

Location:



RENO TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 10:00 A.M., Friday, October 20, 2023

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

- I. The Regional Transportation Commission Great Room is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube
- III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public that would like to provide presentation aids must bring eight (8) hard copies to be distributed to the Board members at the meeting. Alternatively, presentation aids may be emailed, in PDF format only, to mkraus@rtcwashoe.com prior to 4:00 p.m. on the day preceding the meeting to be distributed to the Board members in advance of the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (2) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- V. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

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

3. Approval of Agenda (For Possible Action)

4. Consent Items (For Possible Action):

- 4.1. Minutes
 - 4.1.1 Approve the meeting minutes for the 09/15/2023 RTC Board meeting.
- 4.2. Reports
 - 4.2.1 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)
 - 4.2.2 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)

- 4.2.3 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
 - 4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
 - 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Report. (For Possible Action)
 - 4.2.6 Acknowledge receipt of the Outreach Activities Report for the month of September 2023. (For Possible Action)
- 4.3. Planning Department
- 4.3.1 Approve a new “Statement of Purpose and Procedures” for the Citizen Multimodal Advisory Committee. (For Possible Action)
 - 4.3.2 Approve the appointment of two (2) new members to the Citizens Multimodal Advisory Committee. (For Possible Action)
 - 4.3.3 Approve a contract with Wood Rodgers, Inc., for consulting services on the RTC Regional Transportation Plan Update, in an amount not-to-exceed \$350,010. (For Possible Action)
 - 4.3.4 Approve an Interlocal Cooperative Agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, for the Multimodal Traffic Data LiDAR Study and Analysis, in the amount of \$230,000. (For Possible Action)
- 4.4. Engineering Department
- 4.4.1 Approve a contract with Nichols Consulting Engineers, CHTD for professional engineering services for the Sun Valley Boulevard Corridor Improvements Phase 2 Project, in an amount not-to-exceed \$1,231,075. (For Possible Action)
 - 4.4.2 Approve a contract with Lumos and Associates, Inc., for professional engineering services for the Arrowcreek Parkway and Wedge Parkway Rehabilitation Project, in an amount not-to-exceed \$885,020. (For Possible Action)
 - 4.4.3 Authorize the Executive Director to negotiate the terms and conditions of the following agreements related to RTC property acquired as part of a planned US 395/Clear Acre/Sutro Interchange Improvement Project (APNs: 004-061-20, 004-061-22, 004-061-26, 004-061-28, 004-082-18, 035-033-02): (1) a property exchange agreement with the Truckee Meadows Water Authority (TMWA) whereby TMWA will acquire a portion of the RTC property for a water tank site and facilities project, and RTC will acquire a TMWA parcel located at 9675 Western Skies Drive (APN: 140-051-23) for a planned roadway project; and (2) a purchase and sale agreement with the City of Reno for the sale of the remaining RTC property to the City of Reno for a public use related to affordable housing. (For Possible Action)
 - 4.4.4 Approve Amendment No. 1 to the contract with Jacobs Engineering Group, Inc., for additional design services associated with a requested additional plan submittal, lighting study, and extended coordination with the right-of-way consultant team for the Mill Street Capacity and Safety Project, in the amount of \$439,510, for a new total not-to-exceed amount of \$1,978,850. (For Possible Action)
 - 4.4.5 Approve a contract with CA Group, Inc., for design and optional construction management services for the Butch Cassidy Drive Extension Project, in an amount not-to-exceed \$2,057,725. (For Possible Action)
 - 4.4.6 Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the West Fourth Street Safety Improvements project. (For Possible Action)
 - 4.4.7 Approve a contract with Innovative Contracting and Engineering LLC for independent cost estimating services related to the Arlington Avenue Bridges

Construction Manager at Risk (CMAR) Project, in an amount not-to-exceed \$249,377. (For Possible Action)

- 4.4.8 Approve Amendment No. 1 to the contract with Avenue Consultants, Inc., for professional services and program management of the Construction Manager at Risk (CMAR) pre-construction process for the Arlington Avenue Bridge Replacement Project, in an amount not-to-exceed \$291,445.45 for a new total not-to-exceed amount of \$352,419.45. (For Possible Action)
- 4.4.9 Approve a contract with Granite Construction Inc., for Construction Manager at Risk (CMAR) pre-construction services for the Arlington Avenue Bridges Project, in an amount not-to-exceed \$449,980.60. (For Possible Action)
- 4.5. Public transportation/Operations Department
 - 4.5.1 Approve a contract with M4 Engineering, LLC to perform ice and snow removal services at Fourth Street Station, Centennial Plaza Station, and RTC's Administrative Building during the 2023-24 winter season, in an amount not-to-exceed \$214,704. (For Possible Action)
 - 4.5.2 Approve a contract with Trapeze Software Group, Inc., dba Vontas, for the purchase of thirty-eight (38) Message Point Media passenger information displays, in an amount not-to-exceed \$568,560. (For Possible Action)
- 4.6. Executive, Administrative and Finance Department
 - 4.6.1 Approve revisions to Chapter 10 (Benefits) of the RTC Personnel Rules, pursuant to RTC Personnel Rule 1.3. (For Possible Action)
 - 4.6.2 Approve revisions to Chapter 11 (Attendance and Leaves) of the RTC Personnel Rules, pursuant to RTC Personnel Rule 1.3. (For Possible Action)

5. Discussion Items and Presentations:

- 5.1. Acknowledge receipt of a report regarding RTC staff intent to proceed with the process required by federal law to revise the Regional Transportation Plan (RTP) and the Regional Transportation Improvement Program (RTIP) in connection with what is expected to be referred to generally as the "Downtown Reno Micromobility Project," in order to include projects on the network of streets accepted by the City of Reno (the Virginia St.; Lake St./Sinclair St./Evans Ave.; Vine St.; 5th St.; and 6th St. corridors), and not include projects on the 3rd St./Plaza St. and Center St./University Way corridors. (For Possible Action)

6. Reports (Information Only):

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

7. **Commissioner Announcements and Updates:** *Announcements and updates to include requests for information or topics for future agendas. No deliberation or action will take place on this item.*
8. **Public Comment:** *Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners.*
9. **Adjournment (For Possible Action)**

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 09/15/2023

RECOMMENDED ACTION

Approve the meeting minutes for the 09/15/2023 RTC Board meeting.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

10:00 A.M.

September 15, 2023

PRESENT:

**Ed Lawson, Mayor of Sparks
Alexis Hill, Vice Chair, Washoe County Commissioner
Mariluz Garcia, Washoe County Commissioner**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Tracy Larkin Thomason, Director of NDOT**

ABSENT:

**Hillary Schieve, Mayor of Reno
Devon Reese, Reno City Vice Mayor**

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

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

Item 2 PUBLIC INPUT

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

Amanda Nelson, Transit Operator with Keolis, I spoke about offering free rides instead of charging people at last months meeting. I had a few other ideas to share. Instead of doing free rides for all, possibly we could work with the lower income families and get them bus passes. A lot of families are really struggling and they need to get to their jobs and appointments. I would also like to see the seats in the buses be exchanged for plastic seats, rather than fabric. They can get extremely dirty and plastic seats can be cleaned much more thoroughly and sanitized than fabric.

Laurie Rodriguez, local resident, I've been coming to these meetings for over eight years now and in that time the disabled community have been consistently coming to inform me of issues that they face. The problem is they are confined to three minutes. There are a number of times I see people cut off sometimes rudely, as they cannot physically see the clock. I would like to propose that this Board create a permanent spot on the agenda for our disabled community. Of course, there would have to be guidelines, as they are for all agenda items. It would give the disabled community that depends entirely on public transportation a chance for discussion, and a chance for them to ask and respond to questions, and for all of you to ask and respond to questions. This Board has repeatedly said you want to be different from all of the past boards. I think this would be a great opportunity for our Board to be one of the few in the Country, if not the first, to have a dedicated agenda item for the disabled community. I would like to see this Board be brave enough to make that first step to start moving forward with change.

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

Item 3 *APPROVAL OF AGENDA*

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

Items 4 *CONSENT ITEMS*

4.1 *Minutes*

4.1.1 Approve minutes from 8/18/2023 Board meeting. (For Possible Action)

4.2. *Reports*

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

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

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

4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)

4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Activity Report. (For Possible Action)

4.2.6 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)

4.3 *Planning Department*

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

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

4.4 *Engineering Department*

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

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

4.4.3 Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation (NDOT) for construction of new conduit and fiber optics on Pyramid Way between C Street and Tyler Way as a part of the SR445 Pyramid 3R and ADA Pavement Project, in the amount of \$200,000. (For Possible Action)

4.4.4 Approve a contract with Parametrix, Inc., for professional engineering services for 60% level design of the Pyramid Highway and Sparks Boulevard/Highland Ranch Interchange and preliminary design of the Disc Drive Extension (part of the U.S. 395 Connector) from Pyramid Highway to US 395, in an amount not-to-exceed \$4,913,723.98. (For Possible Action)

4.4.5 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire one (1) fee simple acquisition, one (1) public utility easement, and one (1) temporary construction easement on Assessor Parcel

Numbers 140-870-03 and 140-870-09 from Esplanade at Damonte Ranch Homeowners Association, which are necessary to construct the Steamboat Parkway Improvement project. (For Possible Action)

4.5 Public Transportation/Operations Department

- 4.5.1 Approve a contract with RO Truck & Equipment, LLC, for the purchase of ten (10) Ram ProMaster FlexRIDE/ACCESS vehicles utilizing the State of Nevada Master Agreement # 99SWC-S1495, in an amount not-to-exceed \$1,492,575. (For Possible Action)

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

Item 5 DISCUSSION ITEMS AND PRESENTATIONS

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

Dan Doenges, RTC Director of Planning. We have an item before you today to approve a revised “Statement of Purpose and Procedures” for the Citizen Multimodal Advisory Committee (CMAC). This is in response to a requirement of recent legislation with AB214, which passed this last legislative session and requires RTC to create an Advisory Committee to provide information concerning construction insulation, maintenance of benches, shelters and transit stops. The Committee must include at least two members who are employees of companies that RTC contracts with to operate the public transit system, so this would be for our RIDE and ACCESS services.

Rather than create an entirely new committee, it was decided internally that we would incorporate these new members into our existing CMAC. We would have those employees, that will be recommended by our contractors Keolis and MTM, become part of the CMAC. In these committees, each member would serve a one-year term. Currently, our CMAC members serve up to three years, so we are proposing a revision to the procedures that would make it an even playing field for everyone to do a one-year term and they could serve up to six-years at their discretion.

Staff is recommending to incorporate the duties of this required Committee through AB214 into our existing CMAC, and there will be a separate future action to appoint those two new committee members to satisfy those requirements.

Chair Lawson brought up the concern of committee members terms ending at the same time, every six-years, and the need for staggering terms. Somehow, we have to figure out how to stagger them, because if you don’t have the walking around knowledge on the committee, you’re completely starting over and I don’t see how that would work.

Adam Spear, RTC General Counsel, I believe the idea would be that the people would be able to be reappointed for three, 1-year terms, so there will be staggering that way, but AB214 specifies that the terms of members of the committee have to be one-year.

The legislation does specify that you can combine the duties of this committee with an existing committee, with the idea of it being more efficient and effective from an administrative service stand point. There are some things I think we can do practically to address this issue to try to minimize those

types of impacts, but the procedures are lined up with the Legislation. There are no term limits, but we've said up to six-years to keep consistency with our practice on the committee.

Chair Lawson, in the interim we'll do what the law says, but we need to change it. I can see it happening where we have 15 new members, and I'm the only one standing with knowledge of the committee, so I control the committee now, and that's not the way it should work.

Commissioner Garcia, are there any bylaws or anything written currently for this particular committee that would address succession and be a little more proactive and preventative from that happening?

Dan Doenges, we do have some existing bylaws for the current committee as it is structured today. I apologize if they weren't included in your packet, but they are on our RTC website. Every member gets a copy of that when they start. What is included in your packet today is the reformatted structure.

Vice Chair Hill, that is a great idea Commissioner Garcia, because I think I've seen other committees build staggering terms into the bylaws, so perhaps we can add that for the consideration. Approve this today and then have you bring it back to us in October for that change?

Adam Spear, our ability to do that would be limited given the legislation that was adopted. It's pretty prescriptive in terms of the one-year terms, but I think we might be able to bring back some practical approaches outside of what's included in these rules and procedures that would address the concerns of the Board.

Chair Lawson, we need more clarification on how much leeway we have to continue the staggering, which is what makes it all work.

On motion of Commissioner Garcia to table Item 5.1 to the next meeting, seconded by Vice Chair Hill, which motion unanimously carried, Chair Lawson ordered that Item 5.1 be moved to the October Board meeting.

Item 6 REPORTS (Informational Only)

6.1 RTC Executive Director Report

1. I'm very proud that our engineering team received the Engineering News-Record Southwest Award of Merit.
 - This award is for the Diverging Diamond Interchange that was part of the Lemmon Drive Phase 1 Project. A panel of judges reviewed around 80 entries in a variety of categories. They looked at factors like safety, innovation, craft quality, and benefit to the community and industry. You might recall, this project also won the American Society of Engineers' Project of the year for northern Nevada in 2022.
2. On Saturday, we implemented our latest transit service changes.
 - We made improvements on eight routes and the Regional Connector based on our TOPS recommendations. Those include adjusted segment run-times, removal of time-points, additional buses and trips, increased headways, and changed routing. We know these changes will take some getting used to but we hope they will like the improvements in the long-run. We will gradually implement more changes over the next four years.
3. RTC published its updated Program Management Plan for public comment, earlier this week.
 - The plan reflects a change for our federal Section 5310 funding used to improve mobility for seniors and individuals with disabilities. Once approved, the RTC will retain this funding and replace it with local tax dollars. This will give more flexibility to our

subrecipients to better-suit their needs without the strict federal guidelines. Currently, Access to Healthcare Network, Neighbor Network of Northern Nevada, UNR's Senior Outreach Services Program, and Volunteers of America are supported by this funding.

4. Last week, we held a ribbon-cutting ceremony for the Holcomb Avenue Rehabilitation Project.
 - Staff from the RTC, City of Reno, Granite Construction, and Wood Rodgers were on-hand. This project is a model of our Pavement Preservation Program.
 - It helps the pavement last longer and also allowed us to make some important safety, multimodal, and ADA improvements. We're planning another one for the 4th and Woodland Roundabout, early next month.
5. Please join me in wishing three of our colleagues the best as they retire – Heinz Schoner, Sharon Britt and Michael Dulude.
 - Heinz is calling it a career at RTC after more than 28 years. He is our Maintenance Specialist and his last day is October 12th.
 - Sharon is our Senior Financial Analyst. She has been a vital part of our agency for 22 years. Her last day at RTC was yesterday.
 - Michael is retiring after almost nine years here at RTC. He's been our Senior Technical Transit Operations Planner. His last day at RTC was also yesterday.
6. We will also be saying goodbye to a valued member of our leadership team at the end of the month.
 - Dan Doenges is resigning to go to work with Parametrix. Dan has been with the RTC since 2016 – the last two years as the Director of Planning He has led the charge on many corridor studies and other special studies – and the development of the RTIP. His last day is September 29.
 - Congratulations to Christian Schonlau and his wife, Jenna. They welcomed their son, Hunter, into the world Monday morning. Hunter was born weighing eight pounds, two ounces – and 21-and-a-quarter inches long. Christians says everyone is happy and healthy. Hunter is their second child, joining big brother Blake.
7. Congratulations to the Keolis Driver of the month – Gonzalo “Pepp” Monteleon.
 - Pepp has worked as a bus operator for RTC RIDE since May of 1999. He's also a shop steward for the Teamsters Local 533. Pepp's on-time performance was 95 percent with zero accidents in August. He provides excellent customer service and hasn't had a customer complaint in more than two years. On his free time, Pepp enjoys riding his bicycle, watching sports, and traveling to Las Vegas.
8. Congratulations to Bernabe Marquez as the MTM Employee of the Month.
 - Bernabe has been part of the MTM Transit team for more than a year. His passengers give him many compliments. He likes meeting people and being out-and-about, so this job is a great fit for him. He's very active in the company's safety program – so he's always looking for ways to improve. Outside of work, he enjoys gardening and “Do it yourself” projects. He has two children – one is in medical school and the other is an engineer.

6.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer. Senator Catherine Cortez Masto was sponsoring a bill in the Senate that would provide more funding for transit hubs and airports to crack down on human trafficking. These are places where victims often have a chance to seek help, so a key part of this bill would be to provide funding to really focus on prevention and awareness amongst staff. We're also looking at different Outreach opportunities that we can participate in. We are asking the Senator to support the Transit Emergency Relief Act, and that would provide transit agencies with funding faster in the case of natural disasters.

Congress is back in session from their August recess and they have until September 30th to either come up with an agreement on the 12 spending bills, or provide a continuing resolution, otherwise they will face government shutdown. The odds of a shutdown appear to be higher this year, because of a few things. There is a slim majority of Republicans in the House, the Speaker is vulnerable and the influence of Far-Right Republicans using the shutdown as leverage for budget limits and culture issues.

The Senate THUD bill would provide about \$2.5 billion for Capital Investments Grants and that's about one-quarter of a million dollars more than the current fiscal year. It includes continued funding for grants for highways and bridges. The bill would also streamline property acquisitions for things like bus facilities, by aligning FTA and FHWA rules. It also encourages the FTA to work with agencies when it comes to cost adjustments on some of their project impacts.

In the House is a bill, Transit Formula Funds to match the IIJA reauthorization levels of almost \$14 billion. The good news is agencies would be less likely to lose any Formula Funding, but the bad news is the bill would impose cuts to transportation discretionary funding. There is a lot of politics that are at play here, so it's kind of a wait and see to see what the two sides come up with.

6.3 NDOT Director Report

NDOT Director Tracy Larkin Thomason, gave a presentation and spoke on the following topics:

- Mike Fuess, our District Engineer, is temporarily away from the position, and I wanted to say in his place as Acting District Engineer is Bhupinder Sandhu, more commonly known as Bhu.
- Presidential Visit and Traffic Control Efforts. When President Biden came to town a couple weeks ago, there were four trips basically from the airport up to South Lake Tahoe. It takes about 75 vehicles and volunteers to cut off as physical barriers for the motorcade and it took 150 hours of planning and 1700 of NDOT time. So, every time they come, there is a lot of behind the scenes impact. We do track it, but I will say we do not get reimbursed.
- New Mt. Rose Highway Avalanche Control Center
- Pyramid Highway Widening Project Update
- Southern Connector Feasibility Study (Out to TRIC), coming from the South Meadows area that will take about 18-24 months to do the study, but we're looking at three different alignments that have been proposed.
- U.S. 50 – Lake Tahoe Public Survey
- Honoring five Officers and First Responders who have died during duty on our highways. We are honoring them with signs that were put up recently and it was kind of fitting that we honored them on 9/11 earlier this week.

Upon conclusion of Director Larkin Thomason's report, Chair Lawson asked if the Commissioners had any questions.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Vice Chair Hill spoke about Ms. Nelson's concerns during public comments. Does the CMAC look at our voucher program as well, is that one of their assignments that they bring to this Board, or is that initiated by the RTC?

Dan Doenges, that is not something we generally bring to the Board. Under this new structure I would imagine that could be included as part of something for them to look at. Both our CMAC and our Technical Advisory Committee (TAC) review a lot of items that are presented to this Board in advance to give any direction or recommendations.

Vice Chair Hill, perhaps that is something that they can do and then we can present on the current program and thoughts they have for this Board to consider. I think those are valid concerns that were brought to us.

At a Board meeting earlier this week, there were accusations that RTC is committing less funding and is running fewer buses, and I think this Board knows that is not true. If the Director could send that information, I would like a quick snapshot of what we've been doing for Public Transit over the years, so I can share that with the community. I don't know if other Board members want to see that, but it would be very helpful for me.

Item 8 PUBLIC INPUT

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

Item 9 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:34 a.m.

ED LAWSON, Chair
Regional Transportation Commission

****Copies of all presentations are available by contacting Michelle Kraus at mkraus@rtcwashoe.com.**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.2.1

To: Regional Transportation Commission

From: Jelena Williams, Finance Manager

SUBJECT: Procurement Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Procurement Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Traffic Signal Installation 23-01	October 12, 2023
<u>Request for Proposals (RFP)</u>	
Project	Due Date
Sutro RIDE Generator Power Upgrade Design	October 6, 2023
Maintenance Needs Study	November 10, 2023

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
2023 Bridge Maintenance	Q&D Construction	9/8/2023	\$1,823,500
First Street Rehabilitation	Sierra Nevada Construction	9/12/2023	\$1,261,007

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
N/A		

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
Sutro Street Enterprise Road Rehab	Sierra Nevada Construction	9/22/2023	CO 2	(-\$13,420)	\$2,313,307
Oddie Wells Corridor Multi-Modal	Granite Construction	9/28/2023	CO 6	\$183,675	\$44,304,524



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Acting Planning Manager

SUBJECT: Advisory Committees Report

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

- The Citizens Multimodal Advisory Committee (CMAC), which includes 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 CMAC and the TAC met on October 4, 2023 and October 5, 2023, respectively. Each committee acknowledged receipt of a presentation regarding the Public Infrastructure Plan (PIP) effort from the Truckee Meadows Regional Planning Agency (TMRPA).

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

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.2.3

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Acting Planning Manager

SUBJECT: Planning Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

PLANNING STUDIES

Virginia Street Transit Oriented Development (TOD) Planning Study	
Graham Dollarhide, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/
<i>Status: First transit model run complete; alternates being run and compared to additional RTC BRT data. Results to be shared with Project TAC, ahead of second set of public workshops and draft study recommendations.</i>	

Active Transportation Plan	
Marquis Williams, Project Manager	https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/
<i>Status: Continued refinement of planning and implementation strategies based on public input, two Stakeholder Working Group (SWG) meetings, and internal priorities. The next iteration to be shared at the third SWG meeting and through a second round of public outreach.</i>	

Regional Freight Study	
Marquis Williams, Project Manager	N/A
<i>Status: Preliminary conversation with EDawn to identify private sector stakeholders for regional Freight Advisory Committee and related outreach efforts.</i>	

RTC Website Update	
RTC Graphics Team	https://www.rtcwashoe.com/
<i>Status: Working with website maintenance contractor to refine web layout/structure.</i>	

RTC REGIONAL TRAVEL CHARACTERISTICS STUDY	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/survey2023/
<i>Status: Kick-off meeting held.</i>	

RTC REGIONAL TRAVEL CHARACTERISTICS STUDY	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/model2023/
<i>Status: Kick-off meeting held.</i>	

ONGOING PROGRAMS

Data Collection Program	
James Weston, Project Manager	N/A
<i>Status: Field survey conducted to determine ideal data collection conditions at identified locations.</i> <ul style="list-style-type: none">• Summary reports received for initial collection sites.• PSA for 2024 and 2025 Multimodal Traffic Data Support submitted for approval.	

Bicycle and Pedestrian Planning	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i> <ul style="list-style-type: none">• Developing Level of Traffic Stress (LTS) bicycle map (online and hard copy).• Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.	

Vision Zero Truckee Meadows	
RTC Planning Staff	https://visionzerotruckeemeadows.com/
<i>Status: Meeting held August 14th and items discussed include a Smart & Connected Communities grant being pursued by UNR, the recently submitted SS4A grant application, an Active Transportation Plan update, and Downtown Reno Micromobility Project update.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.2.4

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Engineering Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Center Street Multimodal Improvements	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/
<i>Status: Thirty percent (30%) design plans are produced. The project is being evaluated as part of the Downtown Micro Mobility Network Phase 1.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

4th Street/Woodland Avenue Roundabout	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-and-woodland-avenue-roundabout/
<i>Status: Construction is complete and this project has entered the one-year warranty period.</i>	

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

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

Kietzke Lane ITS	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/
<i>Status: The consultant began design of the project in June 2023. Ninety percent (90%) design was received in September and is being reviewed by the RTC, City of Reno and NDOT.</i>	

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

N McCarran Boulevard & Pyramid Hwy Fiber	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/
<i>Status: Construction began the week of October 2nd. Expected to be substantially complete by end of the year.</i>	

North Valleys North Virginia Street Capacity	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/
<i>Status: This project is underway with early scoping and schedule items. A traffic analysis study will be complete in November 2023 with a 10% concept design expected in December 2023.</i>	

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

Pyramid Highway Intelligent Corridor	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/
<i>Status: Fiber installation design is nearing 100%. Testing of software will begin in November.</i>	

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

South Meadows Traffic Enhancements	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/
<i>Status: The project will be advertised for construction bids in October.</i>	
South Virginia Street & I-580 Exit 29 Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/
<i>Status: Ongoing coordination with NDOT and City of Reno. Ninety percent (90%) design plans were submitted. Right-of-way process and Public/Stakeholder meetings are underway. Construction is tentatively scheduled to start in spring 2024.</i>	
Sparks Boulevard – North Phase	
Garrett Rodgers, Project Manager	SparksBLVDproject.com .
<i>Status: Project design will continue to advance with final design. The 90% design was received September 2023 and is being reviewed by local agencies. Utility relocations are being evaluated to ensure project improvements are not in conflict. NEPA document (FONSI) was submitted to FHWA for review in late August.</i>	
Steamboat Parkway Improvement	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The utility coordination and right-of-way acquisition process is ongoing. Construction is anticipated to start in spring 2024.</i>	
Traffic Management – ITS Phase 4	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Project construction is substantially complete. Minor punch list and construction closeout tasks are still in progress.</i>	
Traffic Signal Installations 23-01	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/
<i>Status: Construction contract to be awarded October 2023 with construction to begin early 2024.</i>	
Traffic Signal Modifications 23-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/
<i>Status: Construction bidding will occur in October.</i>	

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

Traffic Signal Timing 7	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/
<i>Status: New timing plans were developed and implemented for West McCarran Blvd at the Interstate 80 interchange. Next corridors to be retimed will be Vista Blvd from Interstate 80 to Home Run Dr and East McCarran Blvd from Greg St to Probasco Way.</i>	

Veterans Parkway ITS	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/
<i>Status: Preliminary project design is now in progress.</i>	

Veterans Roundabout Modifications	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/
<i>Status: Preliminary Engineering efforts, including geotechnical investigation, topographic survey, and traffic counts are currently underway. Draft Technical Memorandum summarizing analysis and findings anticipated October 2023.</i>	

Vista Boulevard/Prater Way ITS	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/
<i>Status: Preliminary design is ongoing through fall 2023.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: The 90% design is under review. Coordination with utility companies and USACE, FHWA, and NDOT is on-going. A Section 408 permit for geotechnical borings was granted by Carson Truckee Water Conservancy District. Construction Manager at Risk (CMAR) project delivery procurement is ongoing – CMAR was selected in late September with agreement anticipated to go to October Board.</i>	

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

Lemmon Drive Traffic Improvements and Resiliency	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Environmental services and final design has commenced. Kick-off meeting was held on September 13, 2023. Coordination with agencies partners has begun and will continue through environmental and final design. Project team attending North Valleys CAB and Ward 4 NAB in October.</i>	

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

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

Sierra Street Bridge Replacement	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: The permitting process for the geotechnical borings has begun to help inform preliminary design decisions. The Project Purpose and Need is in development and the Alternatives Analysis has commenced. Public information meeting anticipated to be held early 2024.</i>	

Sky Vista Parkway Widening Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: Construction activities are ongoing. This project is anticipated to be complete this fall.</i>	

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

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

Truckee River Shared Use Path	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the necessary property in which the pathway will traverse. There has been no progress on this in recent months.</i>	

PAVEMENT PRESERVATION PROJECTS

1st Street Rehabilitation and Signal Replacement	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/1st-street-rehabilitation-and-signal-replacement/
<i>Status: Construction is anticipated to begin in Spring 2024.</i>	

2023 Bridge Maintenance-Second Street, Keystone Avenue, and Vine Street Bridges	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/2023-bridge-maintenance/
<i>Status: Construction activities are ongoing. This project is anticipated to be complete this fall.</i>	
2023 Corrective Maintenance (Neil Road, Greg Street, and Moya Blvd.)	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/2023-corrective-maintenance/
<i>Status: Construction activities are ongoing. This project is anticipated to be complete this fall.</i>	
2023 Preventive Maintenance Program	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/2023-preventive-maintenance-program/
<i>Status: Construction activities are ongoing. This project is anticipated to be complete this fall.</i>	
Arrowcreek Parkway Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: The project is substantially complet.</i>	
Las Brisas and Los Altos Resurfacing	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/
<i>Status: Mill and fill has been completed on Las Brisas; Contractor will be on site adjusting utilities and completing signage and striping improvements in October 2023. Patching and mill and fill operations on Los Altos will start the week of 10/09/2023. Crack seal at both locations will occur this fall; slurry to be completed Spring 2024.</i>	
N Virginia Street University Rehabilitation	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/
<i>Status: Design has reached the 50% milestone with 90% design submittal scheduled for October. Construction scheduled for summer of 2024 during UNR's summer break.</i>	
Raleigh Heights Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/
<i>Status: Lumos and Associates, Inc. has submitted 60% design. Final design and right-of-way process will commence in September. Construction is tentatively scheduled for March through August 2024.</i>	

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

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

OTHER PROJECTS

4th Street Station Expansion	
Ian Chamberlain, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: This project is on hold due as a result of ongoing coordination with City of Reno.</i>	

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

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Steamboat Parkway Widening	DDLDP, LLC	\$89,785.50	\$0
Traffic Signal Installations 23-01	Peter A. Tomaino Trust	\$2,188.00	\$1,412.00
Traffic Signal Installations 23-01	Bryan & Stephanie Sprague	\$1,000.00	\$0

CONTRACTS UP TO \$100,000

Project	Vendor	Scope	Amount
N/A			



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.2.5

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BACKGROUND AND DISCUSSION

ATTACHMENT A

Highlights

Keolis Bus Roadeo Winners – On Saturday, September 23rd, Keolis held its “Bus Vibrations” Roadeo for employees to test their skills on the track. Eleven competitors participated. Eric Martelle took 1st Place, Luke Reilly, placed 2nd and John Locke placed 3rd in the Technician/Trainer Category. First place and best overall score in the **Operators** category was achieved by Malik Mettef. Alex Hernandez placed 2nd and Chastity Lockridge placed 3rd. Malik will be representing Keolis and the RTC at the International competition during the APTA Mobility Conference in April, 2024 in Portland, Oregon. RTC wishes to extend its Congratulations to Malik along with all of this year’s roadeo winners!



Lake Tahoe Electric Transportation Forum – RTC participated as a sponsor of the first annual forum held on September 29. The objective of the forum was to bring together local, regional, and national leaders who share a vision of making the Lake Tahoe Basin a world-renowned model of clean transportation. RTC’s Government Affairs Officer, Paul Nelson moderated the Hydrogen Fuel Cell Electric Transportation and Infrastructure session to which James Gee, RTC’s Public Transportation Service Planning and Innovative Manager was a speaker.

FlexRIDE Ridership Records - In September, FlexRIDE set new ridership records with 8810 trips for the month and a daily record of 378 trips. Compared to last year, total ridership is up 93% across all three ridership zones. The increase in ridership is being driven substantially by work trips and trips by senior citizens. The creation of a fourth FlexRIDE zone is planned for next year zone in the South Meadows/Damonte Ranch area.



RTC RIDE Key Highlights – September

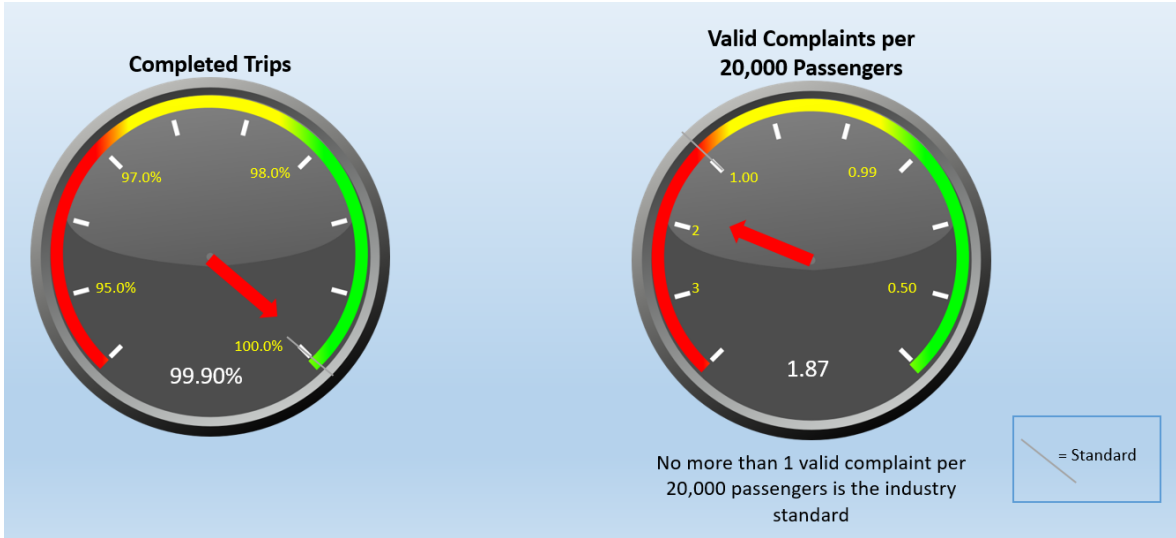
- 87% OTP
- September 4, LaborFest, shuttle service provided
- September 8 – 10, The Great Reno Balloon Race (extended Rapid Virginia Line service to San Rafael Park)
- September 9, service change in effect
- 2 drivers terminated
- 1 driver resignation

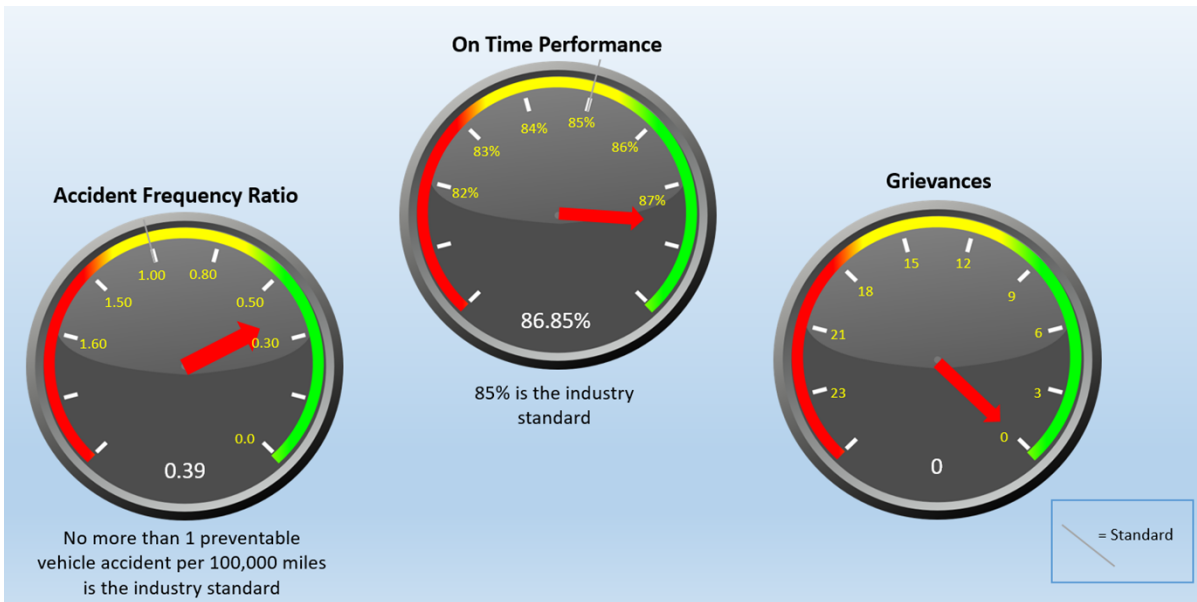
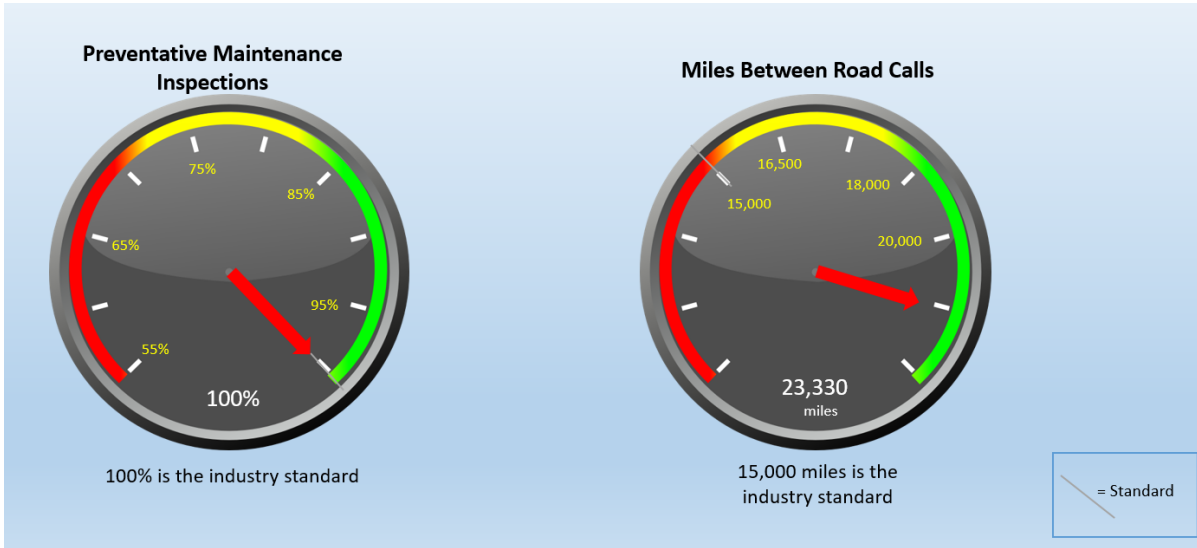
- Employee Engagement:
 - Pizza provided on September 12 for **99%** on service delivery
 - Reno “Bus Vibrations” Roadeo competition and family event September 23rd
 - National Coffee Day September 29th
- CUTA Training: Class continues with the following employees complete on modules (as of September 7th):
 - 132 complete on Module 1
 - 75 complete on Module 2
 - 69 complete on Module 3
 - 68 complete on Module 4
 - 58 Employees have completed all 4 of the modules
- No new grievances filed, one settled
- No ULP’s filed, one settled

Keolis represented staffing headcount as of September 30, 2023:

Position	Total Employed	#Needed
Coach Operator Trainees	10	6+
Coach Operators	151 FT	16
Dispatchers	6	0
Road Supervisors	4	0
Mechanic A	6	0
Mechanic B	3	1
Mechanic C	4	0
EV Technician	1	0
Electronics Tech	2	0
Body Technician	1	0
Utility Worker	13	0
Facilities Technician	2	0

RTC RIDE Contract Compliance for August





RTC ACCESS Key Highlights – September

MTM Classes Held: September 5, 2023 – 2 hired, 2 in cadet training

Safety:

- **Accidents:**
 - 3 Preventable
 - 2 Non Preventable
- **Incidents**
 - 0
- **Injuries:**
 - 1
- **YTD Preventable Accident Count: 10**
- **YTD Injury Count: 8**

- **September Safety Blitz**
 - Pre-Trip Checks
- **September Safety Meeting**
 - Accident review LLLC, avoiding fixed objects and parked cars.

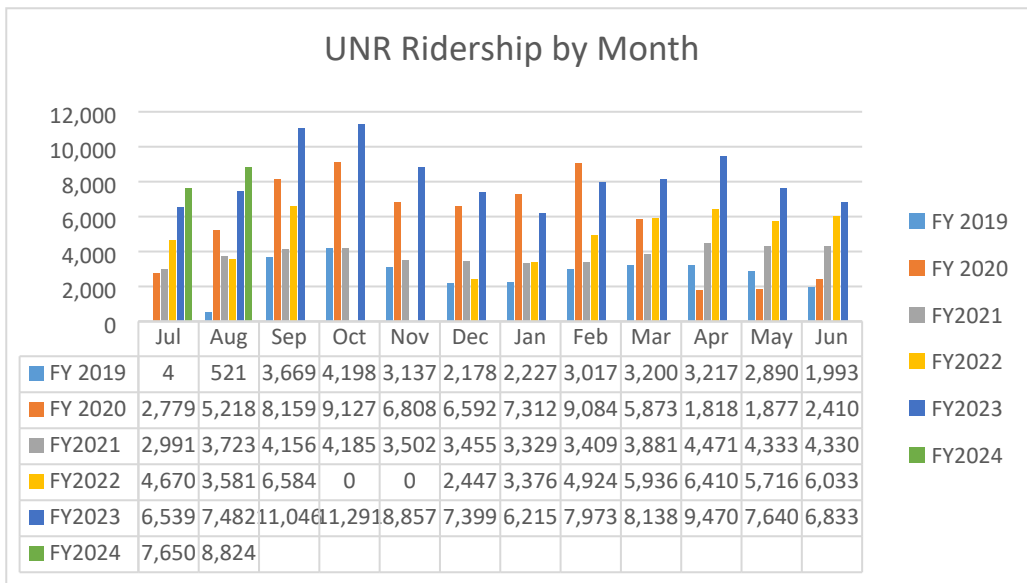
MTM represented staffing headcount as of September 30, 2023:

Position	Total Employed	#Needed
Drivers	54FT – 4PT	6 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE’s	0
Mechanic A	3 FT	0
Utility Worker	1	0
Facility Technician	1	

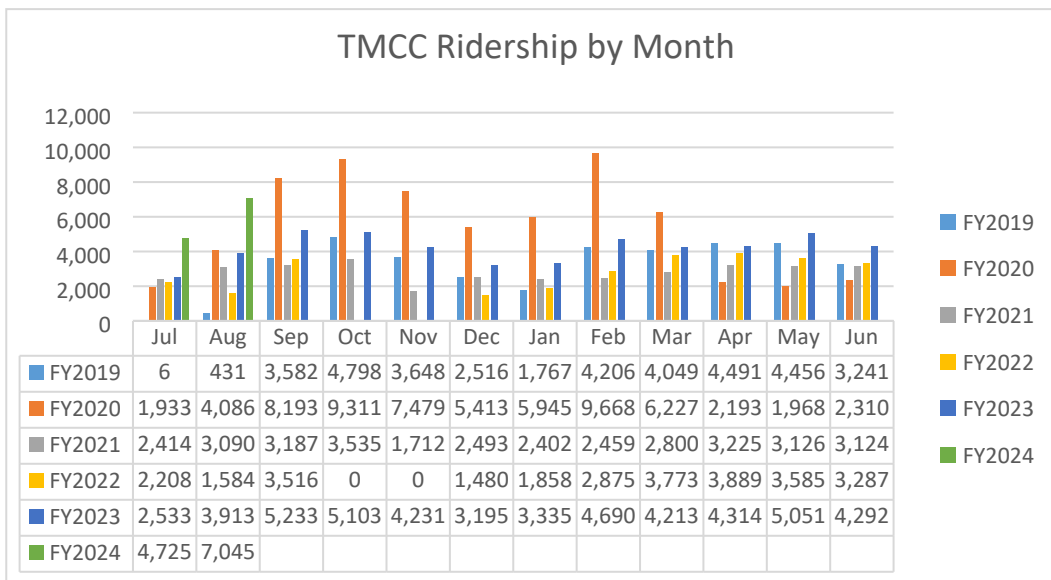
TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools dropped to 319 in August. Both the Truckee North Tahoe Transportation Management Association (TMA) and South Shore TMA have received grants to give further subsidies to help the vanpools. Staff met with several employers in Lake Tahoe in early September, several of which will be starting vanpool programs. RTC staff continues to work with folks from Lake Tahoe in an effort to increase more vanpools.
- Staff attended the Lake Tahoe Electric Transportation Forum on Friday September 29th.
- Staff released a press release on Transportation Demand Management (TDM) week September 18-22 which lead to an interview with Channel 4/NBC that aired on September 15th.
- Staff maned a table at the Reno Aces game on September 15th, our 5th and last game for the season.
- Staff tabled an event during the Small Business fair on September 26th.
- Ridership numbers from the ED Pass Program through the month of August 2023:





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

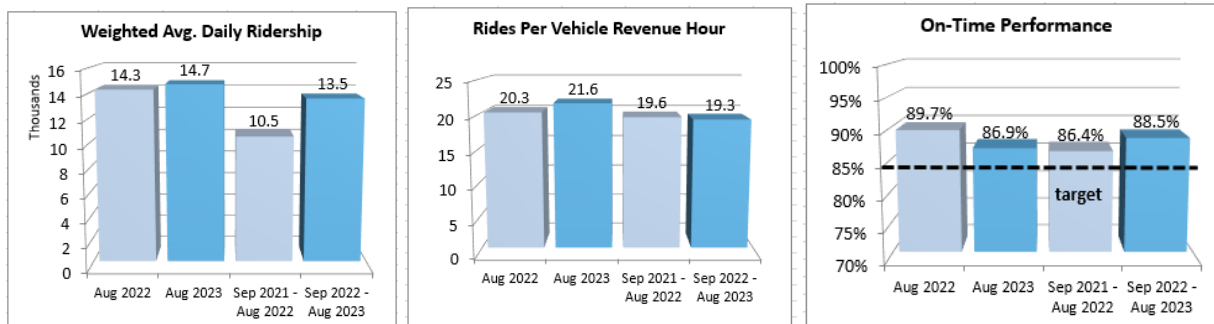


Ridership numbers in October & November of 2021 were affected by the driver strikes.

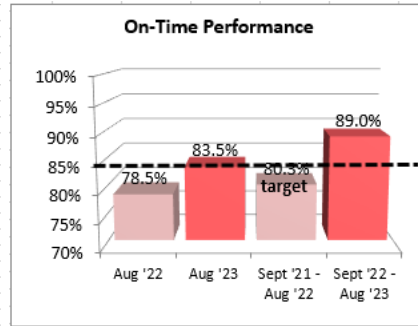
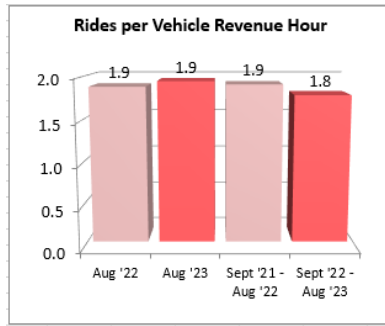
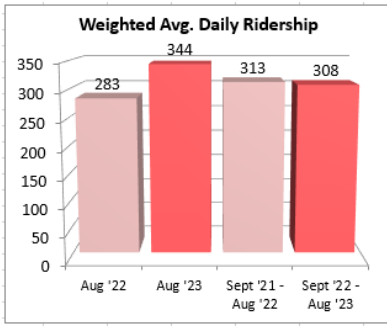
- Ridership at UNR and TMCC set record highs for the month of August which is notable given school was in session for only half the month.

AUGUST 2023 TRANSIT PERFORMANCE

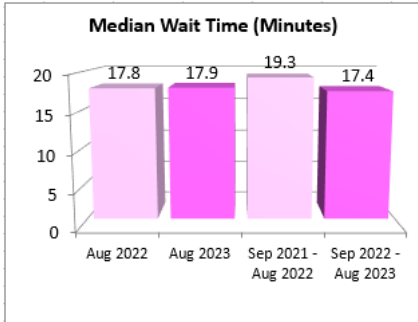
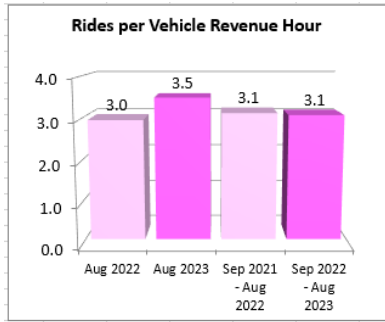
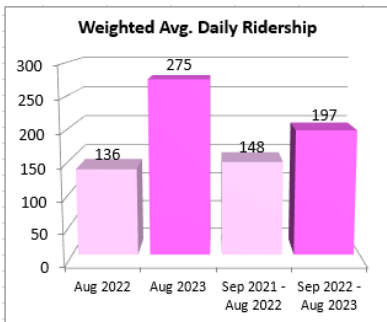
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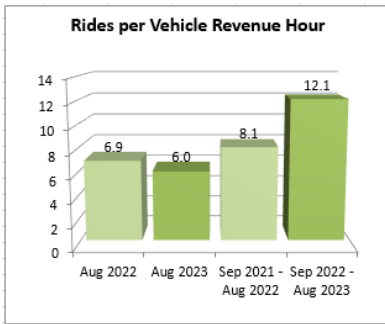
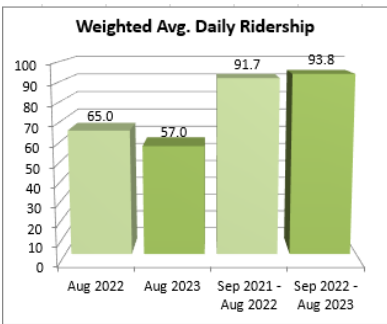
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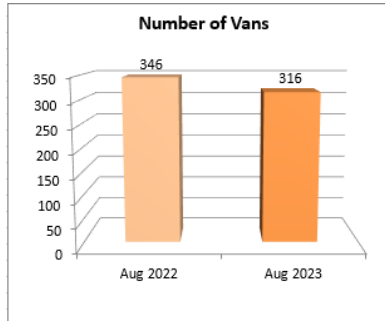
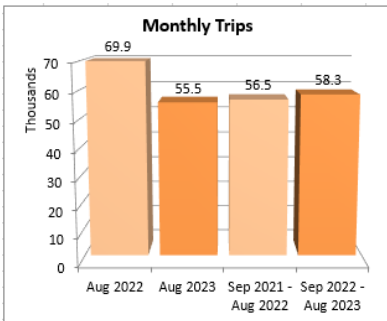
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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.2.6

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Community and Media Outreach Activities

RECOMMENDED ACTION

Acknowledge receipt of the monthly Outreach Activities Report.

BACKGROUND AND DISCUSSION

Outreach Activities

Paul Nelson, Project Manager

Status: RTC staff conducted the following outreach activities from September 1 – September 30.

September 1-4: Free RIDE to Best in the West Nugget Rib Cookoff

September 5: Holcomb Avenue Ribbon-Cutting Ceremony

September 8: Las Brisas & Los Altos Virtual Public Meeting

September 12: Washoe County Board of Commissioners Annual Report

September 12: Ward 5 Neighborhood Advisory Board Presentation

September 13: Reno City Council Annual Report

September 15: Reno Aces – Micheladas de Reno

September 26: ReMax Project/Public Transportation Presentation

September 29: Lake Tahoe Electric Transportation Forum

Media Relations & Social Media

Paul Nelson, Project Manager

Status: The RTC issued 14 news releases and received eight media inquiries regarding the Holcomb Avenue Ribbon-Cutting Ceremony, RTC's Program Management Plan regarding FTA Section 5310 Program, Transportation Demand Management Awareness Week, Dr. Iliescu's Lawsuit against the RTC, Hydrogen Fuel Cell Buses and the Lake Tahoe Electric Transportation Forum, and the Downtown Reno Micromobility Project.

Social media was used to promote and provide information about the Silverada Boulevard Detour, U.S. 395 Ramp Closures, Holcomb Avenue Ribbon-Cutting Ceremony, Holcomb Avenue Rehabilitation Project Completion, Las Brisas and Los Altos Corrective Maintenance Project, Free Transit to the Great Reno Balloon Race, Bus Service Route Improvements, The Road Ahead: Transit to Wolf Pack Games, Intermittent Half-Intersection Closures on Oddie Boulevard at Silverada Boulevard, El Rancho Drive, and Sullivan Lane, Public Comment on the RTC Program Management Plan related to FTA Section 5310 Program, The Road Ahead: Lemmon Drive Project, Sky Vista Widening Project, Silver Lake Road Eastbound Traffic Detour, Transportation Demand Management Awareness Week, Micheladas de Reno, The Road Ahead: Traffic Demand Management, Walk to School Day, Las Brisas Boulevard Detour, Major Construction Completion of 4th Street and Woodland Avenue Roundabout, and Pyramid Way Lane and Oddie Boulevard Closure, and Keystone Bridge Detour.

Social media metrics for the month of September: 10,762 impressions on Facebook, Twitter, YouTube, and Instagram.

Informational Materials and Video Production

Paul Nelson, Project Manager

Status: Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about Transit to Wolf Pack Games, Lemmon Drive Project, Transportation Demand Management Awareness Week, and Oddie Wells Project Update.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Acting Planning Manager

SUBJECT: CMAC Policies

RECOMMENDED ACTION

Approve a new “Statement of Purpose and Procedures” for the Citizen Multimodal Advisory Committee.

BACKGROUND AND DISCUSSION

In the 2023 Legislative Session, the Nevada Legislature passed Assembly Bill 214 (“AB 214”). AB 214 requires, among other things, that RTC have an advisory committee to provide information and advice to the RTC concerning the construction, installation and maintenance of benches, shelters and transit stops for passengers of public mass transportation.

RTC intends to assign the duty of this committee to its existing Citizens Multimodal Advisory Committee (“CMAC”), as authorized in AB 214. As it currently exists, the CMAC already provides information and advice on public transportation, regional roads, pedestrian and bicycle facilities, and transportation planning. If the Board approves this item, going forward the CMAC will also specifically provide information and advice on the benches, shelters and stops for passengers who ride the RTC transit system.

The “Statement of Purpose and Procedures” provides rules for the governance and operation of the CMAC. The intent of the new “Statement of Purpose and Procedures” is to clarify those rules, reflect the language in AB 214, and reflect other current laws. There will be no significant effects on how the CMAC currently operates in practice, or the current members or their service periods.

Advisory committees are an important part of RTC’s “Public Participation Plan.” As it currently exists, the CMAC consists of 15 members of the general public. If the Board approves this item, going forward the CMAC will consist of 15 members of the general public and will also include two (2) new members that are non-supervisory employees of the RTC transit system as required by AB 214. The additional membership should provide even more diversity of perspectives.

There is value in having committee members who serve long enough to build knowledge, understanding, and expertise in the subject matter areas that the CMAC considers. There is also value in turnover of membership to get new perspectives. RTC staff encourages members to commit to longer-term service (currently an initial three-year term with a two-term limit). However, ultimately, members are volunteers and they choose how long they want to serve.

On September 15, RTC staff presented a version of this “Statement of Purpose and Procedures” to the RTC Board for approval. At that meeting, Commissioners expressed concerns that there could be wholesale changes in the membership on a given date as a result of one-year terms, which reflects requirements in AB 214. The Commissioners wanted to be confident that the procedures would not result in a situation where there were all new members on the Committee at the same time.

In order to address those concerns, RTC staff created this revised version of the “Statement of Purpose and Procedures.” The revised version is attached and the revisions are shown in redline. This version expressly states that RTC staff will encourage members to commit to 3-year service commitments and will stagger those service commitments in an attempt to avoid wholesale changes in the membership on a given date. Members may serve up to two full 3-year service commitments. This version also expressly states that when a vacancy occurs and a new member is appointed, the new member will serve out the remainder of the departing member’s 3-year service commitment. As a result, this version clearly reflects that service commitments will continue to be staggered as members choose to leave and are replaced with new members. In addition to addressing the concerns expressed by the Commissioners, these changes also more clearly reflect that there will be no practical effects on the current members or their service periods.

Ultimately, RTC cannot force members to serve for any period of time. The only way to truly encourage members to complete their service commitments is to make their experience on the CMAC worthwhile. RTC staff does that through active engagement with the committee, and fostering inclusive and positive interactions. RTC staff will continue those efforts and expects that the CMAC will continue to be a valuable resource for RTC and the community going forward.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

CITIZENS MULTIMODAL ADVISORY COMMITTEE

STATEMENT OF PURPOSE AND PROCEDURES

Effective ~~October~~November 1, 2023

I. STATEMENT OF PURPOSE

The purpose of the Citizens Multimodal Advisory Committee (CMAC) is to provide information and advice to the Regional Transportation Commission (RTC) staff and Board on transportation policy issues, development of transportation planning documents, and implementation efforts related to public transportation and the regional street and highway system (including active transportation facilities). The CMAC is a component of RTC's "Public Participation Plan."

RTC staff will hold meetings to solicit information and advice requested by RTC staff. In addition to other information and advice, the CMAC shall provide information and advice to the RTC concerning the construction, installation and maintenance of benches, shelters and transit stops for passengers of public mass transportation in Washoe County as required by Nevada Assembly Bill 214 (2023).

RTC staff will provide regular written reports to the RTC Board regarding the information and advice provided by the CMAC.

II. PROCEDURES

1. Meetings.

- a. Regular meetings will be held monthly on the first Wednesday of the month at 5:30 p.m., or at such other day and time as established by RTC staff. Regular meetings will generally last one hour but may be shorter or longer as appropriate. Special meetings may be called as necessary.
- b. The CMAC shall meet at least four times annually. *See Nevada Assembly Bill 214 (2023).*
- c. The meetings will be held by use of a remote technology system with no physical location.
- d. The meetings are open to the public and are subject to the provisions in NRS chapter 241.

2. Members.

- a. The CMAC shall consist of up to seventeen (17) members.
- b. The RTC Board will appoint members annually prior to July 1, or as soon thereafter as possible, based on RTC staff recommendations.
 - i. Two members (Transit Members) shall be employees of a company that

contracts with the RTC to operate the public transit system in Washoe County, are not in a supervisory role, and are recommended by the principal officers of the employee organization that represents such employees. *See* Nevada Assembly Bill 214 (2023).

- ii. The other 15 members (General Members) may be anyone from the general public.
- c. Each member serves without compensation and is not entitled to allowances or expenses.

3. Terms.

- a. Members shall serve on the CMAC for a term of one year; but may be reappointed for additional terms ~~of one year for up to six years of service.~~
- b. Each term will be from July 1 of one year to June 30 of the following year.

4. Service Commitments of General Members.

- a. RTC staff will encourage General Members to commit to a 3-year service commitment.
- b. RTC staff will create three groups of five General Members each and stagger the 3-year service commitments for the three groups so that the 3-year service commitments for one of the groups ends on June 30 of each year.
- c. The maximum number of full 3-year service commitments a General Member may serve is two.

4.5. Vacancies.

- a. A vacancy in the membership of the CMAC may be created if the member resigns, or if RTC staff removes the member.
- b. RTC staff may remove a member that fails to attend three or more meetings in a twelve-month period or fails to comply with other rules established for the CMAC.
- c. RTC staff shall remove any member that is willfully disruptive of a meeting or disrespectful to other members or RTC staff.
- d. In the event of a vacancy, the RTC Board will appoint a person to serve out the remainder of the departing member's 3-year service commitment.
- d.e. A vacancy occurring in the membership of the CMAC will be filled when members are appointed annually by the RTC Board. In its discretion, the RTC Board may fill vacancies at other times as recommended by RTC staff.

5.6. Applications for General Members; Recommendations for Transit Members.

- a. RTC staff will solicit applications from qualified members of the public that are interested in being General Members.
 - i. RTC staff will advertise for potential members of the public using traditional and social media outlets.

- ii. RTC staff will compile a list of interested members of the public ~~in the chronological order in which they were placed on the list~~ that have submitted applications.
 - iii. ~~General Member positions may be limited, and~~ RTC staff will make a conscientious effort to recommend appointment of members of the public who represent all of the various communities within the region in terms of experience, expertise, demographics, and geographic area.
- b. RTC's Director of Public Transportation will coordinate with the principal officers of the employee organization that represents employees of a company that contracts with the RTC to operate the public transit system, to solicit their recommendations for two Transit Members. *See Nevada Assembly Bill 214 (2023).*

6.7. Quorum.

- a. A quorum must be present for the CMAC to hold a meeting.
- b. A "quorum" means a majority of the membership of the CMAC. NRS 241.015(5).
- c. If a vacancy occurs on the CMAC, the necessary quorum is reduced as though the membership does not include the vacancy. *See Nevada Assembly Bill 52 (2023).*

7.8. Voting. The number of votes necessary to take action on a matter is an affirmative vote taken by a majority of the members present. NRS 241.015(1)(c).

8.9. Chair and Vice-Chair.

- a. At its first meeting after July 1, the CMAC shall elect a chair and vice chair from among its members.
- b. The term of the chair and vice chair position shall be from the date of election until June 30 of the following year.
- c. In the event of a vacancy in the chair or vice chair positions, the CMAC shall elect a replacement chair or vice chair to serve out the remainder of the term.

9.10. Reasonable Modifications. The Executive Director shall have authority to make reasonable modifications to this Statement of Purpose and Procedures when necessary to comply with changes to the law, and for the effective operation and governance and of the CMAC.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.3.2

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Acting Planning Manager

SUBJECT: CMAC Member Appointments

RECOMMENDED ACTION

Approve the appointment of two (2) new members to the Citizens Multimodal Advisory Committee.

BACKGROUND AND DISCUSSION

In the 2023 Legislative Session, the Nevada Legislature passed Assembly Bill 214 (“AB 214”). AB 214 requires, among other things, that RTC have an advisory committee to provide information and advice to the RTC concerning the construction, installation and maintenance of benches, shelters and transit stops for passengers of public mass transportation. The members of the committee must include at least two members who are non-supervisory employees of the companies that RTC contracts with to operate the public transit system. Those two members must be recommended by the principal officers of the employee organization that represents such employees.

Teamsters Local No. 533 represents the employees who work for the companies that RTC contracts with to operate the public transit system. The principal officers of Teamsters Local No. 533 have recommended Michael Lansborough and Earl Brynelsen. If the Board approves this item, those recommended employees will be appointed to the CMAC effective immediately.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS
AND PROFESSIONAL, CLERICAL, PUBLIC AND MISCELLANEOUS EMPLOYEES,
LOCAL UNION NO. 533 OF DONNER & THE TAHOE BASIN, RENO AND
NORTHERN NEVADA**

Debbie Calkins
Secretary- Treasurer

Gary Watson
President



Telephone 775-348-6060
Fax 775-348-1501
local@teamsters533.org

September 8, 2023

Bill Thomas
Executive Director
RTC Washoe
1105 Terminal Way
Reno, NV 89502

RE: Nevada Revised Statues – NRS 277A.340 Section 3.

Dear Mr. Thomas and RTC Washoe Commissioners,

We write to you today regarding the changes to the Nevada Revised Statues during the 2023 legislative session, specifically NRS 277A.340 Section 3. NRS 277A.340 Section 3, allows for the employee organization (Teamsters Local No. 533) through its principal officers, who represents employees of the person who contracts with the commission to operate the public transit system in the county to recommend at least two employees, employed by the contractor to the advisory committee. Teamsters Local No. 533 hereby and through its principal officers recommends the following two employees employed by the contractor of the commission, Michael Lansborough and Earl Brynelsen.

Mr. Lansborough and Mr. Brynelsen have a vast expertise in the region's transit system with a combined tenure of service to the passengers and transit system of twenty-five years. They will bring professionalism, firsthand experience, and a wealth of knowledge to the newly established advisory committee.

If you have any questions, or if you and the commissioners would like further discussions, please let us know.

Sincerely,

Debbie Calkins
Secretary Treasurer

Gary Watson
President

Cc: Ed Lawson, Alexis Hill, Hillary Schieve, Devon Reese, Mariluz Garcia, Michael Lansborough, Earl Brynelsen

1190 Selmi Drive, Suite 100
Reno, Nevada 89512
Affiliated with the International Brotherhood of Teamsters



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.3.3

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Acting Planning Manager

SUBJECT: RTC Regional Transportation Plan Update (RTP)

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., for consulting services on the RTC Regional Transportation Plan Update, in an amount not-to-exceed \$350,010.

BACKGROUND AND DISCUSSION

RTC's existing long-range transportation plan, the 2050 Regional Transportation Plan (RTP), was developed through extensive collaboration with the community and federal, state, and local partner agencies. This plan is required to be updated at least every four years and the pending update is expected to be completed and approved prior to March 2025.

The RTP must meet all necessary federal requirements under 23 USC 134 associated with metropolitan transportation planning for a Transportation Management Area (TMA) – MPO population over 200,000 – including applicable Clear Air Act requirements. Fundamentally, the RTP must be fiscally constrained and include implementable short- and long-term projects and strategies that lead to the development of an integrated multimodal transportation system. These projects and strategies will be supported by a fiscally constrained financial plan, prioritization framework, and performance measures to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand.

Proposals were received in response to the Request for Proposal of the RTC Regional Transportation Plan Update. The technical evaluation of the proposals was conducted by an Evaluation Committee. All members of the Evaluation Committee evaluated and scored the technical proposals independently in accordance with the Source Selection Plan. The Evaluation Committee held a consensus meeting and recommended awarding the contract to Wood Rodgers, Inc.

This item supports Strategic Roadmap Goal #3, "Improve Our Community's Network Experience."

FISCAL IMPACT

Funding for this item has been budgeted for in the FY 2024 – FY 2025 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

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

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of October 20, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform analysis, develop updates and assist in the adaptation of updates in connection with The Regional Transportation Plan; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through October 20, 2025 unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

<u>Total Services (Tasks 1 to 5)</u>	<u>\$350,010.00</u>
Total Not-to-Exceed Amount	\$350,010.00

3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.5, "Additional

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

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

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. 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 Xuan Wang 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 Andrew Durling 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
Xuan Wang
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: xwang@rtcwashoe.com
(775) 332-9521

CONSULTANT: Andrew Durling
Vice President
Wood Rodgers Inc.
1361 Corporate Blvd.
Reno, NV 89502
Email: adurling@WoodRodgers.com
Phone 775-823-5211

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of

Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

- 16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

Wood Rodgers, Inc.

By:  _____ Bryan Gant, Principal for
Andrew Durling, Vice President

Exhibit A

Scope of Services

EXHIBIT "A"

SCOPE OF SERVICES

Project Understanding

The Regional Transportation Plan (hereinafter "RTP") is the long range transportation planning document for the RTC. The scope of services provided below is representative of Wood Rodgers' role as consultant to assist with various aspects of the RTP update. It is our understanding RTC staff will take the primary lead in the creation and adoption of the RTP update, based upon the current 2050 Regional Transportation Plan. Wood Rodgers' focus will be to lead scenario planning activities, synthesizing existing studies/plans, and assess existing performance measures, while providing limited support to RTC staff for public outreach and document drafting.

Task 1: Project Management

1.1 Project Management

Wood Rodgers (herein after "WR") will administer the project activities, including the management of personnel, subconsultants and resources. WR will prepare monthly invoices with project progress reports.

1.2 Project Management Plan

An initial meeting with RTC will be organized to establish study goals and objectives. Project management activities will be outlined in a Project Management Plan that will be provided to RTC and reviewed with the RTC Project Manager throughout the life of the project.

1.3 Coordination Meetings

Coordination with the RTC project management team will be ongoing throughout the project. It is anticipated that the consultant will agendize and record bi-monthly scheduled meetings with the project management team. These meetings may be conducted virtually.

1.4 Presentation Materials

WR will provide presentation materials, typically in the form of exhibits and memorandums prepared under separated tasks contained herein. Additionally, WR will prepare slide decks, as requested by RTC staff, for presentation to the RTC Board, Agency Working Group, and Advisory Committees.

1.5 QA/QC Program

WR will prepare a QA/QC Plan to be implemented during the project and will conduct QA/QC on all deliverables.

Task 1 Deliverables:

- *Invoices and progress reports*
- *Meeting agendas and meeting minutes*
- *Project Management Plan*
- *QA/QC Plan*

Task 2: Information Gathering and Analysis

2.1 Existing Studies Review

Review and synthesize existing studies that are relevant to the RTP update. These include:

- 2050 RTC Regional Transportation Plan (RTP)
- Statewide (One Nevada) Long Range Transportation Plan
- Nevada State Freight Plan and RTC Regional Freight Plan
- 2020 (current) Coordinated Human Services Transportation Plan (CTP)
- Transportation Optimization Plan Strategies (TOPS)

- Regional household travel survey
- Travel Demand Model update project
- Active Transportation Plan
- Recently completed NDOT and RTC corridor and area plans (McCarran Blvd, Mt. Rose Hwy, Verdi Area, Interstate (I-80, I-580, US 395, Spaghetti Bowl) corridor studies, NDOT Safety Management Plans (SMPs)
- TMRPA Regional Plan and comprehensive/master plans for the local jurisdictions of the City of Reno, City of Sparks, and Washoe County
- Other relevant studies, plans, and strategies as agreed upon by the RTC and WR

An Existing Studies Memo will be developed summarizing relevant planning goals, policies, projects, and opportunities within the region.

2.2 GIS Data Base

WR will collect GIS data from RTC and agency partners for use during the project. Additional layers will be created by WR and subconsultants relative to recent development trends.

2.3 Existing Performance Measures Review

WR will review existing performance measures and targets, project prioritization/selection criteria, congestion management process (CMP) and financial revenue forecasts. Included under this task, WR will:

- Provide recommendations on updating performance measures or metrics and project prioritization based on industry best practices and regional factors, as well as federal guidance.
- Provide recommendations on updating the CMP based on industry best practices and regional factors. Integrate recommendations from the ITS Master Plan to the extent possible, and ensure alignment with federal priorities.
- Review financial forecast and provide insight on potential externalities that may alter revenue outcomes, including, but not limited to a decline in gasoline sales and increased fleet fuel economy, increased operations and maintenance costs, alternative revenue streams, etc. This analysis will support efforts identified in Task 3 Scenario Planning.

Task 2 Deliverables:

- *Existing Studies Memo*
- *Performance Measures Memo*

Task 3: Scenario Planning

3.1 Scenario Development

WR will lead a scenario planning process intended to identify potential transportation network disruptors within the RTP planning horizon. WR will prepare up to four (4) scenarios based on input from RTC staff and agency working group members. It is anticipated that one of the four scenarios will include geospatial variables, building off the Truckee Meadows Regional Plan land use and growth scenarios. The approach to scenario planning will include a series of workshops with selected groups, primarily comprised of members of the agency working group. These meetings/workshops are anticipated to include a meeting with the RTC Directors to scope scenarios to identify necessary issues and variables to be explored during the scenario planning exercises and the participants necessary for each. Additionally, after identifying the scenario issues and variables, WR along with RTC staff will present the scenario planning approach to the RTC Board for validation.

3.2 Scenario Workshops

Following the identification of scenario workshop topics, WR will conduct up to four (4) scenario workshops with selected participants. These meetings will be facilitated by the WR team with RTC staff. The results will be documented in workshop minutes. WR will synthesize trends and recommendations for consideration and inclusion in the RTP.

3.3 Scenario Outreach Plan

WR will identify best practices and strategies to present scenario plans to the community through a targeted public outreach plan. WR will identify the appropriate cadence of outreach strategies and tactics in order to solicit and gather public input to inform updates to the RTP.

3.4 Preferred Scenario

In collaboration with RTC staff, WR will develop recommendations for the preferred scenario and scenario factors to be included in the analysis of the RTP and recommend potential policy approaches for consideration. Based upon the preferred scenario, WR will work with RTC staff to identify a preliminary suite of projects and prioritization parameters. Additionally, based on inputs from the scenarios, WR will analyze the fiscal constraints associated with the preferred scenario.

3.5 Scenario Planning Tools

Based upon the inputs from the scenario planning process, WR will develop analysis tools for use in the development of the RTP. These tools are anticipated to include project cost estimating tools, along with GIS maps, models and/or programs to assist in further analysis throughout the RTP update process.

Task 3 Deliverables:

- *Scenario Development Plan*
- *Scenario Planning Technical Report*
- *Scenario Outreach Plan*
- *Preferred Scenario Summary*

Task 4: Stakeholder Engagement and Public Involvement

4.1 Agency Working Group

WR will facilitate up to three (3) Agency Working Group (AWG) meetings, including representatives from RTC, NDOT, TMRPA, local jurisdictions, and other agencies as appropriate, to be held throughout the development of the plan. The purpose of the AWG is to develop planning scenarios for presentation to the public, agency leadership and elected officials, and ultimately for incorporation into the RTP.

4.2 Public Engagement

WR will attend up to four (4) RTC Board meetings throughout the development of the Plan, including a special Board workshop. (Note, one of these meetings is accounted for in Task 3 for the development of the scenario planning effort.)

4.3 Public Workshops

In support of RTC staff, WR will attend up to three (3) public workshops that actively engage community groups, private sector representatives, and the general public. WR will serve in a support role to provide additional planning/engineering professionals at the workshops to help engage with attendees. RTC shall be responsible for any facilities fees and printing costs associated with in-person public meetings and shall also be responsible for any advertising costs associated with meeting notifications.

Task 4 Deliverables:

- *AWG agendas and minutes*
- *Public workshop summaries*

Task 5: Report Preparation

5.1 Draft Report

In coordination with RTC staff, WR will collaborate to provide a draft report, inclusive of existing conditions; needs and gaps in transportation network; consideration of and alignment with relevant local, regional, and state plans; performance measures and targets analysis and updates; survey, workshop, and

outreach results; project prioritization methodology; scenario planning alternatives and preferred scenario; regional topics/issues for targeted discussion; CMP; financial plan; and other elements as determined. It is understood that RTC staff will lead the authoring of the draft report, with WR serving in a supporting role. RTC staff will ensure materials are consistent with standard RTC branding and formatting. WR team's staff time will be limited to 80 staff hours, focused on authoring sections relevant to scenario planning and other specific items contained within this scope of work.

5.2 Story Map

WR will develop a Story Map of an executive summary of the RTP, in which viewers can explore section details and interactive maps. WR will assist with the mapping, outline, and structure of the digital document to be hosted on the RTC website either directly or indirectly. All digital media shall meet basic ADA requirements and support accessible alternatives.

Task 5 Deliverables:

- *Final Report sections (as directed by RTC Staff)*
- *Executive summary story map*
- *Source files for exhibits and documents*

Exhibit B

Compensation



Fee Proposal For:

RTC Regional Transportation Plan Update

Project Title	Principal Pln. II Project Manager	Principal Eng. II	Principal Planner	Project GIS II	Project Planner I	GIS Tech I	Assistant Eng.	Planner I	Graphic Artist	Project Coordinator	Subtask Prime Hours	Subtask Prime Cost	Parameter	Abbi Agency	UCED	ALTA	Subtask Sub Cost	Totals Per Task	
Loaded Rates	\$ 260.00	\$ 260.00	\$ 245.00	\$ 215.00	\$ 190.00	\$ 180.00	\$ 165.00	\$ 145.00	\$ 165.00	\$ 165.00									
Task 1: Project Management	60	48	28	0	24	0	0	40	40	4	244	\$ 52,520						\$ 9,128	\$ 61,648
1.1 Project Management and Coordination	18	12	8		12						38	\$ 9,760	\$ 2,608					\$ 2,608	\$ 12,368
1.2 Project Management Plan	2	2			12					4	20	\$ 3,940	\$ 652					\$ 652	\$ 4,592
1.3 Coordination Meetings	24	24	12		12						72	\$ 17,700	\$ 1,956					\$ 1,956	\$ 19,656
1.4 Presentation Materials	8	2	8					40	40		98	\$ 16,960	\$ -					\$ -	\$ 16,960
1.5 QA/QC Program	8	8									16	\$ 4,160	\$ 3,912					\$ 3,912	\$ 8,072
Task 2: Information Gathering and Analysis	14	16	0	16	24	24	0	40	0	0	134	\$ 25,920						\$ 19,694	\$ 45,614
2.1 Existing Studies Review	6	8						40			54	\$ 9,440	\$ 1,230			\$ 3,000		\$ 4,230	\$ 13,670
2.2 Geospatial Data Request and Management	2			16	16	24					58	\$ 11,320	\$ 464					\$ 464	\$ 11,784
2.3 Existing Performance Measures Review	6	8			8						22	\$ 5,160	\$ 11,000			\$ 4,000		\$ 15,000	\$ 20,160
Task 3: Scenario Planning	42	50	72	108	172	0	40	128	40	8	608	\$ 130,860						\$ 44,856	\$ 174,116
3.1 Scenario Development	12	12	8	60	60		40				192	\$ 38,700	\$ 6,160	\$ 10,000	\$ 3,000			\$ 19,160	\$ 57,860
3.2 Scenario Workshops	16	16	40	48	48			48			168	\$ 34,200	\$ 2,608	\$ 5,000				\$ 7,608	\$ 41,808
3.3 Scenario Outreach Plan	6	6								8	20	\$ 4,360	\$ -					\$ -	\$ 4,360
3.4 Preferred Scenario	8	16	24	24	40			80			192	\$ 36,480	\$ 10,248					\$ 10,248	\$ 46,728
3.5 Scenario Planning Tools				24	24				40		88	\$ 16,320	\$ 7,040					\$ 7,040	\$ 23,360
Task 4: Stakeholder Engagement and Public Involvement	48	0	0	36	36	0	0	12	0	0	96	\$ 21,060						\$ 1,956	\$ 23,016
4.1 Agency Working Group	18			18	18			12			48	\$ 9,840	\$ 1,956					\$ 1,956	\$ 11,796
4.2 Public Engagement	12										12	\$ 3,120	\$ -					\$ -	\$ 3,120
4.4 Public Workshops	18			18	18						36	\$ 8,100	\$ -					\$ -	\$ 8,100
Task 5: Report Preparation	10	16	8	20	76	0	0	72	0	0	202	\$ 37,900						\$ 5,216	\$ 43,116
5.1 Draft Report (Staff Augmentation)	8	8		16	16			32			64	\$ 11,840	\$ 5,216					\$ 5,216	\$ 17,056
5.2 Story Map	2	8	8	20	60			40			138	\$ 26,060	\$ -					\$ -	\$ 26,060
Total Hours	174	130	108	144	332	24	40	292	80	12	1336								
Direct Expenses																			\$ 3,500
Total Labor Fee by Staff/Firm												\$ 267,460	\$ 55,050	\$ -	\$ 15,000	\$ 10,000			\$ 347,510
Total Labor by Firm (with Optional Tasks)												\$ 267,460	\$ 55,050	\$ -	\$ 15,000	\$ 10,000			\$ 347,510
TOTAL PROPOSED FEE																			\$ 350,010

NOTES:
1. Assume 18 month schedule.

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibits D, E and F

*****Federally Required Clauses*****

Exhibit D

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

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

2. NONDISCRIMINATION

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

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

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

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

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

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

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

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

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

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

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

5. INTEREST OF PUBLIC OFFICIALS

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

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

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

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

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

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

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

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

7. INELIGIBLE CONSULTANTS

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

8. NOTICE OF FEDERAL REQUIREMENTS

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

9. THIRD-PARTY RIGHTS

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

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

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

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

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

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

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

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

14. REPORTING REQUIREMENTS

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

Exhibit E

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

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

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

Exhibit F

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

Pertinent Non-Discrimination Authorities:

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

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.3.4

To: Regional Transportation Commission

From: James Weston, Senior Technical Planner

SUBJECT: Multimodal Traffic Data LiDAR Study and Analysis

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, for the Multimodal Traffic Data LiDAR Study and Analysis, in the amount of \$230,000.

BACKGROUND AND DISCUSSION

Multimodal traffic data are critical to the regional transportation planning process for traffic planning, safety, and operation in the Reno-Sparks metropolitan area. With UNR's roadside LiDAR (Light Detection and Ranging) data collection devices, data processing tools, and personnel expertise, we will receive multimodal traffic data support, which includes multimodal LiDAR data collection and graduate internship work on GIS data.

LiDAR technology uses laser pulses to measure distances and create highly accurate 3D representations of objects and environments. When placed at intersections, LiDAR data can provide several valuable pieces of information:

1. **Traffic Flow Analysis:** LiDAR can accurately track the movement of vehicles, pedestrians, and cyclists at an intersection. This data can be used to understand traffic patterns, congestion points, and peak traffic times.
 2. **Red Light Violation Detection:** LiDAR can help in identifying vehicles that run red lights, which is a crucial aspect of enforcing traffic laws and improving intersection safety.
 3. **Pedestrian Safety:** LiDAR can detect pedestrians approaching or crossing the intersection, which can be crucial for implementing safety measures like pedestrian crossing signals or notifying drivers of pedestrian presence.
 4. **Traffic Signal Optimization:** LiDAR data can be used to optimize traffic signal timing. By understanding the flow of traffic and the density of vehicles at different times of the day, signal timings can be adjusted to reduce congestion and improve overall traffic efficiency.
-

LiDAR data at intersections can significantly enhance traffic management, safety, and planning efforts, making intersections more efficient and safer for all road users.

This is a biennial contract that entails gathering data from 20 intersections each year, with a three-day data collection period for each intersection.

This item supports Strategic Roadmap Goal #3, "Improve Our Community's Network Experience".

FISCAL IMPACT

Funding for this item has been budgeted for in the FY 2024 – FY 2025 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

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

MULTIMODAL TRAFFIC DATA SUPPORT TO RTC WASHOE
INTERLOCAL COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into on November 1, 2023, 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 Multimodal Traffic Data LiDAR Study and Analysis; 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 multimodal planning 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 \$230,000.00. 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 multimodal traffic 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.
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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 all reports.
2. To invoice the RTC periodically, though not more often than monthly, in a total amount not to exceed \$230,000.00. Each invoice shall identify the direct and indirect costs incurred for the applicable billing period. 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 each invoice. The final invoice shall become due upon RTC acceptance of the Final Analysis Report.
 2. The term of this Agreement shall be from November 1, 2023 to October 31, 2025.
 3. The performance period of this Agreement is November 1, 2023 to October 31, 2025.
 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:
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If to UNIVERSITY:

TECHNICAL MATTERS:

Dr. Hao Xu, PhD.
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 Thomas A. Landis, JD, CRA
University of Nevada, Reno
1664 N. Virginia St.
Reno, Nevada 89557
Phone: (775) 784-4029
E-mail: tlandis@unr.edu

If to RTC:

Bill Thomas, Executive Director
c/o James Weston, Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502
Phone: (775) 335-1915
E-mail: jweston@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
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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 \$200,000 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.
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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 constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
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24. UNIVERSITY has completed and signed the following: (1) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (2) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities”. UNIVERSITY affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.
25. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, UNIVERSITY agrees to comply with the federally required clauses set forth in Exhibit B, C and D.

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

Bill Thomas, AICP, Executive Director

Thomas A. Landis, JD, CRA
Associate Director, Sponsored Projects

Exhibit A

Scope and Budget

Exhibit A

2024 and 2025 Multimodal Traffic Data Support to RTC Washoe

UNR Service Scope
To
RTC Washoe

UNR Contact: Hao Xu, Ph.D., P.E., haox@unr.edu, 775-784-6909

1 Introduction

Multimodal traffic data are critical to the regional transportation planning process for traffic planning, safety, and operation in the Reno-Sparks metropolitan area. With UNR's roadside LiDAR data collection devices, data processing tools, and personnel expertise, we will provide multimodal traffic data support to RTC Washoe in two service yearw, which includes **multimodal LiDAR data collection and graduate student work on GIS data.**

2 SCOPE OF WORK

The UNR project team will work with the RTC Project Manager in the service year to collect LiDAR data, process data, and perform other data analyses with GIS. LiDAR data of 20 intersections will be collected each year (a total of 40 intersections in the two-year service) and the trajectory and GIS data analysis support. Data requirements for each location will be determined based on purpose and need, and may include any combination of, but is not limited to, the following.

- 1) Lane, sidewalk, and crosswalk-based multimodal traffic volumes – vehicles, bicycles, scooters, and pedestrians, in the format of CSV files
- 2) Lane-based speeds in CSV files (average, median, 85th percentile, 95th percentile speeds)
- 3) Conflicting events in GIS (two road users' trajectories crossing each other in less than certain time difference)
- 4) GIS data files of all-traffic trajectories generated from the data collection

UNR will submit the deliverables for each site within 90 days after the data collection.

3. Schedule

The multimodal data support service is for two years of 2024 and 2025.

4. Budget

The service budget is \$230,000 for data collection and processing of 40 selected intersections and GIS data work in two years. The budget details are listed in Table 1.

Table 1 Service Budget

Employee Type	Fringe Rate	Budget
Professional Faculty (Acad./Admin)	33.80%	
Dr. Hao Xu		\$16,000
Research Scientist (TBD)		\$48,000
Total Professional/Postdoc		\$64,000
Graduate Assistant	17.60%	\$50,000
Total Salaries		\$114,000.00
Fringe Benefits-Manual Entry		\$30,432
Total Salaries & Fringe		\$144,432
Materials and Supplies		\$1,990
Wireless Data Connection Services		\$5,000
Travel (local mileage)		\$1,000
Tuition		\$5,940
Total Direct Costs		\$158,362
F&A Rate		47%
Modified Total Direct Costs (excludes tuition from F&A calculation)		\$152,422
Facilities & Admin Costs (F&A)		\$71,638
Total		\$230,000

Exhibit B

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

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

2. NONDISCRIMINATION

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

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

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

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

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

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

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

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

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

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

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

5. **INTEREST OF PUBLIC OFFICIALS**

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

6. **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

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

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

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

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

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

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

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

7. **INELIGIBLE CONSULTANTS**

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

8. **NOTICE OF FEDERAL REQUIREMENTS**

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

9. **THIRD-PARTY RIGHTS**

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

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

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

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

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

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

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

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

14. REPORTING REQUIREMENTS

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

Exhibit C

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

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

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

Exhibit D

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

Pertinent Non-Discrimination Authorities:

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

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: Jessica Dover, Project Manager

SUBJECT: Sun Valley Boulevard Corridor Improvements Phase 2 PSA

RECOMMENDED ACTION

Approve a contract with Nichols Consulting Engineers, CHTD for professional engineering services for the Sun Valley Boulevard Corridor Improvements Phase 2 Project, in an amount not-to-exceed \$1,231,075.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD (NCE) is for professional design services for the Sun Valley Boulevard (Blvd) Improvements Phase 2 Project (Project) in the amount of \$1,181,075. Project contingency in the amount of \$50,000 is also included in the agreement.

The Sun Valley Blvd Corridor Study (Study) was completed by Wood Rogers, Inc., and approved by the RTC Board in February 2015. The purpose of the study was to identify multimodal transportation issues and solutions throughout the corridor, which may help to facilitate a more livable, safer, and vibrant community in Sun Valley. The corridor limits included in the study extend from the intersection of Clear Acre Ln and Scottsdale Ave to the intersection of Sun Valley Blvd and Highland Ranch Pkwy in Sun Valley. Improvements associated with 7th Ave to Highland Ranch Pkwy were completed with the Sun Valley Blvd Phase 1 Improvements Project. Phase 2 Project limits include Clear Acre Ln/Sun Valley Blvd from Scottsdale Ave to 7th Ave. Clear Acre Ln from Scottsdale Rd to north of Crystal Ln is within the City of Reno and Clear Acre Ln/Sun Valley Blvd from north of Crystal Ln to 7th Ave is within Washoe County corporate area in the City of Sparks sphere of influence. Clear Acre Ln/Sun Valley Blvd within the Project limits is maintained by the Nevada Department of Transportation (NDOT).

The scope, fee, and schedule proposed per this PSA include preliminary environmental and professional engineering services for Improvements such as: pedestrian and bicycle facilities, landscaping, lighting, traffic signal modifications, and drainage improvements.

Preliminary efforts will evaluate design alternatives for the Project. A preferred alternative will be identified to advance through the final design phase. After completion of preliminary design efforts, the project scope, schedule, and budget will need to be reviewed. It is anticipated that an amendment to the PSA will be required to advance the project from preliminary design to construction.

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

- Notice to Begin Preliminary Design: October 2023
- Alternatives Analysis: September 2024
- Preliminary Design: January 2025

This Item supports Strategic Roadmap Goal #2, "Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs" and FY 2024 RTC Goal, "Begin design of Sun Valley Blvd Improvements." This Project is included in "Appendix A - Complete Streets Project Listing" of the 2050 RTP; (Multimodal 2021-2025 Listing, No. 28).

FISCAL IMPACT

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

\$2,500,000 in Congressionally Designated Spending was awarded to RTC in July 2023 and will be used for Construction Services only.

PREVIOUS BOARD ACTION

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

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers, CHTD (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Nichols Consulting Engineers, CHTD from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program shortlist to perform design engineering, and engineering during construction services in connection with the Sun Valley Boulevard Corridor Improvements Phase 2 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, 2026, 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-2. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A-1.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A-3. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

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

2.4. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A-1. CONSULTANT will prepare and submit a detailed scope of services reflecting the specific optional services requested, a schedule for such services, and a cost proposal. RTC will review and approve the scope of services and RTC and CONSULTANT will discuss and agree upon compensation and a schedule. CONSULTANT shall undertake no work on any optional task without written notice to proceed with the performance of said task. RTC, at its sole option and discretion, may select another individual or firm to perform the optional tasks or subtasks identified in Exhibit A-1.

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B-1 through B-2, inclusive. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-1 or B-2.

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

Total Design Services (Tasks 1 to 8)	\$1,181,075
Total Design Contingency (Task 9)	\$50,000
Total Not-to-Exceed Amount	\$1,231,075

3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates

and rates for testing in Exhibit B-1 and B-2. Any work authorized under Section 2.5, “Additional Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Angela Hueftle, P.E.
Principal
Nichols Consulting Engineers, CHTD
300 E. 2nd ST, Suite 1210
Reno, Nevada 89501
Email: ahueftle@ncenet.com
(775) 329-4955

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

NICHOLS CONSULTING ENGINEERS, CHTD

By: _____
Angela Hueftle, P.E., Principal

EXHIBIT A-1 through A-3

EXHIBIT A-1: SCOPE OF SERVICES

EXHIBIT A-2: KEY PERSONNEL

EXHIBIT A-3: SCHEDULE OF SERVICES

EXHIBIT A-1

SCOPE OF SERVICES **FOR THE** **SUN VALLEY BOULEVARD CORRIDOR IMPROVEMENTS PHASE 2** **PROJECT**

SCOPE OF SERVICES

CONSULTANT will provide preliminary engineering services for the Sun Valley Boulevard Corridor Improvements Phase 2 Project (Project). As a result of the Sun Valley Boulevard Corridor Study, a preferred alternative was developed to include pedestrian, bicycle, transit, and traffic improvements along the corridor. The proposed alternative maintains the existing four lane and two-lane configurations and utilizes the ample existing right of way to provide pedestrian and bicycle facilities, landscaped medians and parkway planters. The Project limits are Clear Acre Lane/Sun Valley Boulevard from Scottsdale Avenue to 7th Avenue. Clear Acre Lane from Scottsdale Road to north of Crystal Lane is within the City of Reno (COR) and Clear Acre Lane/Sun Valley Boulevard from north of Crystal Lane to 7th Avenue is within Washoe County corporate area in the City of Sparks (COS) sphere of influence. Clear Acre Lane/Sun Valley Boulevard is maintained by the Nevada Department of Transportation (NDOT). Anticipated improvements include pedestrian and bicycle facilities, landscaping, lighting, traffic signal modifications, and drainage improvements. The scope of services will consist of the following tasks:

1.0 Project Management

CONSULTANT'S Project Manager will serve as RTC's single point of contact on the contract and will provide project management for the duration of services rendered for 15 months, commencing approximately October 2023. Project management includes project setup and administration, staff planning, coordination with RTC project manager, management of subconsultants, Quality Assurance and Quality Control (QA/QC), monthly progress reporting and invoicing, monthly budgeting, scheduling, document control, risk management, and project closeout.

1.1 Team and Project Management

CONSULTANT'S Project Manager will be responsible for contracting, coordination, and management of all subconsultants. CONSULTANT'S Project Manager will be responsible for communicating and coordinating the direction from RTC to all team members.

Specific project management tasks to be conducted by CONSULTANT'S Project Manager include document control, monthly budgeting, invoicing, progress reports, scheduling, subconsultant invoicing, and general project administration.

CONSULTANT will prepare and submit the project schedule to the RTC Project Manager for review and approval. The approved schedule will be the baseline schedule for the

project. The schedule will be prepared in Microsoft Project in the form of a Gantt chart and show a deliverables schedule, critical path items of work, and other relevant data needed to manage the work. Schedule submittals will be provided in PDF format. The CONSULTANT will maintain the project schedule to track project progress and update it as needed.

1.2 Project Coordination

CONSULTANT'S Project Manager will be responsible for ongoing project coordination of CONSULTANT activities for the duration of work. CONSULTANT'S Project Manager will keep the RTC Project Manager well informed of progress with bi-weekly informal briefings via email or phone call.

CONSULTANT will hold a project kickoff meeting with RTC staff. CONSULTANT'S Project Manager will participate in conceptual and 30% design review meetings and shall meet as necessary with RTC staff to discuss project requirements.

1.3 Quality Assurance and Quality Control

CONSULTANT is responsible for ensuring a comprehensive, independent quality review is done for every project deliverable. QA/QC procedures will remain in force during the performance of services identified herein. CONSULTANT will maintain written records of all activities.

Deliverables:

- 1.0 Monthly invoices and progress report
- 2.0 Project schedule
- 3.0 Kick off meeting agenda and notes
- 4.0 Conceptual design review meeting agenda and notes
- 5.0 30% design review meeting agenda and notes

2.0 Investigation of Existing Conditions

2.1 Obtain and Review Existing Information

CONSULTANT will coordinate with RTC to obtain data relevant to the design within the Project and surrounding area, including but not limited to hydrologic, hydraulic, and drainage analyses, studies, and data, regional analyses and studies, geotechnical data and reports, traffic studies, corridor study, record information and/or mapping of existing and proposed developments and roadways, past project as-builts, aerial imagery, and Washoe County GIS data. CONSULTANT will review applicable studies and reports for relevance to the Project.

2.2 Geotechnical Desktop Study

CONSULTANT will complete a desktop study to provide an idea of anticipated

geotechnical and pavement conditions based on existing information. CONSULTANT will perform a literature review of published geologic maps, available geotechnical reports, and as-built plans. CONSULTANT will prepare a geotechnical desktop study including the following:

- Description of the project site with the geologic mapping and anticipated geologic conditions
- Nearby geotechnical explorations with general locations and geotechnical conditions
- Existing structural section thicknesses based on As-Built plans and existing geotechnical/pavement information
- Anticipated subgrade soil conditions and characteristics
- Geotechnical considerations related to the future design and construction

The desktop study is intended to support the preliminary design level efforts. Additional geotechnical work including boring, coring, and subgrade laboratory testing to allow formulation of recommendations for design and construction of the project will be required during future design phases. In addition, CONSULTANT recommends FWD testing and GPR data collection during the final design as part of a future scope.

2.3 Pavement Condition Assessment and Feasible Rehabilitation Treatments

CONSULTANT will visit the site and perform a visual condition assessment of the pavement to document existing distress types and extent of distress. CONSULTANT will coordinate with NDOT regarding completed and anticipated maintenance treatments. Based on the results of the visual condition assessment, geotechnical desktop study, and maintenance activities, CONSULTANT will develop a list of feasible pavement rehabilitation treatments that would be appropriate for the pavement. CONSULTANT will prepare a draft existing pavement conditions memo to summarize the findings of the visual condition assessment and the pavement rehabilitation treatments, incorporate one round of consolidated RTC and NDOT review comments, and prepare a final existing pavement conditions memo. A pavement design report is not included and will be required as design progresses as part of a future scope.

2.4 Topographic Survey

CONSULTANT will provide preliminary right-of-way mapping services associated with the Project. CONSULTANT will coordinate with Washoe County's GIS department to obtain current GIS level boundary shape files relative to the Project right-of-way. CONSULTANT will compile this data into a standalone digital boundary base map in AutoCAD format.

CONSULTANT will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum with the combination factor of 1.000197939 and the Reno Vertical Control System based on the North American Vertical Datum (NAVD 88) vertical datum. CONSULTANT will utilize the survey control network to conduct a topographic survey

within the roadway right-of-way and 50' beyond the right-of-way at street intersections. The survey will consist of gathering survey data associated with ground topography and drainage features, existing property corners encountered, roadway centerline monuments, trees in excess of 6" in diameter, existing roadway and site improvements, roadway striping, evidence of existing utilities, storm drain and sanitary sewer dips, planometrics (buildings, fences, signs, power poles, etc.), and any other pertinent physical features as determined applicable.

CONSULTANT will utilize the data gathered in the field to prepare a digital base map for the Project. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations, roadway and site improvements, striping, plantometrics, and evidence of existing utility services (i.e., existing telephone or power, water, gas, storm drain, and sanitary sewer infrastructure).

2.5 Utility Investigation and Coordination

- a. Initial Utility Investigation: CONSULTANT will investigate all subsurface utilities within the proposed area of improvements, roadway right-of-way, and adjacent areas that may be affected by the project in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. CONSULTANT will contact each utility owner within the project area to request mapping. Utility company drawings will be utilized in conjunction with the survey field information to map underground infrastructure. Deliverable will include depiction of all underground utilities within the project area, roadway right-of-way, and adjacent areas that may be affected by the project on plans developed under Task 7, Preliminary Design.
- b. Utility Coordination: Based on field investigation, CONSULTANT will provide RTC with a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project.

CONSULTANT will distribute the 30% design review submittal to utility agencies for review and comment and provide RTC with Utility Agency review comments.

Monthly utility coordination meetings, coordination with the utility agencies for upcoming work, facility relocation and new installation, evaluation of potential conflicts through field investigation, and investigation of conflict resolution strategies are not included and should be included during the final design as part of a future scope.

2.6 Traffic Study Update

CONSULTANT will collect current condition traffic data to validate the prior traffic analysis and/or serve as a baseline for existing traffic volumes and for review of travel demand model outputs compared to actual existing traffic.

CONSULTANT will:

- Conduct new AM and PM peak period (7 to 9 AM and 4 to 6 PM) turning movement counts (including bike/ped movements) at the following location:
 - Scottsdale Road / Sun Valley Blvd
- Collect seventy-two (72) hour duration bi-directional road segment classification counts using pneumatic tube counters at the following locations, primarily for pavement design purposes:
 - Sun Valley Blvd - between Scottsdale and El Rancho
 - Sun Valley Blvd - between El Rancho and W. 2nd Ave
 - Sun Valley Blvd - between W. 2nd Ave and W. 7th Ave
- Provide the average daily truck traffic and prepare an informal estimate of the truck traffic from the future commercial developments for pavement design purposes
- Update existing lane configurations and controls at the study intersections
- Obtain new NDOT crash history data and create a basic summary, identifying any crash hot spots in the corridor
- Use the RTC and CONSULTANT collected turning movement counts to update AM and PM peak hour existing conditions traffic volumes for the study intersections
- Review existing condition daily traffic volumes (ADTs) on key roadway segments
- Update traffic operations analysis and level of service calculations for the existing AM and PM peak hours for up to six (6) study intersections using Synchro/SimTraffic software. The six intersections to be studied are:
 - Scottsdale Road / Sun Valley Blvd
 - El Rancho Drive / Sun Valley Blvd
 - W. 1st Ave / Sun Valley Blvd
 - W. 2nd Ave / Sun Valley Blvd
 - W. 4th Ave / Sun Valley Blvd
 - W. 5th Ave / Sun Valley Blvd
- Review Washoe County RTC's current travel demand model for the corridor, considering the Pyramid-395 connector project
- Consider the connection of the Pyramid-US 395 Connector to Sun Valley Blvd
- Update forecasts for future daily traffic volumes for the corridor (20-year horizon or later based on available travel demand model scenarios)
- Determine traffic growth rates on the study segments based on the model, and any agreed manual adjustments, and apply the resulting growth rates to the existing turning movement counts to develop 20+ year horizon turning movement volumes
- Update the traffic operations analysis and perform intersection level of service calculations for the future AM and PM peak hours for up to six (6) study intersections using Synchro/SimTraffic software
- Determine ultimate lane configuration needs and necessary turn pocket/storage lengths

CONSULTANT will document the updated study process, traffic forecasting, analysis findings, recommendations, and present the recommended corridor configuration. The “executive summary” style report will include:

- Introduction, Purpose, & Goals
- Data Collection & Existing Conditions
- Traffic Forecasting & Operations Analysis
- Summary of bicycle, pedestrian, and transit facilities
- Access Management Recommendations
- Multimodal Safety Recommendations
- Lane Configuration & Queue Storage Recommendations
- Pavement Design Traffic/Truck Volumes

CONSULTANT will provide a draft executive summary style report, incorporate one round of consolidated RTC, NDOT, Washoe County, Sun Valley General Improvement District (SVGID) and COR review comments, and provide a final executive summary style report (20 pages or less, not including appendices).

