partnership shall use the RTC Contributions, in strict accordance with the provisions of the Professional Services Agreement, only for the Permitted Uses within the geographic boundaries of the District.

3. Visits to 4th Street Station. In addition to the other services that the Downtown Reno Partnership will provide, ambassadors shall make at least 6-8 visits each day to 4th Street Station between the hours of 3 p.m. and 9 p.m. and check-in with security officers to provide the following services:
 - a. Assist in the management of long-term/repeat offenders to get them help
 - b. Perform welfare checks
 - c. Escort unwanted individuals off the property
 - d. Assist with public wayfinding to and from the property
 - e. Assist with lost and found activities
 - f. Pick-up trash
 - g. Assist with other security related activities
 - h. Provide information for security officer incident reports

The goal of these services is to eliminate behaviors that detrimentally affect RTC's ability to provide an attractive environment for transit riders.

4. Accounting. At least annually, the Downtown Reno Partnership shall provide an accounting of the use and utilization of the RTC Contributions. To the extent that any RTC Contributions are not utilized for Permitted Uses within twelve (12) months of their contribution to the Downtown Reno Partnership, such RTC Contributions shall be refunded to RTC.
5. Termination. Upon thirty (30) days prior written notice to the Downtown Reno Partnership, RTC may terminate this Agreement effective January 1 of 2023 or 2024, if the RTC Executive Director determines that the RTC Contributions are not providing sufficient benefits to the transit system, in which case no further RTC Contributions will be made after the effective date of the termination.
6. Indemnification By Downtown Reno Partnership. The Downtown Reno Partnership shall indemnify, defend, protect, and hold harmless the RTC and its officers, employees, agents, and volunteers from and against all liabilities, claims, demands, damages (including but not limited to civil fines and penalties), and costs (including but not limited to reasonable attorneys' fees and litigation costs through final resolution) (collectively, "Claims") arising out of or related to i) any material default by Downtown Reno Partnership of its obligations under this Agreement or ii) the acts or omissions of Downtown Reno Partnership in connection with providing Permitted Uses or any of the activities or improvements described in the Professional Services Agreement or while otherwise administering or implementing the Management Plan referenced therein, to the extent such Claims do not arise out of the acts or omissions of RTC or any material default by RTC of its obligations under this Agreement. The Downtown Reno Partnership's obligation under this subsection includes, but is not limited to, all of the following:
 - a. Tortious acts or omissions by the Downtown Reno Partnership or any of its officers, employees, agents, or volunteers; by any of the Downtown Reno Partnership's subcontractors, excluding the City of Reno and RTC; and by any other person or entity employed by, acting on behalf of, or acting as the authorized agent for the Downtown Reno Partnership or any of the Downtown Reno Partnership's subcontractors, excluding the RTC and City of Reno.

- b. All liabilities, claims, demands, damages, and costs arising from injury to, or death of, any person, from damage to, or destruction of, any property (including the environment), or from violation of law, to the extent caused by Downtown Reno Partnership.
 - c. The Downtown Reno Partnership's obligations under this subsection are separate from its obligations under the Insurance provision of this Agreement, and will survive the expiration or early termination of this Agreement.
7. Indemnification By RTC. The RTC shall indemnify, defend, protect and hold harmless Downtown Reno Partnership from and against any Claims arising out of or related to any material default by RTC of its obligations under this Agreement. With the exception of any Claims related to failure to timely disburse RTC Contributions to the Downtown Reno Partnership, the RTC will not waive and intends to assert available NRS Chapter 41 liability limitations in all other cases. Contractual liability associated with this Agreement of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified. Damages for any RTC breach with respect to disbursement of RTC Contributions shall never exceed the amount of RTC Contributions authorized for payment under this Agreement, but not yet paid to the Downtown Reno Partnership.
8. Insurance. The Downtown Reno Partnership shall maintain, during the term of this Agreement, an occurrence comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence. As evidence of liability insurance coverage, the RTC will accept certification of insurance issued by an authorized representative of the insurance carrier. Coverage must be provided by an insurance company licensed to do business in the State of Nevada with an A.M. Best Rating of A – Class VII or better. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the RTC as an additional insured, and waive subrogation, if the policy so allows and at the expense of the RTC, if there is a cost. The Downtown Reno Partnership shall carry during the term of this Agreement, Workers' Compensation Insurance under the laws of the State of Nevada, to cover any compensable injuries or diseases arising during the performance of this Agreement.
9. RTC Default. The following event, if uncured after expiration of the applicable cure period, shall constitute an "RTC Default": RTC breaches any material provision of this Agreement, fails to timely make RTC Contributions to Downtown Reno Partnership as required under this Agreement, or otherwise fails to comply with any other term, covenant or condition of this Agreement.