Deliverables:

- 1.0 Draft and final data review technical memorandum
- 2.0 Draft and final geotechnical desktop summary
- 3.0 Draft and final existing pavement condition memorandum
- 4.0 Boundary base map
- 5.0 Topographic survey base map
- 6.0 Utility mapping requests
- 7.0 Draft and final executive summary style traffic report

3.0 Conceptual and Alternative Drainage Analysis

Utilizing the existing data obtained in Task 2.1, CONSULTANT will determine what additional analysis is needed to understand existing drainage conditions and the opportunities and constraints for potential improvements, both within the Sun Valley corridor and regionally. CONSULTANT will perform the analysis using the most appropriate methodology following the standards outlined in the 2006 NDOT Drainage Manual for conceptual design and alternative development.

Formulation of Alternatives

CONSULTANT will generate up to three (3) conceptual alternatives to address the drainage conditions of the Project area. The alternatives will address the collection of both off- and on-site flow within the Sun Valley Boulevard right-of-way, conveyance through the corridor, and connection to downstream facilities. The alternatives will aim to minimize negative impacts to upstream and downstream properties and adhere to NDOT drainage standards. CONSULTANT will prepare a draft evaluation matrix that includes evaluation criteria such as estimated construction cost, right-of-way impacts, maintenance requirements including the entity that would be required to perform the maintenance, and

other identified stakeholder priorities. CONSULTANT will prepare plan-view figures and a conceptual drainage design memo and submit the memo to RTC, the City of Reno, and additional stakeholders as required. CONSULTANT will facilitate one (1) conceptual drainage meeting with RTC, NDOT, COR, COS, SV GID, and Washoe County as appropriate via zoom to present and discuss the alternatives. The goal of the meeting will be to eliminate any unsatisfactory alternatives, identify any additional drainage components not included in the initial alternatives and finalize the evaluation matrix criteria.

Evaluation of Alternatives and Identification of Preferred Alternative

Based on the outcome of the conceptual drainage meeting and comments, CONSULTANT will refine the conceptual level drainage alternatives into three (3) feasible alternatives to address the identified drainage issues. CONSULTANT will complete additional analysis and conceptual design necessary to evaluate each alternative with the established evaluation criteria. The evaluation of each alternative will include the drainage impacts, estimated construction costs, plan view, profile view of major channel or storm drains, and identification of right-of-way impacts. Using the results of the evaluation matrix, the CONSULTANT will recommend a preferred alternative. CONSULTANT will prepare an administrative draft of an alternative drainage report and submit it to RTC. The report will summarize the previous studies completed, the methods and results of the additional analysis performed, a narrative description of each alternative, the methods and results of the evaluation of each alternative, and a recommended preferred alternative. Based on comments from RTC, CONSULTANT will refine the draft and submit a draft alternative drainage report to NDOT and other appropriate stakeholders. After receipt of comments, CONSULTANT will schedule, facilitate, and provide notes for a meeting with RTC, NDOT and other appropriate stakeholders to review the alternatives, resolve any outstanding comments, and finalize a preferred alternative to carry forward to preliminary design. CONSULTANT will prepare and submit a final alternative drainage report to RTC and other appropriate stakeholders.

Deliverables:

- 1.0 Draft conceptual drainage memo and figures
- 2.0 Agenda and notes for conceptual drainage meeting
- 3.0 Administrative draft, draft, and final alternative drainage report
- 4.0 Agenda and notes for alternative drainage meeting

4.0 Conceptual Design

CONSULTANT will develop the preferred alternative from the Sun Valley Boulevard Final Corridor Report into conceptual (10%) design. CONSULTANT will prepare a plan view long plot of the preferred improvements on aerial imagery and develop a protected bike lane alternative specifically in areas where the speed limit exceeds 35 mph. The conceptual design will include bicycle and pedestrian facilities (including bike lanes, sidewalk, pedestrian crossings and ramps), identification of transit stops for improvements, pedestrian and street lighting, landscape opportunities, roadway realignments, intersection configurations, and medians.

CONSULTANT will incorporate the access management, multimodal safety, and lane configuration recommendations from the traffic study completed in Task 2.6.

CONSULTANT will incorporate the drainage improvements preferred alternative from Task 3.0.

If pavement rehabilitation is recommended as a result of Task 2.3 and deemed a part of the project, CONSULTANT will incorporate the pavement rehabilitation alternatives.

The conceptual plan set will include, as a minimum, the following estimated number of sheets:

- (9) Roadway Plans (double plan view at 1" =40' scale)

CONSULTANT will prepare up to seven cross-sections demonstrating the preferred alternative and bike lane alternatives for various roadway segments in the corridor.

CONSULTANT will coordinate with RTC, NDOT, SVGID, and Washoe County regarding their preference for lighting and landscape throughout the corridor. CONSULTANT will facilitate a meeting with the appropriate parties to identify landscape design standards and goals to be applied to the Project that are consistent with the Phase 1 aesthetics and meet the intent of the Final Corridor Report. The landscape design standards established in the meeting will be represented in the conceptual design.

CONSULTANT will develop up to five visual simulations for use in presenting the conceptual design to project stakeholders.

CONSULTANT assumes the preferred alternative from the Final Corridor Report will remain the preferred alternative. Alternatives development and analysis are not included. Conceptual design of community wide pedestrian facilities on side streets is not included.

CONSULTANT will prepare a conceptual level cost estimate based on quantities and recent construction bid unit costs.

Deliverables:

1. Preferred alternative conceptual plans
2. Preferred alternative cross-sections (up to 5)
3. Preliminary and final conceptual landscape master plan
4. Visual simulations (up to 5)
5. Conceptual level cost estimate

5.0 Public Outreach

5.1 Public Outreach and Involvement Plan

CONSULTANT will develop a Public Outreach and Involvement Plan that outlines

specific objectives, organization and roles of stakeholders, and a schedule of target activities to accomplish the objectives of the Project. The Plan will include a proactive public involvement process for all stages of project development. The objectives of the proactive public involvement processes should include early and continuous involvement; reasonable public availability of technical and other information; collaborative input on design, mitigation needs; open public meetings; and open access to the decision-making process prior to closure.

As a component of the Plan, CONSULTANT will develop and maintain a stakeholder database that includes Project team members, elected officials, businesses, agencies residents and neighborhood and community organizations. The database will be a single master database and will be updated as needed. The database will also include a comprehensive list of all comments/questions received and the responses returned. Comments will be responded to by the public involvement team with approval from the RTC or by RTC staff directly.

5.2 Public Information Meeting

CONSULTANT will prepare, participate and assist with facilitation, and document up to one (1) in person public information meeting. The meeting will be specific to presentation of conceptual design. CONSULTANT will provide RTC will all publicly viewed information, including mailers and exhibits, two weeks prior to their public release for review and comment.

Public involvement and outreach tasks, activities and deliverables for the public information meeting include:

- Developing a public meeting planning schedule
- Hosting and attending two (2) pre-public information meetings with the RTC to discuss and review exhibits, topics, and appropriate responses to questions
- Establishing meeting dates, times and locations
- Designing and preparing bilingual mailers (for a minimum distance of ¼ mile from the project area)
- Designing and preparing newspaper advertisements
- Coordinating with the RTC's Communications Team for drafting and distributing a press release
- Preparing a sign-in sheet and comment form and documenting participation
- Documenting and responding to public comments
- Prepare PowerPoint presentations, displays, exhibits and graphics
- Provide professional translation of materials into Spanish
- Preparing a meeting summary
- Providing materials to the RTC for a virtual public meeting component

It is assumed the RTC will cover the direct costs associated with the meeting venues, print ads, court reporter, Spanish translator, and mailers directly and those costs are not included as part of the CONSULTANT'S fee.

5.3 Stakeholder Meetings

CONSULTANT will be available for one-on-one briefings/meetings with and presentations to community stakeholders as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to three (3) one-on-one presentations and/or meetings during the course of this project. CONSULTANT will prepare presentation materials as directed by RTC.

5.4 Advisory Committee Meetings

CONSULTANT will arrange and participate, as needed, in two (2) advisory committee meetings. These meetings include the Washoe County Sun Valley Citizens Advisory Board (CAB) and the City of Reno Neighborhood Advisory Board (NAB). These efforts shall be coordinated with the RTC Communications Team. CONSULTANT will assist in preparing meeting materials and a presentation as requested by the RTC Project Manager. Advisory committee meetings shall be documented and include the group name, time and location, summary of topic, and issues, comments and questions raised.

Deliverables:

1. Draft and final public outreach and involvement plan
2. Stakeholder database
3. Draft and final public information meeting print ads, mailers, exhibits, handouts, and presentation
4. Summary of public information meeting comments
5. Stakeholder meetings presentation materials
6. Advisory committee meetings presentation materials and documentation

6.0 Agency Coordination

CONSULTANT will assist RTC in development of interlocal agreements. CONSULTANT will coordinate with local agencies, utility companies, and other stakeholders as necessary to develop the agreements. CONSULTANT assumes coordination may be needed with NDOT, City of Sparks, City of Reno, Washoe County, Sun Valley GID, and utility companies. CONSULTANT will assist with developing scopes of work, cost estimates, and exhibits that may be a part of said agreements.

Deliverables:

1. Technical information to support the development of interlocal agreements

7.0 Preliminary Design

CONSULTANT will develop the conceptual design, from task 4.0, into preliminary (30%) plans including topographic and right of way mapping (task 2.4), utility mapping (task 2.5), grading and drainage, bicycle and pedestrian improvements, traffic signal and pedestrian crossings, landscaping, and lighting.

CONSULTANT will coordinate with RTC transit for identification of preliminary capital improvements at transit stops within the Project including stops that may receive a shelter with bench and trash can, bench and trash can only, bench only, trash can only, or no improvements.

CONSULTANT will prepare the preliminary construction cost estimate based on a quantity estimate. The estimate will be in Microsoft Excel, and the basis for unit costs will be the most recent construction cost data available to CONSULTANT.

The preliminary construction plans will be on 22" x 34" size sheets and will include, as a minimum, the following estimated number of sheets:

156 Civil Site Design Sheets:

- Cover Sheet
- General Notes, Legend, and Abbreviations
- (2) Sheet Index
- (22) Demolition Plans (at 1" =20' scale)
- (35) Improvement Plans (at 1" =20' scale)
- (26) Profile Sheets (at 1" =20' scale)
- (35) Drainage Plan and Profiles (at 1" =20' scale)
- (22) Striping and Signage Plans (at 1" =20' scale)
- (12) Detail Sheets (scales as noted)

24 Landscape Sheets:

- (18) Planting Plan (at 1" =20' scale)
- (6) Planting Details (scales as noted)

13 Electrical Sheets:

- Symbols, Abbreviations, and General Notes
- (12) Electrical Plans (at 1" =20')

8 Traffic Sheets:

- (6) Signal/RRFB Modification Sheets
- (2) RRFB Modification Sheets

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."

Plans will be submitted to the RTC, NDOT, COR, Washoe County, utility agencies and other affected parties for review at the 30% stage of completion per the following:

- 30% Plans – Two 11”x17” sets and electronic (PDF) to RTC, electronic (PDF) set to Local Entity, and electronic (PDF) set to each utility agency and other affected parties.

An independent checker will check, initial and date each plan sheet.

Design plans will be compatible with AutoCAD Civil 3D with all design elements containing appropriate 3D references/properties. The plan set will consist of graphic representation reviewed by a licensed Nevada Professional Engineer showing necessary plans, elevations, and details. All drawings will be black ink on paper to facilitate photocopying. The drawings and details will be consistent with RTC, NDOT, Washoe County, and COR standards.

8.0 Programmatic Categorical Exclusion for Geotechnical Investigation

8.1 Environmental Checklist/Categorical Exclusion (CE)

This scope of work is based on the understanding that geotechnical borings could occur anywhere within the right of way, paved or unpaved. Based on known existing conditions, and prior experience working with NDOT and the FHWA, CONSULTANT anticipates this geotechnical investigation is categorically excluded under NEPA and requires an Environmental Checklist with supporting exhibits identified below, to document compliance with statutory requirements.

A Categorical Exclusion under NEPA exempts a project from NEPA, but still requires compliance with the range of federal statutes, laws, and executive orders governing environmental protection. In addition to the technical studies outlined below, NCE will complete the NDOT Categorical Exclusion checklist and environmental review record to determine no unusual circumstances apply, which includes:

- Project Purpose and Need
- Project Description and Project Figures
- Right-of-Way/Easements
- Cultural Resources (technical study to be attached)
- Wetlands (technical study to be attached)
- Floodplain Map(s)
- Biology (technical study to be attached)
- Section 4(f) and Section 6(f)
- Farmland Map
- Coastal Zone Map
- Hazardous Waste and Materials
- Wild and Scenic Rivers

- Air Quality discussion
- Socioeconomics and Environmental Justice discussion
- Dust and Noise Control
- Environmental Commitments

CONSULTANT will complete a draft CE checklist, environmental review record, and geotechnical work plan for review by RTC and NDOT. Comments will be integrated, and final documentation provided to NDOT.

The Project's direct Area of Potential Effect (APE) will be defined. It is assumed the area of direct impact will consist of the existing right-of-way. Following issuance of a notice to proceed, CONSULTANT will coordinate with the RTC, NDOT, and the SHPO to clarify the limits of the APE.

Technical study of air quality and noise, hazardous materials, title VI and environmental justice, section 4f parks and 6f recreation lands, wildlife and waterfowl refuges, and historic sites are not included based on the scope of work being limited to geotechnical borings only.

Deliverables:

1. Draft and final environmental checklist/categorical exclusion
2. APE map
3. Geotechnical work plan

8.2 Biological Resources

In support of the environmental checklist, CONSULTANT will conduct background research to determine which special status species (SSS), or their habitat, have the potential to occur within the project area. The background research will involve obtaining up-to-date sensitive, rare, or listed species information from the US Fish and Wildlife Service (USFWS), Nevada Division of Wildlife (NDOW), and the Nevada Natural Heritage Program (NNHP). NCE will also obtain and review technical studies from nearby projects, project site photographs, and site mapping.

Following the background research, CONSULTANT will conduct an SSS reconnaissance-level field survey. The purpose of the reconnaissance-level field survey will be to determine if SSS or their habitat is present within the defined project area, to verify the results of the database research, identify existing or potential raptor or migratory bird nests, existing or potential bat roosting sites, and document noxious weeds present within the project area. The field survey will be conducted during the spring/summer/early fall months, beginning around sunrise, and lasting through mid-morning, and will occur during favorable weather (no rain or snow).

Using the information gathered during the background research and information gained during the field survey, CONSULTANT will prepare and submit a draft biological resources letter report. Upon receipt of consolidated comments to the draft letter report,

CONSULTANT will prepare and submit a final letter report. CONSULTANT assumes no SSS will be identified within the project area and no impact to SSS will occur.

Deliverables:

1. Draft and final biological resources letter report

8.3 Cultural Resources Feasibility Study

Currently, the level of effort to comply with Section 106 of the National Historic Preservation Act (NHPA) is unknown. NDOT, administered through the FHWA, will be the lead agency. CONSULTANT's experience on similar transportation projects suggests NDOT may exempt the Project regarding Section 106 using an internal process. Therefore, CONSULTANT suggests limiting the current scope of work to include only those tasks necessary to determine what level of effort may be necessary (i.e., a Feasibility Study). Tasks include agency coordination, Area of Potential Effect (APE) development, and archival research.

The Project's APE will include both an area of direct impact and an area of indirect impact. It is assumed the area of direct impact will consist of the existing right-of-way. For the geotechnical work, because no vertical project elements are proposed, the area of indirect impact will be considered coincident with area of direct impact.

CONSULTANT will conduct sufficient archival research to both inform expectations in the field and to develop historic contexts necessary for subsequent resource evaluations. Archival research will include a search of the NVCRIS, historic USGS maps, NDOT archives, and, as appropriate, BLM agency files. Land-use records and various historic maps (e.g., GLO plat maps, county and state maps) will be reviewed. Digital records maintained by the University of Nevada Special Collections Library, the Nevada Historical Society, the Nevada State Library and Archives, and the County assessors/recorders' offices will also be examined, as deemed appropriate.

The results of the Cultural Resources Feasibility Study and recommendations for next steps will be drafted in a brief technical Report and delivered to RTC for review and comment. Within 15 days of receiving draft consolidated comments from RTC, CONSULTANT will finalize the report and resubmit it to RTC.

CONSULTANT assumes NDOT will exempt the geotechnical investigation from a full cultural resources investigation and a formal archaeological inventory will not be required, NDOT will be responsible for Native American consultation, and archeological monitoring of the investigation will not be required.

Deliverables:

1. Draft and final Cultural Resources Feasibility Study Letter Report
2. Screening Form

8.4 Aquatic Resources

Using the APE, a formal USACE aquatic resources delineation will be conducted, and an USACE Aquatic Resources Delineation Report will be prepared. This effort will involve field work, the preparation of a USACE draft Aquatic Resources Delineation Report, a final Aquatic Resources Delineation Report, and a Request for Aquatic Resources Delineation Verification or Jurisdictional Determination will be prepared to support the Final Aquatic Resources Delineation Report.

Prior to any field work, CONSULTANT will conduct a data review of the project's APE. The data review will include United States Geological Survey (USGS) topography, United States Fish and Wildlife Service (USFWS) National Wetland Inventory data, imagery, determination of the Natural Resources Conservation Service (NRCS) listed soils as hydric or non-hydric soils, review of climate data, and the preparation of field maps. The field maps will be prepared, and field data will be collected based on the following resources:

- 1987 Corps of Engineers Wetland Delineation Manual
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0), September 2008
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States, August 2008
- Minimum Standards for Acceptance of Aquatic Resources Delineation Reports for the Sacramento District, issued January 2016
- Updated Map and Drawing Standards for the South Pacific Division Regulatory Program, issued February 10, 2016

CONSULTANT will conduct a formal USACE aquatic resources delineation. As part of the aquatic resources delineation, CONSULTANT will map soil pit locations (when delineating wetlands or springs) and potential jurisdictional aquatic resources using ESRI ArcGIS software and provide these data to RTC. For each potentially jurisdictional aquatic resource (or set of associated aquatic resources such as wetlands adjacent to a drainage), CONSULTANT will follow USACE protocol by determining if a significant nexus exists between the delineated feature and a traditional navigable waterway.

CONSULTANT will provide a digital copy of the draft Aquatic Resources Delineation Report to RTC for review. CONSULTANT will obtain, review, and integrate appropriate comments submitted by RTC; CONSULTANT will then revise the draft Aquatic Resources Delineation Report and submit the final Aquatic Resources Delineation Report, Aquatic Resources Excel spreadsheet, and the GIS metadata to the USACE. CONSULTANT will also prepare a Request for Aquatic Resources Delineation Verification or Jurisdictional Determination for submittal to the USACE, this is required to accompany the Final Aquatic Resources Delineation Report submittal. A digital copy of the final documents will be provided to RTC.

CONSULTANT assumes if aquatic resources are identified, geotechnical borings will be placed away from the aquatic resources thus avoiding permitting requirements. USACE and NDEP permit applications are not included and may be required in the next scope of work.

Deliverables:

1. Draft Aquatic Resources Delineation Report to RTC
2. Final Aquatic Resources Delineation Report (pdf), Aquatic Resources Excel spreadsheet (digital copy), and GIS digital data delivered to USACE, and RTC via email (or ftp)

9.0 Design Contingency (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1.0 to 8.0. 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-2

KEY PERSONNEL

Key personnel assigned to this project include:

- Angie Hueftle, PE – Project Manager
- Franz Haidinger, PE – QA/QC
- Mary Horvath, PE, CFM – Drainage Lead
- Michon Reede, PE – Engineering Lead
- Kirk Howell – Design Lead
- Christine Davis, PE – Drainage Support
- Scott Kobs, PE – Project Engineer II
- Gail Ervin, PhD – NEPA Lead
- Debra Lemke, PWS – Aquatic Resources Lead
- Jeremy Hall, RPA – Cultural Resources Lead
- Dave Rios, CPESC – Biological Resources Lead
- Matthew Gaber, RLA – Landscape Architecture Lead
- Erik Lee, PE (BBV) – Topographic Mapping and Survey
- Grant Alexander, PLS (BBV) – Topographic Mapping and Survey
- PK Electrical – Electrical Engineering
- Headway Transportation – Traffic Engineering
- CME – Geotechnical Engineering
- MJT Consulting, LLC – Public Outreach

EXHIBIT A-3

Sun Valley Multimodal Preliminary Project Schedule

Activity	Begin	End	Duration
NTP	October 2023		
Obtain & Review Existing Information	November 2023	November 2023	1 month
Develop Conceptual Drainage Concepts & Report	December 2023	March 2024	4 months
Review & Approval of Concepts	April 2024	April 2024	1 month
Develop Drainage Alternatives & Report	May 2024	August 2024	4 months
Review, Approval, Selection of Preferred Drainage Alternative	September 2024	September 2024	1 month
Conceptual Roadway Design & Public Outreach *	June 2024	September 2024	4 months
30% Design	October 2024	January 2025	4 months
60% Design	February 2025	June 2025	5 months
Technical Studies & NEPA	January 2025	February 2026	14 months
90% Design	July 2025	February 2026	8 months
Final Design	March 2026	April 2026	2 months
Advertise for Bids	May 2026	June 2026	2 months
Construction	July 2026	December 2027	18 months

*Assumes approval of drainage conveyance method through the corridor is obtained prior to selection of a regional preferred alternative. If not, conceptual roadway design to start in October 2024.

EXHIBIT B-1 through B-2

EXHIBIT B-1: NCE SCHEDULE OF CHARGES 2023

EXHIBIT B-2: FEE SUMMARY



EXHIBIT B-1: SCHEDULE OF CHARGES 2023

PROFESSIONAL SERVICES

Principal.....	\$310/hour
Associate	\$245/hour
Senior II	\$215/hour
Senior I	\$205/hour
Project II	\$195/hour
Project I	\$180/hour
Staff II	\$170/hour
Staff I	\$155/hour

TECHNICAL SERVICES

Senior Construction Manager*.....	\$160/(\$185-PW)/hour
Construction Inspector*	\$140/(\$165-PW)/hour
Senior Designer	\$170/hour
CADD Designer	\$150/hour
CADD Technician.....	\$130/hour
Senior Field Scientist	\$135/hour
Field Scientist	\$115/hour
Senior Technician*	\$140/(\$165-PW)/hour
Field/Engineering Technician*	\$115/(\$140-PW)hour
Project Administrator	\$130/hour
Technical Editor	\$115/hour
Clerical	\$105/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	\$380/hour
Court Appearances & Depositions	\$575/hour

EQUIPMENT

Plotter Usage.....	(separate fee schedule)
Truck	\$115/day
Automobile.....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$4,000/Day
Coring	\$5,000/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.....cost + 15%

COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing and copying
.....	project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations

Task No.	Description	Hourly Rate	Principal	Associate	Senior I	Project II	Project I	Senior Designer/ Landscape Designer	CAD Designer	Staff II	Staff I	Senior Construction Manager	Staff Field Scientist/ Technical Editor	GIS Technician	Clerical	Expenses	Subconsultant	Totals
			\$310.00	\$245.00	\$205.00	\$195.00	\$180.00	\$170.00	\$150.00	\$170.00	\$155.00	\$160.00	\$115.00	\$130.00	\$105.00			
1	Project Management	56	144	0	0	40	0	0	0	0	0	0	0	0	0	19		259
	1 Team and Project Management			102												19	\$200	\$27,185.00
	2 Project Coordination			42				40									\$150	\$17,640.00
	3 Quality Assurance and Quality Control		56															\$17,360.00
	Subtotal Fees	\$17,360.00	\$35,280.00	\$0.00	\$0.00	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,995.00	\$350.00	\$0.00	\$62,185.00
2	Investigation of Existing Conditions	7	18	0	11	85	38	36	0	100	4	0	0	0	4			303
	1 Obtain and Review Existing Information		3	16		4	40	20					4				\$150.00	\$17,020.00
	2 Geotechnical Desktop Study				1	11												\$7,965.00
	3 Pavement Condition Assessment and Feasible Rehabilitation T		2	2		6	12	2			20				4	\$75.00		\$8,375.00
	4 Topographic Survey						6	36										\$90,000.00
	5.a Utility Investigation		1			24	6				80							\$50.00
	5.b Utility Coordination					8												\$1,440.00
	6 Traffic Analysis		1				4											\$61,770.00
	Subtotal Fees	\$2,170.00	\$4,410.00	\$0.00	\$2,145.00	\$15,300.00	\$6,460.00	\$5,400.00	\$0.00	\$15,500.00	\$640.00	\$0.00	\$0.00	\$0.00	\$420.00	\$275.00	\$189,260.00	\$211,980.00
3	Conceptual and Alternative Drainage Analysis	42	138	338	229	0	111	0	0	0	0	0	0	0	15			873
	Additional Analysis			10	40	20											\$150.00	\$14,700.00
	Formulation of Alternatives		5	20	60	60		15										\$33,000.00
	Conceptual Level Drainage Memo		4	20	50	35		25										\$27,465.00
	Conceptual Drainage Meeting		4	4	8	10		5									\$50.00	\$6,710.00
	Evaluation of Alternatives		15	40	60	40		20										\$37,950.00
	Admin Draft Alternative Drainage Report		4	20	50	30		20										\$25,640.00
	Draft Alternative Drainage Report		4	10	40	10		10										\$15,540.00
	Final Alternative Drainage Report		2	6	20	14									15	\$50.00		\$12,245.00
	Alternative Design Resolution Meeting		4	8	10	10		6										\$8,220.00
	Subtotal Fees	\$13,020.00	\$33,810.00	\$69,290.00	\$44,655.00	\$0.00	\$18,870.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,575.00	\$250.00	\$0.00	\$181,470.00
4	Conceptual Design	40	8	0	8	148	172	155	0	40	0	0	0	0	0			571
	Conceptual Plans		20	8		96	100	90									\$150.00	\$26,070.00
	Cross-Sections (up to 7)		2			6	25										\$50.00	\$5,440.00
	Landscape Coordination and Conceptual Design		10			12	60										\$2,500.00	\$17,960.00
	Visual Simulations (up to 5)		4			8	40	6	40									\$50.00
	Cost Estimate		4							40								\$10,200.00
	Subtotal Fees	\$12,400.00	\$1,960.00	\$0.00	\$1,560.00	\$26,640.00	\$29,240.00	\$23,250.00	\$0.00	\$6,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$28,570.00	\$130,070.00
5	Public Outreach	19	0	0	0	76	0	86	0	0	0	0	0	0	0			181
	1 Public Involvement Plan					4												\$6,750.00
	2 Public Information Meeting		8			20		50									\$1,000.00	\$36,330.00
	3 Stakeholder Meetings		9			42		24										\$100.00
	4 Advisory Committee Meetings		2			10		12										\$50.00
	Subtotal Fees	\$5,890.00	\$0.00	\$0.00	\$0.00	\$13,680.00	\$0.00	\$12,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00	\$30,000.00	\$63,620.00
6	Agency Coordination	24	0	0	0	40	16	0	0	0	0	0	0	0	2			82
	Agreement Development and Coordination		24			40	16								2		\$150.00	\$17,720.00
	Subtotal Fees	\$7,440.00	\$0.00	\$0.00	\$0.00	\$7,200.00	\$2,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$150.00	\$0.00	\$17,720.00
7	Preliminary Design	80	58	0	120	200	380	400	0	480	40	0	0	0	16			1,865
	Civil Design		60	58		120	200	380	400		480	40			16			\$296,440.00
	Landscape Design		30				100	60										\$35,300.00
	Lighting Design						24											\$10,500.00
	Traffic Signal Modifications Design						24											\$85,960.00
	Subtotal Fees	\$24,800.00	\$14,210.00	\$0.00	\$23,400.00	\$36,000.00	\$99,760.00	\$69,000.00	\$0.00	\$74,400.00	\$6,400.00	\$0.00	\$0.00	\$1,680.00	\$250.00	\$0.00	\$96,460.00	\$436,360.00
8	Categorical Exclusion for Geotechnical Investigation	20	30	42	29	0	0	0	0	30	92	0	56	72	10			441
	1 Environmental Checklists/CE		16	30		29				30	92		56	72	10			\$25,130.00
	2 Biological Resources			5							45		2		2	\$115.00		\$8,755.00
	3 Cultural Resources Feasibility Study		3		42	60							16			\$115.00		\$23,435.00
	4 Aquatic Resources		1	25							47		28	24		\$290.00		\$20,350.00
	Subtotal Fees	\$6,200.00	\$7,350.00	\$8,610.00	\$17,355.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,100.00	\$14,260.00	\$0.00	\$6,440.00	\$9,360.00	\$1,050.00	\$520.00	\$1,425.00	\$77,670.00
9	Design Contingency (Optional)																	\$50,000.00
	Total Design Services	\$89,280.00	\$97,020.00	\$77,900.00	\$89,115.00	\$106,020.00	\$147,050.00	\$110,550.00	\$5,100.00	\$110,360.00	\$7,040.00	\$6,440.00	\$9,360.00	\$6,930.00	\$3,195.00	\$315,715.00	\$1,231,075.00	

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: Jessica Dover, Project Manager

SUBJECT: Arrowcreek Parkway and Wedge Parkway Rehabilitation Project

RECOMMENDED ACTION

Approve a contract with Lumos and Associates, Inc., for professional engineering services for the Arrowcreek Parkway and Wedge Parkway Rehabilitation Project, in an amount not-to-exceed \$885,020.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Lumos and Associates, Inc. (Lumos) is for professional design services for the Arrowcreek Parkway (Pkwy) and Wedge Pkwy Rehabilitation Project (Project) in the amount of \$722,070 and optional engineering services in the amount of \$122,950. Project contingency in the amount of \$40,000 is also included in the agreement.

Per the 2023 Street & Highway Program Policy, Pavement Preservation Projects Category, the RTC has identified the following roadways as eligible candidates for corrective and/or rehabilitation/reconstruction treatments: Wedge Pkwy from Whites Creek Ln to just north of the Mount Rose Hwy, and Arrowcreek Pkwy from +/- 815' West of Geyser Rd to +/- 825' Northeast of Wedge Pkwy. An additional section of Arrowcreek Pkwy, from +/- 815' West of Geyser Rd to Thomas Creek Rd, will be evaluated for appropriate pavement maintenance treatment options.

Improvements may include, but are not limited to: portions of sidewalk, curb, gutter, median, driveway, and pedestrian ramp evaluation and replacement, pavement corrective and/or rehabilitative treatments, utility adjustments, potential storm drain inlet upgrades, striping modifications, and signage.

Within the proposed Wedge Pkwy Project limits, the Right-of-Way is depicted as City of Reno per the Washoe Regional Mapping System. Arrowcreek Pkwy from 815' West of Geyser Rd to 825' East of Wedge Pkwy is also depicted as City of Reno Right-of-Way. The additional pavement section to be evaluated, Arrowcreek Pkwy from 815' West of Geyser Rd to Thomas Creek Rd, is depicted as Washoe County Right-of-Way.

After completion of preliminary design efforts through Task 4 - Investigation of Existing Conditions, the project scope, schedule, and budget will need to be reviewed. It is anticipated that an amendment to the PSA will be required to advance the project from preliminary design to construction, should it be decided to include the section of Arrowcreek Pkwy from 815' West of Geyser Rd to Thomas Creek Rd in final design and construction scope for the Project. A future amendment to the PSA will be required to accommodate Construction Management Services for the Project in its entirety.

Lumos was selected from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. Lumos' scope, schedule, and fee indicate the amount for design services is within the appropriated budget. While the schedule may fluctuate, the targeted schedule for these services is as follows:

- Notice to Begin Preliminary Design: October 2023
- Alternatives Analysis: January 2024
- Preliminary Design: April 2024
- Final Design: October 2024
- NTP Construction: March 2025

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

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

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC has selected Lumos & Associates, Inc. from the Civil Engineering Design & Construction Management Services for the Streets & Highways Program shortlist to perform design engineering, and engineering during construction services in connection with the Arrowcreek Parkway and Wedge Parkway Rehabilitation 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, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A-2. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A-1.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A-3. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

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

2.4. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A-1. CONSULTANT will prepare and submit a detailed scope of services reflecting the specific optional services requested, a schedule for such services, and a cost proposal. RTC will review and approve the scope of services and RTC and CONSULTANT will discuss and agree upon compensation and a schedule. CONSULTANT shall undertake no work on any optional task without written notice to proceed with the performance of said task. RTC, at its sole option and discretion, may select another individual or firm to perform the optional tasks or subtasks identified in Exhibit A-1.

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B-1 and B-2, inclusive. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-2.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B-2 "TOTALS" column. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 1, 2, 4.1, 4.3 through 8)	\$722,070
Total Design Services (Tasks 3 & 4.2) OPTIONAL	\$122,950
<u>Total Design Contingency (Task 9)</u>	<u>\$40,000</u>
Total Not-to-Exceed Amount	\$885,020

- 3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B-1 and B-2. Any work authorized under Section 2.5, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

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

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

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

LUMOS & ASSOCIATES, INC.

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

EXHIBIT A-1 through A-3

EXHIBIT A-1: SCOPE OF SERVICES

EXHIBIT A-2: PROJECT TEAM

EXHIBIT A-3: SCHEDULE OF SERVICES

EXHIBIT A-1

SCOPE OF SERVICES **FOR THE** **ARROWCREEK PARKWAY & WEDGE PARKWAY REHABILITATION PROJECT**

The Regional Transportation Commission (RTC) has identified the following roadways are in need of corrective maintenance and/or rehabilitation/reconstruction: Wedge Parkway (PKWY) from N/S Whites Creek Lane to N/S Mount Rose Highway and Arrowcreek Parkway from ±815' West of Geyser Road to ±825' Northeast of Wedge PKWY. An additional Section of Arrowcreek, from 815' West of Geyser RD to Thomas Creek RD, will be evaluated for appropriate pavement maintenance treatment options.

Wedge PKWY from Whites Creek LN to Mount Rose HWY is depicted as City of Reno Right-of-Way per the Washoe Regional Mapping System. Mount Rose Highway (HWY) is Nevada Department of Transportation (NDOT) Right-of-Way. Arrowcreek PKWY from 815' West of Geyser RD to 825' East of Wedge PKWY is City of Reno Right-of-Way. Approximately 815' West of Geyser RD to Thomas Creek RD is Washoe County Right-of-Way.

The Scope of Services for the Arrowcreek PKWY and Wedge PKWY Rehabilitation Project (Project) is anticipated to include eligible Improvements per the 2023 Street & Highway Program Policy, including but not limited to: portions of sidewalk, curb, gutter, median, driveway, and pedestrian ramp evaluation and replacement, pavement corrective and/or rehabilitative treatments, utility adjustments, potential storm drain inlet upgrades, striping modifications, and signage.

1. PROJECT MANAGEMENT

Management of the overall project will include scheduling of CONSULTANT staff resources, coordinating with agencies, specifically City of Reno and Washoe County, scheduling, invoicing, and general project administration. Detailed monthly invoices will be prepared to document work performed during the invoicing period.

CONSULTANT'S Project Manager will facilitate and assist in coordination of: Project Kick off meeting, alternative analysis meeting, and preliminary design, 90% and 100% design review meetings, as required by RTC. CONSULTANT will compile agendas and provide meeting minutes.

CONSULTANT'S Project Manager will keep the RTC Project Manager well informed of Project progress with bi-weekly informal briefings via email or phone call. Formal progress meetings will be conducted on occasion.

It is assumed the Project preliminary design duration will be Approximately thirteen (13) months.

Deliverables:

- Various meeting agendas and minutes
- Monthly invoices and summaries

2. TOPOGRAPHIC MAPPING

CONSULTANT will establish a horizontal and vertical survey control network on-site, referenced to the Nevada State Plane Coordinate System, West Zone, NAD83 and based on the City of Reno Benchmarks using a local combined scale factor to establish ground values for the project. Existing survey monuments will be located and re-established in the field. CONSULTANT will utilize the survey control network to complete a topographic survey within: Wedge PKWY roadway Right-of-Way from Mt. Rose HWY to Whites Creek LN and Arrowcreek PKWY roadway Right-of-Way from approximately 825' Northeastly of Wedge PKWY to Thomas Creek RD. Cross streets will be surveyed approximately 50' beyond the returns along Arrowcreek PKWY and Wedge PKWY.

A project basemap will be created using aerial photogrammetry and ground collected survey field shots. The project will be surveyed at a point density and accuracy intended to obtain a horizontal scale of 1"=40' with a 1' contour interval consistent with National Map Accuracy Standards. The survey will consist of gathering survey data associated with ground topography and drainage features, property corners, existing improvements, evidence of existing utilities, planometrics (buildings, fences, trees, power poles, etc.), and any other pertinent physical features as determined applicable. A surface and topographic basemap will be generated from the collected data and utilized for design purposes as outlined in Task 6 and Task 7.

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 Task 6, Preliminary Design.

CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Catch basins and storm drain manholes will be dipped as needed for inclusion into the base map. Lumos will request the most recent City of Reno and Washoe County dip sheets to supplement field information. This data will be included on plans developed under Task 6 and Task 7. Lumos will provide traffic control for subsurface utility investigation.

The record Right-of-Way information will be shown on the project plans. No resolution of Right-of-Way is included in this task.

3. RIGHT-OF-WAY ENGINEERING (OPTIONAL)

Wedge PKWY from Mt. Rose HWY to Whites Creek LN and Arrowcreek PKWY from approximately 825' Northeastly of Wedge PKWY to Thomas Creek RD shall be the limits associated with Work under Task 3.

3.1. Preliminary Title Reports

It is estimated that a total of up to (12) Temporary Construction Easements (TCEs), Permanent Easements (PEs) and/or Permission to Construct Agreements may be required for construction of roadway, pedestrian path sidewalk, and ramp improvements. CONSULTANT will obtain up to eight (8) preliminary title reports (linked, if available) including exceptions and updates. CONSULTANT will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title report are correct and functioning. CONSULTANT will coordinate necessary revisions to the preliminary title reports with the title company. CONSULTANT will deliver the electronic preliminary title reports to RTC. CONSULTANT assumes one update to each of the (8) title reports will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated

linked title reports to RTC.

3.2. Boundary Survey and Legal Descriptions

CONSULTANT will review title reports for up to eight (8) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will utilize County records to obtain deeds and other record data for the parcels to be surveyed. CONSULTANT will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

CONSULTANT will then perform field boundary surveys of the subject parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments, including centerline, will be located as required to resolve the legal boundaries of the subject parcels.

CONSULTANT will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the subject parcels. The digital base map will depict parcel boundaries, easement boundaries, street Right-of-Ways and found boundary monuments.

CONSULTANT will utilize the boundary base map to prepare up to 12 legal descriptions and exhibit figures.

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

3.3. Right-of-Way Setting

CONSULTANT will participate in a meeting to set the Right-of-Way requirements for the project. CONSULTANT will prepare a meeting agenda and meeting summary. CONSULTANT will prepare a Right-of-Way summary in excel format identifying all easements necessary to construct the project including acquisitions, partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct. The summary will include APN, property owner, address, easement type, easement size, easement purpose and estimated acquisition valuation and estimated Offer amount; (valuation/estimated Offer information to be provided by RTC). The summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

3.4. Right-of-Way Maps

CONSULTANT will prepare Right-of-Way maps including existing and proposed easements, existing right-of-way, APN, owner information, and size and type of proposed easement. The right-of-way maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

Deliverables:

- Preliminary title reports and updated vesting deeds
- Right-of-way setting meeting agenda and summary
- Right-of-way summary in excel format
- Right-of-way maps
- Legal descriptions and exhibits

4. INVESTIGATION of EXISTING CONDITIONS

Wedge PKWY from Mt. Rose HWY to Whites Creek LN and Arrowcreek PKWY from approximately 825' Northeasterly of Wedge PKWY to Thomas Creek RD shall be the limits associated with Work under Task 4.

4.1. Visual Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing pavement to include cracking, potholes, rutting and raveling. Drainage observations will also be documented where ponding issues or insufficient flow is observed. Proposed pavement coring locations will be identified during this site visit.

CONSULTANT will evaluate median curb/flatwork, curb and gutter, sidewalk, valley gutters and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards. CONSULTANT shall also evaluate the pedestrian access routes including existing pedestrian ramps, sidewalks, and driveway aprons within the project limits for compliance with current ADA standards and potential safety issues, such as sight distance and/or visibility, based upon RTC criteria.

CONSULTANT shall identify catch basin structures to be upgraded to Type 4R catch basin structures. Existing manhole covers will be evaluated within City Right-of-Way and the project limits for potential upgrades, such as, existing 36" SSMH covers being converted to 24" with adapter, or incorrect covers.

CONSULTANT shall recommend replacement limits for items evaluated as part of this task based on RTC and/or Local Entity criteria. CONSULTANT shall utilize Visual Condition Survey data in combination with coring/boring analysis conducted per Task 4.3 to determine potential permanent full depth patch limits, which will assist in developing quantities and planning level cost estimates, required under Task 4.4.

4.2. Traffic Data (OPTIONAL)

Traffic data is needed to estimate 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. CONSULTANT and RTC will determine count locations prior to obtaining data.

4.3. Pavement Structural Investigation

Information from the visual condition surveys will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC. USA Dig will be contacted prior to starting coring/boring. CONSULTANT proposes a field investigation that will consist of approximately ten (10) test pits and fifteen (15) core excavations. Exploration depth for test pits will range from one (1) to five (5) feet below ground surface and depth of cores will be two (2) feet, or practical refusal, whichever comes first. CONSULTANT will collect samples of each soil type encountered within the test pits and core excavations and document the existing pavement structural section. CONSULTANT will obtain a no-cost encroachment permit from the applicable Local Entity (anticipated to be City of Reno and Washoe County) for coring/soil sampling. Traffic Control (lane closure) will be provided. CONSULTANT to provide asphalt patching per applicable specification or as directed per Encroachment/Excavation Permit requirements.

The primary objective of the coring program will be to establish pavement layer thickness, determine cracking depth, and determine if stripping is present. Results will be summarized in the project pavement design

report.

Representative samples of the subgrade soils encountered will be used for the following laboratory testing: soil classification, PI, moisture, gradation, and R-values. Per the 2021 RTC Structural Design Guide for Flexible Pavements, two (2) R-value tests will be conducted per sampling location. If the two (2) tests (at a location) do not fall within the ASTM D2844 precision statement, an additional R-value test will be conducted.

Results of the investigation will be summarized in a written report discussing site conditions, field investigation and associated laboratory testing, conclusion, and recommendations. The Pavement Structural Investigation will be supervised by, and the report will be signed/sealed by a registered Professional Engineer in the State of Nevada.

4.4. Develop Feasible Design Alternatives

CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project based upon data obtained and recommendations developed resulting from Task 4.1 – Task 4.3. Among the alternatives that will be considered are:

- Permanent patching and Mill and Fill (plus AC overlay)
- Full Reconstruction
- Roadbed modification (reconstruction)
- Inclusion of Arrowcreek PKWY from 815' West of Geyser RD to Thomas Creek RD

Upon completion of the draft Pavement Structural Investigation, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will apply the design procedures contained in the 1993 AASHTO Guide for Design of Pavement Structures and the 2021 RTC Structural Design Guide for Flexible Pavement to generate the design layer thickness associated with each pavement alternative.

CONSULTANT will compile a Summary Memorandum, including: description of alternatives analyzed, opportunities and limitations of each alternative, preliminary construction cost estimates for each alternative based on recent bid tab data, and any other pertinent information that may directly impact development and consensus of the preferred design alternative. The draft Pavement Structural Investigation and the Summary Memorandum shall be submitted to RTC prior to scheduling the meeting to discuss rehabilitation alternatives.

CONSULTANT will document concurrence reached by RTC, City of Reno, Washoe County and other Stakeholders as applicable. The process of identifying the preferred design alternative shall be included in the final Alternatives Report Submittal. Findings and recommendations of CONSULTANT for all tasks identified in Task 4, with the exception of Task 4.5, Utility Investigation/Coordination, shall be submitted by report with backup documentation. The pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entity's standards.

4.5. Utility Investigation/Coordination

4.5.1. Utility Coordination

Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate

conflict resolution strategies. CONSULTANT will assist in relocation of utilities with prior rights by facilitating meetings and reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporation of the utility work into the RTC plans.

Monthly utility coordination meetings will be held with the RTC and affected utility companies. CONSULTANT will coordinate the meetings with the RTC Project Manager, prepare and distribute meeting agendas, and provide and distribute meeting summaries following the meeting. It is assumed four (4) utility coordination meetings will be held.

CONSULTANT will distribute design review submittals (50% and 90%) to utility agencies for review and comment. CONSULTANT will track which utility agencies were provided design review submittals as part of the design review comment matrix for each round of submittals. CONSULTANT will track and incorporate all Utility Agency review comments received into the review comment matrix for each submittal. CONSULTANT will incorporate comments received from Utility Agencies, as appropriate.

4.5.2. Utility Pothole Exploration (OPTIONAL)

Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSUTLANT shall request approval from RTC to pothole a sufficient number of locations to make such a determination, as part of Task 9, Design Contingency. CONSULTANT will obtain a no-cost encroachment permit from the applicable Local Entity to complete the work. USA Dig will be contacted prior to starting of potholing activities. Traffic Control (lane closure) will be provided. CONSULTANT to provide asphalt patching per applicable specification or as directed per Encroachment/Excavation Permit requirements.

Deliverables (PDF format):

- Visual Condition Survey Markups
- Traffic Count Report (OPTIONAL)
- Pavement Structural Investigation Report
 - draft and final
- Feasible Design Alternatives Summary Memorandum
 - draft and final

5. PUBLIC OUTREACH

5.1. Public Information Meeting

CONSULTANT will prepare applicable exhibits for and attend one (1) public information meeting. A virtual presentation will be made by RTC to properties adjacent to the project work zone to discuss project improvements, limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will also participate in and provide a meeting summary for one (1) pre public information meeting with RTC Staff to discuss and review exhibits, topics, and appropriate responses to questions. CONSULTANT will provide RTC with all publicly viewed information two weeks prior to their public release for review and comment.

It is assumed RTC will identify appropriate venues, design and place print ads, prepare mailers and press releases, cover the direct costs associated with the meeting venues, print ads, court reporter, Spanish translator, and mailers and those costs are not included as part of the CONSULTANT'S fee.

Deliverables:

- Public information meeting exhibits
- Pre public information meeting summary

5.2. One-on-One Meetings with Community Stakeholders

CONSULTANT will be available for one-on-one briefings/meetings with and presentations to community stakeholders as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to two (2) one-on-one presentations and/or meetings during this Project. RTC Project Manager will coordinate, set up, and conduct the meetings. CONSULTANT will provide meeting minutes as directed by RTC.

Deliverables:

- Community stakeholder meeting exhibits and summaries

6. PRELIMINARY DESIGN

6.1. Plans and Estimate

CONSULTANT will prepare 50% preliminary Plans and a preliminary cost estimate suitable for RTC and Local Entity review. Curb, gutter, and sidewalk that are deficient according to both RTC and Local Entity standards shall be identified. Utility Improvements identified to date and Right-of-Way limits will be included in the 50% Submittal. Vertical design and grading details are excluded from the 50% Submittal. Preliminary Design per this Task does not include the Section of Arrowcreek PKWY from 815' West of Geyser RD to Thomas Creek RD. Preliminary design review meeting will be performed under Task 1.

Deliverables:

- Preliminary plans and cost estimate

7. FINAL DESIGN

7.1. Prepare Final Plans and Specifications

CONSULTANT will prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate via email in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications. Final Design per this Task excludes the Section of Arrowcreek PKWY from 815' West of Geyser RD to Thomas Creek RD.

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

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Plan/Profile Sheets (at 1"=20' scale)

- Intersection, Grading, and Pedestrian Ramp Sheets (at 1"=20' scale)
- Signage and Striping Sheets (at 1"=20' scale)
- Detail Sheets (scale as noted)

Depths of existing sanitary sewer, storm drain and water 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 with 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, Washoe County, utility agencies and other affected parties for review at the 50%, 90%, 100% and final stages of completion per the following:

- 50% & 90% Plans – Electronic (PDF); (1) half size and (1) full size set to RTC, Local Entity, and to each utility agency and other affected parties
- 90% Specifications – Electronic (PDF, zipped folder with individual documents in Word format) to RTC, and Electronic PDF to Local Entity
- 100% Plans – Electronic (PDF); (1) half size and (1) full size set to RTC, Local Entity, and to each utility agency and other affected parties
- 100% Specifications – Electronic (PDF, zipped folder with individual documents in Word format) to RTC, and Electronic PDF to Local Entity
- Final Working Plan Set – Electronic (PDF); (1) half size and (1) full size set to RTC, Local Entity, and to each utility agency and other affected parties
- Final Working Specification Document – Electronic (PDF, zipped folder with individual documents in Word format) to RTC, and Electronic PDF to Local Entity
- 50%, 90%, 100%, IFB Engineer's Opinion of Probable Construction Costs – Electronic (PDF, Excel spreadsheet format) to RTC
- 50%, 90%, 100% Submittal Comments will be tracked, addressed, and incorporated as applicable into the subsequent plan set by the CONSULTANT, utilizing a comment resolution matrix. CONSULTANT will assist in distributing the comment resolution matrix in Excel spreadsheet format to appropriate agencies and stakeholders, as directed by RTC.

90% Plans shall include Right-of-Way sheets, detail sheets, existing surface features, existing and proposed subsurface utilities (per paragraph, above), surface Improvements, plan and profile sheets with final roadway design (horizontal and vertical) identified for the Project. Striping and signage plans, pedestrian ramp grading, and any other details necessary for Construction shall be included with the 90% Submittal.

The 90% Submittal will address and incorporate as applicable, all comments generated from the 50% Submittal review.

100% and Issued for Bids (IFB) Submittal will address and incorporate as applicable, all comments generated from the 90% and 100% Submittal reviews, respectively. 90% and 100% design review meetings will be performed under Task 1.

The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil

Engineer in responsible charge of the Project. CONSULTANT will prepare final signed and sealed plans and specifications and distribute as indicated above. The RTC will upload the documents to the ProcureWare system.

CONSULTANT will perform a quality control review of the plans, contract documents, technical specifications and Opinion of Probable Construction Costs and Time, which will focus on technical aspects of the plans, specifications and OPCC and will ensure that all items of work are adequately covered. A 2-hour constructability review meeting is anticipated near the 90% submittal to review any elements of design that warrant additional discussion in the field.

7.2. Final Engineer's Opinion of Probable Construction Costs and Time

CONSULTANT will provide a final Engineer's opinion of probable construction costs for the Project based on the final design and any alternatives or options, as part of the 90%, 100% and Issued for Bid (IFB) Submittal. The cost opinion will be in the same format as the bid proposal form included in the contract documents. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the Project.

8. BIDDING SERVICES

8.1. 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 ProcureWare system. CONSULTANT will issue and distribute the Conformed Set of Plans once the Contract for Construction has been awarded to the successful bidder.

8.2. 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.

8.3. Bid Opening

CONSULTANT will attend and participate in the bid opening and review the bids received for irregularities. CONSULTANT will provide a recommendation for award. CONSULTANT will tabulate bid results into an Excel spreadsheet and check multiplication and addition of bid items.

9. DESIGN CONTINGENCY (OPTIONAL)

This task is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 8 if authorized. 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. Work will be performed on a time and materials basis in accordance with CONSULTANT'S fee schedule as included per Exhibit B-1.

ASSUMPTIONS/EXCLUSIONS:

- Construction Services, including but not limited to: Construction Administration, Construction Surveying/Staking, Construction Inspection, Materials Testing, and As-Built Information may be evaluated for inclusion as part of a future Amendment to the PSA.
- Subsequent to completion of Task 4.4, Develop Feasible Design Alternatives, and upon RTC's receipt of the final report resulting from Task 4.6, should applicable Entities, Agencies and other stakeholders as appropriate decide to incorporate this Section of Arrowcreek PKWY into final Project limits, CONSULTANT will provide a proposal for design of this segment. CONSULTANT will advance this segment through preliminary/final design concurrently and in accordance with plan, specification and Engineer's Opinion of Probable Construction Costs per requirements outlined in Tasks 6 through 7.
- Work outside the established scope of work can be performed on a time and materials basis in accordance with Exhibit B-1
- RTC will coordinate directly with NDOT during the preliminary design phase.
- Scope excludes drainage analysis for the project

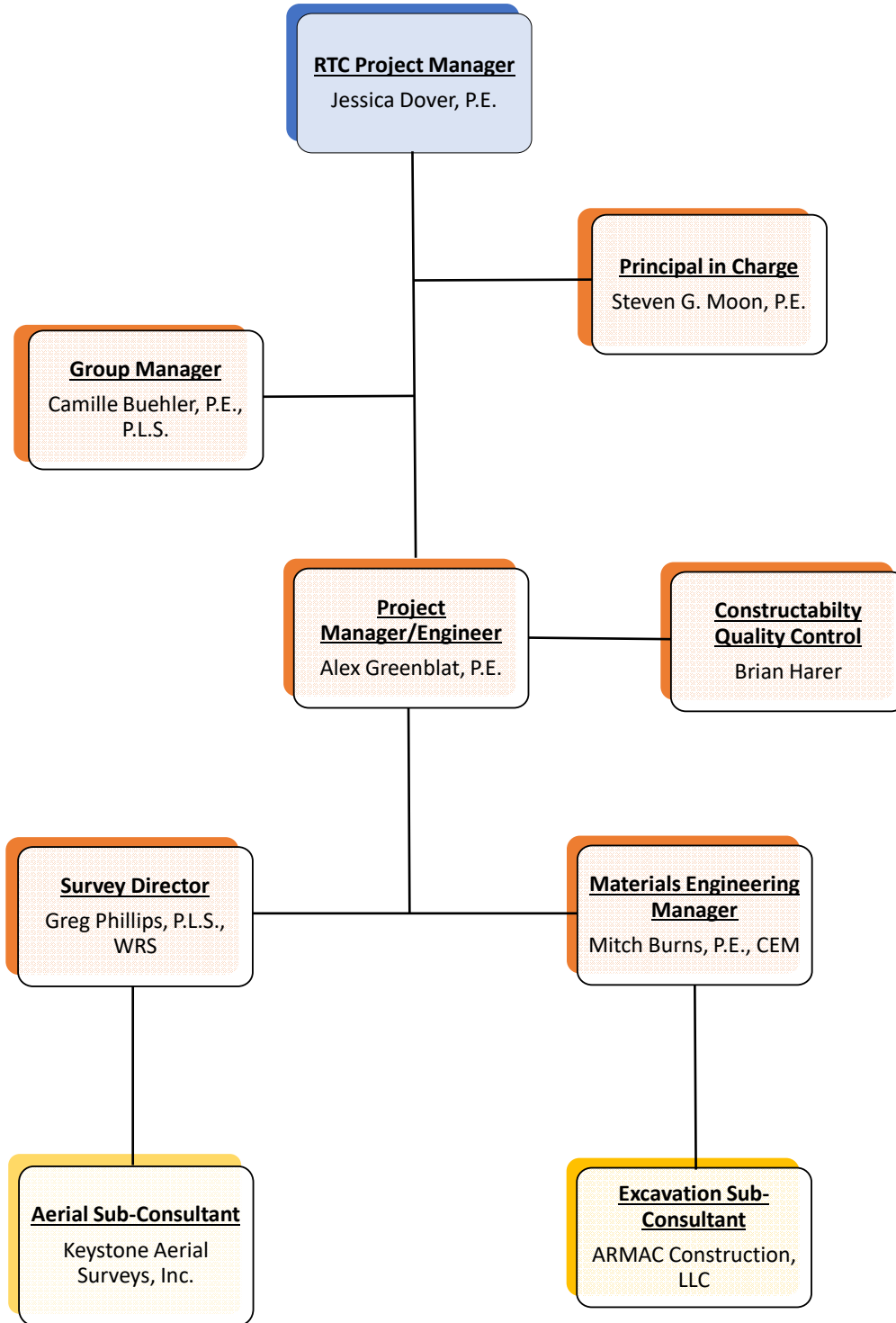
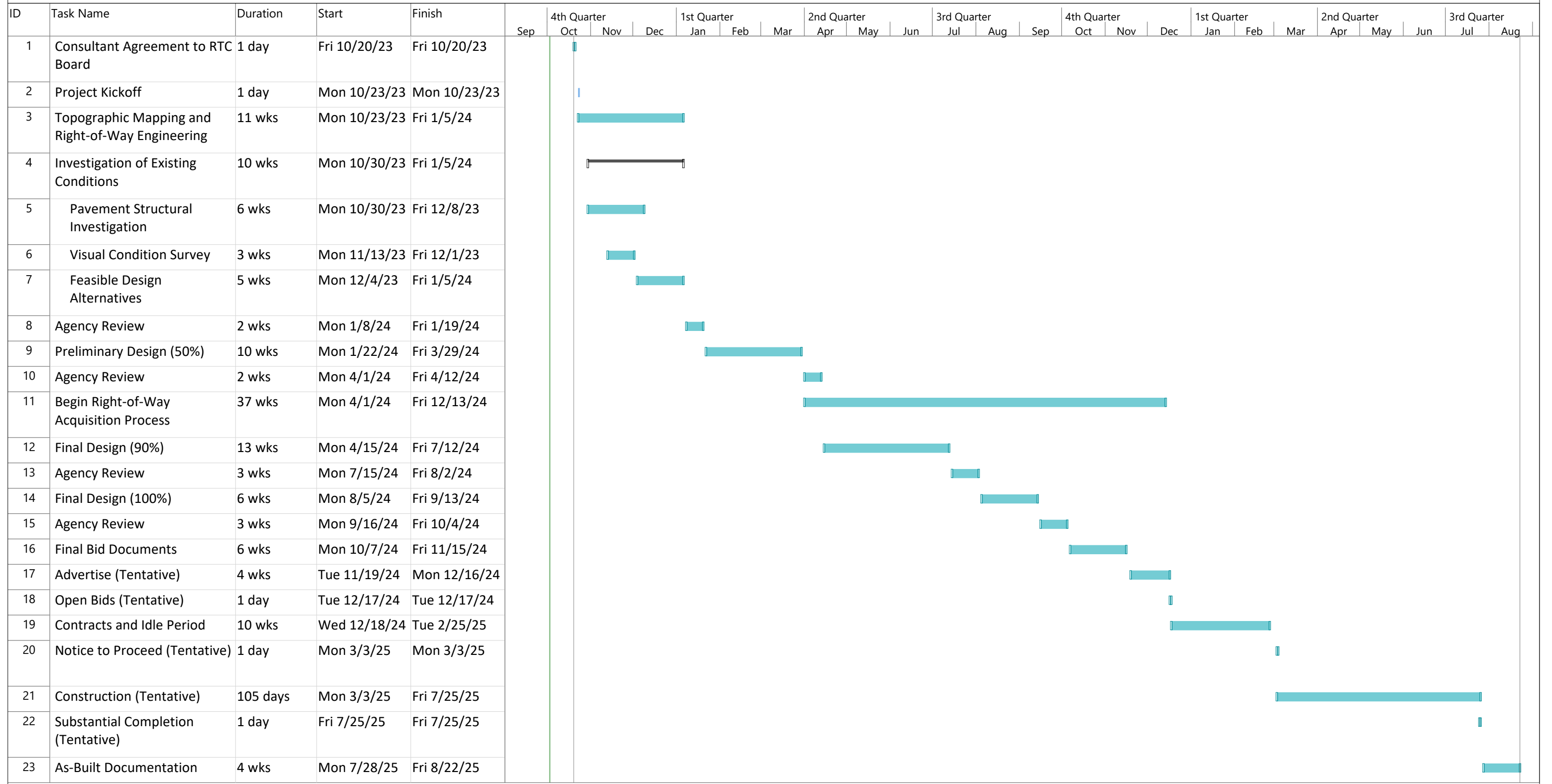


EXHIBIT A-3 Schedule of Services



Project: ARROWCREEK PARKWAY AND WEDGE PARKWAY REHABILITATION PROJECT
Date: 10/3/2023

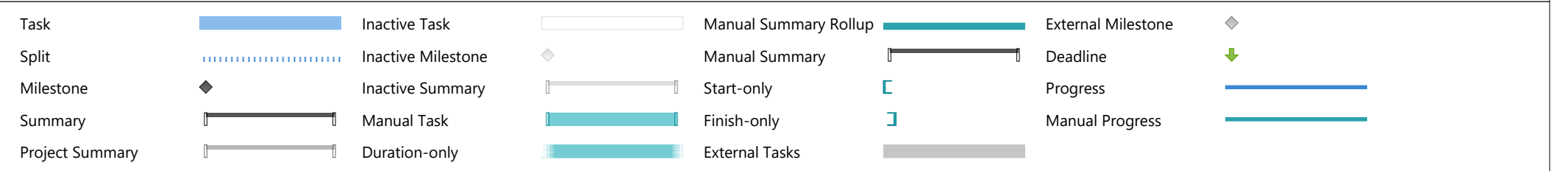


EXHIBIT B-1 through B-2

EXHIBIT B-1: HOURLY RATE FEE SCHEDULE

EXHIBIT B-2: FEE DETAIL

Engineering	Per Hour
Group Manager	\$265
Senior Project Manager	235
Project / Senior Engineer	190/200
Senior Project Coordinator	180
Project / Senior Project Designer	155/165
Engineering Technician II / III	135/145

Construction/Testing/Inspection	Per Hour
Director	\$280
Materials Engineering Manager	235
Senior Project Manager	235
Geotechnical Engineer	190
Senior Project Coordinator	180
Geotechnician	160
Inspector / Senior Inspector (includes nuclear gauge)	140/150
Construction Technician II /III	130/140
Materials Technician II / III (includes nuclear gauge)	120/130

Surveying	Per Hour
Director	\$265
Project Manager	210
Staff Surveyor	170
Photogrammetry Manager	165
Surveying Technician II	125
2-Man Crew	250

Administrative	Per Hour
Administrator	\$95
Clerical	85

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
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
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		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
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

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

**ARROWCREEK PKWY & WEDGE PKWY
REHABILITATION PROJECT**

**EXHIBIT B-2
FEE DETAIL**

DATE: 10/3/2023

BUDGET ESTIMATE		MANAGEMENT		ENGINEERING			CONSTRUCTION			SURVEY					ADMIN	OTHER	TOTALS	
	FEE	\$265	\$235	\$235	\$200	\$180	\$145	\$150	\$160	\$130	\$210	\$165	\$170	\$250	\$125	\$95		
	PROJECT TEAM	Buehler/Russel	Greenblat/Harer	Burns							Philips						SUBS	
	TITLE	GROUP	SR. PROJECT	MATERIALS	SR. PROJECT	SR. PROJECT	ENGR	SENIOR	GEO	MATERIALS	SURVEY	PHOTOGRAMMETRY	STAFF	2 MAN	SURVEY	ADMINISTRATOR	LAB COSTS	
TASK		MANAGER	MANAGER	MANAGER	ENGINEER	COORDINATOR	TECH III	INSPECTOR	TECHNICIAN	TECHNICIAN II	MANAGER	MANAGER	SURVEYOR	CREW	TECH II		OTHER	TOTAL
1 - Project Management																		
Project Management		10	200															\$49,650
Project Meetings/Coordination		6	80															\$20,390
Sub Total Hrs.		16	280															296
Sub Total \$		\$4,240	\$65,800															\$70,040
2 - Topographic Mapping																		
Project Basemap											100	280		100	60		\$3,050	\$102,750
Subsurface Investigation											20	60		30				\$21,600
Sub Total Hrs.											120	340		130	60			650
Sub Total \$											\$25,200	\$56,100		\$32,500	\$7,500		\$3,050	\$124,350
3 - Right-of-Way Engineering (OPTIONAL)																		
Preliminary Title Reports (Max 8)											8						\$12,000	\$13,680
Boundary Survey and Legal Descriptions (Max 12)											100		100	40	200			\$73,000
Right-of-Way Setting			4		20						4							\$5,780
Right of Way Maps		2	8		40		60				8		8					\$22,150
Sub Total Hrs.		2	12		60		60				120		108	40	200			602
Sub Total \$		\$530	\$2,820		\$12,000		\$8,700				\$25,200		\$18,360	\$10,000	\$25,000		\$12,000	\$114,610
4 - Investigation of Existing Conditions																		
4.1 - Visual Condition Survey																		
Roadway, Concrete, and Drainage Assessments			8				40	120										\$25,680
Sub Total Hrs.			8				40	120										168
Sub Total \$			\$1,880				\$5,800	\$18,000										\$25,680
4.2 - Traffic Data (OPTIONAL)																		
Perform Traffic Counts and Generate Report			16				4	20									\$1,000	\$8,340
Sub Total Hrs.			16				4	20										40
Sub Total \$			\$3,760				\$580	\$3,000									\$1,000	\$8,340
4.3 - Pavement Structural Investigation																		
Field Investigation				4					32	12							\$20,200	\$27,820
E&E Permit Coordination (City of Reno & Washoe County)			2	8					12									\$4,270
Draft Report & Lab Testing			4	10					36	32						16	\$16,600	\$31,330
Report Modifications & Meeting w/ RTC			8	8					8							8		\$5,800
Sub Total Hrs.			14	30					88	44						24		200
Sub Total \$			\$3,290	\$7,050					\$14,080	\$5,720						\$2,280	\$36,800	\$69,220
4.4 - Develop Feasible Design Alternatives																		
Alternatives Analysis			20		40		20											\$15,600
Summary Memorandum and Exhibits			16		20		30											\$12,110
Sub Total Hrs.			36		60		50											146
Sub Total \$			\$8,460		\$12,000		\$7,250											\$27,710
4.5 - Utility Investigation/Coordination																		
Mapping Requests & Utility Coordination			16			8												\$5,200
Utility Research/Facility Data Acquisition/Basemap Mods			8			20						8						\$6,800
Utility Meetings			8															\$1,880
Sub Total Hrs.			32			28						8						68
Sub Total \$			\$7,520			\$5,040						\$1,320						\$13,880

**ARROWCREEK PKWY & WEDGE PKWY
REHABILITATION PROJECT**

**EXHIBIT B-2
FEE DETAIL**

DATE: 10/3/2023

BUDGET ESTIMATE	MANAGEMENT		ENGINEERING				CONSTRUCTION			SURVEY					ADMIN	OTHER	TOTALS
FEE	\$265	\$235	\$235	\$200	\$180	\$145	\$150	\$160	\$130	\$210	\$165	\$170	\$250	\$125	\$95		
PROJECT TEAM	Buehler/Russel	Greenblat/Harer	Burns							Philips							
TITLE	GROUP	SR. PROJECT	MATERIALS	SR. PROJECT	SR. PROJECT	ENGR	SENIOR	GEO	MATERIALS	SURVEY	PHOTOGRAMMETRY	STAFF	2 MAN	SURVEY	ADMINISTRATOR	LAB COSTS	
TASK	MANAGER	MANAGER	MANAGER	ENGINEER	COORDINATOR	TECH III	INSPECTOR	TECHNICIAN	TECHNICIAN II	MANAGER	MANAGER	SURVEYOR	CREW	TECH II		OTHER	TOTAL
5 - Public Outreach																	
Public Information Meeting and Exhibits		8				16											\$4,200
One-on-One Meetings with Stakeholders		8				16											\$4,200
Sub Total Hrs.		16				32											48
Sub Total \$		\$3,760				\$4,640											\$8,400
6 - Preliminary Design																	
Preliminary Plan Sheets (50%), & Estimate		16		120	180	200											\$89,160
Sub Total Hrs.		16		120	180	200											516
Sub Total \$		\$3,760		\$24,000	\$32,400	\$29,000											\$89,160
7 - Final Design																	
90% Improvement Plans & Specs		40	8	200	260	300											\$141,580
100% Improvement Plans & Specs		24	4	120	120	140											\$72,480
Final Bid Documents		16	2	40	60	80											\$34,630
Quality Assurance/Quality Control/Constructability Review	20	60	16				80										\$35,160
Sub Total Hrs.	20	140	30	360	440	520	80										1590
Sub Total \$	\$5,300	\$32,900	\$7,050	\$72,000	\$79,200	\$75,400	\$12,000										\$283,850
8 - Bidding Services																	
RFIs/Addendums/Bid Tabs/Attendance in Pre-bid and opening		24		12		12											\$9,780
Sub Total Hrs.		24		12		12											48
Sub Total \$		\$5,640		\$2,400		\$1,740											\$9,780
9 - Design Contingency (OPTIONAL)																	
Design Contingency and 4.5.2 - Utility Pothole Exploration																\$40,000	\$40,000
Sub Total Hrs.																	
Sub Total \$																\$40,000	\$40,000
Total Hrs.	38	594	60	612	648	918	220	88	44	240	348	108	170	260	24		4372
TOTAL DESIGN SERVICES	\$10,070	\$139,590	\$14,100	\$122,400	\$116,640	\$133,110	\$33,000	\$14,080	\$5,720	\$50,400	\$57,420	\$18,360	\$42,500	\$32,500	\$2,280	\$92,850	\$885,020

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.4.3

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Disposal of six (6) parcels acquired as part of a planned US 395/Clear Acre/Sutro Interchange Improvement Project

RECOMMENDED ACTION

Authorize the Executive Director to negotiate the terms and conditions of the following agreements related to RTC property acquired as part of a planned US 395/Clear Acre/Sutro Interchange Improvement Project (APNs: 004-061-20, 004-061-22, 004-061-26, 004-061-28, 004-082-18, 035-033-02): (1) a property exchange agreement with the Truckee Meadows Water Authority (TMWA) whereby TMWA will acquire a portion of the RTC property for a water tank site and facilities project, and RTC will acquire a TMWA parcel located at 9675 Western Skies Drive (APN: 140-051-23) for a planned roadway project; and (2) a purchase and sale agreement with the City of Reno for the sale of the remaining RTC property to the City of Reno for a public use related to affordable housing.

BACKGROUND AND DISCUSSION

RTC acquired various property between 1999 and 2004 for a planned US 395/Clear Acre/Sutro Interchange Improvement Project. Phase 1 was a project to make improvements to US 395 ramps. Phase 1 was completed. Phase 2 was planned as a project to make improvements to and extend Sutro St. Phase 2 never proceeded past 30% design. The six parcels shown on the attached map are no longer needed by RTC for a roadway project.

When RTC property is no longer needed by RTC, and the property is sought by another public agency for a reasonable public use, RTC may sell the property or exchange the property for other property. (NRS 277A.255(1)(c), referencing NRS 277.050.)

TMWA is interested in a portion of the property for a water tank site and facilities project, and RTC is interested in a TMWA parcel for a planned roadway project. TMWA and RTC have been discussing a potential exchange of property. The properties have a reasonably equivalent value and are sufficiently unique that they represent fair and valuable consideration for each other.

The City of Reno is interested in the remaining property for affordable housing. On September 21, 2023, the City of Reno sent a letter to RTC expressing its interest in purchasing the property. The letter is attached. If the Board approves this item, RTC will offer the property to the City of Reno at its fair market value pursuant to NRS 277.050. (NRS 277A.255.)

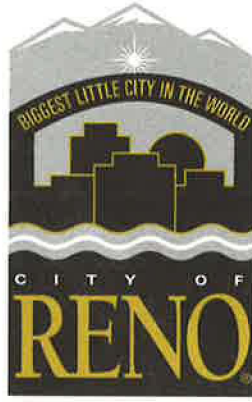
If the Board approves this item, the Executive Director will attempt to negotiate the terms and conditions of an exchange agreement with TMWA, and a purchase and sale agreement with City of Reno, in consultation with legal counsel and in compliance with applicable law. The agreements would then be presented to the Board for further actions required by NRS 277.050.

FISCAL IMPACT

There is no fiscal impact associated with this action.

PREVIOUS BOARD ACTION

3/18/2022 Authorized the Executive Director to explore options to dispose of six (6) parcels acquired as part of a planned US 395/Clear Acre/Sutro Interchange Improvement Project by sale, exchange or lease to a public agency for a reasonable public use related to affordable housing.



"Creating a community that people are proud to call home."

September 21, 2023

Mr. Bill Thomas
Executive Director
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

RE: Purchase of 0 Clear Acre Lane, Reno Nevada 89502 for the purpose of affordable housing

Mr. Thomas,

This letter is to express the City of Reno's interest in purchasing the parcel(s) known as 0 Clear Acre Lane, Reno Nevada 89502 from the Regional Transportation Commission. The parcels included are:

004-061-20
004-061-21
004-061-26
004-061-22
004-061-28
035-033-02
004-082-18

As you are aware, housing affordability is not only a regional issue, but a national one, as well. As such, affordable housing is a top priority of the Reno City Council, and we are committed to contributing towards the development of new units annually. The City currently partners with local developers and utilizes a variety of tools to help these units come available for our most vulnerable residents.

Should you have any additional questions or wish to discuss this further, please feel free to contact either of us.

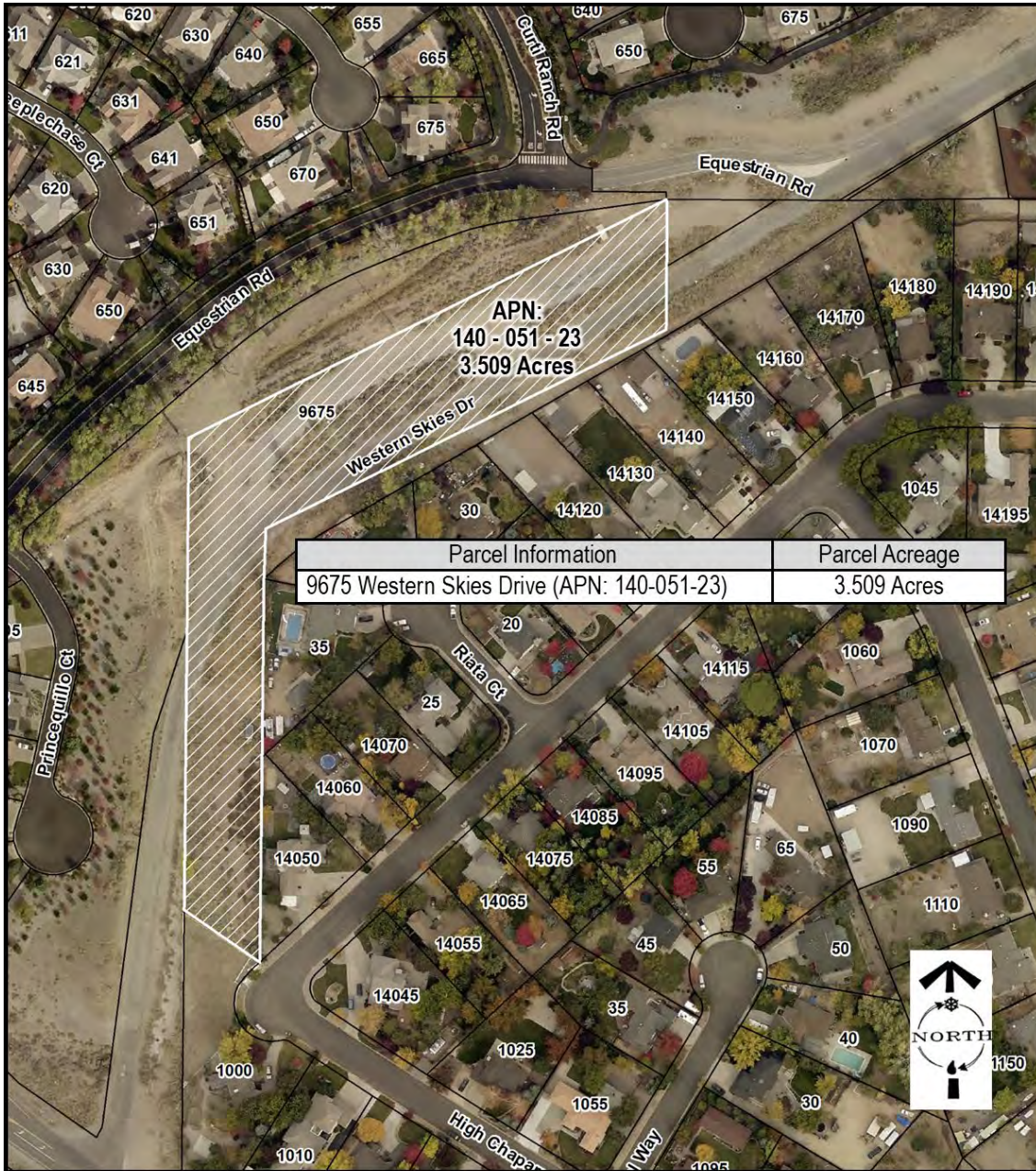
Sincerely,


Hillary Schieve
Mayor


Doug Thornley
City Manager



*Exhibit: Western Skies - Former Washoe County Truck Fill Site.
 APN: 140-051-23 (3.509± acres)*



**EXHIBIT 4: SURPLUS PROPERTY EXHIBIT MAP
 FOR 9675 WESTERN SKIES DRIVE
 APN: 140-051-23**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.4.4

To: Regional Transportation Commission

From: Kimberly Diegle, Project Manager

SUBJECT: Mill Street Capacity & Safety Project PSA Amendment No. 1

RECOMMENDED ACTION

Approve Amendment No. 1 to the contract with Jacobs Engineering Group, Inc., for additional design services associated with a requested additional plan submittal, lighting study, and extended coordination with the right-of-way consultant team for the Mill Street Capacity and Safety Project, in the amount of \$439,510, for a new total not-to-exceed amount of \$1,978,850.

BACKGROUND AND DISCUSSION

The RTC and Jacobs Engineering Group, Inc. entered into an agreement dated February 18, 2022, to perform engineering design and engineering during construction services in connection with the Mill Street Widening Project. The original scope included utilizing the NDOT Spaghetti Bowl Express (SBX) Project's preliminary Stage 2 60% design provided by the Design-Build team and complete final design. Upon review of changes in the footprint of the design from what was originally proposed in order to minimize right-of-way impacts through the corridor and include a new road connection and signalized intersection, it was determined that an additional intermediate-level design submittal, lighting study, and additional right-of-way coordination was needed as a part of the 90% Design task.

This amendment (Amendment No. 1) to the agreement provides Jacobs \$439,510 in order to complete all work associated with 90% design.

All other provisions of the PSA shall remain in full effect.

FISCAL IMPACT

Appropriations are included in the FY 24 Capital Budget.

PREVIOUS BOARD ACTION

2/18/2022 Approved a contract with Jacobs Engineering Group, Inc. (Jacobs), to provide design services and engineering during construction for the Mill Street Widening project in an amount not-to-exceed \$1,539,340.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Jacobs Engineering Group, Inc. (“Consultant”) entered into an agreement dated February 8, 2022, This Amendment No. 1 is dated and effective as of _____.

RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to perform engineering services in connection with the Mill Street Widening Project, also known as the Mill Street Capacity and Safety Project (the “Project”); and

WHEREAS, additional effort and services are needed to provide an additional plan submittal in connection with the magnitude of changes required from the Stage 2 design prepared from the Spaghetti Bowl Xpress (SBX) Design-Build; and

WHEREAS, the parties desire for CONSULTANT to provide additional services for 90% Design (Task 4.2) as described in Exhibit A, at an additional cost of \$439,510.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

- 1. Section 3.2 shall be replaced in its entirety with the following:

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

Design and Bidding Services (Tasks 1 to 6)	\$1,707,240.00
Design Contingency (Task 7)	\$150,000.00
<u>Engineering Services During Construction (Task 8)</u>	<u>\$121,610.00</u>
Total Not-to-Exceed Amount	\$1,978,850.00

- 2. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.
- 3. Exhibit B is replaced in its entirety with the version of Exhibit B attached hereto.
- 4. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this amendment.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

JACOBS ENGINEERING GROUP, INC.

By: _____
Nicholas Young, P.E., Manager of Projects

Exhibit A

SCOPE OF SERVICES **FOR THE** **MILL STREET WIDENING PROJECT**

INTRODUCTION

The Mill Street Widening Project limits are from 300 feet west of Kietzke Lane to Terminal Way and is approximately 0.75 miles in total length. Proposed improvements include widening Mill Street from Kietzke Lane to the I-580 southbound on-ramp from four to five lanes. Proposed improvements on Mill Street from the I-580 northbound on-ramp interchange to Terminal Way include a raised median but do not include widening the road and will maintain the existing four travel lanes. The project improvements exclude the I-580 interchange which was recently improved with NDOT's Spaghetti Bowl Xpress (SBX) Project.

The Scope of Work for the CONSULTANT includes Final Design, Utility Relocation Coordination, support during the bidding process, and Engineering Services during construction. General tasks identified in the base scope of work include utilizing the Stage 2 Design by Horrocks Engineers to complete the 65% design, 90% design, 100% design, final design, cost estimate, special provisions, drainage report, geotechnical investigation, right-of-way services, and public involvement.

BACKGROUND

The RTC and NDOT entered into a Cooperative Agreement that included preliminary design improvements of the Mill Street Future Corridor Expansion incorporated into the Spaghetti Bowl Xpress (SBX) Phase 1 project. As part of the SBX contract, the Design-Builder – Ames Q&D Constructors (AQD) – was responsible for the preliminary design of the Mill Street Widening Project which included the roadway between Kietzke Lane and Terminal Way.

The preliminary design included two stages and was designed by AQD's engineering consultant (Horrocks Engineers). For the Stage 1 design, the consultant developed three (3) roadway widening options: 1) Centerline Widening; 2) Widening North; and 3) Widening South. Ultimately, a hybrid of Option 1 and 2 was chosen – Centerline Widening to the west of I-580 and Widening North to the east of I-580 – which the consultant was instructed to move forward to the Stage 2 Design. The consultant has completed the Stage 2 Design and this Professional Services Agreement Scope of Services will complete the project Final Design and go out to bid for construction.

TASK 1. PROJECT MANAGEMENT

1.1. PROJECT EXECUTION

CONSULTANT will provide project management services for the design through bidding services scope of work for the project and for project close-out activities; assumed to be forty-seven (47) months, February 2022 through December 2025. Project management includes project setup and administration, including preparation and execution of Subconsultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation and monthly updates of the project schedule, continued management of Subconsultants, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout.

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local, state, federal, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. The CONSULTANT Project Manager will coordinate with team leads under his/her responsibility to discuss the progress of the project and identify issues and action items to be addressed.

The Project Manager is responsible for the contracting, coordination, and management of all Subconsultants. The CONSULTANT will be the primary point of contact for the RTC for all team Subconsultants and will be responsible for communicating and coordinating the direction from the RTC to all team members.

1.2. PROJECT MANAGEMENT MEETINGS

1.2.1. Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with RTC, City of Reno, and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Six (6) CONSULTANT and Subconsultant staff will attend the meeting. CONSULTANT will prepare a meeting agenda, take and distribute meeting minutes, and track concerns about the project from the attendees.

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

1.2.2. Project Management Meetings

CONSULTANT will facilitate monthly Project Management Team Meetings with the RTC, City of Reno, and other parties, as appropriate, to discuss the design progress, upcoming milestones, scope, schedule, budget, risk status, key technical issues by discipline, and make informed decisions. CONSULTANT will prepare an agenda and distribute meeting notes and the action item log, identifying the person responsible for resolving each item and expected date of completion via email. It is anticipated that up to four (4) CONSULTANT and Subconsultant staff will attend the Project Management Meetings.

CONSULTANT will facilitate weekly Project Management Phone-Meetings with the RTC PM, as appropriate, to discuss the design progress, upcoming milestones, scope, schedule, budget, risk status, key technical issues, and on-going To-Do list status updates.

1.2.3. Design Coordination Meetings

CONSULTANT will hold a 1-hour biweekly design coordination meeting with task leads, design staff as appropriate, and Subconsultants to ensure cross-discipline coordination with design and schedule.

1.2.4. Right-of-Way Setting Meeting

CONSULTANT will facilitate a right-of-way setting meeting with RTC staff to review all the rights to be acquired and to review the responsibilities of the RTC, CONSULTANT, and Subconsultants, as applicable.

1.3. PROJECT MANAGEMENT (PMP)

CONSULTANT will prepare a Project Management Plan (PMP) that will include: Project Instructions, Risk Management Plan, Communications Protocols, Project Directory, Scope, Schedule, Budget, File/Information Sharing/Storage Protocols, and the Health and Safety Plan.

The PMP will be distributed to the CONSULTANT team, including Subconsultants, and will be updated as needed throughout the project duration.

1.4. QUALITY MANAGEMENT PLAN (QMP)

CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Mill Street Widening Project. A project Quality Manager will be assigned who be responsible for the development and implementation of the plan and provide initial training. The QMP will apply to both prime and Subconsultant team members. An independent quality review will be

performed at each design deliverable when submitting the 90%, 100%, and Final milestone packages.

1.5. FILE AND DOCUMENT MANAGMENT

CONSULTANT will update and maintain the Project Management Plan and all project files (electronic and hardcopy as appropriate) throughout the duration of the project. Copies of all outgoing and incoming correspondence will be provided to the Project Manager, or designee, on a continuing basis and distributed to the RTC Project Manager as needed. Word processing, data bases, spreadsheets, etc. will be prepared using a format compatible with Microsoft Office.

1.6. DELIVERABLES

- Monthly Invoices that show staff names, hours, classifications, and billing rates, for each month of the anticipated project schedule
- Monthly Progress Reports to be included with the invoices
- Monthly schedule update
- Meeting Agenda & Minutes for Kickoff Meetings
- Meeting Agenda, Minutes and Action Item Log for Project Management Meetings
- Meeting Agenda, Minutes and Action Item Log for the Design Coordination Meetings
- Project Management Plan preparation and as-needed updates
- Quality Management Plan

TASK 2. PUBLIC AND AGENCY INVOLVEMENT

2.1. PUBLIC OUTREACH PLAN AND METHODS

CONSULTANT will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholder, and definition/schedule of target activities to accomplish the objectives of the project.

CONSULTANT will meet with the RTC Project Manager, and public information officers to review the overall strategy for public involvement. Following these meetings, CONSULTANT will draft a plan that supports the RTC's objectives and address the needs of the community.

2.1.1. Stakeholder Database

CONSULTANT will develop a strategic and comprehensive stakeholder list. CONSULTANT will obtain an updated list of property owners within ½-mile of the project corridor from the County Assessor's Office. CONSULTANT will obtain lists of homeowner's associations/neighborhood associations within the project area. The stakeholder database will include project team members, elected officials, businesses,

agencies, residents, community organizations and media. The database will include owners name and physical property location for property owners, and mailing and email address for elected officials, and other stakeholders. The database will be Microsoft Excel based and be updated as needed.

2.1.2. Website / Digital Outreach

CONSULTANT will establish and secure a domain name and maintain the Project website. The website will be updated monthly, at a minimum, and more often as project activity requires. The website will be for the entire project with an introductory main page, and separate subpages for west and east of I-580. Project information maintained on the website will include project descriptions, project photos, e-mail sign-up and comment page, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices, and public meeting information. The website will include links to the RTC Home Page and any project related videos, including “The Road Ahead” television segments, and the livestream recordings from the public meetings. The website will be designed using WordPress, and all content will be approved by the RTC Public Informational Officer prior to being available to the public.

The comment page will be linked to an RTC domain email address, allowing the RTC to monitor and respond to any comments or project inquiries at their discretion.

CONSULTANT will not be responsible for providing public meeting notices to newspapers and television news media. The RTC Public Information Office will provide these services, as well as posting announcements and project updates to social media such as Facebook, Twitter, Instagram, etc.

2.1.3. Project Branding and Logo

CONSULTANT will develop three (3) project branding color and style palettes and three (3) project logo concepts for the RTC to choose from or to provide direction on how to modify/combine the concepts developed into one (1) final project branding color theme, style, and logo. Branding and a project logo will provide a consistent look on public outreach materials, including the website, and project documents.

2.2. ONE-ON-ONE STAKEHOLDER MEETINGS

As the project progresses, it is assumed that certain interest groups, individuals, and/or public officials may request specific meetings to discuss project issues, concerns, and/or provide input to the project or process. These groups include residents, businesses, community organizations, Tribal Entities, and/or interested parties. CONSULTANT, Public Involvement Subconsultant, and/or RTC PM will attend individual one-on-one meetings with these groups during the course of the project. The specific need, number, and nature of these meetings will

be dynamic and as necessary; however, forty (40) meetings, attended by two (2) CONSULTANT staff, are assumed in the base fee. CONSULTANT will manage a list of meetings, meeting attendees, and will provide meeting materials for distribution. CONSULTANT will include the RTC Project Manager in all one-on-one meetings.

2.3. PUBLIC INFORMATION MEETINGS

Public Information Meetings will be held with businesses, property owners adjacent to the project improvements and other members of the public to discuss project limits, scope, tentative schedule, driveway access, public notification requirements, and concerns of adjacent properties. It is anticipated that two (2) public meetings will be held, once during the 90% design phase and once again, before finalization of the 100% design. Two (2) preparation meetings with RTC staff prior to each meeting are anticipated. Media placement will be coordinated through the RTC public information officer. CONSULTANT Project Manager, Design Manager, Public Information Specialist, and up to two (2) additional CONSULTANT staff will attend the public meetings as appropriate. CONSULTANT will provide up to five (5) total display boards covering the project limits, a PowerPoint presentation, and a project factsheet handout.

The Public Information Meetings will be held at the RTC Engineering Building located at 1105 Terminal Way, Reno, NV. CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. Translation to Spanish will be provided by the RTC. The RTC will use the Stakeholder Database prepared by the CONSULTANT under Task 2.1.1 to print, address, and mail post cards, including postage costs, themselves. Additionally, public meetings will be promoted on project website and social media.

Public Information Meeting #1 will focus on the design and Right-of-Way impacts. Public Information Meeting #2 will focus on possible construction traffic control and schedule.

2.4. REGIONAL TRANSPORTATION COMMISSION BOARD MEETINGS

CONSULTANT will provide PowerPoint presentation to RTC Project Manager and staff for monthly presentations to the RTC Board of Commissioners

CONSULTANT Project Manager and Design Manager will attend the monthly RTC Board Meetings to support the RTC Project Manager during Mill Street Widening presentations and assist in responding to questions from the RTC Board Members. A total of two (2) meetings are anticipated. One (1) preparation meeting with RTC staff prior to each meeting are anticipated. Consultant will provide assistance with graphics and information for the RTC's PowerPoint presentation.

2.5. RENO CITY COUNCIL OR NEIGHBORHOOD ADVISORY BOARD MEETING

CONSULTANT will provide PowerPoint presentation to RTC Project Manager and staff for presentation to the Reno City Council or Neighborhood Advisory Board (NAB) meeting, as

required. A total of one (1) Reno City Council or NAB meeting and one (1) preparation meeting for the meeting is anticipated to be attended by the RTC Project Manager and Design Manager.

2.6. DELIVERABLES

- Draft Public Outreach and Involvement Plan
- Final Public Outreach and Involvement Plan
- Stakeholder Database
- Project website with secure domain name
- Preparation and Attendance at forty (40) One-on-One Stakeholder Meetings
- Preparation and Attendance at two (2) Public Information Meetings
- Presentation Material and Attendance at two (2) RTC Board Meetings with one (1) preparation meeting for each RTC Board Meeting
- Presentation Material and Attendance at either one (1) Reno City Council Meeting or one (1) Neighborhood Advisory Board Meeting with one (1) preparation meeting.

TASK 3. INVESTIGATION OF EXISTING CONDITIONS

3.1. GEOTECHNICAL INVESTIGATION

CONSULTANT will perform geotechnical investigations and associated laboratory testing to develop geotechnical design recommendations for Mill Street.

3.1.1. Records and Field Investigation

In addition to the widening of Mill Street to five lanes from Kietzke Lane to I-580 southbound on ramp, it is assumed the existing lanes will be rehabilitated, possibly via mill and overlay.

CONSULTANT will research existing geotechnical studies and reports, perform field exploration, complete field/laboratory testing, and engineering analyses to allow formulation of geotechnical recommendations for design and construction.

Research will also include review of published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards near the project location.

Field exploration will include up to twelve (12) borings located approximately every 300 to 400 feet along the roadway as well as at other selected locations to adequately reveal the subsurface soil and groundwater conditions for final design improvements. A majority of the borings will be advanced to 5 feet below the existing ground surface, and some selected borings will be advanced to 10 feet depth. Borings will be located within both the eastbound and westbound travel lanes. To more accurately assess internal pavement distresses and

conditions to support a mill and overlay, up to twelve (12) pavement cores are scoped; pavement cores will be performed between boring locations.

Encroachment permits will be required with both NDOT and the City of Reno. For safety reasons, a 3rd party traffic control service will be hired for onsite traffic control and preparation of traffic control plans. Underground Service Alert (USA) will be contacted to clear all utilities in the location of the proposed boreholes.

Borings will be backfilled with tamped soil cuttings; borings and pavement cores will be capped with 6- to 8-inches of rapid set, quick strength, DOT approved concrete.

CONSULTANT will complete all necessary geotechnical and pavement analyses (using the 2021 Structural Design Guide for Flexible Pavement) to develop the geotechnical and pavement recommendations. The geotechnical task lead will participate in design team and agency meetings throughout the design process, as appropriate, up to twenty-four (24) hours.

The findings and recommendations will be summarized in a draft report for submittal to governing agencies. A final report will be issued addressing the comments; only one round of review and comments is scoped.

3.1.2. Exclusions

None.

3.1.3. Deliverables

- Draft Geotechnical Report for Agency Review
- Final Geotechnical Report

3.2. PAVEMENT DESIGN

3.2.1. Pavement Distress / Condition Survey

CONSULTANT will perform a brief pavement distress/conditions survey within the project limits to provide a qualitative discussion of the distresses on the pavement, identifying the distress conditions, extent of the distress, etc. FHWA Distress Identification Manual for Long-Term Pavement Performance will be used to identify the distress. This survey would not provide the lengths of the various cracks or areas of alligator cracking, fatigue failure, etc. The extend and severity of these distresses will serve to support a selection of pavement rehabilitation or reconstruction alternatives.

For the existing PCC pavement within the intersection of Terminal Way/Greg Street and Mill Street, CONSULTANT will perform a visual assessment of the slab conditions for the

entire PCCP including Terminal Way and Greg Street approaches (~250 LF down each approach). CONSULTANT will identify distressed slabs (cracks, spalls, joint sealant, etc.) and recommend replacement, repair, and/or maintenance options.

CONSULTANT will work with RTC to obtain, if any, PAVER reports compiled by Nichols Consulting Engineers (NCE) for streets that include previous work history, quantitative information on distress, as well as overall pavement condition index (PCI) from their inspections.

3.2.2. Falling Weight Deflectometer (FWD) Testing

CONSULTANT will perform Falling Weight Deflectometer (FWD) of the existing pavement. FWD testing, when combined with borings and cores, yields more complete information of the existing pavement and subgrade, filling in gaps in information between bore/core locations, and serving as a tool for back-calculating existing pavement support. The AASHTO preferred method for overlay design is based upon FWD testing results.

3.2.3. Heavy Vehicle Traffic Estimate

CONSULTANT will calculate design pavement loading for the project pavements. This design loading will be based upon existing traffic volumes as determined from NDOT Count Stations within the project limits and other RTC or City of Reno information, if available; traffic growth as determined from RTC's Regional Traffic Model; and truck percentages as field measured by CONSULTANT personnel. CONSULTANT will perform 13-hour truck classification counts at one point west of the I-580 interchange and one point east of the I-580 interchange. Counts will occur midweek when traffic is not expected to be impacted by construction, adverse weather, or holiday impacts.

3.2.4. Pavement Alternatives Analysis and Design

CONSULTANT will perform pavement design calculations in accordance with the 2021 Structural Design Guide for Flexible Pavement, dated February 2021, pavement design inputs as described above, and professional judgement and experience. Pavement alternatives to be evaluated will be:

- Grind and overlay
- Reconstruction with roadbed modification and asphalt concrete pavement
- Construction of widened sections and/or reconstruction with aggregate base and asphalt concrete
- Full depth asphalt concrete pavement

Pavement alternative selection, pavement designs, construction recommendations, and supporting information shall be documented within a Geotechnical Report/Pavement

Design Report supplied to RTC for review and comment and finalized upon receipt of comments.

3.2.5. Deliverables

- Pavement Design Report containing:
 - Pavement Distress/Condition Survey Results
 - FWD test result results
 - Heavy Vehicle Count Spreadsheets
 - Pavement design recommendations
- Identification of existing PCCP pavement distressed slabs and recommend replacement, repair, and/or maintenance options.

3.3. EXISTING SUBSURFACE UTILITIES

CONSULTANT will coordinate with NV Energy, TMWA, City of Reno, Charter, AT&T, Verizon, MCI, Zayo and all other utility companies as necessary for obtaining records of existing improvements, upcoming work, facility relocations, and new installations. A total of twelve (12) utility coordination meetings are anticipated through the duration of the project.

CONSULTANT will investigate and locate subsurface utilities within the roadway R/W, and areas reasonably affected, 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.

3.3.1. Utilities

CONSULTANT will verify utilities shown on the Stage 2 Design plans prepared by Horrocks Engineers match existing utilities in the field, update the Utility Conflict Matrix, and include additional utilities west of Kietzke Lane. CONSULTANT will provide RTC a list of utility companies whose utilities are 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, new installation, ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

CONSULTANT will coordinate any utility relocations necessary to accommodate the project with the utility companies. The design and technical specifications required to relocate impacted facilities will be provided by others. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in

the contract documents. CONSULTANT will assist the RTC in preparation of applications necessary for submission to utility companies for facility relocations, as required.

Coordination costs to be burdened by the RTC with the utility companies will be included in the Engineer's estimate.

No upgrading or expanding of facilities shall be included in the project scope.

Where modifications to existing utility easements are necessary or new utility easements are required, the needed utility easement(s) will be reflected on the plans and provided to the agency or company for their right-of-way acquisition process.

No utility appraisal document preparation or utility acquisition and relocation activities are included.

As it is difficult to estimate the level of effort required to perform this task, a budget estimate of 150 hours is included in this scope of services for Task 3. Should the actual time required to coordinate exceed the budget estimate, CONSULTANT will notify the RTC, and the budget will be adjusted.

3.3.2. Exclusions

None.

3.4. UTILITY POTHOLING

Where additional detail is required to support the design and avoidance of utility impacts, CONSULTANT shall perform potholing. It is assumed a total of up to 20 potholes will be conducted to locate facilities in the project limits.

3.5. TOPOGRAPHIC SURVEY

3.5.1. Topographic Survey

CONSULTANT will coordinate with NDOT to obtain topographic survey information obtained from the SBX Phase 1 project. To ensure adequate detailed topography along curb flowlines, ADA compliant pedestrian pathways, and minimization and correct right of way impacts along properties, CONSULTANT will conduct field surveys and office support to provide topographic design surveys for the Mill Street Widening project. The survey information will be provided for the full right-of-way width, and 25 feet maximum beyond as necessary, will include cross-sections at 50-foot intervals. For the adjoining side streets, the existing ground topo shall extend 500' past the intersection with Mill Street. Field survey will include but is not limited to, centerline elevations, existing stripping, edge of pavement, curb/gutter, sidewalks, ADA ramps, multiuse paths, retaining walls, ditch

features, hinge points, location/invert/rim elevations of all sewer and storm drain manholes and cross-manholes, location/invert/rim elevations of culverts, invert and rim elevations for all water and gas valves/boxes/vaults, location/invert/rim elevations of storm drain inlets/catch basins, utility poles/anchors, fences, signs, existing survey monuments, location of underground utility carsonite markers (if any), and any other key existing features.

Verification and densification of the location control provided, which is twelve construction control monuments supplied from the SBX contractor with the following datum and bearing source.

Vertical Datum:

Elevations are based on NAVD88 Holding published LOIS LPN 1566.

Bearing Source:

Bearings of the Construction Control Monuments provided were derived from Nevada State Plane Coordinates NAD83 Datum West Zone Using LIOS LPN 1566 archived at NDOT under file LPN 1566. Coordinates and distances reflect a single combination ground to grid factor of 0.9998110357 and have been converted to ground coordinates. Monuments are stamped with "NDOT" and Monument name unless noted in the description
All coordinates were scaled from 0,0.

3.5.2. Deliverables

- MicroStation V8i file with topographic linework
- MicroStation InRoads Existing Ground Surface with 3D breaklines
- Label callouts for rim and pipe inverts of Storm Drains, Sewer Systems, and other utilities
- One (1)-Foot existing ground contour intervals at a scale of 1"=20' for full width of existing right of way and 150' beyond each side street intersection return

3.6. RIGHT-OF-WAY MAPPING

CONSULTANT will provide the following services for this project:

- Verify property ownerships and Assessor's Parcel Numbers (APNs) within the project limits from the Stage 2 Design, as well as obtain copies of any recorded maps that identify road rights-of-way and property lines. RTC will provide information obtained for the Mill Street Complete Streets Project.
- Prepare right-of-way based on field survey of centerline monuments, section corners, and record maps. The field survey fee for this task includes up to a total of 100 right-of-way centerline monuments, property corners, section corners, and applicable public land survey monuments within the project limits.

- Set new right-of-way corners based on acquisitions, prepare and file Record of Survey(s).
- Prepare right-of-way plan sheets as part of the overall construction plan sheet set. Identify the affected parcels by APN, address and ownership name. Right-of-way plans will include any and all existing easements, new easements, and property acquisitions.

3.7. RIGHT-OF-WAY ENGINEERING SERVICES

CONSULTANT will provide the following services for this project:

- Obtain and review current preliminary title reports (PTR) for the affected ownerships along Mill Street. For budgetary purposes, it is estimated that forty-one (41) property ownerships will be affected resulting in forty-one (41) right-of-way acquisitions.
- Review title reports to determine if any easements exist that will affect the proposed route design – if any easements exist, copies of the easement documents will be obtained, and they will be delineated on the base mapping.
- Where necessary, locate information not provided in the PTR, as necessary, perform research with the County of Washoe to obtain available record maps, assessor’s parcel map, vesting ownership deeds, and easement documents to provide to the Project Team and identify existing rights of way.
- Visually inspect each property (aerial and street-level views) and note the effects of all proposed acquisitions; work with design engineers to ensure proposed acquisitions are minimal.
- Develop temporary and/or permanent easement documents including legal descriptions and sketch maps for use by the RTC per the RTC standards.
- Develop fee acquisition documents including legal descriptions and sketch maps for use by the RTC per the RTC standards.
- Develop legal descriptions and sketch maps for use by RTC, per the RTC standards, for transfers of right-of-way to the City of Reno or NDOT, as applicable.
- Develop legal descriptions and sketch maps for use by RTC, per the RTC standards, for disposal of remnant parcel not needed for the project.
- Develop Permission to Construct sketch maps for use by the RTC per the RTC standards.
- Prepare a preliminary estimate of probable cost estimate, including temporary and/or permanent easements, acquisitions, and relocations based on readily available published information, and guidance from the SBX project. This estimate shall be for internal RTC use only for preliminary cost budget purposes.

3.7.1. Exclusions

- CONSULTANT will not prepare an estimate of the total services and incidental costs associated with each real estate acquisition (appraisals, acquisition and title/escrow, legal services, etc.).

- CONSULTANT will not include easement, acquisition, or relocation costs in the Engineer's Probable Cost Option.

3.8. TRAFFIC VOLUME VERIFICATION

3.8.1. Data Collection

CONSULTANT will utilize the information found in Headway's Mill Street Corridor Study dated 12/10/2021. Additional traffic data collection will not be evaluated under this contract.

3.8.2. Update Travel Demand Forecast

CONSULTANT will utilize the information found in Headway's Mill Street Corridor Study dated 12/10/2021. Additional travel demand forecasts will not be evaluated under this contract.

3.8.3. Traffic Operations Report

CONSULTANT will utilize the information found in Headway's Mill Street Corridor Study dated 12/10/2021. Signal timing will not be evaluated under this contract.

Final design will include:

- Single left turn lane from westbound Mill Street to the Northbound I-580 entrance ramp.
- Layout and design for traffic signal at Golden Lane/Redwood Place and Mill Street and abandon Louise Street. Signal timing will be provided by the RTC and/or the City of Reno.

3.8.4. Deliverables

None.

3.9. ACCESS MANAGEMENT

According to the RTCs 2050 Regional Transportation Plan, Mill Street is classified as a "Medium Access Control Arterial" and will be utilized for this project. The CONSULTANT will review property access locations and provide recommendations, included shared driveway options, for select locations with special operational or safety concerns in a memorandum report. Access Management will be evaluated with the proposed design of raised median islands.

The existing median along Mill Street just east of Matley Lane is currently a two-way-left-turn lane (TWLTL) configuration. Headway's Traffic Analysis reports recommends eliminating the TWLTL configuration, and access to and from Mill Street from Matley Lane will be reconfigured and confined to right-in/right-out only movements.

3.10. SAFETY ASSESSMENT

CONSULTANT will obtain the Traffic Crash Data from NDOT for the years 2015 - 2017. CONSULTANT will identify existing hot spots and/or trends for special consideration. Characterization of the crash types and trends will be used to identify potential countermeasures that could be incorporated in the project design. Site specific crash analysis and diagramming is not included as a high-level, predictive type evaluation is intended.

3.11. DATA COLLECTION

CONSULTANT will obtain the Stage 2 Design (PDF and electronic CADD files) from the RTC. Additional, as-built data (pdf and electronic CADD files) for Mill Street, Terminal Way, and surrounding side streets within the project will be obtained from the City of Reno.

CONSULTANT will coordinate with NDOT to obtain the current electronic design files for the SBX improvements on Mill Street. CONSULTANT will continue regular coordination with NDOT to ensure design/as-built information is updated.

3.12. ENVIROMENTAL SUPPORT – OPTIONAL TASK

If necessary, CONSULTANT will perform limited environmental analysis services for this project, which will not have any federal funding applied to it.

The completed EIS for NDOT's Reno Spaghetti Bowl Project encompasses the portion of Mill Street in the vicinity of NDOT's I-580 Right-of-Way.

Kietzke Lane is also NDOT Right-of-Way, however, improvements along Kietzke Lane include revised intersection returns with Mill Street to accommodate widening along Mill Street. No widening or lane configuration revisions are proposed for Kietzke Lane.

If any right-of-way acquisitions outside the limits of the Reno Spaghetti Bowl EIS require a Phase I Environmental Analysis, or if any right-of-way acquisitions require a Phase II Environmental Analysis to be completed at RTC's direction, RTC will provide authorization and funding under Task 7 - Design Contingency.

TASK 4. 90% DESIGN

4.1. DESIGN CRITERIA & SOFTWARE

4.1.1. Design Criteria

CONSULTANT will develop design criteria for Mill Street. Design standards will be established based on:

- Standard Specifications for Public Works Construction (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2011
- Manual on Uniform Traffic Control Devices 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- RTC 2050 Regional Transportation Plans
- Truckee Meadows Regional Drainage Manual, latest version

If any structural design is needed beyond what is included in the Orange Book, The NDOT Structures Manual, 2008, and subsequent revisions, shall be used for design criteria.

CONSULTANT will prepare draft design criteria, consisting of a tabular format document of critical criteria and a summarized listing of the governing standards and references, for review by the RTC and other agencies for review and approval. A meeting will be held with the RTC and agencies to reconcile any outstanding review comments and prepare and submit the Final Design Criteria. CONSULTANT will review existing geometry for Stage 2 Design plans for consistency with the agreed upon standards.

Should the RTC direct the use of future releases of these references that would significantly alter the scope of work or increase the level of effort required to complete the work, incorporating these changes will be negotiated as additional services before additional work is initiated.

4.1.2. Software

Project design and plans will be produced using MicroStation V8i and InRoads SS2, with the understanding that master files can be translated to AutoCAD at the completion of final design for final delivery to the RTC, if required. ProjectWise will be used to organize CADD files, included those of the Subconsultants.

4.1.3. Deliverables

- Draft Design Criteria for Agency Review
- Final Design Criteria

4.2. 90% DESIGN

The magnitude of design changes from the 60% Stage 2 Design prepared by others require a 65% design level submittal for Agency review prior to advancing the design to 90%. The 65% design submittal shall include 65% level drainage report, cost estimate, and plans (96 plan sheets). Agency comments on the 65% design shall be compiled and responded to. CONSULTANT shall organize a 65% design review comment meeting to discuss questions about the Agency comments.

4.2.1. Drainage Analysis

CONSULTANT will review previously received agency review comments that have not been addressed yet. CONSULTANT will provide responses to the comments and hold a review meeting to ensure Agencies are in acceptance of proposed solutions, and all comments adequately addressed.

CONSULTANT will utilize the Mill Street Future Improvements – Drainage Memorandum, dated September 14, 2021 prepared by Horrocks Engineers as the basis of their drainage design.

This scope is based upon the drainage criteria outlined by the *Truckee Meadows Regional Drainage Manual (TMRDM)*, *Truckee Meadows Structural Controls Design and Low Impact Development Manual*.

CONSULTANT will estimate street surface flow characteristics (i.e., depth, velocity, spread width/dry lane, and velocity time depths) using Manning’s Equations for 5-, 10-, and 100-year design storm events.

CONSULTANT will evaluate existing drainage facilities to ensure they meet drainage criteria using Manning’s Equation for storm drain facilities and drop inlets.

CONSULTANT will complete a 65% and 90% Design of the proposed drainage facilities (culverts, roadside ditches, drop inlets, and storm drain facilities) to meet drainage criteria. Where possible, use of and tie-ins into existing drainage systems along Mill Street will be incorporated into the design.

4.2.2. Lighting and Electrical Design

Electrical design will include any required new street lighting, relocating, and/or removing the existing street lighting, miscellaneous electrical connections (if any), electrical service

points for lighting and signalized intersections, and coordination with NV Energy for any electrical utility relocations and any new service requirements. The project will be Flat Rate Corridor Lighting; therefore, CONSULTANT will provide the lighting analysis, and NV Energy is responsible for the lighting design, including electrical load and voltage drop calculations.

Full Lighting Study shall be completed by CONSULTANT'S subconsultant, PK Electrical.

- Field measurements to obtain current lighting levels along Mill Street from Kietzke Lane to Terminal Way.
- Determination if existing lighting levels meeting city of Reno lighting standards for pedestrians and roadways.
- Photometric calculations and plan showing existing and suggested/proposed layout for new street lighting to meeting the standards as necessary.
- Report outlining proposed recommendations.
- Opinion of probable construction cost.
- Measurements taken at up to five (5) representative sections of Mill Street at ~20' increments along the roadway, with measurements taken at the middle of each sidewalk, travel lanes, and the median/centerline. Photometric meter's light sensor will be placed directly on the ground.
- CONSULTANT will provide escorts, including company vehicle with flashing lights and a flagger, for safety during measurements.

4.2.3. 90% Roadway, Signing, Striping, Right of Way, Geometric, Utilities, Removals, Structural and Details

Incorporating the result of the Headway's Mill Street Corridor Study Traffic Analysis report dated December 10, 2021, and the RTC Final Design Open Items Matrix, CONSULTANT will advance the Stage 2 Design prepared by Horrocks Engineers, and prepare 65% and 90% preliminary design plans, a corresponding 65% and 90% preliminary opinion of probable construction cost estimate, and 90% technical specifications.

Design changes and refinements of the geometric layout include:

- Refinement of Mill Street alignment near Kietzke Lane to accommodate the third eastbound lane west of Kietzke Lane while minimizing impacts to gas stations and avoiding RSIC Tribal Lands.
- Removal of dedicated right turn lane from westbound Mill Street to northbound Kietzke Lane to minimize right of way impacts, with verification from Headway Transportation, LLC, on their traffic analysis report.
- Modifications at Kietzke Lane / Mill Street intersection to ensure adequate sight distance and truck turning movements.
- Changed single left turn lane from westbound Mill St. to northbound I-580 ramp to a dual left turn lane to coordinate with recently constructed SBX project improvements. Required edge of pavement refinements along Mill Street to accommodate the dual left turn lane.
- Modification of full width bus pullout lane along westbound Mill Street between the I-580 northbound exit ramp and Matley Lane to minimize private property impacts.

- Modifications at Matley Lane / Mill Street intersection to accommodate large truck movements for right-in / right-out only movements.
- Analysis of bicycle and pedestrian safety along eastbound Mill Street approaching I-580 southbound entrance ramp. Reviewed options to keep the bike lane adjacent to the curb and gutter rather than to the left side of the dedicated right turn lane or combine the bicycles and pedestrians on a 10' wide multi-use path.
- Realignment of sidewalk at northwest corner of Golden Lane intersection to accommodate signal poles without encroaching onto Tribal Property.
- Design coordination and changes resulting from appraisals, fee acquisitions, and temporary construction easements.
- Additional utility design coordination.

Evaluate the geometric layout for a new traffic signal at Golden Lane and Mill Street, with a new roadway (requiring right-of-way acquisitions) to the south to complete the fourth leg of the intersection. This signal would replace the RRFB installed with the SBX project to increase pedestrian safety. The installation of a signal at Golden Lane would require a right-in right-out only movement at Reservation Road. In addition, Louise Street and Redwood Place would either be abandoned or terminated with a cul-de-sac rather than intersect with Mill Street. The operational analysis was completed in Headway's Mill Street Corridor Study dated 12/10/2021. No additional operational analysis will be done by CONSULTANT.

CONSULTANT shall provide extensive evaluation of the Golden Lane Extension alignment options that to evaluate impacted right-of-way, billboard impacts, and coordination of the traffic signal nearby billboard locations.

4.2.4. Landscape and Aesthetics

Mill Street is an existing commercial corridor with minimal landscaping/aesthetics adjacent to Mill Street. Although not anticipated, if any landscape or aesthetic design is necessary, RTC will provide authorization and funding under Task 7 - Design Contingency.

4.2.5. 65% and 90% Plan Sets

The sixty (60) plan sheets included in the Stage 2 Design will be advanced to the 90% level of detail. Additional sheets to be included are:

- Geometric Control and additional Grading Plans (8): Geometric control and grading plan information for median islands, separated sidewalks, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Additional Traffic Signal plans (5)
- Utility specific generated design (water, gas, etc.), as necessary from utility conflicts (10)
- Detailed analysis for lighting and/or electrical (4)
- Retaining Wall or other Special Structural Features (3)

- Additional Detail Sheets (10)
- Site reconstruction plans including landscape and aesthetic design for remediation of impacts to adjacent properties (10)

Approximately 110 Sheets total

Exclusions from the 90% Scope of Work:

- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)
- No soundwalls or soundwall aesthetic design is included
- Utility Companies are responsible for their own design and plan sheets.

4.2.6. 65% and 90% Cost Estimate

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost.

4.2.7. 90% Technical Provisions

CONSULTANT will provide detailed technical specifications as determined during the 90% design. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

4.2.8. 65% and 90% Design Submittal

CONSULTANT will submit 90% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC and City of Reno
 - 1 PDF copy of 11"x17" 65% and 90% design plans, Design Exception Summary (as necessary).
 - 1 PDF copy of 90% Technical Specifications
 - 1 PDF copy of 65% and 90% Engineer's opinion of probable construction cost estimate
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form
- Utility Companies with facilities in the area:
 - 1 PDF copy of 11"x17" 65% and 90% design plans
 - 1 PDF copy of 90% Technical Specifications
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form

4.2.9. Constructability, Cost Estimate, and Technical Specification Review

Subconsultant Pre-Construction Services Group will provide an independent constructability review of the 65% design plans, an independent review of the 65% cost estimate, and provide a draft construction schedule. All reviews will be summarized into a formal report to be submitted to the RTC.

Subconsultant Pre-Construction Services Group will provide an independent constructability review of the 90% design plans, an independent review of the 90% cost estimate, an independent review of the technical specifications, and provide a draft construction schedule. All reviews will be summarized into a formal report to be submitted to the RTC.

TASK 5. FINAL DESIGN

5.1. 100% DESIGN

CONSULTANT will organize a 90% review comment reconciliation meeting with the RTC and other agencies. Six (6) CONSULTANT team members are anticipated to attend the comment reconciliation meeting. The agreed upon revisions will be incorporated into the plans, allowing the CONSULTANT to finalize the design plans, specifications, and engineer's estimate to 100%.

CONSULTANT will submit 100% plans, specifications, and engineer's estimate to RTC, City of Reno, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

Subconsultant Pre-Construction Services Group will provide an independent constructability review of the 100% design plans, an independent review of the 100% cost estimate, an independent review of the technical specifications and update the construction schedule prepared at 100% design. All reviews will be summarized into a formal report to be submitted to the RTC.

5.1.1. 100% Design Submittal

CONSULTANT will submit 100% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC and City of Reno
 - 1 PDF copy of 100% design plans, technical specifications, Design Exception Summary (as necessary), and construction cost estimate; full versions of drainage and geotechnical reports

- 1 Electronic Distribution of Review Comment Instructions & Comment Form
- Utility Companies with facilities in the area:
 - 1 PDF of 100% design plans
 - 1 PDF copy Technical Specifications
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form

5.2. FINAL DESIGN

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

5.2.1. Final Design Submittal

CONSULTANT will provide full size PDFs and a PDF of the Technical Specifications via a USB or FTP to the RTC for posting on their ProcureWare website for advertisement.

5.3. NDOT ENCROACHMENT PERMIT

CONSULTANT will prepare and submit to NDOT color coded plans and drainage checklist for work performed within NDOT right-of-way for Contractor's required encroachment permit.

TASK 6. BIDDING SERVICES

CONSULTANT will provide services during bidding for the project. CONSULTANT Project Manager and Design Manager will attend the RTC hosted pre-bid meeting, respond to any Request for Information (RFIs) during the bidding period, and prepare any addenda that may be required.

CONSULTANT Project Manager and Design Manager will attend the project bid opening, review the bids received for any irregularities, and create a tabulation of the bid results in an excel spreadsheet-based format to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a Conformed Set of Specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

TASK 7. DESIGN CONTINGENCY

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

TASK 8. ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will provide project management services for the scope of work of this task for the duration of construction and preparation of the Record Drawings, assumed to occur from June 2024 through December 2025, a duration of eighteen (18) months. Project management includes task setup and administration, continued management of Subconsultants, quality assurance on deliverables, coordination with the RTC Project Manager and Construction Management Team, and task closeout.

CONSULTANT will provide engineering services during construction assumed to be from June 2024 through October 2025. The CONSULTANT Project Manager will be responsible for the ongoing coordination with the RTC Project Manager and the construction management team's Construction Manager; including attending weekly construction progress meetings and as necessary field site visits to the project construction site to observe the progress and the general quality of the work, and project specific questions.

CONSULTANT will review and prepare written responses to Requests for Information (RFIs) from the Contractor for resolution of conflicts, providing clarifications, and/or interpretations of the plan and/or specifications prepared by CONSULTANT. CONSULTANT will maintain document control for the questions and responses.

CONSULTANT will review submittals and shop drawings as requested by the construction management team to ensure accuracy and conformance with the project plans and specifications.

CONSULTANT shall participate in the final inspection field review and shall coordinate with the construction management team regarding deficiencies to be included as part of the project punch/deficiency list.

Upon the Contractor achieving final project acceptance, or upon receipt of the as-built drawings from the Contractor, CONSULTANT shall complete a Record Drawing set of plan accounting for all known field revisions occurring during construction. Revision shall be shown in blue ink and shall be inserted by electronic methods. Each sheet of the plan set shall be dated and marked "RECORD DRAWING." CONSULTANT shall furnish one (1) USB Drive containing images of the Record Drawings to the RTC, Washoe County, and NDOT. The images shall be 11" x 17" and in .tiff or .pdf format with a resolution of not less than 300 dpi.

EXHIBIT B

Jacobs Fee Summary for Mill Street Widening (Kietzke Lane to Terminal Way) Final Design - vAmendment-01 - 09/26/2023																									
Tasks		Classifications, Hours, and Fee																							
Task	Project Title	Sr. Project Manager	Sr. Project Engineer	Project Manager	Structural Engineer III	Project Engineer IV	Project Engineer III	Project Engineer II	Project Engineer I	ROW	Office Survey Calcs/Utility	Field Survey Chief	Office Utility/Survey	Field Utility/Survey	ROW PLS	QA/QC Manager Sr	QA/QC Manager	CADD Tech	Technical Editor / QC	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs
Task	Rate	\$250.00	\$195.00	\$190.00	\$165.00	\$165.00	\$150.00	\$135.00	\$120.00	\$165.00	\$155.00	\$185.00	\$120.00	\$150.00	\$230.00	\$250.00	\$185.00	\$115.00	\$100.00	\$65.00	\$70.00				
1.0	Project Management	60	0	422	0	0	0	52	0	0	26	0	0	0	4	0	0	8	8	96	454	1130	\$ 146,890	\$ -	
1.1	Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management	60		200																96	350	706	\$ 83,740		
1.2.1	Kickoff Meetings			8	0			4			2	0		0							8	22	\$ 2,930		
1.2.2	Project Management Meetings & Weekly PM Coordination Call			48				48			24										48	168	\$ 22,680		
1.2.3	Design Coordination Meetings (see Task 4 for add hours)			120																		120	\$ 22,800		
1.2.4	Right of Way Setting Meeting			30											4			8				30	\$ 5,700		
1.3	Project Management Plan			4																	4	34	\$ 3,220		
1.4	Quality Management Plan			6																	4	34	\$ 3,220		
																						0	\$ -		
																						0	\$ -		
2.0	Public Outreach	0	0	137	0	0	0	4	0	0	4	0	0	0	0	0	0	80	0	0	0	225	\$ 36,390	\$ 54,150	
2.1	Public Outreach Plan			5																		5	\$ 950		
2.1.1-2.1.3	Stakeholder Database/Website/Branding			20																		20	\$ 3,800		
2.2	One-On-One Stakeholder Mtgs (40 @ 2hr/each)			80																		80	\$ 15,200		
2.3	Public Information Mtgs (2 mtgs + 2 prep/mtg)			24				4			4							80				112	\$ 14,920		
2.4	RTC Board Meetings (2 mtgs w/ 1 prep/mtg)			4																		4	\$ 760		
2.5	Reno City Council -OR- NAB (1 mtg + 1 prep/mtg))			4																		4	\$ 760		
																						0	\$ -		
SUB	Taylor Made Solutions																					0	\$ -	\$ 54,150	
																						0	\$ -		
3.0	Project Development	0	0	16	4	0	0	44	24	368	638	250	140	600	188	45	0	16	0	0	0	2333	\$ 381,510	\$ 123,025	
3.1	Geotechnical Investigation			4	4			4						16								28	\$ 4,360		
3.2	Pavement Design																					0	\$ -		
SUB	Construction Materials Inc.																					0	\$ -	\$ 85,025	
3.3	Existing Subsurface Utilities																					0	\$ -		
	Existing Utility Locate Verification											60	80									140	\$ 19,200		
3.3.1	Utility Coordination										150											150	\$ 23,250		
3.4	Utility Potholing											24										24	\$ 4,440		
SUB	Potholing																					0	\$ -	\$ 25,000	
3.5	Topographic Survey																					0	\$ -		
	Control - Verify and Densify											26	64									90	\$ 14,410		
	Topographic Survey											40	280									320	\$ 49,400		
	Drafting Topo / Ext. Ground .dtn										24	80										104	\$ 13,320		
SUB	First Take Aerial																					0	\$ -	\$ 3,000	
SUB	Traffic Control																					0	\$ -	\$ 10,000	
3.6	Existing Right of Way (Find Existing and Set New)																					0	\$ -		
	Find Existing Corners											60	60	32								152	\$ 27,460		
	Accurate R/W & Boundary Maps/CADD										24			16								40	\$ 7,400		
	Set New Right of Way Corners - File Record of Survey										40	100	100	40								280	\$ 48,900		
3.7	Right of Way Engineering Services																					0	\$ -		
	Title Packages (41 @ 8/hr each)									328												328	\$ 54,120		
	Develop Legals and Sketch Maps (41 @ 12hr/each)										400			100								500	\$ 85,000		
	QA/QC legals/sketch maps (41 @ 1 hr/each)															41						41	\$ 10,250		
	PRELIM Cost Est			12						40						4						56	\$ 9,880		
3.8	Traffic Volume Verification - No Work																					0	\$ -		
3.9	Access Management							20														20	\$ 2,700		
3.10	Safety Assessment							20														20	\$ 2,700		
3.11	Data Collection								24									16				40	\$ 4,720		
3.12	Environmental Support - OPTIONAL TASK																					0	\$ -		

EXHIBIT B

Project Title	Sr. Project Manager	Sr. Project Engineer	Project Manager	Structural Engineer III	Project Engineer IV	Project Engineer III	Project Engineer II	Project Engineer I	ROW	Office Survey Calcs/Utility	Field Survey Chief	Office Utility/Survey	Field Utility/Survey	ROW PLS	QA/QC Manager Sr	QA/QC Manager	CADD Tech	Technical Editor / QC	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs	
Task	Rate	\$250.00	\$195.00	\$190.00	\$165.00	\$165.00	\$150.00	\$135.00	\$120.00	\$165.00	\$155.00	\$185.00	\$120.00	\$150.00	\$230.00	\$250.00	\$185.00	\$115.00	\$100.00	\$65.00	\$70.00				
																						0	\$ -		
SUB PCSG (100% and PS&E)																						0	\$ -	\$ 11,845	
																						0	\$ -		
5.3 NDOT Encroachment Permit							8	24														32	\$ 3,960		
																						0	\$ -		
6.0 Bidding Services	0	0	26	0	0	0	10	0	0	2	0	0	0	0	0	0	12	0	0	0	50	\$ 7,980	\$ 1,540		
Pre-Bid Meeting			4																			4	\$ 760		
RFIs during Bidding - Plans and Specs			12				6			2							4					24	\$ 3,860		
Bid Opening & Bid Tabulations			6																			6	\$ 1,140		
Conformed Plans & Specs			4				4										8					16	\$ 2,220		
SUB PK Electrical																						0	\$ -	\$ 1,000	
SUB PCSG																						0	\$ -	\$ 540	
																						0	\$ -		
7.0 Contingency - RTC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 150,000	\$ -	
Design Contingency As Approved By RTC																						0	\$ 150,000		
																						0	\$ -		
8.0 Engineering Services During Construction	0	0	344	16	16	0	86	0	0	40	0	0	0	0	0	0	104	0	60	80	746	\$ 109,910	\$ 11,700		
Project Management / Doc Control	0		120																60	80		260	\$ 32,300		
Weekly Construction Meetings			160																			160	\$ 30,400		
RFIs			40	8	8		74			40							24					194	\$ 29,190		
Submittals			16	8	8																	32	\$ 5,680		
As-Builts			8				12										80					100	\$ 12,340		
																						0	\$ -		
SUB PK Electrical																						0	\$ -	\$ 9,000	
SUB PCSG																						0	\$ -	\$ 2,700	
																						0	\$ -		
Hours Per Staff	60	350	1105	92	303	1426	1062	858	388	802	250	160	600	200	133	60	1114	56	156	624	9799				
Base Scope Direct Labor Costs	\$ 15,000	\$ 68,250	\$ 209,950	\$ 15,180	\$ 49,995	\$ 213,900	\$ 143,370	\$ 102,960	\$ 64,020	\$ 124,310	\$ 46,250	\$ 19,200	\$ 90,000	\$ 46,000	\$ 33,250	\$ 11,100	\$ 128,110	\$ 5,600	\$ 10,140	\$ 43,680		\$ 1,590,265	\$ 299,585		
Direct Expenses																							\$ 89,000		
Misc. Exp.	\$ 2,000																								
Reproduction for Submittals	\$ 5,000																								
R/W Title Reports (Assume 41 @ \$2,000)	\$ 82,000																								
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL																							\$ 1,679,265	\$ 299,585	\$ 1,978,850



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.4.5

To: Regional Transportation Commission

From: Kimberly Diegle, Project Manager

SUBJECT: Butch Cassidy Drive Extension Project PSA

RECOMMENDED ACTION

Approve a contract with CA Group, Inc., for design and optional construction management services for the Butch Cassidy Drive Extension Project, in an amount not-to-exceed \$2,057,725.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with CA Group, Inc., is for professional design services for the Butch Cassidy Drive Extension Project in the amount of \$1,198,910, optional design services and contingency in the amount of \$198,720, optional engineering during construction services (EDC) in the amount of \$587,995 and optional EDC contingency in the amount of \$72,100. The project limits include extending Butch Cassidy Drive from its termination just west of the Edmonton Drive intersection to and including the SR431 Mt. Rose Highway and Thomas Creek Road intersection. Anticipated improvements include construction of the extension of the existing two-lane roadway (one lane in each direction); new curb and gutter along both sides of the roadway with new sidewalk along the north side to extend the existing sidewalk to the intersection at SR431 Mt. Rose Highway and Thomas Creek Road; pedestrian ramps; traffic signal infrastructure; lighting; signing and striping; utility adjustments; grading; drainage improvements; and potentially retaining and privacy walls.

CA Group, Inc., was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering and construction management services.

- Service Provider Agreement: October 2023
 - 30% Design: March 2024
 - 60% Design: July 2024
 - 90% Design: January 2025
 - 100%: April 2025
 - Final Design: June 2025
 - ROW Engineering: June 2024 – November 2024
 - ROW Acquisition: November 2024 – October 2025
-

- Invitation to Bid: November 2025 – December 2025
- Construction: January 2026 – October 2026

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

FISCAL IMPACT

Fuel tax appropriations are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

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

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of October 20, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC has selected CA Group, Inc. from the Design and Construction shortlist to perform Design and Engineering Services in connection with the Butch Cassidy Drive Extension 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, 2026, 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 9)	\$1,198,910.00
Design Contingency (Optional) (Task 10)	\$76,220.00
Optional Miscellaneous Design Services (Task 11)	\$122,500.00
Contract Administration Services (Optional) (Tasks 12 to 13)	\$587,995.00
<u>Contract Administration Contingency (Optional) (Task 14)</u>	<u>\$72,100.00</u>
Total Not-to-Exceed Amount	\$2,057,725.00

3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates

and rates for testing in Exhibit B. Any work authorized under Section 2.5, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. 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 Kimberly Diegle 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 David Dodson 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
Kimberly Diegle, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: kdiegle@rtcwashoe.com
(775)335-1844

CONSULTANT: David Dodson
Project Manager
CA Group, Inc.
8630 Technology Way, Suite C
Reno, NV 89521
Email: David.dodson@c-agroup.com
(775) 470-5770

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CA GROUP, INC.

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

DRAFT

Exhibit A

Scope of Services

DRAFT

EXHIBIT A-1

SCOPE OF SERVICES

INTRODUCTION

CONSULTANT will provide Engineering Design and Construction Administration Services for the Butch Cassidy Drive Extension Project.

This connection was identified as a Mt. Rose Highway Corridor need as part of the recently completed NDOT Mt. Rose Highway Corridor Study.

The project limits include extending Butch Cassidy Drive from its termination just west of the Edmonton Drive intersection to and including the SR431 Mt. Rose Highway and Thomas Creek Road intersection.

The existing Butch Cassidy roadway west of Edmonton Drive has a 28-foot wide asphalt concrete (AC) paved surface with curb and gutter on each side. Sidewalk exists only along the north side of the roadway. The current road provides access to a recently constructed residential development on the north side. No primary access exists off Butch Cassidy to the residential area on the south side.

Anticipated improvements include construction of the extension of the existing two-lane roadway (one lane in each direction); new curb and gutter along both sides of the roadway with new sidewalk along the north side to extend the existing sidewalk to the intersection at SR431 Mt. Rose Highway and Thomas Creek Road; pedestrian ramps; traffic signal infrastructure; lighting; signing and striping; utility adjustments; grading; drainage improvements; and potentially retaining and privacy walls.

The intersection at SR431 Mt. Rose Highway and Thomas Creek Road will be reconfigured to accommodate the extended roadway section.

The extension of the Butch Cassidy to the SR431 Mt. Rose Highway and Thomas Creek Road intersection will encroach on Nevada Department of Transportation (NDOT) right-of-way.

It is assumed that environmental clearance through NEPA will not be necessary.

The anticipated project schedule includes twelve (24) months for preliminary design, final design, right-of-way acquisition, and preparation of a NDOT encroachment permit. Bidding Services, Contract Administration and Construction is anticipated to be eight (8) months.

Major milestones anticipated to maintain the overall Project schedule are listed below:

- Service Provider Agreement: October 2023
- 30% Design: March 2024

- 60% Design: July 2024
- 90% Design: January 2025
- 100%: April 2025
- Final Design: June 2025
- ROW Engineering: June 2024 – November 2024
- ROW Acquisition: November 2024 – October 2025
- Invitation to Bid: November 2025 – December 2025
- Construction: January 2026 – October 2026

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

1. PROJECT MANAGEMENT

1.1. Team and Project Management

CONSULTANT will provide project management services for the duration of the Butch Cassidy Drive Extension Project including closeout activities; assumed to be twenty-four (24) months total, October 2023 through October 2025. Once the project proceeds to construction, project management services will be performed under the Services During Construction task.

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

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

1.2. Project Coordination and Meetings

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local, state, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. CONSULTANT Project Manager will keep the RTC Project Manager informed of progress with bi-weekly informal briefings via email or phone call. The CONSULTANT Project Manager will coordinate with team leads to discuss the progress of the project and identify issues and action items to be addressed.

1.2.1. Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with the RTC, Washoe County, NDOT and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. CONSULTANT will prepare a meeting agenda, take and distribute meeting minutes, and track concerns about the project from the attendees.

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

1.2.2. Project Management Team Meetings

CONSULTANT will facilitate monthly meetings with the RTC Project Manager to discuss the design progress; upcoming milestones; scope, schedule, and budget; risk status; key technical issues by discipline; and make informed decisions. This meeting will be facilitated by the CONSULTANT Project Manager and an agenda and meeting summary will be provided. A total of twelve (24) meetings are anticipated.

Deliverables - Meeting Invitation, Materials, Exhibits and Summaries

1.2.3. Internal Design Team Coordination Meetings

Starting with the Preliminary Design effort, CONSULTANT will hold biweekly design coordination meetings with CONSULTANT design staff and subconsultants as appropriate to ensure cross-discipline coordination with design and schedule. A total of twenty-four (48) meetings are anticipated.

1.2.4. Miscellaneous Coordination Meetings

CONSULTANT will prepare for and attend miscellaneous coordination meetings with RTC, Washoe County, Washoe County School District, and NDOT staff as requested by and at the RTC's discretion. A total of twelve (24) meetings are anticipated over the duration of the project.

Deliverables - Meeting Invitation, Materials, Exhibits and Summaries

1.2.5. Utility Coordination Monthly Meetings

CONSULTANT will prepare for and attend utility coordination meetings during final design with RTC, Washoe County, NVEnergy, Spectrum, AT&T and other utilities as requested by and at the RTC's discretion. A total of twelve (12) meetings are anticipated over the duration of the project.

Deliverables - Meeting Invitation, Materials, Exhibits and Summaries

1.3. Project Management Plan (PMP)

CONSULTANT will prepare a Project Management Plan (PMP) that will include: Project Instructions, Risk Management Plan, Communications Protocols; Project Directory, Scope, Schedule, and Budget, File and Information Sharing and Storage Protocols, and the Safety Plan.

The PMP will be distributed to the CONSULTANT team, including Subconsultants, and will be updated as needed throughout the project duration.

Deliverables – Draft and Final PMP

1.4. Quality Management Plan (QMP)

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

Deliverables – Draft and Final QMP

1.5. Design Schedule

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

1.6. Constructability Reviews and Construction Schedules

CONSULTANT will provide an independent constructability review of the 60 Percent Design plans, an independent review of the 90 Percent Design plans, and provide a draft construction schedule at the 90 Percent Design submittal. Constructability reviews and updates to the draft construction schedule will be provided on the Final Design Submittals.

2. PUBLIC AND AGENCY INVOLVEMENT

2.1. Public Information Meetings

CONSULTANT will prepare applicable exhibits, assist with facilitation, and document two (2) public information meetings. Public Information Meetings 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 control, driveway access, public notification requirements, and any concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will also participate in two (2) pre public information meetings with RTC staff to discuss and review exhibits, topics, and appropriate responses to questions. CONSULTANT will provide RTC with all publicly viewed information, two weeks prior to their public release for review and comment.

It is assumed the RTC will identify appropriate venues, design and place print ads, prepare mailers and press releases, cover the direct costs associated with the meeting venues, print ads,

court reporter, Spanish translator, and mailers and those costs are not included as part of the CONSULTANT's fee.

Deliverables - Public Information Meeting Exhibits and Summaries

2.2. Individual Stakeholder Meetings

CONSULTANT will arrange and participate in individual stakeholder meetings as required. Individual meetings may take place with stakeholders including, but not limited to, Citizen Advisory Boards, property owners, businesses, and community groups/organizations. These efforts shall be coordinated with the RTC Communications Team. Stakeholder Meetings will be documented and include the person(s)/group(s) met with, time and location, summary of topic, and issues, comments and questions raised.

Deliverables - Meeting Materials, Exhibits and Summaries

2.3. Project Briefings

CONSULTANT will assist in the development of PowerPoint presentations for Project briefings to RTC and Washoe County Commission Boards, County Commissioners, and other elected officials, as well as State and Local agencies as needed.

Deliverables – PowerPoint Presentation Assistance

2.4. Collateral Materials

CONSULTANT will design and prepare collateral materials as needed for the Project to effectively communicate information to stakeholders and the public. Collateral may include fact sheets, maps, FAQs, and infographics.

3. PERMITTING

3.1. NDOT Encroachment Permit

CONSULTANT will prepare and process an encroachment permit package through the Nevada Department of Transportation for construction for the portions of the project within NDOT right-of-way. CONSULTANT will participate in a pre-permit meeting before submitting the permit application. Any revisions required by NDOT will be made on the plans before finalizing the permit. The RTC and the local agency 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.

4. INVESTIGATION OF EXISTING CONDITIONS

4.1. Private Property Right-of-Entry Coordination Assistance

Per Nevada Revised Statute (NRS) 37.050, 118A.330, and Chapter 41 before entering private

land to perform site visits, geotechnical investigation, and survey activities CONSULTANT will assist the RTC in providing written notice to the owner or occupant of the land of the proposed date and approximate time of entry upon the land and a statement of the purpose for entry upon the land. The notice will include the date, name of firm performing work, number of staff accessing the site, description of the work being performed, and field contact name and phone number. CONSULTANT shall obtain the approval of the owner or occupant of the land before entry.

4.2. Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing roadway and project site conditions during a one (1) day site visit.

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider multi-modal improvements. CONSULTANT will review other field conditions including new alignment area.

CONSULTANT will perform up to four (4) field visits throughout Tasks 5 through Task 7 Preliminary Studies, Preliminary Design, and Final Design to determine and/or confirm design decisions.

4.3. Geotechnical Investigation

CONSULTANT will perform a geotechnical evaluation at the site including exploratory borings, test pits, soil sampling, laboratory testing, geophysical testing, slope stability, engineering analysis and provide recommendations for design and construction of the proposed improvements.

4.3.1. Research

CONSULTANT will research existing geotechnical studies, reports, and as built plans during the preliminary investigation. Research will also include review of published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards near the project location. CONSULTANT assumes that no existing and/or limited information is available. If existing information is available, CONSULTANT will reevaluate our field investigation scope and budget and coordinate accordingly with the RTC Project Manager.

4.3.2. Field Exploration

All explorations, completed by exploratory borings, will follow AASHTO guidelines, RTC Flexible Pavement Design Manual, 2007, and NDOT standards, where applicable.

It is anticipated that exploration will include:

- Four exploratory borings to 100 feet, including rock coring.
- Four test pits to 15 feet.

Using Underground Service Alert (USA) North, CONSULTANT will obtain underground utility clearance for public utilities at the project site prior to drilling the borings. On-site private utility locations will need to be provided by a representative of the owner. The on-site utilities are the responsibility of the owner. CONSULTANT will make reasonable efforts to locate the borings to avoid existing utilities. The site owner should provide a utility site map if available. CONSULTANT will also perform field mapping or rock outcrops and measure strike and dip of exposed rock jointing and fractures.

Soil samples will be obtained at depths of about 2 ½ feet below the existing surface grade (bgs), 5 feet bgs, and at about 5 foot vertical intervals thereafter, in general accordance with ASTM D3550 by driving a 3-inch outside diameter ring-lined split-barrel sampler with a 140-pound automatic hammer falling 30 inches. Standard Penetration Tests (SPTs) might also be performed at similar depths in place of a ring-lined split-barrel sampler dependent upon subsurface conditions encountered. SPTs will be performed by driving a 2-inch outside diameter split-barrel sampler with a 140-pound automatic hammer falling 30 inches in general accordance with ASTM D1586. The number of blows required to advance the sampler will be counted and recorded in order to give an indication of soil consistency. Bulk soil samples will be obtained from soil cuttings at selected intervals of representative earth materials in each boring and placed in plastic bags and transported to our laboratory.

4.3.3. Geophysical Measurements

CONSULTANT will complete two (2) geophysical arrays using Seismic Refraction methodologies. The Data will be acquired with a Seismic Source model DAQlink4 24-channel seismograph, using a 24-geophone spread spaced at 16-foot intervals for a total survey line length of 368-feet. Vertical geophones with resonant frequencies of 4.5 Hz measure surface and refracted waves obtained from a source. The source is created using a 16-pound sledgehammer on a steel plate. Data will be processed using Optimum application.

4.3.4. Laboratory Testing

Laboratory testing will be completed on representative soil samples to determine soil classifications, strength and compressibility properties, and corrosion. Several different tests are anticipated including index properties, moisture content, in-place dry density, consolidation testing, direct shear testing, expansion testing, proctor, and R-value. A brief description of these tests is included below:

- Representative samples of each significant soil type will be tested in our laboratory for index properties, such as moisture content, grain size distribution and plasticity.
- Consolidation testing will be conducted on fine-grained soils to evaluate settlement potential. Several different material properties are derived from this test including pre-consolidation pressure, coefficient of consolidation, compression index, and recompression index. The pre-consolidation pressure is an important soil property, as it provides a measure of the past maximum pressure that the soil has experienced. Typically, if the design load on the soil is less than the pre-consolidation pressure, then the overall settlement potential is significantly reduced.

- Direct shear testing will be completed on in-situ or remolded native soils to assess shear strengths for slope stability, soil lateral pressure analysis, and allowable bearing pressures. Moisture-density curve relationships (Proctor) will be completed to determine remolded dry density and moisture contents for direct shear testing.
- Moisture-density curve relationship tests will also be completed on representative subgrade soils. Optimum moisture content determined by these tests will be compared to in-place subgrade soil moisture contents and provides a basis to determine if unstable subgrade soils will be encountered.
- Expansion Index testing will provide the expansion potential of the native soils at the project site. Testing is done on remolded samples and will aid in identification of unsuitable soils.
- Resistance value tests (R-value testing) will also be completed; R-value testing measures the strength of subgrade soils and its expansion potential. The test results are used to determine the subgrade soil resilient modulus, which is used in structural section design.
- Corrosion testing on representative native soils will also be performed to determine corrosion potential to steel and concrete. Soils will be tested for resistivity, soluble sulfate, total soluble solids (i.e., solubility), and soluble soil chlorides.

4.3.5. Analysis

All analyses will be in accordance with AASHTO LRFD Standards (2018) and current NDOT standards, as applicable.

4.3.5.1. Retaining Walls

Cantilever retaining walls may also be designed. CONSULTANT will provide anticipated design lateral loads including surcharge, static, and seismic. Also, foundation design recommendations including allowable bearing pressures, passive pressures, soil friction values, and settlement (total and differential) will be provided. CONSULTANT will utilize NDOT Standard Details for any proposed retaining wall design.

4.3.5.2. Embankments and Slope Stability

Embankments may overlie weak, compressible soils or solid rock. Our analysis will evaluate both bearing or rotational failure (slope stability) and settlement. Settlement durations including time increments to achieve settlement milestones will be given, so embankment construction planning or staged construction, if required, can be completed. Recommendations to reinforce embankment fills, if required, including the use of geogrids, or other methods to reduce potential bearing failure and excessive horizontal deformations will be presented. Construction recommendations to stabilize subgrade soils will also be given.

CONSULTANT will evaluate the stability of excavated cut slopes for soil slopes and/or rock slopes for both 1H:1V and 2H:1V slopes.

Instrumentation of embankment settlement during construction may be required. Recommended instrumentation to measure both vertical and horizontal displacements during construction will

be provided.

4.3.5.3. Rock Fall Analysis

The rock fall analysis will investigate the stability of the rock cuts and role of the discontinuities. During an extended site visit, CONSULTANT personal will map rock strike and dip angles across the site. Rock parameters will be used to map expected rock fall locations within the slope. Once rock fall locations are mapped, CONSULTANT will provide recommendations for mitigation techniques. These techniques may include rock nets, catchment basins, roadway locations, etc.

4.3.5.4. Analytical Software

SLIDE2 version 9.019 will be used to perform slope stability analyses on both excavated cut slopes and embankment fill slopes and global stability for retaining walls. This program performs a two-dimensional limit equilibrium analysis to compute the factor of safety (FOS) for a layered slope using the simplified Bishop method. This method satisfies vertical force equilibrium for each slice and overall moment equilibrium about the center of the circular trial forces. Rock slope stability will be performed using kinematic analysis using graphical stereographic projection methods. Slope stability analyses will be performed for both static and pseudostatic conditions.

SETTLE3 version 5.013 will be used to determine potential settlements (elastic and consolidation) of the underlying soil profile due to embankment or loading from retaining walls. This program is an interactive program for computing the stresses and settlement resulting from embankment and foundation loading. These programs have many other capabilities including the determination of increases in undrained shear strength due to consolidation of fine-grained soils; determining time rate settlements of fine-grained soils including staged construction; and designing prefabricated vertical drains (PVD's) to acceleration settlement consolidation of fine-grained soils.

4.3.5.5. Seismic

To determine the location of any mapped earthquake faulting trending through or near the project site, a review of the following published information was completed:

- USGS Website: Earthquake Hazards Program Quaternary Faults in Google Earth
- The USGS Interactive Fault Map

Our review indicates that no mapped faults traverse through the roadway alignment. However, regional faulting will also be evaluated and fault properties including magnitude and lengths will determine seismic parameters used for soil liquefaction analysis.

Peak ground acceleration, site classifications, spectral responses, and site coefficients will be determined based on AASHTO references and NDOT standards. Design ground accelerations will be determined for retaining wall lateral load analysis. Peak ground accelerations will be used to determine pseudo-static forces for slope stability analysis.

Concerns of soil liquefaction and lateral spread potential are not expected for this project due to local geology and depth to groundwater. If needed, CONSULTANT can provide this analysis. If so, mitigation construction options will be presented, as applicable, and design recommendations will be provided.

4.3.5.6. Structural Section Design

Structural section design recommendations will be based on AASHTO methodology and the current RTC Structural Design Guide for Flexible Pavement, 2021. Both rigid and flexible pavement structural sections are anticipated for this project. Design recommendations will also follow Washoe County structural section recommendations based on the roadway classification.

4.3.6. Geotechnical Investigation Report

Upon completion of field, laboratory, and office studies, a geotechnical investigation report will be completed for the project. Separate reports will be generated for preliminary and final investigations (if necessary) for submittal to the RTC and the Washoe County including the following:

- Introduction, Site and Geologic conditions, and Laboratory Testing:
- Seismicity
- Geotechnical Design Parameters
- Structural Section
- Construction Recommendations

A final report will be issued addressing the comments; only one round of review and comments is scoped. After addressing any comments, a final Preliminary Design Geotechnical Investigation Report will be completed.

Deliverables – Draft and Final Preliminary Design Geotechnical Investigation Reports

4.4. Topographic Survey

Topographic mapping and boundary will be determined to meet design needs.

CONSULTANT will conduct field surveys and provide photogrammetric mapping and office support to produce topographic design surveys within the project area. The survey information will be provided for the full right-of-way width and/or limits of proposed construction. Aerial mapping will include the full length right-of-way corridor and/or proposed right-of-way corridor and capture the full extent of parcels anticipated to be impacted and shall extend 500-feet to 1,000- feet beyond linear project limits at each intersection.

All key existing features of the project site will include, but will not be limited to: centerline elevations; existing stripping; edge of pavement; curb, gutter, and sidewalks; ADA ramps; multi-use paths; retaining walls; ditch features; hinge points; location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes; culverts; location, invert and rim elevations for all water and gas valves, boxes and vaults; location, invert and rim elevations of storm drain

inlets and catch basins; utility poles and anchors; fences; signs; existing survey monuments encountered; location of underground utility carsonite markers (if any); and any other key existing features.

CONSULTANT will perform minor supplemental field survey as necessary as design progresses.

The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City or County, benchmarks.

Deliverables – Color aerial imagery ortho photos compatible with both MicroStation and AutoCAD; topographic linework, existing ground surface including 3D breaklines; label callouts for rim and pipe inverts of storm drains, sewer systems, and other utilities; 1-foot existing ground contour intervals at a scale of 1" = 40' for 100 feet each side of right-of-way and 500 feet to 1,000 feet beyond each of the project limit interchange and intersection returns.

4.5. Right-of-Way Mapping

CONSULTANT will research ownerships and Assessor's Parcel Numbers (APNs) within the project limits, as well as obtain copies of any recorded maps and/or deeds that identify road rights-of-way and parcel boundary lines. Right-of-Way and property boundaries will be drafted from record descriptions and maps, search coordinates will be calculated for field boundary surveys, and field boundary surveys will be conducted on each affected parcel. This task includes post processing and reduction of field data and boundary resolution based upon field findings and record documents.

CONSULTANT will prepare right-of-way boundaries based on field survey ties for roadway centerline monuments, section corners, property corners, and highway right-of-way monuments. Field surveys to adequately locate existing parcel boundaries will include survey ties for roadway centerline monuments, boundary corners, and applicable public land survey monuments within the project limits.

The right-of-way will be shown on the project plans and used as the basis for Right-of-Way Engineering Services included in Task 8. Owners names an assessor's parcel numbers will be shown on the base mapping.

Deliverables – Record Right-of-Way in Electronic CADD Format

4.6. Subsurface Utilities

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

CONSULTANT will investigate and locate subsurface utilities within the roadway 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.

Based on field investigation, CONSULTANT will provide the RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project and prepare the initial notification for placement on RTC letterhead and for RTC signature. CONSULTANT will distribute to the utility agencies on the list and 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 coordinate any utility relocations necessary to accommodate the project with the utility companies. The design and technical specifications required to relocate impacted facilities will be provided by others. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in the contract documents if provided by the affected utility agency in a timely manner that meets the CONSULTANT design schedule. CONSULTANT will assist the RTC in preparation of applications necessary for submission to utility companies for facility relocations, as required.

No upgrading or expanding of facilities shall be included.

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

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

4.7. Utility Potholing

Should insufficient information be available from existing records to determine if conflicts between the proposed work and existing utilities will occur, CONSULTANT shall request approval from the RTC to pothole a sufficient number of locations to make such a determination. CONSULTANT will hire a potholing subconsultant 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 up to a total of ten (10) potholes will be conducted to locate facilities within the project limits.

5. PRELIMINARY STUDIES

5.1. Data Collection

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

5.2. Design Criteria

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

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

Structural design needed beyond what is included in the Orange Book shall follow the NDOT Structures Manual, 2008 and subsequent revisions.

CONSULTANT will prepare draft-design criteria with a summarized listing of the governing standards and references, for review by the RTC, Washoe County, and NDOT for review and approval. CONSULTANT will review existing geometry for consistency with the agreed upon standards.

Deliverables – Draft and Final Design Criteria Memorandums

5.3. Traffic Analysis

5.3.1. Data Collection

The CONSULTANT will provide existing (2023) AM and PM peak hour (largely dictated by the various school schedules in the vicinity) turning movement counts (including bike and ped counts) at the SR431 Mt. Rose Highway and Thomas Creek Road intersection, the SR431 Mt. Rose Highway and the Edmonton Drive intersection, and the Butch Cassidy Drive and Edmonton Drive intersection.

In addition, 24-hour counts will be conducted for SR431 Mt. Rose Highway, Thomas Creek Road, and Butch Cassidy in the vicinity of the project limits.

5.3.2. Traffic Forecasting and Intersection Analysis

CONSULTANT will develop a forecast based on the RTC 2050 TransCAD model for the intersection and mainline segments identified in Task 5.3.1.

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 new construction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from RTC and/or Washoe County traffic records. Additionally, CONSULTANT will provide 2050 forecasted traffic volumes for Butch Cassidy utilizing existing counts and RTC provided 2030 and 2050 traffic forecast output from the RTC Regional Traffic Model. CONSULTANT will also provide 2030 and 2050 forecasts and determine traffic operations using Synchro software at SR431 Mt. Rose Highway and Thomas Creek Road intersection, SR431 Mt. Rose Highway and Edmonton Drive, and Butch Cassidy Drive and Edmonton Drive.

CONSULTANT will review adjacent significant development traffic impact analysis from City of Reno or Washoe County, as provided by and requested by RTC, for adherence and forecasts assumptions for the Butch Cassidy Extension Project.

6. PRELIMINARY DESIGN

6.1. Drainage Analysis

CONSULTANT will conduct a drainage analysis to determine the impacts associated with the extension of Butch Cassidy Drive. This extension will consist of a two-lane roadway with curb, gutter, and sidewalk, acceleration and deceleration lanes at the intersection with SR 431 (Mount Rose Highway), and other roadway appurtenances as needed. See the Roadway analysis and Design section of this scope for more information. Existing drainage conditions will be reviewed and the drainage analysis will generally consist of an onsite hydrologic analysis and local offsite hydrologic analysis, as well as hydraulic calculations to verify functionality of recommended hydraulic facilities.

The April 30, 2009 version of the Truckee Meadows Regional Drainage Manual (TMRDM) will be used to guide the hydrologic and hydraulic analysis and drainage design. Butch Cassidy will be considered a Minor Arterial for calculation of the on-site minor and major storm events in the TMRDM as well as travel lane dry width criteria. The Rational Formula will be used to calculate on-site runoff for the 5-year and 100-year, minor and major storm events respectively. HEC-22 methodology will be used to evaluate drainage inlet interception, bypass, flow depth, and flow spread. This analysis, notable findings, pre-and-post project flow conditions, and any areas of design exception will be summarized and discussed within the Draft Technical Drainage Report.

An analysis of local offsite drainage will be performed to address drainage conditions at the Project limits and at the edge of right-of-way. The County's HEC-HMS model will be reviewed and used to determine flows impacting the project and identify areas of concern.

The Butch Cassidy Drive Extension Project limits do not fall within any Special Flood Hazard Areas (SFHA) or any Other Areas of Flood Hazard (OAFH) or any other flood areas of concern.

6.1.1. Draft Technical Drainage Report

A Draft Technical Drainage Report will be prepared to summarize the results of the on-site and off-site analysis performed for the 60 Percent Design. The report will summarize the criteria and guidelines used in the analyses, the anticipated performance of the drainage facilities within the

project design, conformance with criteria, and any noted design criteria exception areas.

Deliverables – Draft Technical Drainage Report (60 Percent Design)

6.2. Lighting and Electrical Design

Electrical design will include new street lighting at the three curves on the new roadway and at the intersection with Mt. Rose Hwy; relocating, and/or removing the existing street lighting at the existing Mt. Rose Highway and Thomas Creek Intersection (if needed); miscellaneous electrical connections; electrical service points for lighting; and coordination with NVE for any electrical utility relocations and any new service requirements (if needed).

Lighting design will not be completed for the 30 Percent Design. Lighting design for the 60 Percent Design will be conceptual only. No detailed analysis will be completed at the 60 Percent Design for lighting.

The electrical design will include all necessary lighting, power locations, conduit, wiring, boxes, and electrical requirements for the lighting system and power distribution services. CONSULTANT will provide associated electrical schedules and lighting/electrical calculations.

6.3. Landscape and Aesthetics

CONSULTANT will prepare alternative landscape and aesthetics concepts for the project. Landscape and aesthetics design will not be completed for the 30 Percent Design. Landscape and design for the 60 Percent Design will be conceptual only. No detailed analysis will be completed at the 60 Percent Design for Landscape.

6.4. 30 Percent Design

CONSULTANT will prepare a 30 Percent Design submittal for extending Butch Cassidy Drive. Roadway plans will be designed in accordance with design criteria developed in Task 5.2. CONSULTANT will prepare a list of the exceptions (if any) identifying station limits, standards, and potential mitigations.

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 30 Percent Design submittal:

Title Sheet (1)

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

Typical Section Sheets (2)

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

- Proposed bridge and retaining wall locations

Survey Control/Right-of-Way Sheets (5)

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

Roadway Plan Sheets (4)

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

Roadway Profile Sheets (4)

- Profile view stacked window layout
- Vertical grade and curve data

Drainage Plan and Profile Sheets (8)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Proposed ground contours at 1' interval

Approximately 27 Sheets Total. <- revise for drainage sheets

Exclusions from the 30 Percent Design:

- Geometric Control and Grading Sheets will not be prepared
- Pavement section depths will not be prepared
- Removal limits, including existing roadway, signs, drainage, etc. will not be prepared
- Existing utilities and proposed utility adjustments/relocations will not be prepared
- Superelevation diagrams will not be prepared
- Drainage Detail Sheets will not be prepared
- Signing and Striping Sheets will not be prepared
- Detail Sheets will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Retaining Wall and Soundwall Sheets will not be prepared
- Lighting Sheets will not be prepared

- Signal, Traffic Signal Interconnect, and ITS Sheets will not be prepared
- Detailed analysis for electrical will not be completed
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Cross sections will not be prepared

6.5. 30 Percent Cost Estimate

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

6.6. 30 Percent Design Submittal

CONSULTANT will submit the 30 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 30 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of Review and Comment Form

Washoe County:

- 1 Electronic Distribution 11" x 17" 30 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of Review and Comment Form

Utility Agencies:

- 1 Electronic 11" x 17" 30 Percent Design plans
- 1 Electronic Distribution of Review and Comment Form

6.7. 30 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC, Washoe County, and NDOT staff to discuss the 30 Percent Design. CONSULTANT will consolidate and provide responses to the 30 Percent Design plan review comments with the 60 Percent Design deliverables.

6.8. 60 Percent Design

Incorporating agency comments from the 30 Percent Design review, CONSULTANT will advance the design and prepare 60 Percent Design plans, a corresponding 60 Percent Design

preliminary engineer's estimate, and an outline of the 60 Percent Design technical specifications.

Plan sheets included in the 30 Percent Design submittal will be advanced to the 60 Percent level of detail.

Additional sheets and sheet detail to be included are:

Typical Section Sheets

- Removal limits
- Pavement section depths

Removals (4)

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations
- Existing ground contours at 1' interval

Roadway Profile Sheets

- Superelevation Diagrams (if necessary)

Utility Sheets (2)

- Existing Utilities and Proposed Utility adjustments/relocations

Drainage Plan and Profile Sheets

- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view

Signing and Striping Sheets (6)

- Proposed signing and striping detailing sign type and location, lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes

Retaining Wall, Privacy Wall - If Needed (6)

- Plan and Elevation
- Typical Sections

Approximately 44 Sheets Total.

Exclusions from the 60 Percent Design:

- Geometric Control and Grading Sheets will not be prepared

- Drainage Detail Sheets will not be prepared
- Detail Sheets will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Lighting Sheets will not be prepared
- Signal, Traffic Signal Interconnect, and ITS Sheets will not be prepared
- Detailed analysis for electrical will not be completed
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Cross sections will not be prepared

6.9. 60 Percent Cost Estimate and Technical Specification Outline

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

The RTC will provide CONSULTANT the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book.

CONSULTANT will prepare 60 Percent Design technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

6.10. 60 Percent Design Submittal

CONSULTANT will submit the 60 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception

Summary (if necessary)

- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution of full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

6.11. 60 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 60 Percent Design. CONSULTANT will consolidate and provide responses to the 60 Percent Design plan review comments with the 90 Percent Design deliverables.

7. FINAL DESIGN

7.1. Drainage Analysis

CONSULTANT will advance the drainage analysis design in conjunction with other disciplines and incorporating input from the RTC, the Washoe County and NDOT.

7.1.1. Final Technical Drainage Report

A Final Technical Drainage Report will be prepared and submitted with the 90 Percent Design. At this stage, it is assumed that all major drainage components will have been identified and detailed in the design plans. The final report will discuss the modeling results, onsite and offsite calculations and analyses.

If needed, a Drainage Report Addendum will be prepared for the 100 Percent Design/Final Design submittal of the design plans. It is anticipated that this submittal will only be necessary to clarify minor changes to the analyses or results and that no significant drainage improvements will be added or changed between the 90 Percent Design and 100 Percent Design submittals.

Deliverables –Final Technical Drainage Report (90 Percent Design), Drainage Report Addendum (100 Percent Design, if needed)

7.2. Lighting and Electrical, ITS, Landscape and Aesthetics Design

CONSULTANT will advance these miscellaneous designs to 90 Percent Design, 100 Percent Design, and Final Design in conjunction with other disciplines and incorporating input from the RTC, the Washoe County and NDOT.

7.3. 90 Percent Design

Incorporating agency comments from the 60 Percent Design review, CONSULTANT will advance the design and prepare 90 Percent Design plans, a corresponding 90 Percent preliminary engineer's estimate, and 90 Percent technical specifications.

The Draft Technical Drainage Report will be updated as the design progresses. Review comments received from the 60 Percent Design will be incorporated and a Final Technical Drainage Report will be prepared for the 90 Percent Design submittal.

Plan sheets included in the 60 Percent Design submittal will be advanced to the 90 Percent Design level of detail.

Sheets to be included are:

Title Sheet (1)

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps (2)

Typical Section Sheets (2)

- As-constructed and proposed improvement typical sections
- Minimum and maximum roadway widths
- roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed retaining wall and privacy wall locations
- Removal limits
- Pavement section depths

Survey Control/Right-of-Way Sheets (6)

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

Removals and Utility Sheets (6)

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations
- Existing ground contours at 1' interval

Roadway Plan Sheets (4)

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

Roadway Profile Sheets (4)

- Profile view stacked window layout
- Vertical grade and curve data
- Superelevation Diagrams (if necessary)

Drainage Plan and Profile Sheets (8)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval

Signing and Striping Sheets (8)

- Proposed signing and striping detailing sign type and location, lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
- Details

Retaining Wall, Privacy Wall Sheets – If Needed (6)

- Plan and Elevation
- Typical Sections
- Reinforcement Details

Additional sheets not included in Preliminary Design are:

- Geometric Control and Grading Sheets (8) - Geometric control and grading plan information for median islands, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Signal Sheets (3)
- Lighting and Electrical Sheets (3)
- Landscape and Aesthetic and Irrigation Sheets (12)
- Misc Detail Sheets (5)

Approximately 77 Sheets Total.

Exclusions from the 90 Percent Design:

- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Cross sections will not be prepared

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 90 Percent Design.

7.4. 90 Percent Cost Estimate and Technical Specifications

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

CONSULTANT will provide detailed technical specifications for the outline created at the 50% submittal, and any additional item as determined during the 90% design. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

7.5. 90 Percent Design Submittal

CONSULTANT will submit the 90 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of full version of Final Hydraulic Report; full version of Final Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of full version of Final Hydraulic Report; full version of Final Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

7.6. 90 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 90 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

7.7. 100 Percent Design

Incorporating agency comments from the 90 Percent Design review, CONSULTANT will advance the design and prepare 100 Percent Design plans, engineer's estimate, and technical specifications. CONSULTANT will submit 100 Percent Design plans, specifications and engineer's estimate to RTC, Washoe County, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

7.8. 100 Percent Cost Estimate and Technical Specifications

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost and detailed technical specifications to the 100% design level.

7.9. 100 Percent Design Submittal

CONSULTANT will submit the 100 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

7.10. 100 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 100 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

7.11. Final Design

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

8. RIGHT-OF-WAY ENGINEERING

8.1. Right-Of-Way Engineering

It is estimated up to six (6) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements.

It is anticipated that early acquisition activities of up to two (2) parcels may be necessary. Upon completion of the 30 Percent Design CONSULTANT will present the preliminary proposed right-of-way needs in a pre-right-of-way setting meeting to the RTC for concurrence and prepare exhibit maps of individual affected parcels to assist the RTC in early right-of-way action and negotiations.

Upon completion of the 60 Percent Design CONSULTANT will present the final proposed right-of-way needs to the RTC in a right-of-way setting meeting for concurrence. CONSULTANT will prepare the necessary legal descriptions and exhibit maps of individual affected parcels. CONSULTANT will obtain Title Reports and updates as required and will invoice the RTC for these items as reimbursable expenses.

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

Deliverables – Title Reports, Legal Descriptions & Exhibit Maps for up to six (6) affected parcels.

9. BIDDING SERVICES

9.1. Bidding Services

CONSULTANT will be available during the bidding process to respond to Requests for Information (RFIs) and will attend the RTC hosted pre-bid meeting. All questions and responses will be documented and provided to the RTC, and prepare and provide any addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the RTC. CONSULTANT will prepare and provide a summary of the pre-bid meeting, as directed by the RTC.

CONSULTANT will attend the bid opening, review the bids received for irregularities, and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a conformed set of specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

Deliverables – Pre-Bid meeting minutes, bid review tabulation, conformed set of design plans and specifications

10. DESIGN CONTINGENCY (OPTIONAL)

10.1. Design Contingency

This is a contingency for miscellaneous increases within the scope of this contract in performance of services under Task 1 through Task 8 and Task 11. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 1 through Task 8 and Task 11, 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.

11. MISCELANEOUS DESIGN SERVICES (OPTIONAL)

11.1. Safety Assessment

CONSULTANT will review the latest 3 years of crash data provided by NDOT. CONSULTANT will identify existing hot spots and/or trends for special consideration. Characterization of the crash types and trends will be used to identify potential countermeasures that could be incorporated in the project design. Site specific crash analysis and diagramming is not included as a high-level, predictive type evaluation is intended.

11.2. Multimodal Connectivity Assessment

CONSULTANT shall review the corridor to identify multi-modal connectivity through corridors

include pedestrian, bicycle, and transit modes. CONSULTANT shall identify the entire absence or gaps within these modes for consideration by the RTC for potential improvements.

11.3. Preliminary Retaining Wall Design

Depending on project impacts and cost, there is potential for the need of about 500 feet of retaining wall. If needed, CONSULTANT will develop retaining wall plans to a 60 Percent Design level of completion. At 60 Percent Design, retaining wall plans will present enough information to define overall dimensions and ties to other discipline improvements. Reinforcing steel details may or may not be shown at this stage. CONSULTANT assumes one (1) continuous section for the entirety of the sound wall layout.

11.4. Retaining Wall 90 Percent Design, 100 Percent Design, and Final Design

If needed, CONSULTANT will develop retaining wall plans to a 90 Percent Design level of completion. For the 90 Percent Design submittal, CONSULTANT will respond to and incorporate comments from the 60 Percent Design submittal and develop final retaining wall plans. Bill of material sheets will not be prepared for walls. Rather, quantities will be summarized in tables incorporated into selected detail sheets.

For the 100 Percent Design submittal, CONSULTANT will respond to and incorporate RTC, Washoe County, and NDOT comments from the 90 Percent Design submittal, and advance the structure plans, quantities, and cost estimates in preparation for construction.

11.5. Preliminary Privacy Wall Design

Depending on project impacts and public input, there is potential for the need of about 650 feet of privacy wall. If needed, CONSULTANT will develop privacy wall plans to a 60 Percent Design level of completion. At 60 Percent Design, privacy wall plans will present enough information to define overall dimensions and ties to other discipline improvements. Reinforcing steel details may or may not be shown at this stage. CONSULTANT assumes one (1) continuous section for the entirety of the sound wall layout.

11.6. Privacy Wall 90 Percent Design, 100 Percent Design, and Final Design

If needed, CONSULTANT will develop privacy wall plans to a 90 Percent Design level of completion. For the 90 Percent Design submittal, CONSULTANT will respond to and incorporate comments from the 60 Percent Design submittal and develop final privacy wall plans. Bill of material sheets will not be prepared for walls. Rather, quantities will be summarized in tables incorporated into selected detail sheets.

For the 100 Percent Design submittal, CONSULTANT will respond to and incorporate RTC, Washoe County, and NDOT comments from the 90 Percent Design submittal, and advance the structure plans, quantities, and cost estimates in preparation for construction.

11.7. SR341 Mt. Rose Highway, Edmonton Drive Intersection Improvements

Several near-term improvement concepts recommended in NDOT's Mt. Rose Highway Corridor Plan are currently under design by NDOT and are programmed for construction starting in 2023, including the Edmonton Drive High-T intersection improvement, multi-use path between Thomas Creek Road and Edmonton Drive, and raised median island between Wedge Parkway and Thomas Creek Road.

With the extension of Butch Cassidy Drive to SR341 Mt. Rose Highway CONSULTANT will perform Traffic Analysis under Task 5.3 and coordinate with the RTC and NDOT to determine if the future Edmonton Drive High-T intersection should be converted to a right-in/right-out condition based on safety and traffic operations perspectives. If it is determined that the Edmonton Drive High-T intersection will cause safety concerns or traffic operations issues CONSULTANT will provide additional design services for the intersection as described in Task 6 and Task 7.

12. CONTRACT ADMINISTRATION (OPTIONAL)

12.1. Engineering Services During Construction (EDC)

As the Engineer of Record, the CONSULTANT shall provide EDC services as necessary for construction of the Project. EDC services include, but are not limited to the following:

- Construction Engineering Support. The CONSULTANT will respond to Contractor inquiries through RTC requests. The CONSULTANT will prepare drawings and review change orders requested by the RTC. In addition, the CONSULTANT will make field visits, as necessary, to answer questions regarding the ongoing construction activities.
- Construction Geotechnical Support. The CONSULTANT will periodically observe soil conditions encountered during excavations and drilling including at retaining wall footings, excavation locations, and subgrade preparation, as required, for conformance to the project Plans and Specifications. The CONSULTANT will respond to Request for Information items and prepare reports detailing site visits and other geotechnical services.

12.2. Contract Administration

CONSULTANT shall provide contract administration services as follows:

- 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

12.3. Construction Surveying

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits
- One set of offset stakes for storm drain, water, sanitary sewer, and conduit alignments, head walls, traffic signals improvements, and utility pull boxes and vaults
- One set of red tops at 50 feet centers for sub grade preparation
- One set of final curb and gutter, sidewalk, pedestrian ramps, and roadway centerline finish grades stakes at 50-foot stations and 25-foot stations at returns
- Roadway monuments, referenced in four directions

12.4. Inspection

CONSULTANT will provide one full time inspector during all construction activities. 10-hour work days and a 200 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 will provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 2,080 hours of field inspection is anticipated.

12.5. Materials Testing

12.5.1. Materials Testing

CONSULTANT will 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).

12.5.2. AC Plant Inspection and Testing

CONSULTANT will provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 10 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

12.5.3. Asphalt Cement Testing

CONSULTANT will 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, CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. 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 or testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.

12.5.4. On-site Nuclear Gauge Testing and Sampling

CONSULTANT will provide on-site nuclear gauge testing and sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing and sampling for plantmix bituminous pavement placement, and on-site PCC testing and sampling, 30 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.

12.5.5. Plantmix Bituminous Pavement Testing

CONSULATANT will provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow and stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.

12.5.6. Plantmix Bituminous Pavement Coring

CONSULTANT will provide plantmix bituminous pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

12.5.7. Top Lift Longitudinal Joint Testing and Coring

CONSULTANT will 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.

13. RECORD INFORMATION (OPTIONAL)

13.1. Record Information

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

CONSULTANT will provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file .pdf format, will be provided to the RTC for its files and distribution to Washoe County. 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. CONSULTANT may either provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings or provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

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

14. CONSTRUCTION CONTINGENCY (OPTIONAL)

14.1. Construction Contingency

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 12 and Task 13. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 12 and Task

13, 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.

Exhibit B

Compensation

DRAFT

SCHEDULE OF MANHOURS AND PRICES

Butch Cassidy Extension Project

Butch Cassidy Extension Project						
Tasks						
Task No.	Description	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs	
1.0	PROJECT MANAGEMENT	1000	\$243,800	\$4,800		
1.1	Team and Project Management	192	\$56,640			
1.2	Project Coordination and Meetings	0	\$0	\$4,800		
1.2.1	Project Kickoff Meetings	12	\$2,500			
1.2.2	Project Management Team Meetings (24)	240	\$49,680			
1.2.3	Internal Design Team Coordination Meetings (48)	240	\$51,600			
1.2.4	Miscellaneous Coordination Meetings (24)	96	\$26,880			
1.2.5	Utility Coordination Monthly Meetings (12)	96	\$22,680			
1.3	Project Management Plan (PMP)	8	\$2,360			
1.4	Quality Management Plan (QMP)	8	\$2,120			
1.5	Design Schedule	28	\$8,140			
1.6	Constructability Reviews and Construction Schedules	80	\$21,200			
2.0	PUBLIC AND AGENCY INVOLVEMENT	158	\$28,830			
2.1	Public Information Meetings (2)	64	\$10,600			
2.2	Individual Stakeholder Meetings (8)	48	\$10,160			
2.3	Project Briefings	16	\$3,160			
2.4	Collateral Materials	30	\$4,910			
3.0	PERMITTING	80	\$13,360			
3.1	NDOT Encroachment Permit	80	\$13,360			
4.0	INVESTIGATION OF EXISTING CONDITIONS	266	\$48,330	\$117,000		
4.1	Private Property Right-of-Entry Coordination Assistance	64	\$10,700			
4.2	Condition Survey	60	\$10,980			
4.3	Geotechnical Investigation	12	\$2,920	\$44,000		
4.4	Topographic Survey	34	\$5,810	\$25,000		
4.5	Right-of-Way Mapping	6	\$1,210	\$18,000		
4.6	Subsurface Utilities	54	\$10,050			
4.7	Utility Potholing	36	\$6,660	\$30,000		
5.0	PRELIMINARY STUDIES	370	\$73,510		\$3,000	
5.1	Data Collection	26	\$4,650			
5.2	Design Criteria	10	\$1,890			
5.3	Traffic Analysis	0	\$0			
5.3.1	Data Collection	4	\$860		\$3,000	
5.3.2	Traffic Forecasting and Intersection Analysis	330	\$66,110			
6.0	PRELIMINARY DESIGN	1532	\$302,460	\$2,400	\$1,000	
6.1	Drainage Analysis	0	\$0			
6.1.1	Draft Technical Drainage Report	184	\$42,760			
6.2	Lighting and Electrical Design	0	\$0			
6.3	Landscape and Aesthetics	0	\$0	\$2,400		
6.4	30 Percent Design	386	\$74,660			
6.5	30 Percent Cost Estimate	84	\$15,180			
6.6	30 Percent Design Submittal	12	\$2,380		\$500	
6.7	30 Percent Design Review Comment Resolution	44	\$8,580			
6.8	60 Percent Design	718	\$138,420			
6.9	60 Percent Cost Estimate and Technical Specification Outline	48	\$9,520			
6.10	60 Percent Design Submittal	12	\$2,380		\$500	
6.11	60 Percent Design Review Comment Resolution	44	\$8,580			
7.0	FINAL DESIGN	1384	\$273,650	\$52,900	\$1,500	
7.1	Drainage Analysis	0	\$0			
7.1.1	Final Technical Drainage Report	96	\$22,240			
7.2	Lighting, Electrical Design and Landscape Aesthetics Design	0	\$0	\$52,900		
7.3	90 Percent Design	598	\$115,320			
7.4	90 Percent Cost Estimate and Technical Specifications	120	\$24,080			
7.5	90 Percent Design Submittal	0	\$0		\$500	
7.6	90 Percent Design Review Comment Resolution	44	\$8,580			
7.7	100 Percent Design	328	\$63,340			
7.8	100 Percent Cost Estimate and Technical Specifications	64	\$13,720			
7.9	100 Percent Design Submittal	12	\$2,380		\$500	
7.10	100 Percent Design Review Comment Resolution	44	\$8,580			
7.11	Final Design	78	\$15,410		\$500	
8.0	RIGHT-OF-WAY ENGINEERING	0	\$0	\$9,750	\$5,600	
8.1	Right-Of-Way Engineering	0	\$0	\$9,750	\$5,600	
9.0	BIDDING SERVICES	80	\$15,120	\$1,900		
9.1	Bidding Services	80	\$15,120	\$1,900		
10.0	DESIGN CONTINGENCY (OPTIONAL)	396	\$76,220			
10.1	Design Contingency	396	\$76,220			
11.0	MISCELLANEOUS DESIGN SERVICES (OPTIONAL)	684	\$122,500			
11.1	Safety Assessment	86	\$16,050			
11.2	Multimodal Connectivity Assessment	28	\$5,200			
11.3	Preliminary Retaining Wall Design	72	\$12,880			
11.4	Retaining Wall 90 Percent Design, 100 Percent Design, and Final Design	160	\$29,600			
11.5	Preliminary Privacy Wall Design	108	\$18,520			
11.6	Privacy Wall 90 Percent Design, 100 Percent Design, and Final Design	144	\$25,360			
11.7	SR341 Mt. Rose Highway, Edmonton Drive Intersection Improvements	86	\$14,890			
12.0	CONTRACT ADMINISTRATION (OPTIONAL)	2896	\$507,840	\$67,505		
12.1	Engineering Services During Construction (EDC)	144	\$27,200	\$4,800		
12.2	Contract Administration	672	\$179,040			
12.3	Construction Surveying	0	\$0	\$48,000		
12.4	Inspection	2080	\$301,600			
12.5	Materials Testing	0	\$0	\$14,705		

SCHEDULE OF MANHOURS AND PRICES

Butch Cassidy Extension Project					
Tasks					
Task No.	Task Description	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs
13.0	RECORD INFORMATION (OPTIONAL)	78	\$12,650		
13.1	Record Information	78	\$12,650		
14.0	CONSTRUCTION CONTINGENCY (OPTIONAL)	380	\$72,100		
14.1	Construction Contingency	380	\$72,100		
	Total Labor	9304	\$1,790,370		
	Total Labor Cost		\$1,790,370		
	Total Direct Cost			\$256,255	\$11,100
	Total (Rounded)				\$2,057,725

SCOPE CONTRACT SUMMARY	
Total Design Services (Task 1 - 9)	\$1,198,910
Optional Design Services and Contingency (Task 10 - 11)	\$198,720
Total Optional Contract Administration Services (Task 12 - 13)	\$587,995
Contract Administration Contingency (Task 14)	\$72,100
Total Estimated Services:	\$2,057,725

SCHEDULE OF MANHOURS AND PRICES

Butch Cassidy Extension Project

Project Billing Rates		\$295.00	\$265.00	\$215.00	\$170.00	\$130.00	\$180.00	\$220.00	\$105.00	\$90.00	\$145.00					
		David Dodson	Paul Frost, Pete Booth, Chuck Joseph	Hoang Hoag, Vinay Virupaksha, Sriram Bala, Arvid Handigard	Trevor Howard, Ancila Kaiparambil	Rani Tariq, Tanner Richardson	Steve Bird, Jim Cerrigoli, Jamie Fuller Dunn	Andrea Engleman	Alyssa Young	Tammy Michels	Mark Cooper					
Tasks																
Task No.	Description	Project Manager	Design Lead / Quality Lead / RE	Senior Engineer	Engineer	Engineering Intern	Senior Designer	Outreach Lead	Technical Writer	Admin	Construction Inspector	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs	Comments
1.0	PROJECT MANAGEMENT	444	262	74	72	48	0	0	0	100	0	1000	\$243,800	\$4,800	\$0	
1.1	Team and Project Management	192										192	\$56,640			
1.2	Project Coordination and Meetings											0	\$0	\$4,800		
1.2.1	Project Kickoff Meetings	4	2	2						4		12	\$2,500			
1.2.2	Project Management Team Meetings (24)	96	48							96		240	\$49,680			
1.2.3	Internal Design Team Coordination Meetings (48)	48	48	48	48	48						240	\$51,600			
1.2.4	Miscellaneous Coordination Meetings (24)	48	48									96	\$26,880			
1.2.5	Utility Coordination Monthly Meetings (12)	24	24	24	24							96	\$22,680			
1.3	Project Management Plan (PMP)	8										8	\$2,360			
1.4	Quality Management Plan (QMP)		8									8	\$2,120			
1.5	Design Schedule	24	4									28	\$8,140			
1.6	Constructability Reviews and Construction Schedules		80				0					80	\$21,200			
2.0	PUBLIC AND AGENCY INVOLVEMENT	22	0	16	36	0	0	36	36	12	0	158	\$28,830	\$0	\$0	
2.1	Public Information Meetings (2)	8			24			8	16	8		64	\$10,600			
2.2	Individual Stakeholder Meetings (8)	8		16				16	8			48	\$10,160			
2.3	Project Briefings	4			4			4	4			16	\$3,160			
2.4	Collateral Materials	2			8			8	8	4		30	\$4,910			
3.0	PERMITTING	4	0	12	32	32	0	0	0	0	0	80	\$13,360	\$0	\$0	
3.1	NDOT Encroachment Permit	4		12	32	32						80	\$13,360			
4.0	INVESTIGATION OF EXISTING CONDITIONS	18	24	0	84	36	72	12	20	0	0	266	\$48,330	\$117,000	\$0	
4.1	Private Property Right-of-Entry Coordination Assistance	8			12	12		12	20			64	\$10,700			16 potential properties, assume 6 hours total for each request, assume 10 requests needed, time for drafting initial letter
4.2	Condition Survey	4	8		16	16	16					60	\$10,980			
4.3	Geotechnical Investigation	4	4		4							12	\$2,920	\$44,000		
4.4	Topographic Survey	2	2		8	8	16					34	\$5,810	\$25,000		
4.5	Right-of-Way Mapping		2		4							6	\$1,210	\$18,000		
4.6	Subsurface Utilities	2	4		24			24				54	\$10,050			
4.7	Utility Potholing		4		16			16				36	\$6,660	\$30,000		
5.0	PRELIMINARY STUDIES	2	12	212	136	8	0	0	0	0	0	370	\$73,510	\$0	\$3,000	
5.1	Data Collection		2	8	8	8						26	\$4,650			
5.2	Design Criteria		2		8							10	\$1,890			
5.3	Traffic Analysis											0	\$0			
5.3.1	Data Collection			4								4	\$860		\$3,000	
5.3.2	Traffic Forecasting and Intersection Analysis	2	8	200	120							330	\$66,110			
6.0	PRELIMINARY DESIGN	88	200	408	400	214	222	0	0	0	0	1532	\$302,460	\$2,400	\$1,000	
6.1	Drainage Analysis											0	\$0			
6.1.1	Draft Technical Drainage Report		64	120								184	\$42,760			
6.2	Lighting and Electrical Design											0	\$0			
6.3	Landscape and Aesthetics											0	\$0	\$2,400		
6.4	30 Percent Design	22	40	94	114	58	58					386	\$74,660			
6.5	30 Percent Cost Estimate	4	8	8	16	24	24					84	\$15,180			
6.6	30 Percent Design Submittal	4			4	4						12	\$2,380		\$500	
6.7	30 Percent Design Review Comment Resolution	4	8		8	8	16					44	\$8,580			
6.8	60 Percent Design	38	72	178	214	108	108					718	\$138,420			
6.9	60 Percent Cost Estimate and Technical Specification Outline	8		8	32							48	\$9,520			
6.10	60 Percent Design Submittal	4			4	4						12	\$2,380		\$500	
6.11	60 Percent Design Review Comment Resolution	4	8		8	8	16					44	\$8,580			
7.0	FINAL DESIGN	84	176	374	378	188	184	0	0	0	0	1384	\$273,650	\$52,900	\$1,500	
7.1	Drainage Analysis											0	\$0			
7.1.1	Final Technical Drainage Report		32	64								96	\$22,240			
7.2	Lighting, Electrical Design and Landscape Aesthetics Design											0	\$0	\$52,900		
7.3	90 Percent Design	32	60	148	178	90	90					598	\$115,320			
7.4	90 Percent Cost Estimate and Technical Specifications	8	16	40	40	16						120	\$24,080			
7.5	90 Percent Design Submittal	4			8	8						0	\$0		\$500	
7.6	90 Percent Design Review Comment Resolution	4	8		8	8	16					44	\$8,580			
7.7	100 Percent Design	18	34	80	96	50	50					328	\$63,340			
7.8	100 Percent Cost Estimate and Technical Specifications	8	8	24	24							64	\$13,720			
7.9	100 Percent Design Submittal	4			4	4						12	\$2,380		\$500	
7.10	100 Percent Design Review Comment Resolution	4	8		8	8	16					44	\$8,580			
7.11	Final Design	6	10	18	20	12	12					78	\$15,410		\$500	
8.0	RIGHT-OF-WAY ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	\$0	\$9,750	\$5,600	
8.1	Right-Of-Way Engineering											0	\$0	\$9,750	\$5,600	
9.0	BIDDING SERVICES	8	8	16	24	24	0	0	0	0	0	80	\$15,120	\$1,900	\$0	
9.1	Bidding Services	8	8	16	24	24						80	\$15,120	\$1,900		
10.0	DESIGN CONTINGENCY (OPTIONAL)	16	60	80	80	80	80	0	0	0	0	396	\$76,220	\$0	\$0	
10.1	Design Contingency	16	60	80	80	80	80					396	\$76,220			
11.0	MISCELLANEOUS DESIGN SERVICES (OPTIONAL)	6	98	144	48	284	104	0	0	0	0	684	\$122,500	\$0	\$0	
11.1	Safety Assessment	2	4			80						86	\$16,050			
11.2	Multimodal Connectivity Assessment	2	2		24							28	\$5,200			
11.3	Preliminary Retaining Wall Design		16	16		40						72	\$12,880			Assuming 300' of potential wall length
11.4	Retaining Wall 90 Percent Design, 100 Percent Design, and Final Design		40	40		80						160	\$29,600			
11.5	Preliminary Privacy Wall Design		8	40		60						108	\$18,520			Assuming 600' of potential privacy wall length
11.6	Privacy Wall 90 Percent Design, 100 Percent Design, and Final Design		24	40		80						144	\$25,360			

SCHEDULE OF MANHOURS AND PRICES

Butch Cassidy Extension Project

Project Billing Rates		\$295.00	\$265.00	\$215.00	\$170.00	\$130.00	\$180.00	\$220.00	\$105.00	\$90.00	\$145.00					
		David Dodson	Paul Frost, Pete Booth, Chuck Joseph	Hoang Hoag, Vinay Virupaksha, Sriram Bala, Arvid Handigard	Trevor Howard, Ancila Kaiparambil	Rani Tariq, Tanner Richardson	Steve Bird, Jim Cerrigoli, Jamie Fuller Dunn	Andrea Engleman	Alyssa Young	Tammy Michels	Mark Cooper					
Tasks																
Task No.	Description	Project Manager	Design Lead / Quality Lead / RE	Senior Engineer	Engineer	Engineering Intern	Senior Designer	Outreach Lead	Technical Writer	Admin	Construction Inspector	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs	Comments
11.7	SR341 Mt. Rose Highway, Edmonton Drive Intersection Improvements	2	4	8	24	24	24					86	\$14,890			
12.0	CONTRACT ADMINISTRATION (OPTIONAL)	40	656	40	40	40	0	0	0	0	2080	2896	\$507,840	\$67,505	\$0	
12.1	Engineering Services During Construction (EDC)	8	16	40	40	40						144	\$27,200	\$4,800		
12.2	Contract Administration	32	640									672	\$179,040			Assuming part time RE
12.3	Construction Surveying											0	\$0	\$48,000		
12.4	Inspection										2080	2080	\$301,600			200 working days plus additional paving inspector, plus ramp up and close out
12.5	Materials Testing											0	\$0	\$14,705		
13.0	RECORD INFORMATION (OPTIONAL)	2	4	8	24	40	0	0	0	0	0	78	\$12,650	\$0	\$0	
13.1	Record Information	2	4	8	24	40						78	\$12,650			
14.0	CONSTRUCTION CONTINGENCY (OPTIONAL)	20	40	80	80	80	80	0	0	0	0	380	\$72,100	\$0	\$0	
14.1	Construction Contingency	20	40	80	80	80	80					380	\$72,100			
	Total Labor	754	1540	1464	1434	1074	742	48	56	112	2080	9304	\$1,790,370			
	Total Labor Cost	\$222,430	\$408,100	\$314,760	\$243,780	\$139,620	\$133,560	\$10,560	\$5,880	\$10,080	\$301,600		\$1,790,370			
	Total Direct Cost													\$256,255	\$11,100	
	Total (Rounded)															\$2,057,725

Exhibit C

Indemnification and Insurance Requirements

DRAFT

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.4.6

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: West Fourth Street Safety Improvements - Local Public Agency (LPA) Agreement

RECOMMENDED ACTION

Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the West Fourth Street Safety Improvements project.

BACKGROUND AND DISCUSSION

Approval and execution of the LPA Agreement would authorize the expenditure of federal funds. NDOT will assist the RTC in the completion of the project and reimburse the RTC in accordance with the terms and conditions in the agreement. The RTC will be utilizing \$13,828,000 in Highway Safety Improvement Program (HSIP) federal funds for construction. Local fuel tax funds are being used to fund the environmental study and final design. The total cost of the project is \$26,935,000.

This project is to reconstruct West Fourth Street from West McCarran Boulevard to Vine Street and provide safety improvements identified in the Nevada Department of Transportation West Fourth Street Safety Management Plan. These improvements include roundabouts at Stoker Avenue and Summit Ridge Drive, lane reduction, bike lanes, and a multi-use path. While the schedule may fluctuate based upon agency and other coordination, the targeted schedule is:

- Environmental Phase Completion: Spring 2024
- Final Design Completion: Fall 2024
- Begin Construction: Spring 2025
- End Construction: Spring 2026

FISCAL IMPACT

Funding is included in the FY 2024 budget for this project. The project is funded using Federal and Local Fuel Tax funds. Approval of the LPA Agreement would obligate \$13,828,000 in HSIP federal funds with a five percent (5%) local match, which amounts to \$727,789. Additional Local Fuel Tax funds will fund the remainder of the anticipated construction costs.

PREVIOUS BOARD ACTION

2/24/2023 Approved a contract with Wood Rodgers, Inc., for preliminary design, environmental analysis, and final design services for the West Fourth Street Safety Project from West McCarran Boulevard to Vine Street, in an amount not-to-exceed \$1,057,830.

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
WEST FOURTH STREET SAFETY IMPROVEMENTS

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and The Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, NV 89502 (hereinafter "RTC").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the RTC is willing to agree to adjust and/or relocate utility facilities, advertise, award, and manage construction of the West Fourth Street Safety Improvements Project as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission of Washoe County for Federal Highway Safety Improvement Program (HSIP) funds; and

WHEREAS, the RTC is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the RTC's Unique Entity Identifier (UEI) V5JZKHRMKNK33 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the RTC with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the RTC's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal HSIP funding for the PROJECT in a maximum amount of Thirteen Million Eight Hundred Twenty-Eight Thousand and No/100 Dollars (\$13,828,000.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the RTC with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the RTC's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
9. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
10. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
11. To review the DBE information submitted to the RTC by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the RTC with the results of such review.
12. To review and approve the RTC's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
13. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
14. To authorize the RTC to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications, and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

15. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

16. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the RTC's compliance with applicable Federal and State requirements.

17. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the RTC as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

18. To review the RTC's as-built plans and to attend the RTC final inspection of the PROJECT.

19. To reimburse the RTC upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf>.

ARTICLE II - RTC AGREES:

1. To perform or have performed by consultant forces: (a) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (b) the acquisition of environmental permits and clearances; (c) coordinate utility relocations; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with RTC standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To enter into an agreement with the City of Reno to: (a) require those utility companies having franchise agreements with the City of Reno when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or RTC; (b) accept the right-of-way acquired by the RTC for the PROJECT; and (c) to accept maintenance responsibilities including utility costs for the improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.
4. To ensure that any utility relocations are in compliance with ADA requirements.
5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.
6. To provide the design of the project at no cost to the project.
7. To provide all right-of-way acquisition at no cost to the project.
8. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.
9. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the RTC; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The RTC shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.
10. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.
11. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.
12. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.
13. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

14. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

15. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

16. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

17. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

18. To perform PROJECT documentation and quality control during contract administration according to the RTC's established procedures, as approved by the DEPARTMENT. If the RTC does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

19. To monitor compliance with subcontracting, prompt payments, and DBE requirements using the DEPARTMENT's Civil Rights and Labor System for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through the DEPARTMENT's Civil Rights and Labor System.

20. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <https://www.govinfo.gov/content/pkg/CFR-2022-title2-vol1/pdf/CFR-2022-title2-vol1-part170.pdf>.

21. As work progresses on the PROJECT, the RTC shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

22. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Seven Hundred Twenty-Seven Thousand Seven Hundred Eighty-Nine and No/100 Dollars (\$727,789.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

23. To accept maintenance responsibilities for the improvements consisting of roadway, pedestrian, and safety improvements constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the RTC's overall maintenance budget allocated by the RTC's governing body.

24. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2030, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The RTC's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Construction Engineering Costs:	\$ 61,000.00
RTC Construction Engineering Costs:	\$ 2,393,500.00
Construction Costs:	<u>\$ 12,101,289.00</u>

<u>Total Estimated PROJECT Costs:</u>	\$ 14,555,789.00
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Available Funding Sources:

Federal HSIP Funds (95%):	\$ 13,828,000.00
RTC Match Funds:	<u>\$ 727,789.00</u>
<u>Total PROJECT Funding:</u>	\$ 14,555,789.00
Additional Local Funds Not Included in Agreement:	\$ 9,379,211.00

6. The RTC may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The RTC is responsible for any costs incurred on the PROJECT after the "project end date." The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the RTC for construction engineering, and construction costs. The RTC match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC prior to entering into this Agreement, the RTC is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the RTC to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

10. The RTC's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The RTC acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or RTC funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the RTC for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the RTC's failure to perform, the RTC shall reimburse the DEPARTMENT for any payments made to the RTC and any PROJECT costs incurred by the DEPARTMENT.

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

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn: Phil Kanegsberg, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
Email: pkanegsberg@dot.nv.gov

FOR RTC: Bill Thomas, AICP, Executive Director
Attn: Scott Gibson, P.E., Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite #108
Reno, NV 89502
Phone: (775) 335-1874
Fax: (775) 348-0170
Email: sgibson@rtcwashoe.com

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or 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.

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

18. 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, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to 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 without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or

activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

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

27. 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.

28. 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.

29. 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.

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

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

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission of
Washoe County

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Bill Thomas, AICP
Executive Director

On behalf of Director

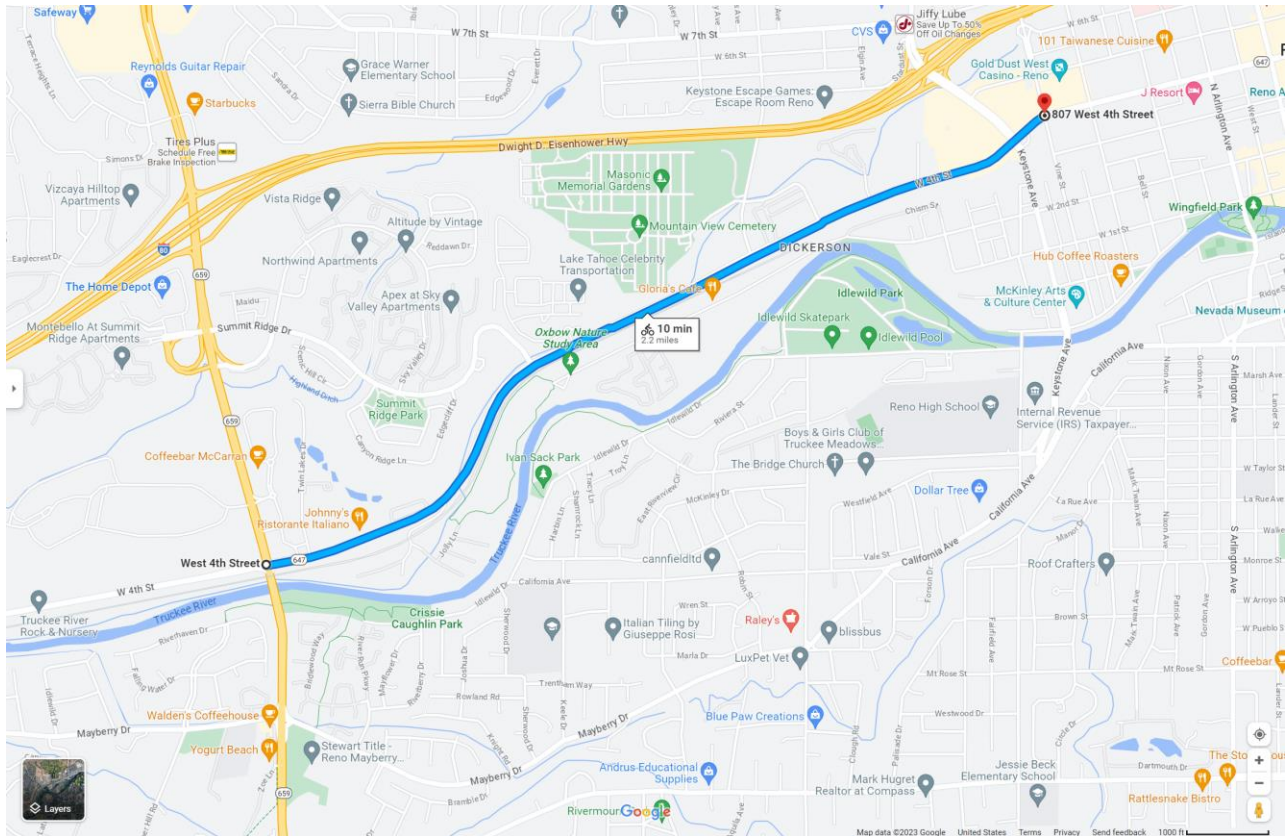
Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK WEST FOURTH STREET SAFETY PROJECT

Construct enhanced sidewalks, bus/bike lanes, and intersection improvements. From W McCarran to Vine St. 2.15 miles



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity** (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) “Disadvantaged Business” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor’s disadvantaged business enterprise program.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT**

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p>1. Type of Federal Actions:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<p>For Material Change Only: year _____ quarter _____ date of last report _____</p>		
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if know:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	
<p>11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment <i>(check all that apply):</i></p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.: _____

Contractor: _____

Project No(s): _____

Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:					

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation (Add Totals from Lines A & B): \$ _____**

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

Contractor's Signature

Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: _____ Contractor: _____

Project No(s):: _____ Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature _____ Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____

Project No(s) : _____ Address: _____

Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

_____ Contractor's Signature _____ Date

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

Attachment C

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

Attachment D

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, <i>if known:</i> Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (<i>if individual, last name, first name, MI</i>): (<i>attach Continuation Sheet(s) SF-LLL-A, if necessary</i>)	b. Individuals Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>): (<i>attach Continuation Sheet(s) SF-LLL-A, if necessary</i>)	
11. Amount of Payment (<i>check all that apply</i>): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (<i>attach Continuation Sheet(s) SF-LLL-A, if necessary</i>)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.4.7

To: Regional Transportation Commission

From: Judy L. Tortelli, Project Manager

SUBJECT: Arlington Avenue Bridges CMAR Independent Cost Estimating (ICE) Services Contract

RECOMMENDED ACTION

Approve a contract with Innovative Contracting and Engineering LLC for independent cost estimating services related to the Arlington Avenue Bridges Construction Manager at Risk (CMAR) Project, in an amount not-to-exceed \$249,377.