In the event of an RTC Default, Downtown Reno Partnership shall notify the RTC in writing of its purported breach or failure, and the RTC shall have thirty (30) days from receipt of such notice to cure such breach or failure. If the RTC does not cure within such period, then Downtown Reno Partnership shall be entitled to (i) terminate this Agreement by written notice to the RTC; (ii) prosecute an action for damages; (iii) obtain specific performance of this Agreement or any provision hereof; and/or (iv) pursue any other rights afforded it in law or in equity (including, without limitation, the right to recover all costs and expenses incurred by the Downtown Reno Partnership in connection with this Agreement); provided, however, in the event the cure of such purported breach or failure will reasonably require greater than thirty (30) days to complete, then such RTC Default will not be deemed to exist provided the RTC

promptly commences and thereafter diligently pursues to completion the cure of such purported breach or failure.

10. Downtown Reno Partnership Default. Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "Downtown Reno Partnership Default"

- a. Downtown Reno Partnership misappropriates any RTC Contribution, or violates any applicable Law in performing its obligations under this Agreement; or
- b. Downtown Reno Partnership breaches any material provision of this Agreement or otherwise fails to comply with any other term, covenant or condition of this Agreement.

In the event of a Downtown Reno Partnership Default, the RTC shall first notify the Downtown Reno Partnership in writing of its purported breach or failure, and the Downtown Reno Partnership shall have thirty (30) days from receipt of such notice to cure such breach or failure. If the Downtown Reno Partnership does not cure within such period, then, RTC shall be afforded all of the following rights and remedies: (i) terminating in writing this Agreement; (ii) prosecuting an action for damages; (iii) seeking specific performance of this Agreement; and (iv) any other remedy permitted by law; provided, however, in the event the cure of such purported breach or failure will reasonably require greater than thirty (30) days to complete, then such Event of Default will not be deemed to exist provided the Downtown Reno Partnership promptly commences and thereafter diligently pursues to completion the cure of such purported breach or failure and completion of the cure occurs no later than ninety (90) days after the initial written notice provided by the RTC, unless extended by RTC.

11. Compliance with Laws. Downtown Reno Partnership shall comply with all applicable Laws in the performance of its obligations under this Agreement.

12. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the following addresses:

- a. RTC: Regional Transportation Commission of Washoe County
Attn: Bill Thomas, AICP, Executive Director
1105 Terminal Way, Suite 300
Reno, Nevada 89502
- b. Downtown Reno Partnership:
Downtown Reno Business Improvement District
Attn: Alexander Stettinski, Executive Director
40 East 4th Street
Reno, Nevada 89501

With a copy to:

McDonald Carano LLP
Attn: Michael Pagni
P.O. Box 2670
Reno, Nevada 89505

13. Remedies. 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.
14. Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
15. Force Majeure. 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 limitation, 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.
16. Partial Invalidity. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
17. Assignment. Downtown Reno Partnership shall not assign this Agreement to any person without the prior written consent of the RTC.
18. Proper Authority. 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.
19. Governing Law/Jurisdiction. 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 and the ordinances of the RTC, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Second Judicial District Court, Washoe County, Nevada for enforcement of this Agreement.
20. Entire Agreement and Modification. This Agreement constitutes the entire agreement of the parties and as such is intended to be the 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. Headings are for convenience only and shall not be construed as material. 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 and approved by the respective parties hereto. This Agreement may be executed in counterparts.

21. Approvals. Whenever this Agreement calls for RTC approval, consent, or waiver, the written approval, consent, or waiver of the RTC Executive Director shall constitute the approval, consent, or waiver of the RTC, without further authorization required from the RTC Board, provided however that entry in to this Agreement shall be subject to and conditioned upon approval of the RTC Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT,
A Nevada nonprofit corporation

By: _____
Par Tolles, President

THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 4.15

From: Angela Reich, SPHR Director of Administrative Services

RECOMMENDED ACTION

Approve modifications to RTC Personnel Rule 11.4 (Holidays – Fixed and Floating)

BACKGROUND AND DISCUSSION

At this time, RTC Personnel Rules allow for five Fixed Holiday days and six Floating Holiday days annually. The recommended modification of Personnel Rule 11.4 is to reclassify Memorial Day as a sixth Fixed Holiday and keep the current (6) Floating Holidays to include the new Juneteenth Holiday starting in 2022. If approved, there will be (6) Fixed and (6) Floating Holidays.