BACKGROUND AND DISCUSSION

As part of the Construction Manager at Risk (CMAR) Delivery method, an Independent Cost Estimator (ICE) team provides independent cost estimating development services for the CMAR Project. The ICE plays a vital role with leading the initial approach to cost and schedule. The Professional Services Agreement (PSA) includes construction cost estimating with contractor-style (production-based) methodologies, construction performance schedule, and basis of estimate. The ICE will support the RTC with the evaluation of the CMAR's Guaranteed Maximum Price (GMP) cost proposal.

Innovative Contracting & Engineering was selected from RTC Request for Proposal No. RTC 23-17 as a qualified firm to perform engineering services. The complete scope of services is included in Exhibit A-1 to the attached PSA. Negotiation of Innovative Contracting & Engineering's scope, schedule, and budget for the requested services is deemed fair and reasonable.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

6/16/2023 Authorized staff to pursue efforts to deliver the Arlington Avenue Bridges Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of October 20, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Innovative Contracting and Engineering LLC. “CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Independent Cost Analyses in connection with the Arlington Avenue Bridges Project; and

WHEREAS, CONSULTANT submitted a proposal for RTC 23-17 Independent Cost Estimator Arlington Avenue Bridges Project and was selected to perform the work.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 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 RTC 23-17 Arlington Avenue Bridges Project. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates 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 1.0 to 7.0)	\$249,377
Total Not-to-Exceed Amount	\$249,377

3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional

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

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT’s indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.
- 3.5. CONSULTANT must have an acceptable cost accounting system and can only be reimbursed for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

ARTICLE 4 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 4.1. The Nevada Department of Transportation has established a DBE goal of 0% for this Agreement.
- 4.2. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement.
- 4.3. CONSULTANT and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement and the award and administration of any other DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as RTC deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying CONSULTANT from future bidding as non-responsible.
- 4.4. CONSULTANT shall include the assurance required by 49 C.F.R. 26.13 in each subcontract.

ARTICLE 5 - INVOICING

- 5.1 CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent

(0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

- 5.2 RTC shall only reimburse CONSULTANT for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.
- 5.3 RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 5.4 CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 6 – CONFLICTS OF INTEREST

- 6.1 CONSULTANT shall ensure that no employee, agent, subcontractor or other person performing services under this Agreement shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.2 CONSULTANT shall include a requirement in each subcontract CONSULTANT signs with a subcontractor that the subcontractor shall ensure that no employee, agent, subcontractor or other person performing services under the subcontract shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.3 CONSULTANT shall disclose any potential conflict of interest to RTC, who shall then disclose any potential conflict of interest as specified in 2 C.F.R. 200.112, 23 C.F.R. 1.33 and the requirements of 23 C.F.R. 172.5.

ARTICLE 7 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 8 - OWNERSHIP OF WORK

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

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

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

ARTICLE 9 - TERMINATION

9.1. MUTUAL ASSENT.

This Agreement may be terminated by mutual written agreement of the parties.

9.2. CONVENIENCE.

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

9.3. DEFAULT.

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

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

ARTICLE 10 - RIGHTS, REMEDIES AND DISPUTES

10.1. RIGHTS.

- A. RTC shall have the following rights in the event that RTC deems CONSULTANT guilty of a breach of any term of this Agreement:
1. The right to take over and complete the work or any part thereof as agency for and at the expense of CONSULTANT, either directly or through other contractors;
 2. The right to cancel this Agreement as to any or all of the work yet to be performed;
 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 4. The right to money damages.
- B. Inasmuch as CONSULTANT can be adequately compensated by money damages for any breach of this Agreement which may be committed by RTC, CONSULTANT expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Agreement entitling CONSULTANT to cancel or rescind the Agreement (unless RTC directs CONSULTANT to do so) or to suspend or abandon performance.

10.2. NEGOTIATED RESOLUTION

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

evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

10.3. MEDIATION

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

10.4. LITIGATION

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

10.5. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 11 - INSURANCE

11.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

11.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 12 - HOLD HARMLESS

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

ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 14 – PROJECT MANAGERS

- 14.1. RTC's Project Manager is Judy Tortelli or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 14.2. CONSULTANT' Project Manager is Dan Bender or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 15 - NOTICE

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

RTC:	Bill Thomas, AICP
	Executive Director
	Judy Tortelli

RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1824

CONSULTANT: Dan Bender
President
Innovative Contracting & Engineering
5513 W 11000 N #501
Highland, UT 84003
Phone (702) 523-2354

ARTICLE 16 - DELAYS IN PERFORMANCE

16.1. TIME IS OF THE ESSENCE

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

16.2. UNAVOIDABLE DELAYS

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

16.3. NOTIFICATION OF DELAYS

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

16.4. REQUEST FOR EXTENSION

Any request by CONSULTANT for an extension of time to complete the work under this Agreement shall be made in writing to RTC. CONSULTANT shall supply to RTC documentation to substantiate and justify the additional time needed to complete the work

and shall provide a revised schedule. RTC shall provide CONSULTANT with notice of its decision within a reasonable time after receipt of a request.

ARTICLE 17 - GENERAL PROVISIONS

17.1. SUCCESSORS AND ASSIGNS

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

17.2. NON TRANSFERABILITY

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

17.3. SEVERABILITY

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

17.4. RELATIONSHIP OF PARTIES

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

17.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This

Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

17.6. REGULATORY COMPLIANCE

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

17.7. EXCLUSIVE AGREEMENT

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

17.8. AMENDMENTS

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

17.9. CONTINUING OBLIGATION

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

17.10. APPLICABLE LAW AND VENUE

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

17.11. ATTORNEYS' FEES

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

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

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

ARTICLE 18 - FEDERAL FORMS AND CLAUSES

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

Innovative Contracting & Engineering

By: _____
Dan Bender, President

Exhibit A

Scope and Schedule of Services

SCOPE AND SCHEDULE OF SERVICES

PROJECT DESCRIPTION

The Regional Transportation Commission of Washoe County (RTC), in cooperation with the City of Reno, the Nevada Department of Transportation (NDOT), and the Federal Highway Administration (FHWA), proposes to replace two Arlington Avenue bridges that cross the Truckee River in the Riverwalk District of downtown Reno, Washoe County, Nevada. The Project is located on Arlington Avenue between Island Avenue and West First Street.

The bridges provide the only vehicular transportation link to the 3-acre Wingfield Park island. The north bridge (B-1532) was constructed in 1921, and subsequently modified in 1939, 1967, and 1998. The south bridge (B-1531) was constructed in 1939. The bridges are structurally deficient and need to be replaced. The Project will address the deteriorating condition of the bridge structures; improve safety for pedestrians, bicyclists, transit riders, and drivers on Arlington Avenue in the area of Wingfield Park; and provide sufficient hydraulic capacity for the Truckee River during flood events.

Currently, the north bridge is a three-span concrete tee beam superstructure, 122 feet long by 76 feet wide, with its largest span measuring 40 feet. This bridge will be replaced with a two-span bridge that is 125 feet long by 71 feet wide. Pedestrian overlooks on each side would be provided at the center pier. The single-pier concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast concrete box beam girders.

Currently, the south bridge is a rigid frame structure with a clear span of 48 feet and a width of 60 feet. The south bridge will be replaced with a clear-span bridge that is 53 feet long by 71 feet wide. The design concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast voided slab girders.

Signature bridge pylons will be located at the four corners of each bridge, and smaller pylons with custom lit columns will be located at the two ends of both overlooks on the north bridge.

Existing utilities across the north bridge include NV Energy, AT&T, and City of Reno irrigation water and electrical facilities. Existing utilities across the south bridge include NV Energy, AT&T, and Charter. All existing utilities are attached to the exterior of the bridges. The new bridges will include multiple conduits inside the precast concrete box beam girders of the north bridge and the precast voided slab girders of the south bridge to place the utilities within the bridges to avoid attaching them to the exterior of the bridges.

In addition to the replacement of the bridges, improvements to transit, biking and walking facilities along Arlington Avenue, adjacent cross streets and intersections, and along the river will be included within this Project.

The existing multiuse path under the south end of the north bridge will be reconstructed to provide adequate head clearance and realigned.

The existing ADA-compliant river access ramp from Island Avenue west of Arlington Avenue will be widened and slightly realigned as it enters the river to accommodate City of Reno maintenance equipment, in addition to ADA-compliant access to the Whitewater Park.

Streetscape improvements include pedestrian-scale lighting, shade trees, and decorative colored sidewalk with scored patterns.

A majority of the project is located within the regulatory responsibility of Carson-Truckee Water Conservancy District (CTWCD), defined by the delineation of CTWCD's 14,000 cfs flow. Occupancy within this delineation is constrained by the requirements of the USACE 408 permit, which will require vacating the delineation area if actual river flows in the south channel are 1,600 cfs and rising, or 8,000 cfs and rising in the north channel. Additionally, the timeframe for work regulated by the permit will be limited to the period July 1 through October 31, with the potential to extend through November if approved by CTWCD.

There are two parks within the Project limits that are protected by Section 4(f) of the U.S. Department of Transportation Act, Wingfield Park and the Truckee River Whitewater Park at Wingfield. The RTC is working with the FHWA to determine if the Project impacts are considered *de minimis*. If so, access to at least one channel of the whitewater park will need to be maintained for the duration of construction.

Arlington Avenue would be closed between Island Avenue and West First Street during construction. Wingfield Park also would be closed for the duration of the construction. However, irrigation to Wingfield Park will be required throughout construction to ensure the survival of trees and turf within the park.

Environmental Status

This project requires a National Environmental Policy Act (NEPA) approval by the Federal Highway Administration (FHWA) and permit authorizations from the Nevada Department of Environmental Protection (NDEP) and the United States Army Corps of Engineers (USACE). RTC is presently working with these state and federal agencies to obtain NEPA approval and permit authorizations prior to the completion of final design and request for a fixed price bid or cost of the work, plus a fee, with a guaranteed maximum price (Construction GMP Bid) from the Construction Manager. Final environmental approvals and related requirements have not yet been clearly identified and secured. It is possible that the Project scope may need to be modified to address changes required by applicable environmental approvals. Nothing contained in the RFP or the Professional Services Agreement, including any description of the Project, is intended to modify, limit, or otherwise constrain the on-going environmental review and permitting for this Project or other projects within or around the Project area or commit the RTC or any other entity to undertake any action with respect to the Project, including any final design and construction of the Project. The RTC currently anticipates receiving a NEPA approval by September 2023 and permit authorizations by April 2025. Proposers must be mindful that these dates could change, and release of this RFP does not obligate agencies to provide a NEPA approval or issue permits for the Project. Failure to obtain NEPA approval or permits may result in delay or cancellation of the Project.

Design Status and Project Risks

The Project is currently approaching the 90% design stage. The existing 60% plan set, all applicable reports, and other Project-related documentation are available on RTC's website at: <https://rtcwashoe.procureware.com/>.

RTC's Initial Risk Register developed for the Project is included on RTC's website at: <https://rtcwashoe.procureware.com/>. Some of the currently identified Project risks include the following items

- Utility Risks –Potential delay from relocation/adjustment/installation of utilities; including the NV Energy overhead street lighting power; utilities within the bridges; coordination with various utility companies such as, (AT&T, Charter Communications, Zayo, and City of Reno irrigation (and possibly domestic) water and electrical facilities); and TMWA's water line relocation in First Street.
- Environmental Risks – Potential impacts to address in-river work limited to the July 1 through October 31 period, protection of water quality, bird nesting, noise impacts, floodplain impacts, maintain river access/usage to channel not under construction, and lead time to acquire permits.
- Management Risks – construction noise impacts, material price escalation, labor availability, potential flooding, availability and access to staging areas, acquisition of temporary construction easements, timeliness to achieve acceptable GMP to meeting the federal fund obligation deadline, vandalism during construction.
- Structures Risks – lead time for acquisition of materials, quantity risk for unknown pile lengths, availability of form liner.
- Roadway Risks - Achieving temperature requirements for paving, construction impacts to existing building foundations.

The RTC anticipates that additional Project risks will be identified and mitigation recommendations developed through the design process with assistance and input from the Independent Cost Estimator.

PROJECT TEAM AND THIRD-PARTY STAKEHOLDERS

The RTC is performing the design and construction engineering services for the Project which has multiple federal funding sources from FWHA. RTC and NDOT are under a Local Public Agency Agreement (LPA) for the use and reimbursement of federal funds and identification of responsibilities and requirements for adherence with applicable Federal and State regulations and policies. The City of Reno owns and maintains the Arlington Avenue bridges. Carson-Truckee Water Conservancy District (CTWCD), as the local sponsor for the USACE has jurisdiction of the Truckee River floodway within the Project Limits per the Martis Creek Lake Agreement. The Truckee River Flood Management Authority (TRFMA) provides technical support to the City of Reno to manage and reduce flood impacts of the Truckee River.

The project will require partnering with other members of the Project Team. Without limitation, the following groups will be part of that coordination:

1. RTC's Project Manager and Management Team
2. RTC's Right-of-Way and Communications Team
3. RTC's Design Service Provider
4. RTC's Construction Engineer Service Provider (CE)
5. Local residents, property owners, businesses, and tenants
6. The Construction Manager and any subcontractors
7. The City of Reno
8. The Truckee River Flood Management Authority (TRFMA)
9. The Nevada Department of Transportation (NDOT)
10. The Federal Highway Administration (FHWA)
11. The U.S. Army Corps of Engineers (USACE),
12. The Carson-Truckee Water Conservancy District (CTWCD)
13. The Nevada Division of Environmental Protection (NDEP)
14. The Nevada Division of State Lands (NDSL)
15. The U.S. Fish and Wildlife Service (USFS)
16. Utilities, including Charter Communications, NV Energy, AT&T, TMWA, Uprise Fiber, Praxis Fiber, Lumen, Plumas Sierra Telecom and Zayo

PROJECT GOALS

The goals of the Project are to:

1. Complete the construction work to include replacing the bridges, preserving the hydraulic capacity of the Truckee River, and providing safe/ADA compliant multi-modal improvements within one construction season (notably so that Wingfield Park and the Whitewater Kayak Park are open to use)
2. Minimize closure of the Truckee River and maintain the safety of those using the north or south river channel diversion around Wingfield Park during construction
3. Maximize project budget, while remaining committed to constructing the aesthetic commitments and future access to the park
4. Although still a construction zone, complete work considering the continued use of the Truckee River walk and area by limiting haul routes through downtown, limiting times for noisy or unsightly construction work, and providing access to the island in some capacity as early as possible

5. Establish open, timely, and accurate communication and effective coordination with the public and other Project stakeholders through the RTC
6. Build and maintain a professional and collaborative Project team
7. Reach a fair and reasonable fixed price or Construction GMP for construction of the Project
8. Record zero environmental compliance findings through implementation of all identified mitigation measures, permit requirements, and implementation of best management practices
9. Maximize quality of the Project by applying innovations and benchmark quality practices in construction materials, means, and methods
10. Maintain forward compatibility with the City of Reno Barbara Bennett and Wingfield Park Master Plan

PRE-CONSTRUCTION SCHEDULE AND PROJECT WORK DURATION

Services shall commence upon receipt of the Notice to Proceed from the RTC. Table 1 has been established with anticipated dates, timeframes and deadlines to ensure timely Project delivery.

Table 1: Preliminary Schedule

Meeting / Milestone Description	Due Date	Location / Duration
Anticipated 90% Design Completion	10/13/2023	RTC Offices
Anticipated RTC Board approval and NTP	10/20/2023	N/A
Project Team Kickoff Workshop	11/2/2023	RTC Offices
Initial Approach to Schedule and Cost Meeting(s)	11/6/2023	RTC Offices
Initial Partnering Meeting #1	Nov 2023	RTC Offices
Design/Risk/Innovation Workshop #1	11/28/2023	RTC Offices
Design Discussion Meeting – Discuss innovation, design/specification revisions	12/4/2023	RTC Offices
90% Quantity Reconciliation	12/6/2024	RTC Offices
90% Opinion of Probable Construction Cost (OPCC #1)	1/9/2024	RTC Offices
90% Reconciliation Meeting	1/16/2024	RTC Offices

Meeting / Milestone Description	Due Date	Location / Duration
Partnering Meeting #2	Feb 2024	RTC Offices
100% Design Submittal	3/5/2024	RTC Offices
Design/Risk/Innovation Workshops #2	3/19/2024	RTC Offices
Design Discussion Meeting – Discuss innovation, design/specification revisions	3/22/2024	RTC Offices
100% Quantity Reconciliation	3/26/2024	RTC Offices
Notification to Subcontractors (Bid Proposal Form)	CMAR	TBD
Subcontractor Bid Proposal Form Opening	CMAR	TBD
100% OPCC #2	4/19/2024	RTC Offices
100% Reconciliation Meeting	4/25/2024	RTC Offices
Partnering Meeting #3	May 2024	RTC Offices
Submit Final Plans, Specifications, and Construction Contract documents for GMP Bid	5/19/2024	RTC Offices
RAISE Grant Funding Obligation – Grant Execution	May 2024	N/A
Notification to Subcontractors (Bid Proposal Form)	CMAR	TBD
Subcontractor Bid Proposal Form Opening	CMAR	TBD
Inform RTC of Selected Subcontractors	CMAR	TBD
RTC Approval of Selected Subcontractors	RTC	TBD
GMP Bid Due	June 2024	N/A
GMP Negotiations	June 2024	RTC Offices
RAISE Grant Funding Obligation – Construction Funding Authorization	June 2024	N/A
RTC Board Awards Construction Contract	July 2024	N/A

Meeting / Milestone Description	Due Date	Location / Duration
Construction Begins	2025	N/A

Notes: N/A = not applicable; TBD = to be determined.

Project Work Duration

1. Pre-Construction Work duration: The time period for the pre-construction work described in this Scope of Services is approximately nine (9) months, with Services beginning within five (5) working days of the Notice to Proceed for pre-construction services.
2. Project construction schedule: It is the RTC’s intent that the Project Team works collaboratively to develop the Project design in an efficient and prompt manner in order to award a Construction Contract no later than the August 2024 RTC Board Meeting. Given the need to address concerns of a wide variety of stakeholders, it is critical to develop a construction schedule that minimizes impacts to the traveling public by reducing Wingfield Park and Truckee River closures.

The Independent Cost Estimator (ICE) shall work with and become part of RTC’s project team, which also consists of the RTC Project Manager, the RTC Design Service Provider, the RTC Construction Manager at Risk (CMAR), the RTC Construction Engineering Service Provider(s), and the RTC Price Facilitator (if used) to accomplish the following tasks. The actual number of meetings, deliverables, GMP bids, etc., and other specific project details to meet an accelerated schedule are not known at this time. Consequently, the following task descriptions are considered preliminary. The final task scopes will be reflected in the Professional Services Agreement prior to award and execution.

The ICE’s tasks shall include the following:

Task 1.0 Project Management

Assign a project manager who will act as the primary point of contact for the RTC. The project manager will manage the Independent Cost Estimator (ICE) team. Services performed under the project management task include, but are not limited to, supervision of all ICE work performed for this project; quality of work; communication with team members; project accounting, project startup, monthly invoicing, and project closeout; and coordination with the RTC Project Manager.

Deliverable: All project files and deliverables created for this agreement will be compiled and provided to the RTC at the end of the project.

Task 2.0 Project Meetings

1. **Monthly Design Status Meetings:** Consultant’s project manager will assign one ICE team member to attend monthly two (2) hour virtual project management team (PMT)

meetings. The ICE team member will be expected to keep the ICE apprised of the design development progress and direction, and to consult weekly with the RTC with input on the design direction. PMT attendance will allow the ICE to remain in close communication with the design team and be aware of the project design status. No deliverables are required.

2. **Kickoff Meeting/Field Visit:** Actively participate as a member of the Project Team kickoff meeting to be led by the RTC. The Project Team kickoff workshop may include discussion of the following topics:
 - a. Introduction to the Project, the CMAR project delivery method, the partnering process, and the Project stakeholders
 - b. Presentation of Project elements and Project scope
 1. Project status, goals, objectives, etc.
 2. Project information, including relevant plans, specifications, studies, and reports
 - c. Project schedule and major milestones
 1. Project Team meetings
 2. Major project activities
 - d. Identification of roles and responsibilities for the Project Team
 1. Owner
 2. Designer
 3. Construction Manager
 4. ICE
 - e. Process for design input
 1. Innovation
 2. Alternative design analysis
 3. Designer needs
 - f. Communication protocol and plan
 - g. Change management process
 - h. Initial discussions on
 4. Cost/pricing development
 5. Project risk identification
 - i. Questions & Answers
 - j. Project Tour/Field Visits

3. **Other Project Meetings and Tasks.** Attend, actively participate in, and provide written comments related to the items listed above (Task 2.0 Sub-item 2.) at the following milestone meetings:
 - a. 90% Design Review Meeting
 - b. Final Design Review Meeting
 - c. Quantity Reconciliation Meetings
 - d. Project cost model and schedule development meetings

These meetings focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingency, risk, and approaches to the estimates are fully understood by the Project Team.

The ICE may be given Project assignments and tasks for follow-up during the workshops and/or meetings, as well as a schedule for performing and completing such assignments and tasks. The ICE shall be responsible for meeting the commitments for responding in a format acceptable to the RTC and within the time period directed by the RTC, which, in determining such schedule, shall consider the deliverable size and complexity. The Project Team shall establish these expectations, assignments, and commitments at the Project Team kickoff workshop and shall update and discuss the same regularly during Project meetings.

Task 3.0 Construction Cost Estimating

1. **Initial Approach to Cost & Schedule:** The ICE will participate the Initial Approach to Cost & Schedule meeting and will work with the RTC and CMAR to establish an agreeable approach to cost estimating and scheduling, and agree upon means of communicating changes in scope and quantities. This will include, but not be limited to open book discussion of local labor rates, anticipated production rates, conduct of construction plan and subcontracting plan. The ICE should familiarize themselves with each of these topics prior to the meeting if available. The Initial Approach to Cost & Schedule meeting will be attended by the project manager, lead estimator, and senior scheduler. The purpose of this meeting will be to establish like assumptions for construction means and methods as well as to establish the plan to communicate changes in scope, quantity and phasing between the CMAR and ICE to ensure a consistent estimating foundation for the production-based cost estimates. The ICE, Designer, and the CMAR will meet prior to OPCC #2 to discuss and agree upon incorporation of subcontractors/material suppliers prices in the OPCC #2 cost estimates.
2. **Opinion of Probable Cost of Construction #1:**
 - a. Prior to the Opinion of Probable Cost of Construction (OPCC) Meeting #1 the ICE will prepare the construction performance schedule (CPS). The schedule will identify project phasing and construction scenarios to optimally work with the constraints previously identified. The schedule will include procurement of long lead items & subcontractor procurement time frames. Schedule will be formatted to follow the cost estimate for ease of analysis.
 - b. Prior to the OPCC #1 the ICE, Designer, and the CMAR will prepare individual cost estimates based on the 90% design drawings provided by the Designer. The estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item. Indirect costs will be scoped, quantified, and priced discreetly. Home office overhead and profit will be identified. Agreement will be reached regarding allocation of indirect costs and O&P into direct costs to arrive at a total unit price for each pay item. Risk allocation

and associated contingencies will be per the agreed upon and regularly updated risk log that will be maintained by the RTC and available to the ICE throughout the process. Mobilization and demobilization pay items will be based on identified scope, quantities, and pricing. The CMAR and ICE shall provide a narrative report documenting the Basis of Estimate:

- i. Summary of markups: Escalation, overhead, profit, contingency, assumptions and clarifications, allowances, exclusions.

All OPCC's will be submitted to the RTC via an Excel format spreadsheet with bid item descriptions, quantities and units.

- c. The ICE will attend the OPCC reconciliation meetings as necessary to discuss assumptions and allocations associated with unit prices and schedule logic not in agreement. The differences identified will be discussed at the meeting. The one (1) day meeting will be attended by the project manager, senior scheduler, and the lead estimator. Following the OPCC reconciliation meeting, the ICE and CMAR will refine their OPCC #1 cost estimates based on discussions at the meeting, and resubmit to RTC approximately 1 week later.

Deliverables: Construction performance schedule, Narrative report documenting the Basis of Estimate, original and revised OPCC #1.

3. Opinion of Probable Cost of Construction #2:

- a. Prior to the Opinion of Probable Cost of Construction (OPCC) Meeting #2 the ICE will review and comment on the CMAR's construction performance schedule (CPS). The ICE will collaborate with the RTC and CMAR to develop an optimized construction schedule. The ICE will not produce an independent construction schedule at the 100% design milestone. The schedule will include procurement of long lead items & subcontractor procurement time frames. Schedule will be formatted to follow the cost estimate for ease of analysis.
- b. Prior to the OPCC #2 the ICE will review and comment on the CMAR's cost estimate based on the 100% design drawings provided by the Designer. The ICE will not develop an independent cost estimate at the 100% design milestone, but instead will review the CMAR's cost estimate and prepare comments to be discussed at OPCC #2. Home office overhead and profit will be discussed. Agreement will be reached regarding allocation of indirect costs and O&P into direct costs to arrive at a total unit price for each pay item. Risk allocation and associated contingencies will be per the agreed upon and regularly updated risk log that will be maintained by the RTC and available to the ICE throughout the process. Mobilization and demobilization pay items will be based on identified scope, quantities, and pricing. The CMAR shall provide a narrative report documenting the Basis of Estimate:

- i. Summary of markups: Escalation, overhead, profit, contingency, assumptions and clarifications, allowances, exclusions.

All OPCC's will be submitted to the RTC via an Excel format spreadsheet with bid item descriptions, quantities and units.

- c. The ICE will attend the OPCC reconciliation meetings as necessary to discuss assumptions and allocations associated with unit prices and schedule logic not in agreement. ICE's review comments on the CMAR's cost estimate will be discussed at the meeting. The one (1) day meeting will be attended by the project manager, senior scheduler, and the lead estimator. Following the OPCC reconciliation meeting, the CMAR will refine their OPCC #2 cost estimate based on discussions at the meeting, and resubmit to RTC approximately 1 week later.

Deliverables: Review comments on the CMAR's 100% cost estimate and construction schedule.

4. Develop GMP #1

- a. ICE will review and comment on the CMAR's GMP cost estimate and construction schedule.
- b. ICE will actively participate in GMP #1 Meeting. This meeting will be attended by the project manager, and lead estimator.
- c. ICE will work with the RTC to evaluate the CMAR GMP.

Deliverables: ICE will provide key negotiating points to assist RTC.

Task 4.0 Constructability Review

1. Review Construction Contract documents for adequate quality for bidding and construction purposes and to eliminate conflicts and ambiguities in the documents that could lead to change orders or disputes.
2. Integrate construction scheduling knowledge and experience into the pre-construction (design) process.

Task 5.0 Scheduling

1. Prepare an independent construction schedule identifying the sequence of construction, major tasks and durations, high-risk activities, interdependencies between tasks, risks, and the critical path. This construction schedule shall form the approach to the preparation of the ICE's first independent cost estimate.

2. Following review of the CMAR's initial construction schedule, review subsequent construction schedules provided by the CMAR and provide written analysis and recommendations to improve their usefulness to the Project Team. Demonstrate practicality in approach and concentrate remarks and discussions on critical path and high-risk activities.

Task 6.0 Risk Identification and Mitigation

1. The ICE team will participate in a series of three (3) Risk/Innovation Workshops to develop the construction risk register. The ICE team will participate and provide necessary information and data to populate and update the risk register. The Risk/Innovation Workshops will be attended by the project manager, lead estimator, senior scheduler.

Exhibit B

Compensation

RTC 23-17 Independent Cost Estimator
Arlington Avenue Bridges Project
October 11, 2023

Exhibit B - Compensation

ICE TEAMS MANHOURS								
TASK	PM	SCE	LCE	CE	SS	SCE	Admin	TOTAL
Task 1.0 Project Management	Dan	Abdi	Chris	Jade	Tom	Ben	Sarah	
Project Management and Consultation	40						200	240
Task 2.0 Project Meetings								
Kickoff Meeting	8		8		8			24
Monthly Design Status Meetings			20					20
Quantity Reconciliations (90% and 100%)	8		8	8		8		32
Design Review Meetings (90% and 100%)	8		8	8				24
Task 3.0 Construction Cost Estimating								
OPCC Meetings (90% and 100%)	16		16	8	16	8		64
Review 90% Plans, Specifications and Perform Market Research	2		4	8	2			16
90% Design Quantity Takeoffs	2		24	20		40		86
90% Cost Estimate	4		80	120		160		364
100% Design Review CMAR's Cost Estimate and Provide Comments to be Discussed at OPCC #2	8		16	8				32
GMP Proposal (Review CMAR's Estimate and Schedule)	4		12		4			20
CMAR GMP Evaluation (Provide Negotiation Points to Assist RTC)	4		4		4			12
GMP #1 Meeting	8		8					16
Task 4.0 Constructability Review								
90% Design Constructability Review	8		12					20
Task 5.0 Scheduling								
90% Design CPM Construction Schedule	2		8	4	60			74
100% Design Review CMAR CPM Schedule and Provide Optimization Comments	2		4		16			22
Task 6.0 Risk Identification and Mitigation								
Risk Workshops (90%, 100% & Final)	24		24		24			72
Total Manhours	148	0	256	184	134	216	200	1,138
ICE TEAMS LABOR RATES AND COST								
Category - Description						Hourly Rates	MH	Amount
Project Manager - PM						\$ 114.52	148	\$16,948.85
Sr. Cost Estimator - SCE						\$ 65.38	0	\$0.00
Lead Cost Estimator - LCE						\$ 91.35	256	\$23,384.61
Structures Cost Estimator - CE						\$ 60.10	184	\$11,057.69
Sr. Scheduler - SS						\$ 65.38	134	\$8,761.54
Scheduler/Cost Estimator - SCE						\$ 45.43	216	\$9,813.47
Admin Asst. - Admin						\$ 38.94	200	\$7,788.45
							Subtotal	\$77,754.61
						Title I Multiplier	2.986	\$232,175.27
							Subtotal Labor Costs	\$232,175.00
Task 7.0 Expenses								
ITEM	Quantity	Unit	Rate	Amount				
Airfare	20	each	\$600.00	\$12,000.00				
Parking (airport)	20	day	\$30.00	\$600.00				
Hotel	20	night	\$120.00	\$2,400.00				
Car Rental	7	day	\$120.00	\$840.00				
Gas for rental	20	gallon	\$4.25	\$85.00				
Mileage	200	mile	\$0.585	\$117.00				
Meals (Breakfast)	20	each	\$12.00	\$240.00				
Meals (Lunch)	20	each	\$16.00	\$320.00				
Meals (Dinner)	20	each	\$30.00	\$600.00				
		each		\$0.00				
							Subtotal Expenses	\$17,202.00
							Total Cost	\$249,377

Exhibit C

Indemnification and Insurance Requirements

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibits D, E and F

Federally Required Clauses

Exhibit D

Federally Required Clauses

1. **PROMPT PAYMENT PROVISION**

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

2. **NONDISCRIMINATION**

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

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

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

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

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

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

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

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

E. CONSULTANT shall include the provisions of this clause in every subcontract or

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

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

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

5. INTEREST OF PUBLIC OFFICIALS

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

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

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

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

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

national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

7. **INELIGIBLE CONSULTANTS**

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

8. **NOTICE OF FEDERAL REQUIREMENTS**

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

9. **THIRD-PARTY RIGHTS**

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

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

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until

the expiration of three (3) years after final payment under this Contract.

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

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

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered

transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

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

14. REPORTING REQUIREMENTS

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

Exhibit E

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

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

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

Exhibit F

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

Pertinent Non-Discrimination Authorities:

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

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

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

Updated Agreement Replaces Above 10/20/2023

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of October 20, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Innovative Contracting and Engineering LLC. “CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Independent Cost Analyses in connection with the Arlington Avenue Bridges Project; and

WHEREAS, CONSULTANT submitted a proposal for RTC 23-17 Independent Cost Estimator Arlington Avenue Bridges Project and was selected to perform the work.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 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 RTC 23-17 Arlington Avenue Bridges Project. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates 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 1.0 to 7.0)	\$304,260
Total Not-to-Exceed Amount	\$304,260

3.3. For any work authorized under Section 2.5, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, “Additional

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

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT’s indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.
- 3.5. CONSULTANT must have an acceptable cost accounting system and can only be reimbursed for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

ARTICLE 4 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 4.1. The Nevada Department of Transportation has established a DBE goal of 0% for this Agreement.
- 4.2. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement.
- 4.3. CONSULTANT and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement and the award and administration of any other DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as RTC deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying CONSULTANT from future bidding as non-responsible.
- 4.4. CONSULTANT shall include the assurance required by 49 C.F.R. 26.13 in each subcontract.

ARTICLE 5 - INVOICING

- 5.1 CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent

(0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

- 5.2 RTC shall only reimburse CONSULTANT for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.
- 5.3 RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 5.4 CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 6 – CONFLICTS OF INTEREST

- 6.1 CONSULTANT shall ensure that no employee, agent, subcontractor or other person performing services under this Agreement shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.2 CONSULTANT shall include a requirement in each subcontract CONSULTANT signs with a subcontractor that the subcontractor shall ensure that no employee, agent, subcontractor or other person performing services under the subcontract shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.3 CONSULTANT shall disclose any potential conflict of interest to RTC, who shall then disclose any potential conflict of interest as specified in 2 C.F.R. 200.112, 23 C.F.R. 1.33 and the requirements of 23 C.F.R. 172.5.

ARTICLE 7 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 8 - OWNERSHIP OF WORK

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

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

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

ARTICLE 9 - TERMINATION

9.1. MUTUAL ASSENT.

This Agreement may be terminated by mutual written agreement of the parties.

9.2. CONVENIENCE.

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

9.3. DEFAULT.

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

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

ARTICLE 10 - RIGHTS, REMEDIES AND DISPUTES

10.1. RIGHTS.

- A. RTC shall have the following rights in the event that RTC deems CONSULTANT guilty of a breach of any term of this Agreement:
1. The right to take over and complete the work or any part thereof as agency for and at the expense of CONSULTANT, either directly or through other contractors;
 2. The right to cancel this Agreement as to any or all of the work yet to be performed;
 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 4. The right to money damages.
- B. Inasmuch as CONSULTANT can be adequately compensated by money damages for any breach of this Agreement which may be committed by RTC, CONSULTANT expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Agreement entitling CONSULTANT to cancel or rescind the Agreement (unless RTC directs CONSULTANT to do so) or to suspend or abandon performance.

10.2. NEGOTIATED RESOLUTION

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

evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

10.3. MEDIATION

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

10.4. LITIGATION

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

10.5. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 11 - INSURANCE

11.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

11.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 12 - HOLD HARMLESS

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

ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 14 – PROJECT MANAGERS

- 14.1. RTC's Project Manager is Judy Tortelli or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 14.2. CONSULTANT' Project Manager is Dan Bender or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 15 - NOTICE

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

RTC:	Bill Thomas, AICP
	Executive Director
	Judy Tortelli

RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1824

CONSULTANT: Dan Bender
President
Innovative Contracting & Engineering
5513 W 11000 N #501
Highland, UT 84003
Phone (702) 523-2354

ARTICLE 16 - DELAYS IN PERFORMANCE

16.1. TIME IS OF THE ESSENCE

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

16.2. UNAVOIDABLE DELAYS

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

16.3. NOTIFICATION OF DELAYS

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

16.4. REQUEST FOR EXTENSION

Any request by CONSULTANT for an extension of time to complete the work under this Agreement shall be made in writing to RTC. CONSULTANT shall supply to RTC documentation to substantiate and justify the additional time needed to complete the work

and shall provide a revised schedule. RTC shall provide CONSULTANT with notice of its decision within a reasonable time after receipt of a request.

ARTICLE 17 - GENERAL PROVISIONS

17.1. SUCCESSORS AND ASSIGNS

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

17.2. NON TRANSFERABILITY

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

17.3. SEVERABILITY

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

17.4. RELATIONSHIP OF PARTIES

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

17.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This

Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

17.6. REGULATORY COMPLIANCE

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

17.7. EXCLUSIVE AGREEMENT

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

17.8. AMENDMENTS

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

17.9. CONTINUING OBLIGATION

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

17.10. APPLICABLE LAW AND VENUE

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

17.11. ATTORNEYS' FEES

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

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

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

ARTICLE 18 - FEDERAL FORMS AND CLAUSES

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

Innovative Contracting & Engineering

DocuSigned by:
Dan Bender
By: _____
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Dan Bender, President

Exhibit A

Scope and Schedule of Services

SCOPE AND SCHEDULE OF SERVICES

PROJECT DESCRIPTION

The Regional Transportation Commission of Washoe County (RTC), in cooperation with the City of Reno, the Nevada Department of Transportation (NDOT), and the Federal Highway Administration (FHWA), proposes to replace two Arlington Avenue bridges that cross the Truckee River in the Riverwalk District of downtown Reno, Washoe County, Nevada. The Project is located on Arlington Avenue between Island Avenue and West First Street.

The bridges provide the only vehicular transportation link to the 3-acre Wingfield Park island. The north bridge (B-1532) was constructed in 1921, and subsequently modified in 1939, 1967, and 1998. The south bridge (B-1531) was constructed in 1939. The bridges are structurally deficient and need to be replaced. The Project will address the deteriorating condition of the bridge structures; improve safety for pedestrians, bicyclists, transit riders, and drivers on Arlington Avenue in the area of Wingfield Park; and provide sufficient hydraulic capacity for the Truckee River during flood events.

Currently, the north bridge is a three-span concrete tee beam superstructure, 122 feet long by 76 feet wide, with its largest span measuring 40 feet. This bridge will be replaced with a two-span bridge that is 125 feet long by 71 feet wide. Pedestrian overlooks on each side would be provided at the center pier. The single-pier concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast concrete box beam girders.

Currently, the south bridge is a rigid frame structure with a clear span of 48 feet and a width of 60 feet. The south bridge will be replaced with a clear-span bridge that is 53 feet long by 71 feet wide. The design concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast voided slab girders.

Signature bridge pylons will be located at the four corners of each bridge, and smaller pylons with custom lit columns will be located at the two ends of both overlooks on the north bridge.

Existing utilities across the north bridge include NV Energy, AT&T, and City of Reno irrigation water and electrical facilities. Existing utilities across the south bridge include NV Energy, AT&T, and Charter. All existing utilities are attached to the exterior of the bridges. The new bridges will include multiple conduits inside the precast concrete box beam girders of the north bridge and the precast voided slab girders of the south bridge to place the utilities within the bridges to avoid attaching them to the exterior of the bridges.

In addition to the replacement of the bridges, improvements to transit, biking and walking facilities along Arlington Avenue, adjacent cross streets and intersections, and along the river will be included within this Project.

The existing multiuse path under the south end of the north bridge will be reconstructed to provide adequate head clearance and realigned.

The existing ADA-compliant river access ramp from Island Avenue west of Arlington Avenue will be widened and slightly realigned as it enters the river to accommodate City of Reno maintenance equipment, in addition to ADA-compliant access to the Whitewater Park.

Streetscape improvements include pedestrian-scale lighting, shade trees, and decorative colored sidewalk with scored patterns.

A majority of the project is located within the regulatory responsibility of Carson-Truckee Water Conservancy District (CTWCD), defined by the delineation of CTWCD's 14,000 cfs flow. Occupancy within this delineation is constrained by the requirements of the USACE 408 permit, which will require vacating the delineation area if actual river flows in the south channel are 1,600 cfs and rising, or 8,000 cfs and rising in the north channel. Additionally, the timeframe for work regulated by the permit will be limited to the period July 1 through October 31, with the potential to extend through November if approved by CTWCD.

There are two parks within the Project limits that are protected by Section 4(f) of the U.S. Department of Transportation Act, Wingfield Park and the Truckee River Whitewater Park at Wingfield. The RTC is working with the FHWA to determine if the Project impacts are considered *de minimis*. If so, access to at least one channel of the whitewater park will need to be maintained for the duration of construction.

Arlington Avenue would be closed between Island Avenue and West First Street during construction. Wingfield Park also would be closed for the duration of the construction. However, irrigation to Wingfield Park will be required throughout construction to ensure the survival of trees and turf within the park.

Environmental Status

This project requires a National Environmental Policy Act (NEPA) approval by the Federal Highway Administration (FHWA) and permit authorizations from the Nevada Department of Environmental Protection (NDEP) and the United States Army Corps of Engineers (USACE). RTC is presently working with these state and federal agencies to obtain NEPA approval and permit authorizations prior to the completion of final design and request for a fixed price bid or cost of the work, plus a fee, with a guaranteed maximum price (Construction GMP Bid) from the Construction Manager. Final environmental approvals and related requirements have not yet been clearly identified and secured. It is possible that the Project scope may need to be modified to address changes required by applicable environmental approvals. Nothing contained in the RFP or the Professional Services Agreement, including any description of the Project, is intended to modify, limit, or otherwise constrain the on-going environmental review and permitting for this Project or other projects within or around the Project area or commit the RTC or any other entity to undertake any action with respect to the Project, including any final design and construction of the Project. The RTC currently anticipates receiving a NEPA approval by September 2023 and permit authorizations by April 2025. Proposers must be mindful that these dates could change, and release of this RFP does not obligate agencies to provide a NEPA approval or issue permits for the Project. Failure to obtain NEPA approval or permits may result in delay or cancellation of the Project.

Design Status and Project Risks

The Project is currently approaching the 90% design stage. The existing 60% plan set, all applicable reports, and other Project-related documentation are available on RTC's website at: <https://rtcwashoe.procurement.com/>.

RTC's Initial Risk Register developed for the Project is included on RTC's website at: <https://rtcwashoe.procurement.com/>. Some of the currently identified Project risks include the following items

- Utility Risks –Potential delay from relocation/adjustment/installation of utilities; including the NV Energy overhead street lighting power; utilities within the bridges; coordination with various utility companies such as, (AT&T, Charter Communications, Zayo, and City of Reno irrigation (and possibly domestic) water and electrical facilities); and TMWA's water line relocation in First Street.
- Environmental Risks – Potential impacts to address in-river work limited to the July 1 through October 31 period, protection of water quality, bird nesting, noise impacts, floodplain impacts, maintain river access/usage to channel not under construction, and lead time to acquire permits.
- Management Risks – construction noise impacts, material price escalation, labor availability, potential flooding, availability and access to staging areas, acquisition of temporary construction easements, timeliness to achieve acceptable GMP to meeting the federal fund obligation deadline, vandalism during construction.
- Structures Risks – lead time for acquisition of materials, quantity risk for unknown pile lengths, availability of form liner.
- Roadway Risks - Achieving temperature requirements for paving, construction impacts to existing building foundations.

The RTC anticipates that additional Project risks will be identified and mitigation recommendations developed through the design process with assistance and input from the Independent Cost Estimator.

PROJECT TEAM AND THIRD-PARTY STAKEHOLDERS

The RTC is performing the design and construction engineering services for the Project which has multiple federal funding sources from FWHA. RTC and NDOT are under a Local Public Agency Agreement (LPA) for the use and reimbursement of federal funds and identification of responsibilities and requirements for adherence with applicable Federal and State regulations and policies. The City of Reno owns and maintains the Arlington Avenue bridges. Carson-Truckee Water Conservancy District (CTWCD), as the local sponsor for the USACE has jurisdiction of the Truckee River floodway within the Project Limits per the Martis Creek Lake Agreement. The Truckee River Flood Management Authority (TRFMA) provides technical support to the City of Reno to manage and reduce flood impacts of the Truckee River.

The project will require partnering with other members of the Project Team. Without limitation, the following groups will be part of that coordination:

1. RTC's Project Manager and Management Team
2. RTC's Right-of-Way and Communications Team
3. RTC's Design Service Provider
4. RTC's Construction Engineer Service Provider (CE)
5. Local residents, property owners, businesses, and tenants
6. The Construction Manager and any subcontractors
7. The City of Reno
8. The Truckee River Flood Management Authority (TRFMA)
9. The Nevada Department of Transportation (NDOT)
10. The Federal Highway Administration (FHWA)
11. The U.S. Army Corps of Engineers (USACE),
12. The Carson-Truckee Water Conservancy District (CTWCD)
13. The Nevada Division of Environmental Protection (NDEP)
14. The Nevada Division of State Lands (NDSL)
15. The U.S. Fish and Wildlife Service (USFS)
16. Utilities, including Charter Communications, NV Energy, AT&T, TMWA, Uprise Fiber, Praxis Fiber, Lumen, Plumas Sierra Telecom and Zayo

PROJECT GOALS

The goals of the Project are to:

1. Complete the construction work to include replacing the bridges, preserving the hydraulic capacity of the Truckee River, and providing safe/ADA compliant multi-modal improvements within one construction season (notably so that Wingfield Park and the Whitewater Kayak Park are open to use)
2. Minimize closure of the Truckee River and maintain the safety of those using the north or south river channel diversion around Wingfield Park during construction
3. Maximize project budget, while remaining committed to constructing the aesthetic commitments and future access to the park
4. Although still a construction zone, complete work considering the continued use of the Truckee River walk and area by limiting haul routes through downtown, limiting times for noisy or unsightly construction work, and providing access to the island in some capacity as early as possible

5. Establish open, timely, and accurate communication and effective coordination with the public and other Project stakeholders through the RTC
6. Build and maintain a professional and collaborative Project team
7. Reach a fair and reasonable fixed price or Construction GMP for construction of the Project
8. Record zero environmental compliance findings through implementation of all identified mitigation measures, permit requirements, and implementation of best management practices
9. Maximize quality of the Project by applying innovations and benchmark quality practices in construction materials, means, and methods
10. Maintain forward compatibility with the City of Reno Barbara Bennett and Wingfield Park Master Plan

PRE-CONSTRUCTION SCHEDULE AND PROJECT WORK DURATION

Services shall commence upon receipt of the Notice to Proceed from the RTC. Table 1 has been established with anticipated dates, timeframes and deadlines to ensure timely Project delivery.

Table 1: Preliminary Schedule

Meeting / Milestone Description	Due Date	Location / Duration
Anticipated 90% Design Completion	10/13/2023	RTC Offices
Anticipated RTC Board approval and NTP	10/20/2023	N/A
Project Team Kickoff Workshop	11/2/2023	RTC Offices
Initial Approach to Schedule and Cost Meeting(s)	11/6/2023	RTC Offices
Initial Partnering Meeting #1	Nov 2023	RTC Offices
Design/Risk/Innovation Workshop #1	11/28/2023	RTC Offices
Design Discussion Meeting – Discuss innovation, design/specification revisions	12/4/2023	RTC Offices
90% Quantity Reconciliation	12/6/2024	RTC Offices
90% Opinion of Probable Construction Cost (OPCC #1)	1/9/2024	RTC Offices
90% Reconciliation Meeting	1/16/2024	RTC Offices

Meeting / Milestone Description	Due Date	Location / Duration
Partnering Meeting #2	Feb 2024	RTC Offices
100% Design Submittal	3/5/2024	RTC Offices
Design/Risk/Innovation Workshops #2	3/19/2024	RTC Offices
Design Discussion Meeting – Discuss innovation, design/specification revisions	3/22/2024	RTC Offices
100% Quantity Reconciliation	3/26/2024	RTC Offices
Notification to Subcontractors (Bid Proposal Form)	CMAR	TBD
Subcontractor Bid Proposal Form Opening	CMAR	TBD
100% OPCC #2	4/19/2024	RTC Offices
100% Reconciliation Meeting	4/25/2024	RTC Offices
Partnering Meeting #3	May 2024	RTC Offices
Submit Final Plans, Specifications, and Construction Contract documents for GMP Bid	5/19/2024	RTC Offices
RAISE Grant Funding Obligation – Grant Execution	May 2024	N/A
Notification to Subcontractors (Bid Proposal Form)	CMAR	TBD
Subcontractor Bid Proposal Form Opening	CMAR	TBD
Inform RTC of Selected Subcontractors	CMAR	TBD
RTC Approval of Selected Subcontractors	RTC	TBD
GMP Bid Due	June 2024	N/A
GMP Negotiations	June 2024	RTC Offices
RAISE Grant Funding Obligation – Construction Funding Authorization	June 2024	N/A
RTC Board Awards Construction Contract	July 2024	N/A

Meeting / Milestone Description	Due Date	Location / Duration
Construction Begins	2025	N/A

Notes: N/A = not applicable; TBD = to be determined.

Project Work Duration

1. Pre-Construction Work duration: The time period for the pre-construction work described in this Scope of Services is approximately nine (9) months, with Services beginning within five (5) working days of the Notice to Proceed for pre-construction services.
2. Project construction schedule: It is the RTC's intent that the Project Team works collaboratively to develop the Project design in an efficient and prompt manner in order to award a Construction Contract no later than the August 2024 RTC Board Meeting. Given the need to address concerns of a wide variety of stakeholders, it is critical to develop a construction schedule that minimizes impacts to the traveling public by reducing Wingfield Park and Truckee River closures.

The Independent Cost Estimator (ICE) shall work with and become part of RTC's project team, which also consists of the RTC Project Manager, the RTC Design Service Provider, the RTC Construction Manager at Risk (CMAR), the RTC Construction Engineering Service Provider(s), and the RTC Price Facilitator (if used) to accomplish the following tasks. The actual number of meetings, deliverables, GMP bids, etc., and other specific project details to meet an accelerated schedule are not known at this time. Consequently, the following task descriptions are considered preliminary. The final task scopes will be reflected in the Professional Services Agreement prior to award and execution.

The ICE's tasks shall include the following:

Task 1.0 Project Management

Assign a project manager who will act as the primary point of contact for the RTC. The project manager will manage the Independent Cost Estimator (ICE) team. Services performed under the project management task include, but are not limited to, supervision of all ICE work performed for this project; quality of work; communication with team members; project accounting, project startup, monthly invoicing, and project closeout; and coordination with the RTC Project Manager.

Deliverable: All project files and deliverables created for this agreement will be compiled and provided to the RTC at the end of the project.

Task 2.0 Project Meetings

1. **Monthly Design Status Meetings:** Consultant's project manager will assign one ICE team member to attend monthly two (2) hour virtual project management team (PMT)

meetings. The ICE team member will be expected to keep the ICE apprised of the design development progress and direction, and to consult weekly with the RTC with input on the design direction. PMT attendance will allow the ICE to remain in close communication with the design team and be aware of the project design status. No deliverables are required.

2. **Kickoff Meeting/Field Visit:** Actively participate as a member of the Project Team kickoff meeting to be led by the RTC. The Project Team kickoff workshop may include discussion of the following topics:
 - a. Introduction to the Project, the CMAR project delivery method, the partnering process, and the Project stakeholders
 - b. Presentation of Project elements and Project scope
 1. Project status, goals, objectives, etc.
 2. Project information, including relevant plans, specifications, studies, and reports
 - c. Project schedule and major milestones
 1. Project Team meetings
 2. Major project activities
 - d. Identification of roles and responsibilities for the Project Team
 1. Owner
 2. Designer
 3. Construction Manager
 4. ICE
 - e. Process for design input
 1. Innovation
 2. Alternative design analysis
 3. Designer needs
 - f. Communication protocol and plan
 - g. Change management process
 - h. Initial discussions on
 4. Cost/pricing development
 5. Project risk identification
 - i. Questions & Answers
 - j. Project Tour/Field Visits

3. **Other Project Meetings and Tasks.** Attend, actively participate in, and provide written comments related to the items listed above (Task 2.0 Sub-item 2.) at the following milestone meetings:
 - a. 90% Design Review Meeting
 - b. Final Design Review Meeting
 - c. Quantity Reconciliation Meetings
 - d. Project cost model and schedule development meetings

These meetings focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingency, risk, and approaches to the estimates are fully understood by the Project Team.

The ICE may be given Project assignments and tasks for follow-up during the workshops and/or meetings, as well as a schedule for performing and completing such assignments and tasks. The ICE shall be responsible for meeting the commitments for responding in a format acceptable to the RTC and within the time period directed by the RTC, which, in determining such schedule, shall consider the deliverable size and complexity. The Project Team shall establish these expectations, assignments, and commitments at the Project Team kickoff workshop and shall update and discuss the same regularly during Project meetings.

Task 3.0 Construction Cost Estimating

1. **Initial Approach to Cost & Schedule:** The ICE will participate the Initial Approach to Cost & Schedule meeting and will work with the RTC and CMAR to establish an agreeable approach to cost estimating and scheduling, and agree upon means of communicating changes in scope and quantities. This will include, but not be limited to open book discussion of local labor rates, anticipated production rates, conduct of construction plan and subcontracting plan. The ICE should familiarize themselves with each of these topics prior to the meeting if available. The Initial Approach to Cost & Schedule meeting will be attended by the project manager, lead estimator, and senior scheduler. The purpose of this meeting will be to establish like assumptions for construction means and methods as well as to establish the plan to communicate changes in scope, quantity and phasing between the CMAR and ICE to ensure a consistent estimating foundation for the production-based cost estimates. The ICE, Designer, and the CMAR will meet prior to OPCC #2 to discuss and agree upon incorporation of subcontractors/material suppliers prices in the OPCC #2 cost estimates.
2. **Opinion of Probable Cost of Construction #1:**
 - a. Prior to the Opinion of Probable Cost of Construction (OPCC) Meeting #1 the ICE will prepare the construction performance schedule (CPS). The schedule will identify project phasing and construction scenarios to optimally work with the constraints previously identified. The schedule will include procurement of long lead items & subcontractor procurement time frames. Schedule will be formatted to follow the cost estimate for ease of analysis.
 - b. Prior to the OPCC #1 the ICE, Designer, and the CMAR will prepare individual cost estimates based on the 90% design drawings provided by the Designer. The estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item. Indirect costs will be scoped, quantified, and priced discreetly. Home office overhead and profit will be identified. Agreement will be reached regarding allocation of indirect costs and O&P into direct costs to arrive at a total unit price for each pay item. Risk allocation

and associated contingencies will be per the agreed upon and regularly updated risk log that will be maintained by the RTC and available to the ICE throughout the process. Mobilization and demobilization pay items will be based on identified scope, quantities, and pricing. The CMAR and ICE shall provide a narrative report documenting the Basis of Estimate:

- i. Summary of markups: Escalation, overhead, profit, contingency, assumptions and clarifications, allowances, exclusions.

All OPCC's will be submitted to the RTC via an Excel format spreadsheet with bid item descriptions, quantities and units.

- c. The ICE will attend the OPCC reconciliation meetings as necessary to discuss assumptions and allocations associated with unit prices and schedule logic not in agreement. The differences identified will be discussed at the meeting. The one (1) day meeting will be attended by the project manager, senior scheduler, and the lead estimator. Following the OPCC reconciliation meeting, the ICE and CMAR will refine their OPCC #1 cost estimates based on discussions at the meeting, and resubmit to RTC approximately 1 week later.

Deliverables: Construction performance schedule, Narrative report documenting the Basis of Estimate, original and revised OPCC #1.

3. Opinion of Probable Cost of Construction #2:

- a. Prior to the Opinion of Probable Cost of Construction (OPCC) Meeting #2 the ICE will review and comment on the CMAR's construction performance schedule (CPS). The ICE will collaborate with the RTC and CMAR to develop an optimized construction schedule. The ICE will not produce an independent construction schedule at the 100% design milestone. The schedule will include procurement of long lead items & subcontractor procurement time frames. Schedule will be formatted to follow the cost estimate for ease of analysis.
- b. Prior to the OPCC #2 the ICE, Designer, and the CMAR will prepare individual cost estimate based on the 100% design drawings provided by the Designer. The estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item. Indirect costs will be scoped, quantified, and priced discreetly. Home office overhead and profit will be discussed. Agreement will be reached regarding allocation of indirect costs and O&P into direct costs to arrive at a total unit price for each pay item. Risk allocation and associated contingencies will be per the agreed upon and regularly updated risk log that will be maintained by the RTC and available to the ICE throughout the process. Mobilization and demobilization pay items will be based on identified scope, quantities, and pricing. The CMAR and ICE shall provide a narrative report documenting the Basis of Estimate:

- i. Summary of markups: Escalation, overhead, profit, contingency, assumptions and clarifications, allowances, exclusions.

All OPCC's will be submitted to the RTC via an Excel format spreadsheet with bid item descriptions, quantities and units.

- c. The ICE will attend the OPCC reconciliation meetings as necessary to discuss assumptions and allocations associated with unit prices and schedule logic not in agreement. The differences identified will be discussed at the meeting. The one (1) day meeting will be attended by the project manager, senior scheduler, and the lead estimator. Following the OPCC reconciliation meeting, the ICE and CMAR will refine their OPCC #2 cost estimate based on discussions at the meeting, and resubmit to RTC approximately 1 week later.

Deliverables: Review comments on the CMAR's construction schedule and narrative report documenting the Basis of Estimate, original and revised OPCC #2.

4. Develop GMP #1

- a. ICE will submit a full Guaranteed Maximum Price (GMP) cost proposal to the RTC on a spreadsheet. The ICE shall submit the Construction GMP bid in accordance with the requirements delineated herein, and utilizing the same production-based cost model as was used in development of the previous OPCCs along with a narrative report documenting critical assumptions and/or decisions of costing that may impact the fluctuations in pricing adherence (on an open- book basis). ICE will review and comment on the CMAR's construction schedule.
- b. ICE will actively participate in GMP #1 Meeting. This meeting will be attended by the project manager, and lead estimator.
- c. ICE will work with the RTC to evaluate the CMAR GMP. Details of the CMAR GMP will be compared to the ICE GMP. Differences will be identified and discussed.

Deliverables: ICE will provide key negotiating points to assist RTC.

Task 4.0 Constructability Review

1. Review Construction Contract documents for adequate quality for bidding and construction purposes and to eliminate conflicts and ambiguities in the documents that could lead to change orders or disputes.
2. Integrate construction scheduling knowledge and experience into the pre-construction (design) process.

Task 5.0 Scheduling

1. Prepare an independent construction schedule identifying the sequence of construction, major tasks and durations, high-risk activities, interdependencies between tasks, risks, and the critical path. This construction schedule shall form the approach to the preparation of the ICE's first independent cost estimate.
2. Following review of the CMAR's initial construction schedule, review subsequent construction schedules provided by the CMAR and provide written analysis and recommendations to improve their usefulness to the Project Team. Demonstrate practicality in approach and concentrate remarks and discussions on critical path and high-risk activities.

Task 6.0 Risk Identification and Mitigation

1. The ICE team will participate in a series of three (3) Risk/Innovation Workshops to develop the construction risk register. The ICE team will participate and provide necessary information and data to populate and update the risk register. The Risk/Innovation Workshops will be attended by the project manager, lead estimator, senior scheduler.

Task 7.0 Expenses

Travel expenses for in-person meetings to be held at the RTC offices.

Exhibit B

Compensation

RTC 23-17 Independent Cost Estimator
Arlington Avenue Bridges Project
October 17, 2023

Exhibit B - Compensation

ICE TEAMS MANHOURS									
TASK	PM	SCE	LCE	CE	SS	SCE	Admin	TOTAL	
Task 1.0 Project Management	Dan	Abdi	Chris	Jade	Tom	Ben	Sarah		
Project Management and Consultation	40						200	240	
Task 2.0 Project Meetings									
Kickoff Meeting	8		8		8			24	
Monthly Design Status Meetings			20					20	
Quantity Reconciliations (90% and 100%)	8		8	8		8		32	
Design Review Meetings (90% and 100%)	8		8	8				24	
Task 3.0 Construction Cost Estimating									
OPCC Meetings (90% and 100%)	16		16	8	16	8		64	
Review 90% Plans, Specifications and Perform Market Research	2		4	8	2			16	
90% Design Quantity Takeoffs	2		24	20		40		86	
90% Design Cost Estimate	4		80	120		160		364	
100% Design Quantity Takeoffs	2		16	20		30		68	
100% Design Cost Estimate	4		60	80		120		264	
GMP Proposal (including narrative report)	4	8	12		4			28	
CMAR GMP Evaluation (Provide Negotiation Points to Assist RTC)	4	4	4		4			16	
GMP #1 Meeting	8		8					16	
Task 4.0 Constructability Review									
90% Design Constructability Review	8		12					20	
Task 5.0 Scheduling									
90% Design CPM Construction Schedule	2		8	4	60			74	
100% Design Review CMAR CPM Schedule and Provide Optimization Comments	2		4		16			22	
Task 6.0 Risk Identification and Mitigation									
Risk Workshops (90%, 100% & Final)	24		24		24			72	
Total Manhours	146	12	316	276	134	366	200	1,450	
ICE TEAMS LABOR RATES AND COST									
Category - Description						Hourly Rates	MH	Amount	
Project Manager - PM Dan Bender						\$ 114.52	146	\$16,719.81	
Sr. Cost Estimator - SCE Abdi Fatemi						\$ 65.38	12	\$784.62	
Lead Cost Estimator - LCE Chris Wilson						\$ 91.35	316	\$28,865.38	
Structures Cost Estimator - CE Jade Broadhead						\$ 60.10	276	\$16,586.53	
Sr. Scheduler - SS Tom Gott						\$ 65.38	134	\$8,761.54	
Scheduler/Cost Estimator - SCE Ben Holland						\$ 45.43	366	\$16,628.39	
Admin Asst. - Admin						\$ 38.94	200	\$7,788.45	
							Subtotal	\$96,134.72	
						Title I Multiplier	2.986	\$287,058.27	
							Subtotal Labor Costs	\$287,058.00	
Task 7.0 Expenses									
ITEM						Quantity	Unit	Rate	Amount
Airfare						20	each	\$600.00	\$12,000.00
Parking (airport)						20	day	\$30.00	\$600.00
Hotel						20	night	\$120.00	\$2,400.00
Car Rental						7	day	\$120.00	\$840.00
Gas for rental						20	gallon	\$4.25	\$85.00
Mileage						200	mile	\$0.585	\$117.00
Meals (Breakfast)						20	each	\$12.00	\$240.00
Meals (Lunch)						20	each	\$16.00	\$320.00
Meals (Dinner)						20	each	\$30.00	\$600.00
							each		\$0.00
							Subtotal Expenses		\$17,202.00
							Total Cost		\$304,260

Exhibit C

Indemnification and Insurance Requirements

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibits D, E and F

Federally Required Clauses

Exhibit D

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

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

2. NONDISCRIMINATION

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

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

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

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

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

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

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

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

E. CONSULTANT shall include the provisions of this clause in every subcontract or

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

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

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

5. INTEREST OF PUBLIC OFFICIALS

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

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

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

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

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

national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

7. INELIGIBLE CONSULTANTS

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

8. NOTICE OF FEDERAL REQUIREMENTS

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

9. THIRD-PARTY RIGHTS

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

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until

the expiration of three (3) years after final payment under this Contract.

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

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

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered

transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

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

14. REPORTING REQUIREMENTS

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

Exhibit E

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

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

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

Exhibit F

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

Pertinent Non-Discrimination Authorities:

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

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.4.8

To: Regional Transportation Commission

From: Amanda Callegari, Engineering Manager

SUBJECT: Arlington Avenue Bridges CMAR Program Management Services Amendment No. 1

RECOMMENDED ACTION

Approve Amendment No. 1 to the contract with Avenue Consultants, Inc., for professional services and program management of the Construction Manager at Risk (CMAR) pre-construction process for the Arlington Avenue Bridge Replacement Project, in an amount not-to-exceed \$291,445.45 for a new total not-to-exceed amount of \$352,419.45.

BACKGROUND AND DISCUSSION

The RTC and Avenue Consultants, Inc., entered into an agreement on June 16, 2023, to perform professional services for Construction Manager at Risk (CMAR) procurement services in connection with the Arlington Avenue Bridges Replacement Project. The original agreement, totaling \$60,974, was for services to procure a CMAR Contractor and to support the RTC in the development of CMAR Project Delivery Guidelines. Additional resources are needed to support RTC staff through the time-intensive pre-construction phase of the CMAR process. Avenue Consultants will advise and help RTC staff facilitate CMAR pre-construction processes including: developing and coordinating an approach to schedule and cost, participating in design and innovation workshops, facilitating risk workshops and developing a risk register, facilitating cost reconciliation meetings, and cost variance reporting between the CMAR Contractor and ICE.

This amendment (Amendment No. 1) to the agreement is \$291,445.45. The amended compensation is an amount not-to-exceed \$352,419.45.

FISCAL IMPACT

Funding for this item is included in the FY 2024 Budget.

PREVIOUS BOARD ACTION

6/16/2023 Authorized staff to pursue efforts to deliver the Arlington Avenue Bridges Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Avenue Consultants, Inc. (“CONSULTANT”) entered into an agreement dated June 16, 2023. This Amendment No. 1 is dated and effective as of [_____].

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to provide program management services for supporting the administration of the Construction Manager at Risk (CMAR) pre-construction process for the Arlington Avenue Bridges Replacement Project (“Project”);

WHEREAS, under the original agreement, the CONSULTANT performed professional services for development of the CMAR Project Delivery Guidelines and CMAR procurement services in connection with the Project; and

WHEREAS, additional services are needed to administer the CMAR project delivery process through the pre-construction phase of the Project;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

- 1. Section 1.1 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written above through December 31, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

- 2. Section 3.2 shall be replaced in its entirety with the following:

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

Total Services (Tasks 1 through 6)	\$305,419.45
<u>Contingency (Task 7)</u>	<u>\$ 47,000.00</u>
Total Not-to-Exceed Amount	\$ 352,419.45

- 3. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.

4. Exhibit B – Compensation of the Agreement is replaced in its entirety with the version of Exhibit B attached hereto.
5. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this amendment.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

AVENUE CONSULTANTS, INC.

By: _____
Mel Bodily, President

Exhibit A

Scope of Services



October 06, 2023

Judy Tortelli
Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502

**Subject: Arlington Avenue Bridge Replacement Construction Manager at Risk (CMAR)
Procurement & Program Management – Amendment 1**

Avenue will closely coordinate and work with the RTC Washoe Team on this effort. The scope of work is further described below.

Scope of Services

Task 1: Project Management

- This task is for Avenue to provide support to the RTC Project Manager in fulfilling the requirements of the approved RTC Guidelines for CMAR Projects and CMAR Request for Proposal (RFP) Template for Federal Procurements and to perform its internal project management including:
- Bi-weekly project management meetings with RTC Project Manager to coordinate and collaborate on project status and issues as they arise;
- Participate in the Project Team Kickoff Workshop;
- Participate in the partnering process;
- Perform internal project management including:
 - Bi-Weekly project management meetings to coordinate supporting Avenue staff assisting the project.
 - Project accounting, document and file controls, monthly invoicing, and progress reports.

Assumptions:

- Monthly invoicing.
- 9 Month duration – Oct 2023 to July 2024.

Deliverables:

- Monthly Invoices and progress report.

Task 2: Draft Concurrence Letter to NDOT/FHWA

Avenue to prepare a letter to request authority for RTC Washoe to deliver the subject project via CMAR delivery from NDOT and FHWA, utilizing the Pioneer Program Guidelines and in accordance with the Local Public Agency (LPA) Agreement(s) executed to date. As part of this effort, Avenue will perform the following:

- Review existing LPA Agreement(s) and Pioneer Program Guidelines to highlight key concurrence points with FHWA and NDOT.
- Advise and review any documentation that RTC needs to adopt and use the Pioneer Program Guidelines to seek NDOT's satisfaction.
- Research and review pertinent Nevada Revised Statutes (NRS) Chapters for reference in related documentation.

Assumptions:

- RTC Washoe intends to use their CMAR Preconstruction Services Agreement and Construction Services

Agreement templates in lieu of NDOT's CMAR templates.

- RTC Washoe does not currently have established/published CMAR procurement guidance or procedures.
- Meetings to coordinate and finalize the letter to be held virtually over TEAMS platform.
- We anticipate one round of comments and revisions.

Deliverables:

- Comments incorporated within the documents provided by RTC
- Draft Letter
- Final Draft Letter

Task 3: RTC CMAR RFP, Preconstruction Services Agreement, and Construction Services Agreement Review and Risk/Opportunity Assessment

- Review and assess risks and opportunities associated with use of RTC's CMAR Preconstruction Services Agreement and Construction Services Agreement in lieu of NDOT's CMAR templates.
- Collaborate with RTC regarding suggested risk avoidance or mitigation strategies and tactics.
- Advise on the development of RTC's project management team, project management plan, and RFP evaluation and selection plan.
- Advise the preparation of the RTC CMAR RFP documents using the NDOT CMAR RFP template for submittal to NDOT and FHWA.
- Assist RTC in drafting the scopes of work for the Preconstruction Services Agreement and the Construction Services Agreement to be included in the RTC CMAR RFP.
- Advise on a CMAR procurement schedule to be inserted into the RTC CMAR RFP.

Assumptions:

- RTC Washoe will lead preparation of the CMAR Procurement RFP using NDOT CMAR RFP template and associated documents.
- Meetings to be held virtually over TEAMS platform.
- We anticipate three rounds of comments and revisions with two virtual meetings and one trip/visit to RTC Washoe offices.

Deliverables:

- Comments incorporated within the documents provided by RTC Washoe.

Task 4: AAB CMAR Contract Development

To support RTC in the development of the construction contract for the Arlington Avenue Bridge (AAB) project, Avenue will perform the following:

- Review current RTC Construction Services Agreement shell and provide comments to make CMAR specific.
- Support RTC's Project Manager and Legal Counsel in developing AAB CMAR specific terms and conditions based on risk discussions, assigned provisional sums/owner contingency, and typical CMAR contract procedures.
- Support the preparation of the AAB CMAR Construction Services Agreement for execution.

Assumptions:

- RTC Washoe intends to use its CMAR Construction Services Agreement shell as a starting point for negotiations.
- Meetings to coordinate to be held over TEAMS platform.

Deliverables:

- AAB Construction Services Agreement, ready for execution

Task 5: Support Pre-Construction Phase Activities

As the RTC's Price and Risk Facilitator, Avenue will perform the following:

- **5.1 Lead the Approach to Schedule and Cost development** to include an Initial Approach to Schedule and Cost Meeting to discuss and coordinate the initial estimating model to be used for the project. *The goal of the meeting is to facilitate an open and transparent discussion between the Contractor, the RTC, and the Independent Cost Estimator about the Contractor's proposed initial estimating building blocks to be used to estimate the work, and when possible, agree on a common approach. Topics to be covered in this meeting include:*
 - *Estimate WBS: Review the Contractor's proposed estimate work breakdown structure (WBS), or if the Contractor has not yet developed an initial estimate WBS, the approach to organizing the estimate. Discuss the approach to communicating changes to the estimate WBS as the project progresses.*
 - *Labor Rates: Review the Contractor's proposed base labor rates for craft and overhead staff for the project and the applicable labor add-ons including taxes and fringe to be applied to the base labor rates.*
 - *Equipment Rates: Review the Contractor's proposed equipment rates, including base ownership or rental rates for the various pieces of equipment to be used on the project and the proposed operating rates (including fuel, lube, maintenance, and mechanics).*
 - *Construction Schedule: Discuss the Contractor's initial construction schedule, the approach to be used to communicate changes to the construction schedule with the ICE as the schedule evolves, and the approach to be used by the ICE to validate the Contractor's construction schedule.*
 - *Plug Prices: Review initial subcontractor and material plug prices and incorporation of plug prices in OPCC estimates until formal subcontractor and supplier/vendor pricing is available.*
 - *Other: Review other proposed basic estimating building blocks such as waste factors, material unit weights, escalation, and small tools/consumables.*
 - *Review Pricing Schedule: Review the initial pricing milestone schedule for the project and the tools/process to be following for validating the Contractor's estimate.*
 - *Review Process for Sharing Information: Discuss the approach and frequency for sharing information between the estimating teams.*
 - *Discuss process for receiving and responding to estimating questions from the estimating teams throughout the process and during OPCC submissions.*
- **5.2 Estimate Coordination Meetings.** Organize and facilitate regular estimating meetings with the RTC, the Contractor, and the ICE meetings to develop and refine the cost and schedule estimating models.
 - *The goal of these meetings will be to have a regular forum for the estimators to exchange and discuss estimating assumptions with the goal of gradually reconciling differences in the estimating model. Estimating meetings will focus on key assumptions used to price the work and include: labor and equipment rates, changes in the estimate WBS, construction schedule, subcontractor and materials plug prices, value engineering concepts and constructability suggestions, escalation, commodities, suppliers and fabricators, long-lead time items, limitations of operations, crew sizes, type of equipment proposed to perform the work, shifts per day/hours per shift, risk identification (including mitigation strategies, assignment of risk in the estimate), material costs, the planned "method of measurement" and "basis of payment", and a description of the Contractor's planned "means and methods" for constructing the project scope.*
- **5.3, 5.4, 5.5 Assist the RTC in facilitating Opinion of Probable Construction Cost (OPCC) Reviews and Reconciliation Meetings,** including the following:
 - Design/Innovation Workshop
 - Design/Innovation Workshop (Day 1, full day): Participate in a Design/Innovation Workshop with the RTC, the design team, the contractor, and the Independent

Cost Estimator to review the project plans that will be the basis of the OPCC submission. *The goal of the workshop is to allow all estimating parties to: (1) understand the work that is being estimated, (2) to provide feedback on the constructability of the plans, (3) provide feedback on opportunities to introduce innovation, (4) discuss assumptions on means and methods, and construction staging or sequencing of work that affects how the project will be estimated and ultimately bid, (5) define and agree upon the scope of work in a bid item, and (6) allow all parties to identify any errors, omissions, ambiguities, or other items that need to be corrected in the plan package.*

- Risk Workshop (Day 2, Half day): Facilitate a risk workshop with the RTC, the design team, the Contractor, and the Independent Cost Estimator to review and discuss project risks, discuss mitigation strategies, and agree on how the risk will be priced in the cost model. Prepare a risk summary report of the workshop along with a final copy of the risk register at each pricing milestone, which clearly documents the risk, risk impacts (cost ranges and expected probabilities) mitigation strategies, assignment of the risk, and how the risk is being priced in the OPCC submission.
- **Quantity Reconciliation Meeting:** Create a summary spreadsheet that compiles the quantity take-offs from the Engineer, Contractor, and the Independent Cost Estimator prior to each OPCC submission. Facilitate a meeting between the Engineer, Independent Cost Estimator, and the Contractor to discuss and agree on final quantities to be used as the basis for each estimate. Summarize the agreed upon quantities in the quantity reconciliation spreadsheet.
- **Subcontractor and Supplier/Vendor Meeting:** Participate in a meeting with the RTC, the Contractor, and the Independent Cost Estimator to discuss quotes received from subcontractors and suppliers/vendors, explain how the quotes are distributed to the bid items, clarify any CMAR support services that are required for each subcontractor, and review any relevant pricing exclusions from the quotes.
- **OPCC Reconciliation:** Facilitate a meeting to assist the RTC in the reconciliation of differences between the estimates submitted by the Engineer, Contractor, and the Independent Cost Estimator at formal OPCC submissions.
 - Compile estimates from the Engineer, Contractor, and the ICE into a single bid book spreadsheet.
 - Prepare a variance report that compares the Contractor's estimate to the Independent Cost Estimator and the engineer's estimate. This will include a summary level by bid item and a detailed comparison report comparing each bid item by labor cost/hours, equipment cost, subcontractor cost, and material costs.
 - Facilitate an estimate reconciliation meeting with the RTC, Engineer, the Contractor, and the Independent Cost Estimator. The variance report will be used as a guide along with the Contractor's open book estimate to help understand and reconcile differences in the respective estimates. Participate in a reconciliation meeting with the goal of reconciling significant pricing differences between the estimators.
 - Summarize and document the results of each pricing milestone submission.

Assumptions:

- Virtual meetings to take place over TEAMS and/or Zoom platforms.
- The Approach to Schedule and Cost Development Meeting will be attended in-person.
- Weekly Estimate Coordination meetings (in-person once per month, virtual all other occurrences)
- Two design/risk/innovation workshops (90% OPCC and 100% OPCC). In-person. For the 90% workshop, these will be split into a 1 1/2-day workshop, where the first day will focus on design and innovation input and the second day will focus on risk. These workshops can be combined into a single workshop for the 100% OPCC.

- Two sub and vendor workshops (90% OPCC and 100% OPCC). Virtual. The Contractor shall be responsible for organizing, running, and documenting the sub and vendor meetings.
- Two quantity reconciliation meetings (90% OPCC and 100% OPCC). Virtual.
- Two reconciliation and two follow-up reconciliation (if needed) meetings at the 90% OPCC and 100% OPCC. In-Person. Meet with the RTC's project manager in advance of each OPCC reconciliation meeting to brief the RTC's project manager of pricing differences and develop strategy for reconciliation.

Deliverables:

- Agenda and meeting notes from Estimate Coordination Meetings
- Risk Register (quantitative register showing expected ranges for cost and schedule risk as well as assumed probability for each risk)
- Quantity Reconciliation Spreadsheet
- Variance Report with OPCC Pricing Summary Report (PPT format)

Task 6: Direct Expenses

- Travel and lodging expenses for in-person meetings and workshops.

Task 7: Contingency

- Provide additional services needed under each task; the work must be agreed to in advance with prior approval by RTC.

Schedule

We will begin work upon receipt of notice to proceed (NTP). Avenue will expedite the work to complete the Draft Concurrence Letter described above by June 15, 2023. The remaining risk/opportunity assessment, review, and collaboration of the procurement documents is anticipated to be completed June 30. The schedule may vary based on feedback received as further information becomes available.

Amendment 1

We conclude our efforts upon acceptance of the GMP, anticipated by June 2023.

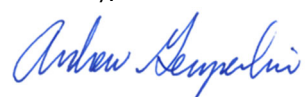
Cost Estimate

See the attached PDF for an estimate of hour and cost breakdown by task. Time will be invoiced at the hourly rates shown in the attachment on a Time and Materials basis.

We appreciate the opportunity to submit this proposal. Please feel free to contact me (andrew@avenueconsultants.com or at 801-865-8810) or Jeremiah Johnston (jjohnston@avenueconsultants.com or 801-716-2460) with any questions you might have.

We look forward to working with you on this project!

Sincerely,



Andrew Gemperline, PE
Project Manager

Exhibit B

Compensation

Arlington Avenue Bridge Replacement CMAR Program Management

Task	Description	Hours	Cost Per Task	Original Contract Rates (6/14/23)					Program Management Specialist
				Ed Rock	Contract Specialist	Project Principal	Alt. Delivery Specialist	Administration	
				\$360.00	\$245.00	\$360.00	\$305.00	\$100.00	\$130.00
Task	Description			\$360.00	\$245.00	\$360.00	\$305.00	\$105.00	\$150.00
1	Project Management	201	\$ 57,660.00						
	Setup, File Management, Monthly Invoicing and Progress Rpt. (10/1/23 - 7/31/24)	53	\$ 10,115.00			18		35	
	Bi-Weekly Project Management coordination w/RTC and internal team members	106	\$ 36,205.00	9	17	80			
	Project Team Kickoff Workshop	16	\$ 5,760.00	8		8			
	Partnering Participation	8	\$ 2,880.00	4		4			
	Document Controls and Management	18	\$ 2,700.00						18
2	Draft Concurrence Letter to NDOT/FHWA	48	\$ 13,600.00		8	28			12
3	RTC CMAR Preconstruction Services Agreement (PSA) Review and Risk/Opportunity Assessment	75	\$ 21,825.00		13	46			16
4	AAB CMAR Contract Development	92	\$ 22,790.00						
	Review current RTC Construction Services Agreement shell and provide comments to make CMAR specific.	16	\$ 4,380.00		12	4			
	Support RTC's Project Manager and Legal Counsel in developing AAB CMAR specific terms and conditions based on risk discussions, assigned provisional sums/owner contingency, and typical CMAR contract procedures.	62	\$ 15,510.00	12	30	4			16
	Support the preparation of the AAB CMAR Construction Services Agreement for execution.	14	\$ 2,900.00	2	4				8
5.1	Lead Approach to Schedule and Cost Development Meeting	24	\$ 8,200.00				8		
	Prepare for and Faciliate Meeting	24	\$ 8,200.00	16					
5.2	Estimate Coordination Meetings	90	\$ 30,530.00						
	Bi-weekly Design & Estimating Coordination Meetings - Prepare for and Attend (weekly, in-person 1X/month)	58	\$ 19,890.00	40			18		
	Travel for 4 Occurrences Meeting (Dec, Jan, Feb, Mar)	32	\$ 10,640.00	16			16		
5.3	OPCC 90%	168	\$ 55,750.00						
	Design/Innovation Workshop (Day 1 of Workshop - In Person)								
	Review OPCC Plans & Prepare for Meeting	12	\$ 3,880.00	4			8		
	Travel and Participate in Workshop (Designer/Contractor to Lead)	22	\$ 7,315.00	11			11		
	Risk Workshop (Day 2 of Workshop - In Person)								
	Prepare Risk Register	10	\$ 3,160.00	2			8		
	Travel and Faciliate Risk Workshop	22	\$ 7,315.00	11			11		
	Summarize Risk Workshop Results	6	\$ 1,940.00	2			4		
	Quantity Reconciliation Meeting - Faciliate (virtual)	8	\$ 2,660.00	4			4		
	Sub/Vendor Workshop (virtual)	4	\$ 1,330.00	2			2		
	Reconciliation Meeting - Prepare for and facilitate								
	Develop Initial Variance Report / Bid Comparison Workbook	12	\$ 3,880.00	4			8		
	Populate Variance / Comparison Spreadsheet from OPCC Pricing Submission	6	\$ 1,940.00	2			4		
	Review and analyze variance report and CMAR's estimate backup	18	\$ 6,150.00	12			6		
	Internal meeting with RTC to prepare for reconciliation meeting	8	\$ 2,660.00	4			4		
	Prepare for and attend reconciliation meeting (In Person Meeting)	24	\$ 8,200.00	16			8		
	Compile Follow-up Reconciliation Variance/Comparison Spreadsheet from OPCC Submission & Review CMAR's Revisions to Price	8	\$ 2,660.00	4			4		
	Prepare Summary Report (PPT) of OPCC	8	\$ 2,660.00	4			4		
5.4	OPCC 100%	160	\$ 53,200.00						
	Design/Innovation/Risk Workshop (In Person)								
	Review OPCC Plans	10	\$ 3,270.00	4			6		
	Prepare Risk Register	8	\$ 2,550.00	2			6		
	Attend Workshop and Prepare to Faciliate Risk Workshop	40	\$ 13,300.00	20			20		
	Summarize Risk Workshop Results	6	\$ 1,940.00	2			4		
	Quantity Reconciliation Meeting - Faciliate (virtual)	8	\$ 2,660.00	4			4		
	Sub/Vendor Workshop (virtual)	4	\$ 1,330.00	2			2		
	Reconciliation Meeting - Prepare for and facilitate	0							
	Update and Prepare OPCC Bid Comparison Workbook	12	\$ 3,880.00	4			8		
	Populate Variance / Comparison Spreadsheet from OPCC Submission	4	\$ 1,330.00	2			2		
	Review and analyze variance report and CMAR's estimate backup	18	\$ 6,150.00	12			6		

Task		Hours	Cost Per Task	Original Contract Rates (6/14/23)					Program Management Specialist
				Ed Rock	Contract Specialist	Project Principal	Alt. Delivery Specialist	Administration	
Task	Description			Ed Rock	Jeremiah Johnston	Andrew Gemperline	Jeremy Christensen	Celeste Madsen	Ethan Greene
				\$360.00	\$245.00	\$360.00	\$305.00	\$100.00	\$130.00
				\$360.00	\$245.00	\$360.00	\$305.00	\$105.00	\$150.00
	Internal meeting with RTC to prepare for reconciliation meeting	8	\$ 2,660.00	4			4		
	Prepare for and attend reconciliation meeting (In Person Meeting)	26	\$ 8,810.00	16			10		
	Compile Follow-up Reconciliation Variance/Comparison Spreadsheet from OPCC Submission & Review								
	CMAR's Revisions to Price	8	\$ 2,660.00	4			4		
	Prepare Summary Report (PPT) of OPCC	8	\$ 2,660.00	4			4		
5.5	GMP	46	\$ 15,570.00						
	Sub/Vendor Workshop (virtual)	4	\$ 1,330.00	2			2		
	Reconciliation Meeting - Prepare for and facilitate								
	Update and Prepare GMP Bid Comparison Workbook	6	\$ 1,940.00	2			4		
	Populate Variance / Comparison Spreadsheet from GMP Submission	4	\$ 1,330.00	2			2		
	Review and analyze variance report and CMAR's estimate backup	8	\$ 2,770.00	6			2		
	Internal meeting with RTC to prepare for reconciliation meeting	4	\$ 1,330.00	2			2		
	Prepare for and attend reconciliation meeting (In Person Meeting)	16	\$ 5,540.00	12			4		
	Prepare Summary Report (PPT) of OPCC	4	\$ 1,330.00	2			2		
6	Direct Expenses		\$ 26,294.45						
7	Contingency	140	\$ 47,000.00						
	Provide additional services needed under each task; the work must be agreed to in advance with prior approval by RTC.	140	\$ 47,000.00		20	100	20		
	SUBTOTAL OF HOURS and LABOR	1,044	\$ 279,125.00	297.00	104.00	292.00	246.00	35.00	70.00
	SUBTOTAL DIRECT EXPENSES		\$ 26,294.45						
	SUBTOTAL CONTINGENCY	140	\$ 47,000.00						
	TOTAL	1,044	\$ 352,419.45						



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.4.9

To: Regional Transportation Commission

From: Judy Tortelli, Project Manager

SUBJECT: Arlington Avenue Bridges CMAR Pre-Construction Services Contract

RECOMMENDED ACTION

Approve a contract with Granite Construction Inc., for Construction Manager at Risk (CMAR) pre-construction services for the Arlington Avenue Bridges Project, in an amount not-to-exceed \$449,980.60.

BACKGROUND AND DISCUSSION

This contract with Granite Construction, Inc. (Granite) is for Construction Manager at Risk (CMAR) pre-construction services for the Arlington Avenue Bridges Project. The CMAR delivery method involves procuring a general contractor with specialized experience to serve as a construction manager who assists the RTC in designing the project during the pre-construction phase, and then constructing the project if a construction price, as validated by an Independent Cost Estimator (ICE), is agreed upon by the contractor and the RTC. If those efforts are successful, RTC and the general contractor would then enter into a Construction Services Agreement under which the general contractor would construct the project. The CMAR delivery method is statutorily authorized in NRS 338.1685 et seq., and federal law and regulations.

The procurement for these CMAR services was conducted pursuant to RTC's "Guidelines for CMAR Projects Administered under the NDOT Local Public Agency (LPA Program," and the "Construction Manager at Risk (CMAR) RFP Evaluation and Selection Plan" that was developed for this project. Those guidelines and plans were developed in consultation with, and were then approved by, NDOT and FHWA.

RTC issued "RTC 23-15 Request for Proposal (RFP)" on August 9, 2023. RTC received proposals from the following firms: Ames Construction, Granite, and Q&D Construction. The evaluation panel for this procurement evaluated the proposals and reached a consensus score for each. RTC shortlisted all three firms for interviews. The evaluation panel evaluated the interviews and reached a consensus score for each. Granite was the highest-ranked firm. RTC's Director of Engineering and Executive Director concurred in and approved the final rankings. RTC engineering staff entered into negotiations with Granite to finalize the terms of the pre-construction services contract, including price. NDOT and FHWA have provided the approvals and authorizations required to date by RTC's guidelines, plans, and applicable regulations.

If the RTC Board approves this item, the parties will execute the contract and pre-construction services will commence upon issuance of a notice to proceed. The current project schedule is:

- Notice to Proceed: October 2023
- Final Design Completed: May 2024
- Construction Price Bidding Completed: June 2024
- Construction Service Agreement: July 2024
- RAISE Grant Obligation Deadline: October 2024
- Construction Begins: Spring 2025

If RTC and Granite are able to successfully agree on a construction price, the Construction Services Agreement would need to be approved by the RTC Board.

FISCAL IMPACT

Appropriations for this project are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

6/16/2023 Authorized staff to pursue efforts to deliver the Project using the Construction Manager at Risk project delivery method.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

PRE-CONSTRUCTION SERVICES AGREEMENT

FOR

ARLINGTON AVENUE BRIDGES PROJECT

Between

REGIONAL TRANSPORTATION COMMISSION

OF WASHOE COUNTY

and

GRANITE CONSTRUCTION COMPANY

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EXHIBITS

Exhibit A:	Pre-Construction Services and Schedule
Exhibit B:	Key Personnel
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Exhibit E:	Indemnification and Insurance Requirements
Exhibit F:	Federally Required Clauses
Exhibit G:	Federal Certifications and Affidavits

PRE-CONSTRUCTION SERVICES AGREEMENT

This agreement ("Agreement") is entered into this ____ day of October 2023, by and between the Regional Transportation Commission of Washoe County ("RTC") and Granite Construction Company ("Contractor"), a company authorized to do business in Nevada, for the provision of Construction Manager at Risk/General Contractor services for the Arlington Avenue Bridges Project (the "Project").

WHEREAS, the RTC conducted a competitive procurement process in accordance with Nevada State law and applicable federal regulations, pursuant to Request for Proposals (RFP) RTC #23-15, to select a contractor to provide Construction Manager at Risk services for the pre-construction and construction phases of the Project.

WHEREAS, based on the RTC's evaluation of the Contractor's proposal submitted in response to the RFP, the Contractor was selected as one of the highest ranked proposals to participate in interviews with the RTC.

WHEREAS, based on the evaluation of interviews conducted, the Contractor was determined by the RTC to be the highest ranked proposer.

WHEREAS, the RTC and the Contractor have successfully negotiated the terms and conditions, including price, to apply to the Contractor's services during the pre-construction phase of the Project.

NOW, THEREFORE, the RTC and the Contractor mutually agree as follows:

SEC. 1 DEFINITIONS

As used in this Agreement:

Agreement. The term “Agreement” means this Pre-Construction Services Agreement.

Construction Contract. The term “Construction Contract” means the contract for Construction Work that may be entered into if the RTC and the Contractor successfully negotiate and agree upon the Construction Price and other contract terms and conditions.

Construction Price. The term “Construction Price” means the price for the performance of the Construction Work, which will be established, as permitted by State law and the RFP, as the cost of the Construction Work, plus a fixed fee, with a Guaranteed Maximum Price (GMP), or a Lump Sum Fixed Price.

Construction Work. The term “Construction Work” means the general contractor services to be performed during construction of the Project, if the Contractor and the RTC enter into the Construction Contract.

Contract Documents. The term “Contract Documents” means the following documents and materials, set forth hereafter in their order of precedence:

1. This Agreement
2. The Exhibits to this Agreement
3. The RFP
4. Contractor’s Proposal

Contractor. The term “Contractor” means Granite Construction Company.

Contractor’s Project Manager. The term “Contractor’s Project Manager” means the individual designated by the Contractor to oversee the Pre-construction Services and administer the Contractor’s responsibilities under this Agreement.

Contractor’s Proposal. The term “Contractor’s Proposal” means the binding proposal that the Contractor executed and submitted in response to the RFP.

Day or Days. The terms “Day” or “Days” means business days recognized by the RTC, unless otherwise specifically noted.

DBE Performance Plan. The term “DBE Performance Plan” means the Contractor’s plan to meet the Disadvantaged Business Enterprise (DBE) goals and requirements for the construction of the Project, as required in Exhibit A.

FHWA. The term “FHWA” means the Federal Highway Administration.

Governing Body of the RTC. The term “Governing Body of the RTC” or “RTC Governing Body” refers to the elected representatives of the entities of Washoe County, Nevada, and the Cities of Reno and Sparks, Nevada, who make up the voting membership of the RTC.

Guaranteed Maximum Price (GMP). The term “Guaranteed Maximum Price (GMP)” means the maximum amount to be paid to the Contractor by the RTC for the Construction Work.

Key Personnel (Pre-construction Services). The term “Key Personnel (Pre-construction Services)” means Contractor’s Project Manager, Environmental Manager, Lead Estimator, Pre-Construction Services/Utilities Manager, and Construction Manager.

Key Personnel (Construction Work). The term “Key Personnel (Construction Work)” means Contractor’s Project Manager, Environmental Manager, Lead Estimator, Pre-Construction Services/Utilities Manager, and Construction Manager.

Lump Sum Fixed Price. The term “Lump Sum Fixed Price” means the single, total lump sum amount to be paid to the Contractor by the RTC for the performance of all the Construction Work.

NDOT. The term “NDOT” means the Nevada Department of Transportation.

Notice to Proceed. The term “Notice to Proceed” means written notice from the RTC to the Contractor authorizing and directing the Contractor to proceed with the Pre-construction Services (or a specific portion thereof) under this Agreement.

Open Book Basis. The term “Open Book Basis” means to make available for review by the RTC all of the Contractor’s underlying assumptions relating to or forming the basis of the cost of the Construction Work, including equipment rates, labor rates, productivity,

estimating factors, schedule, contingency and indirect costs, profit, discount rates, interest rates, and such other items or factors as the RTC may require to determine the reasonableness of the Contractor's Proposed Construction Price.

Parties. The term "Parties" means the RTC and the Contractor.

Plans. The term "Plans" means the plans, profiles, design drawings, and diagrams which describe and delineate the standards and criteria for construction of the Project.

Pre-construction Services. The term "Pre-construction Services" means the services performed under this Agreement during the pre-construction phase, including all of the administrative, professional, management and related services furnished and provided by the Contractor under this Agreement, and all other duties and obligations of the Contractor as set forth in the Contract Documents.

Pre-construction Schedule. The term "Pre-construction Schedule" means the schedule for the completion of all elements of the Pre-construction Services and the pre-construction phase of the Project, as set forth in Exhibit A hereto.

Project. The term "Project" means the Arlington Avenue Bridges Project.

Proposed Construction Price. The term "Proposed Construction Price" means the price for performance of all of the Construction Work, as developed by the Contractor and submitted to the RTC under this Agreement.

Public Work. The term "Public Work" has the meaning given that term in NRS 338.010.

Request for Proposals and RFP. The terms "Request for Proposals" and "RFP" mean RTC Request for Proposals No. #23-15, including all exhibits, attachments, and addenda thereto.

RTC Executive Director. The term "RTC Executive Director" means the Executive Director of the RTC or the person designated in writing by the RTC Executive Director to carry out his or her duties under this RFP.

RTC Project Manager. The term "RTC Project Manager" means the individual designated by the RTC Executive Director to oversee the Pre-construction Services and administer the RTC's responsibilities under this Agreement.

Specifications. The term “Specifications” includes the Technical Specifications, the General Provisions, the Special Provisions, the Supplemental General Provisions, and related provisions to be identified in the Construction Contract, which together set forth the technical requirements applicable to the Construction Work.

Subcontracting Plan. The term “Subcontracting Plan” means the Contractor’s plan setting forth the program that the Contractor will follow in establishing the bid/proposal packages, establishing pre-qualification requirements, qualifying subcontractors, and selecting subcontractors for the construction of the Project, as required in Exhibit A.

SEC. 2 DESCRIPTION OF SERVICES

A. Pre-construction Services.

(1) **Scope of Work.** The Contractor agrees that it will perform and complete the Pre-construction Services, including design reviews, constructability reviews, value engineering, cost estimating, preparation of reports and plans, and related services and activities for the RTC, in accordance with and as more specifically described in Exhibit A.

(2) **Representations and Warranties.** The Contractor represents and warrants that (a) it will maintain, throughout the performance of the Pre-construction Services, all required authority, licenses, permits, and professional skills and capacity to perform the Pre-construction Services in accordance with the requirements of the Contract Documents; and (b) it has familiarized itself with the provisions of applicable Federal, State, and local laws and regulations relating to the performance of such services, and that it will comply with all such laws and regulations in performing this Agreement.

(3) **Standard of Performance.** The Contractor agrees to perform the Pre-construction Services in a technically sound manner, by persons appropriately licensed to perform such work, and in accordance with prevailing professional standards in the industry and all applicable laws and regulations. In executing this Agreement and providing services hereunder, the Contractor further agrees to exercise the ordinary care and skill expected in the industry, and to accept professional responsibility for performing the services required under this Agreement and for completing the work in a satisfactory and timely manner, in compliance with all requirements of this Agreement.

B. Construction Work.

(1) Scope of Work. If the RTC and the Contractor are able to successfully agree upon a Construction Price and other contract terms and conditions for the Construction Work, and a Construction Contract is executed by the Parties, the Contractor agrees that it will perform the Construction Work in accordance with the Construction Contract and other Contract Documents.

(2) Form of Construction Contract. The Contractor has reviewed the form of the Construction Contract and acknowledges and agrees that the terms and conditions are reasonable, feasible, and expressly workable without reservation.