FISCAL IMPACT

Funding for this item is included in the FY 2022 budget.

PREVIOUS BOARD ACTION

November 20, 2020 Approved addition of new language to Personnel Rules.

ATTACHMENT(S)

A. Modification of Personnel Rule 11.4 (Holidays- Fixed and Floating)

ATTACHMENT A

11.4 Holidays - Fixed and Floating

1. Legal holidays for employees of the RTC are as follows:

- i. **Fixed Holidays** - Full-time employees will have ~~six (6)~~ eight-hour (8-hour) fixed holidays. Part-time employees will have ~~six (6)~~ fixed holidays. Hours will be prorated basis based on their regularly scheduled work week.

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New Year's Day - January 1
Independence Day – July 4

~~Memorial Day – fourth Monday in May~~
Thanksgiving Day - fourth Thursday in November
Family Day - Friday following Thanksgiving Day
Christmas Day - December 25

- ii. **Floating Holidays** - Regular, full-time employees will have a maximum of six (6) eight-hour (8-hour), and regular, part-time employees will have a maximum of six (6) holidays on a prorated basis based on their regularly scheduled work week to be used during a calendar year.



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: October 15, 2021

AGENDA ITEM 5.1

From: Mark Maloney, Director of Public Transportation

RECOMMENDED ACTION

Conduct a public hearing on potential service changes to reduce service for RTC RIDE (Routes 9, 13, 16, 21 and 26), RTC ACCESS (service area and hours) and RTC FlexRIDE (service areas and hours), beginning on or after January 1, 2022, as may be necessary as a result of ongoing staffing shortages being experienced by RTC's primary transit contractors, Keolis Transit Services, LLC and MTM Transit, LLC; approve the service changes.

BACKGROUND AND DISCUSSION

While the transit industry has been experiencing a national shortage of drivers for many years, this shortage has become more extreme primarily due to the COVID-19 pandemic. Various reasons for the shortage in labor include:

- Job openings in the Transportation, Warehousing, and Utilities sector are at an all-time high and have increased 470% since January 2011. The number of available driving jobs has increased due to the rise in delivery jobs and the gig economy (Amazon, Uber, Lyft, DoorDash, etc.).
- The size of the total labor force is down due to the pandemic.
- The labor force participation rate is also down due to the pandemic.
- A decrease in CDL training due to the pandemic has reduced the number of new CDL drivers. As a result, the number of new drivers has not kept pace with the number of drivers resigning/retiring and has caused increased competition for existing CDL drivers. CDL driver training decreased as there are no virtual/online options for obtaining CDL status due to the nature of the job.
- Lack of childcare / in-person schooling due to COVID-19, leading to more employees choosing to stay home.
- Unemployment compensation changes.
- Fear of re-entering the workforce due to COVID-19.

- Local legalization of marijuana making it more difficult to pass CDL required new hire and random drug testing.
- Federal medical restrictions associated with an individual's ability to obtain a CDL. Certain conditions such as hypertension, respiratory dysfunction, sleep apnea, diabetes, vision impairment, epilepsy and mental orders disqualify drivers from operating commercial vehicles.

RTC's primary transit contractors, Keolis Transit Services, LLC and MTM Transit, LLC are both experiencing staffing shortages. As a result, RTC has had to consider implementing temporary service changes to be able to provide on-time reliable service for its customers. RTC previously implemented temporary service level reductions to RTC RIDE on the Virginia St. BRT, the 4th Prater BRT, and Route 2, effective August 14, 2021. Now, RTC is considering further service changes to RTC RIDE, along with service changes to RTC ACCESS and RTC FlexRIDE.

Assuming that staffing shortages continue, the service changes would begin on or after January 1, 2022, and may include the following depending on the level of staffing shortages:

1. RTC RIDE

- Proposed provisional service reduction to meet current operator pool. These trips were selected based upon both the time of day and recent ridership history and represent a 1.92% reduction in the number of total trips.