(3) FHWA Approval. The RTC and the Contractor recognize that RTC must obtain certain authorizations, approvals and concurrences from FHWA and/or NDOT prior to execution and delivery of a Construction Contract, in accordance with 23 CFR § 635.506. The Contractor is required to provide such additional information as the RTC requests and to otherwise cooperate with the RTC in those efforts.

(4) Disclaimer. Neither the entering into this Agreement, nor any term hereof, shall be construed as indicating that a Construction Contract will be executed either with the Contractor or any third party or as creating any obligation on the part of the RTC to do so. Any such reliance by the Contractor on this Agreement or any term hereof as indicative that a Construction Contract will be executed, or as creating any obligation on the RTC to execute a Construction Contract, is at the Contractor's own risk. The RTC will not be liable for any such reliance or any costs associated therewith.

C. Professional Responsibility for Work Product. The Contractor shall, without additional compensation, correct or revise any deficiencies, errors, or omissions caused by the Contractor in its analysis, reports, services, or other work. If any such deficiency, error or omission is found, the Contractor agrees to expeditiously make the necessary correction, at its own expense and at no expense to the RTC.

D. Cooperation. The Contractor agrees that its officers and employees will cooperate with the RTC in the performance of services under this Agreement and will be available for consultation with the RTC at reasonable times with advance notice.

E. Correspondence. The Contractor shall furnish the RTC with copies of all correspondence to regulatory agencies, consulting firms, contractors, and Federal, state, and local agencies, relating to its performance of the Pre-construction Services.

SEC. 3 TERM

A. Term. The term of this Agreement shall be from the date first written above through and including December 31, 2024, unless terminated at an earlier date. The term shall be automatically extended through and including the term of the Construction Contract if a Construction Contract is executed by the Parties.

B. Survival. The terms and conditions of this Agreement and the Contractor's obligations hereunder shall survive the execution of the Construction Contract.

SEC. 4 COMPENSATION

A. Rates. As full compensation for the Pre-construction Services and all other obligations to be performed by the Contractor under this Agreement, the RTC will pay Contractor for hours worked at the hourly rates in Exhibit C.

B. Not-to-Exceed Amount. The maximum amount payable to the Contractor to complete each task is equal to the not-to-exceed amounts identified in Exhibit C. The Contractor can request in writing that the RTC 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 the RTC Project Manager prior to performance of the work. In no case shall the Contractor be compensated in excess of the following not-to-exceed amounts:

Total Services (Tasks 0.0 to 13.0)	\$449,980.60
Total Not-to-Exceed Amount	\$449,980.60

Payment of the above "Total Not-to-Exceed Amount" shall be full and complete consideration to the Contractor for all of the services, hours, expenses, salaries, wages and benefits, taxes, fees, overhead, profit, and other costs incurred by the Contractor in connection with the performance of the Pre-construction Services.

C. 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, the Contractor shall notify the RTC Project Manager in writing, 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.

D. Federal Cost Principles. The Contractor must have an acceptable cost accounting system and can only be reimbursed for costs that are consistent with Federal cost principles. See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

SEC. 5 NOTICE TO PROCEED

Upon the execution of this Agreement by the Parties, or promptly thereafter, the RTC shall provide the Contractor with a written Notice to Proceed. The Contractor shall not commence any work under this Agreement prior to receipt of a fully executed copy of this Agreement and a written Notice to Proceed. The Contractor waives any right to payment of any work commenced or completed prior to receipt of the Notice to Proceed, and any work commenced prior to the Notice to Proceed will be at the Contractor's own risk.

SEC. 6 PRE-CONSTRUCTION SCHEDULE

A. Pre-construction Schedule. The Contractor shall perform the Pre-construction Services and provide all submittals and deliverables in accordance with the Pre-construction Schedule in Exhibit A. Time is of the essence in the performance of Pre-construction Services. The Contractor expressly acknowledges that RTC has an internal May 2024 deadline for obligation of a RAISE grant for the Project which requires the Construction Contract to be finalized for Guaranteed Maximum Price (GMP) bidding by that deadline. FHWA's deadline for obligation of the RAISE grant is October 2024.

B. Completion Requirements. The Contractor agrees to commence the Pre-construction Services promptly on the issuance of the Notice to Proceed, to perform the Pre-construction Services in a timely manner in accordance with the Pre-construction Schedule, and to complete the Pre-construction Services pursuant to and in accordance with the Pre-construction Schedule.

C. Delays. Except as otherwise provided in this Agreement, when either Party has knowledge that any actual or potential situation will delay or threaten to delay the timely performance of the Pre-construction Services in accordance with the Pre-construction Schedule, and/or delay the completion of the Pre-construction Services by the time

specified in the Pre-construction Schedule, that Party shall, within forty-eight (48) hours give written notice thereof to the other Party, including all relevant information concerning the actual or potential delay.

D. Changes to Schedule

(1) Requests by Contractor. The RTC may, at its discretion, approve revisions to the Pre-construction Schedule at the request of the Contractor. However, if any such requested revisions are not approved by the RTC, the Contractor acknowledges that the Pre-construction Schedule shall be maintained.

(2) RTC Directed Changes. The RTC may, at its discretion, direct changes to the Pre-construction Schedule, provided that the changes do not increase or decrease the Contractor's cost of, or the time required for, the performance of any part of the Pre-construction Services. The Contractor also recognizes that RTC may direct changes to the Pre-construction Schedule in accordance with Section 16.

(3) Revised Pre-construction Schedule. If the Pre-construction Schedule is revised in accordance with this subsection or Section 16, the RTC shall incorporate those revisions into a revised Pre-construction Schedule and promptly submit that revised Pre-construction Schedule to the Contractor.

SEC. 7 CONTRACTOR PERSONNEL

A. Key Personnel (Pre-Construction Services). The RTC's selection of the Contractor for the performance of the Pre-construction Services was based in part upon a consideration of the qualifications and experience of Contractor's Project Manager and other Key Personnel. The names of the Key Personnel (Pre-construction Services) and their areas of participation and responsibility under this Agreement are set forth in Exhibit B. The Contractor certifies that, unless otherwise agreed in writing by the RTC, the individuals listed in Key Personnel positions in Exhibit B are the same individuals as identified in Contractor's Proposal.

B. Responsibility of Contractor. The Contractor shall be responsible for the performance of all of the services under this Agreement and shall utilize the professional expertise and experience of the Key Personnel, as necessary and appropriate, throughout the period of performance of this Agreement.

C. **Removal.** The RTC Project Manager shall have the right to demand the removal by the Contractor of any of the Key Personnel, for reasonable cause and by advance written notice.

D. **No Replacements without Approval.** The Contractor shall not replace or remove its Project Manager or any of the other Key Personnel during the Agreement term without the prior written approval of the RTC's Project Manager.

E. **Liquidated Damages.** If the Contractor replaces or removes any Key Personnel in violation of this section, it will be assessed liquidated damages under this Agreement.

F. **Substitution of Key Personnel.**

(1) **Contractor Responsibility.** In the event the Contractor is unable to provide the services of, or replaces, any of the Key Personnel, the Contractor shall be responsible for providing other personnel for the performance of the specific task or element of work involved, whose expertise and experience are equivalent to those which would have been provided by the Key Personnel listed in Exhibit B. The Contractor shall submit any such substitute Key Personnel to the RTC for its prior review and approval, which shall not be unreasonably withheld.

(2) **Costs.** The Contractor shall be solely responsible for any additional costs caused by the substitution of personnel for those listed in Exhibit B. In no event shall any substitution of personnel result in an increase in compensation to be paid by the RTC under this Agreement.

G. **Key Personnel (Construction Work).** The Contractor acknowledges and agrees that if the Contractor and the RTC enter into the Construction Contract, the Contractor will be required to satisfy all of the above requirements for the Key Personnel (Construction Work), including use of the same individuals as identified in Contractor's Proposal, unless otherwise agreed to in writing by the RTC.

SEC. 8 SUBCONTRACTING PLAN

A. **Requirement.** If the RTC and the Contractor enter into the Construction Agreement, all Construction Work must be carried out by the Contractor in accordance with a detailed Subcontracting Plan that is developed by the Contractor in accordance

with the requirements of this Agreement, NRS 338, and Nevada Administrative Code (NAC) 338, and approved in writing by the RTC.

B. Submittal to RTC.

(1) Contents. The Contractor shall be responsible for preparing and submitting the Subcontracting Plan as described in Exhibit A.

(2) RTC Approval. The Subcontracting Plan shall be subject to the review and approval of the RTC. If the RTC and the Contractor enter into the Construction Agreement, the Contractor shall submit to the RTC, for its review and approval, any necessary revisions and updates to the Subcontracting Plan prior to commencing the Construction Work.

C. Compliance with State Law.

(1) Required Provisions. The Subcontracting Plan shall include provisions to ensure that all State law requirements regarding qualification of subcontractors, evaluation of subcontractor proposals, selection of subcontractors, and award of subcontracts are fully complied with by the Contractor throughout the subcontractor selection process, and that subcontracts are awarded only to subcontractors that are qualified to submit a proposal for the provision of labor, materials, or equipment on a Public Work, in accordance with NRS 338 and NAC 338.

(2) Certification. The Contractor certifies that (a) it has read and understands the requirements in State law and regulations regarding the qualification and selection of subcontractors; (b) it has consulted with legal counsel regarding compliance with such State law and regulatory requirements; and (c) both the contents and the implementation of its Subcontracting Plan will be in accordance with applicable State law and regulations, including regulations adopted by the State Public Works Board.

(3) Changes in Law. The Contractor shall be responsible for complying with the requirements of applicable State law and regulations in effect on the date of the execution of this Agreement, as well as with any modifications in such law and regulations that take effect during the term of this Agreement.

D. Subcontracts.

(1) Requirement for Approval. The Contractor shall not enter into any subcontract (other than a subcontract with a subcontractor identified in Contractor's Proposal or included in its approved Subcontracting Plan) without the prior review and approval of the RTC.

(2) Responsibility. The Contractor shall be fully responsible for all work performed by its subcontractors and for all acts, errors, and omissions of all such subcontractors, and shall also be responsible for the prompt payment of subcontractors in accordance with this Agreement.

(3) RTC Not a Party. Any approval of a subcontract shall not be construed as making the RTC a party to such subcontract, giving the subcontractor privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subcontractor.

(4) Copies. The Contractor shall furnish, at the RTC's request, copies of any subcontracts for the performance of Work under this Agreement.

(5) Incorporation. All subcontracts shall incorporate in full all appropriate terms and conditions as set forth in this Agreement.

E. Disputes. The Contractor shall be responsible for addressing and resolving all disputes (including bid protests) with subcontractors and applicants, proposers, and bidders on subcontracts, and shall establish appropriate procedures for handling such disputes, other than appeals of a determination that an applicant is not qualified, which in accordance with NRS 338.16991(7) may be appealed to the RTC.

SEC. 9 DBE PERFORMANCE PLAN

The Contractor shall be responsible for preparing and submitting the DBE Performance Plan. The DBE Performance Plan shall be subject to the review and approval of the RTC.

SEC. 10 VALUE ANALYSIS AND INNOVATION

Throughout the Pre-construction Services phase, the Contractor shall provide value analysis and innovation input for the purpose of enabling the RTC to identify and select improvements to the Plans and Specifications that will provide value to the Project in

terms of cost, schedule, risk reduction/mitigation, and quality, without adversely impacting essential characteristics of the Project. The Contractor shall be responsible for preparing the documentation, reports, and other submittals required in Exhibit A.

SEC. 11 CONSTRUCTION SCHEDULE

The Contractor shall prepare and update the construction schedule, in coordination and cooperation with the RTC, as required in Exhibit A.

SEC. 12 COST ESTIMATES

The Contractor shall prepare and submit, on an Open Book Basis, production-based cost estimates for the Construction Work as required in Exhibit A. The Contractor shall make available to the RTC all supporting background information, unit prices, quantities, scope, detail, labor rates, overhead rates, escalation rates, and other pricing data on which its cost estimates were based. The RTC and the Contractor shall meet to discuss these estimates, and to the extent the Contractor's estimates exceed the RTC's budget for the Project and/or any Independent Cost Estimate (ICE) that is prepared, the Parties shall review and evaluate alternatives for reducing the potential Construction Price.

SEC. 13 NEGOTIATION OF CONSTRUCTION PRICE

A. RTC Submittals to Contractor. Prior to the Contractor's submittal of its Proposed Construction Price, the RTC shall provide the Contractor with (1) the then-current draft of the Construction Contract; and (2) the then-current versions of the Plans and Specifications.

B. Proposed Construction Price. The Contractor shall develop and submit to the RTC its Proposed Construction Price in accordance with Exhibit A. Prior to submitting the Proposed Construction Price, the Contractor shall provide a list of all subcontractors who are to perform a subcontract for which the estimated value is at least one percent (1%) of the estimated Construction Price or \$50,000, whichever is greater, as required by NRS 338.

C. Nature of Construction Price. The Proposed Construction Price and the Construction Price shall be either (1) the cost of the Construction Work, plus a fee, with a Guaranteed Maximum Price (GMP); or (2) a Lump Sum Fixed Price.

D. Negotiations between Contractor and RTC.

(1) Open Book Negotiations. Immediately following the submittal of the Proposed Construction Price, the RTC and the Contractor shall meet and begin negotiation of the Construction Price and other contract terms and conditions for the Construction Work. The negotiations shall be conducted in good faith and on an Open Book Basis. The Contractor shall make available to the RTC all supporting background information, unit prices, quantities, scope, detail, labor rates, overhead rates, escalation rates, and other pricing data on which its Proposed Construction Price was based.

(2) Price Reductions. If the Proposed Construction Price is greater than the RTC's budget for the Project and/or any Independent Cost Estimate (ICE) that is prepared, the Parties shall discuss alternative methods for performing the Construction Work, and shall review and evaluate value engineering alternatives and other cost reduction measures.

E. Possible Actions Following Negotiations.

(1) Construction Contract. If the RTC is satisfied with the Contractor's performance of this Agreement and the RTC and the Contractor successfully negotiate a Construction Price and other contract terms and conditions for the Construction Work, then the Parties may, subject to the approval of the RTC Governing Body, enter into a Construction Contract, which will set forth the scope of Construction Work, the construction schedule, the agreed upon Construction Price, a notice to proceed date for construction of the Project, and other terms and conditions to govern the construction of the Project. The Construction Contract is the only method by which the Construction Work, or any portion thereof, may be authorized.

(2) No Construction Contract. If the Parties are unable to reach an agreement for the Construction Work in a timely manner during the negotiation period as determined in the sole discretion of the RTC, the RTC shall terminate the negotiations. The decision to terminate the negotiations shall be in the sole discretion of the RTC. In the event of a termination, the Contractor shall complete its required Pre-construction Services in a timely manner for the not-to-exceed amount set forth in this Agreement. The RTC will, in its sole discretion, determine the appropriate actions to follow, which may include the issuance of a solicitation to competitively procure the Construction Work, or a decision to

delay or terminate further actions on the Project. The Contractor will be eligible to bid or propose in any solicitation for the Construction Work.

SEC. 14 OTHER SUBMITTALS AND MEETINGS

A. Submittals. The Contractor shall be responsible for preparing and submitting all other plans, programs, documentation, reports and other submittals required in Exhibit A, and such other submittals as are required to complete the Pre-construction Services.

B. Meetings. In addition to the meetings identified in Exhibit A, the Contractor shall attend any other meetings necessary to address issues and concerns arising regarding the Project and to complete the Pre-construction Services. The Contractor will ensure that appropriate Key Personnel are available for all such meetings.

SEC. 15 INVOICING AND PAYMENT PROVISIONS

A. Submittal and Payment. The Contractor shall submit monthly invoices to the RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. The RTC shall pay invoices (except for any contested portion thereof) within thirty (30) Days after receipt of a proper invoice from the Contractor.

B. Contents. Invoices shall contain the following information:

- (1) The Agreement name and purchase order number.
- (2) The specific elements of the Pre-construction Services that were performed under each task specified in Exhibit A.
- (3) Any milestones achieved during the prior month.
- (4) A separate identification of any additional work outside the original scope of Pre-construction Services which has been approved by the RTC. Documentation of the prior written approval received from the RTC for the additional work (if any) shall be attached to this cost breakdown.

C. Report. Each invoice shall be accompanied by a report documenting the performance of the Pre-construction Services, comparing the actual schedule and milestones to the Pre-construction Schedule, and summarizing any management,

design, or project development issues arising during the prior month and how those issues were addressed.

D. Reservation of Rights.

(1) Right to Withhold and Recover. The RTC shall have the right to withhold payment, or to recover funds from amounts paid, for any work (or portion thereof) not performed in accordance with this Agreement, or for any work not supported by appropriate documentation or other information. The RTC shall notify the Contractor of any such withholding and provide the Contractor the opportunity to correct the work in question or to correct or supplement the invoice, as applicable. The RTC shall have the right to withhold payment, or recover funds from amount paid, for any costs that are not consistent with Federal cost principles. See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

(2) No Waiver. Neither payment of amounts due by the RTC nor acceptance of any such payment by the Contractor shall constitute a waiver of any claim by the RTC for errors or omissions in invoices or payments.

(3) Audits. The RTC may also make an adjustment to the amount due the Contractor on the basis of the results of an audit conducted by the RTC or its representatives.

E. Prompt Payment to Subcontractors

(1) Requirement. The Contractor shall comply with the prompt payment to subcontractors requirements set forth in State law, and 49 CFR Part 26 if applicable, relating to the payment of subcontractors.

(2) Payment for Satisfactory Work. The Contractor shall make payment to each subcontractor for satisfactory performance of its subcontract no later than ten (10) calendar days after receipt of payment from the RTC.

(3) Payment of Retainage. The Contractor shall make full payment to each subcontractor, within ten (10) calendar days after the subcontractor's work is satisfactorily completed, of all retainage withheld by the Contractor pursuant to the relevant subcontract.

(4) No Retainage. If the RTC does not withhold retainage from the Contractor, the Contractor may not withhold retainage from its subcontractors.

(5) Delay in Payment. The Contractor may only delay or postpone any payment obligation to any of its subcontractors for services provided under this Agreement if the Contractor demonstrates to the satisfaction of the RTC that good cause exists for such a delay or postponement. Any concurrence by the RTC that good cause exists for the delay or postponement of the Contractor's payment obligation to its subcontractor must be made in writing prior to the time when payment to the subcontractor would have been otherwise due.

F. Submittal of Deliverables and Final Payment. The Contractor agrees that its right to receive the final payment pursuant to this Agreement is contingent upon (1) submittal of all deliverables required for the Pre-construction Services; (2) the RTC's determination that such deliverables satisfy the requirements of this Agreement; and (3) the Contractor's execution of a release in accordance with this section. If the RTC fails to make such determination and does not approve any or all such deliverables, the Contractor shall revise the deliverables to the RTC's satisfaction and approval, at no additional expense to the RTC. The RTC shall have the right to withhold, in its sole discretion, any or all of the Contractor's final payment until the RTC approves all of Contractor's deliverables.

G. Execution of Release. Final payment of the Contractor for the Pre-construction Services shall be conditioned on the Contractor's execution and delivery of a written release, satisfactory in form and substance to the RTC, releasing the RTC from all claims of the Contractor and its subcontractors and suppliers under this Agreement, and certifying that (1) all subcontractor and supplier claims that are known or reasonably should be known by the Contractor (a) have been fully resolved, or (b) if not fully resolved, will be the sole responsibility of the Contractor and the RTC will be held harmless from any liability therefore; and (2) the Contractor has no reason to believe that any party has a claim against the Contractor or the RTC relating to the work that has not been asserted at the time of the Contractor's certification and release.

SEC. 16 CONTRACT AMENDMENTS

A. Basic Requirement. The Contractor shall not engage in any activity that may materially alter this Agreement without obtaining a written amendment to this Agreement executed by the RTC and the Contractor. Any costs incurred by the Contractor without proper contractual authorization through a written amendment signed by the RTC Executive Director will be performed at the Contractor's sole risk and expense and will be considered non-reimbursable.

B. RTC Directed Changes. The RTC may, at any time, by written amendment, make changes in the scope of work within the Pre-construction Services including, but not necessarily limited to, the following changes:

(1) In Exhibit A (Pre-construction Services and Schedule), including directing acceleration or deceleration in the performance of the work; or

(2) In the method or manner of performance of the work.

If any amendment under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Pre-construction Services, the Contractor shall receive an equitable adjustment in price or schedule.

The Contractor shall receive an equitable adjustment in price or schedule for delays, changes, and/or disruptions caused by RTC or those for whom RTC is responsible, or other events outside of the reasonable control of the Contractor, that could not be prevented by the use of reasonable diligence.

RTC and the Contractor shall make a good faith effort to agree upon the fair and equitable amount of the adjustment in price or schedule in advance. In the absence of a timely agreement, the RTC may make an equitable adjustment in its sole determination, and provide a written amendment to the Contractor, subject to the Contractor's dispute rights under Section 20.

C. Immediate Revisions. The RTC reserves the right to issue immediate revisions to the Pre-construction Services scope of work, and in such a case the Contractor agrees to implement such revisions, with the understanding that the Parties will subsequently discuss and agree upon any cost and/or schedule impact.

SEC. 17 INDEMNIFICATION AND HOLD HARMLESS

A. General Indemnification. The Contractor's indemnification obligations are as set forth in Exhibit E. Such obligations also extend to any liability of the RTC resulting from any action to clear any lien and/or to recover for damage to RTC property. The obligations of Contractor under this section shall be in effect whether or not the Contractor maintains or fails to maintain insurance as required under this Agreement, and shall survive the expiration or termination of this Agreement.

B. Additional Indemnifications. The indemnification under this section is in addition to that provided under other sections of this Agreement.

C. Disclaimer of Liability. The RTC will not hold harmless or indemnify the Contractor for any liability whatsoever in connection with the performance of this Agreement.

SEC. 18 INSURANCE

A. Pre-construction Services. In conjunction with the performance of the Pre-construction Services, the Contractor shall provide insurance in accordance with Exhibit E, and shall comply with all provisions set forth therein. The Contractor shall submit certificates of insurance to the RTC at the time of execution of this Agreement.

B. Construction Work. The Contractor acknowledges and agrees that the insurance coverages referenced in this Section are applicable to the Pre-construction Services, and that if the Contractor and the RTC enter into the Construction Contract, the Contractor will be required to provide additional coverages and/or limits of liability, as specified in the form of the Construction Contract attached to the RFP.

SEC. 19 LIQUIDATED DAMAGES

A. Key Personnel. The Contractor will be assessed Liquidated Damages in the amount of \$10,000 for each violation of the requirements regarding Key Personnel set forth in Section 7.

B. Failure to Provide Timely and Required Cost Estimates. The Contractor will be assessed liquidated damages in the amount of \$5,000 for each day the Contractor is

late in the delivery of any of the cost estimates for Construction Work as set forth in Exhibit A.

C. Failure to Provide Timely Proposed Construction Price. The Contractor will be assessed liquidated damages in the amount of \$5,000 for each day the Contract is late in the delivery of the Proposed Construction Price as set forth in Exhibit A.

D. Nature of Liquidated Damages. The liquidated damages in this section have been set based on an evaluation by the RTC of the damages to the RTC and the public caused by the Contractor's failure to perform in accordance with contractual requirements. The amount of liquidated damages is impossible to ascertain as of the date of execution of this Agreement, and the RTC has estimated the liquidated damages in order to fix the Contractor's costs and to avoid later disputes over the amount properly chargeable to the Contractor. The Contractor agrees that any liquidated damages payable under this section are in the nature of liquidated damages and not a penalty, and are reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

SEC. 20 ISSUE AND DISPUTE RESOLUTION

A. General. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the RTC, subject to the dispute resolution provisions in this section. It is the intent of the Parties to work collaboratively to avoid and resolve disputes at the lowest level possible. Accordingly, the RTC, the Contractor and, potentially, other members of RTC's project team, will enter into a partnering relationship pursuant to the provisions set forth in Exhibit D - "Partnering Process," provided that the parties may not agree to anything that conflicts with this Agreement and the provisions of this Agreement control. Nothing herein contained shall impair the parties' rights to file suit in the appropriate court of the State of Nevada.

B. Negotiated Resolution. The parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor's Project Manager and the RTC Project Manager. If the dispute remains unresolved, the Contractor may request that the RTC Project Manager issue a recommended decision on the matter in dispute.

The RTC Project Manager shall issue the recommended decision in writing and provide a copy to the Contractor. The recommended decision of the RTC Project Manager shall become final unless, within fifteen (15) Days of receipt of such recommended decision, the Contractor submits a written request for review to the RTC Executive Director. In connection with any such review, the Contractor's Project Manager and the RTC Project Manager shall be afforded an opportunity to be heard and to offer evidence on the issues presented.

C. Mediation/Arbitration. In the event that parties have been unable to reach a negotiated resolution, the dispute may, upon written agreement of both Parties, be submitted to mediation and/or arbitration in accordance with the commercial rules and procedures of the American Arbitration Association (AAA). The neutral mediator/arbitrator shall be selected in accordance with AAA procedures, and the mediation/arbitration hearing shall be held in the Reno, Nevada area. The parties agree to request that each of the potential mediators/arbitrators provided by the AAA have at least five (5) years of experience in construction industry disputes. The result of any arbitration shall be final and binding upon both parties, subject to judicial enforcement or review in a court in the State of Nevada of competent jurisdiction and venue, in accordance with the applicable provisions of NRS 38.015 to 38.205.

D. Litigation. If a dispute is not resolved by the Parties through the operation of Subsections A and B and is not submitted to mediation/arbitration under Subsection C, either Party may bring a civil action on the matter in dispute in the Second Judicial District of the State of Nevada, County of Washoe. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE PROJECT AND TO HAVE ALL DISPUTES IN THE LITIGATION DETERMINED BY A JUDGE WITHOUT A JURY. THE PARTIES ACKNOWLEDGE THAT THEY WOULD OTHERWISE HAVE A RIGHT FOR THEIR DISPUTE TO BE HEARD BY A JURY, THAT THEY HAVE CONSULTED WITH THEIR ATTORNEYS, AND THAT THEY KNOWINGLY AND VOLUNTARILY AGREE TO THIS WAIVER.

E. Alternative Dispute Resolution. If agreed to by the Parties, disputes may be resolved by a mutually agreed upon alternative dispute resolution process (which may

include structured negotiations) that is different from the processes specified in this section.

F. Requirement to Proceed. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under this Agreement (including those matters giving rise to the dispute) in accordance with the direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

SEC. 21 ASSIGNMENT; CHANGE IN OWNERSHIP OR CONTROL

A. Assignment. The Contractor may not assign this Agreement, or any portion thereof or transfer any interests, rights, duties, or responsibilities of the Contractor hereunder, except with the prior written approval of the RTC. Any attempt to do so without such prior written approval shall be null and void.

B. Change in Ownership or Control. The Contractor agrees that in the event of the sale of substantially all of the assets or stock of the Contractor, or in the event of a change in control of the beneficial ownership of the Contractor, the Contractor will require, as a binding pre-condition on such sale or change in control, that the acquiring entity assume full responsibility for performance of all duties and obligations under this Agreement, without reduction or modification.

SEC. 22 OWNERSHIP OF WORK

A. Ownership. All electronic files, software, licenses, programs, equipment manuals, and databases prepared or obtained by the Contractor in the course of performing work under this Agreement shall be conveyed and delivered to and become the property of the RTC at the termination of this Agreement, for whatever cause. The Contractor and its subcontractors shall convey and transfer any copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to the RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to the Contractor in accordance with the terms of this Agreement.

B. Title to Intellectual Property. The Contractor 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 the RTC.

C. Indemnification. The Contractor agrees to defend, indemnify, and hold the RTC harmless for any loss, claim, or liability in any way related to a claim that the RTC is violating Federal, state, or local law, or any contractual provisions, relating to trade names, licenses, franchises, patents, or other means of protecting interests in products or inventions. The Contractor 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. In the event any such materials, equipment, devices, or processes are held to constitute an infringement and their use is enjoined, the Contractor, at its sole expense, shall either (1) secure for the RTC the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the RTC; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

D. Confidential Treatment. The Contractor 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 the RTC; provided, however, that the Contractor may refer to this Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this subsection also shall not restrict the Contractor 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 the Contractor to defend itself from any suit or claim.

SEC. 23 CONFLICTS OF INTEREST

A. Conflicts Requirements. The Contractor shall ensure that no employee, agent, subcontractor, or other person performing services under this Agreement has, directly or indirectly, any financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.

B. Applicability to Subcontractors. The Contractor shall include a requirement in each subcontract Contractor signs with a subcontractor that the subcontractor shall ensure that no employee, agent, subcontractor or other person performing services under the subcontract has, directly or indirectly, any financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.

C. Disclosure. The Contractor shall disclose any potential conflict of interest to the RTC, which shall then disclose any potential conflict of interest as specified in 2 C.F.R. 200.112, 23 C.F.R. 1.33 and the requirements of 23 C.F.R. 172.5

SEC. 24 RESERVED

SEC. 25 FINANCIAL CONDITION

The Contractor shall promptly inform the RTC in writing of any adverse financial condition or event that arises during the term of this Agreement which could jeopardize its successful and timely completion of the Pre-construction Services or its ability to perform the Construction Work. The Contractor shall provide such financial information as is necessary and appropriate to establish to the satisfaction of RTC that the Contractor can reasonably be expected to perform the services required by this Agreement and the Construction Contract. Financial information submitted to the RTC shall be confidential and returned to the Contractor after review and shall not be retained by RTC.

SEC. 26 LICENSING, PERMITS, AND TAXES

The Contractor and its subcontractors shall have and maintain all licenses and permits required for the performance of services under the terms of this Agreement, and all work hereunder shall be performed by persons holding the appropriate professional license. The cost for any required licenses and permits shall be the responsibility of the Contractor. The Contractor shall also be liable for any and all taxes due as a result of this Agreement.

SEC. 27 INDEPENDENT CONTRACTOR

A. Status of Contractor. Under the terms of this Agreement, the Contractor is an independent contractor and has and retains full control and supervision of all the

services it performs under this Agreement, and of all employees and other persons performing those services, other than the RTC representatives. The Contractor agrees to be solely responsible for all matters relating to wages, appropriate rates of pay, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of this Agreement.

B. Payment of Taxes. The Contractor agrees to pay all required taxes on amounts paid to the Contractor under this Agreement, and to indemnify, defend, and hold the RTC harmless from any and all taxes, assessments, penalties, and interest asserted against the RTC by reason of the independent contractor relationship created by this Agreement or by reason of the Contractor's failure to pay taxes when due. In the event that the RTC is audited by any Federal or State agency regarding the independent contractor status of the Contractor and the audit in any way fails to sustain the validity of an independent contractor relationship between the RTC and the Contractor, then the Contractor agrees to reimburse the RTC for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Workers Compensation Compliance. The Contractor shall fully comply with the workers' compensation laws applicable to the Contractor and its employees. The Contractor further agrees to indemnify, defend, and hold the RTC harmless from any failure of the Contractor to comply with applicable workers' compensation laws. The RTC shall have the right to offset against any amounts otherwise due to the Contractor under this Agreement any costs incurred by the RTC resulting from any such failure to comply or resulting from Contractor's failure to promptly pay to the RTC any reimbursement or indemnification arising under this section.

SEC. 28 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, County, and City laws, codes, ordinances, rules, and regulations, whether or not specifically referenced in this Agreement. The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, and local laws, codes, rules, and regulations, including the Federal laws and regulations in Exhibits F and G, the form of the

Construction Contract attached to the RFP, and the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all of such requirements at its sole cost and expense and without any increase in the price or schedule specified in this Agreement due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or included in the specified price.

SEC. 29 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

There is no Disadvantaged Business Enterprise (DBE) goal established for this Agreement. RTC expects that NDOT will establish a DBE goal for the Construction Contract. If NDOT establishes a DBE for the Construction Contract, the DBE provisions set forth in the form of the Construction Contract attached to the RFP shall apply in connection with the Guaranteed Maximum Price (GMP) or Lump Sum Fixed Price bid process.

SEC. 30 EQUAL EMPLOYMENT OPPORTUNITY

A. EEO Program. The Contractor shall implement and maintain an EEO/Affirmative Action Program in accordance with Federal guidelines.

B. Nondiscrimination. During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Contractor 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. The Contractor 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.

C. Solicitations or Advertisements. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that well

qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

D. Subcontracts. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement or the Construction Contract so that such provisions will be binding upon each subcontractor. The Contractor will use its best efforts to ensure subcontractor compliance with their EEO obligations.

E. Reports. No later than thirty (30) calendar days after the EEO-1 Component 1 filing deadline for submission of demographic workforce data for calendar years 2023-2025, the Contractor shall prepare and submit to the RTC an EEO report containing the Contractor's demographic workforce data for the prior two-calendar year period, containing: (1) a utilization analysis, consisting of a workforce analysis and an availability analysis, for each job category, using the job categories, salary ranges, and race/ethnicity categories in the EEOC-EEO-4 report, and showing race/ethnicity and gender breakdowns for each job category; (2) the Contractor's short-term and long-term goals for increasing utilization of under-utilized subcategories (gender/race/ethnicity) in specific job categories, expressed in both number and percentage, along with timetables for meeting the goals for the forward-looking four-year period; (3) employment practices data showing the following, cross-referenced by race and sex: (a) the number of applicants in each job category and the number hired, (b) the number of employees in each job category who applied for promotion or transfer and the number in each job category promoted or transferred, (c) the number and types of disciplinary actions, tailored to language used in union contracts and/or Contractor policies and procedures, (d) the number of voluntary/involuntary terminations, and (e) job category training that fosters promotion potential, together with a disparate impact analysis and narrative explaining the source of the data and results of the analysis; and (4) employment practices data showing the following for individuals with disabilities and veterans, cross-referenced by race and sex: (a) the number of applicants for each job category and the number hired, and (b) the number of employees in each job category who applied for promotion or transfer and the number in each job category promoted or transferred.

SEC. 31 OTHER FEDERAL REQUIREMENTS

A. Federally Required Clauses. This Agreement will be financed in part with federal funds administered by NDOT on behalf of the FHWA, and is therefore subject to

certain federal statutes, rules and regulations applicable to work financed with federal funds. As a condition for receiving payment under this Agreement, the Contractor agrees to comply with the federally required clauses set forth in Exhibits F, and elsewhere in this Agreement.

B. Certifications and Affidavits. The Contractor has completed and signed the following attached as Exhibit G: (1) Form IC - Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (2) Form NC - Affidavit of Non-Collusion, (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities"; and (4) Form BAC - Buy America Certificate. The Contractor affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

SEC. 32 RESERVED

SEC. 33 CANCELLATION OF AGREEMENT

In any of the following cases, the RTC shall have the right to cancel this Agreement in whole or in part without expense to the RTC:

- (1) the Contractor is guilty of misrepresentation;
- (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or
- (3) the Agreement conflicts with any statutory or constitutional provision of the State of Nevada or the United States.

This section shall not be construed to limit the RTC's right to terminate the Agreement for convenience or default under the terms of this Agreement.

SEC. 34 TERMINATION BY MUTUAL AGREEMENT

The Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in this Agreement.

SEC. 35 TERMINATION FOR CONVENIENCE

A. Authority to Terminate. The performance of work under this Agreement may be terminated by the RTC in accordance with this section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective.

B. Required Actions upon Notice. Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall:

(1) stop performing services under the Agreement on the date and to the extent specified in the notice of termination;

(2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the services under the Agreement as is not terminated;

(3) terminate all orders and subcontracts to the extent that they relate to the performance of services terminated by the notice of termination;

(4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated;

(5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for all the purposes of this section;

(6) transfer title to the RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of, the services terminated, and any information and other property which, if the Agreement had been completed, would have been required to be furnished to the RTC;

(7) complete any such part of the work as shall not have been terminated by the notice of termination; and

(8) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the Contractor and in which the RTC has or may acquire an interest.

All payments due to be made by the RTC to the Contractor shall be made by the date of termination with respect to the subject matter of the notice of termination.

C. Settlement of Claims. Except as otherwise provided, settlement of claims by the Contractor under this section shall be in accordance with the provisions set forth in 2 CFR 200.343 and 48 CFR Part 49, as amended from time to time. Consistent with these provisions, in the event of termination, the Contractor shall be entitled to payment for all services previously rendered prior to termination, plus reasonable termination costs.

SEC. 36 TERMINATION FOR DEFAULT

A. Events of Default. Subject to the provisions of subsection B of this section, the RTC may terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If the Contractor fails to provide the services in the manner required by the Agreement;

(2) If the Contractor fails to perform any of the provisions of this Agreement in accordance with its terms;

(3) If the Contractor fails to make progress in the prosecution of the Pre-construction Services under this Agreement so as to endanger such performance; or

(4) If the Contractor fails to provide and maintain the insurance coverages required under this Agreement.

B. Notice and Opportunity to Cure. If the RTC determines that an event of default under this section has occurred, it shall immediately notify the Contractor in writing and provide the Contractor with fifteen (15) calendar days in which to provide a plan to cure such default, including a timetable for accomplishing the cure. The plan and timetable must be approved by the RTC, which approval shall not be unreasonably withheld. If the

Contractor fails to provide a plan for cure within such fifteen (15) day period, fails to provide a plan and timetable that is approved by the RTC, or fails to cure in accordance with an approved plan and timetable, the RTC may declare the Contractor to be in default and terminate this Agreement in whole or in part.

C. Reprocurement. In the event that the RTC terminates the Agreement in whole or in part under this section, the RTC may procure, upon such terms and in such manner as the RTC may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the RTC for costs associated with the termination of the Agreement, the procurement of replacement services by the RTC, any excess costs of such similar supplies or services, and any increase in the total Agreement cost as a result of the reprocurement of services from the date of termination to the expiration date of the original Agreement. The Contractor shall continue the performance of the Agreement to the extent not terminated under the provisions of this section.

D. Settlement of Claims. Except as otherwise provided, settlement of claims by the Contractor under this section shall be in accordance with the provisions set forth in 2 CFR 200.343 and 48 CFR Part 49, as amended from time to time.

SEC. 37 SUSPENSION

The RTC may, by written notice, order the Contractor to suspend all or any part of the Contractor's services under this Agreement for the convenience of RTC, for events beyond the control of the RTC and the Contractor, or for circumstances constituting an event of default under this Agreement.

SEC. 38 FORCE MAJEURE

The Contractor shall not be liable for any failure to perform this Agreement if acceptable evidence has been submitted to the RTC that the failure to perform was due to Force Majeure Events which were beyond the control and without the fault or negligence of the Contractor and which could not have been foreseen or avoided by the Contractor through the exercise of due diligence. As used in this section, "Force Majeure Events" includes acts of god, civil disturbances, acts of terrorism, fire, war, or extreme weather (such as earthquakes or floods), but do not include labor related incidents, such as strikes or work stoppages.

SEC. 39 ACCOUNTING REQUIREMENTS AND AUDITS

A. Contractual Obligations. The Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs by line item, that conform to Generally Accepted Accounting Principles (GAAP), and that provide support for the Contractor's invoices. The Contractor can only be reimbursed for costs that are consistent with Federal cost principles. See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

B. Audits. The RTC shall have the right to inspect and/or audit the books and records of the Contractor and its subcontractors relating to the performance of work under this Agreement at RTC's sole expense. The RTC may make appropriate adjustments to the Contractor's future invoices, or may otherwise collect amounts due from the Contractor, based upon any inconsistency, irregularity, discrepancy, or unsubstantiated billing revealed as a result of an inspection and/or audit.

SEC. 40 RECORDS RETENTION AND ACCESS TO RECORDS

The Contractor and its subcontractors shall maintain all books, documents, subcontracts, papers, records, accounting records, and other evidence pertaining to the performance of this Agreement. The Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the Agreement term and for three (3) years from the date of final payment to Contractor and its subcontractors under this Agreement, or the date of resolution of litigation or claims arising under this Agreement, whichever is later. The Contractor shall make available to the RTC, or its designee, the State, the Secretary of Transportation, the United States Comptroller General, or any other duly authorized representative of the Federal, State, or local government, any books, documents, subcontracts, papers, records, accounting records, and other evidence relating to the performance of this Agreement for audits, examinations, or other reviews, and copies thereof shall be furnished by the Contractor if requested.

SEC. 41 PUBLIC RECORDS

The RTC is a public agency as defined by Nevada State law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC's records are public records, which are subject to inspection and copying by any

person (unless declared or permitted by law to be confidential). This Agreement and the Exhibits hereto are deemed to be public records.

SEC. 42 WAIVER OF TERMS AND CONDITIONS

The failure of the RTC to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by the RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SEC. 43 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.

SEC. 44 LACK OF FUNDS

The entering into of the Agreement by the RTC is subject to its receipt of Federal, state, or local funds adequate to carry out the provisions of the Agreement in full.

SEC. 45 NOTICES

Official notices or correspondence related to this Agreement shall be in writing and sent to the following addresses:

THE RTC:

Judy Tortelli, RTC Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, Nevada 89502

THE CONTRACTOR:

Brian Roll, Contractor's Project Manager
Granite Construction Company
1900 Glendale Ave.
Sparks, Nevada 89431

Any notices required by this Agreement shall be deemed received on: (1) the day of delivery if delivered by hand (including overnight courier service) during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (2) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SEC. 45 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

SEC. 46 AGREEMENT TO CONTROL

In the event of any inconsistency between the provisions of the Contract Documents, the provisions of this Agreement shall control.

SEC. 47 ENTIRE AGREEMENT

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Contractor and the RTC. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the RTC will only be valid if signed by the Executive Director.

SEC. 48 EXHIBITS

All Exhibits referred to in this Agreement are hereby incorporated herein by reference.

SEC. 49 SEVERABILITY

In the event any provision of the Agreement is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality

of the remaining provisions of the Agreement and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

SEC. 50 NO THIRD-PARTY BENEFICIARIES

This Agreement and the rights and obligations arising hereunder are strictly for the benefit of the Parties to this Agreement. The Parties agree that any benefit asserted by a third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit and is not intended to create any obligation to, or any right of action by, any person not a signatory to this Agreement.

SEC. 51 NO FEDERAL GOVERNMENT OR STATE OBLIGATIONS

The Federal Government and the State of Nevada shall not be subject to any obligations or liabilities to the Contractor, or any other person other than the RTC, in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government or the State of Nevada in or approval of any solicitation, or contract, the Federal Government and the State of Nevada have no obligations or liabilities to any party, including the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

GRANITE CONSTRUCTION COMPANY

By: _____
Chris Burke, Vice President

EXHIBIT A
PRE-CONSTRUCTION SERVICES AND SCHEDULE

Pre-Construction Services and Schedule

PROJECT DESCRIPTION

The Regional Transportation Commission of Washoe County (RTC), in cooperation with the City of Reno, the Nevada Department of Transportation (NDOT), and the Federal Highway Administration (FHWA), proposes to replace two Arlington Avenue bridges that cross the Truckee River in the Riverwalk District of downtown Reno, Washoe County, Nevada. The Project is located on Arlington Avenue between Island Avenue and West First Street.

The bridges provide the only vehicular transportation link to the 3-acre Wingfield Park island. The north bridge (B-1532) was constructed in 1921, and subsequently modified in 1939, 1967, and 1998. The south bridge (B-1531) was constructed in 1939. The bridges are structurally deficient and need to be replaced. The Project will address the deteriorating condition of the bridge structures; improve safety for pedestrians, bicyclists, transit riders, and drivers on Arlington Avenue in the area of Wingfield Park; and provide sufficient hydraulic capacity for the Truckee River during flood events.

Currently, the north bridge is a three-span concrete tee beam superstructure, 122 feet long by 76 feet wide, with its largest span measuring 40 feet. This bridge will be replaced with a two-span bridge that is 125 feet long by 71 feet wide. Pedestrian overlooks on each side would be provided at the center pier. The single-pier concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast concrete box beam girders.

Currently, the south bridge is a rigid frame structure with a clear span of 48 feet and a width of 60 feet. The south bridge will be replaced with a clear-span bridge that is 53 feet long by 71 feet wide. The design concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast voided slab girders.

Signature bridge pylons will be located at the four corners of each bridge, and smaller pylons with custom lit columns will be located at the two ends of both overlooks on the north bridge.

Existing utilities across the north bridge include NV Energy, AT&T, and City of Reno irrigation water and electrical facilities. Existing utilities across the south bridge include NV Energy, AT&T, and Charter. All existing utilities are attached to the exterior of the bridges. The new bridges will include multiple conduits inside the precast concrete box beam girders of the north bridge and the precast voided slab girders of the south bridge to place the utilities within the bridges to avoid attaching them to the exterior of the bridges.

In addition to the replacement of the bridges, improvements to transit, biking and walking facilities along Arlington Avenue, adjacent cross streets and intersections, and along the river will be included within this Project.

The existing multiuse path under the south end of the north bridge will be reconstructed to provide adequate head clearance and realigned.

The existing ADA-compliant river access ramp from Island Avenue west of Arlington Avenue will be widened and slightly realigned as it enters the river to accommodate City of Reno maintenance equipment, in addition to ADA-compliant access to the Whitewater Park.

Streetscape improvements include pedestrian-scale lighting, shade trees, and decorative colored sidewalk with scored patterns.

A majority of the project is located within the regulatory responsibility of Carson-Truckee Water Conservancy District (CTWCD), defined by the delineation of CTWCD's 14,000 cfs flow. Occupancy within this delineation is constrained by the requirements of the USACE 408 permit, which will require vacating the delineation area if actual river flows in the south channel are 1,600 cfs and rising, or 8,000 cfs and rising in the north channel. Additionally, the timeframe for work

regulated by the permit will be limited to the period July 1 through October 31, with the potential to extend through November if approved by CTWCD.

There are two parks within the Project limits that are protected by Section 4(f) of the U.S. Department of Transportation Act, Wingfield Park and the Truckee River Whitewater Park at Wingfield. The RTC is working with the FHWA to determine if the Project impacts are considered *de minimis*. If so, access to at least one channel of the whitewater park will need to be maintained for the duration of construction.

Arlington Avenue would be closed between Island Avenue and West First Street during construction. Wingfield Park also would be closed for the duration of the construction. However, irrigation to Wingfield Park will be required throughout construction to ensure the survival of trees and turf within the park.

The construction manager will be responsible to understand and, as applicable, coordinate with adjacent construction projects to minimize potential impacts to this Project. For instance, the construction timeline for the Kimpton hotel project located on the 1.4 acres between Court Street and Island Avenue, just east of Arlington Avenue, is unknown, but may require coordination with the Arlington Avenue Bridges Project.

Environmental Status

This project requires a National Environmental Policy Act (NEPA) approval by the Federal Highway Administration (FHWA) and permit authorizations from the Nevada Department of Environmental Protection (NDEP) and the United States Army Corps of Engineers (USACE). RTC is presently working with these state and federal agencies to obtain NEPA approval and permit authorizations prior to the completion of final design and request for a fixed price bid or cost of the work, plus a fee, with a guaranteed maximum price (Construction GMP Bid) from the Construction Manager. Final environmental approvals and related requirements have not yet been clearly identified and secured. It is possible that the Project scope may need to be modified to address changes required by applicable environmental approvals. Nothing contained in the RFP or the Pre-Construction Services Agreement, including any description of the Project, is intended to modify, limit, or otherwise constrain the on-going environmental review and permitting for this Project or other projects within or around the Project area or commit the RTC or any other entity to undertake any action with respect to the Project, including any final design and construction of the Project. The RTC currently anticipates receiving a NEPA approval by September 2023 and permit authorizations by April 2025. Proposers must be mindful that these dates could change, and release of this RFP does not obligate agencies to provide a NEPA approval or issue permits for the Project. Failure to obtain NEPA approval or permits may result in delay or cancellation of the RTC's construction of this Project.

Submittal dates and anticipated review times for environmental clearance and required permits are provided below:

Environmental Clearance / Permits	Permitting Agency	Permittee	Status/Notes
Environmental Study (NEPA Clearance)			
Project Documented CE	NDOT and FHWA	RTC	Expect Documented CE September 2023

Environmental Clearance / Permits	Permitting Agency	Permittee	Status/Notes
Permits – Construction Phase (Project)			
Project Section 408 (application & CPs)	USACE/CTWCD	RTC	Responding to CTWCD and USACE comments Expect Permit April 2025
Project Section 404 (NWP 14)	USACE	RTC	Expect Permit April 2025
Project Section 401	USACE/NDEP	RTC	Anticipate Submittal November 2023 Expect Permit July 2024
Encroachment Permit (ROE – floodwall to floodwall)	Nevada Division of State Lands (NDSL)/ City of Reno	RTC	Expect Permit April 2024
General Permit for Stormwater Discharges	NDEP	Construction Manager	Construction Manager must file a Notice of Intent with NDEP's Bureau of Water Pollution Control and develop a SWPPP that complies with NDOT, NDEP, and CWA requirements.
Working in Waterways	NDEP	Construction Manager	Construction manager must file a Notice of Intent with NDEP's Bureau of Water Pollution Control to receive a Working in Waterways Permit prior to operating any earthmoving equipment within the Truckee River.
Groundwater Discharge Permit	NDEP	Construction Manager	Construction manager must obtain a Temporary Discharge to the Waters of the State Permit from NDEP's Bureau of Water Pollution Control for dewatering activities.
Dust Control Permit	WCDHD	Construction Manager	Construction manager to develop and acquire Dust Control Plan Form and fees to Washoe County District Health Department, Air

Environmental Clearance / Permits	Permitting Agency	Permittee	Status/Notes
			Quality Management Division (WCDHD-AQMD)
Excavation and Encroachment Permit	City of Reno	Construction Manager	Construction manager to submit permit application and fees. Applications are encouraged to be emailed to PWpermits@reno.gov for digital processing. Expect 3 – 5 weeks for processing.
Grading Permit	City of Reno	Construction Manager	Construction manager to obtain grading permit. Application and required attachments to City of Reno Community Development for site where stockpiling/processing is going to occur.
Traffic Control Plans, Truck Haul Route,	City of Reno, RTC	Construction Manager	Construction manager to prepare traffic control plan (TCP) and Truck Haul Route

Design Status and Project Risks

The Project is currently approaching the 90% design stage. The existing 60% plan set, all applicable reports, and other Project-related documentation are available on RTC’s website at: <https://rtcwashoe.procureware.com/>.

RTC’s Initial Risk Register developed for the Project is included on RTC’s website at: <https://rtcwashoe.procureware.com/>. Some of the currently identified Project risks include the following items

- Utility Risks –Potential delay from relocation/adjustment/installation of utilities; including the NV Energy overhead street lighting power; utilities within the bridges; coordination with various utility companies such as, (AT&T, Charter Communications, Zayo, and City of Reno irrigation (and possibly domestic) water and electrical facilities); and TMWA’s water line relocation in First Street.
- Environmental Risks – Potential impacts to address in-river work limited to the July 1 through October 31 period, protection of water quality, bird nesting, noise impacts, floodplain impacts, maintain river access/usage to channel not under construction, and lead time to acquire permits.
- Management Risks – construction noise impacts, material price escalation, labor availability, potential flooding, availability and access to staging areas, acquisition of temporary construction easements, timeliness to achieve acceptable GMP to meeting the federal fund obligation deadline, vandalism during construction.
- Structures Risks – lead time for acquisition of materials, quantity risk for unknown pile lengths, availability of form liner.

- Roadway Risks - Achieving temperature requirements for paving, construction impacts to existing building foundations.

The RTC anticipates that additional Project risks will be identified and mitigation recommendations developed through the design process with assistance and input from the Construction Manager as further described in the Scope of Services Summary section below.

PROJECT TEAM AND THIRD-PARTY STAKEHOLDERS

The RTC is performing the design and construction engineering services for the Project which has multiple federal funding sources from FWHA. RTC and NDOT are under a Local Public Agency Agreement (LPA) for the use and reimbursement of federal funds and identification of responsibilities and requirements for adherence with applicable Federal and State regulations and policies. The City of Reno owns and maintains the Arlington Avenue bridges. Carson-Truckee Water Conservancy District (CTWCD), as the local sponsor for the USACE has jurisdiction of the Truckee River floodway within the Project Limits per the Martis Creek Lake Agreement. The Truckee River Flood Management Authority (TRFMA) provides technical support to the City of Reno to manage and reduce flood impacts of the Truckee River.

The project will require partnering with other members of the Project Team. Without limitation, the following groups will be part of that coordination:

1. RTC's Project Manager and Management Team
2. RTC's Right-of-Way and Communications Team
3. RTC's Design Service Provider
4. RTC's Construction Engineer Service Provider (CE)
5. RTC's Independent Cost Estimator (ICE)
6. Local residents, property owners, businesses, and tenants
7. The Construction Manager and any subcontractors
8. The City of Reno
9. The Truckee River Flood Management Authority (TRFMA)
10. The Nevada Department of Transportation (NDOT)
11. The Federal Highway Administration (FHWA)
12. The U.S. Army Corps of Engineers (USACE),
13. The Carson-Truckee Water Conservancy District (CTWCD)
14. The Nevada Division of Environmental Protection (NDEP)
15. The Nevada Division of State Lands (NDSL)
16. The U.S. Fish and Wildlife Service (USFS)
17. Utilities, including Charter Communications, NV Energy, AT&T, TMWA, Uprise Fiber, Praxis Fiber, Lumen, Plumas Sierra Telecom and Zayo

PROJECT GOALS

The goals of the Project are to:

1. Complete the construction work to include replacing the bridges, preserving the hydraulic capacity of the Truckee River, and providing safe/ADA compliant multi-modal

improvements within one construction season (notably so that Wingfield Park and the Whitewater Kayak Park are open to use)

2. Minimize closure of the Truckee River and maintain the safety of those using the north or south river channel diversion around Wingfield Park during construction
3. Maximize project budget, while remaining committed to constructing the aesthetic commitments and future access to the park
4. Although still a construction zone, complete work considering the continued use of the Truckee River walk and area by limiting haul routes through downtown, limiting times for noisy or unsightly construction work, and providing access to the island in some capacity as early as possible
5. Establish open, timely, and accurate communication and effective coordination with the public and other Project stakeholders through the RTC
6. Build and maintain a professional and collaborative Project team
7. Reach a fair and reasonable fixed price or Construction GMP for construction of the Project
8. Record zero environmental compliance findings through implementation of all identified mitigation measures, permit requirements, and implementation of best management practices
9. Maximize quality of the Project by applying innovations and benchmark quality practices in construction materials, means, and methods
10. Maintain forward compatibility with the City of Reno Barbara Bennett and Wingfield Park Master Plan

PRE-CONSTRUCTION SCHEDULE AND PROJECT WORK DURATION

Services shall commence upon receipt of the Notice to Proceed from the RTC. This schedule establishes dates, timeframes and deadlines to ensure timely Project delivery. This schedule is subject to changes only as provided in Section 6 and Section 16 of the Pre-Construction Services Agreement.

Table 1: Preliminary Schedule

Meeting / Milestone Description	Due Date	Location / Duration
Anticipated 90% Design Completion	10/13/2023	RTC Offices
Anticipated RTC Board approval and NTP	10/20/2023	N/A
Project Team Kickoff Workshop	11/2/2023	RTC Offices
Initial Approach to Schedule and Cost Meeting(s)	11/6/2023	RTC Offices
Initial Partnering Meeting #1	Nov 2023	RTC Offices
Design/Risk/Innovation Workshop #1	11/28/2023	RTC Offices

Meeting / Milestone Description	Due Date	Location / Duration
Design Discussion Meeting – Discuss innovation, design/specification revisions	12/4/2023	RTC Offices
90% Quantity Reconciliation	12/6/2024	RTC Offices
90% Opinion of Probable Construction Cost (OPCC #1)	1/9/2024	RTC Offices
90% Reconciliation Meeting	1/16/2024	RTC Offices
Partnering Meeting #2	Feb 2024	RTC Offices
100% Design Submittal	3/5/2024	RTC Offices
Design/Risk/Innovation Workshops #2	3/19/2024	RTC Offices
Design Discussion Meeting – Discuss innovation, design/specification revisions	3/22/2024	RTC Offices
100% Quantity Reconciliation	3/26/2024	RTC Offices
Notification to Subcontractors (Bid Proposal Form)	CMAR	TBD
Subcontractor Bid Proposal Form Opening	CMAR	TBD
100% OPCC #2	4/19/2024	RTC Offices
100% Reconciliation Meeting	4/25/2024	RTC Offices
Partnering Meeting #3	May 2024	RTC Offices
Submit Final Plans, Specifications, and Construction Contract documents for GMP Bid	5/19/2024	RTC Offices
RAISE Grant Funding Obligation – Grant Execution	May 2024	N/A
Notification to Subcontractors (Bid Proposal Form)	CMAR	TBD
Subcontractor Bid Proposal Form Opening	CMAR	TBD
Inform RTC of Selected Subcontractors	CMAR	TBD
RTC Approval of Selected Subcontractors	RTC	TBD
GMP Bid Due	June 2024	N/A

Meeting / Milestone Description	Due Date	Location / Duration
GMP Negotiations	June 2024	RTC Offices
RAISE Grant Funding Obligation – Construction Funding Authorization	June 2024	N/A
RTC Board Awards Construction Contract	July 2024	N/A
Construction Begins	2025	N/A

Notes: N/A = not applicable; TBD = to be determined.

Project Work Duration

1. Pre-Construction Work duration: The time period for the pre-construction work described in this Scope of Services is approximately nine (9) months, with Services beginning within five (5) working days of the Notice to Proceed for pre-construction services. Work duration for construction will be identified in the Construction Contract.
2. Project construction schedule: It is the RTC's intent that the Project Team works collaboratively to develop the Project design in an efficient and prompt manner in order to award a Construction Contract no later than the August 2024 RTC Board Meeting. Given the need to address concerns of a wide variety of stakeholders, it is critical to develop a construction schedule that minimizes impacts to the traveling public by reducing Wingfield Park and Truckee River closures.

Compensation and Payment

The Construction Manager shall be compensated and paid in accordance with conditions set forth in the Pre-Construction Services Agreement and its associated attachments.

If the Project cannot be delivered within the allocated budget or in a manner satisfactory to the RTC, in its sole discretion, the RTC retains the option, in its sole discretion, to cancel the Project, modify the Project scope, or deliver the Project by other means.

SCOPE OF SERVICES SUMMARY

The Construction Manager shall work with and become part of RTC's project team, which also consists of the RTC Project Manager, the RTC Design Service Provider, the RTC Independent Cost Estimator (ICE), and the RTC Construction Engineering Service Provider(s), and RTC Price Facilitator (if used) to accomplish the following tasks. In addition, the Construction Manager shall work with other key stakeholders and/or third parties identified by the RTC.

All Project concepts and innovations developed and adopted during the pre-construction phase shall be implemented during construction and accounted for in the fixed price bid or Construction GMP Bid.

TASKS

Task 0.0: General Project Management

The Construction Manager shall provide management functions of their teams efforts to include:

1. Time tracking, progress reporting and invoicing

2. Internal CMAR team coordination
3. Support the RTC Project Manager in communications and outreach with project stakeholders, including attendance at meetings
4. Provide for preconstruction site investigations, such as, potholing and geotechnical investigations as needed.

Assumptions: The RTC Project Manager will arrange for the Stakeholder outreach meetings which are expected to take one (1) hour each. No site investigations shall be conducted without approval of the RTC Project Manager.

Deliverable: The Construction Manager shall provide invoices with progress reports, participate stakeholder outreach meetings, and conduct site investigations and provide written and verbal documentation of findings to the project team.

Task 1.0: Project Team Kickoff Workshop

The Construction Manager shall collaboratively work with the RTC Project Manager to plan, attend, and actively participate as a member of the Project Team in the Project Team kickoff workshop to be led by the RTC. The Project Team kickoff workshop may include discussion of the following activities:

1. Introduction to the Project, the CMAR project delivery method, the partnering process, and the Project stakeholders
2. Presentation of Project elements and the Project scope
 - a. Project status, goals, and constraints
 - b. Project information, including existing plans, specifications, studies, and reports
3. Project schedule and major milestones
 - a. Project Team meetings
 - b. Major Project Milestones
4. Identification of roles and responsibilities for the Project Team
 - a. RTC Project Manager
 - b. Design and Environmental Teams
 - c. Construction Manager
 - d. ICE
 - e. Price Facilitator
 - f. FHWA, USACE, NDOT, City of Reno, CTWCD and TRFMA
5. Process for design input
 - a. Innovation
 - b. Alternative design analysis
 - c. Designer's needs
6. Communications protocol and plan
7. Change management process
8. Initial discussions on

- a. Cost/pricing development
 - b. Project risks identification
9. Questions/Answers
 10. Project Field Visit (if applicable)

Assumptions: The meeting is expected to take 4 hours. The RTC Project Manager will identify the members of the Construction Manager's team that will attend and participate. The RTC Project Manager will also document meeting notes of key items discussed and distribute to the list of invitees.

Deliverable: The Construction Manager shall participate in the workshop.

Task 2.0: Partnering

The Construction Manager shall participate in an ongoing partnering process among all members of the Project Team. The partnering process shall take place during the entire length of the Pre-Construction Services Agreement. A partnering workshop facilitator will be chosen by the RTC and paid for through the CMAR PCSA.

Assumptions: There will be an initial partnering meeting expected to take two (2) hours, quarterly partnering meetings thereafter expected to take one (1) hour each, and other partnering meetings as needed to resolve issues or disputes. RTC will arrange for location and facilities to accommodate meetings.

Deliverable: The Construction Manager shall participate in the meetings and the ongoing partnering process.

Task 3.0: Initial Approach to Schedule and Cost Meeting

The Construction Manager shall attend and actively participate in a meeting with the RTC, Designer, RTC Price Facilitator, and ICE to establish baseline production rate assumptions and various other input standards for formulation of future cost and schedule estimates. The purpose of this meeting will be to establish assumptions for construction means and methods, in addition to establish the plan to communicate changes in scope, quantity, and phasing between the Construction Manager and the ICE in order to establish a consistent foundation for estimation. **Refer to Exhibit 1** for a more detailed description and definition of the information to be included as a part of the open-book cost estimates prepared for this Project.

The Construction Manager shall attend and actively participate in this meeting by:

- Participating in an open discussion with the RTC, Designer, and ICE regarding specific costing assumptions, and
- Discussing cost/pricing development and process for design input, analysis, evaluation, and resolution of the Construction Manager's input into the design and specification development process.

Assumptions: The initial meeting is expected to take four (4) hours and additional one (1) hour weekly meetings are anticipated to refine approach through GMP. The Project Manager will identify the members that will attend and participate in the meeting.

Deliverable: The Construction Manager shall participate in the meeting and document the description and assumptions for the work elements that communicate the open-book

estimating practices for the Project, including production rate assumptions and other input standards for future cost and schedule estimates.

Task 4.0: Project Meetings and Document Review

The Construction Manager shall advise, assist, and provide written documentation relative to the following:

- Plan and specification clarifications
- Schedule analysis, including acceleration opportunities
- Phasing or sequencing
- Constructability and biddability analysis
- Availability of materials
- Cost/benefit analysis
- Maintenance of traffic
- Staging site access needs
- Third party impact mitigation and avoidance strategies
- Value analysis and innovation
- Risk identification and mitigation
- NEPA commitments
- Permit requirements

The Construction Manager shall attend, participate in, and provide input in the form of written comments at milestone meetings identified in Table 1: Preliminary Schedule that are not covered under other tasks. Construction Manager shall coordinate with the RTC Project Manager in advance of meetings to collaborate on discussion topics, as necessary, to ensure effective and efficient meetings.

Assumptions: Discussions at meetings may include:

- Design Discussion Meetings
Focus on specific discipline design elements (pavement, structures, landscaping, aesthetics, etc). Appropriate members of the Construction Manager's and Designer's team shall attend. Specification requirements will focus on specific discipline work effort and clearly define the Project-specific work items and their methods of measurement and payment so that the work items are fully understood by the Project Team. Two (2) design discussion meetings are anticipated, four (4) hours each.
- Design/Risk/Innovation Workshop(s): See Task 5.0 and Task 6.0 for more details.
Risk assessment will focus on identifying and documenting project-specific risk, which includes risk definition, probability of occurrence, potential mitigation (including consideration of environmental commitments and mitigation strategies), magnitude of cost and quantity risk, and evaluation of schedule risk. Risk ownership shall be assigned and risk management resolutions documented.
Design and Innovation will focus on discussing, identifying, and documenting design modifications or innovative ideas that may reduce schedule or decrease cost.
- Project Schedule and Cost Meeting(s): See Task 7.0 and Task 8.0 for more details.

Focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingencies, risks, and approaches to the estimate are fully understood by the Project Team. Includes documenting revisions to the description and assumptions for the work elements that communicate the open-book estimating practices for the Project, including production rate assumptions and other input standards for future cost and schedule estimates.

The meetings will also focus on developing the construction phase schedule.

- Opinion of Probable Construction Cost (OPCC) Review and Reconciliation Meetings: See Task 8.0 for more details.

OPCC meetings focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingencies, risks, and approaches to the estimates are fully understood by the Project Team. The meetings will also focus on developing the construction phase schedule. The Construction Manager shall develop OPCC's and participate in corresponding resolution meetings.

The Construction Manager shall be given follow-up assignments and tasks during the meetings, as well as a schedule for performing and completing the assignments and tasks. The Construction Manager shall be responsible for timely responses in formats acceptable to the RTC (e.g., a comment and resolution form, redlined drawings, written reports or memos, and/or electronic track changes) and within the time period directed by the RTC, which, in determining such schedule, will consider a deliverable's size and complexity. The Project Team shall establish these expectations, assignments, and commitments at the Project Team kickoff workshop and shall regularly discuss and update the same items during the Project meetings. Review response period for various document types shall be determined based on meeting the overall project schedule.

Deliverable: The Construction Manager shall actively participate and provide input at each meeting/workshop. The Construction Manager shall follow up on assigned tasks from each meeting/workshop, as appropriate, to maintain project schedule and maintain and share documented revisions to the description and assumptions for the work elements that communicate the open-book estimating practices for the Project, including production rate assumptions and other input standards for future cost and schedule estimates.

Task 5.0: Risk Management

The Construction Manager shall identify, quantify, document, and implement risk avoidance, reduction, and mitigation strategies, as well as monitor and provide written input into a Project risk register. The risk register will be maintained by the RTC. The Construction Manager shall participate in the preparation, modification, and maintenance of the risk register, and the Construction Manager shall continuously communicate its assumptions regarding impacts to risk as the design progresses.

Assumptions: The Construction Manager shall participate in two (2) Design/Risk/Innovation workshops, expected to take eight (8) hours each. The RTC Project Manager will identify the members that will attend and participate in the workshop.

Deliverable: The Construction Manager shall submit written documentation for the risk register specifying the associated value, savings, and cost of identified risk avoidance, reduction, or mitigation strategies before or during each design milestone meeting, at a minimum.

The Construction Manager shall also submit, at the time of a fixed price bid or Construction GMP Bid, a report that summarizes the decisions for risk avoidance, reduction, or mitigation and the associated value of each decision in terms of cost and savings in direct relationship with its bid. Refer to Task 12.0 herein for further information regarding the fixed price bid or Construction GMP Bid.

Task 6.0: Value Analysis and Innovation Management

The Construction Manager shall develop, propose, and track implementation challenges and quantify the benefits of innovations throughout the pre-construction phase, including proposing criteria to evaluate suggestions and to select improvements that will offer the best overall value in terms of cost, schedule, and quality. The Construction Manager shall prepare, modify, and maintain an innovation register, which identifies the person and/or entity that proposed the idea, the value of the idea (in terms of cost, savings, risk reduction/mitigation, or schedule impact/benefit), and the ideas that were incorporated by the Project Team into the final design and construction documents.

Assumptions: The Construction Manager shall participate in two (2) Design/Risk/Innovation workshops, expected to take four (4) hours each. The RTC Project Manager will identify the members that will attend and participate in the workshop.

Deliverable: The Construction Manager shall submit written documentation for the innovation register of all suggested innovations during each design discussion meeting, at a minimum.

The Construction Manager shall also submit, at the time of the fixed price bid or Construction GMP Bid, a report that summarizes both the innovations considered and the innovations implemented. Refer to Task 12.0 herein for further information regarding the fixed price bid or Construction GMP Bid.

Task 7.0: Construction Schedule Development

The Construction Manager shall create and update the construction schedule for the Project. The Project Team will work together to create a baseline construction schedule, which will be updated, at a minimum, at major design milestones designated by the RTC, and then monthly thereafter). The schedule shall include each Project phase and identify key milestones, deliverables, and dependencies, along with durations for design, pre-construction, procurement (inclusive of durations related to execution of the subcontracting plan), construction management, and construction work. The Construction Manager shall also identify roles and responsibilities for each item of work represented in the schedule.

Assumptions: If specific schedule meetings are necessary, the RTC Project Manager will identify members of the Construction Manager's team that will attend and participate in the meetings.

Deliverable: The Construction Manager shall provide a detailed schedule(s) using software platforms agreed upon by the project team, which may be different software platforms for pre-construction than construction schedule, which will be updated, at a minimum, at major design milestones designated by the RTC, and then monthly thereafter). The schedule shall include a narrative report documenting key critical path elements of the schedule and the major assumptions and/or decisions that could impact schedule performance. The Construction Manager shall also include in the report any acceleration opportunities, the cost (or savings) of the opportunities, and prerequisites thereof and the extent of the potential schedule acceleration.

The Construction Manager shall provide a finalized construction schedule with its fixed price bid or Construction GMP Bid, which will be part of the Construction Contract and adhered to by the Construction Manager for the duration of the construction phase.

Task 8.0: Construction Cost Estimate Development

The Construction Manager shall develop and provide open-book, production-based cost estimates for the Project Team's examination so that assumptions, contingency, risk, and approach to the estimates are fully identified, delineated, and understood by the Project Team. Refer to Exhibit 1 for a more detailed description and definitions of the information, at a minimum, to be included as a part of the open-book cost estimates prepared for this Project.

The Construction Manager shall be responsible for verifying the quantities and methods of measurement and payment for all Project work items.

Assumptions: The Construction Manager shall develop any and all cost estimates required for two (2) Opinion of Probably Construction Cost (OPCC) estimates and associated reconciliation meetings. The RTC Project Manager will identify the members of the Construction Manager's, ICE's, RTC Price Facilitator, and Designer's team that will attend and participate in subsequent reconciliation meetings. Construction Manager shall coordinate efforts associated with quantity reconciliation with the Designer.

Deliverable: The Construction Manager shall provide a construction cost estimate for the Project during each design milestone meeting, at a minimum. The construction estimate shall be provided in two separate formats, one that is consistent with the production-based cost model and one that is consistent with the engineer's estimate (formatted in an Excel spreadsheet with bid item descriptions, quantities, and units). The estimate shall reflect and be consistent with the agreed upon method and measurement of payment anticipated for each bid item and in accordance with the requirements established during the Initial Approach to Schedule and Cost Meeting and any subsequent revisions and updates. The Construction Manager shall also provide a narrative report documenting the markups, escalation, overhead, profit, and contingency input used. The report shall document critical assumptions, clarifications, and/or costing decisions that may impact the fluctuations in pricing adherence and a description of all allowances and exclusions.

The RTC will review the submitted estimates and identify items not in agreement among the CMAR, ICE, and RTC. The Construction Manager will be required to attend construction estimate review meetings as necessary to discuss the assumptions and allocations associated with unit prices that are not in agreement. The construction schedule submitted under Task 7.0 shall coincide with the production and phasing assumptions used in the development of the cost estimates.

Task 9.0: Development of Subcontracting Plan

The Construction Manager shall develop its subcontracting plan in accordance with the requirements listed below as well as all applicable NRS requirements, including, without limitation, NRS Chapter 338 and NAC Chapter 338.

Prior to both i) soliciting any qualifications, proposals or bids for subcontracts, and ii) submitting a bid for a Construction Contract for the Project or a portion thereof, the Construction Manager shall submit a subcontracting plan to the RTC for its review and approval that includes a reasonable procedure (with an associated subcontractor proposal form) for conducting the procurement and approval processes applicable to all subcontracts. Such procedures shall include the timing for each step of the qualification and proposal process, with the proposal form, qualification determinations, and selections to be made in accordance with NRS

338.16991 and 338.16995, NAC 338.550 through NAC 338.640, and related regulations. The subcontracting plan shall be subject to the approval of the RTC, in its sole discretion, and shall adhere to the following conditions:

- The Construction Manager shall recommend a division of the work to facilitate the bidding and award of trade contracts.
- The Construction Manager shall provide for involvement by the RTC in subcontractor solicitation, bidding, and selection as set forth in NRS 338.16995.
- The Construction Manager shall recommend which work, if any, should be procured through value-based competitive selection, in lieu of low bid selection. All subcontracts for which the estimated value is at least 1 percent (1%) of the total cost of the public work or \$50,000, whichever is greater, whether the selection is value-based or low bid, shall comply with NRS 338.16991 through NRS 338.16995.
- The Construction Manager shall identify work that the Construction Manager proposes to self-perform (which must be no less than thirty percent (30%) of the work, measured on a dollar value basis), and identify how the Construction Manager will ensure that the pricing of self-performed work will be most advantageous to the RTC.

The subcontracting plan shall include provisions for implementing the following requirements:

1. The Construction Manager must determine that at least three (3) subcontractors in each trade or scope of work are qualified to provide the labor, materials and equipment for the Project. This is unless the Construction Manager has received written approval of the RTC to qualify fewer than three (3) subcontractors in a particular trade or scope of work.
2. If the Construction Manager has qualified three (3) or more subcontractors to submit proposals for the Project for a trade or scope of work and has received fewer than three (3) proposals for that trade or scope of work by the time set for the opening of such proposals, the Construction Manager may not open any proposal for that trade or scope of work until it receives written instructions from the RTC on how to proceed. If the RTC directs the Construction Manager to solicit additional proposals for that trade or scope of work, a subcontractor that has submitted a proposal for such trade or scope of work may withdraw its proposal and resubmit at the time set for soliciting additional proposals.
3. The Construction Manager shall time stamp all envelopes containing proposals to provide labor, materials or equipment for the Project upon receipt of each proposal on the form provided by the Construction Manager. Before opening the proposals at the predetermined time, the Construction Manager shall confirm that the subcontractor submitting a given proposal was i) qualified by the Construction Manager, ii) attended the preproposal meeting (if applicable), and iii) timely received by the Construction Manager. The Construction Manager shall not open and shall return all proposals not meeting these three (3) requirements.
4. At the time subcontractor proposals are opened, the Construction Manager shall compile and provide to the RTC or its authorized representative a list that includes, without limitation, the name and contact information of each subcontractor who submits a timely proposal and the price of the proposal submitted by the subcontractor. The list must be made available to the public upon request.
5. Prior to entering into a subcontract, the Construction Manager shall inform the RTC or its authorized representative which subcontractor has been selected and provide the RTC with access to all proposals, bids, and evaluation materials.

6. The Construction Manager shall make available to the public, including, without limitation, each subcontractor who submits a proposal, the final rankings of the subcontractors and shall provide, upon request, an explanation to any subcontractor who is not selected as to the reasons why the subcontractor was not selected.
7. If the Construction Manager receives a written protest from a proposing subcontractor no later than three (3) full business days following the Construction Manager's selection of a subcontractor, the Construction Manager shall not execute a contract for that subcontract package without first providing at least two (2) full business days written notice to all proposers of the Construction Manager's intent to execute a contract for the subcontract package. Construction Manager's protest procedures shall be subject to the prior written approval of the RTC.
8. The Construction Manager shall enter into a subcontract with a subcontractor selected pursuant to the approved subcontracting plan, and the Construction Manager shall not have the right to make any substitution of any such subcontractor except in accordance with the provisions of NRS 338.16995.
9. If, prior to award and execution of a Construction Contract, the RTC objects to the use of a subcontractor for subcontracted work on such Construction Contract and such subcontractor has been properly selected by the Construction Manager in accordance with the requirements of the approved subcontracting plan, the RTC shall issue a written request to the Construction Manager to change the subcontractor and shall pay any actual and direct increase in the Construction Manager's costs, including an adjustment to the fixed price bid or Construction GMP Bid resulting from the change. The increase shall be based solely on, and be limited to, the direct cost differential between the initial subcontract cost of the original subcontractor and the initial subcontract cost of the changed subcontractor and shall exclude any additional mark-up, profit, and overhead by the Construction Manager. Other than providing such compensation, if any, the RTC shall have no further responsibilities, liabilities, or obligations arising out of such objection and change of subcontractors. Replacement of subcontractors after award and execution of the Construction Contract, including, without limitation, in connection with unsatisfactory performance, shall be governed by the terms of the Construction Contract.

Deliverable: The Construction Manager shall provide a draft subcontracting plan no later than 30 calendar days after the Notice to Proceed for pre-construction services is issued. The Construction Manager shall update this plan as of the final design milestone and submit an approved final subcontracting plan prior to its submittal of its fixed price bid or Construction GMP Bid. All documentation necessary to support adherence to the requirements of NRS 338.16991 and NRS 338.16995 and the regulations related thereto shall be included in the subcontracting plan update. If the RTC elects to consider a Construction Contract for only a portion of the Project, the subcontracting plan must be submitted and approved prior to submittal of any fixed price bid or Construction GMP Bid related thereto.

Task 10.0 Development of a DBE Performance Plan

The Construction Manager shall work with RTC's Finance Department to draft and finalize a Disadvantaged Business Enterprise (DBE) performance plan to apply during the Construction Contract and for accomplishment of all construction activities. The DBE performance plan shall address the manner in which the Construction Manager documents its efforts to meet the DBE goals and requirements, as well as address all monitoring and reporting requirements. The DBE performance plan shall be subject to the approval of RTC, in its sole discretion.

Deliverable: The Construction Manager shall provide an approved DBE performance plan that documents the DBE percentage goal and DBE documentation requirements no later than 30 calendar days after the Notice to Proceed for pre-construction services is issued. The Construction Manager is responsible to obtain approval of the DBE performance plan from the RTC. The Construction Manager shall submit the required DBE documentation as per the approved DBE performance plan prior to submittal of its fixed price bid or Construction GMP Bid. If the RTC elects to consider a Construction Contract for a portion of the Project, the DBE performance plan must be submitted and approved prior to submittal of any fixed price bid or Construction GMP Bid related thereto.

Task 11.0: Pre-Construction Work (as applicable)

The pre-construction work, if any, shall be performed at the direction of the RTC, in its sole discretion, and may include, without limitation, design and/or Project-related activities, such as:

- Provide necessary documentation and attend meetings for permits and permissions necessary for Construction of the Project;
- Other design-related activities, as needed.

All such activities shall be consistent with the requirements of the NEPA process.

Task 12.0: Construction GMP Bid(s) or Fixed Price Bid

At the time the RTC determines that the design for the Project or any portion thereof has been sufficiently finalized to a level sufficient to determine the provable cost of the Project or that portion, and provided that i) the other conditions set forth in the Pre-Construction Services Agreement, have been satisfied, as determined by the RTC, the Construction Manager shall prepare and submit a bid as:

1. A cost of the work, plus a fee, with a guaranteed maximum price (Construction GMP Bid);
or
2. A fixed price.

A GMP is the guarantee that the price of the work will not exceed the prices submitted by the Construction Manager in its Construction GMP Bid. Whether the prices include some or all of the lump sum items, unit-based items, quantity-based items, contingency, or allowances, the individual prices are guaranteed in accordance with the requirements of the construction documents and the Construction Contract.

A fixed price includes all costs related to labor, equipment/materials, overhead, and profit.

Task 12.1 Fixed Price Bid or Construction GMP Bid for a Construction Contract for the Project, or Any Portion Thereof

The fixed price bid or Construction GMP Bid for a Construction Contract for the Project may be for the Project as a whole or the Construction Manager may be asked to prepare a fixed price bid or Construction GMP Bid for construction of a portion of the Project, if the RTC, in its sole discretion, determines significant construction time, money, risk, or potential delay can be reduced by allowing the Construction Manager to start initial work prior to the completion of the overall Project's final design package(s). A Construction Contract for a portion of the Project may also include early procurement of long-lead items that may be in short supply or require longer than desired procurement times from purchase to delivery.

In either instance, the fixed price bid or Construction GMP Bid for a Construction Contract shall be developed and evaluated in accordance with the following process:

- The Designer shall produce a set of plans and specifications for performance of the construction work.
- The RTC will evaluate the Construction Contract bid documents for compliance with the DBE requirements and goal. This goal shall have already been incorporated into the Construction Contract bid documents, the fixed price bid or Construction GMP Bid, the Construction Manager's DBE performance plan, and the Construction Manager's subcontracting plan. No Construction Contract may be entered into and no fixed price bid or Construction GMP Bid may be submitted by Construction Manager until (i) the determination of any applicable DBE goal has occurred; (ii) the RTC has approved the Construction Manager's subcontracting plan; and (iii) the RTC has approved the Construction Manager's DBE performance plan.
- If the DBE goal is greater than 0 percent (0%), the Construction Manager shall be required to submit commitments from DBE participants sufficient to meet the goal and/or execute an affidavit regarding good faith efforts to meet the DBE goal, each as required by the Pre-Construction Services Agreement, in the form appearing in Form GFE - Goals and Good Faith Efforts Affidavit attached to the RFP, and otherwise in substance satisfactory to the RTC, in its sole discretion.
- The Construction Manager shall submit, with its fixed price bid or Construction GMP Bid, a subcontracting plan, and a finalized construction schedule that has been approved by the RTC.
- Solicitations for subcontractors and the award of subcontracts shall be made pursuant to NRS 338.16991 and 338.16995, regulations adopted by the Nevada State Public Works Division, and the Construction Manager's approved subcontracting plan. Concurrently with its fixed price bid or Construction GMP Bid, the Construction Manager shall provide a list of all subcontractors that it has procured and intends to use.
- The Construction Manager will prepare and submit a Construction GMP bid or fixed price bid in accordance with the RTC's bidding requirements under the Pre-Construction Services Agreement. In addition to the scope of work, risk, and quantities, the fixed price bid or Construction GMP Bid shall reflect the pricing as defined in the subcontracts and include all information required by the RTC, including applicable DBE commitments as provided herein. The Construction Manager shall include with its fixed price bid or Construction GMP Bid such other documents and certifications as directed by the RTC. The form of fixed price bid or Construction GMP Bid shall be in such format as the RTC, in its sole discretion, determines and may include quantity-based items, unit-priced based items, lump sum items, contingency, or allowances.
- The RTC will have an independent cost estimate prepared. Upon opening the fixed price bid or Construction GMP Bid, the RTC will determine the acceptability of the fixed price bid or Construction GMP Bid, in its sole discretion. In assessing the fixed price bid or Construction GMP Bid, the RTC may compare the fixed price bid or Construction GMP Bid to some or all of the following: State average costs, similar project costs, the independent cost estimate, and/or the engineer's estimate. The RTC will use such other information that the RTC determines relevant and useful. The RTC is under no obligation to accept the fixed price bid or Construction GMP Bid, even if the bid compares favorably to the foregoing data, averages, and estimates.
- RTC personnel reviewing the fixed price bid or Construction GMP Bid and other data, averages, and estimates may include the RTC Project Manager, the Construction Engineering Service Provider, the RTC Price Facilitator, Design Services Provider, the

ICE, FHWA and NDOT representatives, and/or any other internal RTC staff and outside advisors deemed necessary or desirable by the RTC Project Manager.

- The RTC and the Construction Manager shall meet to conduct negotiations pursuant to Section 13 of the Pre-Construction Services Agreement.
- If the fixed price bid or Construction GMP Bid is acceptable, the RTC will prepare a Construction Contract.
- If the fixed price bid or Construction GMP Bid is not acceptable, the RTC may enter into a process of risk identification that identifies price, quantity, assumption, and other differences. Following the successful resolution of the risk issues associated with such differences, the RTC, in its sole discretion, may ask the Construction Manager to re-bid the fixed price bid or Construction GMP Bid for the Project. If this re-bid of the fixed price bid or Construction GMP Bid does not result in a fixed price or Construction GMP that is acceptable to the RTC, the RTC reserves the right, in its sole discretion, to terminate the bidding process and undertake such other actions relating to the Project as the RTC determines, including, without limitation, the right to procure the Construction Contract scope of work by some other delivery method. The Construction Manager is not excused from completion of the Services required under the Pre-Construction Services Agreement, if such Services have not been fully performed.

Deliverable: The Construction Manager shall submit the fixed price bid or Construction GMP Bid in accordance with the requirements delineated herein, utilizing the same production-based cost model used in development of the previous OPCCs along with a narrative report documenting the critical assumptions and/or costing decisions that could impact the fluctuations in pricing adherence (on an open-book basis).

Task 13.0: Development of Additional Plans

The Construction Manager shall develop and provide three (3) additional plans based on input from the RTC Project Manager and Design Team. Plans shall be submitted for agency input to obtain concurrence on approach and assist in obtaining permits.

Prepare of Construction Plan shall address proposed construction phasing, staging, and construction equipment storage; use of adjacent public roadways; protection of park properties; dirt/debris mitigation; storm water drainage management; temporary facilities; traffic management; noise and vibration control; work hours, including, number of shifts and weekends; temporary road closures or detours; emergency vehicle provisions; maintenance of access to all properties; construction phasing and traffic control impacts; public and worker safety protections; and maintenance of construction work zones.

Pedestrian Access Management and Safety Plan shall address pedestrian access and maintenance of the Truckee River Walk; pedestrian and recreation use of the whitewater kayak park; access to adjacent parks; safety of recreational river users, river detours, safe river exit/entry points; Wingfield park closure and public access restrictions.

River Diversion and Access Plan shall address approach to installing river diversions necessary for bridge construction; approach for getting construction equipment into the river; and protection of existing kayak park features.

Assumptions: The Construction Manager shall develop these three (3) additional plans that shall be incorporated into the construction specifications once approved. Plans shall provide written narrative with supporting exhibits, as necessary, to clearly identify and describe the key elements of the plan.

Deliverable: The Construction Manager shall provide plans and anticipate one (1) revision based on RTC input and two (2) revisions based on agency input.

Exhibit 1: Open-Book Cost Estimating Requirements

Minimum Requirements

The following are minimum requirements for the Construction Manager when communicating cost via the open-book cost estimating process.

- The Construction Manager shall clearly delineate any services to be self-performed and any services to be subcontracted.
 - For self-performed work, overhead and profit percentages are to be identified, agreed upon, and applied to the total self-performed cost “below the line.” This is opposed to allocating overhead and profit into individual direct cost items.
 - For work to be subcontracted, the subcontractor’s overhead, profit, and indirect costs are to be included within the pricing of that individual direct cost item.
- Indirect costs are to be scoped, quantified, and priced as a separate division of cost and are not to be allocated under direct costs, except as stated above for work performed by subcontractors.
- Mobilization/demobilization of temporary jobsite offices is to be a detailed item, and the Construction Manager shall include this under indirect costs.
- Mobilization/demobilization of construction equipment is to be an individually detailed item for each piece of equipment, all of which are to be included under direct costs.
- Overhead and profit are to be applied as follows:
 - Overhead is to be priced as a percentage of the total of indirect costs and direct costs.
 - Profit is to be identified and divided into two categories:
 - A percentage applied to self-performed work, and
 - A percentage applied to subcontracts.

The percentage applied to subcontracted costs/work is to be relatively low compared to self-performed work.

- After all indirect, contingency(ies), escalation, overhead, and profit costs have been estimated and individually identified, each cost is to be allocated into pay items to establish the “all in” unit costs. Indirect costs, overhead, and profit are then to be distributed evenly into each pay item. Contingencies shall be specifically identified and allocated depending on the risks associated with each pay item.

Definitions/Descriptions

The following definitions/descriptions are provided to establish expectations regarding categorization and accounting procedures to be used in the open-book estimating process for the Project.

- Direct costs (construction) include:

- Self-performed work based on construction labor (e.g., craft wage rates burdened with fringe benefits only), equipment rental, equipment fuel/maintenance, and purchased materials;
 - Mobilization/demobilization of self-performed construction equipment; and
 - Subcontracted work, including each subcontractor's direct and indirect costs, overhead, profit, and bond costs.
- Indirect costs (construction) include:
 - Field supervision based on bare wages plus salary-related expenses for the project manager, superintendent(s), project engineer/project controls, and document control/administration staff;
 - Jobsite office facilities, temporary utilities, and jobsite vehicles, including mobilization/demobilization of temporary facilities as separately estimated items;
 - General field labor, clean-up requirements, dumpsters, dumping fees, temporary toilets, etc.;
 - Temporary construction facilities or work;
 - Yard support for construction equipment; and
 - Survey, layout, permit, testing, inspection, and insurance costs.
- Contingency that is applied to an estimate during the pre-construction phase is based on an assessment of risk at each design phase, and it may be divided into several categories.
 - Design development contingency to cover relatively minor changes in details, specifications, quantities, etc. from early design to 100 percent construction documents
 - Estimate contingency to cover potential variances from what was estimated for materials and subcontracts compared to what was the actual cost of said materials and subcontracts
 - Allowances for known items that cannot specifically be quantified and/or priced until further progress in design
 - Construction phase contingency for variations related to crew productivity, schedule impacts, etc. from what was originally estimated
- Mobilization/demobilization costs are allocated as follows:
 - Mobilization/demobilization of self-performed construction equipment is considered a direct cost.
 - Mobilization/demobilization of jobsite office trailers, furniture, equipment, and personnel is considered an indirect cost. This also includes temporary utilities and elements required to begin construction, such as permits.

- Home-office overhead is defined as home-office company overhead, including office facilities, management, subsidized insurance programs, paid vacation, etc.
- Field-office overhead is defined as items including jobsite office facilities, temporary utilities, and jobsite vehicles, including mobilization/demobilization of temporary facilities as separately estimated items.
- Profit is defined as the operating margin or the dollar amount remaining after all direct and overhead costs are paid.
- The Construction Management Fee percentage is defined as profit and home office overhead (all auditable costs that are allocated to all projects), but not field office overhead or field office direct expenses.
- Escalation shall be dealt with as follows:
 - Estimates will be based on wage rates and material costs for the current year at the time of pricing. Cost is added to cover normal expected increases for expenditures beyond the pricing baseline.
 - There are various methods for calculating escalation. The most accurate for labor increases is to manpower-load the construction schedule for all labor types and add agreed upon dollar increases for each calendar period in which each apply.
- Exclusions are defined as items associated with the Project but provided by others. This may include items provided by:
 - The RTC
 - Utility companies
 - Local agencies
 - Work done by adjacent contractors

EXHIBIT B
KEY PERSONNEL

SECTION 4.2.I: Form KP: Key Personnel

Form KP Key Personnel Information

Name of Proposer: Granite Construction Company

Position	Name	Years of Exper.	Education/Registration	Parent Firm Name	% of Time Dedicated to Project
Project Manager	BRIAN ROLL	29	B.S., Construction Engineering Management, Oregon State University	Granite Construction Company	100% Pre-con 100% Construction
Environmental Manager	TINA MUDD	18	M.A. in Political Science/Environmental Policy Analysis, University of Nevada, Reno	Granite Construction Company	75% Pre-con 50% Construction
Lead Estimator	TIM ROSS	25	B.S. Civil Engineering, Loyola Marymount University, Los Angeles, CA	Granite Construction Company	75% Pre-con 25% Construction
Pre-construction Services/Utilities Manager	TAYLOR POLAN	17	B.S., Construction Management, California State University, Chico, CA	Granite Construction Company	75% Pre-con 15% Construction
Construction Manager	BRIAN WING	18	B.S., Construction Management, Sacramento State University, CA	Granite Construction Company	75% Pre-con 90% Construction

Use additional sheets when needed.