Route 9:	Proposed Trips to Reduce:	Number of Trips
Weekday	From 5:00 AM to 6:36 AM	3
	From 9:56 PM to 1:21 AM	6
Saturday	From 5:00 AM to 6:36 AM	3
	From 1:00 AM to 1:31 AM	1
Sunday	From 5:29 AM to 6:26 AM	2
Route 13:	Proposed Trips to Reduce:	Number of Trips
Saturday	From 6:15 AM to 6:57 AM	2
Route 16:	Proposed Trips to Reduce:	Number of Trips
Saturday	From 6:15 AM to 6:39 AM	2
	From 7:15 PM to 7:40 PM	2
Route 21:	Proposed Trips to Reduce:	Number of Trips
Weekday	From 4:20 AM to 4:54 AM	2
	From 12:06 AM to 12:22 AM	1
Route 26:	Proposed Trips to Reduce:	Number of Trips
Weekday	From 7:35 PM to 11:39 PM	16
Sunday	From 6:05 AM to 6:35 AM	2
	From 9:05 PM to 9:34 PM	2

- b. Routine Schedule Time Adjustments - As part of RTC's on-going effort to provide reliable and on-time service, staff monitors bus travel times and speeds, as well as other statistics. As traffic patterns change, passenger habits change and street networks change, these have an effect on the reliability and on-time performance of each route. Therefore, each service change contains small adjustments to the schedule timetables to maintain their relevance to what the bus can actually perform; thereby, improving reliability and on-time performance, as well as customer service. This service change will contain these small adjustments to a small group of routes.

2. RTC ACCESS

- a. Modify reservation times per the schedule below:

Current Hours	Proposed Hours
Monday – Friday: 6:00AM to 6:00PM	Monday – Friday: 8:00AM to 5:00PM
Weekends & Holidays: 9:00AM to 6:00PM	Weekends & Holidays: 8:00AM to 5:00PM

- b. Reduce the service area to match the legal ADA standards as these areas are now served by our replacement FlexRIDE services.
- c. Increase agreements with private providers, such as Uber and Whittlesea Taxi, to provide additional options for non-ADA trips to reduce the burden on the RTC ACCESS fleet.

3. RTC FlexRIDE

- a. Adjustments to hours of service per the schedule below. These adjustments are based upon the ongoing ridership of the service.

Sparks – Spanish Springs	
Current Hours	Proposed Hours
Monday – Friday: 5:30AM to 11:00PM	Monday – Friday: 5:30AM to 10:00PM
Saturday: 6:00AM to 10:30PM	Saturday: 6:00AM to 10:00PM
Sunday: 6:00AM to 10:30PM	Sunday: 6:00AM to 10:00PM

North Valleys	
Current Hours	Proposed Hours
Monday – Friday: 5:30AM to 11:00PM	Monday – Friday: 5:30AM to 9:00PM
Saturday: 6:20AM to 9:00PM	Saturday: 6:20AM to 8:00PM
Sunday: 6:20AM to 9:00PM	Sunday: 6:20AM to 8:00PM

Verdi - Somerset	
<u>Current Hours</u>	<u>Proposed Hours</u>
Monday – Friday: 5:30AM to 11:00PM	Monday – Friday: 8:00AM to 9:00PM
Saturday: 6:20AM to 9:00PM	Saturday: 8:00AM to 8:00PM
Sunday: 6:20AM to 9:00PM	Sunday: 8:00AM to 8:00PM

- b. Discontinuation of Tahoe Service pilot depending on driver availability.

RTC may only implement a portion of these service changes if staffing levels improve before January 1, 2022, and may add additional service after January 1, 2022, if and when staffing levels improve.

Title VI Analysis

Under FTA's Title VI Circular 4702.1B, transit providers that operate 50-or-more fixed route vehicles in peak service and are located in an urbanized area (UZA) with a population of 200,000 or more, must perform a service equity analysis whenever they make a major service change or any change in fare. This service equity analysis evaluates the impacts of the proposed service changes on Title VI-protected populations and low-income populations. However, FTA has removed this requirement for temporary service changes, as a result of COVID-19, if the change does not last longer than 12 months. After 12 months, the change is no longer considered temporary and the service equity analysis is required.

FISCAL IMPACT

These changes may result in a minor reduction in costs for the RTC depending on the length and extent of the changes.

PREVIOUS BOARD ACTION

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

ADVISORY COMMITTEE(S) RECOMMENDATION

The proposed service change concepts discussed above were going to be presented to the Citizens Multimodal Advisory Committee on October 6, 2021, but the meeting was cancelled. The concepts were presented to the Technical Advisory Committee on October 7, 2021.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 6.1

From: Bill Thomas, Executive Director

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 6.2

From: Bill Thomas, Executive Director

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

ATTACHMENT

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

Federal Update for the Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
October 15, 2021 Board Meeting
Prepared October 7, 2021

Bipartisan Infrastructure Bill

On October 1st, in a vote of 365-51, the House passed a 30-day extension of the surface transportation authorization, the FAST Act. This was necessary due to the House not passing the Senate-passed bipartisan infrastructure bill, the (Infrastructure Investment and Jobs Act (IIJA)) before the expiration of the one-year FAST Act extension. The IIJA includes a five-year reauthorization of the FAST Act. Multiple surface transportation authorizations are not without precedent; TEA-21 was extended 13 times, SAFETEA extended 10 times, and MAP-21 extended 5 times.