****Our team is committed 100% to the Arlington Avenue Bridges Project.***

EXHIBIT C
COMPENSATION

Arlington Avenue Bridges CMAR Granite Construction

Exhibit C - Compensation

Fully loaded hourly rate		\$ 209.86	\$ 209.86	\$ 209.86	\$ 158.79	\$ 158.79
Name		Brain Roll	Taylor Polan	Tim Ross	Brian Wing	Tina Mudd
Description		Project Manager	Pre-Construction Services Mgr.	Chief Estimator	Construction Manager	Environmental Manager
Task No.	Task					
0.0	General Project Management					
0.1	General project management	80	80	80	40	40
0.2	Public outreach - stakeholder meetings	8	8			8
0.3	Additional preconstruction site investigation					
1.0	Project Team Kickoff Workshop					
1.1	Prepare for and attend project team kickoff workshop	8	8	4	4	4
2.0	Partnering					
3.1	Initial partnering meeting	2	2	2	2	2
3.2	Partnering meeting #2	1	1	1	1	1
3.3	Partnering Meeting #3	1	1	1	1	1
3.0	Initial Approach to Schedule and Cost Meeting					
3.1	Prepare for and attend initial approach to cost / schedule meeting	6	6	4	4	4
3.2	Additional approach to cost and schedule meetings as needed	36	36	18	18	18
4.0	Project Meetings and Document Review					
4.1	Plan and specification clarifications	16	16	16	16	
4.2	Schedule analysis	16	16	16	16	
4.3	Phasing/sequencing analysis	4	8	8	8	
4.4	Constructability and biddability analysis	4	16	16	16	16
4.5	Availability of materials		4	4		
4.6	Cost/benefit analysis		8	8		
4.7	Maintenance of traffic		4	4	4	
4.8	Staging site access needs		4	4	4	
4.9	Third party impact mitigation and avoidance strategies	4	4			4
4.11	Value analysis and innovation	8	8	8	8	8
4.12	Risk identification and mitigation	8	8	8	8	8
4.13	NEPA comments					16
4.14	Permit requirements					16
5.0	Risk Management					
5.1	Prepare for and attend design/risk/innovation workshop 90%	12	12	12	12	12
5.2	Prepare for and attend design/risk/innovation workshop 100%	12	12	12	12	12
6.0	Innovation Management					
6.1	Value engineering and documentation process (DART)	16	16	16	16	4
7.0	Construction Schedule Development					
7.1	Preconstruction schedule development and updates	4	16			4
7.2	Construction schedule development 90%	4	16	4	4	
7.3	Construction schedule development 100%	2	4	2	2	
7.4	Construction schedule development GMP	2	4	2	2	
8.0	Construction Cost Estimate Development					
8.1	90% Quantity reconciliation deliverable	2	2	8		
8.2	Develop and internal review of 90% OPCC	8	40	40	8	8
8.3	90% OPCC review meeting	8	8	8	8	8
8.4	90% OPCC reconciliation re-submit (if necessary)	2	2	2	2	
8.5	100% Quantity reconciliation deliverable	2	2	8		
8.6	Develop and internal review of 100% OPCC	8	16	16	8	8
8.7	100% OPCC review meeting	8	8	8	8	8
8.8	100% OPCC reconciliation re-submit (if necessary)	2	2	2	2	

**Arlington Avenue Bridges CMAR
Granite Construction**

Exhibit C - Compensation

Fully loaded hourly rate		\$ 209.86	\$ 209.86	\$ 209.86	\$ 158.79	\$ 158.79
Name		Brain Roll	Taylor Polan	Tim Ross	Brian Wing	Tina Mudd
Description		Project Manager	Pre-Construction Services Mgr.	Chief Estimator	Construction Manager	Environmental Manager
9.0	Development of Subcontracting Plan					
9.1	Develop and submit subcontracting plan	4	8	4		
9.2	Subcontractor prequalification's round #1		8			
9.3	Subcontractor prequalification's round #2		8			
9.4	Develop and submit subcontractor selection criteria					
9.5	Solicit subcontractors					
9.6	Subcontractor bid opening and selection	8	8	8		
10.0	Development of DBE Performance Plan					
10.1	Development and submittal of DBE performance plan	4	8	4		
10.2	DBE outreach and solicitation		4			
11.0	Preconstruction Work (As Applicable)					
11.1	Provide necessary documentation and attend meetings for permits and permissions necessary for construction	4	4			24
11.2	Other design-related activities as needed	4	4	4	4	4
12.0	Construction GMP Bid					
12.1	Develop and submit construction GMP	8	8	8		
13.0	Development of Additional Plans					
13.1	Prepare and submit construction plan	8	8	8	8	8
13.2	Prepare and submit pedestrian access plan	8	8	8	8	8
13.3	Prepare and submit river diversion and access plan	8	8	8	8	8
	Subtotal	350	482	394	262	262
	Total Labor	350	482	394	262	262
	% of Commitment Throughout Pre-Construction (Based on 9 Months @ 160 Hours / Month = 1,440 Hrs.)	24%	33%	27%	18%	18%
	Total Labor Cost	\$ 73,451.00	\$ 101,152.52	\$ 82,684.84	\$ 41,602.98	\$ 41,602.98
	Total ODC					
	Total (Rounded)					

**Arlington Avenue Bridges CMAR
Granite Construction**

Exhibit C - Compensation

Fully loaded hourly rate		\$ 241.31	\$ 209.86	\$ 158.79	\$ 120.01	\$ 158.79
Name		Chris Burke	Eric Wells	Dylan Stutters	Maddison Cyr	Brandon Carlson
Description		Regional Vice President	ABC Subject Matter Expert	Quality Manager	Environmental Engineer	Safety Manager
Task No.	Task					
0.0	General Project Management					
0.1	General project management					
0.2	Public outreach - stakeholder meetings					
0.3	Additional preconstruction site investigation					
1.0	Project Team Kickoff Workshop					
1.1	Prepare for and attend project team kickoff workshop					
2.0	Partnering					
3.1	Initial partnering meeting	2				
3.2	Partnering meeting #2	1				
3.3	Partnering Meeting #3	1				
3.0	Initial Approach to Schedule and Cost Meeting					
3.1	Prepare for and attend initial approach to cost / schedule meeting					
3.2	Additional approach to cost and schedule meetings as needed					
4.0	Project Meetings and Document Review					
4.1	Plan and specification clarifications					
4.2	Schedule analysis					
4.3	Phasing/sequencing analysis					
4.4	Constructability and biddability analysis					
4.5	Availability of materials					
4.6	Cost/benefit analysis			8		
4.7	Maintenance of traffic					4
4.8	Staging site access needs					
4.9	Third party impact mitigation and avoidance strategies					
4.11	Value analysis and innovation		8	8		
4.12	Risk identification and mitigation					4
4.13	NEPA comments				8	
4.14	Permit requirements				8	
5.0	Risk Management					
5.1	Prepare for and attend design/risk/innovation workshop 90%					
5.2	Prepare for and attend design/risk/innovation workshop 100%					
6.0	Innovation Management					
6.1	Value engineering and documentation process (DART)		4			
7.0	Construction Schedule Development					
7.1	Preconstruction schedule development and updates					
7.2	Construction schedule development 90%					
7.3	Construction schedule development 100%					
7.4	Construction schedule development GMP					
8.0	Construction Cost Estimate Development					
8.1	90% Quantity reconciliation deliverable					
8.2	Develop and internal review of 90% OPCC					
8.3	90% OPCC review meeting					
8.4	90% OPCC reconciliation re-submit (if necessary)					
8.5	100% Quantity reconciliation deliverable					
8.6	Develop and internal review of 100% OPCC					
8.7	100% OPCC review meeting					
8.8	100% OPCC reconciliation re-submit (if necessary)					

**Arlington Avenue Bridges CMAR
Granite Construction**

Exhibit C - Compensation

Fully loaded hourly rate		\$ 241.31	\$ 209.86	\$ 158.79	\$ 120.01	\$ 158.79
Name	Chris Burke	Eric Wells	Dylan Stutters	Maddison Cyr	Brandon Carlson	
Description	Regional Vice President	ABC Subject Matter Expert	Quality Manager	Environmental Engineer	Safety Manager	
9.0 Development of Subcontracting Plan						
9.1	Develop and submit subcontracting plan					
9.2	Subcontractor prequalification's round #1					
9.3	Subcontractor prequalification's round #2					
9.4	Develop and submit subcontractor selection criteria					
9.5	Solicit subcontractors					
9.6	Subcontractor bid opening and selection					
10.0 Development of DBE Performance Plan						
10.1	Development and submittal of DBE performance plan					
10.2	DBE outreach and solicitation					
11.0 Preconstruction Work (As Applicable)						
11.1	Provide necessary documentation and attend meetings for permits and permissions necessary for construction				32	
11.2	Other design-related activities as needed				40	
12.0 Construction GMP Bid						
12.1	Develop and submit construction GMP					
13.0 Development of Additional Plans						
13.1	Prepare and submit construction plan					4
13.2	Prepare and submit pedestrian access plan					4
13.3	Prepare and submit river diversion and access plan					4
	Subtotal	4	12	16	88	20
	Total Labor	4	12	16	88	20
	% of Commitment Throughout Pre-Construction (Based on 9 Months @ 160 Hours / Month = 1,440 Hrs.)	0%	1%	1%	6%	1%
	Total Labor Cost	\$ 965.24	\$ 2,518.32	\$ 2,540.64	\$ 10,560.88	\$ 3,175.80
	Total ODC					
	Total (Rounded)					

Arlington Avenue Bridges CMAR Granite Construction

Exhibit C - Compensation

Fully loaded hourly rate		\$ 138.10	\$ 120.01	\$ 78.89	
Name	TBD	TBD	Jenn Lyons		
Description	Estimator	Take Off Engineer	Administrative Assistant	Task Hours	
Task No.	Task				
0.0	General Project Management				
0.1	General project management			80	400.00
0.2	Public outreach - stakeholder meetings				24.00
0.3	Additional preconstruction site investigation				-
1.0	Project Team Kickoff Workshop				
1.1	Prepare for and attend project team kickoff workshop				28.00
2.0	Partnering				
3.1	Initial partnering meeting				12.00
3.2	Partnering meeting #2				6.00
3.3	Partnering Meeting #3				6.00
3.0	Initial Approach to Schedule and Cost Meeting				
3.1	Prepare for and attend initial approach to cost / schedule meeting				24.00
3.2	Additional approach to cost and schedule meetings as needed	0			126.00
4.0	Project Meetings and Document Review				
4.1	Plan and specification clarifications				64.00
4.2	Schedule analysis				64.00
4.3	Phasing/sequencing analysis				28.00
4.4	Constructability and biddability analysis				68.00
4.5	Availability of materials				8.00
4.6	Cost/benefit analysis				24.00
4.7	Maintenance of traffic				16.00
4.8	Staging site access needs				12.00
4.9	Third party impact mitigation and avoidance strategies				12.00
4.11	Value analysis and innovation				56.00
4.12	Risk identification and mitigation				44.00
4.13	NEPA comments				24.00
4.14	Permit requirements				24.00
5.0	Risk Management				
5.1	Prepare for and attend design/risk/innovation workshop 90%	12			72.00
5.2	Prepare for and attend design/risk/innovation workshop 100%	12			72.00
6.0	Innovation Management				
6.1	Value engineering and documentation process (DART)				72.00
7.0	Construction Schedule Development				
7.1	Preconstruction schedule development and updates				24.00
7.2	Construction schedule development 90%				28.00
7.3	Construction schedule development 100%				10.00
7.4	Construction schedule development GMP				10.00
8.0	Construction Cost Estimate Development				
8.1	90% Quantity reconciliation deliverable	8	16		36.00
8.2	Develop and internal review of 90% OPCC	40	16		160.00
8.3	90% OPCC review meeting	8			48.00
8.4	90% OPCC reconciliation re-submit (if necessary)				8.00
8.5	100% Quantity reconciliation deliverable	8	8		28.00
8.6	Develop and internal review of 100% OPCC				56.00
8.7	100% OPCC review meeting	8			48.00
8.8	100% OPCC reconciliation re-submit (if necessary)				8.00

**Arlington Avenue Bridges CMAR
Granite Construction**

Exhibit C - Compensation

Fully loaded hourly rate		\$ 138.10	\$ 120.01	\$ 78.89	
Name		TBD	TBD	Jenn Lyons	
Description		Estimator	Take Off Engineer	Administrative Assistant	Task Hours
9.0 Development of Subcontracting Plan					
9.1	Develop and submit subcontracting plan				16.00
9.2	Subcontractor prequalification's round #1			8	16.00
9.3	Subcontractor prequalification's round #2			8	16.00
9.4	Develop and submit subcontractor selection criteria				-
9.5	Solicit subcontractors			4	4.00
9.6	Subcontractor bid opening and selection			4	28.00
10.0 Development of DBE Performance Plan					
10.1	Development and submittal of DBE performance plan				16.00
10.2	DBE outreach and solicitation			16	20.00
11.0 Preconstruction Work (As Applicable)					
11.1	Provide necessary documentation and attend meetings for permits and permissions necessary for construction		16		80.00
11.2	Other design-related activities as needed		20		80.00
12.0 Construction GMP Bid					
12.1	Develop and submit construction GMP				24.00
13.0 Development of Additional Plans					
13.1	Prepare and submit construction plan		8		52.00
13.2	Prepare and submit pedestrian access plan		8		52.00
13.3	Prepare and submit river diversion and access plan		8		52.00
	Subtotal	96	100	120	2,206.00
	Total Labor	96	100	120	2,206.00
	% of Commitment Throughout Pre-Construction (Based on 9 Months @ 160 Hours / Month = 1,440 Hrs.)	7%	7%	8%	
	Total Labor Cost	\$ 13,257.60	\$ 12,001.00	\$ 9,466.80	
	Total ODC				
	Total (Rounded)				

**Arlington Avenue Bridges CMAR
Granite Construction**

Exhibit C - Compensation

Fully loaded hourly rate					
Name					
Description		Task Cost	Other Direct Costs	Travel Expenses	ODC Explanations
Task No.	Task				
0.0 General Project Management					
0.1	General project management	\$ 69,380.80			
0.2	Public outreach - stakeholder meetings	\$ 4,628.08			
0.3	Additional preconstruction site investigation	\$ -	\$ 30,000.00		Potholing and geotechnical investigation
1.0 Project Team Kickoff Workshop					
1.1	Prepare for and attend project team kickoff workshop	\$ 5,467.52			
2.0 Partnering					
3.1	Initial partnering meeting	\$ 2,376.94	\$ 15,000.00		Partnering facilitator
3.2	Partnering meeting #2	\$ 1,188.47			
3.3	Partnering Meeting #3	\$ 1,188.47			
3.0 Initial Approach to Schedule and Cost Meeting					
3.1	Prepare for and attend initial approach to cost / schedule meeting	\$ 4,628.08			
3.2	Additional approach to cost and schedule meetings as needed	\$ 24,603.84			
4.0 Project Meetings and Document Review					
4.1	Plan and specification clarifications	\$ 12,613.92			
4.2	Schedule analysis	\$ 12,613.92			
4.3	Phasing/sequencing analysis	\$ 5,467.52			
4.4	Constructability and biddability analysis	\$ 12,636.24			
4.5	Availability of materials	\$ 1,678.88			
4.6	Cost/benefit analysis	\$ 4,628.08			
4.7	Maintenance of traffic	\$ 2,949.20			
4.8	Staging site access needs	\$ 2,314.04			
4.9	Third party impact mitigation and avoidance strategies	\$ 2,314.04			
4.11	Value analysis and innovation	\$ 10,526.48			
4.12	Risk identification and mitigation	\$ 8,212.44			
4.13	NEPA comments	\$ 3,500.72			
4.14	Permit requirements	\$ 3,500.72			
5.0 Risk Management					
5.1	Prepare for and attend design/risk/innovation workshop 90%	\$ 13,023.12			
5.2	Prepare for and attend design/risk/innovation workshop 100%	\$ 13,023.12			
6.0 Innovation Management					
6.1	Value engineering and documentation process (DART)	\$ 14,088.52			
7.0 Construction Schedule Development					
7.1	Preconstruction schedule development and updates	\$ 4,832.36			
7.2	Construction schedule development 90%	\$ 5,671.80			
7.3	Construction schedule development 100%	\$ 1,996.46			
7.4	Construction schedule development GMP	\$ 1,996.46			
8.0 Construction Cost Estimate Development					
8.1	90% Quantity reconciliation deliverable	\$ 5,543.28			
8.2	Develop and internal review of 90% OPCC	\$ 28,452.48			
8.3	90% OPCC review meeting	\$ 8,682.08			
8.4	90% OPCC reconciliation re-submit (if necessary)	\$ 1,576.74			
8.5	100% Quantity reconciliation deliverable	\$ 4,583.20			
8.6	Develop and internal review of 100% OPCC	\$ 10,935.04			
8.7	100% OPCC review meeting	\$ 8,682.08			
8.8	100% OPCC reconciliation re-submit (if necessary)	\$ 1,576.74			

**Arlington Avenue Bridges CMAR
Granite Construction**

Exhibit C - Compensation

Fully loaded hourly rate					
Name					
Description					
		Task Cost	Other Direct Costs	Travel Expenses	ODC Explanations
9.0	Development of Subcontracting Plan				
9.1	Develop and submit subcontracting plan	\$ 3,357.76			
9.2	Subcontractor prequalification's round #1	\$ 2,310.00	\$ 5,000.00		Costs for advertisement in trade publications, local news papers
9.3	Subcontractor prequalification's round #2	\$ 2,310.00	\$ 5,000.00		Costs for advertisement in trade publications, local news papers
9.4	Develop and submit subcontractor selection criteria	\$ -			
9.5	Solicit subcontractors	\$ 315.56			
9.6	Subcontractor bid opening and selection	\$ 5,352.20			
10.0	Development of DBE Performance Plan				
10.1	Development and submittal of DBE performance plan	\$ 3,357.76			
10.2	DBE outreach and solicitation	\$ 2,101.68			
11.0	Preconstruction Work (As Applicable)				
11.1	Provide necessary documentation and attend meetings for permits and permissions necessary for construction	\$ 11,250.32			
11.2	Other design-related activities as needed	\$ 10,989.24			
12.0	Construction GMP Bid				
12.1	Develop and submit construction GMP	\$ 5,036.64			
13.0	Development of Additional Plans				
13.1	Prepare and submit construction plan	\$ 9,172.52			
13.2	Prepare and submit pedestrian access plan	\$ 9,172.52			
13.3	Prepare and submit river diversion and access plan	\$ 9,172.52			
	Subtotal	\$ 394,980.60	\$ 55,000.00	\$ -	
	Total Labor	\$ 394,980.60			
	% of Commitment Throughout Pre-Construction (Based on 9 Months @ 160 Hours / Month = 1,440 Hrs.)				
	Total Labor Cost	\$ 394,980.60			
	Total ODC		\$ 55,000.00	\$ -	
	Total (Rounded)				

**Arlington Avenue Bridges CMAR
Granite Construction**

Exhibit C - Compensation

Fully loaded hourly rate

Name		
Description		Comments
Task No.	Task	
0.0	General Project Management	
0.1	General project management	
0.2	Public outreach - stakeholder meetings	
0.3	Additional preconstruction site investigation	
1.0	Project Team Kickoff Workshop	
1.1	Prepare for and attend project team kickoff workshop	
2.0	Partnering	
3.1	Initial partnering meeting	
3.2	Partnering meeting #2	
3.3	Partnering Meeting #3	
3.0	Initial Approach to Schedule and Cost Meeting	
3.1	Prepare for and attend initial approach to cost / schedule meeting	
3.2	Additional approach to cost and schedule meetings as needed	9 months of preconstruction = 36 weeks
4.0	Project Meetings and Document Review	
4.1	Plan and specification clarifications	
4.2	Schedule analysis	
4.3	Phasing/sequencing analysis	
4.4	Constructability and biddability analysis	
4.5	Availability of materials	
4.6	Cost/benefit analysis	
4.7	Maintenance of traffic	
4.8	Staging site access needs	
4.9	Third party impact mitigation and avoidance strategies	
4.11	Value analysis and innovation	
4.12	Risk identification and mitigation	
4.13	NEPA comments	
4.14	Permit requirements	
5.0	Risk Management	
5.1	Prepare for and attend design/risk/innovation workshop 90%	
5.2	Prepare for and attend design/risk/innovation workshop 100%	
6.0	Innovation Management	
6.1	Value engineering and documentation process (DART)	
7.0	Construction Schedule Development	
7.1	Preconstruction schedule development and updates	
7.2	Construction schedule development 90%	
7.3	Construction schedule development 100%	
7.4	Construction schedule development GMP	
8.0	Construction Cost Estimate Development	
8.1	90% Quantity reconciliation deliverable	
8.2	Develop and internal review of 90% OPCC	
8.3	90% OPCC review meeting	
8.4	90% OPCC reconciliation re-submit (if necessary)	
8.5	100% Quantity reconciliation deliverable	
8.6	Develop and internal review of 100% OPCC	
8.7	100% OPCC review meeting	
8.8	100% OPCC reconciliation re-submit (if necessary)	

**Arlington Avenue Bridges CMAR
Granite Construction**

Exhibit C - Compensation

Fully loaded hourly rate		
Name		
Description		Comments
9.0	Development of Subcontracting Plan	
9.1	Develop and submit subcontracting plan	
9.2	Subcontractor prequalification's round #1	
9.3	Subcontractor prequalification's round #2	
9.4	Develop and submit subcontractor selection criteria	
9.5	Solicit subcontractors	
9.6	Subcontractor bid opening and selection	
10.0	Development of DBE Performance Plan	
10.1	Development and submittal of DBE performance plan	
10.2	DBE outreach and solicitation	
11.0	Preconstruction Work (As Applicable)	
11.1	Provide necessary documentation and attend meetings for permits and permissions necessary for construction	
11.2	Other design-related activities as needed	
12.0	Construction GMP Bid	
12.1	Develop and submit construction GMP	
13.0	Development of Additional Plans	
13.1	Prepare and submit construction plan	
13.2	Prepare and submit pedestrian access plan	
13.3	Prepare and submit river diversion and access plan	
	Subtotal	
	Total Labor	
	% of Commitment Throughout Pre-Construction (Based on 9 Months @ 160 Hours / Month = 1,440 Hrs.)	
	Total Labor Cost	
	Total ODC	
	Total (Rounded)	\$ 449,980.60

EXHIBIT D
PARTNERING PROCESS

Partnering Process

For the benefit of the Contractor, the RTC, and, potentially, other members of the Project Team, the formation of a partnering relationship will be established in order to effectively complete the Project. The purpose of this relationship is to maintain cooperative communication and mutually resolve conflicts at the lowest responsible management level. The establishment of the partnering relationship will not change or modify the terms and conditions of this Agreement.

A written invitation to enter into a partnering relationship will be sent after Agreement execution. Respond within fifteen (15) days to accept the invitation and request the initial, and any additional, partnering workshops. After the RTC's Project Manager receives the request, the RTC shall select a partnering facilitator to offer a partnering evaluation survey, schedule the initial partnering workshop, select the initial workshop site and duration, and agree to other workshop administrative details. In addition to the Contractor and the RTC, other members of the Project Team may participate in the partnering sessions and workshops. Additional partnering workshops may, in the RTC's sole discretion, be required throughout the life of this Agreement.

When requested by either the RTC or the Contractor, a partnering trainer will conduct a one (1) day training session in partnering skills development for Project Team representatives before the initial partnering workshop. The Project Team members will cooperatively schedule the training session, obtain a professional trainer, and select a training site. This training session shall be a separate session from the initial partnering workshop and shall be conducted locally.

The Project Team members participating in the partnering process shall establish a partnering team consisting of significant contributors from the Contractor, the RTC, and other consultants and service providers engaged by the RTC who are participating in the partnering process and performing services related to the Project.

In implementing partnering, the Contractor and the RTC's Project Manager shall manage the Project by:

- a. Using early and regular communication with Project Team members.
- b. Establishing and maintaining a relationship of shared trust, equity, and commitment.
- c. Identifying, quantifying, and supporting attainment of mutual goals.
- d. Developing strategies for using risk management concepts.
- e. Implementing timely communication and decision making.
- f. Resolving potential problems at the lowest possible level to avoid negative impacts.
- g. Holding periodic partnering meetings and workshops as appropriate to maintain partnering relationships and benefits throughout the term of this Agreement.
- h. Establishing periodic joint evaluations of the partnering process and attainment of mutual goals.

The RTC encourages the partnering team to exhaust the use of partnering in dispute resolution and the use of the escalation ladder for dispute resolution.

EXHIBIT E
INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONTRACTORS 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

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

- A. Negligence, errors, omissions, recklessness or intentional misconduct of CONTRACTOR or CONTRACTOR's agents, employees, officers, directors, subconsultants, or anyone else for whom CONTRACTOR may be legally responsible, which are based upon or arising out of the professional services of CONTRACTOR; 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 CONTRACTOR 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 CONTRACTOR.

CONTRACTOR 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 CONTRACTOR or CONTRACTOR's agents, employees, officers, directors, subconsultants, or anyone else for whom CONTRACTOR may be legally responsible, which are not based upon or arising out of the professional services of CONTRACTOR.

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

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

If the Indemnitees are involved in defending actions of CONTRACTOR or anyone else for whom CONTRACTOR is legally responsible, CONTRACTOR 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 CONTRACTOR'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONTRACTOR.

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

In the event of a violation or an infringement under paragraph 2.B above and the use is enjoined, CONTRACTOR, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, its subconsultants, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

CONTRACTOR 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. CONTRACTOR 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

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and the insurance carrier. RTC reserves the right to require that CONTRACTOR'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 CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

If CONTRACTOR, 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.

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

EXHIBIT F
FEDERALLY REQUIRED CLAUSES

1. PROMPT PAYMENT PROVISION

Contractor shall pay each subcontractor for satisfactory performance of the subcontractor's contract no later than **10** days from the receipt of each payment the prime contractor receives from the RTC. Contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(2), if applicable. For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the subcontractor's scope of work as described in the contract documents; (b) Receipt of payment for subcontractor's scope of work; (c) Release of claims from subcontractor's laborers, material and equipment suppliers, and lower tier subcontractors; (d) Payment, if applicable, of all union benefits or to employee trust accounts.

2. NONDISCRIMINATION

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

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

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

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

D. Information and Reports. Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, Contractor must so certify to RTC, and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments

to Contractor under the Contract until Contractor complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

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

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

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

therefrom.

5. INTEREST OF PUBLIC OFFICIALS

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

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

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

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

- (1) Race. Color. Creed. National Origin. Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, Contractor agrees that it will comply with

the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

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

7. INELIGIBLE CONTRACTORS

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

8. NOTICE OF FEDERAL REQUIREMENTS

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

9. THIRD-PARTY RIGHTS

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

10. RECORDS RETENTION: AUDIT AND INSPECTION OF RECORDS

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

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

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

of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

14. REPORTING REQUIREMENTS

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

USDOT Standard Title VI/Non-Discrimination Assurances – APPENDIX A

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

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

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

USDOT Standard Title VI/Non-Discrimination Assurances – APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

EXHIBIT G
FEDERAL CERTIFICATIONS AND AFFIDAVITS

SECTION 4.2.H: Form IC: Certificate Regarding Ineligible Contractors

Form IC Certificate Regarding Ineligible Contractors

Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion From Transactions Financed In Part By The U.S. Government

I, Chris Burke, VP Nevada Region, hereby
(Name of Certifying Officer) (Title of Certifying Officer)

certify that Granite Construction Company;
(Name of Contractor)

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in RTC RFP No. 23-15;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; **PLEASE REFERENCE ATTACHED DISCLOSURE.**
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Principal Participant is unable to certify to any of the statements in this certification, such prospective Principal Participant shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Granite Construction Company

Name of Contractor

1900 Glendale Avenue

Street Address of Contractor

Sparks, NV 89431

City, State, Zip


Signature

(775) 358-8792

Telephone Number of Contractor



(Note: The above certification merely certifies that a Proposer and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.)

SECTION 4.2.K: Form NC: Non-Collusion Affidavit

**Form NC
Non-Collusion Affidavit**

STATE OF Washoe

COUNTY OF Nevada

The undersigned, being first duly sworn, deposes and says that Chris Burke is the VP, Nevada Region of Granite Construction Company, the entity making the foregoing Proposal. (If the Proposal is a Joint Venture, Partnership, etc., please revise this paragraph to include all signature authorities.)

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any element of the Proposal of the Proposer or any other Proposer, or to secure any advantage against the RTC of anyone interested in the proposed Pre-Construction Services Agreement and potential Construction Contract; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its Proposal, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository or any member or agent thereof to effectuate a collusive or sham Proposal.

[Signature]
Signature

Chris Burke
Printed Name

VP, Nevada Region
Title

Granite Construction Company
Company Name



Subscribed and sworn to before me this 30th day of August, 2023.

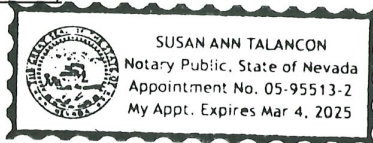
STATE OF Nevada)

) ss.

COUNTY OF Washoe)

Susan Ann Talancon
Notary Public in and for
said County and State

[Seal]



My commission expires: March 4, 2025

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all general partners or joint venture partners of the Proposer.]

SECTION 4.2.J: Form LC: Lobbying Certificate

Form LC Lobbying Certificate

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each expenditure or failure.]

The Proposer, Granite Construction Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Granite Construction Company

Signature: 

Print Name: Chris Burke

Title: VP, Nevada Region

Date: 8/30/2023



NOTE: THE PROPOSER IS REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000.00 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000.00 OR MORE UNDER THIS CONTRACT.

SECTION 4.2.C: Form BAC: Buy America Certificate

Form BAC Buy America Certificate

Compliance with Buy America and Build America, Buy America Requirements

The Construction Manager shall comply with the Federal Highway Administration (FHWA) Buy America requirements in 23 CFR 635.410, which permits FHWA participation in the Contract only if permanently incorporated steel and/or iron materials be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials prior to their use. Do not incorporate any foreign steel materials into the project without approval.

To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with the Buy America requirements as specified above. Submit the certification prior to installation of the material. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin.

Certificate of Compliance

The Construction Manager hereby certifies that it will comply with the requirements of the Infrastructure and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52), 23 U.S.C. 313, and the applicable regulations in 23 CFR 635.410.

Date: 8/30/2023

Signature: 

Construction Manager's Name: Chris Burke

Title: VP, Nevada Region





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.5.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Snow and Ice Removal during the 2023-24 Winter Season

RECOMMENDED ACTION

Approve a contract with M4 Engineering, LLC to perform ice and snow removal services at Fourth Street Station, Centennial Plaza Station, and RTC's Administrative Building during the 2023-24 winter season, in an amount not-to-exceed \$214,704.

BACKGROUND AND DISCUSSION

The RTC issued a Request for Proposal (RFP) in August 2023 for snow and ice removal at three RTC locations: 4th Street Station, Centennial Plaza Station, and RTC's Administrative Building. RTC received one proposal from a qualified firm.

A three-person proposal evaluation team consisting of three RTC employees reviewed the proposal. The proposal was evaluated based on the criteria set forth in the RFP:

- 40% Qualifications of the Firm
- 20% Staffing and Project Organization
- 30% Work Plan/Project Understanding
- 10% Cost Proposal

Staff is recommending an award to M4 Engineering, LLC.

FISCAL IMPACT

Sales Tax funds are available in the FY 2024 budget for this purchase.

PREVIOUS BOARD ACTION

There has been no previous Board action on this matter.

AGREEMENT FOR SERVICES

Snow and Ice Removal

This agreement (“Agreement”) is dated and effective as of October 20, 2023, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and M4 Engineering (“Contractor”).

1. Term. The term of this agreement shall commence on the effective date above and shall end on October 20, 2024. The parties may agree to amend this Agreement to extend the term for up to two additional years based on the option year pricing listed in Exhibit B. Any such amendment must be approved by the RTC Board of Commissioners prior to execution.

2. Scope of Work. Contractor shall provide all labor, materials and equipment needed to clear snow and ice at each facility on a “per response” basis as described in the scope of work attached as Exhibit A. Contractor shall provide “Snow Haul Off” and “Standby” services on an “hourly” basis, if needed. Contractor shall coordinate services with RTC’s Maintenance Supervisor pursuant to Exhibit A.

3. Compensation.

- a. RTC shall pay Contractor a fixed price “per response” at each facility as identified in Exhibit B. RTC shall pay Contractor for “Snow Haul Off” and “Standby” services at the hourly rates identified in Exhibit B.
- b. The total not-to exceed amount of this Agreement is \$214,704. The total not-to-exceed amount is based on an estimate that up to 42.5 “responses” will be required at each of the three facilities during the season; the actual number of “responses” that will be required is of an indefinite nature.

4. Proceeding with Work. Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.

5. Invoices/Payment.

- a. Contractor shall submit invoices 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.
- b. Each invoice shall include the date of each “response,” the time of day the “response” occurred, the location of the “response,” and the fixed price per “response.” In the event that Contractor provides “Snow Haul Off” or “Standby” services, the invoice shall include the date of the services, the number of actual hours spent to provide the services using increments of 0.5 hours, the applicable hourly rate, and the resulting price of the services.

6. Legal/Regulatory Compliance.

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

7. Insurance. Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

8. Indemnification. Contractor's obligations are set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

9. Termination.

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

10. Rights, Remedies and Disputes

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material

breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.

- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

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

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

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

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

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

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

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

18. 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.

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

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

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

M4 Engineering

BY: _____
Mike McGraw, Managing Member

SAMPLE

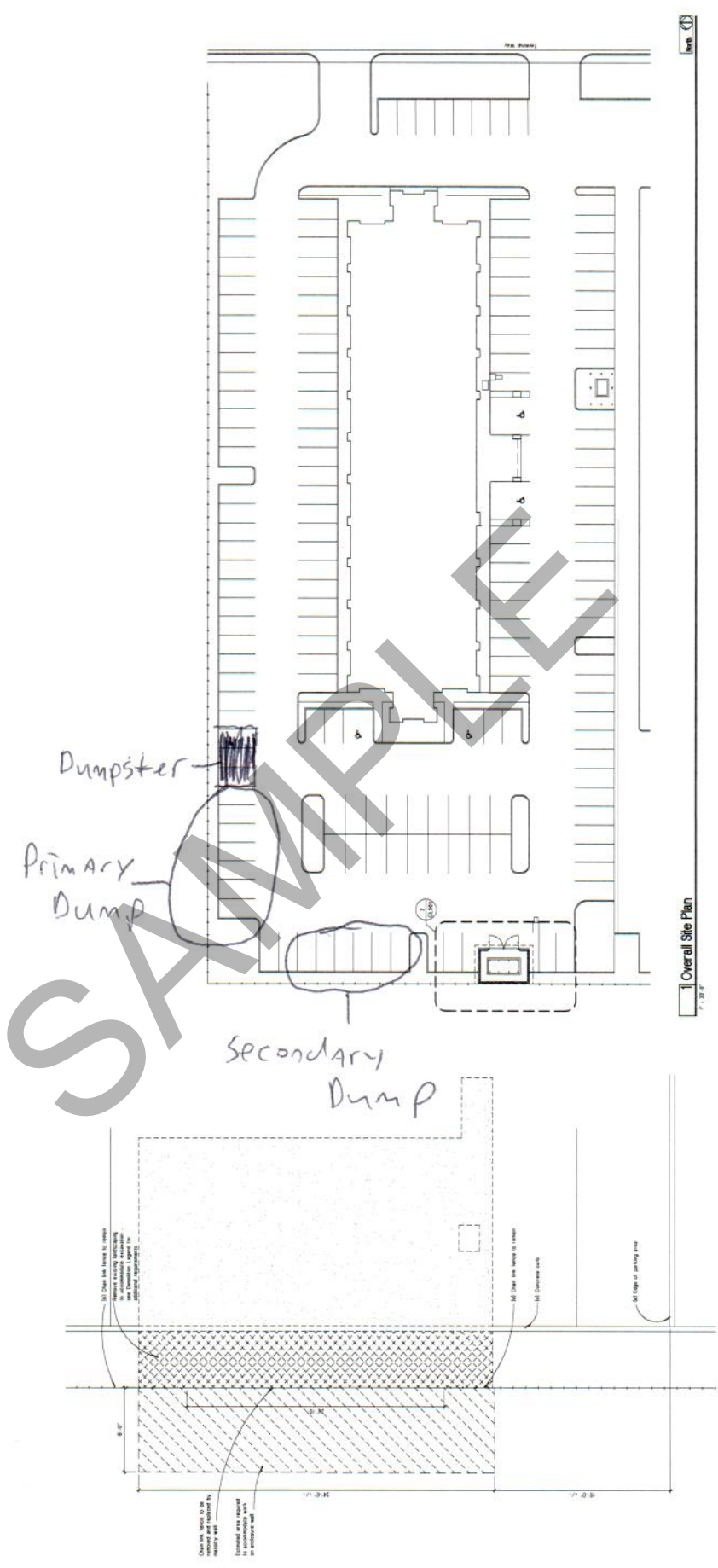
EXHIBIT A
SCOPE OF WORK

1. Respond to properties when 1/2-inch amount of snow and/or ice has accumulated on sidewalks and/or on parking lots.
2. Primary task is to clear snow and spread sufficient ice melt on sidewalks, walkways and any entrance or exit points for buildings and buses. Secondary task would be plowing and deicing the parking lots and bus travel lanes. Both tasks may be done simultaneously.
3. PRIORITY for response is as follows (within two hours of notification and /or observed snowfall)

4. 1105 Terminal Way, Reno -RTC Admin Building - (see snow dump location in the following page).	RTC begins Operation at this Location at 6 a.m., Monday through Friday. Therefore, all work must be completed no later than 6 a.m. Monday through Friday.
5. 200 E. 4 th St., Reno, NV 89501 – “Fourth Street Station” – (see snow dump location in the following page)	RTC Operations are 24 hours a day; 7 days a week at this facility and clearing of snow and ice cannot prevent normal operations.
6. 1421 Victorian Ave., Sparks NV 89431 – “Centennial Plaza” - (see snow dump location in the following page)	RTC Operations are 24 hours a day; 7 days a week at this facility and clearing of snow and ice cannot prevent normal operations.

7. If snow continues to accumulate, after the initial visit, repeat visits will be required.
8. We do not anticipate it happening but there must be a contingency plan for removing excess snow from locations should the dump points become full.
9. Contractor must provide an emergency contact number for communications during a snow or ice event. Contractor will coordinate services with RTC Maintenance Supervisor, Mark Schlador (775) 954-6140. Contractor time cards including labor, materials, and equipment hours to be submitted daily for work activities, submit to mschlador@rtcwashoe.com.
10. Contractor must not damage the RTC properties while cleaning and removing snow from its premises. The contractor shall be liable for all damages or injuries to the person or property to the extent resulting from the contractor’s activities during the course of this agreement.

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Overall Site Plan

2) Partial Demo Plan at Enclosure

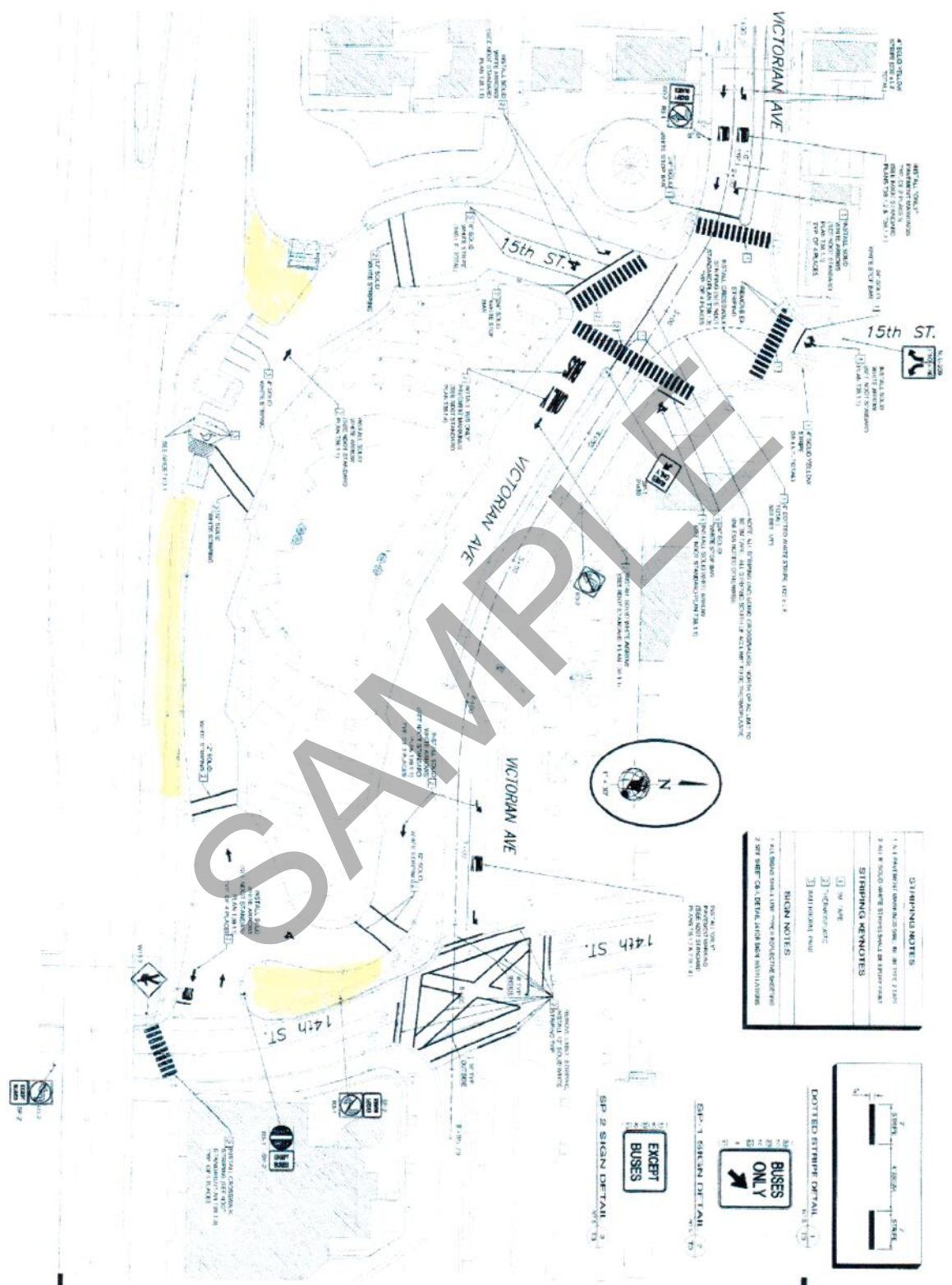

 TCE Plan
 11/27/16
 H+K Project No.: 1413
CL001



**1105 Terminal Way
 Emergency Generator**
 Regional Transportation Commission
 Of Washoe County

H+K ARCHITECTS
 545 Reno Corporate Drive, Suite 100
 Reno, Nevada 89512/202
 P 775-332-6600
 F 775-332-6604
 h+karchitects.com

Consultant: _____
 Designer: _____
 Engineer: _____



SAMPLE

STAIRING NOTES
1. ALL STAIRS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 IBC.
2. ALL STAIRS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 IBC.
STAIRING MEMOROS
1. ALL STAIRS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 IBC.
2. ALL STAIRS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 IBC.
NOTES
1. ALL STAIRS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 IBC.
2. ALL STAIRS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 IBC.



SP 2 SIGN DETAIL

SP 1 SIGN DETAIL

New Transit Centers Project at
Centennial Plaza
 Washoe County
 City of Sparks
 Victorian Avenue

AS-BUILTS

RTG
 REGISTERED TRANSPORTATION CONTRACTOR
 1000 S. WASHINGTON AVENUE, SUITE 100
 SPARKS, NV 89411
 (775) 350-1000

PB PARSONS BRINCKERHOFF
 TRANSPORTATION GROUP
 1000 S. WASHINGTON AVENUE, SUITE 100
 SPARKS, NV 89411
 (775) 350-1000

F&P
 FEHR & PEERS
 ARCHITECTS
 1000 S. WASHINGTON AVENUE, SUITE 100
 SPARKS, NV 89411
 (775) 350-1000

DATE: 01/15/2015
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]
 SHEET NO: T-3

PROJECT NOTES

- 1. SEE GENERAL NOTES FOR ALL NOTES ON THESE SHEETS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

SIGNING & STRIPING NOTES

1. ALL SIGNING AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA.

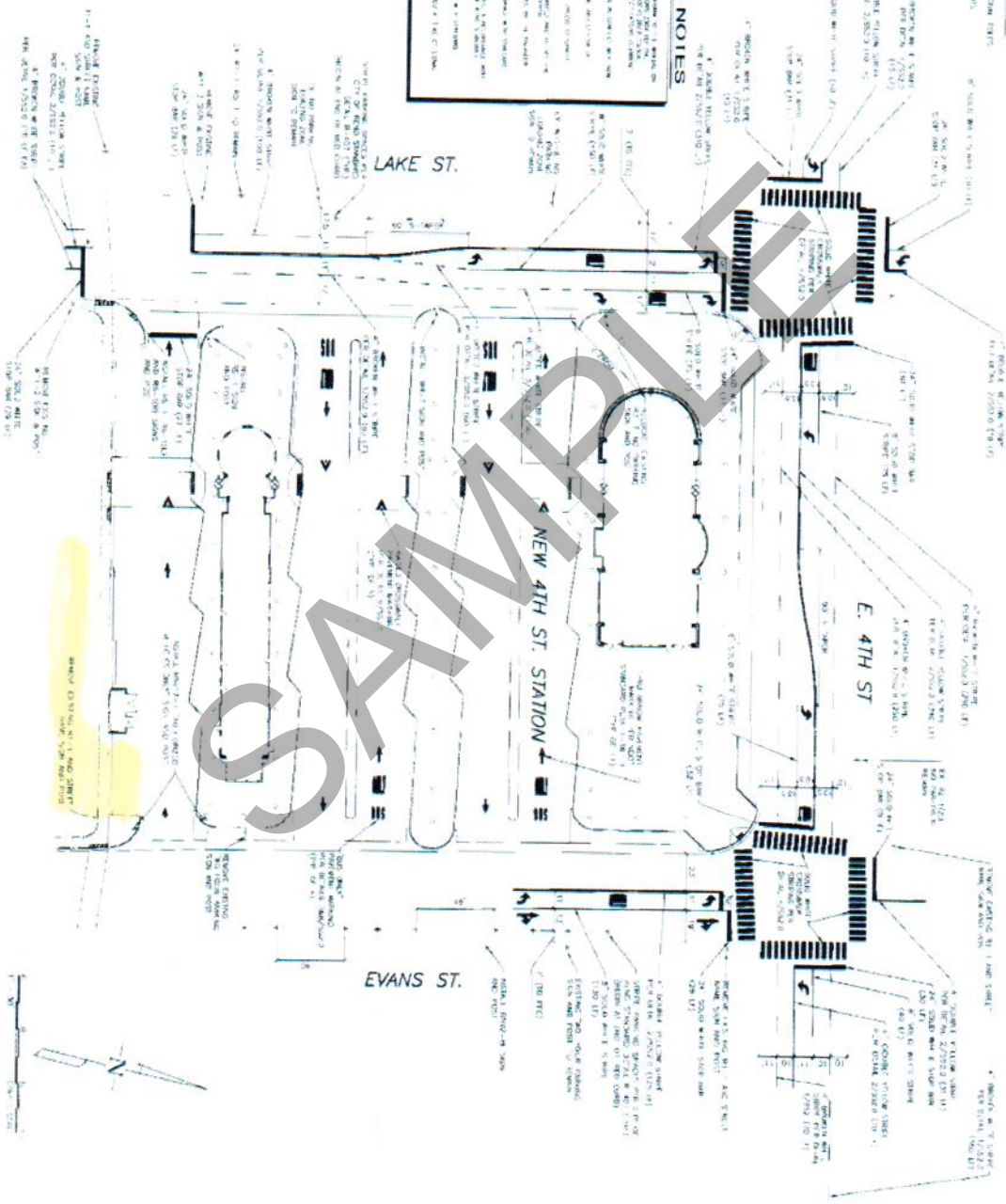
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. ALL SIGNING AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

LEGEND

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ISSUED FOR BID 12-17-08

SS1.0

New Transit Centers Project at:
4th Street Station
 Washoe County
 City of Reno
 Reno, Nevada

RTG

PARSONS BRINCKERHOFF

Paul & Paul



NO.	DESCRIPTION	DATE
1	ISSUED FOR BID	12-17-08
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Exhibit B

RTC COST BREAKDOWN PER 1/2" RESPONSE

(2) 50 Lb Bags Of Ice Melt For Ea 10,000 Sq ft
 Reno 30 Year Snow Avg. 20.9" Or
 42 Average 1/2" Pushes Per Year

1105 Terminal Way Reno Admin Building

Qty.	Desc.	Hrs	Cost	Total	Year One Estimate	Year Two Estimate	Year Three Estimate	
1	Snow Plow / Operator	2	\$125.00	\$250.00				
1	Shovel Laborer	2	\$85.00	\$170.00				
12	Bags Ice Melt	12	\$14.50	\$174.00				
	Per Response			\$594.00	X42 1/2" Pushes	\$24,948.00	\$25,821.00	\$26,724.00

200 E 4th Street Fourth Street Station

Qty.	Desc.	Hrs	Cost	Total	Year One Estimate	Year Two Estimate	Year Three Estimate	
1	Snow Plow / Operator	4	\$125.00	\$500.00				
2	Toro Brush Machine / Operators	8	\$95.00	\$760.00				
2	Shovel Laborers	8	\$85.00	\$680.00				
24	Bags Ice Melt	24	\$14.50	\$348.00				
	Per Response			\$2,288.00	X42 1/2" Pushes	\$96,096.00	\$99,459.00	\$102,940.00

1421 Victorian Square Centennial Plaza

Qty.	Desc.	Hrs	Cost	Total	Year One Estimate	Year Two Estimate	Year Three Estimate	
1	Snow Plow / Operator	4	\$125.00	\$500.00				
2	Toro Brush Machine / Operators	8	\$95.00	\$760.00				
2	Shovel Laborers	8	\$85.00	\$680.00				
20	Bags Ice Melt	20	\$14.50	\$290.00				
	Per Response			\$2,230.00	X42 1/2" Pushes	\$93,660.00	\$96,938.00	\$100,330.00
	Total All 3			\$5,112.00	Yearly Totals	\$214,704.00	\$222,218.00	\$229,994.00

Snow Haul Off Rates Per Hour

1	Loader and Operator	\$200.00
1	End Dump	\$150.00
Total		\$350.00

Standby Hourly Rate For All Removal Crew:

1	Standby Rate Per Hour	\$960.00
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Standby is anytime our crew is required to be onsite for quick response and not actively removing snow or applying ice melt.

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

2022-03-09 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

Contractor 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. CONTRACTOR 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. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County as additional insureds under its commercial general liability policy subject to the same requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any sub-

consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for 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, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

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

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

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

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

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

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

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

Continuing Completed Operations Liability Insurance. CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.5.2

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: BRT Signage Passenger Information Displays

RECOMMENDED ACTION

Approve a contract with Trapeze Software Group, Inc., dba Vontas, for the purchase of thirty-eight (38) Message Point Media passenger information displays, in an amount not-to-exceed \$568,560.

BACKGROUND AND DISCUSSION

This is a sole source procurement from RTC's automatic vehicle locator (AVL) provider. The Message Point Media passenger information displays are configured to work directly with RTC's system providing real-time information to our passengers at the Bus Rapid Transit (BRT) stations. These displays are necessary as they are replacing signage from the NextBus system that has been decommissioned.

This item supports Strategic Roadmap Goal #1, "Valued Public Transportation."

FISCAL IMPACT

Federal funds are available in the FY 2024 budget for this purchase.

PREVIOUS BOARD ACTION

There has been no previous Board action on this matter.



September 27, 2023

Regional Transportation Commission of Washoe County
Attn: Jim Gee
2050 Villanova Dr
Reno, NV 89502

REFERENCE: Firm Quote Number 177623HQ for TransitMaster™ Wayside Signs

Dear Jim,

As requested by the Regional Transportation Commission of Washoe County ("RTC" or "Buyer"), Trapeze Software Group, Inc. dba Vontas ("Vontas" or "Seller" or "Contractor") is pleased to provide this firm fixed price quote for thirty-eight (38) Message Point Media passenger information displays ("Firm Quote").

This Firm Quote is subject to the terms and conditions contained in Attachments 2, 5, and 6, and is based on the following requirements:

- 1) Delivery of equipment shall occur approximately sixteen (16) weeks after Vontas' acceptance of RTC's purchase order. Lead times may vary due to current global supply chain.
- 2) Delivery of services shall be as mutually agreed upon between the two (2) parties after Vontas' acceptance of RTC's purchase order.
- 3) Payment milestones have been set forth in Attachment 3, Price and Payment Milestones. Applicable taxes will be assessed. If RTC is tax exempt, a copy of the applicable tax exemption certifications must accompany the RTC purchase order.
- 4) Vontas is only responsible for the labor as described in Attachment 4, Statement of Work.
- 5) The parties agree that the parts sold hereunder shall not be installed by Vontas. RTC specifically acknowledges and agrees that it is solely responsible for any installation work and agrees that improper installation may result in damage to property, serious personal injury, including death, and could potentially void the product warranty. Vontas does not warrant the installation work and specifically disclaims any and all liability, including any incidental or consequential damages of any kind, resulting from the installation work done by anyone other than Vontas. Any warranty given herein is only with respect to the parts procured and Vontas does not provide any additional warranties, either explicit or implied.
- 6) Notwithstanding the anything in Attachment 6 to the contrary, the parties agree that: (i) Vontas shall be subject to the attached federal, state, and local government requirements as they apply to Vontas' performance of this contract; and (ii) the products sold and software licensed hereunder are off-the-shelf, and such federal, state, and local government requirements shall:
 - a. be in effect only to the extent that such clauses are applicable to the subject matter hereof;
 - b. have a DBE content requirement of 0%;
 - c. not include Buy America requirements unless a Buy America certificate has been signed by Vontas in relation to this contract;
 - d. not transfer ownership of any intellectual property;
 - e. not include any bond requirements for this contract;
 - f. not include any company policies that are outside of the applicable statutory requirements;



- g. not include any additional rights or remedies not found in the body of the contract (including but not limited to additional audit rights);
 - h. not include any liquidated damages;
 - i. be applicable, for audit purposes, at Vontas' location during normal business hours; and
 - j. not include any requirement that requires Vontas to give up any of its legal rights.
- Further, should such federal, state, and local government requirements cause the scope, schedule, or deliverables to change, the parties agree that Vontas shall be allowed an equitable adjustment.

This Firm Quote is valid for 30 calendar days from the date of this Firm Quote. For avoidance of doubt, unless and until a Firm Quote is duly executed by Vontas and Buyer, Vontas shall not be liable or bound by this Firm Quote.

If you have any questions or need additional information, please feel free to contact me at 720.206.7836 or at heidi.davis@vontas.com.

Sincerely,

A handwritten signature in blue ink that reads "Heidi Davis".

Heidi Davis
Account Manager

- Attachment 1 – Acceptance
- Attachment 2 – Trapeze Software Group, Inc. dba Vontas Terms and Conditions for the Sale of Goods, Software Licenses, Services, and Maintenance
- Attachment 3 – Price and Payment Milestones
- Attachment 4 – Statement of Work
- Attachment 5 – FTA Required Clauses
- Attachment 6 - MPM EULA, SLA, and Warranty

This proposal is proprietary and confidential to Vontas and shall not be further disclosed, disseminated, copied, or duplicated unless expressly approved in writing by Vontas.



Attachment 1

Firm Quote Number: 177623HQ

Acceptance

Please direct Purchase Orders and related questions to Vontas' Order Administration Representative, Tricia Heggebo, at 319-743-4585 (direct phone) or tricia.heggebo@vontas.com (email) or at the Vontas street address listed in the footer below. Please note that by signing below and/or returning a Purchase Order related to this Quote, Regional Transportation Commission of Washoe County ("RTC") acknowledges and agrees to the terms and conditions contained in Attachments 2, 5, and 6. RTC specifically acknowledges and agrees that any terms and conditions received by Vontas at any time from RTC including, but not limited to, Purchase Order terms and conditions, are for administrative purposes only and shall not amend, alter, supplement or supersede the terms and conditions contained in Attachments 2, 5, and 6. Purchase Orders must state the Quotation Number as shown in the "REFERENCE" section of this quote. For purposes of this Quote, facsimile signatures shall constitute a valid, binding commitment between Vontas and RTC. The order is not accepted until confirmed by Vontas.

Regional Transportation Commission of Washoe County

Trapeze Software Group, Inc. dba
Vontas

The foregoing is hereby accepted.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Attachment 2

Firm Quote Number: 177623HQ

Trapeze Software Group, Inc. dba Vontas
Terms and Conditions for the Sale of Goods, Software Licenses, Services, and Maintenance

SAMPLE

(follows this page)

Trapeze Software Group, Inc. dba Vontas
Terms and Conditions for the Sale of Goods, Software Licenses, Services, and Maintenance

1. GENERAL.

These Trapeze Software Group, Inc. dba Vontas (the "Seller") terms of sale, quote letter and all attachments hereto are provided as part of an offer to enter into a contract for the purchase and supply of Goods and/or Services. Buyer's (as Buyer is defined in the quote letter accompanying these terms) issuance of a purchase order and/or execution of the quote letter will constitute an acceptance of this offer on the terms hereof and shall create a binding contract. Buyer agrees that any terms associated with the Buyer's purchase order shall be for administrative purposes only and shall not form a part of this contract. Any modifications proposed by Buyer are not a part of this contract in the absence of Seller's written assent. As used in these Standard Terms and Conditions of sale "Goods" shall mean the equipment sold and delivered hereunder, including any embedded software licensed in conjunction with said equipment, including but not limited to spare and repair parts. "Services" shall mean the labor described under this quotation, which shall be provided by Seller and/or authorized representatives. "Software" shall mean the standalone software modules licensed and delivered hereunder. For greater certainty Software does not include embedded software licensed in conjunction with the sale of equipment.

2. PRICES.

2.1 Unless otherwise agreed by Seller in writing, all prices quoted by Seller: (i) are based on United States Dollars, (ii) are exclusive of all brokerage fees and duties, (iii) provide for the Goods Ex Works shipping point (as that term is defined in Incoterms 2013), and (iv) include Seller's standard commercial packaging. Seller reserves the right to deliver, at no change in price, substitute Goods of equal or better capability provided however, that such substitute Goods maintain the form, fit, and functionality of the originally contracted Goods. Partial deliveries are acceptable. Unless otherwise stated, such prices are effective for ninety (90) days from the date of quotation. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, license, delivery, or use of Goods, Software, and/or Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller.

2.2 Transportation of Goods shall be by common carrier, at Buyer's risk and expense. Upon request from Buyer to expedite shipments due to delays or other events not caused by Seller, all costs will be paid by Buyer.

2.3 Buyer shall have a reasonable time, not to exceed five (5) days from the date of receipt, to inspect the Goods and/or Services. Buyer will notify Seller in writing of particular deficiencies of the Goods and/or Services during the inspection period. Failure to give notice or particularize the deficiencies will result in Buyer's acceptance of the Goods.

2.4 Upon completing the delivery, installation, and testing of each Software module, Seller will notify Buyer in writing who will then have five (5) business days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the applicable documentation. At the end of this period, Buyer will be deemed to accept the Software unless Seller receives prior written notice outlining the any perceived material defects in the Software. Notwithstanding the above, Buyer will be deemed to accept the Software if it puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when Buyer first uses the Software to support its then current operations in any capacity.

3. TERMS OF PAYMENT AND BILLING.

Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date of invoice. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the purchase order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that risk of loss and title to any Goods described herein, excluding any software, shall pass to Buyer at the time and place at which Seller ships the Goods.

4. INTELLECTUAL PROPERTY RIGHTS.

Unless otherwise specified herein, neither this contract nor the delivery of any Goods, Software, or Services hereunder shall be construed as granting either by estoppel or otherwise, any right in or license under any present or future data, drawings, documents, plans or ideas or methods disclosed in this contract, or under any invention, patent, copyright, trade secret, or other intellectual property now or hereafter owned or controlled by Seller.

5. WARRANTY.

The Goods sold hereunder are subject to the following warranties:

5.1 Seller agrees to repair or replace at its discretion, without charge, any such Goods, which are defective as to design, workmanship or material, and which is returned to Seller at its factory, transportation prepaid, provided: (i) notice of the claimed defect is given to Seller within one (1) year from date of delivery and the Goods are returned in accordance with Seller's instructions; (ii) such Goods shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the product documentation, it shall fail to operate in a normal manner; (iii) Seller's obligations with respect to such Goods are conditioned

upon the proper installation and operation of such Goods by Buyer in accordance with Seller's written directions; and (iv) the warranty stated in this section shall be void if such Goods are altered or repair is attempted or made by other than Seller or Seller's authorized service center.

5.2 Seller warrants that any software delivered hereunder, whether embedded in the Goods described herein or is standalone Software, will substantially provide the function(s) set forth in the applicable documentation for such software. Seller will, at its option, without charge, revise or replace such nonconforming software provided: (i) notice of the claimed defect is given Seller within ninety (90) calendar days from the date of delivery; (ii) software shall not be deemed to be defective if the software or the host medium is exposed to any computer virus or to any condition in excess of those published in the applicable documentation; (iii) Seller's obligations are conditioned upon the proper installation and operation of software and the host medium in accordance with Seller's written instructions; and (iv) the warranty stated in this section shall be void if such software (or its host medium) is altered (or alterations are attempted) by other than Seller or Seller's authorized service center. Buyer agrees to pay for all service expenses not covered by this warranty at Seller's then current standard service rates.

5.3 The above warranties shall not apply to any third party Goods. Such third party Goods provided by Seller will be subject to the manufacturer's warranty only and Seller shall flow through and assign such manufacturer warranties to Buyer. Unless stated otherwise, any corrective or remedial services with respect to such third party Goods shall be the exclusive responsibility of the Buyer and such third party.

5.4 NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY GOODS SOLD OR SOFTWARE OR SERVICES DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

6. LIMITATION OF LIABILITY.

6.1 Buyer acknowledges and understands that a computer in a vehicle has the potential to distract the driver from the primary task of driving which can compromise a vehicle's safety. Buyer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the Goods described in this contract. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which Goods have been incorporated or installed. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.2 Buyer acknowledges and agrees that Seller shall not be liable to Buyer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by Buyer in conjunction with or separate from the use of the Goods described in this contract including any personal injury claim or action and Buyer shall indemnify and defend Seller from any such claim or action including costs. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.3 IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SERVICES, SOFTWARE, OR THE USE OF OR INABILITY TO USE ANY GOODS DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, SOFTWARE, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID BY BUYER FOR THE GOODS, SOFTWARE, OR SERVICES SOLD HEREUNDER.

7. FORCE MAJEURE.

Except for payments due from Buyer to Seller hereunder, neither party shall be responsible for delay or failure to perform any part of this contract if such delay or failure to perform is caused, directly or indirectly, by an occurrence beyond that party's reasonable control, including, but not limited to, supplier limitations, fire, epidemics, floods, accidents, earthquakes, hurricanes, war (declared or undeclared), terrorist acts, blockades, embargoes, acts, demands or requirements of any government, restraining order of any courts, acts of God or other events of force majeure.

8. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any intellectual property, including but not limited to, patents, copyrights and trademarks, covering, or alleged to cover, the Goods and Software described herein in the form sold or licensed by Seller and Seller, as applicable, agrees that it will pay all sums which, by final judgment or decree in

any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given: (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Goods so purchased. The Seller, its agents or attorneys will not enter into any settlement or compromise on behalf of the Buyer, related to pending or threatened litigation where the Buyer is or is reasonably anticipated to be a named party, without the Buyer's express written consent. If in any such suit so defended the Goods or Software are held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing product, or modify said Goods or Software so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing Goods or Software and refund a portion of the purchase price taking into account a reasonable allowance for use, damage, or obsolescence.

8.2 If the infringement by the Buyer is alleged prior to completion of delivery of the Goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling the Goods to Buyer, Seller agrees to supply such Goods to the Buyer at the Buyer's option, whereupon the indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to the Buyer.

9. SOFTWARE LICENSE.

9.1 Any Software or software embedded in the Goods delivered hereunder, along with any accompanying documentation, is intellectual property of Seller or a third party licensor, and shall remain the sole and exclusive property of Seller or its respective licensors. For embedded software, Seller grants the Buyer a perpetual, non-exclusive license to use the software only in or with the Goods sold hereunder. Buyer shall not transfer the license granted hereunder or possession of the software except as part of or with the Goods, such transfer being subject to the restrictions contained herein. For Software and accompanying documentation, Seller grants the Buyer a personal, non-exclusive, non-sub licensable, non-transferrable license to use the Software and documentation only in the licensed quantities listed on the applicable purchase order or price schedule and only at Buyer's place of business or as otherwise agreed to by Seller. The Buyer shall not copy, modify, or disassemble the Software, embedded software, and documentation or permit others to do so. This license shall automatically terminate upon any breach or default by Buyer of this contract or in the event that there is filed by or against the Buyer any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of Buyer's creditors. Buyer agrees to use the licensed Software, embedded software and accompanying documentation only as provided herein and only for the term listed in the accompanying purchase order or price schedule as applicable. Buyer agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to the licensed Software, embedded software and documentation to notify its employees of its obligation under these terms with respect to use, reproduction, protection, and security.

9.2 Unless expressly provided herein, only Buyer shall be licensed to use any of the Software and associated documentation provided under this contract. If this contract does allow for the licensed Software and associated documentation to be used by certain designated 3rd party service providers, Buyer shall be responsible for ensuring that the 3rd party service provider complies with: (i) the terms of this contract including any restrictions on use of the Software and documentation, and (ii) any obligations of confidentiality. Buyer specifically agrees that a breach of the license provisions or confidentiality obligations by such 3rd party service provider shall be considered a default of this contract by Buyer. Seller does not assume, and hereby expressly excludes, any obligations to any 3rd parties which may be inferred or implied by statute, regulation, common law, equity, or otherwise.

9.3 The Goods sold hereunder may include software licensed to Seller, including but not limited to: (i) Microsoft® Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications, Inc., formerly Loquendo S.p.A. The terms of Seller's software license grant apply to the use of the third party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. Buyer may only transfer any embedded software product with the Goods in accordance with the terms and conditions of this contract.

10. RESOLUTION OF DISPUTES.

10.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives who have the authority to settle the dispute. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto. All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as

compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

10.2 If the matter in dispute has not been resolved within thirty (30) days, either party (the "Claimant") may submit the dispute to binding arbitration to the State of Delaware office of the American Arbitration Association ("AAA") in accordance with the procedures set forth in the Commercial Arbitration Rules of the AAA then obtaining. The Commercial Arbitration Rules of the AAA shall govern any arbitration proceeding hereunder. The arbitration shall be conducted by three commercially-experienced arbitrators selected pursuant to the Commercial Arbitration Rules, and pre-hearing discovery shall be permitted if and only to the extent determined by the arbitrators to be necessary in order to effectuate resolution of the matter in dispute. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the law of the State of Delaware, without giving effect to the principles of conflict of laws thereof. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction.

10.3 Resolution of disputes under the procedures of this section shall be the sole and exclusive means of resolving disputes arising out of or relating to this contract.

11. EXPORT CONTROLS.

Buyer acknowledges and agrees that any Goods purchased or Software licensed by it from Seller may be subject to export controls imposed by the United States Government under various federal laws, including but not limited to, the Export Administration Act of 1979, as amended (the "Act"), and/or successor legislation, and the regulations promulgated thereunder. Buyer agrees not to export or re-export any Goods or Software without complying with the Act.

12. CANCELLATION. ORDER CANCELLATION OR RESCHEDULE.

Any cancellation or delivery reschedule requires prior written authorization by Seller. Goods in continuous production may be subject to a minimum ten percent (10%) cancellation charge. There will be no charge for rescheduling a delivery, but pricing will be subject to the price list in effect at the time of the new delivery date. Goods not in continuous production and Software are subject to cancellation or reschedule charges commensurate with the impact of the action on Seller. Charges for canceling or rescheduling the delivery of Goods and Software not in continuous production will be determined at the time authorization is granted.

13. GOODS RETURNED FOR CREDIT.

Any Goods to be returned for credit requires prior written authorization by Seller. Goods authorized for return may be subject to a minimum fifteen percent (15%) return charge. The exact return charge will be determined at the time return authorization is granted.

14. NATURE OF RELATIONSHIP.

Seller and Buyer are independent contractors. This contract does not, and shall not be deemed to make either Seller or Buyer the agent or legal representative of the other for any purpose whatsoever, and Buyer shall not have any right or authority to assume or create any obligation, warranty or responsibility whatsoever, express or implied, on behalf of Seller, or to bind Seller in any respect whatsoever.

15. ASSIGNMENT.

Neither party may assign any rights or obligations under this contract without the written consent of the other, which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company or by way of merger or acquisition.

16. MODIFICATION.

This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17. GOVERNING LAW.

This contract shall be governed, construed and interpreted under and pursuant to the substantive laws of the State of Delaware, excluding its choice of law rules, and the parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded.

18. INTEGRATION.

These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire contract and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any provisions on the face and reverse side of Buyer's purchase order or any prior agreement inconsistent with the provisions hereof concerning the matters specified herein and any representations, promises, warranties or statements made by either party that differ in any way from the terms of this

contract shall be given no force or effect. Seller and Buyer specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the Goods, Software, or the use of Services thereof, unless copies of the same are presently attached hereto and made a part hereof. Seller's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

19. SEVERABILITY OF TERMS; WAIVER.

Waiver by Seller of any default of Buyer hereunder shall not be deemed a waiver of any other default of Buyer. The express provision herein for certain rights and remedies of Seller shall not be construed to deprive Seller of any other rights and remedies to which it would otherwise be entitled under applicable law. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision.

20. CONFIDENTIALITY

Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Buyer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller and their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller. Buyer shall promptly give Seller written notice of any request for disclosure of Proprietary Information designated by Seller as "Confidential" or "Trade Secret" prior to disclosure to allow Seller the opportunity to seek injunctive relief or such other relief as may be appropriate and shall fully cooperate with Seller, at Seller's expense, in seeking confidential treatment for any such disclosure.

Buyer acknowledges that compliance with this Confidential Information section is necessary to protect the business and proprietary information of Seller, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if Buyer breaches or threatens to breach this Confidential Information Section, Seller may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.

21. MAINTENANCE

21.1. Seller's Proprietary Software: Commencing upon the expiry of the applicable warranty period and payment in full of annual maintenance fees, Seller agrees to provide the following maintenance and support services for the software under maintenance:

21.1.1. Seller will maintain the software under maintenance in up to two (2) software environments, one (1) production environment and one (1) test environment, so that the software under maintenance operates in conformity, in all material respects, with the descriptions and specifications for the software under maintenance set out in the Seller's documentation;

21.1.2. In the event that Buyer detects any errors or defects in the software under maintenance, Seller will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 8 pm EST (except North American holidays) and an available twenty-four (24) hours per day line for emergency support. Upon registration by Buyer, Seller will also provide Buyer with access to its support website;

21.1.3. Seller will post notices of available upgrades of the software under maintenance on its website and copies of the release notes for download. Seller will provide Buyer with upgrades of the Seller's proprietary software at no additional license fee charge, but there may be license fees charged with regards to third-party software. Upgrades shall be performed during normal business hours. After hours support shall be performed in accordance with Seller's standard practices;

21.1.4. Buyer shall provide Seller with remote access to Buyer's computers on which the software under maintenance is installed. Seller shall provide any updates or upgrades to the software under maintenance via remote connection. Should the Buyer request or the nature of the upgrade requires any on-site maintenance and support services, Seller reserves the right to charge its standard applicable service fees plus expenses related to such services;

21.1.5. Seller may issue service notifications indicating recommended or mandatory changes to the software under maintenance covered under this contract; and

21.1.6. Upgrades of Seller's proprietary software will be provided with updated Seller's documentation where available and appropriate.

21.2. Seller's Proprietary Equipment: Commencing upon the expiry of the applicable warranty period and payment in full of annual maintenance fees, Seller agrees to provide the following maintenance and support services for the equipment under maintenance:

21.2.1. Seller will maintain the equipment under maintenance so that it operates in conformity, in all material respects, with the descriptions and specifications set out in the Seller's documentation;

21.2.2. Seller shall provide phone support to Buyer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of equipment under maintenance;

21.2.3. Buyer shall send all equipment under maintenance directly to the designated Seller service center outlined in the Seller's standard return materials authorization process. Upon repair, Seller shall return the equipment under maintenance to Buyer's designated receiving facility, or other locations as designated by Buyer's applicable return order;

21.2.4. Cost of shipping to the designated Seller service center shall be borne by Buyer. Cost of shipping the repaired equipment under maintenance to the Buyer's facilities shall be borne by Seller unless the Seller equipment under maintenance is deemed no fault found/no trouble found ("NFF / NTF"). equipment under maintenance returned for repair and subsequently determined by Seller to be NFF or NTF is subject to the then-current time and material pricing;

21.2.5. Seller reserves the right to substitute functionally equivalent parts for those parts returned to Seller for repair;

21.2.6. Seller will attempt to provide a turnaround time of thirty (30) calendar days for equipment under maintenance, which is returned to Seller in accordance with the Seller's standard return materials authorization process, excluding repairs that include any subcomponents that need to be supplied by third-party providers. Such turnaround time shall commence on the date of receipt by Seller's service center and shall continue through the date of shipment back to the Buyer;

21.2.7. Seller shall apply special testing and repair to any of Seller's proprietary equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less (a "Rogue Unit") at no additional charge to Buyer. Any special testing and repair shall not be subject to the turnaround time specified in Subsection 21.2.6 above; and

21.2.8. Seller may issue service notifications indicating recommended or mandatory changes to the Seller equipment under maintenance.

21.3. Seller's documentation for Equipment Difficulty: Prior to delivery to Seller of equipment under maintenance which is need of repair, Buyer shall provide Seller with a return order, which shall include the following information:

21.3.1. Date of performance anomaly;

21.3.2. Vehicle number;

21.3.3. Detailed system description of performance anomaly;

21.3.4. Equipment type, part number, and serial number of the equipment under maintenance;

21.3.5. Buyer return / repair order number; and

21.3.6. Ship to address and contact name for return of equipment under maintenance to Buyer.

21.4. Seller's documentation for Software Difficulty: The Buyer may report to the Seller any failure of the Seller's proprietary software to operate in accordance with Seller's documentation in effect at the time of this maintenance and support schedule. Upon the identification of a possible fault or difficulty within any of the Seller's proprietary software under maintenance, the Buyer shall promptly issue a trouble report to Seller that shall include the following information:

21.4.1. Date of performance anomaly;

21.4.2. Software module in question and location of where the software module is installed;

21.4.3. Detailed system description of performance anomaly including the impact of the deficiency on the Buyer's operations, if any;

21.4.4. Version number of software under maintenance; and

21.4.5. Contact name and phone number.

The trouble report information shall also be communicated verbally to Seller at 1-877-411-8727. Seller shall forward the trouble report to the designated repair technician. Each time the Seller provides software maintenance service, Seller will update the ticket with information on this issue and make it available to the Buyer on Seller's client website.

21.5. Equipment and Software Excluded from Maintenance: The parties agree that the above maintenance services shall not apply to maintenance of third-party products, and Seller shall be under no obligation to provide any maintenance services to the Buyer with respect to such third-party products. The parties further agree that Seller's maintenance services shall not include services which may be required to identify or correct errors, defects, or performance issues in the software under maintenance or the equipment under maintenance which are caused by the actions or omissions of the Buyer, its employees, contractors or vehicle riders. In the event that the equipment and software are subjected to any of the conditions below, such equipment and software shall be excluded from maintenance service coverage:

21.5.1. Equipment or software subjected to carelessness or negligence;

21.5.2. Equipment or software subjected to cannibalization or vandalism;

21.5.3. Equipment or software subjected to alteration or repair in a manner which conflicts with Seller's written repair procedures, specifications, or license terms;

21.5.4. Equipment or software subjected to inadequate packing, storage or handling;

21.5.5. Equipment or software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and

21.5.6. Equipment or software altered as a result of third-party service bulletins.

21.6. Disclaimer: Seller does not represent or warrant that (i) the equipment under maintenance or software under maintenance shall meet any or all of Buyer's particular requirements; or (ii) the operation of the equipment under maintenance or software under maintenance shall be error-free or uninterrupted. Buyer's sole and exclusive remedy and Seller's entire obligation hereunder shall be to either repair or replace the defective equipment under maintenance or software under maintenance.

Created on 6/30/2005

Revised 9/21/2021 for RTC Washoe

Terms and Conditions for the Sale of Goods, Software Licenses, Services, and Maintenance

SAMPLE



Attachment 3

Firm Quote Number: 177623HQ

Price and Payment Milestones

Price

Description	BASE Cost (USD Pre tax)
TransitMaster/MPM Wayside Software Interface License, licensed in accordance with Attachment 2 Qty.: 37	\$14,800
Equipment as listed in Attachment 4, Statement of Work	\$365,098
Services and expenses as described in Attachment 4, Statement of Work	\$83,944
3 Year hardware warranty for equipment as described Attachment 6, EULA, SLA, and MPM Warranty – c	\$36,515
MP.TV Professional License with Self Managed Support Agreement – MPTV CMS Software as a Service (“SaaS”) subscription, as described Attachment 6, EULA, SLA, and MPM Warranty– 3 years Qty.: 37	\$58,779
TransitMaster/MPM Wayside Software Interface Warranty as described in Attachment 2 – 90 days	Included
TransitMaster/MPM Wayside Software Interface Maintenance as described in Attachment 2 – 33 months	\$9,424
Total	\$568,560

Pricing Notes:

- Expenses assume a minimum of two weeks’ notice is provided by RTC to Vontas in advance of any on-site trip being scheduled. Expenses are subject to additional charges if insufficient notice is provided.
- Pricing does not include any applicable taxes or expenses associated with RTC and any of their resources assigned to the project.
- MPM Subscription fees and TransitMaster/MPM Software Interface maintenance fees may be invoiced by Vontas when nearing completion of the initial three-year subscription and maintenance period. The parties agree that the subscription fees and maintenance fees will continue on an annual basis until either party provides notice of termination to the other party pursuant to this contract. Future pricing



for subscription fees and maintenance fees will be invoiced at then-current rates. RTC agrees to pay any such invoice pursuant to the payment terms set forth in this contract.

Payment Milestones

Milestone #	Payment Milestones	% Of Contract Value	Cost (USD) Pre tax
M 1	TransitMaster/MPM Interface Software Interface License Acceptance Criteria: <ul style="list-style-type: none"> Upon Execution of this contract 	100% of software interface license	\$14,800
M 2	Kick off and Delivery of Baseline Project Schedule Acceptance Criteria: <ul style="list-style-type: none"> Completion of the Kick-Off meeting Delivery of baseline project schedule 	10% of services & expenses	\$ 8,394
M 3	Equipment Acceptance Criteria: <ul style="list-style-type: none"> Invoiced as equipment is delivered 	100% of equipment	\$365,098
M 4	CMS SaaS- 3 years Acceptance Criteria: <ul style="list-style-type: none"> Invoiced as equipment is delivered 	100% of 3 years of SaaS fees	\$58,779
M 5	Completion of PID Design Review Acceptance Criteria: <ul style="list-style-type: none"> System Design Approval 	40% of services & expenses	\$33,578
M 6	Commissioning of MPTV Equipment Acceptance Criteria: <ul style="list-style-type: none"> Completion of Commissioning activities Record of approved wayside ATP 	40% of services & expenses and 100% of 3 year hardware warranty	\$33,578 \$36,515
M 7	Burn-In Period Acceptance Criteria: <ul style="list-style-type: none"> Completion of fourteen (14) calendar day burn-in period 	10% of services & expenses 100% of 33 month TransitMaster/MPM Interface Software Maintenance	\$8,394 \$9,424



Attachment 4

Firm Quote Number: 177623HQ

Statement of Work

Overview

The Regional Transportation Commission of Washoe County (“RTC”) has requested an implementation quote and scope of work for a Message Point Media (“MPM”) passenger information display (“PID”) wayside solution for thirty-eight (38) outdoor signs for their bus rapid transit (“Rapid”) line stations providing for easy access to real time passenger transit information. The following statement of work (“SOW”) defines the support services to be provided by Vontas, as well as the support required from RTC staff and resources.

This SOW outlines the project delivery approach for the Vontas and its representative consultative services. Additionally, the SOW defines Vontas’ equipment procurement, design, configuration, and training efforts, as well as outlines the required roles, responsibilities and resources needed for the implementation of the PID wayside backend content management system (“CMS”).

Implementation Goals and Objectives

The primary goal of this project is to provide RTC with managed digital signage with messaging services to support passenger transit information, which will be accomplished by deploying the MPM PID wayside solution. The MPM PID solution will use a cloud-based backend digital signage management application for content configuration and distribution. As part of the MPM PID wayside transit display solution implementation, Vontas will provide the following services:

- Design outlining the MPTV transit display implementation and detailing the connectivity of the MPTV display equipment and backend PID Software components
- Configuration and training of the MPTV transit display backend Software for content management and dynamic passenger information

RTC will jointly work with Vontas on completing the MPM PID wayside implementation. During the project implementation, Vontas will focus its efforts on minimizing any downtime to the daily service and ensuring day-to-day transit operations will be unaffected during the project activities.

Following contract execution, Vontas will provide project management and technical support services to complete the engineering support, as well as remote support for general MPM PID wayside solution consulting needs.

Professional Services

Personnel

To ensure successful completion of this project, Vontas will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the project. The project manager is responsible for coordinating project schedules, deliverables, and the technical resources required to deliver the MPM PID solution as defined in this statement of work.
- **Customer Engineer:** The technical implementation resource tasked with leading the project and ensuring technical project deliverables are implemented in accordance with the project schedule and requirements. This Vontas resource and its PID subject matter expert (“SME”) representatives validate and monitor system functionality and is the primary contact for items related to solution documentation, functionality, training and configuration.

Implementation Methodology Overview

This project will be executed in a phased approach, with key activities identified below:

1. Project Kick-Off
2. Design Review
3. Procurement
4. Managed Services Software Installation and Configuration
5. RTC Installation and Commissioning
6. PID Refresher Training
7. System Acceptance

Project Implementation Approach

Project Kick-Off

Following contract execution, Vontas and RTC will hold a remote project kick-off meeting to align stakeholders on project scope and timelines. Project teams from Vontas and RTC are expected to join the kick-off meeting. Vontas and RTC SMEs will meet, discuss, and define the project schedule as well as review RTC operations pertaining to the digital signage implementation.

The kick-off meeting is expected to take place over the course of one (1) hour, and upon completion, a preliminary project schedule will be agreed upon by both parties.

Other project activities will not commence until the project kick-off meeting is complete and agreement between Vontas and RTC reached on the preliminary project schedule. Following the kick-off meeting, additional meetings will be scheduled to support the completion of the remaining project activities.

Design Review

Vontas will provide RTC remote services in the form of two (2) conference calls to review the MPM PID RTC Rapid wayside station system components, including Software content and display configuration needed to support the display solutions—inclusive of use cases defining features and functionality. The following topics will be covered during these meetings:

- Hardware procurement and provisioning
- Network connectivity and backend cloud-based host requirements
 - RTC will be responsible for RTC Rapid network connectivity
 - RTC will ensure network and electrical connections for Rapid wayside PIDs are installed.
- Passenger information display content and design
 - RTC will provide PID passenger information content
- Project activities, as well as roles and responsibilities
- Testing, training, and transition strategies

Vontas and its representative SMEs will create a design document to define the integrated solution. The MPM PID wayside scope will encompass available transit signage passenger information solution features and functionality. Vontas will solicit RTC for their RTC Rapid brand standards, including fonts, colors, and preferred design styles. Vontas will also work with RTC to identify external and internal data sources that will feed content campaigns, as well as identify any additional desired content for incorporation.

Vontas will coordinate with RTC to conduct the PID wayside solution integration meetings. These discovery meetings will be used to assess, and record specifications required to implement the PID wayside features, and functionality listed above and complete the Implementation Design Plan for the project to proceed.

The Implementation Design Plan will also include test use case scenarios for commissioning PID wayside installation and functionality validation.

Procurement

Vontas will be responsible for procuring various PID Hardware items. Following contract execution, Vontas will provide RTC with a complete Bill of Materials (“BOM”) for the transit display Hardware components required for the RTC Rapid signs. Any changes to the Bill of Materials Main Components will require a change order to address the scope and cost change.

Bill of Materials (BASE Components):

Item	PART DESCRIPTION	QTY
1	MPTV-EX37sw-Dual - 39" 1920x640 16:6 (36.5" x 12.5" LCD) HD Intelligent Display, Dual Sided with One Controller, Ceiling Mount, IP-65, Fan Cooled, Full Outdoor with 2000 NIT Brightness, -30 - 55C Temperature Envelope with screen graffiti shield	37 + 1 spare
2	P-BRK-TV-CM-dual - Dual Sided Display Ceiling Mount Installation Kit / Bracket for Displays Using 1.5" NPT Pipe Mounting System or VESA Mount.	37

Following RTC's review of the BOM, Vontas will initiate the equipment procurement process along with the release of the BOM for order placement. Procurement may take up to sixteen (16) weeks with all equipment delivered directly to RTC's facility. Vontas will source and procure transit display equipment per the approved BOM. Vontas will provide RTC pre-deployment factory acceptance documentation and Hardware reference technical manual as part of the procurement delivery.

Managed Services Implementation

Vontas and its representative SME will provide support for the PID wayside real time travel information solution implementation. This includes supporting implementation of the required PID wayside backend content via RTC's existing PID management applications, along with transit information display content configuration activities. RTC will be responsible for the PID backend content.

Vontas will provide display content configuration as described in the agreed upon Implementation Design Plan detailed in Section PID Design Review.

RTC Installation and Commissioning

The RTC Rapid PID wayside installation will take place following the availability of the Vontas-procured equipment. RTC resources will complete the transit display installations. Vontas estimates RTC's transit display equipment installation and commissioning to be completed within sixty (60) calendar days. Any installation delays beyond the sixty (60) calendar days of the thirty-seven (37) PIDs will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the project implementation change.

Before PID wayside is commissioned and released into production service, Vontas requires that a RTC delegate participate in the execution of the acceptance testing procedures ("ATP") and signs off on the ATP for PID wayside. Vontas will provide on-site field service resources to support the execution of the ATP.

It is critical to the success of the project that RTC personnel support Vontas in a consultative and effective manner during the PID wayside Installation and Commissioning activities.

PID Training

During the Software implementation, Vontas and its representative SME will provide up to two (2) sessions of online PID web instruction. PID product training will be based on a standard training agenda. RTC system administrator resources are encouraged to participate in the training sessions, as discussed during the Implementation Design Plan activities. The training sessions cannot exceed two (2) RTC system administrators per session. Introductory modules will be self-paced video on demand.

System administrator training will include topics related to the PID content management system (“CMS”) application, and the RTC Rapid station design of passenger information for the wayside signs. Hands-on training related to troubleshooting and maintenance of the MPTV equipment will be provided by Vontas and PID SME during the sign Installation and Commissioning activities.

System Acceptance

Following the commissioning of the thirty-seven (37) RTC Rapid PID wayside signs, Vontas will work with RTC to perform production validation of the PID wayside solution according to established testing timelines, testing processes, as well as roles and responsibilities from the Implementation Design Plan detailed in Section PID Design Review.

To support this validation, Vontas will provide use cases, parameters to be tested for system acceptance and for validating key data exchanges and functionality as specified in the design document focusing on the following areas:

- Configuration:
 - Communication establishment (Ethernet)
 - Client/Server IP connectivity
 - CMS Software configuration and integration
- Basic Get/Put messaging:
 - External and internal feed content data sources
 - PID features and functionality

The additional remote validation activities involve RTC utilizing the new PID wayside functionality to ensure the solutions provide the required data exchange to display meaningful passenger information as outlined in the Implementation Design Plan.

Vontas will provide remote technical resources for up to one (1) day for PID wayside system validation activities. RTC will support validation activities by allowing uninterrupted access to the PID CMS Software and Hardware environments for in-service execution.

As part of system acceptance, RTC will have a fourteen (14) calendar day burn-in period in which to monitor and evaluate the performance of the PID wayside solution in the RTC Rapid station production environment and make note of system performance. The objective of this final project phase is to validate the features and functionality of the new PID wayside, and to assess system stability in a production capacity. Should RTC require support to resolve sign-specific issues, Vontas and its representative SME will provide support remotely during the fourteen (14) calendar day burn-in period.

Once the burn-in period is completed, the PID wayside implementation will be considered accepted and ongoing support will be transitioned to and supported through Vontas' long-term maintenance support program. At this time, the project will be considered complete and project closure will be processed.

Responsibilities and Deliverables

Phase	Vontas Responsibilities	RTC Responsibilities	Deliverables
Project Kick-Off	<ul style="list-style-type: none"> Lead project kick-off meeting Work with RTC in the development of the project schedule 	<ul style="list-style-type: none"> Assist in developing the project schedule Participate in kick-off meeting and discussion 	<ul style="list-style-type: none"> Kick-off meeting Preliminary project schedule
Design Review	<ul style="list-style-type: none"> Lead PID wayside design review Complete design documentation efforts Provide installation design with mounting, power and connectivity requirements 	<ul style="list-style-type: none"> Assist in developing the Implementation Design Plan Support design discovery Provide brand standards, including fonts, colors, and preferred design styles 	<ul style="list-style-type: none"> System Design Installation Design
Procurement	<ul style="list-style-type: none"> Provide Bill of Material for the PID wayside equipment Procure equipment Complete Factory Acceptance 	<ul style="list-style-type: none"> Provide secured storage facility location for equipment and installation materials 	<ul style="list-style-type: none"> Bill of Materials Equipment Factory Acceptance documentation Hardware Reference Manuals
Managed Services Implementation	<ul style="list-style-type: none"> Enable and configure backend cloud-based CMS Software 	<ul style="list-style-type: none"> Provide access to RTC's TM application and FTP servers, if required 	<ul style="list-style-type: none"> CMS cloud-based Software available and configured
RTC Installation and Commissioning	<ul style="list-style-type: none"> Provide equipment maintenance instruction Perform thirty-seven (37) PID ATPs 	<ul style="list-style-type: none"> Perform all thirty-seven (37) PID installations Participate in wayside ATPs Sign off wayside ATPs 	<ul style="list-style-type: none"> RTC completed equipment installations within sixty (60) calendar days ATP authorized record for PIDs

Phase	Vontas Responsibilities	RTC Responsibilities	Deliverables
PID Refresher Training	<ul style="list-style-type: none"> • Deliver CMS Software online web training • Maintenance and troubleshooting of MPTV equipment 	<ul style="list-style-type: none"> • Participate in remote CSM instruction sessions • Attend troubleshooting and maintenance instruction sessions 	<ul style="list-style-type: none"> • Completed CSM instruction • Video on demand • Completed PID maintenance instruction
System Acceptance	<ul style="list-style-type: none"> • Conduct PID wayside acceptance activities • Support RTC during fourteen (14) calendar day burn-in period 	<ul style="list-style-type: none"> • Participate in display validation • Actively monitor, review and report on display performance • Provide Vontas with final acceptance of services and deliverables 	<ul style="list-style-type: none"> • Completed solution validation activities • Completed burn-in period • Project acceptance

Project Management Services

Vontas will provide project management support for the entire duration of the PID wayside implementation activities. The Vontas project manager will be responsible for the successful planning, design, and execution of the PID wayside implementation, including effective stakeholder communication, risk mitigation and meeting project milestones. The project manager will be the key point of contact for RTC for the duration of the PID wayside implementation effort. Vontas will also require RTC assign a project manager for this implementation. The two project managers will work together to ensure consistent dialogue is maintained through well-established communication channels.

A successful implementation requires effective and timely communication with all project stakeholders. Vontas expects the project managers will meet on a weekly basis.

In addition to the responsibilities outlined above, Vontas project managers will also provide the following key services:

- **Change Management:** If any deliverable(s) will need to be changed mid-project, the project manager will identify the impact of the change and initiate necessary actions to ensure timelines and project costs will be adjusted.
- **Milestone Sign-offs:** With each completed milestone, RTC will be asked to sign off on the milestone and confirm agreement with project moving forward.

Project Duration

The PID wayside implementation is expected to be completed within six (6) months following contract execution. Following the receipt of notice to proceed, a mobilization period of up to thirty (30) days may be

required to kick off the project and align project resources. Vontas will work to minimize this mobilization period through proactive planning with RTC.

If the length of the project exceeds six (6) months from contract execution, either due to RTC readiness, required source data, or resourcing delays, a project may be required to fund the extension. RTC will issue a Purchase Order to Vontas for the project prior to execution of any activities.

Resource Allocation

RTC's Resources

The table below depicts RTC's estimated resource allocation to support the implementation and effort as outlined in this statement of work.

Resource	Resource Allocation	Responsibilities
Project Manager	10% of their time during the full duration of the project	<ul style="list-style-type: none"> • Primary RTC point of contact for the project • Support communication, including regular project status calls, and project activities review • Coordinate RTC resources support for delivery of services as identified in the statement of work • Coordinate the review and approval of documentation
System Administrator	70% of their time during Training and PID Validation activities	<ul style="list-style-type: none"> • Participate in design review • Main RTC resource available to support system Software Configuration / PID wayside Validation • Participate in PID training • Perform all PID equipment installations, providing power and network connectivity • Sign-off on validation documentation • Exercise system during burn-in period • RTC technical support lead and frequent point of contact

Project Assumptions

1. Any services or requests not identified within this statement of work will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
2. Vontas typically requires up to sixteen (16) weeks of lead time for equipment procurement, which is subject to change based on current global supply chain constraints. Vontas will work directly with RTC to expedite all equipment purchases where possible.
3. RTC will have all necessary and appropriate personnel at all meetings for the purpose of completing the Kick-Off, Design Review and thirty-seven (37) RTC Rapid wayside sign ATPs.

4. RTC agreed commissioning will begin once all signs have been installed and will be completed within four (4) calendar days. Additional commissioning trips will require a change order to fund additional support.
5. RTC will provide access to TM application server and MPM CMS for Software configuration. If access to the MPM CMS requires RTC IT staff supervision, RTC IT staff will provide reasonable Vontas access support in a timely matter as to not impede on or delay Vontas professional services delivery. Additional costs may apply if remote access to RTC MPM CMS causes a project delay.
6. The delivery of on-site services is conditional on the guidance of the latest travel and health advisories issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at RTC.
7. Vontas will have the authority over the Software configuration. All communications regarding the CSM Software and PID wayside component equipment, approval of work and workmanship should flow through Vontas representatives, via RTC's project manager.
8. The MPM solution will take advantage of existing Vontas infrastructure and data sources unless otherwise indicated.
9. This quote does not include PID installation labor. RTC will provide all transit hub provisioning, including power to sign, infrastructure for mounting PIDs, Ethernet network connectivity and power to all devices.

Change Provisions for Scope of Work

Vontas manages change through the following process: Should either party require a change in the timeline or scope of the effort(s) involved, the party requesting the change will submit a written request documenting the change to the other party. The following information should be present in the change request:

- Specific changes requested
- Reason for the change
- Any changes in schedule, scope or deliverables

For approval of the change, an authorized representative from both parties will submit written approval on the change management form(s). Once the change is approved, the project scope will be adjusted to reflect the agreed-upon changes.



Attachment 5

Firm Quote Number: 177623HQ

FTA Required Clauses

SAMPLE

(follows this page)

ATTACHMENT 5
FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further

agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

The following access to records requirements apply to the Agreement:

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

4 - FEDERAL CHANGES

With the exception of Contractor's ownership of its intellectual property and any bonding or liquidated damages requirements, the Contractor shall at all times comply with all applicable and mandatory FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement, subject to Contractor being made aware of said terms. The Contractor's failure to so comply within a reasonable time and Contractor's failure to cure shall constitute a material breach of the Agreement. Notwithstanding the foregoing, should any FTA regulations, policies, procedures, and directives cause a change to the scope, schedule, or deliverables, Contractor shall be allowed an equitable adjustment.

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

In Contractor's performance of this Agreement and to the extent practicable and economically feasible, the Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

6 - CIVIL RIGHTS LAWS AND REGULATIONS

In Contractor's performance of this Agreement, Contractor shall comply with the following:

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

A. Nondiscrimination in Federal Public Transportation Programs:

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

B. Nondiscrimination—Title VI of the Civil Rights Act

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

Department of Justice “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking “construction” as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Chapter 60; and (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

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

- E. Nondiscrimination on the Basis of Age:
In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.
- F. Nondiscrimination on the Basis of Disability:
In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.
- G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:
To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.
- H. Access to Services for Persons with Limited English Proficiency:
Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

7 - INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain mandatory and applicable terms and conditions required by DOT, as referenced or set forth in this Agreement. All of the applicable and mandatory contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Except for Contractor's ownership of its intellectual property or any bonding or liquidated damages requirements, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not

knowingly perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause the RTC to be in violation of the FTA terms and conditions. Notwithstanding the foregoing, the parties agree that the Contractor is selling an off the shelf solution. Should the FTA Circular 4220.1F or FTA's Master Agreement cause a change to the scope, schedule, or deliverables, Contractor shall be allowed an equitable adjustment.

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

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies related to distracted driving.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

9 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its subcontracts at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification

provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

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

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

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

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

13 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

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

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

In Contractor's performance of this Agreement:

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

In Contractor's performance of this Agreement:

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

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



Attachment 6

Firm Quote Number: 177623HQ

MPM EULA, SLA, and Warranty

(follows this page)

SAMPLE

MPM SAAS END USER LICENSE

I. Scope of This Agreement

This End User License Agreement covers the terms of service and the obligations of the third party provider ("Provider") and Regional Transportation Commission of Washoe County ("End User" or "Licensee") as they pertain to the use of the delivery of managed digital signage / messaging services and professional design and consulting services ("Service") by Provider for the benefit of the End User. This agreement supersedes any earlier written or an oral agreement with respect to its content.

II. Service License

In consideration of payments to be made by End User to Provider either directly or indirectly via an authorized reseller, Provider agrees as follows:

- (a) Provider hereby grants to Licensee a personal, non-transferable, non-exclusive license to access the platform via the published interface methods, to use a production copy of the object code version of the End User Software in the form supplied by Provider and on hardware approved by Provider, restricted to the places of business of the Licensee, for the Licensee's own operations, and for the display of the Licensee's own content.
- (b) Provider hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (c) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Provider.

III. Content Standards

Because the Message Point Service is a managed Service signage/messaging provided on equipment, software, and servers owned and managed by Provider, Provider has an obligation to ensure all content meets certain standards to be displayed on the system as further described below. While Provider reserves the ultimate decision to reject any content at its sole discretion, the following standards cover the majority of reasons why content would be rejected by Provider. End User must be able to document ownership or license to display the content in a public setting for commercial purposes (if applicable) from any copyright owner. For example, Public Domain License, Creative Commons CC0 or CC Attribution (CC BY) License (with appropriate attribution), evidence of commercial royalty free license purchase, affidavit of self-generation (with appropriate model release if necessary). Content must be provided in a size, compression ratio, and format appropriate for the target location on the display. Content must meet a standard of decency based on community standards, specific location, and context.

IV. Information Security

End User may not use the system or cause the system to be used for the storage or display of any information that is not suitable and permitted to be displayed in a public setting where it might be accessible to any interested party. The system should not be used to store or display any protected information including but not limited to information subject to FCRA, HIPPA, PCI, or other compliance standards. If End User loads or causes to be displayed protected information on the MessagePoint.TV system or Service they do so at their own risk and are solely responsible for any consequences or penalties; legal, regulatory, or otherwise of doing so.

While the MessagePoint.TV controller has been designed to minimize its attack surface and any potential security vulnerabilities, It is provider's recommendation that the MessagePoint.TV controller be deployed either completely outside of the organization's firewall or security perimeter, or in an isolated "DMZ" security zone. If there is no requirement for access to any resources within the End User's trusted network, it is recommended that the controller simply be

deployed outside the End User's firewall with no more access than any other guest or public internet device. In the case that visual applications require access to information within the trusted network, it is the policy of Message Point Media that this should be done through the provisioning of a properly secured REST API endpoint that provides only the required information. In addition, the End User's firewall should be properly secured to only provide access to the resources (IP Addresses, Ports) that are required to support the visual application's data needs. If the End User does not follow this recommendation, misconfigures their network infrastructure, or requests that Provider deploy it's controllers in a manner other than this recommendation they do so solely at their own risk, and Provider has no liability for any resulting information security breach or incident caused by the Service being deployed in this unsupported fashion.

If either End User becomes aware of any information security breach, unauthorized release of credentials, unauthorized access to the MessagePoint.TV platform, or any other security related incident that has any potential to involve or affect the MessagePoint.TV platform or Service it is their respective responsibility to immediately make provider aware of this incident via email to our information security team at IT_Security_Team@mpmedia.tv or by calling the Support Hotline at 1 (844) 4My-SIGN.

If Provider becomes aware of any information security breach, unauthorized release of credentials, unauthorized access to the MessagePoint.TV platform, or any other security related incident that has any potential to involve or affect the MessagePoint.TV platform or Service it is our responsibility to immediately make any effected End User and Reseller aware of this incident via email from our information security team at IT_Security_Team@mpmedia.tv via e-mail to the End User's designated primary point of contact. These e-mails will contain the keyword [CRITICAL] in the subject line to allow the End User to easily identify them.

V. Maintenance and Warranty

During any support period for which Service fees have been paid in full by Licensee, Provider will maintain the Service so that it operates in conformity in all material respects with the descriptions and specifications for the service set forth Provider published documentation. In the event that Licensee detects any errors or defects in the Service, Provider will provide reasonable support services through a email, chat, or a telephone support line during it's currently published support hours. Upon registration by Licensee, Provider will also provide Licensee with access to its software support website and other online resources for support of the Service. Provider will display notices of available platform updates in the Service's administrative console and such updates will be provided at no additional cost to Licensee subject to the payment of all Service fees due at the time of the update.

This represents provider's sole warranty with regard to this Service. Provider does not provide any other implied or expressed warranties, including any warranty of merchantability, fitness, or suitability for any specific purpose or function. Both parties agree that neither party shall be liable to the other party, under any claim or theory, for any special, punitive, consequential, incidental, indirect or consequential damages arising out of any services covered by this agreement (including, but not limited to, lost profits, good will, lost opportunity, lost data, and loss of usage). In the event of any other breach or default of any material obligation owed by one party to the other in this End User License Agreement, then the notifying party shall provide notice to the breaching party the breaching party shall be provided a reasonable opportunity to cure the breach or default prior to the notifying party taking any other actions

VI. Miscellaneous

- A. Referencing:** End User agrees that Provider may refer to End User as a Customer of Provider in both internal and external media.

- B. Severability:** Both parties agree that if any provision of this End User License Agreement is deemed invalid or void it shall in no way effect any other provision of this End User License Agreement.
- C. Indemnity:** Each party will indemnify, defend, and hold harmless the other party from all claims, liabilities or expenses for intellectual property infringement, physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the gross negligence or wilful misconduct of the indemnifying party's employees or contractors arising out of this End User License Agreement. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand or action, and cooperating with the indemnifying party in the defense or settlement of any such claim, demand or action.
- D. Force Majeure:** This agreement is designed to cover the support needs of the End User during normal operating conditions. The Provider shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, fire, flood, electrical surges, deliberate malicious acts, theft, and/or any other cause beyond the reasonable control of either party.
- E. Ownership of Intellectual Property:** End User agrees that all intellectual property involved in the delivery of the Provider's Services, to include computer source code, methods, graphic designs, and service providers, remain the sole property of the service provider and that the End User shall not retain any rights to this Intellectual Property at the termination of this and/or any successor agreements. End User agrees not to utilize Provider's intellectual property to reverse engineer a materially identical signage / messaging system. Provider agrees that this provision shall not apply to any information that would be generally known to anyone familiar with these types of services.
- F. Survival:** Licensee agrees that the provisions of Sections VI-c and VI-e above shall survive the termination of this End User License Agreement by either party for any reason

MPM MessagePoint.TV SERVICE LEVEL AGREEMENT (“SLA”)

1. Definitions:

- a. **“Platform Uptime Percentage”** means the difference, expressed as a percentage between the total possible time (100%), based on the calendar month, and the time that the functionality of the service was **Materially Affected** (which has the meaning outlined below) by the **Unavailable Status** (which has the meaning outlined below) of one or more elements of the **Service Platform** (which has the meaning outlined below).
- b. **“Materially Affected”** means that the inaccessibility or failure of a **Service Platform** (which has the meaning outlined below) element such that either the functioning of the public display elements of the system are impacted to a degree that would be noticeable to the average viewer AND/OR such that the End User is not able to make a desired **Content Change** (which has the meaning outlined below)
- c. **“Unavailable Status”** means the condition in which a platform element cannot be successfully utilized in a manner consistent with the normal operation of the **Service Platform** except when such lack of availability is the result of one of the exclusions outlined in Section 6.
- d. **“Service Platform”** means all the elements of the Provider’s infrastructure, and the directly connected supporting infrastructure which is nominally under the control of the Provider either directly or via contracted service with a third party service provider. The Service Platform does not include Public Internet infrastructure, End User provided infrastructure, un-managed End User owned displays and supporting systems, End User network infrastructure, and 3rd party content APIs.
- e. **“Content Change”** means the modification or replacement of a discrete element of the visual content display on the public display elements of the system. This can include, but is not limited to: Adds, Moves, Deletions, or Modifications of images, videos, data elements, configurations, scheduling, programming, or API data.
- f. **“Content Change Request”** means the submission via one of the support channels provided by Provider included in a given End User’s **support plan** (which has the meaning outlined in Section 2) of a request to perform a **Content Change**. Such request must contain at least the required elements such as the content item, content location, scheduled start, scheduled end (if any) and publishing location.
- g. **“Content Change Credit”** means a single **Content Change Request** whether it is an Add, Move, Change, or Remove. A single request may affect any number of controllers. It may also represent multiple files or changes as long as they are to the same channel layout, app, or campaign.
- h. **“Content Design Credit”** means a credit, withdrawn from a pool of credits granted by either a **support plan** or a one-time purchase of a set number of credits, which are used when End Users request the creation of a new piece of digital content or a non-trivial change to an existing piece of content. Different types of content require different numbers of content credits from a single credit for the creation of a template-based image to 10 credits for 30 seconds of video. See the Content Credit guide for specific credit costs and other details.