Speaker Pelosi initially promised House Moderates that a vote on the IIJA would take place on September 27th, which became the start of debate. Ultimately, Speaker Pelosi and House Majority Leader Hoyer decided not to hold a vote on the bill. In response, Congressman Gottheimer (D-NJ), Co-Chair of the bipartisan Problem Solvers Caucus, released a statement criticizing Speaker Pelosi and the Progressive Caucus, saying, "...Speaker Pelosi breached her firm, public commitment...[and] a small far left faction of the House of Representatives undermined that agreement and blocked a critical vote on the President's historic bipartisan infrastructure bill."

Congresswoman Murphy (D-FL), Co-Chair of the Blue Dog Coalition and Chief Deputy Whip of the House Democratic Majority, released a statement saying, "The Speaker delayed the vote because some of my Democratic colleagues, in a misguided effort to gain 'leverage' over their fellow Democrats in the negotiations on the separate Build Back Better Act, have threatened to vote against a very good infrastructure bill."

The infrastructure bill provides \$1.2 trillion in spending over five years; of which, \$550 billion is new federal investments. The bill provides \$91.2 billion in funding for the Federal Transit Administration (FTA) over five years, of which \$40.4 billion is "above baseline" spending increases provided by the bill. The bill also authorizes an additional \$15.75 billion in supplemental appropriations from general revenues for FTA over the next five fiscal years.

Speaker Pelosi indicated her new deadline for passing the infrastructure deal is October 31st, when the 30-day FAST Act reauthorization is set to expire. Meanwhile, Democratic leadership and President Biden are working to address the intra-party divisions concerning the budget reconciliation package.

Budget Reconciliation

Negotiations on a budget reconciliation bill within the Democratic party are ongoing. It remains to be seen what form the final reconciliation package will take – both on overall price tag and policy provisions. While the initial reconciliation bill was drafted to increase spending by \$3.5 trillion, the Administration suggested they expect the size of any final package to be between \$1.9-2.3 trillion.

The House Transportation and Infrastructure Committee's budget reconciliation bill would increase spending by \$57.3 billion over 10 years. In its current form, the House bill provides, among other funding provisions, \$9.9 billion for the newly created Affordable Housing Access Program Competitive grants program, to be issued jointly by FTA and the Department of Housing and Urban Development to support access to affordable housing and the enhancement of mobility for residents in disadvantaged communities or neighborhoods, in persistent poverty communities, or for low-income riders generally.

Bus and Bus Facilities

FTA released a notice of funding opportunity for its FY 2021 Buses and Bus Facilities Program. The program provides \$409.59 million in funding for capital projects to replace, rehabilitate, purchase or lease buses and related equipment, and bus-related facilities. In addition to applying statutory review criteria, FTA will also give priority consideration to applications that encourage racial equity and address barriers to opportunity; create significant community benefits relating to the environment; and projects that support the Justice40 Initiative with the goal of delivering 40 percent of the overall benefits of relevant investments to disadvantaged communities. Applications are due by 11:59 p.m. Eastern Time on November 19, 2021.

Route Planning Restoration

FTA released its \$25 million FY 2021 notice of funding opportunity for the Route Planning Restoration Program. This program funding will be awarded to supports route planning designed to: 1) Increase ridership and reduce travel times, while maintaining or expanding the total level of vehicle revenue miles of service provided in the planning period; or 2) Make service adjustments to increase the quality or frequency of service provided to low-income riders and disadvantaged neighborhoods or communities. With a federal funding share of 100%, applicants must have experienced a reduction in transit service any time on or after January 20, 2020, as a result of the COVID-19 pandemic. Proposals are due by 11:59 pm Eastern Time on November 15, 2021.

Transit Worker Safety

The FTA published a Request for Information (RFI) on Transit Worker Safety, requesting input on transit worker assault prevention. Based on security events reported to the National Transit Database, the RFI notes an increase in assaults on transit operators. According to the RFI, "FTA continues to explore options for potential FTA actions to address this concern." Comments are due by November 23rd, 2021.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: October 15, 2021

AGENDA ITEM 6.3

From: Kristina Swallow, Director NDOT

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