2. Support Plans:

End User may choose from the support plan offerings outlined below that offer different divisions of responsibility for the day-to-day operation and maintenance of the MessagePoint.TV Service:

a. Self-Managed

With self-managed service, the Provider is responsible for the maintenance and operation of the Service Platform. The End User is responsible for all content changes, content creation, and initial triage and diagnosis of the failure of any End User premises equipment.

i. Support Scope –

1. **Remote:** Provider is responsible for maintaining the shared MP.TV Service platform that support the End User's premises MP.TV infrastructure or displays, controllers and supporting infrastructure. This End User premises infrastructure is not included in Provider's support scope except as outlined below in the limited co-managed support entitlement.
2. **Remote:** End Users are entitled to attend such scheduled one to many online training sessions, webinars, and Q&A sessions as Provider makes available to any other End User. End User may also access recordings, if available, of such trainings.
3. **Remote:** End User may submit usability questions via the Provider's support forums or via e-mail support which will be answered on a best-efforts basis.
4. **Remote:** End User is entitled to one 2-hour annual design and usability training session via web / video conference.
5. (optional) **OnSite:** Training may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.
6. (optional) **OnSite:** Consulting may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.

ii. Content Change Credits – Except as outlined below in the limited co-managed support entitlement, there are no Content Change Credits included in the self-managed support agreement. End User can request content changes from Provider on a time and materials basis according to the prevailing professional services rate schedule.

iii. Content Design Credits – There is no monthly allowance of Content Design Credits with the self-managed support plan. End User may, at their sole option, either purchase bundles of Content Design Credits separately for on-demand content creation services, or may contract content creation services from Provider on a time and materials basis according to the prevailing professional services rate schedule.

iv. Technical Support – End Users may submit technical support tickets to Provider. Assistance will be provided according to the support availability outlined in Section 4.

v. Limited Co-Managed Support Entitlement – Because Provider recognizes that the need to maintain the MessagePoint.TV system does not stop if a key employee is out for vacation, health issues, or leaves the organization, Provider provides a limited co-managed support entitlement with all self-managed support subscriptions. Starting on the first calendar day of a new contract year, self-managed End Users are granted two weeks of co-managed support entitlement. At any time during the contract year, the End User's designated point of contact, or a senior officer of the organization, is entitled to request the activation of a 7-day co-managed support entitlement. For the next 7 days, without any additional cost, Provider will provide Services consistent with the co-managed support plan below. The ability to provide this Service is provided on a best efforts basis and may be limited by the available information about the configuration and normal operation of the End User's services. End User may use both entitlements in a back-to-back

14-day period but may not use less than 7 days in one incident. Co-Managed support entitlements that are not used in a given contract year do not carry over to the next year and are waived.

b. Co-Managed

With co-managed service, the Provider is responsible for the maintenance and operation of the Service Platform. In addition, the Provider is responsible for the monitoring and management of the End User's controller and display infrastructure to include such functions as monitoring for availability, remotely updating End User software, and proactively notifying the End User specified point of contact of any required diagnostic or remedial actions needed to maintain the proper functioning of the MessagePoint.TV displays and controllers. The End User is responsible for creating any content to be displayed on the system. The End User is also responsible for providing any on-premises support. This includes both assisting the Provider's support team with diagnosing problems that require local action, as well as providing escalation support for maintenance or remedial action that requires local presence.

i. Support Scope: Provider will provide the following Services to End User in support of the End User's MessagePoint.TV infrastructure of displays, controllers and related infrastructure:

1. **Remote:** Pro-Actively monitor display controllers for availability / connectivity.
2. **Remote:** When new platform or core app versions are released, perform stability trials against a sample End User environment, and after testing for at least 24 hours perform a remote upgrade of the currently deployed version to the updated platform version. Should any display controller fail to upgrade and local intervention is required, the End User would be responsible for this service
3. **Remote:** Provide basic usability and administrative on-demand training via teleconference, video conference or web conference on a scheduled basis.
4. **Remote:** Create or remove user login accounts to the OnSign.TV/MP.TV platform and support with accessibility issues.
5. **Remote:** Provide usability support via email or web ticketing system, with escalation to chat, teleconference, web-conference, or video-conference based support as-needed.
6. **Remote:** End User is entitled to a 2-hour bi-annual design and usability training session via web / video conference.

ii. Content Change Credits – On the first calendar day of each month, End User is granted five Content Change Credits per controller with a support subscription. These credits may be pooled and used for changes that affect any controller or set of controllers. Unused credits may be carried over for up to 12 months. Excess Content Change Requests will be billed at the prevailing professional services rate schedule after written confirmation by the End User.

iii. Content Design Credits – There is no monthly allowance of Content Design Credits with the co-managed support plan. End User may, at their sole option, either purchase bundles of Content Design Credits separately for on-demand content creation services, or may contract content creation services from Provider on a time and materials basis according to the prevailing professional services rate schedule.

- iv. **Technical Support** – End Users may submit technical support tickets to Provider. Assistance will be provided according to the support availability outlined in Section 4.

c. Fully-Managed

With fully-managed service, the Provider is responsible for the maintenance and operation of the Service Platform. In addition, the Provider is responsible for the monitoring and management of the End User's controller and display infrastructure to include such functions as monitoring for availability, remotely updating End User software, and proactively notifying the End User specified point of contact of any required diagnostic or remedial actions needed to maintain the proper functioning of the MessagePoint.TV displays and controllers. The End User also receives a budget of Content Design Credits that can be used to request content production from Provider's expert design team. The End User is responsible for providing initial triage for on-premises support. This consists of assisting the Provider's remote support team with diagnosing problems that require local action (such as visually checking the status of displays, rebooting display controllers, or performing other simple troubleshooting steps. Once these steps have been performed, should further escalation support be required for maintenance or remedial action, Provider will dispatch an on-site technician at no additional cost to the End User.

- i. **Support Scope:** Provider will provide the following Services to End User in support of the End User's MessagePoint.TV infrastructure of displays, controllers and related infrastructure:

1. **Remote:** Pro-Actively monitor display controllers for availability / connectivity.
2. **Remote:** When new platform or core app versions are released, perform stability trials against a sample End User environment, and after testing for at least 24 hours, perform a remote upgrade of the currently deployed version to the updated platform version. Should any display controller fail to upgrade and local intervention is required, Provider will dispatch an onsite technical resource to diagnose and solve the problem.
3. **Remote:** Provide basic usability and administrative on-demand training via teleconference, video conference or web conference on a scheduled basis.
4. **Remote:** Create or remove user login accounts to the OnSign.TV/MP.TV platform and support with accessibility issues.
5. **Remote:** Provide usability support via email or web ticketing system, with escalation to chat, teleconference, web-conference, or video-conference based support as-needed.
6. **Remote:** End User is entitled to a 2-hour quarterly design and usability training session via web / video conference.
7. **On Site:** Provider will dispatch technical resources to the display location to troubleshoot or repair issues with Provider provided equipment such as controllers, displays, and integrated intelligent displays. Should an issue be determined to be caused by issues or failures with the End User provided infrastructure such as power, ethernet, WiFi, or internet access, then this on site service will be billable at the rates in the prevailing professional services rate schedule.

- ii. **Content Change Credits** – End User is granted an unlimited monthly pool of Content Change Credits subject to the following conditions.

1. All Content Change Requests must be submitted via Provider's e-mail, web portal, or chat support channels.
 2. Content Change Credits do not provide content creation services. End User will provide the new or modified content to Provider as part of the request, if applicable.
 3. Content Change Credits may only be used for City content, and may not be used for third party content such as outside advertising or sponsorship content.
- iii. **Content Design Credits** – On the first calendar day of each month, End User is granted two Content Design Credits per controller with a support subscription. These credits may be pooled and used to create signage content at a per credit cost as outlined below. Unused credits may be carried over for up to 12 months. For excess content design requests, End User may, at their sole option, either purchase bundles of Content Design Credits separately for on-demand content creation services, or may contract content creation services from Provider on a time and materials basis according to the prevailing professional services rate schedule.
1. New Image Content Based on An Existing Template – 1 Credit Each Item
 2. New Image Template (including the initial image) – 2 Credits Per Template
 3. New HTML Animation Based on An Existing Template – 3 Credits Per Item
 4. New HTML Animation Template (Including 1st Animation) – 5 Credits Per Template
 5. New Video Content Based on Existing Template – 10 Credits Per 30 Seconds
- iv. **Technical Support** – End Users may submit technical support tickets to Provider. Assistance will be provided according to the support availability outlined in Section 4.

Given the three (3) Support Plan options, the parties have chosen Support Plan “a – Self Managed” for this Agreement.

- 3. End User Requirements - In order for Provider to deliver the Services outlined in the SLA to End User, the following requirements apply:**
- a. End User must designate one (or more as required for operating schedule coverage) point of contact for each location who will act as liaison to provide required access, perform any simple troubleshooting or triage steps at the direction of Provider support personnel, inspect any work performed, and/or provide site specific information.
 - b. End User must provide Internet and API access to the MP.TV controller or intelligent display. Access must not be blocked by firewalls or content filters to the required cloud-based services and sites. Failure to provide this access may result in diminished capability up to and including service outage that would be beyond Provider's control.
 - c. If Provider is providing installation services as part of this SLA, End User must provide appropriate power to a location within 2 metres of the display. If the location is not located behind the display, Provider may use surface mount conduit or anchors to secure cabling to the wall in order to reach the provided power source.
 - d. Provider will provide information in writing to End User about the supported form, including size, format, and copyright requirements, and End User will provide all content in such supported form.

- e. End User will respond promptly to any reasonable Provider request for any reasonably required assistance, information, or logistical assistance.
- f. (Optional) If End User desires for Provider to provide schedule related content or visual applications, such information must be provided electronically in a supported static or API format as required (CSV, JSON) according to Provider guidelines. Failure to provide accurate information or timely updates will likely result in undesirable or inaccurate results that will be beyond Provider's control.

4. Service Levels:

The Service Platform shall be available as set forth in this Service Level Agreement for End User's access and use during any calendar month during the term.

Uptime & Performance:

Provider guarantees that this Service Platform will achieve a minimum Platform Uptime Percentage of **99.00** percent and will be fully functional as set forth below.

Downtime caused by Scheduled Maintenance as defined in the Section entitled "Scheduled Maintenance" (below) is not included in the calculation of downtime. Uptime is defined as the time that the Service Platform is operational. Uptime will be measured monthly as a percentage. The Platform Uptime Percentage will be calculated by dividing (a) the total number of available hours minus the total number of downtime hours by (b) the total number of hours available in such month.

Force Majeure events shall not be included in the uptime calculation. In addition, once Provider has properly notified the End User designated point of contact of an action that needs to be taken for diagnostic, resolution, or workaround reasons, the time taken by End User personnel to perform this action and report back to Provider shall not be included in the uptime calculation. Also, once Provider has properly notified the designated End User point of contact of an out of service condition caused by the failure of an End User or End User contracted 3rd party infrastructure or data service, such as power, internet, 3rd party API, or network connectivity, additional downtime related to this condition shall not be included in the uptime calculation.

Resolutions: Provider may correct any error or outage by providing a fix or reasonable workaround. Provider will use any commercially reasonable efforts to further correct any such issue, but once a workaround is in place, no specific resolution period is promised or contracted.

Support:

Provider shall provide 12x5 technical support for the Platform from 7am to 7pm Central Time (24x7 for business critical issues).

Scheduled Maintenance:

Provider reserves the right to take the platform offline for up to eight (8) hours monthly for maintenance ("Scheduled Maintenance"), provided that Provider shall give End User at least two (2) business days' advance written notice of any Scheduled Maintenance, except in the case of a critical maintenance window, where the failure to perform such maintenance in a timely fashion is likely to result in a critical system failure or an I.T. security breach, and further provided that no single offline period, that affects End User's actual digital signage services that the End User is consuming, shall exceed twelve (12) hours in duration. Provider will use all commercially reasonable means to conduct Scheduled Maintenance outside of End User's business hours.

Product Upgrades:

During the term of this SLA, Provider will make available to End User standard upgrades, product upgrades and patches as they are released to Provider's general customer base.

Any production version should be within the last three (3) service upgrades in order to provide high availability, security and reliability with swift support for the End User platform.

a. Upgrade Process:

Provider will work with End User to determine an appropriate time to upgrade End User's platform. Upon completion of the upgrade, Provider may require that End User certify that all functionality is working correctly.

b. Upgrading Custom Work:

Any custom modifications that must be upgraded or modified in order to function properly following a product upgrade are subject to additional professional services fees under a separate scope of work.

5. Data Ownership and Backups:

- a. Data Ownership** – Provider retains sole ownership of the program code, configurations, and parameters that collectively make up the Service Platform. End User shall have no rights to this software and materials in the event that the End User's license to use the Service Platform is terminated. End User retains the right to any media files, images, video, or End User supplied application code stored in the MP.TV content repository. Provider agrees to delete this content upon written request from an authorized representative of End User. In addition, Provider will provide a copy of all data stored in the content repository via FTP access upon request or will provide a copy of this data upon request on removable media subject to the payment of reasonable direct labour costs and materials required to produce this copy, as mutually agreed upon pursuant to written agreement by the parties. In addition to the content repository, certain information such as logging, proof of play, and audit information is stored in the platform. This information is retained as long as the respective controller/player is still provisioned in the Service Platform. Some system level information may be maintained as long as at least one controller/player is still maintained in the account. This information may be freely accessed via the platform administration web-UI and may be exported by the End User via the inbuilt functions of the platform. In addition, as long as any co-managed or fully managed support plan is in force, then Provider will assist in the bulk export of this information as part of the support plan.
- b. Data Backup** – All critical elements of The MP.TV platform that contain non-transient or static data are protected from loss via regular system level snapshots and through server and or data centre level distributed redundancy. These provide for a recovery point objective of 4 hours or less. Data continuity plans vary by infrastructure component and details for a specific component are available upon request. Non-Critical elements such as transient data, or dynamic data that can be easily re-imported from the source system or re-created within the resolution time may be protected by less stringent backup and redundancy methods. In any case, Provider's platform backup strategy is designed to protect from platform failure, and not from accidental deletion or misconfiguration. As a shared platform, many of Provider's platform-level components do not support a data restoration or rollback of a single end user or data element. End User agrees that it shall not use the MP.TV Content Store as the sole storage location for any file or set of files as Provider is unable to provide single file or individual End User data restoration services.

6. Exclusions: The following exclusions apply:

- a. End User agrees that they will promptly respond to any request for information or action by Provider, and that any time that is expended waiting for such response shall not apply to any calculation of Platform Uptime Percentage.
- b. End User agrees that Provider's MessagePoint.TV platform is dependent on unrestricted connectivity to its cloud servers and infrastructure via the public internet. Any interruption or degradation of this connection prior to the initial point where the Provider has control of the network connection is beyond the Provider's control and shall not apply to any calculation of Platform Uptime Percentage.
- c. End User agrees that it shall provide Provider with reasonable network and internet access to the End User's infrastructure.
- d. End User agrees that it will only use the MessagePoint.TV infrastructure to display non-private public information for which it has appropriate licence or copyright permissions, and that any interruption in service due to legal or other action related to the display of prohibited content shall not be included in the calculation of Platform Uptime Percentage.
- e. End User agrees that it will not provide access to the MessagePoint.TV platform to any entity or individual that is not a direct employee or independent contractor of the End User without written permission of Provider. If End User provides such access and the result of this access is platform downtime, then any downtime shall not apply to any calculation of Platform Uptime Percentage. In addition, remediation of any issues caused by such unauthorized party's access shall not be covered by any support plan and shall be subject to time and materials professional services at the rates outlined in the current professional services rate schedule.
- f. End User access to the platform is conditional on the payment of all undisputed invoices for fees due under and according to the payment terms set forth in Order Form Number Three (3) and the Master Agreement. In the event that payment is not made in accordance with the payment terms set forth in Order Form Number Three (3) and the Master Agreement, access to the platform may be suspended, data may not be collected, and regular content display may be interrupted. In addition, sixty (60) days after this suspension, Provider reserves the right to remove the provisioning, configuration, logging, and metadata associated with any controllers/players under the account. This may result in the loss of historical information including, but not limited to, proof of play and metadata associated with these devices. Ninety (90) days after suspension, Provider reserves the right to remove the End User's account from the platform and purge all data.

MPM EQUIPMENT WARRANTY

MPTV-E: Outdoor Display Warranty Terms/Policy

For how long after the purchase:

- Thirty-six (36) months from date of delivery for parts and labor for commercial use.

What we will do:

- At MPM's discretion, (1) pay an Authorized MPM Service Center for both labor charges and parts to repair the defective display component, or (2) replace the display's defective component with a new or refurbished/remanufactured equivalent value component. The decision to repair or replace the component will be made solely by MPM. See "How to get service".

How to get service:

- End User agrees to contact Vontas Customer Care for any support issue or RMA and Vontas will facilitate support from MPM as needed.
- Please have the original purchase receipt or proof of purchase (bill of sale or receipted invoice) which states that condition of the unit (New, Used, etc.), the unit's date of purchase, place of purchase and model/serial number ready. The model/serial number information can be found on the back of your unit.
- A representative must troubleshoot the problem over the telephone or through e-mail before receiving service. If it is determined that the unit requires service, the service location will be at the sole discretion of MPM based upon the MPM Limited Warranty Statement.
- At the sole discretion of MPM, display components will either be repaired at an Authorized MPM Service Center or directly exchanged for a new or refurbished/recertified unit. It will be end-user's responsibility to swap the defective component unless a MPM "On-Site Supplemental Warranty Agreement" has been purchased.
- If repaired at an Authorized MPM Service Center, MPM is not responsible for transportation costs to the Authorized MPM Service Center. However, if End User obtains an RMA from MPM prior to shipment, MPM will pay for return shipping. MPM will provide instructions for packaging and shipping the component. Components and entire units returned without an RMA may be held until End User obtains an RMA or arranges pre-paid return shipping at MPM's sole discretion and may be disposed of after 120 days. Components that are improperly packed and damaged during shipping are not covered under the product warranty. • Proof of purchase in the form of a bill of sale or receipted invoice from an Authorized Dealer which is evidence that the product is within the warranty period must be presented to obtain warranty service.
- In the event that a unit is to be replaced, a picture of the back of the unit showing the model and serial number and picture of the issue itself may be required. • PRE-AUTHORIZATION MUST BE OBTAINED BEFORE (1) SENDING ANY PRODUCT TO AN AUTHORIZED MPM SERVICE CENTER, OR (2) OBTAINING ANY ON-SITE REPAIR/REPLACEMENT/ RENTAL SERVICES.

What the warranty does not cover:

- A unit sold in "As-Is", "Used", "Factory Reconditioned", "Factory Re-Certified", or "Refurbished", condition or with faults.
- Units physically broken during shipment from a Dealer. Please contact the Dealer for assistance.
- Entire Display Units Returned without Authorization from MPM
- Installation and related adjustments, or damage resulting from installation.
- Damage resulting from non-approved installation methods.

- Damage from misuse, abuse, neglect, vandalism, normal wear and tear, cosmetic damage, mishandling, faulty installation, or power line surges.
- Markings or images on the display's panel resulting from viewing fixed images (including but not limited to data or images in fixed screen locations).
- A display that has been modified or incorporated into other products without permission and consultation with MPM.
- A unit purchased or serviced outside the USA or Canada.
- Acts of nature or God, such as but not limited to vehicular accident, flooding, water leakage, or lightning damage.
- Special, incidental or consequential damages.

Pixel Defect Policy

We strive to deliver the highest quality products and use some of the industry's most advanced manufacturing processes whilst practicing stringent quality control. However, pixel or sub-pixel defects on the EDP / TFT panels used in LCD and EPD - displays are sometimes unavoidable. No manufacturer can guarantee that all panels will be free from pixel defects, but MPM guarantees that any LCD and EPD- displays with an unacceptable number of defects will be repaired during the warranty period in line with the warranty conditions.

This notice explains the different types of pixel defects and defines the acceptable defect level for the LCD screen. In order to qualify for repair under warranty, the number of pixel defects must exceed a certain level as shown in the reference table. If the LCD screen is within specification a warranty exchange / claim back will be refused. Additionally, because some types or combinations of pixel defects are more noticeable than others, MPM sets even higher quality standards for those.

Bright dot defects appear as pixels or sub-pixels that are always lit or "on"

Black dot defects appear as pixels or sub-pixels that are always dark or "off "

In order to qualify for repair due to pixel defects during the warranty period, a PDP / TFT panel in a MP.TV LCD display must have pixel or sub- pixel defects exceeding the tolerances listed in the following table.

BRIGHT DOT EFFECT	ACCEPTABLE LEVEL
1 lit Pixel	4
BLACK DOT EFFECT	ACCEPTABLE LEVEL
1 dark pixel	10
TOTAL DOT DEFFECTS OF ALL TYPES	12

LIMITATION OF WARRANTY

THE WARRANTY STATED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT. NO VERBAL OR WRITTEN INFORMATION GIVEN BY MESSAGE POINT MEDIA, ITS AGENTS OR EMPLOYEES SHALL CREATE A GUARANTY OR IN ANY WAY INCREASE OR MODIFY THE SCOPE OF THIS WARRANTY.

REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER. MESSAGE POINT MEDIA SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF

THIS PRODUCT OR ARISING OUT OF ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT. THIS DISCLAIMER OF WARRANTIES AND LIMITED WARRANTY ARE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED TO THE APPLICABLE WARRANTY AND WARRANTY PERIOD SET FORTH ABOVE. THIS WARRANTY IS SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE VISIT WWW.MPMEDIA.TV TO VIEW THE MOST CURRENT VERSION.

How State Law relates to this warranty:

- Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.
- This warranty gives you specific legal rights, and you also may have other rights that vary from state to state.

Service calls which do not involve defective materials or workmanship are not covered by this warranty. Costs of such service calls are the sole responsibility of the purchaser.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.6.1

To: Regional Transportation Commission

From: Laura Freed, Director, Administrative Services

SUBJECT: Revisions to RTC Personnel Rules (Chapter 10 - Benefits)

RECOMMENDED ACTION

Approve revisions to Chapter 10 (Benefits) of the RTC Personnel Rules pursuant to RTC Personnel Rule 1.3.

BACKGROUND AND DISCUSSION

The RTC's Personnel Rules are currently undergoing revision. A larger action item will be brought to the Board once that revision is complete. However, after conducting over ten recruitments since the beginning of Calendar Year 2023, it has become clear that certain amendments are needed sooner to keep RTC competitive in the local job market.

This item pertains to changes related to eligibility for health care benefits, and years of service awards. A redline version of the proposed changes is attached to this staff report. The changes are intended to accomplish the following:

1. Shorten the waiting period for health insurance for new hires from the 91st day of employment to the 31st day of employment;
2. Shorten the waiting period for long-term disability insurance from the first of the month following 90 days' employment to the first of the month following 30 days' employment;
3. Shorten the waiting period for IRS Section 125 flexible spending benefits from the first of the month following 90 days' employment to the first of the month following 30 days' employment;
4. Formalize the amounts to be paid to employees for Years of Service awards; and
5. Formalize the requirement approved by the RTC Board in January 2022 that retired RTC employees hired prior to June 1, 2013 that are eligible to participate in RTC's group health insurance plans must enroll in Medicare (Parts A and B) upon becoming eligible and maintain enrollment in order to participate, with the exception of 10 previous retirees that did not enroll in Medicare during their initial eligibility periods.
6. Clarify language (with no substantive changes) regarding eligibility, and the portion of the premium paid, for certain employees hired prior to June 1, 2013 that participate in RTC's group health

insurance plans.

Pursuant to RTC Personnel Rule 1.3, all changes to the Personnel Rules are to be made available to all employees. The Administrative Services Department posted these revisions on its internal SharePoint site on October 4, 2023 to give employees notice of the changes and an opportunity to comment.

The item supports the FY2024 RTC Goal, "Update Personnel Rules and Board By-laws."

FISCAL IMPACT

De minimis. The change would require the RTC to begin subsidized health insurance at the 31st day of employment rather than the 91st day, and the earlier payment of health insurance premiums is dependent on the number of new hires.

PREVIOUS BOARD ACTION

5/20/2022 Approved modifications to RTC Personnel Rule 10.5 (Deferred Compensation) effective January 1, 2022.

9.2 Payment of Benefits Upon Separation

1. All unpaid wages will be paid to a separating employee calculated to the date and time of separation. The RTC shall issue a paycheck by the next payday following the effective date of resignation. Whenever an employee is terminated, the wages and compensation earned and unpaid at the time of such termination shall become due and payable on the next regular payday.
2. All accrued but unused vacation time will be paid except for any employee who terminates before the completion of six (6) months' continuous service. Separating employees will be paid a lump sum for all unused compensatory time.
3. Separating employees may be eligible for a lump sum payment for accrued sick leave in accordance with Section 11.

10 BENEFITS

*The following policies can be found on Sharepoint :
<http://rtc/sites/hr/Management%20Policies/Forms/AllItems.aspx>
Remote Work
Travel
Tuition Reimbursement*

Commented [LF7]: Again, remove and put into Personnel Rules, but only Tuition Reimbursement belongs in this chapter. Travel is its own chapter. Remote Work is a policy, not a "benefit" any longer, given the global change in working patterns

10.1 Public Employees' Retirement System of Nevada (PERS) Contributions by Employer

In accordance with state law, the RTC shall pay one hundred percent (100%) of the amount required by the Public Employees' Retirement System of Nevada (PERS) for contribution to the retirement account of each RTC employee eligible for membership in the System. Any yearly increase or decrease in PERS contribution shall be reported by the Finance Department to the Executive Director, who shall report that information to both employee and the RTC Board of Commissioners.

10.2 Group Insurance for Active Employees Plans

1. RTC employees are eligible to participate, effective ~~3~~91 days from date of hire, in any group health, life, vision, and dental insurance plans which the RTC may offer. The RTC will pay 100% of the group health premium for all eligible employees and 50% of the group health premium for eligible employee dependent(s). Annual changes in the

full cost of the health insurance premiums, as well as the subsidized employee contribution, shall be reported to all employees by the Finance Department and/or the Administrative Services Department prior to the start of each plan year.

2. For employees who are granted a leave of absence refer to RTC Management Policies P-44 Leave of Absence (non-FMLA) and P-44(A) FMLA.

10.3 Group Insurance Coverage for RTC Retirees

- 3.1. Eligible employees hired prior to June 1, 2013, who retire from the RTC and who meet the established requirements, are eligible to participate in the group health insurance plan in effect at that time with a portion of the premium paid by the RTC.

In order to qualify, a person must meet the requirements for retirement under the Public Employees' Retirement System of Nevada (PERS).

RTC employees hired prior to June 1, 2013, with a minimum of ten (10) years of continuous ~~service~~employment at the RTC, who immediately begin drawing retirement benefits from the ~~Public Employees' Retirement System of Nevada (PERS)~~ upon leaving RTC employment, are eligible to participate in the group health insurance then in effect. Retirees are required to enroll in Medicare upon becoming eligible to do so, with Medicare as the primary insurance and RTC group insurance as secondary.

For purposes of calculating eligibility for retiree insurance benefits, the number of years an employee has been in the service of the RTC shall include all periods of continuous ~~employment~~service after the date the employee was last hired as a regular RTC employee, inclusive of years of service with Washoe County immediately prior to July 1, 1985, for RTC employees as of July 1, 1985, and former periods of service if each applicable period of separation may be bridged pursuant to the bridging provisions listed below.

A period of separation may be bridged to increase the number of years of ~~employment~~service under the following circumstances:

- i. A period of separation which resulted from a layoff may be bridged to increase the number of years of service if the employee was subsequently rehired pursuant to P-51 Layoff and Recall Policy.
- ii. A period of separation may be bridged if the employee was rehired within one (1) year after the date of commencement of the separation and the employee has been in the continuous service of the RTC for one (1) year after the date the employee was rehired.

For full-time employees who meet these requirements, the RTC will contribute fifty percent (50%) of the health insurance premium for retirees with at least ten (10) ~~y~~years of serviceemployment at the RTC, seventy-five percent (75%) of the premium for retirees with at least fifteen (15) ~~y~~years of employment at~~service~~ the RTC, and

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one hundred percent (100%) of the premium for retirees with at least twenty (20) years of [employment service the RTC](#).

~~Part-time employees reaching the milestones of ten, fifteen, and twenty years of service would be eligible for the benefit described above for retiring employees. Any part-time employee who was hired prior to June 1, 2013, who reaches the milestones of ten, fifteen, or twenty years of employment at the RTC would be eligible for the benefit described above for retiring full-time employees under the same requirements and conditions, except that the contribution would be prorated by 50%. Specifically, twenty-five percent (25%) of the premium would be contributed for at least 10 years of part-time [employment service](#), thirty-seven and one-half percent (37.5%) of the premium for at least 15 years of part-time [employment service](#), and fifty percent (50%) of the premium for at least 20 years of part-time [employment service](#).~~

The payments specified above will be made in accordance with and are subject to all applicable laws in effect at the time of the employee's retirement and are contingent upon the employee being medically eligible to be reinstated into the RTC retiree health insurance program if there has been a break in coverage under the RTC health plan.

~~40.3~~[10.4](#) Long Term Disability Insurance

Eligible employees are automatically enrolled in a long-term disability plan on the first (1st) of the month following ~~thirty~~[thirty](#) ~~ninety~~ (390) days' employment. This plan pays up to two-thirds (2/3) of an employee's salary after ninety (90) days' disability.

~~40.4~~[10.5](#) IRS 125 Flexible Benefits Plan

Employees are eligible to join the IRS 125 Flexible Benefit Plan on the first (1st) of the month following ~~thirty~~[thirty](#) ~~ninety~~ (390) days' employment. This plan allows employees to set aside pre-tax dollars to fund expenses such as dependent care, health insurance premiums, and unreimbursed medical expenses. This benefit is through payroll deduction with open enrollments yearly.

~~40.5~~[10.6](#) Deferred Compensation

Employees may participate through payroll deduction in their choice of deferred compensation programs offered by the RTC. The RTC will contribute to each employee's deferred compensation program, as matching funds, up to 2% of each employee's annual base salary.

~~40.6~~[10.7](#) Life Insurance

The RTC Group Life Insurance covers all eligible employees. This insurance is payable in the event of the employee's death, in accordance with the policy, while the employee is insured. The summary plan booklet provided by our insurance company includes details on employee life insurance.

~~10.7~~10.8 **Credit Union**

Employees of the RTC may participate in a Credit Union. Payroll deduction is available.

~~10.8~~10.9 **Tuition Reimbursement**

Employees wishing to continue their education and/or pursue additional training that relates to their employment at the RTC may apply for tuition and textbook reimbursement. Prior approval is required, and a grade of "C" or better is necessary for reimbursement of tuition and textbooks. The maximum benefit is five thousand-two hundred and fifty dollars (\$5,250) per calendar year.

~~10.9~~10.10 **Employee Assistance Program (EAP)**

Employees and their immediate families are eligible to use the services provided by the RTC's Employee Assistance Program. This benefit offers professional counseling with three (3) visits per ~~12-month~~12-month period, per problem at no charge to the employee. The Employee Assistance Program is strictly confidential, and use of the program does not jeopardize an employee's position at the RTC.

~~10.10~~10.11 **Training**

1. Training: Responsibility of Appointing Authority

The Appointing Authority shall be responsible for the provision of orientation, induction, and on-the-job training and for the continuing development of the employees in their department.

2. Training in New Processes

Whenever the duties of a position are to be materially changed by the introduction of new machinery or processes requiring different skills and knowledge, any regular or probationary employee affected by the change shall be given reasonable opportunity, at the expense of the RTC, to learn to perform the new duties and to qualify for status in any new class of positions required for such work. An employee who, after a reasonable training period, qualifies for appointment in the different class shall be deemed to possess the specific education, experience, or other requirements for such class and shall be appointed thereto with the same status which he or she last had in the previous class. Employees who do not qualify for such appointment shall be reassigned to other duties appropriate to their previous class or be laid off in accordance with the provisions of the Merit Personnel System concerning layoff.

3. Specialized Training

To meet the needs of RTC service for scientific, technical, professional, and management skills which cannot be provided through available in-service training, the Appointing Authority may arrange for the provision of such training through recognized educational or training facilities.

~~10.14~~**10.12** **Severance Pay**

Employees in the unclassified service serve at the pleasure of the Executive Director. Unclassified employees who are terminated for reasons other than misconduct or unsatisfactory performance of their duties shall be entitled to severance pay. Severance pay shall consist of one (1) month's pay for each year of service (prorated) up to a maximum of six (6) months. To be eligible for severance pay, an employee must enter into and not revoke a Severance Agreement and Release of All Claims with the RTC.

~~10.12~~**10.13** **Direct Deposit of Payroll Checks**

Employees may elect to have their payroll checks directly deposited in the financial institution of their choice.

~~10.13~~**10.14** **Computer Purchase Program**

Interest free loan of \$1,500 for the purchase of a home computer and/or software. The loan must be pre-approved and meet the established guidelines. The loan will be repaid by payroll deductions. The maximum repayment period is two years (52 pay periods). To participate in the program, the employee must be employed by the RTC at least one year and agree to all terms and conditions. Employees will also be required to execute a promissory note for the loan amount and to authorize payroll deductions for payments. Should the employee terminate employment with the RTC prior to full repayment of the loan, the employee agrees to pay the balance of the payments either through deductions from the final paycheck or through an additional final payment.

~~10.14~~**10.15** **Health Fair**

Employees may participate in any annual employee Health Fair.

~~10.15~~**10.16** **Employee Wellness Program**

Employees who wish to join a local health club may arrange for the RTC to pre-pay the annual fee, with employee reimbursement made through payroll deductions. Employees participating in this program must sign a promissory note.

~~10.16~~**10.17** **RIDE Bus Pass**

Employees may use their RTC Identification Card to ride on any RIDE Bus without cost.

~~10.17~~**10.18** **Service Awards**

Eligible employees having 5, 10, 15, 20, 25, ~~or 30, or 35~~ years of service will receive a recognition gift consistent with their years of service. [The following amounts are provided based upon number of years of service to the RTC:](#)

- [5 Years of Service:](#) \$75
- [10 Years of Service:](#) \$150

- 15 Years of Service: \$300
- 20 Years of Service: \$500
- 25 Years of Service: \$900
- 30 Years of Service: \$1,300

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11 ATTENDANCE AND LEAVES

11.1 Normal Work Week

1. The normal work week for RTC employees shall be forty (40) hours, except that work weeks of a different number of hours may be established in order to meet the varying needs of different departments.
2. Except as otherwise provided by statute, the offices of the RTC shall be kept open on all days, except Saturdays and Sundays and fixed holidays as defined in Section 11.2, from 8:00 a.m. to 5:00 p.m., for the transaction of public business.
3. RTC Standard Operating Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday. These operating hours apply to most ~~full-time~~full-time positions and include an unpaid hour meal period.
4. Flextime is a work schedule that varies from the standard operating hours. Upon prior approval from the Department Director, employees may flex their work time by working the same number of hours per week during a different schedule. Approval is on a case-by-case basis. The approval or denial of the flextime request will be based on staffing needs, the employee's job duties, the employee's work record and the employee's ability to temporarily or permanently return to a standard work schedule when needed. A flextime arrangement may be suspended or cancelled by the Director at any time.

11.2 Responsibility for Time Reporting

Employees are responsible for accurately completing their own timesheets. Supervisors shall not alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes the employee has completed his/her timesheet in error, the supervisor shall discuss the issue with the employee.

All non-exempt employees will record all hours worked and all leave time taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.

11.3 Rest and Meal Periods

1. Employees will be granted one 15-minute break or rest period during each work period of four or more hours. Employees should not take rest periods at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

2. Employees who work six or more hours in a work day must schedule an unpaid and uninterrupted meal period of not less than 30 minutes and generally no more than 90 minutes during each day worked. Directors may approve a longer meal period based on business needs. The meal time should normally occur in the middle of the work schedule, but may be altered, as is reasonably feasible, to fit the purpose of the flex schedule and customary business needs.

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.

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

And any day that may be appointed by the President of the United States for public fast, thanksgiving or as a legal holiday for occasions other than those listed herein.
 - 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.
2. Holidays will be observed as follows:
 - i. For employees working a five-day (5-day) work week, if a fixed holiday falls upon an employee's regular day off, the holiday shall be observed the day immediately preceding or the day immediately after the specific holiday.
 - ii. For employees having more than two (2) days off per week, (such as someone working four (4) ten-hour (10-hour) days with three (3) consecutive days off), if any fixed holiday falls upon an employee's regular day off, the holiday shall be observed the day immediately before or the day immediately after the specific holiday. If the fixed holiday falls on the second (2nd) day of three (3) consecutive days off, the holiday shall be observed on either the day immediately before or immediately after the regular days off at the discretion of the Appointing Authority.
3. Full-time employees working other than five (5) eight-hour (8-hour) days per week are entitled to the same number of paid holiday hours for fixed and floating holidays as employees working a standard work week.

4. All employees who work a 4/10 (four ~~10-hour~~ 10-hour work days) schedule shall use annual leave time or compensatory time (if applicable) in order to receive 10 total hours of holiday pay.
5. Floating holiday accruals will be effective with the beginning of each calendar year. For full-time employees beginning employment after January 1, the number of floating holidays accrued shall be prorated at the rate of four (4) hours for every full month remaining in the calendar year. Accruals for part-time employees shall be prorated based on their regularly scheduled work week for every full month remaining in the calendar year.

11.5 Compensation for Holidays Worked; Limit on Accrual

1. The equivalent holiday or cash payment shall be allowed within a reasonable time after the officially designated fixed holiday. Cash payment for hours worked on a fixed holiday shall be paid at the appropriate overtime rate as defined in Section 5.11. Employees must be either in a paid leave status or work the entire working day before and the entire working day after a holiday in order to receive payment for that holiday.
2. Floating holidays may be used at the employee's discretion, with the approval of the Appointing Authority. Such approval shall not be unreasonably withheld. All floating holidays must be used during the calendar year in which they are accrued.
3. Terminating employees shall not be compensated for unused floating holiday hours.

11.6 Temporary Employees Not Compensated for Vacation or Holidays On Which They Do Not Work

1. Temporary employees shall not be compensated for holidays on which they do not work. Such employees, however, who are required to work on holidays shall be compensated at their straight time hourly rate unless otherwise provided by law.
2. Temporary employees shall not be entitled to vacation credit.

11.7 Vacation Accrual Rate

1. Each employee who is employed full-time shall earn vacation credit and each part-time employee shall earn a pro-rated vacation credit on the basis of the following annual rates:

Less than three (3) years of continuous service.	104 120 hours
Three (3), but less than five (5), years of continuous service.	120-136 hours

	Five (5), but less than seven (7), years of continuous service.	136 -160 hours
	Seven (7), but less than ten (10), years of continuous service.	160 -176 hours
	Ten (10), but less than fifteen (15), years of continuous service.	176 -192 hours
	Fifteen (15), but less than twenty (20), years of continuous service.	192 -200 hours
	Twenty (20) or more years of continuous service.	200 -216 hours

Vacation shall be credited at the end of each payroll period and shall be prorated for partial pay periods.

2. The Executive Director may grant a new hire, a higher accrual rate than the standard rate for vacation time based upon credit for previous years of relevant experience, up to a maximum of ten years.
3. For the purpose of computing credit for vacation, each employee is considered to work not more than forty (40) hours each week, and overtime hours worked do not contribute towards vacation credit.
4. For purposes of vacation credit, the number of years an employee has been in the continuous service of the RTC or Washoe County, includes all periods of continuous service after the date the employee was last hired as a regular employee and includes former periods of service if each applicable period of separation may be bridged pursuant to the following Subsection.
5. A period of separation may be bridged to increase the number of years of service under the following conditions:
 - i. A period of separation which resulted from a layoff may be bridged to increase the number of years of service if the employee was subsequently rehired pursuant to Policy P-51 Layoff and Recall.
 - ii. A period of separation may be bridged if the employee was rehired within one (1) year after the date of commencement of the separation and the employee has been in the continuous service of the RTC or Washoe County for one (1) year after the date the employee was rehired.

11.8 Time When Vacation Shall Be Taken

The time when vacation leave may be taken shall be determined by the Appointing Authority after considering the needs of the department and the seniority and wishes of the employees. For those employees who are not eligible for overtime pay, no deduction

shall be made for absences of less than one (1) day with the exception of vacation leave in 30-minute increments to cover qualifying absences under the Family Medical Leave Act (FMLA).

11.9 Maximum Vacation Accumulation

Vacation credit may be accumulated from year-to-year, but may not exceed three hundred ~~twenty-sixty~~ (3260) hours on January 1 of each year. Amounts in excess of three hundred ~~twenty-sixty~~ (3620) hours on January 1 shall be forfeited. ~~At the employee's elect~~Any employee who has taken two (2) periods of forty (40) consecutive hours of vacation leave during a given calendar year ion, may request that any amount of accrued vacation leave in excess of two hundred forty (240) hours, but less than three hundred ~~twenty-sixty~~ (3260) hours, ~~may~~ be compensated in cash at the same hourly rate as the employee is earning on January 1:

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~~Effective February 1, 2021, vacation leave may accrue from year-to-year but may not exceed a total accrued vacation balance of two hundred forty (240) hours. Once that limit is reached, the employee will no longer accrue vacation hours until the accrued vacation balance falls below the maximum limit.~~

~~An employee who takes 40 (forty) consecutive hours of vacation leave during a calendar year may elect to receive a one-time cash payment for up to forty (40) hours of accumulated vacation leave. Such payment will reduce the employee's accumulated vacation balance by the hours compensated and may be made only once per calendar year, at the employee's current base rate of pay, provided the employee notifies payroll in writing of such election no later than January 10. Employees must have a minimum balance of one hundred twenty (120) hours of accumulated vacation leave at the time of the request.~~

~~If an employee is near or at the maximum accrual of two hundred forty (240) hours and a vacation request is denied for any reason, the employee is entitled to payment for any vacation leave in excess of two hundred forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as the result of the denial of the employee's request.~~

Vacation leave must not be granted if it exceeds the vacation credit earned.

11.10 Cash Payment for Accrued Vacation: Death of Employee Entitled to Unused, Accumulated Vacation

1. Except as otherwise provided in this Section, upon separation from service for any cause, an employee who has worked continuously for six (6) months and is eligible to use accumulated vacation leave shall be paid a lump sum payment for any accumulated and unused vacation earned through the last day worked. If the date is earlier than the last day of the pay period, the vacation shall be prorated. Cash payment for accrued vacation upon separation of service shall occur on or before the next regular pay day.

2. If an employee dies and was entitled to accumulated annual leave under the provisions of the Merit Personnel System, the heirs of such deceased employee who are given priority to succeed to the employee's assets under the laws of intestate succession of this state, or the executor or administrator of the employee's estate, upon submitting satisfactory proof of entitlement to the RTC shall be paid an amount of money equal to the number of hours of earned or accrued annual leave multiplied by the hourly salary or wages of such deceased employee.

11.11 Accrual of Vacation Credit on Separation and Rehire

Upon separation from service in good standing, an employee who is rehired within three (3) years from the date of separation shall accumulate, after completion of three (3) additional years of satisfactory service, annual leave credits based on total RTC service.

11.12 Sick Leave Accrual Rate

1. Each full-time employee in RTC service for less than ten (10) years shall be credited with sick leave at the rate of ten (10) hours for each month of full-time work or paid leave status credited on a biweekly basis. Sick leave is cumulative from year to year.
2. Each full-time employee in the service of the RTC for ten (10) or more continuous years of service shall be credited with sick leave at the rate of twelve (12) hours for each month of full-time work or paid leave status credited on a biweekly basis, which is cumulative from year to year.
3. Part-time employees shall be credited with prorated sick leave.
4. Temporary employees shall not be entitled to earn sick leave credit.
5. For purposes of sick leave accrual, the number of years an employee has been in the continuous service of the RTC, including Washoe County, employment after July 1, 1973, shall be considered.
6. An employee who is laid-off and is re-employed shall have sick leave accrued at the time of layoff restored unless the employee received payment upon separation as provided in Section 6.15.

11.13 Sick Leave Payment on Separation

1. An employee separated from service shall earn sick leave only through the last working day for which he or she is entitled to pay. Upon separation from service in good standing, an employee with ten (10) years' or more employment shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the regular hourly rate for every three (3) hours of sick leave accrued.
2. Employees who retire after five (5) years' employment and who immediately begin drawing retirement benefits from the Public Employees' Retirement System of Nevada (PERS) upon leaving RTC employment shall be compensated for total

accrued sick leave at the rate of one (1) hour's pay at the regular hourly rate for every three (3) hours of sick leave accrued.

3. Upon the death of an employee, the employee's heirs shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the deceased employee's regular hourly rate for every three (3) hours of sick leave accrued. There shall be no minimum service requirement for deceased employees.
4. Employees in the unclassified service who are terminated for reasons other than misconduct or unsatisfactory performance of their duties shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the regular hourly rate for every three (3) hours of sick leave accrued.
5. Payment of accrued sick leave under this provision shall occur on or before the next regular pay day.

11.14 Use of Sick Leave

1. An employee is entitled to use accrued sick leave:
 - i. When unable to perform the duties of the employee's position due to sickness, injury, pregnancy, or childbirth;
 - ii. When quarantined;
 - iii. When receiving required medical or dental service or examination;
 - iv. For adoption of a child;
 - v. In the event of an illness in the employee's immediate family where such illness requires their attendance. For purposes of this paragraph, "immediate family" means the employee's spouse, parents, step-parents, children, step-children, and, if living in the employee's household, includes relations by marriage corresponding to those relatives and foster children, natural brothers and sisters;
 - vi. For employees who are granted a leave of absence or leave in accordance with the Family and Medical Leave Act of 1993 (FMLA), refer to RTC Management Policy P-44 Leave of Absence (non-FMLA) and P-44(A) FMLA.
 - vii. In the event of a death in the employee's immediate family, the employee may use accrued sick leave not-to-exceed five (5) days for each death. For purposes of this paragraph, "immediate family" means the employee's spouse, parents, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces, nephews, or relations by marriage corresponding to those relatives and, if living in the employee's household at the time of death, includes foster children and foster parents.

- viii. For those employees who are not eligible for overtime pay, no deduction shall be made for absences of less than one (1) day with the exception of vacation leave in 30-minute increments to cover qualifying absences under the Family Medical Leave Act (FMLA).
- 2. In lieu of authorizing the use of leave, other than Family and Medical Leave Act of 1993 (FMLA) leave, for long-term illness or injury, the RTC may place the employee in a position where he or she is physically capable of performing the duties.

11.15 Sick Leave When Receiving Industrial Insurance or Occupational Diseases Act Benefits.

Refer to RTC Management Policy P-44 Leave of Absence (non-FMLA) and P-44 (A) FMLA.

11.16 Approval and Substantiating Evidence for Sick Leave

The Appointing Authority shall approve sick leave only after having ascertained that the absence was for an authorized reason. For absences in excess of three (3) days or cases of suspected abuse, the employee may be required to submit substantiating evidence, including but not limited to a physician's certificate.

11.17 Earning of Sick Leave While On Leave

Employees in a paid leave status shall earn sick leave while on leave except as provided in Section 9.2, Payment of Benefits Upon Separation. If the employee is on leave without pay, no sick leave shall be accrued. When the employee is in paid-leave status a portion of a week and unpaid-leave status a portion of a week, sick leave accrual shall be prorated.

11.18 Advanced Sick Leave

The Executive Director may approve the advancement of sick leave to an employee who has, or whose family member has, an illness or situation requiring the employee's time away from work and who has exhausted all of their accrued sick leave and other types of leave. This advancement is intended to be used for serious situations.

Up to seven (7) days may be advanced, which the employee will repay from future accruals upon return to work. In order to have sick leave advanced, there must be reasonable assurance that the employee will return to work to earn and repay the advanced leave.

Requests for advancement of sick leave may be submitted directly to the Executive Director, the employee's Department Director, or the Human Resources Administrator.

11.19 Personal Leave

1. A full-time employee eligible to receive sick leave credit who uses no more than thirty-two (32) hours of sick leave in a calendar year shall be credited with sixteen (16) hours of personal leave January 1 of the following year.
2. A full-time employee eligible to receive sick leave credit who uses more than thirty-two (32) hours but no more than forty (40) hours of sick leave in a calendar year shall be credited with eight (8) hours of personal leave at the end of the first full pay period in January of the following year.
3. A part-time employee eligible to receive sick leave credit who uses no more than sixteen (16) hours of sick leave in a calendar year shall be credited with eight (8) hours of personal leave January 1 of the following year.
4. A part-time employee eligible to receive sick leave credit who uses more than sixteen (16) hours but no more than twenty (20) hours of sick leave in a calendar year shall be credited with four (4) hours of personal leave at the end of the first full pay period in January of the following year.
5. To be eligible for credit for personal leave under this Section, an employee must be in pay status (either working or paid leave) during the entire calendar year.
6. All personal leave must be used in the calendar year in which it is credited. Personal leave does not accrue and, if not used within the calendar year in which it is credited, is forfeited. Under no circumstance shall cash be paid for unused personal leave.

11.20 Leaves of Absence

A leave of absence may be granted to any regular full-time or part-time employee as required by law or at the discretion of management in accordance with RTC Management Policy P-44 Leave of Absence (non-FMLA) and P-44(A) FMLA. Please refer to these policies for specific information.

With all types of leave of absence, failure to return to work at the end of the approved leave of absence may result in termination of employment.

11.21 Reporting of Absences

An Appointing Authority or employee who is absent from duty shall report the reason to their direct supervisor immediately on the day of absence where possible and, except in exceptional circumstances, no later than noon on the following day.

11.22 Absence Without Leave

All unauthorized or unreported absences shall be considered absence without leave, and deduction of pay shall be made for each period of such absence. Such absence is grounds for disciplinary action or discharge and will serve to interrupt continuous service, as defined in the Merit Personnel Resolution.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 4.6.2

To: Regional Transportation Commission

From: Laura Freed, Director, Administrative Services

SUBJECT: Revisions to RTC Personnel Rules (Chapter 11 - Attendance and Leaves)

RECOMMENDED ACTION

Approve revisions to Chapter 11 (Attendance and Leaves) of the RTC Personnel Rules, pursuant to RTC Personnel Rule 1.3.

BACKGROUND AND DISCUSSION

The RTC's Personnel Rules are currently undergoing revision. A larger action item will be brought to the Board once that revision is complete. However, after conducting over ten recruitments since the beginning of Calendar Year 2023, it has become clear that certain amendments are needed sooner to keep RTC competitive in the local job market.

This item pertains to annual leave accruals by RTC employees, as well as the maximum amount of annual leave an employee may carry forward from one calendar to the next. A redline version of the proposed changes is attached to this staff report.

The RTC has conducted approximately ten recruitments this year, and on more than one occasion, the amount of leave accrual has been a sticking point in hiring. That caused Administrative Services staff to compare its policies for annual leave accruals to its local peers (Washoe County, Reno, Sparks, and the State of Nevada). It should be noted that at the local level, leave accruals vary according to each bargaining unit's Collective Bargaining Agreement (CBA), so staff chose those CBAs whose job classifications were similar in nature to RTC's employee makeup in order to make a reasonably equitable comparison. The entities vary in the years of service that leave accruals jump up. For example, Washoe County and Sparks appear to incentivize gaining five years of service, whereas the State of Nevada incentivizes gaining ten years before the annual leave amount increases at all from the date of hire. Maximum leave accruals also vary.

These amendments to the Personnel Rules aim to move the RTC more to the median of what is offered in terms of vacation accrual upon hiring and at the maximum accrual possible. By moving the vacation accrual for new hires to 120 hours per year, RTC will match the State of Nevada and be almost identical to the City of Sparks. Additionally, that amount puts RTC in between the vacation accruals for those City of Reno CBAs whose job classes are most comparable to RTC's.

In order to foster a better work-life balance for employees, staff also recommends adjusting the leave carry forward amounts permissible. Currently, RTC employees may only carry forward 240 hours of leave. In an agency composed of primarily professional positions engaged in project management, it can be difficult for employees to take a significant portion of leave. However, RTC values work-life balance and wants to incentivize vacation leave usage. Therefore, these revisions aim to strike a balance between those two conflicting ideas. The revision of Chapter 11 of the RTC Personnel Rules increases the amount of leave carry forward from one year to the next from 240 hours to 320 hours. Any leave over 320 hours will be forfeited at the end of the year. However, any leave over 240 hours but less than 320 hours may be cashed out provided that the employee has taken sufficient leave hours. An employee must have taken two 40-hour periods of vacation leave in order to be able to cash out any excess leave. This is designed to discourage saving leave in order to cash it out at the end of the year, and encourage employees to take vacation.

Pursuant to RTC Personnel Rule 1.3, all changes to the Personnel Rules are to be made available to all employees. The Administrative Services Department posted these revisions on its internal SharePoint site on October 4, 2023 to give employees notice of the changes and an opportunity to comment.

The item supports the FY2024 RTC Goal, "Update Personnel Rules and Board By-laws."

FISCAL IMPACT

Additional leave accruals may lead to leave payouts increasing upon employees leaving RTC, but that impact cannot be accurately estimated.

PREVIOUS BOARD ACTION

- 05/20/2022 Approved modifications to RTC Personnel Rule 10.5 (Deferred Compensation) effective January 1, 2022.
- 07/17/2020 Approved modification to RTC Personnel Rule (11.9) Maximum Vacation Accumulation (maximum carry forward was reduced to 240 hours per year).

9.2 Payment of Benefits Upon Separation

1. All unpaid wages will be paid to a separating employee calculated to the date and time of separation. The RTC shall issue a paycheck by the next payday following the effective date of resignation. Whenever an employee is terminated, the wages and compensation earned and unpaid at the time of such termination shall become due and payable on the next regular payday.
2. All accrued but unused vacation time will be paid except for any employee who terminates before the completion of six (6) months' continuous service. Separating employees will be paid a lump sum for all unused compensatory time.
3. Separating employees may be eligible for a lump sum payment for accrued sick leave in accordance with Section 11.

10 BENEFITS

*The following policies can be found on Sharepoint :
<http://rtc/sites/hr/Management%20Policies/Forms/AllItems.aspx>
Remote Work
Travel
Tuition Reimbursement*

Commented [LF7]: Again, remove and put into Personnel Rules, but only Tuition Reimbursement belongs in this chapter. Travel is its own chapter. Remote Work is a policy, not a "benefit" any longer, given the global change in working patterns

10.1 Public Employees' Retirement System of Nevada (PERS) [Contributions by Employer](#)

In accordance with state law, the RTC shall pay one hundred percent (100%) of the amount required by the Public Employees' Retirement System of Nevada (PERS) for contribution to the retirement account of each RTC employee eligible for membership in the System. [Any yearly increase or decrease in PERS contribution shall be reported by the Finance Department to the Executive Director, who shall report that information to both employee and the RTC Board of Commissioners.](#)

10.2 Group Insurance [for Active Employees Plans](#)

1. RTC employees are eligible to participate, effective ~~3~~91 days from date of hire, in any group health, life, vision, and dental insurance plans which the RTC may offer. The RTC will pay 100% of the group health premium for all eligible employees and 50% of the group health premium for eligible employee dependent(s). [Annual changes in the](#)

full cost of the health insurance premiums, as well as the subsidized employee contribution, shall be reported to all employees by the Finance Department and/or the Administrative Services Department prior to the start of each plan year.

2. For employees who are granted a leave of absence refer to RTC Management Policies P-44 Leave of Absence (non-FMLA) and P-44(A) FMLA.

10.3 Group Insurance Coverage for RTC Retirees

- 3.1. Eligible employees hired prior to June 1, 2013, who retire from the RTC and who meet the established requirements, are eligible to participate in the group health insurance plan in effect at that time with a portion of the premium paid by the RTC.

In order to qualify, a person must meet the requirements for retirement under the Public Employees' Retirement System of Nevada (PERS).

RTC employees hired prior to June 1, 2013, with a minimum of ten (10) years of continuous ~~service~~employment at the RTC, who immediately begin drawing retirement benefits from the ~~Public Employees' Retirement System of Nevada (PERS)~~ upon leaving RTC employment, are eligible to participate in the group health insurance then in effect. Retirees are required to enroll in Medicare upon becoming eligible to do so, with Medicare as the primary insurance and RTC group insurance as secondary.

For purposes of calculating eligibility for retiree insurance benefits, the number of years an employee has been in the service of the RTC shall include all periods of continuous ~~employment~~service after the date the employee was last hired as a regular RTC employee, inclusive of years of service with Washoe County immediately prior to July 1, 1985, for RTC employees as of July 1, 1985, and former periods of service if each applicable period of separation may be bridged pursuant to the bridging provisions listed below.

A period of separation may be bridged to increase the number of years of ~~employment~~service under the following circumstances:

- i. A period of separation which resulted from a layoff may be bridged to increase the number of years of service if the employee was subsequently rehired pursuant to P-51 Layoff and Recall Policy.
- ii. A period of separation may be bridged if the employee was rehired within one (1) year after the date of commencement of the separation and the employee has been in the continuous service of the RTC for one (1) year after the date the employee was rehired.

For full-time employees who meet these requirements, the RTC will contribute fifty percent (50%) of the health insurance premium for retirees with at least ten (10) ~~y~~years of serviceemployment at the RTC, seventy-five percent (75%) of the premium for retirees with at least fifteen (15) ~~y~~years of employment at~~service~~ the RTC, and

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one hundred percent (100%) of the premium for retirees with at least twenty (20) years of [employment service the RTC](#).

~~Part-time employees reaching the milestones of ten, fifteen, and twenty years of service would be eligible for the benefit described above for retiring employees. Any part-time employee who was hired prior to June 1, 2013, who reaches the milestones of ten, fifteen, or twenty years of employment at the RTC would be eligible for the benefit described above for retiring full-time employees under the same requirements and conditions, except that the contribution would be prorated by 50%. Specifically, twenty-five percent (25%) of the premium would be contributed for at least 10 years of part-time [employment service](#), thirty-seven and one-half percent (37.5%) of the premium for at least 15 years of part-time [employment service](#), and fifty percent (50%) of the premium for at least 20 years of part-time [employment service](#).~~

The payments specified above will be made in accordance with and are subject to all applicable laws in effect at the time of the employee's retirement and are contingent upon the employee being medically eligible to be reinstated into the RTC retiree health insurance program if there has been a break in coverage under the RTC health plan.

~~40.3~~[10.4](#) Long Term Disability Insurance

Eligible employees are automatically enrolled in a long-term disability plan on the first (1st) of the month following ~~thirty~~[thirty](#) ~~ninety~~ (390) days' employment. This plan pays up to two-thirds (2/3) of an employee's salary after ninety (90) days' disability.

~~40.4~~[10.5](#) IRS 125 Flexible Benefits Plan

Employees are eligible to join the IRS 125 Flexible Benefit Plan on the first (1st) of the month following ~~thirty~~[thirty](#) ~~ninety~~ (390) days' employment. This plan allows employees to set aside pre-tax dollars to fund expenses such as dependent care, health insurance premiums, and unreimbursed medical expenses. This benefit is through payroll deduction with open enrollments yearly.

~~40.5~~[10.6](#) Deferred Compensation

Employees may participate through payroll deduction in their choice of deferred compensation programs offered by the RTC. The RTC will contribute to each employee's deferred compensation program, as matching funds, up to 2% of each employee's annual base salary.

~~40.6~~[10.7](#) Life Insurance

The RTC Group Life Insurance covers all eligible employees. This insurance is payable in the event of the employee's death, in accordance with the policy, while the employee is insured. The summary plan booklet provided by our insurance company includes details on employee life insurance.

~~10.7~~10.8 **Credit Union**

Employees of the RTC may participate in a Credit Union. Payroll deduction is available.

~~10.8~~10.9 **Tuition Reimbursement**

Employees wishing to continue their education and/or pursue additional training that relates to their employment at the RTC may apply for tuition and textbook reimbursement. Prior approval is required, and a grade of "C" or better is necessary for reimbursement of tuition and textbooks. The maximum benefit is five thousand-two hundred and fifty dollars (\$5,250) per calendar year.

~~10.9~~10.10 **Employee Assistance Program (EAP)**

Employees and their immediate families are eligible to use the services provided by the RTC's Employee Assistance Program. This benefit offers professional counseling with three (3) visits per ~~12-month~~12-month period, per problem at no charge to the employee. The Employee Assistance Program is strictly confidential, and use of the program does not jeopardize an employee's position at the RTC.

~~10.10~~10.11 **Training**

1. Training: Responsibility of Appointing Authority

The Appointing Authority shall be responsible for the provision of orientation, induction, and on-the-job training and for the continuing development of the employees in their department.

2. Training in New Processes

Whenever the duties of a position are to be materially changed by the introduction of new machinery or processes requiring different skills and knowledge, any regular or probationary employee affected by the change shall be given reasonable opportunity, at the expense of the RTC, to learn to perform the new duties and to qualify for status in any new class of positions required for such work. An employee who, after a reasonable training period, qualifies for appointment in the different class shall be deemed to possess the specific education, experience, or other requirements for such class and shall be appointed thereto with the same status which he or she last had in the previous class. Employees who do not qualify for such appointment shall be reassigned to other duties appropriate to their previous class or be laid off in accordance with the provisions of the Merit Personnel System concerning layoff.

3. Specialized Training

To meet the needs of RTC service for scientific, technical, professional, and management skills which cannot be provided through available in-service training, the Appointing Authority may arrange for the provision of such training through recognized educational or training facilities.

~~10.14~~**10.12** **Severance Pay**

Employees in the unclassified service serve at the pleasure of the Executive Director. Unclassified employees who are terminated for reasons other than misconduct or unsatisfactory performance of their duties shall be entitled to severance pay. Severance pay shall consist of one (1) month's pay for each year of service (prorated) up to a maximum of six (6) months. To be eligible for severance pay, an employee must enter into and not revoke a Severance Agreement and Release of All Claims with the RTC.

~~10.12~~**10.13** **Direct Deposit of Payroll Checks**

Employees may elect to have their payroll checks directly deposited in the financial institution of their choice.

~~10.13~~**10.14** **Computer Purchase Program**

Interest free loan of \$1,500 for the purchase of a home computer and/or software. The loan must be pre-approved and meet the established guidelines. The loan will be repaid by payroll deductions. The maximum repayment period is two years (52 pay periods). To participate in the program, the employee must be employed by the RTC at least one year and agree to all terms and conditions. Employees will also be required to execute a promissory note for the loan amount and to authorize payroll deductions for payments. Should the employee terminate employment with the RTC prior to full repayment of the loan, the employee agrees to pay the balance of the payments either through deductions from the final paycheck or through an additional final payment.

~~10.14~~**10.15** **Health Fair**

Employees may participate in any annual employee Health Fair.

~~10.15~~**10.16** **Employee Wellness Program**

Employees who wish to join a local health club may arrange for the RTC to pre-pay the annual fee, with employee reimbursement made through payroll deductions. Employees participating in this program must sign a promissory note.

~~10.16~~**10.17** **RIDE Bus Pass**

Employees may use their RTC Identification Card to ride on any RIDE Bus without cost.

~~10.17~~**10.18** **Service Awards**

Eligible employees having 5, 10, 15, 20, 25, ~~or 30, or 35~~ years of service will receive a recognition gift consistent with their years of service. [The following amounts are provided based upon number of years of service to the RTC:](#)

- [5 Years of Service:](#) \$75
- [10 Years of Service:](#) \$150

- 15 Years of Service: \$300
- 20 Years of Service: \$500
- 25 Years of Service: \$900
- 30 Years of Service: \$1,300

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11 ATTENDANCE AND LEAVES

11.1 Normal Work Week

1. The normal work week for RTC employees shall be forty (40) hours, except that work weeks of a different number of hours may be established in order to meet the varying needs of different departments.
2. Except as otherwise provided by statute, the offices of the RTC shall be kept open on all days, except Saturdays and Sundays and fixed holidays as defined in Section 11.2, from 8:00 a.m. to 5:00 p.m., for the transaction of public business.
3. RTC Standard Operating Hours: 8:00 a.m. to 5:00 p.m. Monday through Friday. These operating hours apply to most ~~full-time~~full-time positions and include an unpaid hour meal period.
4. Flextime is a work schedule that varies from the standard operating hours. Upon prior approval from the Department Director, employees may flex their work time by working the same number of hours per week during a different schedule. Approval is on a case-by-case basis. The approval or denial of the flextime request will be based on staffing needs, the employee's job duties, the employee's work record and the employee's ability to temporarily or permanently return to a standard work schedule when needed. A flextime arrangement may be suspended or cancelled by the Director at any time.

11.2 Responsibility for Time Reporting

Employees are responsible for accurately completing their own timesheets. Supervisors shall not alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes the employee has completed his/her timesheet in error, the supervisor shall discuss the issue with the employee.

All non-exempt employees will record all hours worked and all leave time taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.

11.3 Rest and Meal Periods

1. Employees will be granted one 15-minute break or rest period during each work period of four or more hours. Employees should not take rest periods at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

2. Employees who work six or more hours in a work day must schedule an unpaid and uninterrupted meal period of not less than 30 minutes and generally no more than 90 minutes during each day worked. Directors may approve a longer meal period based on business needs. The meal time should normally occur in the middle of the work schedule, but may be altered, as is reasonably feasible, to fit the purpose of the flex schedule and customary business needs.

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.

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

And any day that may be appointed by the President of the United States for public fast, thanksgiving or as a legal holiday for occasions other than those listed herein.
 - 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.
2. Holidays will be observed as follows:
 - i. For employees working a five-day (5-day) work week, if a fixed holiday falls upon an employee's regular day off, the holiday shall be observed the day immediately preceding or the day immediately after the specific holiday.
 - ii. For employees having more than two (2) days off per week, (such as someone working four (4) ten-hour (10-hour) days with three (3) consecutive days off), if any fixed holiday falls upon an employee's regular day off, the holiday shall be observed the day immediately before or the day immediately after the specific holiday. If the fixed holiday falls on the second (2nd) day of three (3) consecutive days off, the holiday shall be observed on either the day immediately before or immediately after the regular days off at the discretion of the Appointing Authority.
3. Full-time employees working other than five (5) eight-hour (8-hour) days per week are entitled to the same number of paid holiday hours for fixed and floating holidays as employees working a standard work week.

4. All employees who work a 4/10 (four ~~10-hour~~ 10-hour work days) schedule shall use annual leave time or compensatory time (if applicable) in order to receive 10 total hours of holiday pay.
5. Floating holiday accruals will be effective with the beginning of each calendar year. For full-time employees beginning employment after January 1, the number of floating holidays accrued shall be prorated at the rate of four (4) hours for every full month remaining in the calendar year. Accruals for part-time employees shall be prorated based on their regularly scheduled work week for every full month remaining in the calendar year.

11.5 Compensation for Holidays Worked; Limit on Accrual

1. The equivalent holiday or cash payment shall be allowed within a reasonable time after the officially designated fixed holiday. Cash payment for hours worked on a fixed holiday shall be paid at the appropriate overtime rate as defined in Section 5.11. Employees must be either in a paid leave status or work the entire working day before and the entire working day after a holiday in order to receive payment for that holiday.
2. Floating holidays may be used at the employee's discretion, with the approval of the Appointing Authority. Such approval shall not be unreasonably withheld. All floating holidays must be used during the calendar year in which they are accrued.
3. Terminating employees shall not be compensated for unused floating holiday hours.

11.6 Temporary Employees Not Compensated for Vacation or Holidays On Which They Do Not Work

1. Temporary employees shall not be compensated for holidays on which they do not work. Such employees, however, who are required to work on holidays shall be compensated at their straight time hourly rate unless otherwise provided by law.
2. Temporary employees shall not be entitled to vacation credit.

11.7 Vacation Accrual Rate

1. Each employee who is employed full-time shall earn vacation credit and each part-time employee shall earn a pro-rated vacation credit on the basis of the following annual rates:

Less than three (3) years of continuous service.	104 <u>120</u> hours
Three (3), but less than five (5), years of continuous service.	120-136 hours

	Five (5), but less than seven (7), years of continuous service.	136 -160 hours
	Seven (7), but less than ten (10), years of continuous service.	160 -176 hours
	Ten (10), but less than fifteen (15), years of continuous service.	176 -192 hours
	Fifteen (15), but less than twenty (20), years of continuous service.	192 -200 hours
	Twenty (20) or more years of continuous service.	200 -216 hours

Vacation shall be credited at the end of each payroll period and shall be prorated for partial pay periods.

2. The Executive Director may grant a new hire, a higher accrual rate than the standard rate for vacation time based upon credit for previous years of relevant experience, up to a maximum of ten years.
3. For the purpose of computing credit for vacation, each employee is considered to work not more than forty (40) hours each week, and overtime hours worked do not contribute towards vacation credit.
4. For purposes of vacation credit, the number of years an employee has been in the continuous service of the RTC or Washoe County, includes all periods of continuous service after the date the employee was last hired as a regular employee and includes former periods of service if each applicable period of separation may be bridged pursuant to the following Subsection.
5. A period of separation may be bridged to increase the number of years of service under the following conditions:
 - i. A period of separation which resulted from a layoff may be bridged to increase the number of years of service if the employee was subsequently rehired pursuant to Policy P-51 Layoff and Recall.
 - ii. A period of separation may be bridged if the employee was rehired within one (1) year after the date of commencement of the separation and the employee has been in the continuous service of the RTC or Washoe County for one (1) year after the date the employee was rehired.

11.8 Time When Vacation Shall Be Taken

The time when vacation leave may be taken shall be determined by the Appointing Authority after considering the needs of the department and the seniority and wishes of the employees. For those employees who are not eligible for overtime pay, no deduction

shall be made for absences of less than one (1) day with the exception of vacation leave in 30-minute increments to cover qualifying absences under the Family Medical Leave Act (FMLA).

11.9 Maximum Vacation Accumulation

Vacation credit may be accumulated from year-to-year, but may not exceed three hundred ~~twenty-sixty~~ (3260) hours on January 1 of each year. Amounts in excess of three hundred ~~twenty-sixty~~ (3620) hours on January 1 shall be forfeited. ~~At the employee's elect~~Any employee who has taken two (2) periods of forty (40) consecutive hours of vacation leave during a given calendar year ion, may request that any amount of accrued vacation leave in excess of two hundred forty (240) hours, but less than three hundred ~~twenty-sixty~~ (3260) hours, ~~may~~ be compensated in cash at the same hourly rate as the employee is earning on January 1:

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~~Effective February 1, 2021, vacation leave may accrue from year-to-year but may not exceed a total accrued vacation balance of two hundred forty (240) hours. Once that limit is reached, the employee will no longer accrue vacation hours until the accrued vacation balance falls below the maximum limit.~~

~~An employee who takes 40 (forty) consecutive hours of vacation leave during a calendar year may elect to receive a one-time cash payment for up to forty (40) hours of accumulated vacation leave. Such payment will reduce the employee's accumulated vacation balance by the hours compensated and may be made only once per calendar year, at the employee's current base rate of pay, provided the employee notifies payroll in writing of such election no later than January 10. Employees must have a minimum balance of one hundred twenty (120) hours of accumulated vacation leave at the time of the request.~~

~~If an employee is near or at the maximum accrual of two hundred forty (240) hours and a vacation request is denied for any reason, the employee is entitled to payment for any vacation leave in excess of two hundred forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as the result of the denial of the employee's request.~~

Vacation leave must not be granted if it exceeds the vacation credit earned.

11.10 Cash Payment for Accrued Vacation: Death of Employee Entitled to Unused, Accumulated Vacation

1. Except as otherwise provided in this Section, upon separation from service for any cause, an employee who has worked continuously for six (6) months and is eligible to use accumulated vacation leave shall be paid a lump sum payment for any accumulated and unused vacation earned through the last day worked. If the date is earlier than the last day of the pay period, the vacation shall be prorated. Cash payment for accrued vacation upon separation of service shall occur on or before the next regular pay day.

2. If an employee dies and was entitled to accumulated annual leave under the provisions of the Merit Personnel System, the heirs of such deceased employee who are given priority to succeed to the employee's assets under the laws of intestate succession of this state, or the executor or administrator of the employee's estate, upon submitting satisfactory proof of entitlement to the RTC shall be paid an amount of money equal to the number of hours of earned or accrued annual leave multiplied by the hourly salary or wages of such deceased employee.

11.11 Accrual of Vacation Credit on Separation and Rehire

Upon separation from service in good standing, an employee who is rehired within three (3) years from the date of separation shall accumulate, after completion of three (3) additional years of satisfactory service, annual leave credits based on total RTC service.

11.12 Sick Leave Accrual Rate

1. Each full-time employee in RTC service for less than ten (10) years shall be credited with sick leave at the rate of ten (10) hours for each month of full-time work or paid leave status credited on a biweekly basis. Sick leave is cumulative from year to year.
2. Each full-time employee in the service of the RTC for ten (10) or more continuous years of service shall be credited with sick leave at the rate of twelve (12) hours for each month of full-time work or paid leave status credited on a biweekly basis, which is cumulative from year to year.
3. Part-time employees shall be credited with prorated sick leave.
4. Temporary employees shall not be entitled to earn sick leave credit.
5. For purposes of sick leave accrual, the number of years an employee has been in the continuous service of the RTC, including Washoe County, employment after July 1, 1973, shall be considered.
6. An employee who is laid-off and is re-employed shall have sick leave accrued at the time of layoff restored unless the employee received payment upon separation as provided in Section 6.15.

11.13 Sick Leave Payment on Separation

1. An employee separated from service shall earn sick leave only through the last working day for which he or she is entitled to pay. Upon separation from service in good standing, an employee with ten (10) years' or more employment shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the regular hourly rate for every three (3) hours of sick leave accrued.
2. Employees who retire after five (5) years' employment and who immediately begin drawing retirement benefits from the Public Employees' Retirement System of Nevada (PERS) upon leaving RTC employment shall be compensated for total

accrued sick leave at the rate of one (1) hour's pay at the regular hourly rate for every three (3) hours of sick leave accrued.

3. Upon the death of an employee, the employee's heirs shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the deceased employee's regular hourly rate for every three (3) hours of sick leave accrued. There shall be no minimum service requirement for deceased employees.
4. Employees in the unclassified service who are terminated for reasons other than misconduct or unsatisfactory performance of their duties shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the regular hourly rate for every three (3) hours of sick leave accrued.
5. Payment of accrued sick leave under this provision shall occur on or before the next regular pay day.

11.14 Use of Sick Leave

1. An employee is entitled to use accrued sick leave:
 - i. When unable to perform the duties of the employee's position due to sickness, injury, pregnancy, or childbirth;
 - ii. When quarantined;
 - iii. When receiving required medical or dental service or examination;
 - iv. For adoption of a child;
 - v. In the event of an illness in the employee's immediate family where such illness requires their attendance. For purposes of this paragraph, "immediate family" means the employee's spouse, parents, step-parents, children, step-children, and, if living in the employee's household, includes relations by marriage corresponding to those relatives and foster children, natural brothers and sisters;
 - vi. For employees who are granted a leave of absence or leave in accordance with the Family and Medical Leave Act of 1993 (FMLA), refer to RTC Management Policy P-44 Leave of Absence (non-FMLA) and P-44(A) FMLA.
 - vii. In the event of a death in the employee's immediate family, the employee may use accrued sick leave not-to-exceed five (5) days for each death. For purposes of this paragraph, "immediate family" means the employee's spouse, parents, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces, nephews, or relations by marriage corresponding to those relatives and, if living in the employee's household at the time of death, includes foster children and foster parents.

- viii. For those employees who are not eligible for overtime pay, no deduction shall be made for absences of less than one (1) day with the exception of vacation leave in 30-minute increments to cover qualifying absences under the Family Medical Leave Act (FMLA).
- 2. In lieu of authorizing the use of leave, other than Family and Medical Leave Act of 1993 (FMLA) leave, for long-term illness or injury, the RTC may place the employee in a position where he or she is physically capable of performing the duties.

11.15 Sick Leave When Receiving Industrial Insurance or Occupational Diseases Act Benefits.

Refer to RTC Management Policy P-44 Leave of Absence (non-FMLA) and P-44 (A) FMLA.

11.16 Approval and Substantiating Evidence for Sick Leave

The Appointing Authority shall approve sick leave only after having ascertained that the absence was for an authorized reason. For absences in excess of three (3) days or cases of suspected abuse, the employee may be required to submit substantiating evidence, including but not limited to a physician's certificate.

11.17 Earning of Sick Leave While On Leave

Employees in a paid leave status shall earn sick leave while on leave except as provided in Section 9.2, Payment of Benefits Upon Separation. If the employee is on leave without pay, no sick leave shall be accrued. When the employee is in paid-leave status a portion of a week and unpaid-leave status a portion of a week, sick leave accrual shall be prorated.

11.18 Advanced Sick Leave

The Executive Director may approve the advancement of sick leave to an employee who has, or whose family member has, an illness or situation requiring the employee's time away from work and who has exhausted all of their accrued sick leave and other types of leave. This advancement is intended to be used for serious situations.

Up to seven (7) days may be advanced, which the employee will repay from future accruals upon return to work. In order to have sick leave advanced, there must be reasonable assurance that the employee will return to work to earn and repay the advanced leave.

Requests for advancement of sick leave may be submitted directly to the Executive Director, the employee's Department Director, or the Human Resources Administrator.

11.19 Personal Leave

1. A full-time employee eligible to receive sick leave credit who uses no more than thirty-two (32) hours of sick leave in a calendar year shall be credited with sixteen (16) hours of personal leave January 1 of the following year.
2. A full-time employee eligible to receive sick leave credit who uses more than thirty-two (32) hours but no more than forty (40) hours of sick leave in a calendar year shall be credited with eight (8) hours of personal leave at the end of the first full pay period in January of the following year.
3. A part-time employee eligible to receive sick leave credit who uses no more than sixteen (16) hours of sick leave in a calendar year shall be credited with eight (8) hours of personal leave January 1 of the following year.
4. A part-time employee eligible to receive sick leave credit who uses more than sixteen (16) hours but no more than twenty (20) hours of sick leave in a calendar year shall be credited with four (4) hours of personal leave at the end of the first full pay period in January of the following year.
5. To be eligible for credit for personal leave under this Section, an employee must be in pay status (either working or paid leave) during the entire calendar year.
6. All personal leave must be used in the calendar year in which it is credited. Personal leave does not accrue and, if not used within the calendar year in which it is credited, is forfeited. Under no circumstance shall cash be paid for unused personal leave.

11.20 Leaves of Absence

A leave of absence may be granted to any regular full-time or part-time employee as required by law or at the discretion of management in accordance with RTC Management Policy P-44 Leave of Absence (non-FMLA) and P-44(A) FMLA. Please refer to these policies for specific information.

With all types of leave of absence, failure to return to work at the end of the approved leave of absence may result in termination of employment.

11.21 Reporting of Absences

An Appointing Authority or employee who is absent from duty shall report the reason to their direct supervisor immediately on the day of absence where possible and, except in exceptional circumstances, no later than noon on the following day.

11.22 Absence Without Leave

All unauthorized or unreported absences shall be considered absence without leave, and deduction of pay shall be made for each period of such absence. Such absence is grounds for disciplinary action or discharge and will serve to interrupt continuous service, as defined in the Merit Personnel Resolution.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Downtown Reno Micromobility Project Implementation and Funding

RECOMMENDED ACTION

Acknowledge receipt of a report regarding RTC staff intent to proceed with the process required by federal law to revise the Regional Transportation Plan (RTP) and the Regional Transportation Improvement Program (RTIP) in connection with what is expected to be referred to generally as the “Downtown Reno Micromobility Project,” in order to include projects on the network of streets accepted by the City of Reno (the Virginia St.; Lake St./Sinclair St./Evans Ave.; Vine St.; 5th St.; and 6th St. corridors), and not include projects on the 3rd St./Plaza St. and Center St./University Way corridors.

BACKGROUND AND DISCUSSION

The 2050 Regional Transportation Plan (2050 RTP) incorporated previous studies and plans that analyzed and addressed transportation safety, operations, and mobility needs in Downtown Reno, with goals to support a vibrant downtown, connect surrounding neighborhoods to downtown, and identify potential projects to consider in the 2050 RTP. See 2050 RTP, Exhibit G. As a result of those studies and plans, and other planning efforts, certain projects were included in the 2050 RTP. The 2050 RTP was approved by the RTC Board on March 19, 2021.

The 2050 RTP reflected that further study, analysis, and decisions would be required in connection with those projects. With regard to the Virginia Street corridor, the 2050 RTP recommended that the City of Reno lead a study of that corridor with RTC having a supporting role. Since then, the City of Reno (City) and RTC have engaged in further planning efforts, including a “Virginia Street Placemaking Study,” a “Downtown Micromobility Project,” and most recently a “Downtown Reno Conceptual Bicycle Network Report.”

The “Downtown Reno Conceptual Bicycle Network Report” conceptualizes a “core network” of low-stress bicycle and pedestrian facilities which would be complementary to and offset from high-vehicle capacity downtown roadways in order to utilize excess capacity on adjacent roadways which may have lower volumes and speeds. The conceptual network prioritizes the movement, safety, and connectivity of micromodes while addressing known safety issues. The report evaluated seven corridors:

- 6th Street
- 5th Street
- 3rd/Plaza Street
- Lake Street/Evans Avenue
- Center Street/University Way
- Virginia Street
- Vine Street

The report highlights the existing conditions of each of the seven corridors including a summary of existing and projected traffic volumes, existing intersection controls, and an overview of the past five years of crash data. Corridor concepts included a description of the overall concept, existing and conceptual cross-sections by section, a plan view map with proposed enhancements and identified design considerations, and a planning level cost estimate. The planning level cost estimates are noted in 2023 dollars using the most recent local bid tabulations available. Each project concept includes numerous safety enhancements, many of which have been identified by the FHWA as “Proven Safety Countermeasures” and have proven safety benefits.

Based on the analysis in the report and outreach and engagement with the community and property/business owners, City staff and RTC staff evaluated the seven corridors and their low-stress bicycle and pedestrian facilities in order to complete the following goals:

1. Enhance Safety
2. Increase Neighborhood Connectivity (i.e., linking residential areas with employment centers and other high demand areas by creating connections within and between neighborhoods)
3. Create a network of low-stress connections
4. Support thriving businesses
5. Provide residents with transportation choices
6. Reduce community-wide greenhouse gas emissions
7. Encourage and enable healthy lifestyles
8. Support traffic congestion management by shifting vehicles trips to other modes (bicycles, walking, transit, etc.)

City staff and RTC staff and sought community input throughout the process with public meetings, stakeholder meetings, and surveys. The corridor concepts in the report, along with corresponding existing conditions information, were provided to the public for review and comment from June 8th through 30th, 2023. In total, 292 individuals engaged with the outreach tool; including 185 complete ratings of corridors and implementation strategies. There were 107 respondents who only provided insights on the potential implementation approaches. The input showed that generally all routes were supported, some more than others. Additional stakeholder meetings were held throughout the summer.

Onsite meetings were held with property/business owners to determine support for the removal of parking lanes, loading areas, and vehicle lanes. Generally, all property/business owners support expanding micromobility downtown. However, concerns were expressed regarding Center Street/University Way and 3rd Street because of the loss of vehicle lanes, loading areas, and/or parking lanes.

Based on the analysis and efforts described above, City staff prioritized the following corridors: Virginia St.; Lake St./Sinclair St./Evans Ave.; Vine St.; 5th St., and 6th St. On October 11, 2023, the Reno City Council approved an agenda item to accept those streets as the “Downtown Micromobility Network of Streets.” The item requested that the Virginia St.; Lake St./Sinclair St./Evans Ave.; Vine St.; and 5th St. corridors be included in the RTIP. The item did not address the 6th St. corridor because, although it was also supported by transportation engineering, the community, and business/property owners, it is already a planned project for which RTC has submitted a Safe Streets For All (SS4A) grant application.

Now that the City of Reno has accepted this network of streets, RTC staff intends to begin the process to revise the RTP and RTIP to include projects on those streets in what is expected to be referred to generally as the “Downtown Reno Micromobility Project.” The projects that have been considered on the 3rd St./Plaza St. and Center St./University Way corridors will not be included. RTC staff has identified roughly \$20,000,000 of available Congestion Mitigation and Air Quality (CMAQ) federal funds for the Downtown Reno Micromobility Project. The project on the 6th St. corridor is already included in the current RTP and RTIP, and would be funded with the SS4A Grant if RTC receives that grant.

The RTP and RTIP must be revised in accordance with federal law and regulations regarding metropolitan transportation planning and programming. RTC planning staff estimates the process could take 60-90 days. Pending completion of that process and other required actions and approvals, the environmental study and final design would be anticipated to occur in 2024, and construction would be anticipated in 2025 and 2026.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

4/21/2023 Acknowledged receipt of a presentation on the Downtown Reno Micromobility Pilot Project.



DOWNTOWN RENO CONCEPTUAL BICYCLE NETWORK REPORT

PREPARED FOR THE REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

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introduction



Source: Alta

This report conceptualizes a “core network” of low-stress bicycle facilities which is complementary to and offset from high-vehicle capacity downtown roadways in order to utilize excess capacity on adjacent roadways which may have lower volumes and speeds. This conceptual network (shown in the map on next page) prioritizes the movement, safety, and connectivity of micromodes while addressing known safety issues. The corridors included in this report were originally identified as part of the Downtown Circulation Study developed in support of the Regional Transportation Plan 2050 from the RTC.

This report highlights the existing conditions of each corridor including a summary of existing and projected traffic volumes, existing intersection controls, and an overview of the past five years of crash data. Corridor concepts include a description of the overall concept, existing and conceptual cross-sections by section, a plan view map with proposed enhancements and identified design considerations, and a planning level cost estimate. It is important to note that planning level estimates are noted in 2023 dollars using the most recent local bid tabulations available. Each project concept includes numerous safety enhancements, many of which have been identified by the FHWA as “Proven Safety Countermeasures” and have proven safety benefits. An example of the proven safety benefits of some enhancements included in the concepts:

- the addition of bicycle lanes to urban 2-lane roads can reduce crashes by up to 30%¹; separated bicycle lanes have been proven to reduce collisions over traditional bicycle lanes by approximately 44-64%²
- high visibility crosswalks can reduce pedestrian crashes by 40%³, and
- roadway reconfiguration from four lanes to three lanes can reduce total crashes by 47%⁴

A NETWORK APPROACH

Transportation planning research from across the country and abroad has shown that bicycling and the use of other “micromodes” can flourish when provided with networks of facilities which feel comfortable and safe to the most vulnerable roadway users such as kids and seniors. As with many things involving children and seniors, more care and attention is required than may be typical in order to ensure the highest level of safety when designing micro-mobility facilities for these users. This translates onto the roadway as creating more separation between micromodes and vehicles as they travel along the road and pass through intersections by using physical barriers, lane markings, and targeted traffic calming elements. While these treatments and design concepts are generally different from what is typical across the Truckee Meadows region for bicycle facilities they are intended to achieve a high enough level of safety for seniors and children to feel comfortable bicycling and for their loved ones to feel confident they will have a safe route to do so.



Source: Alta

¹ Avelar et al. Development of Crash Modification Factors for Bicycle Lane Additions While Reducing Lane and Shoulder Widths. FHWA. (2021).

² Federal Highway Administration, Developing Crash Modification Factors for Separated Bicycle Lanes (Washington, DC: 2023)

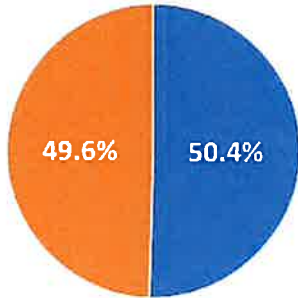
³ Elvik, R. and Vaa, T. Handbook of Road Safety Measures. Oxford, United Kingdom, Elsevier, (2004).
⁴ Evaluation of Lane Reduction “Road Diet” Measures on Crashes, FHWA-HRT-10-053, (2010).

introduction

PUBLIC FEEDBACK SUMMARY

The corridor concepts included in this report along with corresponding existing conditions information were provided to the public for review and comment from June 8th through 30th, 2023. In total, 292 individuals engaged with the outreach tool; including 185 complete ratings of corridors and implementation strategies. There were 107 respondents who only provided insights on the potential implementation approaches.

Implementation Approach



- Make small-scale improvements to a larger number of streets (striping, low-cost buffer treatments, minor curb adjustments, etc.)
- Make large-scale improvements to a smaller number of streets (major curb adjustments, intersection modifications, pavement rehabilitations, etc.)

This virtual public outreach tool provided an overview of the project goals and information on low-stress connections and the types of facilities that are typically included in them.

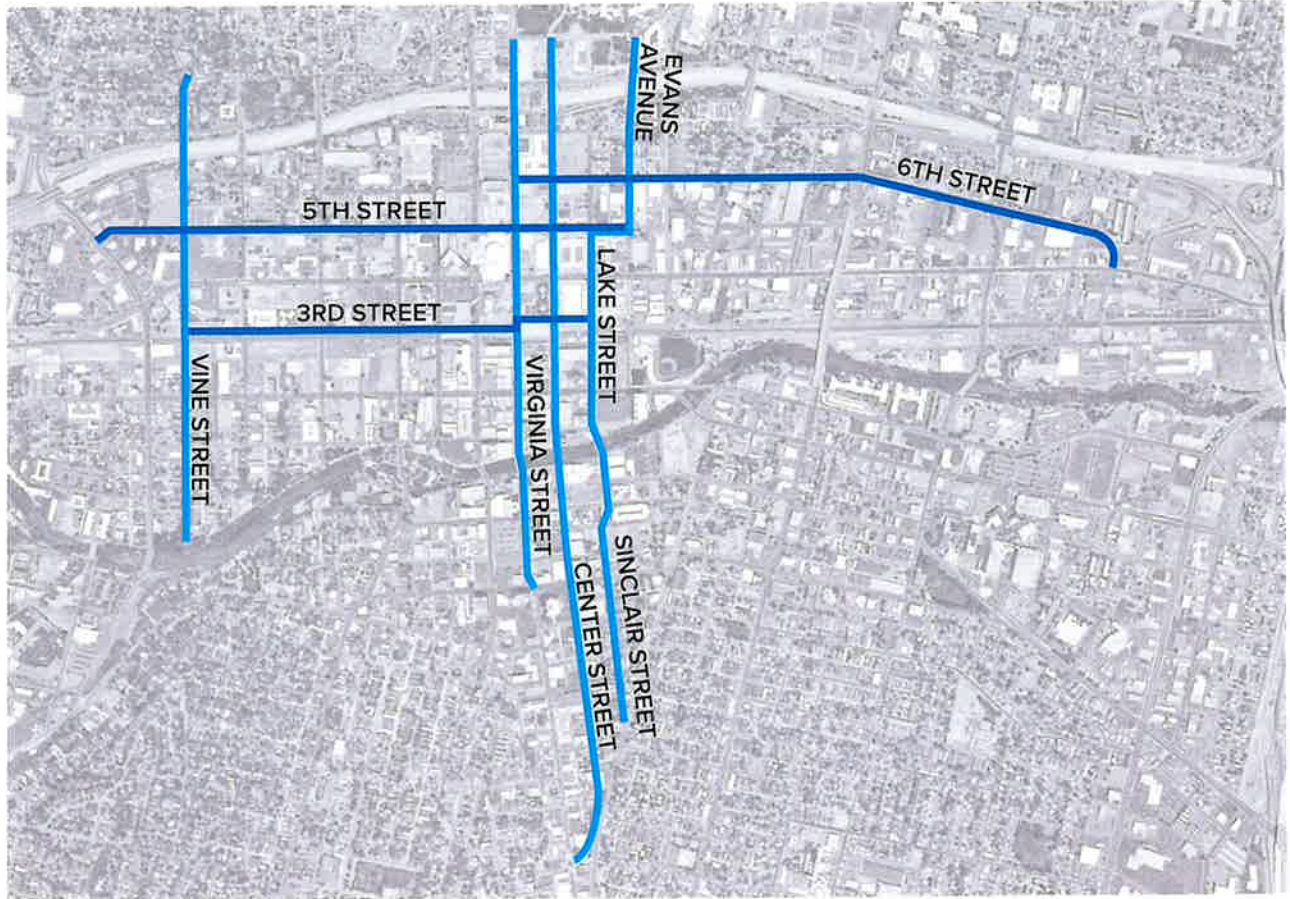
After reviewing the project goals and background information on low-stress connections, respondents were provided with details on the corridor existing conditions and the proposed concept including a summary of benefits and considerations with the proposed design. Cross-sections for each proposed section were also provided with a corresponding map of their location on the corridor.

Respondents were asked five rating questions to gauge their views of how the design would impact their frequency of using micromodes as well as their general support for the project.

Respondents were also asked their preference for implementation approaches between large-scale or small-scale improvements, however, results were split nearly evenly between the two options as shown to the right.

Responses to the rating questions for each corridor are included at the end of each corridor section along with a summary of the open-ended comments submitted for each.





CORRIDORS INCLUDED IN STUDY

6TH STREET

6th street: existing conditions

6TH STREET

The 6th Street Corridor, extending from 4th Street to Virginia Street is a wide thoroughfare with posted speeds of 35 MPH. From 4th Street to Wells Avenue, the roadway has four lanes, a center turn lane, and parking on the north side. Adjacent uses are predominantly strip development. Wells Avenue becomes a major intersection with several slip lanes creating wide crossings. Between Wells Avenue and Virginia Street the roadway transitions to four lanes with parallel parking and no center turn lane. Land uses for this stretch are mostly residential to the north and industrial to the south.

TABLE 1: 6TH STREET EXISTING CONDITIONS

CORRIDOR EXTENT	Virginia Street to 4th Street
CORRIDOR LENGTH	1.17 MILES
2018 NDOT TRAFFIC VOLUMES	7,400
2050 FORECASTED VOLUMES	7,000
SIGNALIZED INTERSECTIONS	4th Street Sutro Street Wells Avenue Valley Road University Avenue Virginia Street
STOP CONTROLLED INTERSECTIONS	Montello Street (MINOR STREET STOP) Toano Street (MINOR STREET STOP) Quincy Street (MINOR STREET STOP) Spokane Street (MINOR STREET STOP) Morrill Avenue (MINOR STREET STOP) Eureka Avenue (MINOR STREET STOP) Elko Avenue (MINOR STREET STOP) Record Street (MINOR STREET STOP) Evans Avenue (AWS) Lake Street (MINOR STREET STOP)
PRIMARY TRUCK ROUTE	NO
EMERGENCY VEHICLE ROUTE	YES
TRANSIT ROUTE	YES

*AWS = All-Way Stop, TWS = Two-Way Stop, OWS = One-Way Stop

6th street: existing conditions

6TH STREET CRASH DATA

Between 2016 and 2020, a total of 147 crashes were recorded on 6th Street between Vine Street and 4th Street from 2016 to 2020 across all modes. Five of those crashes resulted in a fatality and all five were pedestrians. Two fatal crashes happened at Lake Street, two at Valley Road, and one at Evans Avenue. Looking at all crashes, two intersections had 20 or more crashes, Evans Avenue (30 with 18 injuries) and University Way (20 with 10 injuries). Four additional intersections had more than ten crashes:

- N Wells Avenue (17)
- N Virginia Street (16)
- Lake Street (15)
- Valley Road (13)

Seventy-two percent of crashes (106) occurred during daylight hours. Twenty-nine crashes occurred in dark conditions. Twenty-four of those occurred in spot lighting conditions, four in areas with continuous lighting, and one in an area with no light. The Lake Avenue intersection had eight dark crashes, four more than any other location. Four of the corridor's five fatalities happened in dark conditions, two each at Lake Street and Valley Road.

Based on available data from 124 crashes, the top two most common vehicle factors were failing to yield right-of-way (47) and disregarding traffic signs, signals, and road markings (28).

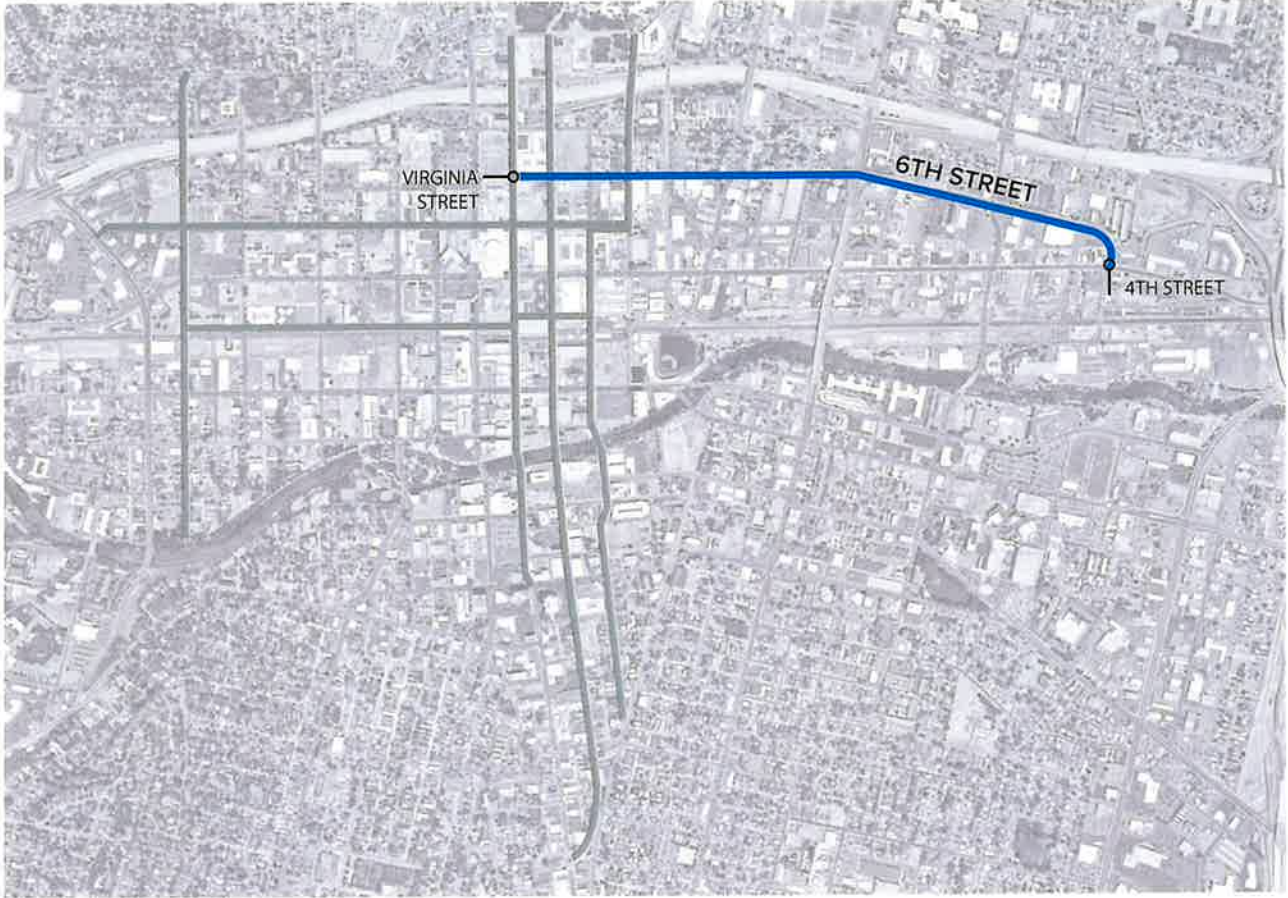
Eight crashes involved people walking, five of which resulted in pedestrian fatalities, and one resulted in a pedestrian injury. Three of the eight pedestrian crashes occurred at Lake Street and three at Valley Road. In six of the eight crashes, the vehicle was going straight. Along the corridor, six crashes involved people biking, and all six crashes resulted in an injury. The following three intersections had two bicycle-involved crashes: Evans Avenue, N Wells Avenue, and Spokane Street. Three crashes involved drivers turning right, and one involved a left turn.

Crashes on 6th Street most frequently occurred at Evans Avenue and University Way, but pedestrian crashes were more common on Lake Street and Valley Road. All five fatalities were pedestrians, and poor lighting likely contributed to four of the five pedestrian fatalities.

TABLE 2: 6TH STREET CRASHES BY CROSS-STREET (2016-2020)

STREET	FATAL ACCIDENT	INJURY ACCIDENT	PROPERTY DAMAGE ONLY	TOTAL
EVANS AVE	1	18	11	30
LAKE ST	2	3	10	15
UNIVERSITY WAY	0	10	10	20
N VIRGINIA ST	0	3	13	16
N WELLS AVE	0	7	10	17
VALLEY RD	2	3	8	13
ALL OTHER INTERSECTIONS	0	20	16	36
GRAND TOTAL	5	64	78	147

6th street: project concept



PROJECT DESCRIPTION

This project concept will utilize the opportunity of a full-scale reconstruction of 6th Street to provide a parking protected bike lane from 4th Street to Virginia Street. This project will utilize existing excess capacity and transition from 4 lanes to two lanes with a center turn lane. This project will enhance safety throughout the corridor for pedestrians and bicyclists by reducing pedestrian crossing distances by 18 feet at each intersection along the corridor. Additionally, a raised median with or without landscaping may provide additional safety benefits along the corridor. If desired, this or other traffic calming design elements may be added as the project design is refined. The project will also enhance transit by creating floating bus stops which allow buses to stop in the travel lane for more efficient boarding and re-entering the flow of traffic. This project will reconstruct the intersection with Wells Avenue to remove the existing high-speed slip lanes and provide protection for bicyclists and pedestrians as they wait to cross. This project includes potential consideration of mini-roundabouts at Sutro Street, Evans Avenue, and Valley Road; these costs are not reflected in the planning level cost estimate.

6TH STREET	
CORRIDOR SEGMENT	IMPROVEMENT CONCEPT
4th St. to Virginia St.	Curb-Protected Bike Lane
Sutro St, Valley Rd, and Evans Ave.	Optional Roundabouts
INCLUDED CONCEPTUAL INTERSECTION ENHANCEMENTS	
1 Protected Intersection	Conflict Markings
2 Sets of Protected Corners	Floating Bus Stops
	Two-Stage Turn Boxes
PLANNING LEVEL COST ESTIMATE (NO ROUNDABOUTS)	
	\$ 4,947,550
PLANNING LEVEL COST ESTIMATE (WITH ROUNDABOUTS)	
	\$ 10,987,550

6th street: project concept

COUNTERMEASURES

SPEED MANAGEMENT	*Appropriate Speed Limits for All Roadway Users
	*Separated Bike Lanes
	*Crosswalk visibility enhancements
PEDESTRIAN/ BICYCLIST	Bike boxes
	*Medians and pedestrian refuge islands (optional, see previous page)
	*Road diet
	Curb extensions
	Floating bus stops
INTERSECTIONS	*Protected intersection

* from list of Proven Safety Countermeasures per FHWA

BENEFITS

- Safer and more comfortable ride for cyclists
- Better intersection alignment
- Improved visibility and accessibility for pedestrians
- Reduced cross distances for pedestrians
- Bus stop improvements

IMPACTS

VEHICLE CAPACITY

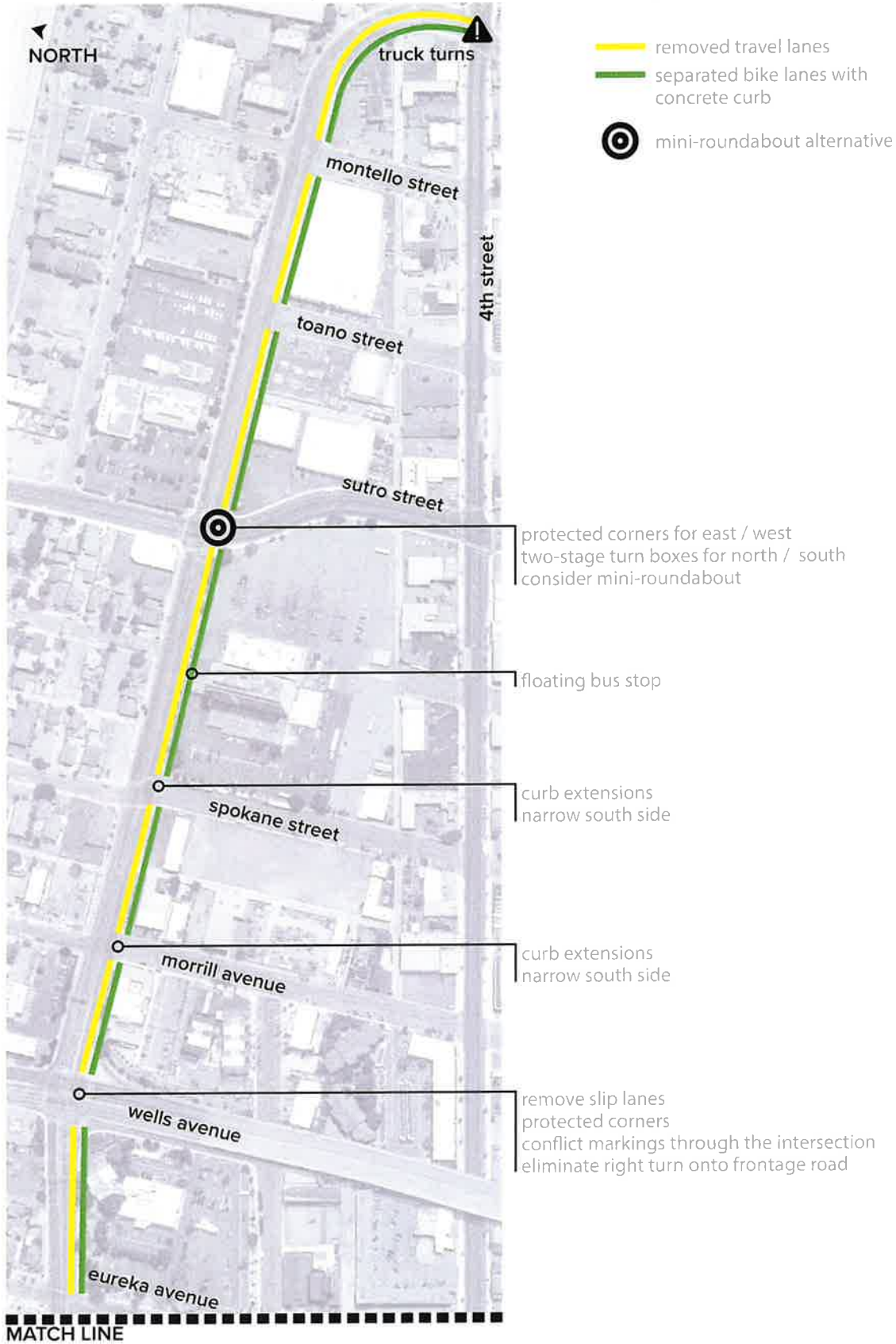
- Loss of travel lanes between Virginia and 4th (one in each direction)
- Lane narrowing where possible along corridor

PARKING

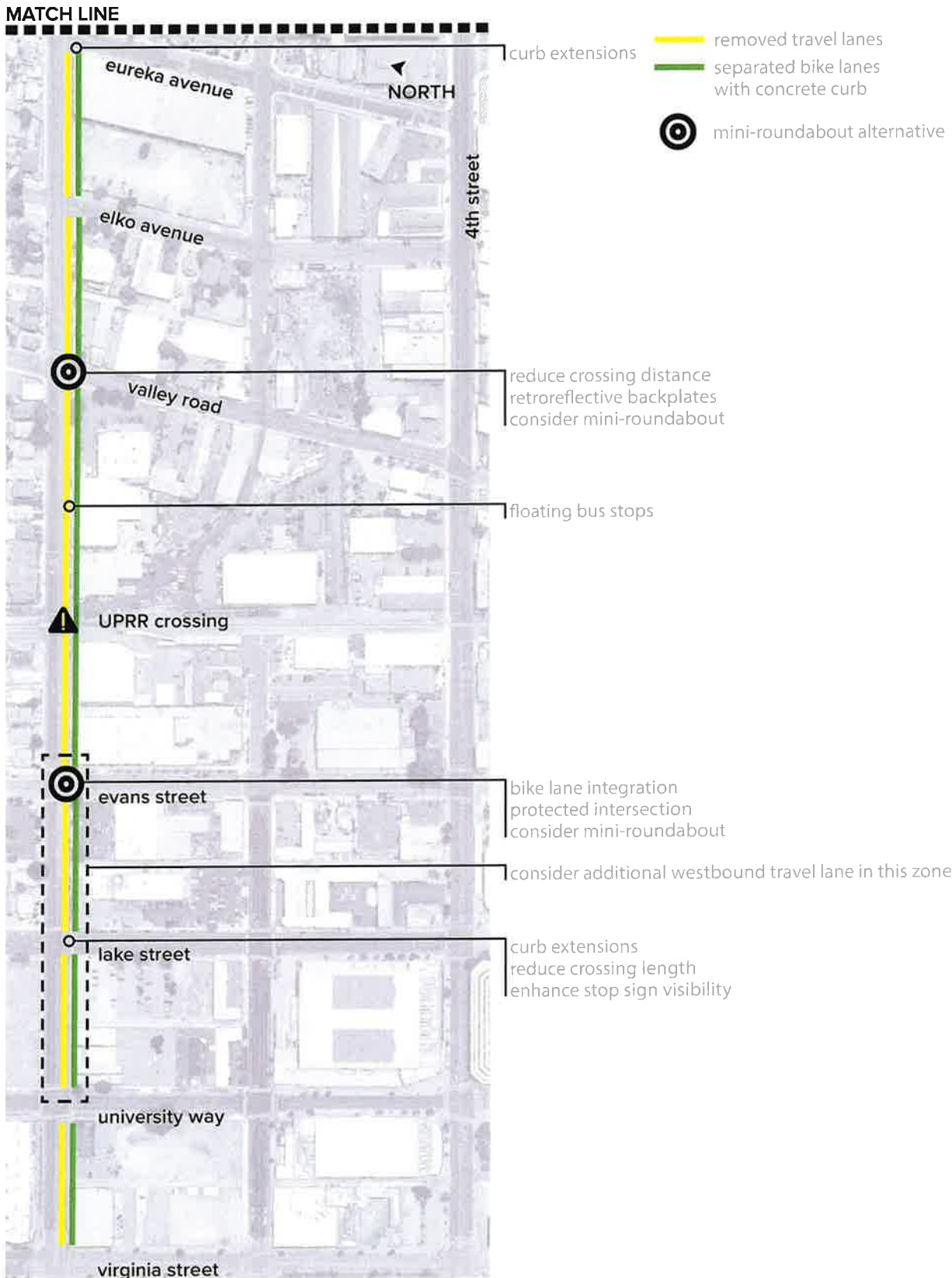
- Potential increase with new parking on south side between Wells and 4th
(48 stalls) between 4th and Sutro
(52 stalls) between Sutro and Wells
- Possible loss where curb extensions occur **(18 stalls)**

** parking stall impacts are based on planning level estimates and are subject to change during design

6th street: project concept



6th street: project concept



6th street: project concept



EXISTING CONDITION

6th street: project concept



PROPOSED CONDITION

Cross-section highlights mid-block area. Turn pockets may be incorporated at major intersections.

Note: Bike lanes are shown as green for diagrammatic purposes only

6th street: public outreach summary

OPEN-ENDED COMMENTS BY THEME

Number of comments: 102

Based on the public input, the major themes and key takeaways are as follows:

- Safety and Importance of Bike Lanes
- Connectivity and Wide Streets
- Preferred Routes and Access to Destinations
- Other Relevant Comments.

SAFETY AND IMPORTANCE OF BIKE LANES

Many comments emphasize the need for protected bike lanes and overall safety for cyclists. Respondents express support for the corridor project, particularly when it comes to creating dedicated bike lanes separated from vehicle traffic. They highlight that protected lanes are essential to ensure the safety of cyclists, including children and seniors, and encourage more people to use bikes and scooters for commuting and recreation.

CONNECTIVITY AND WIDE STREETS

Another recurring theme is the importance of creating connected routes and utilizing wide streets for bike infrastructure. Respondents mention the need for better routes and access to key destinations, as well as improved connectivity with other areas of town for cross-town riding. Some suggest that the project should extend further to enhance connectivity between neighborhoods and business areas.

PREFERRED ROUTES AND ACCESS TO DESTINATIONS

The comments generally express support for the idea of improving bike routes and access to destinations, especially in the downtown and midtown areas. Some respondents mention that the proposed route on East 4th Street is not their preferred area to travel, but they appreciate its potential to connect East 4th Street with downtown and the university, making biking between Sparks and Reno smoother. Additionally, there is a suggestion to extend the project at least one block further to Sierra Street for better connectivity. Some concerns are raised about the impact on other routes,

6TH STREET: CORRIDOR RATINGS

On a scale from 1 - 10:	6th St
How useful would this route be for you?	5.8
Would this route enable you to bicycle or use micromodes more frequently?	5.7
Would you feel comfortable using this facility?	6.1
Would you feel comfortable using this facility with a child?	5.5
How supportive of this project concept are you?	6.4

like Wells Street, and the preference for putting bike traffic on streets with lower vehicle traffic. Overall, the respondents seem to value the concept of enhancing bike infrastructure and creating better east-west connections.

OTHER RELEVANT COMMENTS

Several comments cover various aspects, including concerns about existing road conditions and maintenance, integration with other transportation modes, and the impact of bike facilities on vehicle traffic.

The public feedback on the 6th street corridor project shows diverse perspectives. Strong support for safer bike lanes and improved connectivity was evident, but there were also concerns about road infrastructure, traffic, and resource allocation.

5TH STREET

5th street: existing conditions

5TH STREET

5th Street is a two-lane shared roadway extending from Evans Avenue to Keystone Avenue. The roadway was redone in 2022 as part of the City of Reno Micromobility Pilot Project to allow for buffered and parking protected bike lanes. Due to these improvements, 5th Street is a fairly comfortable roadway for multi-modal users. Posted speed limit is 25 MPH. The street is characterized by predominantly strip development and some residential land uses. Between Arlington to Virginia, the street becomes much more urban with several loading areas and back of house functions for the nearby casinos.

TABLE 3: 5TH STREET EXISTING CONDITIONS

CORRIDOR EXTENT	Keystone Avenue to Evans Avenue
CORRIDOR LENGTH	.98 MILES
2018 NDOT TRAFFIC VOLUMES	6,200
2050 FORECASTED VOLUMES	7,000
SIGNALIZED INTERSECTIONS	University Way Virginia Street Sierra Street West Street Arlington Avenue Keystone Avenue
STOP CONTROLLED INTERSECTIONS	Evans Avenue (TWS) Lake Street (AWS) Nevada Street (MINOR STREET STOP) Ralston Street (AWS) Bell Street (MINOR STREET STOP) Washington Street (AWS) Vine Street (AWS)
PRIMARY TRUCK ROUTE	NO
EMERGENCY VEHICLE ROUTE	NO
TRANSIT ROUTE	YES

*AWS = All-Way Stop, TWS = Two-Way Stop, OWS = One-Way Stop

5th street: existing conditions

5TH STREET CRASH DATA

Between 2016 and 2020, there were 80 crashes on 5th Street between Keystone Avenue and Evans Avenue, inclusive of all travel modes. Of the 80 crashes, 72 (90%) resulted in an injury. There were no fatalities. Three intersections had nine or more crashes:

- Ralston Street (11)
- Washington Street (10)
- Vine Street (9)

University Way, N Arlington Avenue, and West Street each had three crashes. Most crashes on 5th Street occurred at the intersection (62 crashes, 78%). Lighting data is available for 66 of the crashes which highlights that over two-thirds of the crashes (45 crashes, 68%) occurred during daylight hours. Twenty crashes occurred at or after dusk with seventeen of those crashes occurring in dark conditions; 13 occurred in an area with spot (non-continuous) lighting.

Four crashes involved people bicycling; two of these crashes occurred at Lake Street, one at N Sierra Street, and one at Vine Street. All four of these crashes resulted in an injury. One of these crashes was a hit-and-run crash. All four crashes occurred between 4:00 - 7:00 PM. Four crashes involved people walking. Three of the drivers failed to yield to a crossing pedestrian when turning left. Two crashes occurred at Keystone Avenue, one at Ralston Street, and one on West Street. All four crashes resulted in an injury. Three people walking were hit by trucks (two pickup trucks and one dump truck). Crashes on 5th Street were typically caused by drivers failing to yield or ignoring traffic signs, signals, or lane markings. Ralston Street, Washington Street, and Vine Street are the intersections with the largest crash history.

TABLE 4: 5TH STREET CRASHES BY CROSS-STREET (2016-2020)

STREET	INJURY ACCIDENT	PROPERTY DAMAGE ONLY	TOTAL
RALSTON ST	4	7	11
VINE ST	4	5	9
WASHINGTON ST	7	3	10
ALL OTHER INTERSECTIONS	27	9	36
GRAND TOTAL	48	32	80

Parking adjacent to a separated bike lane pushes vehicles further into the roadway, creating sight distance issues for drivers entering and exiting a driveway. To provide adequate sight distance, parking should be prohibited at least 20 ft from the edge of a driveway, on both sides.

Higher vehicle speeds and/or volumes may dictate longer parking restrictions. Delineator posts, parking stops, or concrete curb extensions may be included in this space to ensure that this area remains clear if paint alone does not enforce parking restrictions. (FHWA SBL guide).

Bicycle parking and shared-vehicle docking stations may be located within driveway clear zones to re-utilize space and increase parking options for multi-modes.



A high-quality bicycle facility on 5th Street will require attention to snow removal protocol and adjustments to parking spaces which are too close to driveways for sufficient sight distances.

5th street: project concept



PROJECT DESCRIPTION

This project will enhance the existing parking protected bicycle lane with a variety of improvements including hardening existing buffers and intersection islands, expanding the use of the protected intersection design, and wrapping the protected bike lane around loading zones between Virginia Street and West Street. This project envisions providing concrete buffers with bollards to provide a high level of protection for bicyclists. It is important to note that the section from Sierra Street to Lake Street may require a different treatment (i.e. painted buffers with removeable bollards) to accommodate special events. In order to enhance sight distances and proactively improve safety, up to 41 parking spaces near driveways may need to be eliminated. Providing additional sight distance in these areas will enhance safety for people walking, biking, and driving as well as provide a space for new bicycle or scootershare parking areas.

5TH STREET	
CORRIDOR SEGMENT	IMPROVEMENT CONCEPT
Evans Ave. to Keystone Ave.	Curb-protected bike lane (harden existing section)
INCLUDED CONCEPTUAL INTERSECTION ENHANCEMENTS	
5 Protected Intersections	Curb Extensions
Crossbike Markings	Pedestrian Islands
PLANNING LEVEL COST ESTIMATE	
\$ 4,010,250	

5th street: project concept

COUNTERMEASURES

SPEED MANAGEMENT

*Separated Bike Lanes

*Crosswalk visibility enhancements

PEDESTRIAN/ BICYCLIST

*Medians and pedestrian refuge islands

Curb extensions

Hardening existing protected bicycle facility

Protected Intersection enhancements

New protected intersections

CROSSCUTTING

*Lighting (relocation of existing)

* from list of Proven Safety Countermeasures per FHWA

BENEFITS

- Improved safety and comfort for cyclists
- Improved visibility and accessibility for pedestrians
- Potential for additional bike and scooter parking in driveway clear zones

IMPACTS

VEHICLE CAPACITY

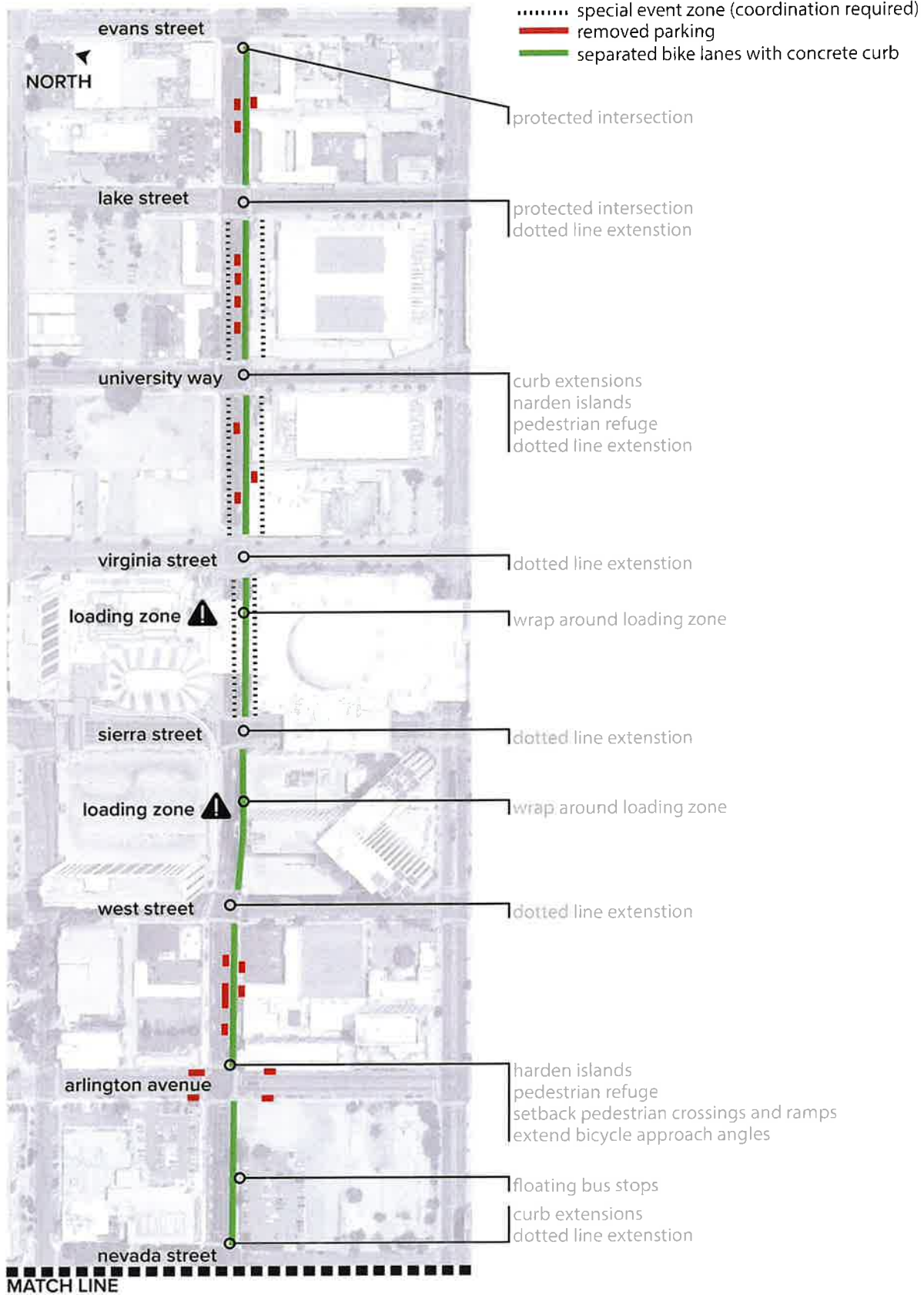
- None

PARKING

- Probable loss near driveways where hardening of separated bike lanes occurs (bus stop locations could potentially be relocated to overlap and minimize parking loss)
 - **(10 stalls)** between Virginia and Evans
 - **(11 stalls)** between Ralston and West
 - **(15 stalls)** between Keystone and Ralston
- Possible loss of parking near Arlington where approach angles are extended
(estimated 5 stalls)

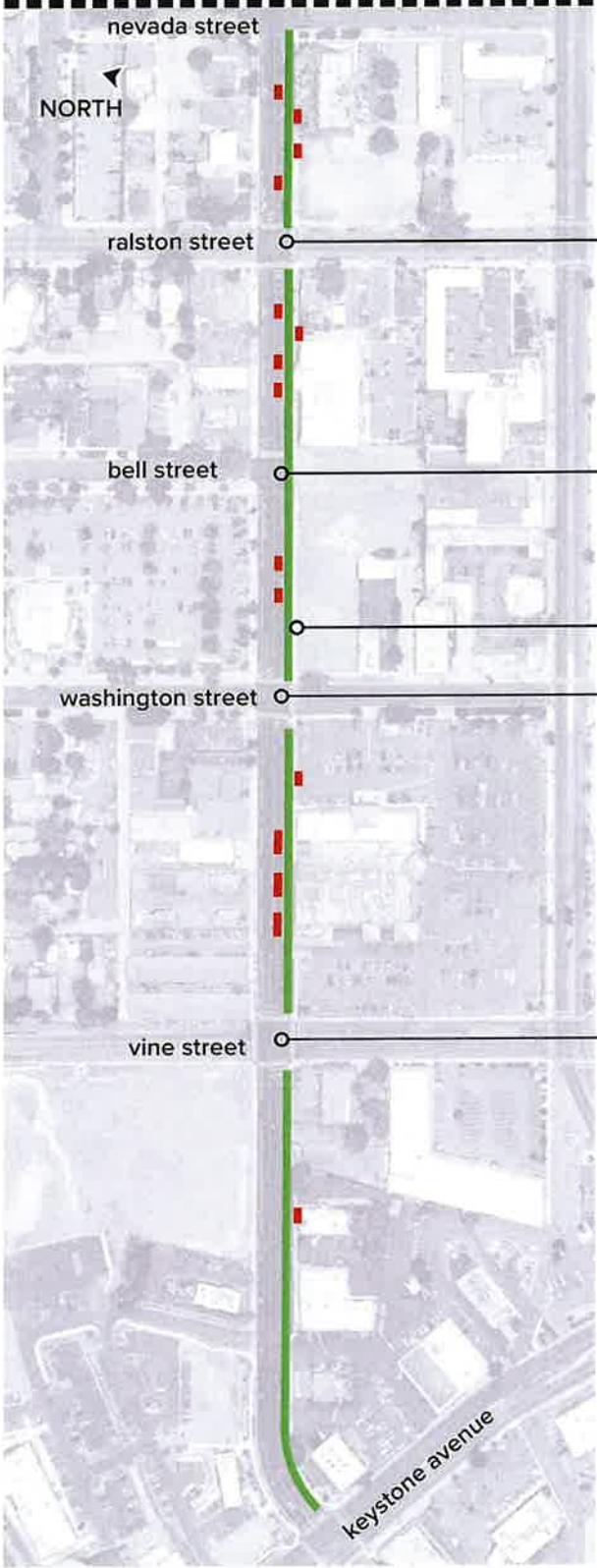
** parking stall impacts are based on planning level estimates and are subject to change during design

5th street: project concept



5th street: project concept

MATCH LINE



- removed parking
- separated bike lanes with concrete curb

curb extensions
connection to north/south bike lanes
dotted line extension
protected intersection

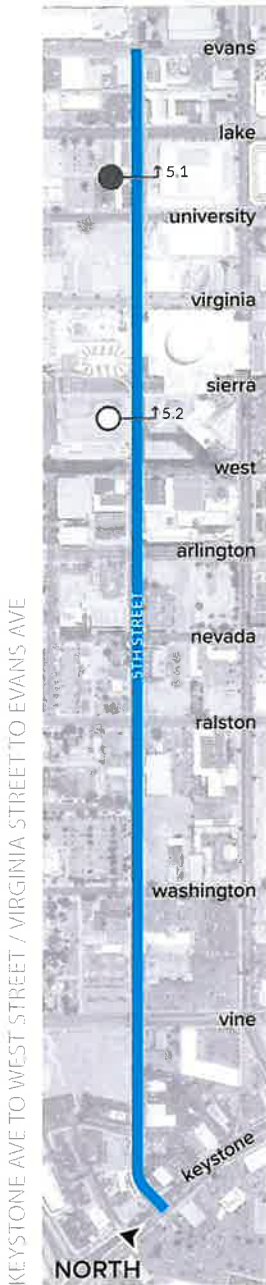
curb extensions
continuous eastbound through for bicyclists
dotted line extension

floating bus stops

curb extensions

bike boxes
access to vine street improvements
improved visibility east/west
dotted line extension
protected intersection

5th street: project concept



EXISTING CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only

5th street: project concept



PROPOSED CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only.

No changes to existing landscaping considered or included in this project concept.

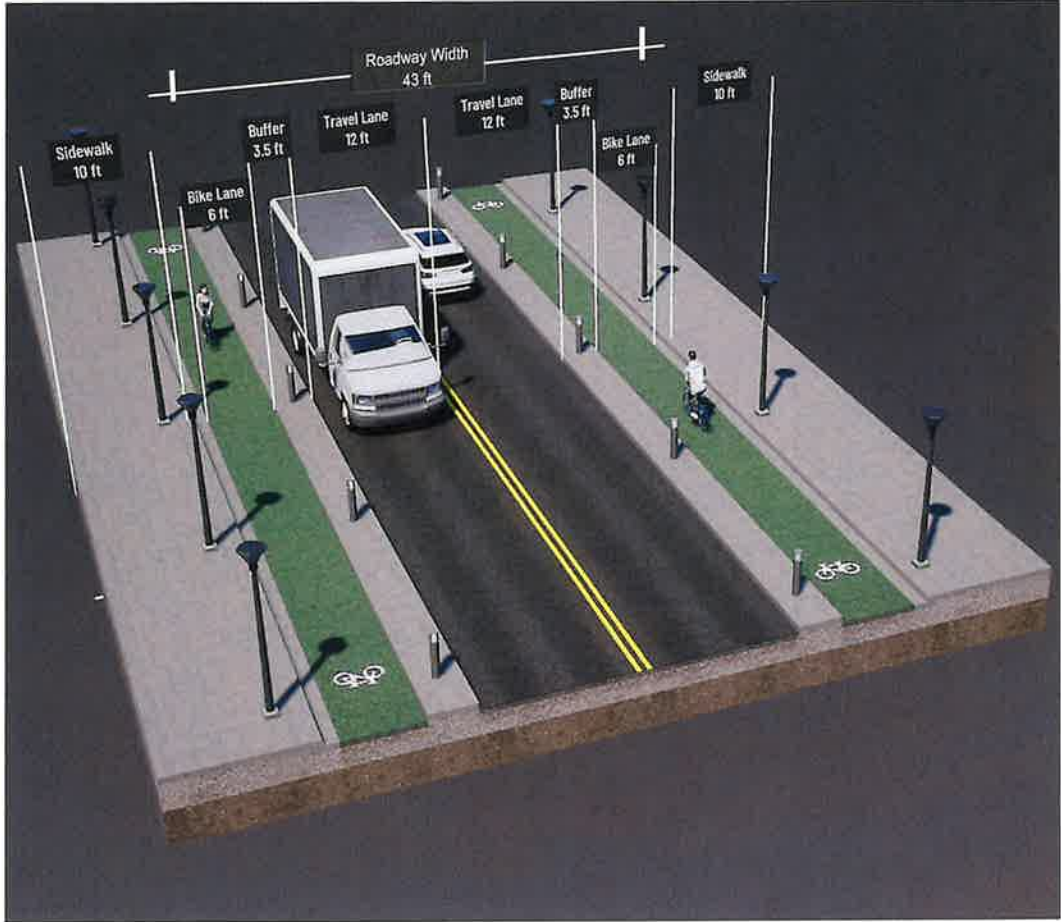
5th street: project concept



EXISTING CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only

5th street: project concept



PROPOSED CONDITION

Note: Bike Lanes are shown as green for diagrammatic purposes only

5th street: public outreach summary

OPEN-ENDED COMMENTS BY THEME

Number of comments: 83

Based on the public input, the major themes and key takeaways are as follows:

- Safety and Importance of Bike Lanes
- Completing Ongoing Projects and Connectivity
- Environmental Considerations and Urban Design
- Concerns about Bike Lane Implementation

SAFETY AND IMPORTANCE OF BIKE LANES

Safety is a significant concern for both cyclists and motorists. The public emphasizes the need for well-designed and protected bike lanes to separate cyclists from traffic and address potential conflicts at intersections. There are varying opinions on the effectiveness of the current infrastructure, with some supporting the existing parking-protected bike lanes, while others express concerns about collisions, wrong-way cycling, and obstacles in the lanes.

COMPLETING ONGOING PROJECTS AND CONNECTIVITY

The public is in favor of completing ongoing projects, like the bike lanes on 5th Street, to create a connected network of safe and accessible micromobility infrastructure. Connectivity to key destinations, such as universities and downtown areas, is deemed essential for promoting cycling and micro-transportation use.

ENVIRONMENTAL CONSIDERATIONS AND URBAN DESIGN

Some participants express the importance of incorporating greenery, trees, and plantings in the urban landscape to address climate change challenges, enhance walkability, and provide shade. The desire for wider park strips and tree planting aligns with the city's identity as "The City of Trembling Leaves."

CONCERNS ABOUT BIKE LANE IMPLEMENTATION

While there is support for improving bike lanes, there are concerns about the design and placement of barriers,

5TH STREET: CORRIDOR RATINGS

On a scale from 1 - 10:	5th St
How useful would this route be for you?	6.6
Would this route enable you to bicycle or use micromodes more frequently?	6.7
Would you feel comfortable using this facility?	7.3
Would you feel comfortable using this facility with a child?	6.7
How supportive of this project concept are you?	7.4

particularly regarding cleaning, debris, and access to the roadway. The public also raises questions about the demand for bike lanes and the practicality of their usage during winter months with snow and ice.

Overall, the public input emphasizes the need for well-designed, safe, and connected bike lanes and micromobility infrastructure while taking into account environmental considerations and balancing the needs of different stakeholders. Addressing safety concerns, completing ongoing projects, and promoting connectivity are critical aspects that stand out in the data.

Additionally, there are suggestions for improvements, such as planting trees in the buffer zones and considering the needs of various users, including children and the elderly. Concerns the potential impact on delivery truck access are also mentioned.

Some comments express opposition to the project, questioning its practicality in certain areas and expressing doubts about the number of cyclists or scooter users who would benefit. There are also remarks about the need for education campaigns to ensure safe behavior among cyclists and scooter riders. Furthermore, winter weather conditions and snow removal concerns are raised, highlighting the need for effective maintenance during adverse weather.

3RD/PLAZA STREET

3rd/plaza street: existing conditions

3RD STREET / PLAZA STREET OVERVIEW

This study corridor extends three quarters of a mile from the RTC 4th Street Station on Lake Street to Vine Street by connecting 3rd Street and Plaza Street. 3rd Street and Plaza Street are low-volume local east-west roads in downtown Reno. Plaza Street connects a two block segment from Virginia Street to Lake Street under the National Bowling Stadium. 3rd Street is a one-way street heading west from Virginia Street out of downtown. It borders the railroad trench and a linear greenway on the south side. The corridor is a low volume street, but has a fairly high parking utilization. Posted speed is 25 MPH.

TABLE 5: 3RD STREET / PLAZA STREET EXISTING CONDITIONS

CORRIDOR EXTENT	Vine Street to Lake Street
CORRIDOR LENGTH	.76 MILES
2018 NDOT TRAFFIC VOLUMES	3,700
2050 FORECASTED VOLUMES	1,500
SIGNALIZED INTERSECTIONS	University Way Lake Street Plaza Street / Virginia Street
STOP CONTROLLED INTERSECTIONS	3rd Street / Virginia Street (NO CONTROL) Sierra Street (TWS) West Street (TWS) Arlington Avenue (TWS) Ralston Street (TWS) Washington Street (TWS) Vine Street (OWS)
PRIMARY TRUCK ROUTE	NO
EMERGENCY VEHICLE ROUTE	NO
TRANSIT ROUTE	NO

*AWS = All-Way Stop, TWS = Two-Way Stop, OWS = One-Way Stop

3rd/plaza street: existing conditions

3RD/PLAZA STREET CRASH DATA

W 3rd Street between Vine Street and N Virginia Street had 11 crashes between 2016 and 2020. These 11 crashes resulted in four injuries and zero fatalities. Only two intersections had more than one crash: West Street had four, and N Virginia Street had two. Lighting data is available for eight crashes; just three occurred in dark conditions. Only one of the four injury crashes happened under dark conditions. Listed vehicle factors are highly varied along this corridor, including wrong-side/wrong-way driving, failure to yield, unsafe backing (from the section with angled parking), and hit-and-runs.

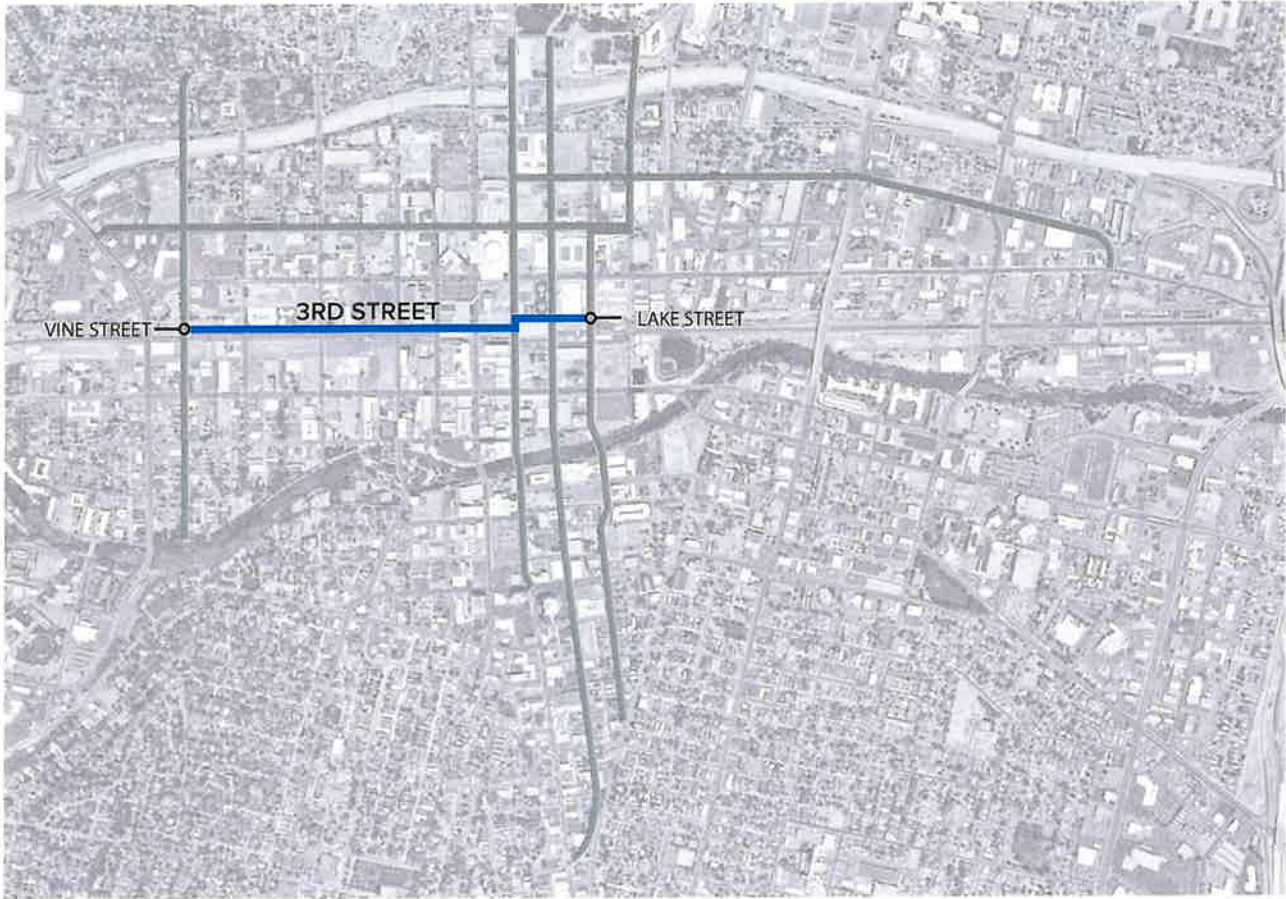
There was one pedestrian-involved and one bicycle-involved crash along the W 3rd Street corridor. Both of these crashes occurred at the West Street intersection. The bicycle crash was under daylight conditions, and the pedestrian crash was under dark conditions with no lighting. In both instances, drivers were traveling the correct direction (westbound) when the crash occurred. No vehicle factor was listed for the bicycle crash, but the pedestrian crash was a hit and run preceded by a failure to yield during a left turn.

West Street had the highest concentration of crashes along this corridor, including the pedestrian and bicycle crashes. Crash factors were highly varied for the W 3rd Street corridor, including wrong-way driving and the impacts of angled parking.



The existing train trench wall presents a potential sight distance issue for bicyclists and pedestrians crossing major streets

3rd/plaza street: project concept



PROJECT DESCRIPTION

The 3rd/Plaza Street corridor provides a low-speed low-volume connection from the east to west side of downtown Reno. This project concept would establish a two-way cycle track on the south side of 3rd Street from Vine to Lake Street with some facilities on Plaza Street and Virginia Street to make the final connection. This concept includes a center median refuge on Virginia Street which would eliminate the existing left turn lane while improving safety for bicyclists, pedestrians, and the occasional tourist taking a picture of the Reno Arch. In order to address frequent stops along 3rd Street, the concept includes developing a sensor activated RRFB system that would identify a bicyclist riding and proactively activate the RRFBs as they approach. Other acceptable alternatives include options such as a half signal or a HAWK. These would be placed on the south side of 3rd Street intersections to better align with the cycle track and provide opportunities for reducing crosswalk distances and enhancing bicycle and pedestrian safety. A traffic study could be beneficial if significant crossing activity begins to impact traffic operations. This concept also includes using continuous sidewalks on cross-streets (Virginia Street, Sierra Street, etc.) to slow turning vehicles, enhance the pedestrian realm, and provide a physical cue to drivers of the change in context as they enter 3rd Street.

3RD/PLAZA STREET

CORRIDOR SEGMENT	IMPROVEMENT CONCEPT
Lake St. to Virginia St.	Shared-Use Path
Virginia St. to Vine St.	Sidewalk, Cycle Track, Planting, Mountable Curb
Vine St. to Keystone Ave.	Future Path Extension

INCLUDED CONCEPTUAL INTERSECTION ENHANCEMENTS

Raised Crosswalks	Relocated Lighting
High Visibility Crosswalks	3 RRFBs
Ped. Refuge Islands	Curb Extensions at 7 Intersections

PLANNING LEVEL COST ESTIMATE

\$ 4,358,500

3rd/plaza street: project concept

COUNTERMEASURES

SPEED MANAGEMENT

Continuous sidewalks on major cross streets

Cycle Track

PEDESTRIAN/ BICYCLIST

*Crosswalk visibility enhancements

*Medians and pedestrian refuge islands

*Rectangular Rapid Flashing Beacons (RRFB)

*Road diets

Curb extensions

INTERSECTIONS

*Backplates with retroreflective borders

CROSSCUTTING

*Lighting (relocate existing)

↳ from List of Proven Safety Countermeasures per FHWA

BENEFITS

- Improved east-west connectivity through downtown
- Enhanced pedestrian realm on major downtown cross-streets from continuous sidewalks
- Better integration with bike lanes at cross streets
- Greater visibility for pedestrians at intersections
- Photo opportunity on Virginia Street next to Locomotion Plaza with median and mid-block crossing

IMPACTS

VEHICLE CAPACITY

- None

PARKING

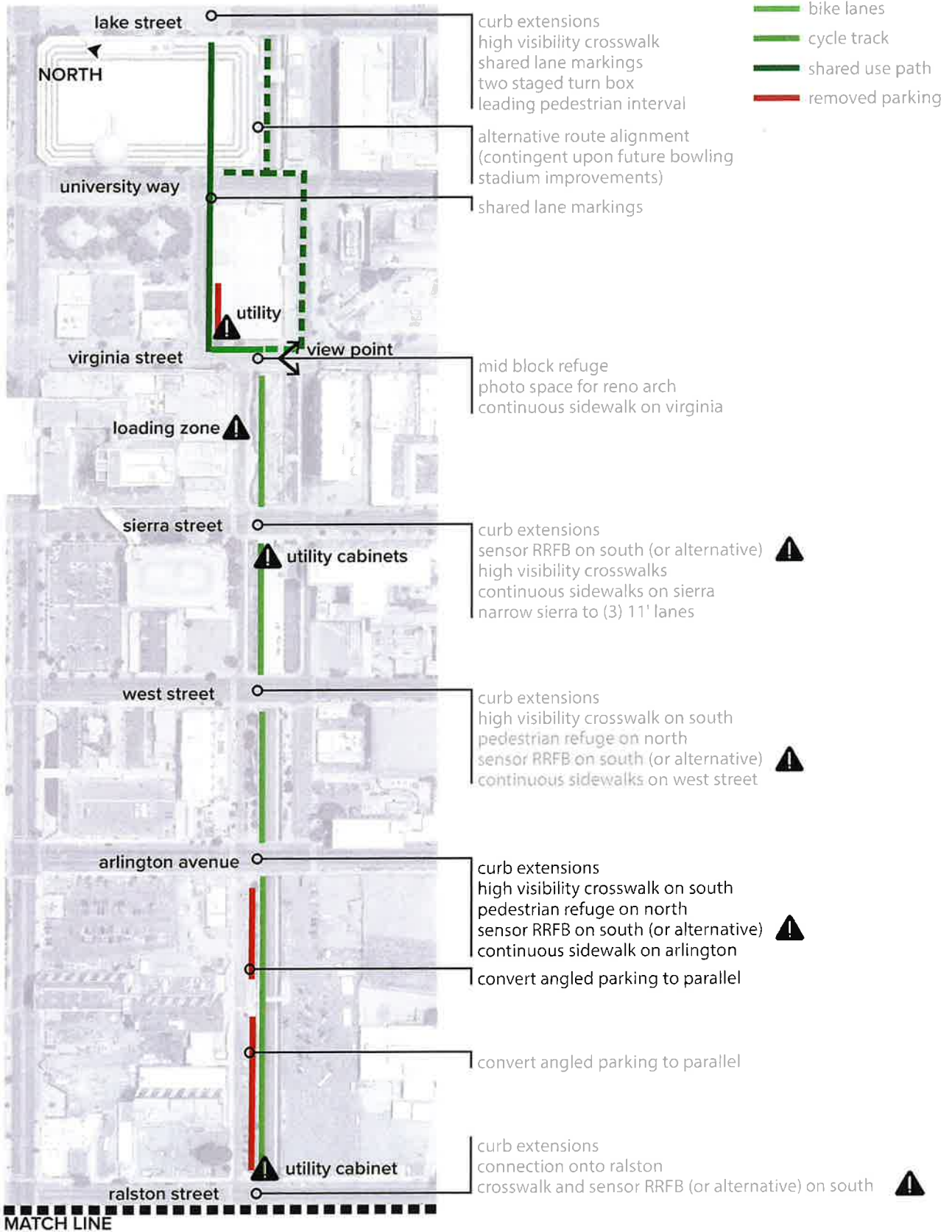
- Transition from angled parking to parallel parking between Ralston and Arlington: **(estimated loss: 24 stalls)**
- Loss of parking between Virginia and University: **loss of 2 stalls**

OTHER

- Lane narrowing on Sierra
- Mid block crossing with refuge on Virginia

** parking stall impacts are based on planning level estimates and are subject to change during design

3rd/plaza street: project concept



3rd/plaza street: project concept

MATCH LINE



- cycle track
- removed parking
- shared use path

connection to vine street facility
high visibility crosswalk
bulb-outs
refuge island in median
future path extension

3rd/plaza street: project concept



EXISTING CONDITION

3rd/plaza street: project concept



PROPOSED CONDITION

3rd/plaza street: project concept



3rd/plaza street: project concept



PROPOSED CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only
Landscaping shown is intended to inform the planning process and is not representative of final landscaping concepts.

3rd/plaza street: project concept



EXISTING CONDITION

3rd/plaza street: project concept



PROPOSED CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only

Landscaping shown is intended to inform the planning process and is not representative of final landscaping concepts.

3rd/plaza street: project concept



EXISTING CONDITION

3rd/plaza street: project concept



PROPOSED CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only

Landscaping shown is intended to inform the planning process and is not representative of final landscaping concepts.

3rd/plaza street: public outreach summary

OPEN-ENDED COMMENTS BY THEME

Number of Comments: 80

Based on the public input, the major themes and key takeaways are as follows:

- Preferred Routes and Access to Destinations
- Safety and Importance of Bike Lanes
- Benefit for Future Businesses

PREFERRED ROUTES AND ACCESS

Several comments express support for adding separated cycle tracks and bike lanes, especially on 3rd Street. Connecting these paths with other bike boulevards and improving connectivity to popular destinations, such as Rancho San Rafael and California St/Idlewild, is emphasized. Some users appreciate the potential for increased bike usage and the convenience of the proposed routes for their daily commute.

SAFETY AND IMPORTANCE OF BIKE LANES

This theme received 14 comments emphasizing the need for better infrastructure and safety measures in the proposed micromobility corridor project. Participants expressed a desire for physical barriers to separate cyclists from traffic and highlighted concerns about potential conflicts between cyclists, pedestrians, and vehicles at street crossings. The feedback underscores the community's focus on enhancing the safety aspects of the project.

BENEFIT FOR FUTURE BUSINESSES

Some users believe that implementing bike-friendly infrastructure could positively impact downtown businesses and make the area more vibrant and appealing. While some users acknowledge that they do not frequently use the area in question, they still recognize the value of the proposed enhancements in terms of general downtown safety and aesthetics. They believe that creating more space and better markings for pedestrians and bicycles would be beneficial.

3RD STREET: CORRIDOR RATINGS

On a scale from 1 - 10:	3rd St
How useful would this route be for you?	5.7
Would this route enable you to bicycle or use micromodes more frequently?	5.4
Would you feel comfortable using this facility?	5.7
Would you feel comfortable using this facility with a child?	5.0
How supportive of this project concept are you?	6.0

Additional themes based on relevance and frequency of mention indicate positive feedback about its aesthetics and potential to enhance the overall experience. Participants mentioned that the design is beautiful, inviting, and could complement existing routes, making them more likely to use it. Some highlighted the project's potential to improve downtown safety by providing more room and better markings for pedestrians and bicycles. Suggestions were made to retain trees in section 4 for added shade and to replace parked cars with trees for a greener environment. However, some individuals questioned the current number of cyclists justifying the project. Overall, the feedback indicates a positive reception to the proposed design and its potential benefits.

LAKE STREET/ EVANS AVENUE

lake and evans: existing conditions

LAKE STREET AND EVANS AVENUE

The Lake and Evans Corridor begins at 9th Street near the University of Nevada, Reno, and crosses Interstate 80 and extends south through Downtown to Midtown. This study corridor includes Evans Avenue from 9th Street to 5th; 5th Street from Evans Street to Lake Street; and Lake Street/Sinclair from 5th Street to Holcomb Avenue. Posted speeds for the corridor are 25 MPH. The section near the UNR campus, 9th Street to 6th Street, consists of a two-lane roadway with bike lanes and parallel parking on both sides. Between 6th and 5th, the uses become more industrial and commercial. From 5th Street to 1st Street, the roadway transitions from one lane in each direction with a center turn lane to a four-lane configuration. The study corridor passes directly adjacent to the main transit station in Reno, RTC 4th Street Station, and provides access to numerous downtown specific uses including commercial and entertainment destinations. South of the Truckee River, the corridor enters Midtown and becomes much more residential in nature with one lane in each direction and parallel parking on both sides of the street. The Sinclair Street / Holcomb Avenue intersection represents the southern terminus of this study corridor. This intersection is currently under design for reconstruction by the RTC.



Bus bays at the RTC 4th Street Station reduce potential for maintaining physical separation between cyclists and vehicles



Midtown portion is residential in nature with high parking utilization between Liberty Street and Holcomb Avenue



Bowling Stadium loading zone on Lake Street cannot be relocated and will reduce physical separation for bicyclists.

lake and evans: existing conditions

TABLE 6: LAKE STREET AND EVANS AVENUE EXISTING CONDITIONS

CORRIDOR EXTENT	9th Street to Holcomb Avenue
CORRIDOR LENGTH	1.3 MILES
2018 NDOT TRAFFIC VOLUMES	2,300 (Evans Ave) / 6,200 (Lake St)
2050 FORECASTED VOLUMES	3,500 (Evans Ave) / 12,500 (Lake St)
SIGNALIZED INTERSECTIONS	4th Street
	2nd Street
	1st Street
	Mill Street
	Liberty Street
STOP CONTROLLED INTERSECTIONS	9th Street (AWS)
	8th Street (MINOR STREET STOP)
	7th Street (MINOR STREET STOP)
	6th Street (AWS)
	Evans / 5th Street (MINOR STREET STOP)
	5th Street / Lake Street (AWS)
	Commercial Row (MINOR STREET STOP)
	State Street (MINOR STREET STOP)
	Pine Street (MINOR STREET STOP)
	Ryland Street (MINOR STREET STOP)
	Stewart Street (AWS)
	Moran Street (MINOR STREET STOP)
	Thoma Street (MINOR STREET STOP)
Holcomb Avenue (OWS)	
PRIMARY TRUCK ROUTE	NO
EMERGENCY VEHICLE ROUTE	YES
TRANSIT ROUTE	YES

*AWS = All-Way Stop, TWS = Two-Way Stop, OWS = One-Way Stop

lake and evans: existing conditions

LAKE STREET AND EVANS AVENUE CRASH DATA

On the Lake Street/Sinclair Street corridor, there were a total of 53 crashes with 28 causing injuries and zero fatalities between 2016 and 2020. The 2nd Street intersection is the only location along the corridor with more than ten crashes (14). The 4th Street intersection had the second-most crashes (9). Lighting data is available for 45 crashes. Over two-thirds of crashes (31, 69%) occurred during daylight hours, and eleven occurred during dark conditions. The 2nd Street and 4th Street intersections both had four crashes in dark conditions. The most commonly noted vehicle factor involved drivers failing to yield right-of-way (16 of 44 crashes with available data).

Of the 53 crashes, 8 involved a pedestrian. All eight of these crashes resulted in an injury. Five of these crashes involved a carry-all vehicle (SUV, large vans, etc.) Seven of the eight crashes occurred on Lake Street between Mill Street and 5th Street; only one occurred on Sinclair Street at the E Liberty Street intersection. Two crashes each occurred at the 2nd Street, 4th Street, and Mill Street intersections. Pedestrian visibility is a leading safety issue on the corridor with seven of the pedestrian-involved crashes involving drivers making left turns; the eighth driver was going straight. Only one of these crashes occurred in dark conditions (no lighting at the 2nd Street intersection).

One crash involved people biking. The crash resulted in an injury at the 1st Street intersection. The driver moved to avoid something in the road and collided with the person biking.

Lake Street and Sinclair Street crashes were concentrated at the 2nd and 4th Street intersections; just under half of the corridor's crashes occurred at those intersections. Pedestrian crashes followed a similar location pattern. Most crashes resulted from failing to yield right-of-way, especially when turning.

TABLE 7: LAKE ST AND EVANS AVE CRASHES BY CROSS-STREET (2016-2020)

STREET	INJURY ACCIDENT	PROPERTY DAMAGE ONLY	TOTAL
2ND ST	7	7	14
4TH ST	6	3	9
6TH ST	1	5	6
E LIBERTY ST	3	2	5
MILL ST	4	3	7
RYLAND ST	2	1	3
ALL OTHER INTERSECTIONS	5	4	9
GRAND TOTAL	28	25	53

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lake and evans: project concept



PROJECT DESCRIPTION

This project concept prioritizes physical protection and low-stress routes for bicyclists in order to encourage more cycling for less experienced bicyclists. The concept would establish a protected bike lane from Holcomb Avenue to 5th Street on Sinclair / Lake Street, transition to Evans Avenue using the 5th Street parking protected bike lane and then create a protected bike lane from 5th Street to 9th Street on the west side with a standard bike lane on the east side. Each roadway in this corridor concept is identified as a Primary Emergency Vehicle Route (PEVR) which restricts the use of vertical deflection to reduce vehicle speeds; therefore no vertical deflection is incorporated into the project concept. Instead, the concept design relies on creating separation between uses in order to create a low-stress facility. Further traffic calming may be achieved through the use of modal filtering elements between Liberty Street and Holcomb Avenue. This concept would result in the loss of nearly 97 parking spaces including near UNR (42 stalls) and in the Midtown area (2 stalls). Additionally, maintaining protection for northbound bicyclists may not be feasible between 4th Street and E Plaza Street due to the presence of 5 RTC bus bays which have both ingress and egress movements along this stretch.

SINCLAIR ST / LAKE ST/ EVANS AVE

CORRIDOR SEGMENT	IMPROVEMENT CONCEPT
I-80 to Liberty Street	Buffered Bike Lane & Flex Posts (Bike Lane between 5th St & I80)
Liberty St to Holcomb Ave.	Bike Boulevard (Speed Cushions and Curb Extensions)
Alt Route (Plaza to 5th)	Shared Use Path

INCLUDED CONCEPTUAL INTERSECTION ENHANCEMENTS

Intersection Lighting	Curb Extensions at 5 Intersections
2 Protected Intersections	Speed Cushions
High Visibility Crosswalks	

PLANNING LEVEL COST ESTIMATE

\$ 3,299,750

lake and evans: project concept

COUNTERMEASURES

SPEED MANAGEMENT

- *Protected bike lanes
- *Crosswalk visibility enhancements

PEDESTRIAN/ BICYCLIST

- Bike boxes
- *Road diet
- Curb extensions
- Floating bus stops

INTERSECTIONS

- *Backplates with retroreflective borders
- Protected intersection

CROSSCUTTING

- *Lighting

* from list of Proven Safety Countermeasures per FHWA

BENEFITS

- Safer and more comfortable ride for cyclists
- Improved visibility and accessibility for pedestrians
- Traffic calming with curb extensions implementation

IMPACTS

VEHICLE CAPACITY

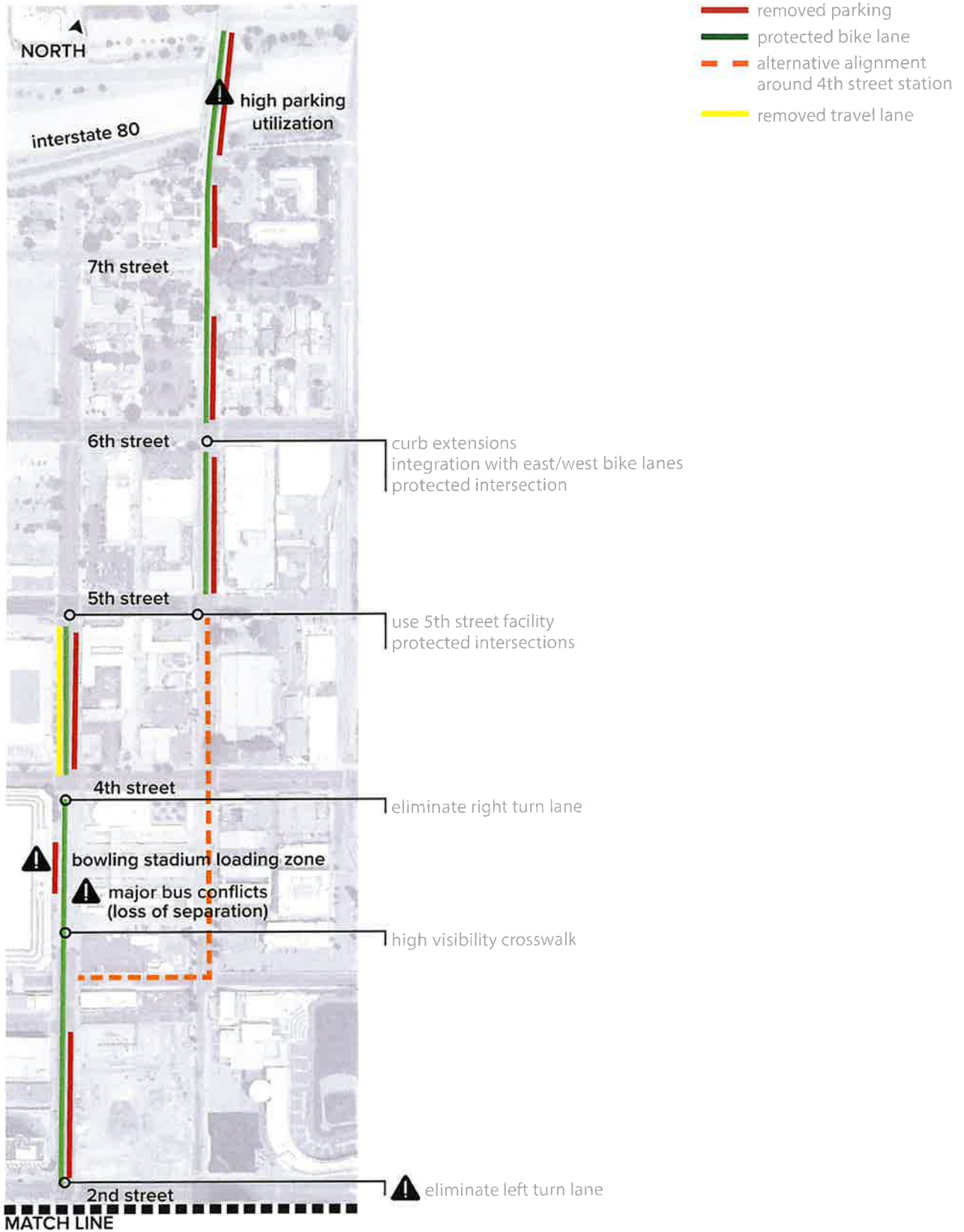
- Removed left turn lanes (Mill Street, 1st Street, 2nd Street, 4th Street, south side of 5th Street)

PARKING

- Loss of parking mostly along east side of corridor
 - (42 stalls)** between 9th and 5th (east side only)
 - Loss of parking on I-80 overpass (high utilization)
 - (30 stalls)** between 5th and 1st
 - (25 stalls)** between 1st and Liberty

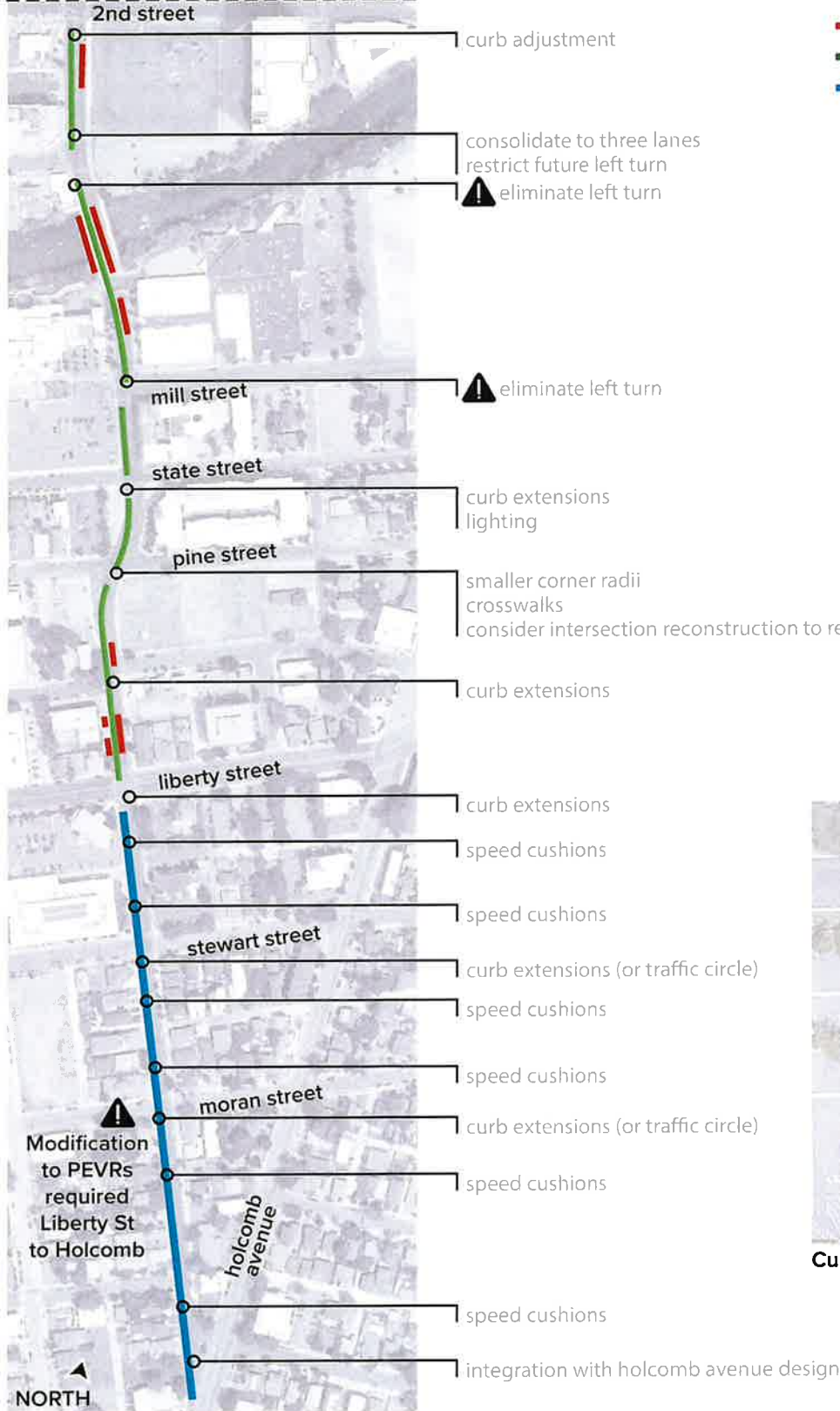
** parking stall impacts are based on planning level estimates and are subject to change during design

lake and evans: project concept

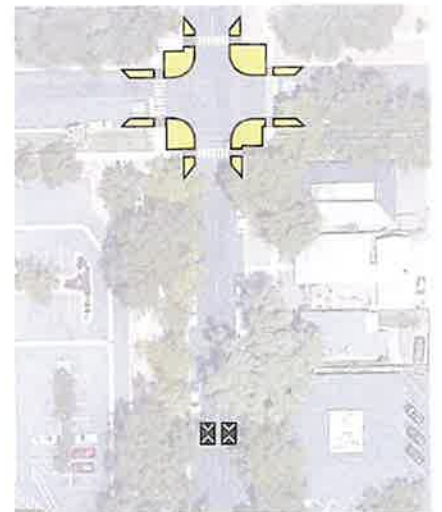


lake and evans: project concept

MATCH LINE



- removed parking
- protected bike lane
- bike boulevard



Curb extensions and Speed Cushions

lake and evans: project concept



EXISTING CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only.

Lake and evans: project concept



PROPOSED CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only.

No changes to existing landscaping considered or included in this project concept.

lake and evans: project concept



EXISTING CONDITION

lake and evans: project concept



PROPOSED CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only

lake and evans: project concept



EXISTING CONDITION

lake and evans: project concept



PROPOSED CONDITION

Note: Semi-permanent bollards and concrete are shown to highlight the range of potential material options for curb extensions. Concrete curbing was used for cost estimating purposes.

No changes to existing landscaping considered or included in this project concept

lake and evans: public outreach summary

OPEN-ENDED COMMENTS BY THEME

Number of Comments: 95

Based on the public input, the major themes and key takeaways are as follows:

- Support for the Corridor Project
- Concerns about Bike Lane Implementation
- Traffic Analysis, Intersection Safety, and Street Design

SUPPORT FOR THE CORRIDOR PROJECT

Many participants expressed positive feedback and support for the proposed micromobility corridor. They see it as an important connection to the bus station and a key link between midtown, UNR, and downtown. They appreciate the potential benefits of enhanced bike accessibility and safer routes.

CONCERNS ABOUT BIKE LANE IMPLEMENTATION

Some individuals have reservations about the implementation of bike lanes in certain sections. They express concerns about the safety of shared lanes, the need for more physically protected lanes, and potential conflicts between cyclists and pedestrians or vehicles. There are also concerns about the impact on parking and the effectiveness of certain design choices to slow the speed of vehicles.

Example:

- In Section 3, users express concern about the loss of parking spaces due to the proposed bike lane implementation. They believe that the street is wide enough to accommodate both parking and bike lanes, suggesting that retaining parking is essential for the convenience of drivers.
- In the case of Sinclair Street, some participants express discomfort sharing the same lane with motorized vehicles, preferring physically protected bike lanes. This highlights the importance of dedicated and safe infrastructure to encourage cyclists to use the proposed routes.

LAKE AND EVANS STREETS: CORRIDOR RATINGS

On a scale from 1 - 10:	Lake/Evans
How useful would this route be for you?	6.4
Would this route enable you to bicycle or use micromodes more frequently?	6.3
Would you feel comfortable using this facility?	7.0
Would you feel comfortable using this facility with a child?	6.3
How supportive of this project concept are you?	6.6

TRAFFIC ANALYSIS, INTERSECTION SAFETY, AND STREET DESIGN

These comments mainly address concerns and suggestions related to road design and safety. There is opposition to wider car travel lanes, with a focus on prioritizing wider sidewalks or park strips instead. The use of sharrows is strongly discouraged due to perceived dangers. The idea of using flower/tree planter boxes to separate bike lanes from cars is proposed as a safe and aesthetic alternative. Additionally, there are considerations about the necessity of the project given the proximity of other north-south routes. Some individuals express feeling safer with protected lanes, emphasizing the importance of safety measures for cyclists. Participants mention consistent snowplowing on bike lanes during winter, underscoring the importance of considering weather-related challenges in planning, design, and maintenance.

Additional feedback highlights perceived safety concerns and the blighted nature of certain areas in downtown Reno, underscoring the importance of addressing these issues before investing in micromobility infrastructure along Lake Street and Evans Avenue. There is also an emphasis on engaging with the unhoused population and addressing their concerns related to safety and access to foster an inclusive and equitable transportation system. Participants stress the need to strike a balance between accommodating various transportation modes and preserving parking options along the corridor. To encourage greater adoption of micromobility options, they call for implementing physically protected bike lanes and addressing intersection safety along the corridor.

**CENTER /
UNIVERSITY WAY**

center/university: existing conditions

CENTER STREET / UNIVERSITY WAY OVERVIEW

This study corridor extends one and a half miles from 9th Street to Virginia Street by following the University Way and Center Street corridor. This corridor is a one-way street from south to north except for the portion between 9th Street and Maple Street. As such, it is a significant corridor for moving traffic into and through downtown and accessing the university. The street passes under two skybridges in downtown (at Cal Neva and Reno City Center) and also has a busy bus route along its length. Posted speed is 30 MPH.

TABLE 8: CENTER STREET / UNIVERSITY WAY EXISTING CONDITIONS

CORRIDOR EXTENT	9th Street to Virginia Street	
CORRIDOR LENGTH	1.5 MILES	
2018 NDOT TRAFFIC VOLUMES	9,850 (I-80 Ramps)	
	5,600 (4th to Truckee)	
	3,700 (Truckee to Moran)	
2050 FORECASTED VOLUMES	12,721 (I-80 Ramps)	
	11,669 (4th to Truckee)	
	8,892 (Truckee to Moran)	
SIGNALIZED INTERSECTIONS	8th Street	Plaza Street
	Maple Street	2nd Street
	6th Street	1st Street
	5th Street	Liberty Street
	4th Street	
STOP CONTROLLED INTERSECTIONS	9th Street (AWS)	
	7th Street (TWS)	
	Commercial Row (OWS)	
	State Street (TWS)	
	Pine Street (TWS)	
	Ryland Street (OWS)	
	Stewert Street (TWS)	
	Moran Street (TWS)	
	Thoma Street (OWS)	
	Cheney Street (TWS)	
	Taylor Street (OWS)	
Virginia Street (ROUNDAABOUT)		
PRIMARY TRUCK ROUTE	NO	
EMERGENCY VEHICLE ROUTE	YES	
TRANSIT ROUTE	YES	

*AWS = All-Way Stop, TWS = Two-Way Stop, OWS = One-Way Stop

center/university: existing conditions

CENTER STREET / UNIVERSITY WAY CRASH DATA

Center Street / University Way between Virginia Street and 9th Street had 115 total crashes between 2016 and 2020. Of these 115, there were 23 injuries and zero fatalities. Of the data available, only two intersections had more than one crash; 2nd Street and 5th Streets each had two. Lighting data is available for 43 of the crashes, with only 8 of those occurring in dark conditions. There were two pedestrian-involved and zero bicycle-involved crashes along the Center Street / University Way Corridor.

The vast majority of crashes were angle types (see table below). These are crashes that occurred at intersections with a vehicle turning onto the corridor and failing to yield to oncoming traffic. Factors behind this disproportionate crash type can include roadway width, obstructions within the sight triangle, and overall poor intersection design.

TABLE 9: CENTER STREET / UNIVERSITY WAY CRASHES BY TYPE (2016-2020)

CRASH TYPE	INJURY CRASH	PROPERTY DAMAGE ONLY	TOTAL
ANGLE	31	45	76
BACKING	0	3	3
NON-COLLISION	2	2	4
REAR-END	4	10	14
SIDESWIPE, MEETING	3	7	10
SIDESWIPE, OVERTAKING	3	5	8
GRAND TOTAL	43	72	115



University Way looking northbound



center/university: project concept



PROJECT DESCRIPTION

This project concept includes constructing a two-way cycle track along University Way from 9th Street to S. Virginia Street.

University Way begins at 9th Street on the University of Nevada, Reno (UNR) campus and connects through downtown and Midtown before ending at the intersection with S. Virginia Street. This project concept will construct a two-way cycle track on the west side of University Way and provide space for bi-directional bicycle traffic. This facility is placed on the left side because University Way is currently a one-way street. This configuration reduces potential conflicts with two-way vehicle traffic and transit stops and also creates protected crossings for bicyclists at signals. This physically separated bicycle facility would enhance bicycle connectivity and improve pedestrian crossing distances along the corridor. The conceptual design includes reallocating existing vehicle capacity and repurposing parking spaces in some locations along the corridor. The proposed facility would allow for side-by-side riding and passing movements between intersections while also being wide-enough to support a truck-mounted plow or sweeper rather than a specialized street sweeper.

CENTER STREET / UNIVERSITY WAY

CORRIDOR SEGMENT	IMPROVEMENT CONCEPT
9th St to Stewart St	Two-way cycle track
Stewart St to Moran Str	Bike lane with mountable curb separation
Moran St to Virginia St	Northbound shared lane and southbound contraflow bike lane
5th St to 9th St	Sidewalk enhancements and replacement

INCLUDED CONCEPTUAL INTERSECTION ENHANCEMENTS

Reduced crossing distances	Bicycle signals and dedicated bicycle signal phase
Two-staged turn boxes	

PLANNING LEVEL COST ESTIMATE

\$11,080,000

center/university: project concept

COUNTERMEASURES

SPEED MANAGEMENT

Continuous sidewalks on major cross streets

Cycle Track

PEDESTRIAN/ BICYCLIST

Bicycle signal

ADA ramp upgrades

*Crosswalk visibility enhancements

*Road diets

Curb extensions

INTERSECTIONS

*Backplates with retroreflective borders

Two-stage turn boxes

CROSSCUTTING

*Lighting (relocate existing)

* from list of Proven Safety Countermeasures per FHWA

BENEFITS

- Enhanced connectivity between UNR, Downtown, Midtown
- Enhanced pedestrian crossings
- Improved safety for all users
- Improved comfort for bicyclists
- Improved traffic signals throughout corridor
- Left-side configuration eliminates conflicts with transit vehicles and impacts to existing stations

IMPACTS

VEHICLE CAPACITY

- Reduction of one vehicle lane between 9th & 8th, 6th & 1st, Liberty St to Cheney St. Protected left-turn movements for safety.

PARKING

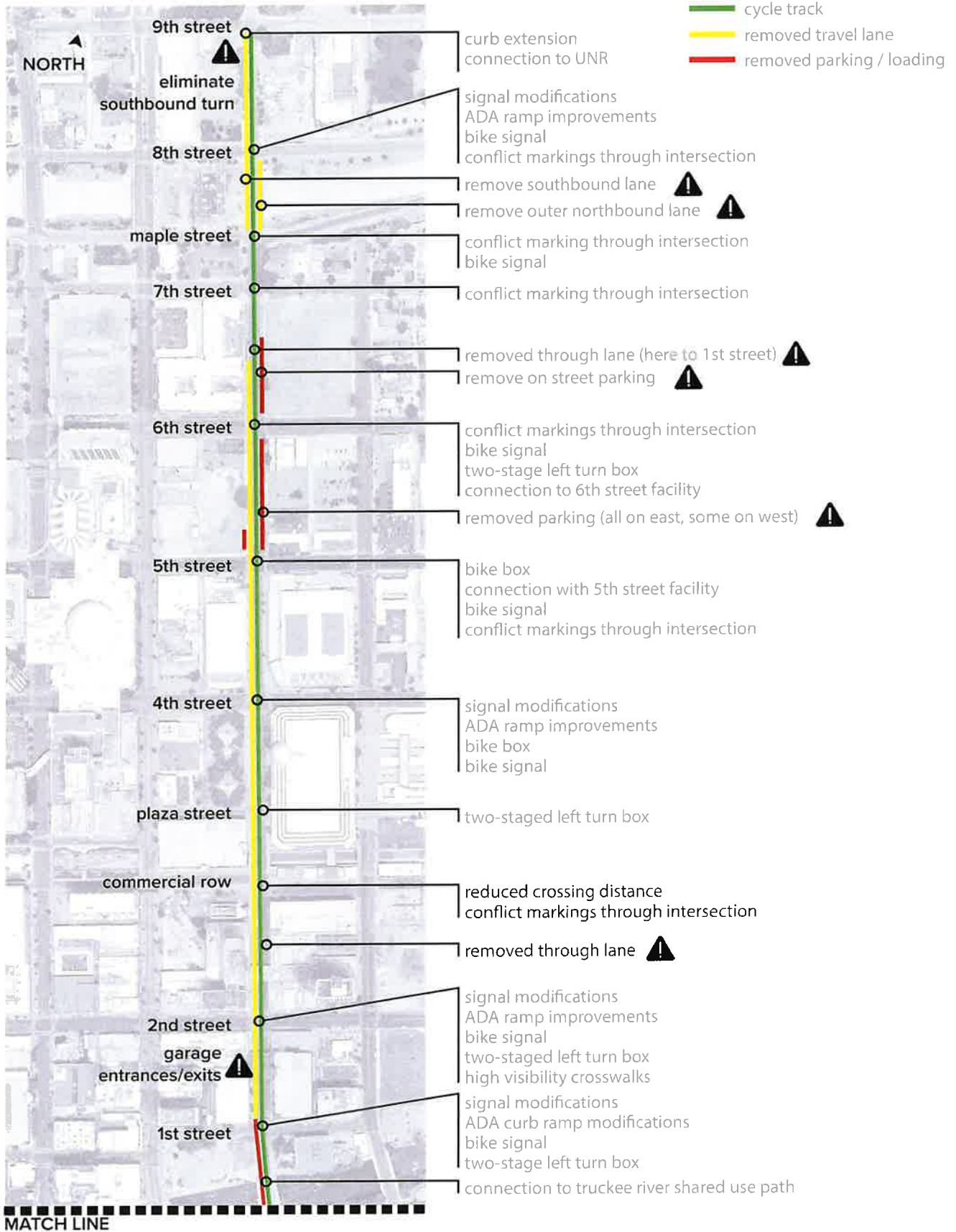
- 9th Street to 4th Street: **19 stalls**
- 1st Street to Moran Street: **27 stalls**
- Possible loss where curb extensions occur **(52 stalls)**
- Parking Additions (4th Street to 1st Street): **5 stalls**

OTHER

- Unsignalized intersections will require enhancements including paint and signage to increase awareness from all road users. Special care needed around City parking garage access, Disruption to Pioneer Center loading zone.

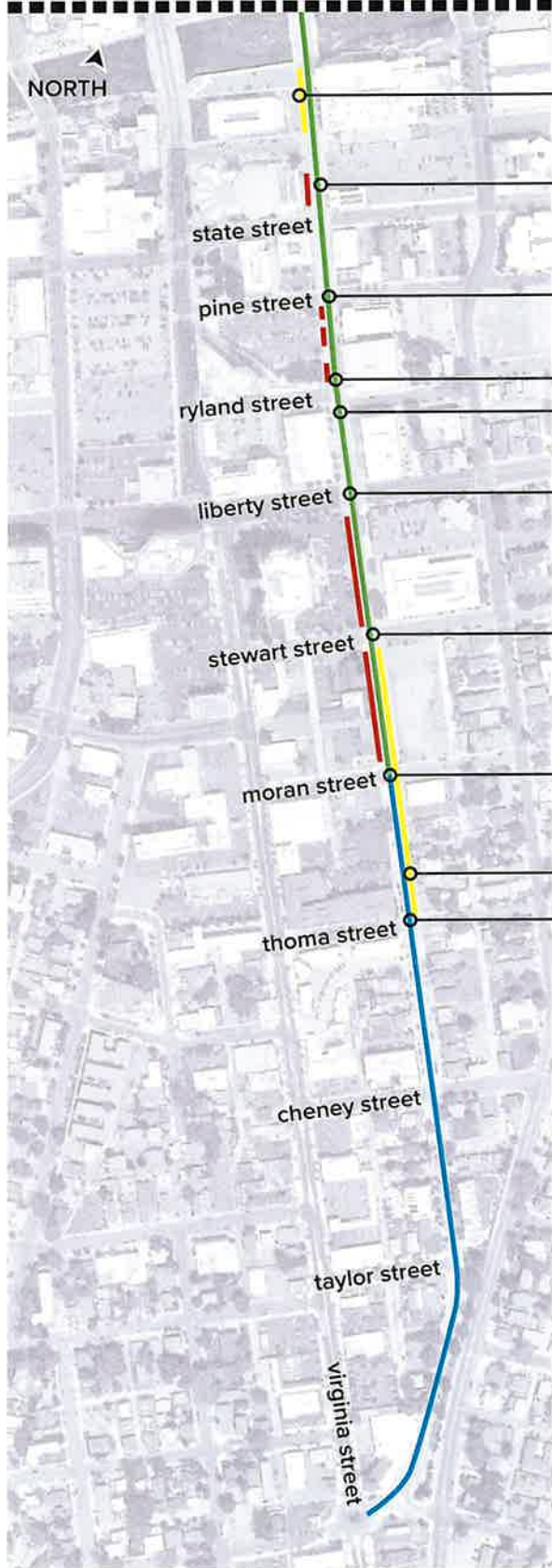
** parking stall impacts are based on planning level estimates and are subject to change during design

center/university: project concept



center/university: project concept

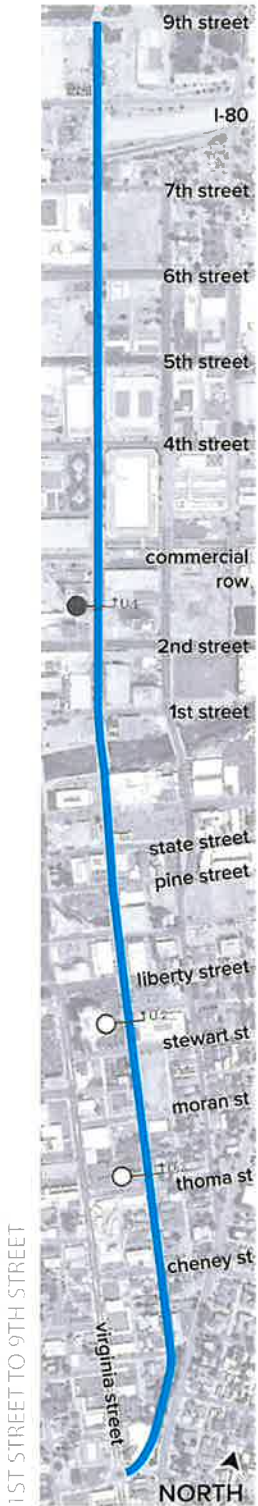
MATCH LINE



- bike lane & sharrows
- cycle track
- removed travel lane
- removed parking / loading

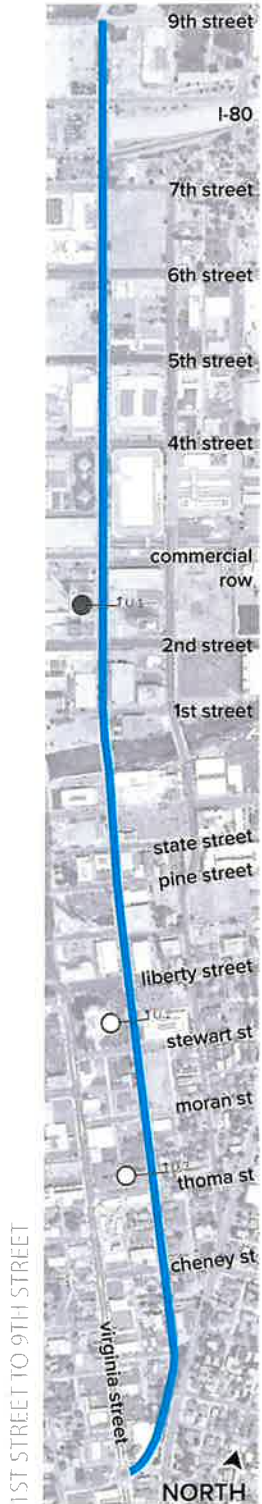
- removed parking turn lane
- loading zone relocation
- state street
- pine street
 - reduced pedestrian crossing distance
 - high visibility crosswalk
 - intersection conflict markings
- ryland street
 - parking removed
 - reduced pedestrian crossing distance
- liberty street
 - reduced pedestrian crossing distance
 - signal modifications
 - bike signal
 - two-staged left turn box
- stewart street
 - reduced pedestrian crossing distance
 - intersection conflict markings
- moran street
 - two-staged left turn box
 - reduced pedestrian crossing distance
 - high visibility crosswalk
- thoma street
 - removed travel lane
 - reduced pedestrian crossing distance
- chenev street
- taylor street
- virginia street

center/university: project concept



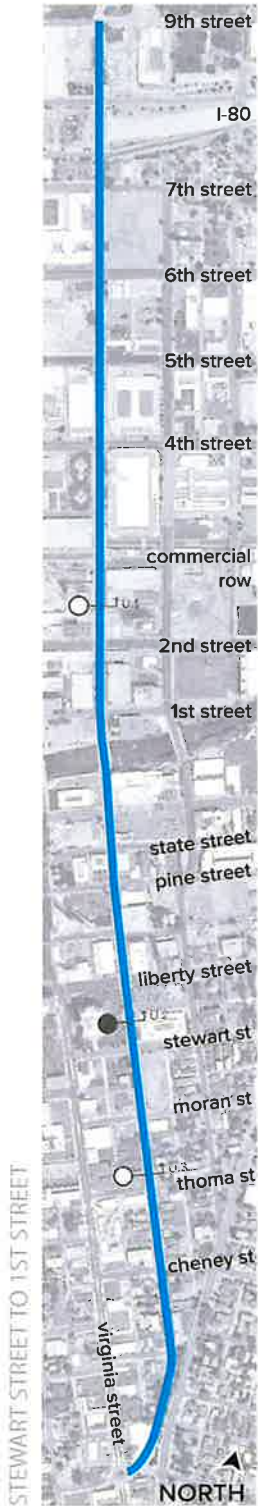
EXISTING CONDITION

center/university: project concept



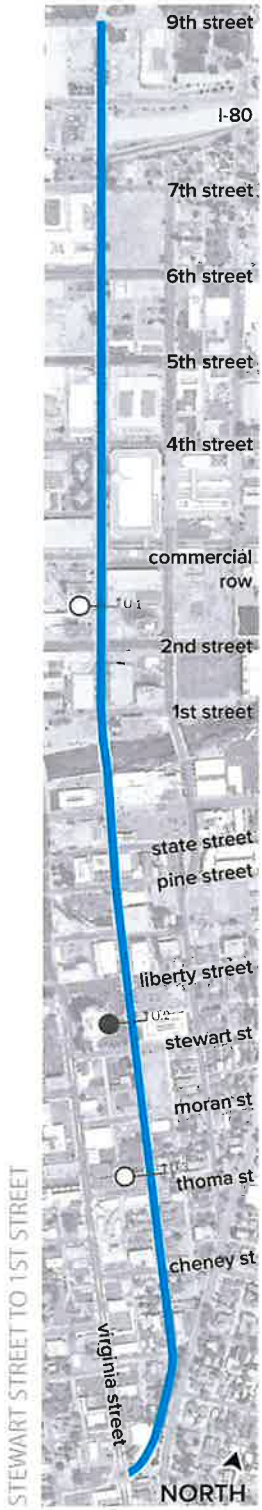
PROPOSED CONDITION

center/university: project concept



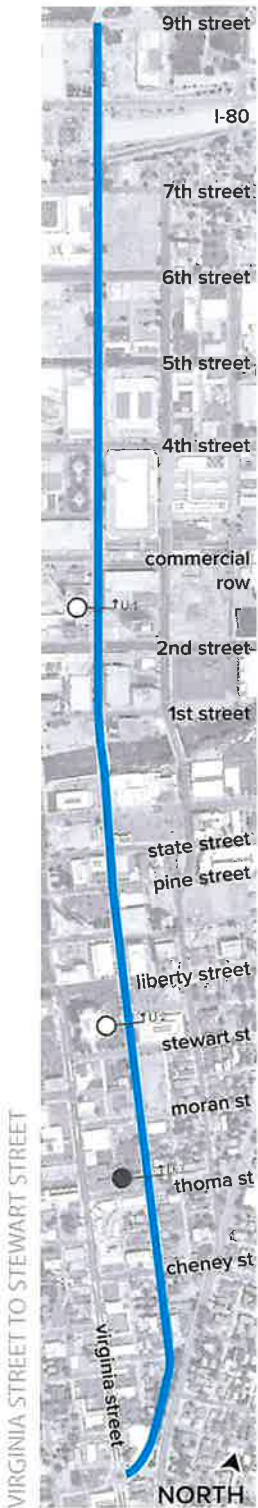
EXISTING CONDITION

center/university: project concept



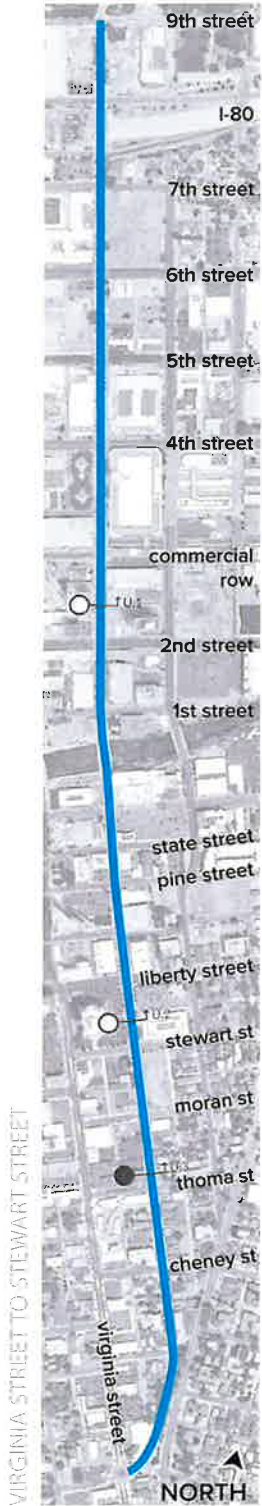
PROPOSED CONDITION

center/university: project concept



EXISTING CONDITION

center/university: project concept



PROPOSED CONDITION

center/university: public outreach summary

OPEN-ENDED COMMENTS BY THEME

Number of Comments: 90

Based on the public input, the major themes and key takeaways are as follows:

- Safety and Importance of Bike Lanes
- Preferred Routes and Access
- Concerns about Bike Lane Implementation
- Support for the Corridor Project

SAFETY AND IMPORTANCE OF BIKE LANES

Several comments express the importance of having safe and separated bike lanes to improve cyclist safety. Participants emphasize the need for physical barriers, such as raised medians or sturdy metal posts, to protect cyclists from motorized traffic.

PREFERRED ROUTES AND ACCESS

Participants highlight the significance of creating a direct and efficient north-south corridor connecting the University, Downtown, and Midtown areas. They believe that such a route would encourage more people to use micromobility options and reduce traffic congestion.

CONCERNS ABOUT BIKE LANE IMPLEMENTATION

Some comments raise concerns about the implementation of bike lanes on certain streets, particularly on Center Street. Issues related to traffic flow, parking spaces, and potential disruption to businesses are among the key concerns.

SUPPORT FOR THE CORRIDOR PROJECT

Several participants express strong support for the project, citing the need for better transportation options and improved safety for cyclists. They appreciate that the project has a professional traffic study backing it and is already at an advanced design stage.

CENTER/UNIVERSITY STREETS: CORRIDOR RATINGS

On a scale from 1 - 10:	Center/University
How useful would this route be for you?	7.5
Would this route enable you to bicycle or use micromodes more frequently?	7.5
Would you feel comfortable using this facility?	7.7
Would you feel comfortable using this facility with a child?	6.9
How supportive of this project concept are you?	7.9

The comments on the University Way and Center Street corridor project reveal varying perspectives on its potential economic benefits, with hopes of attracting more visitors and encouraging micro-mobility usage alongside concerns about feasibility and current cyclist population. Winter conditions and snow mitigation are also important design considerations. However, parking, safety, and cost-effectiveness remain areas of concern that need to be addressed.

Other key takeaways from the comments include the desire for aesthetically pleasing streets with vegetation and flower planter boxes, which can complement safety measures. Accessibility for people with physical and sensory disabilities is highlighted as an essential aspect to consider. Moreover, the significance of the University Way route in connecting UNR to other areas demonstrates the project's potential positive impact on the university community and the wider Reno population.

VIRGINIA STREET

virginia street: existing conditions

INTRODUCTION

The Virginia Street corridor represents the central core of downtown Reno and a vital north/south connection between the University of Nevada-Reno, Downtown Reno, and Midtown. As the corridor connects these areas, the surrounding land uses and contexts change and the way that residents and visitors interact with the corridor changes with it. The northern portion between 9th Street and 8th Street is the gateway to the UNR campus with a major transit connection and recently completed roadway improvements. Between 8th Street and 6th Street the corridor is largely auto-oriented with access to I-80 on and off ramps and five total vehicle lanes. The corridor transitions between 6th Street and 4th Street to a narrower and more pedestrian oriented context with wide sidewalks and fewer vehicle travel lanes. Between 4th Street and 1st Street the corridor is heavily pedestrian oriented with high levels of pedestrian foot traffic, typically slower vehicle speeds, and frequent pedestrian crossings. The Reno Arch, a major local tourist attraction, is located on the southern side of the Commercial Row intersection in this portion of the corridor. Tourists and locals frequently stop on the sidewalk to take a picture underneath the Reno Arch and often will step into vehicle travel lanes in order to get a better angle which creates a potential safety hazard. South of 1st Street the corridor passes by multiple civic (and previously civic) buildings including the old Post Office, Washoe County Court office, and the Pioneer Center theater. Following a recent pilot project from the City of Reno, the parking protected bike lanes which were piloted from Liberty Street to 1st Street were made permanent.

The level of vehicle volumes also varies along the corridor based on the land use context, as shown on the following page. The northern portion which connects UNR to downtown over I-80 has a much higher level of vehicle traffic (15,300 ADT) and building setbacks as compared to the section in the entertainment portion of the corridor between 4th Street and 1st Street in downtown (5,326 ADT). The traffic surrounding the I80 ramps is projected to increase to approximately 21,500 ADT by 2050 based on the RTC Travel Demand Model where the traffic volumes in the entertainment core are projected to decrease to 5,326 by 2050.



Looking south through the 4th Street intersection, Virginia Street narrows to a single thru lane in each direction between Liberty Street and 4th Street.

virginia street: existing conditions

TABLE 10: VIRGINIA STREET EXISTING CONDITIONS

CORRIDOR EXTENT	9th Street to Liberty Street	
CORRIDOR LENGTH	1.01 MILES	
2021 NDOT TRAFFIC VOLUMES	15,300 (I-80 Ramps)	
	7,350 (Reno Arch)	
	16,600 (South of Liberty Street)	
2050 FORECASTED VOLUMES	21,575 (I-80 Ramps)	
	5,326 (Reno Arch)	
	15,425 (South of Liberty Street)	
SIGNALIZED INTERSECTIONS	9th Street	Plaza Street
	8th Street	2nd Street
	Maple Street	1st Street
	6th Street	State Street
	5th Street	Liberty Street
	4th Street	
STOP CONTROLLED INTERSECTIONS	7th Street	Mill Street
	3rd Street	Pine Street
	Commercial Row	Ryland Street
PRIMARY TRUCK ROUTE	NO	
EMERGENCY VEHICLE ROUTE	YES	
TRANSIT ROUTE	YES	

*AWS = All-Way Stop, TWS = Two-Way Stop, OWS = One-Way Stop

virginia street: existing conditions

VIRGINIA STREET CRASH DATA

Virginia Street between Liberty Street and 10th Street had a total of 233 crashes between 2016 and 2020, including 104 injury crashes and 129 property damage only crashes. Angle crashes were the most common with 103 total angled crashes, followed by rear-end crashes with 66 crashes. There were 19 crashes involving pedestrians, with all but two resulting in injuries; during this period there were just three bicycle-involved crashes which all resulted in an injury and were spread out along the corridor. Of the pedestrian involved injury crashes, nine occurred when the driver was turning left, seven while the driver was going straight, and one when the driver was turning right. Left-turning vehicles can pose a significant risk to pedestrians, as drivers may not always yield properly or may have limited visibility of pedestrians in crosswalks. This highlights that pedestrians are over-represented in injury crashes as they accounted for 8% of total crashes along the corridor but 16% of injury crashes. More than half of the pedestrian-involved crashes (12 total) occurred in low light (dark / dawn) conditions. This may indicate a need for increase nighttime visibility. It is important to note that all bicycle involved crashes which resulted in injuries occurred between 4 am and 10 am.

TABLE 11: CRASHES BY YEAR ON VIRGINIA STREET (10TH ST TO LIBERTY ST)

YEAR	INJURY CRASH	PROPERTY DAMAGE ONLY	TOTAL
2016	23	35	58
2017	25	28	53
2018	27	32	59
2019	19	23	42
2020	10	11	21
TOTAL	104	129	233

Intersections represent a significant safety challenge on the corridor with 17 out of the 19 pedestrian-involved crashes occurring at intersections. Intersections in the northern portion of the corridor between 6th Street and 9th Street had the highest number of crashes, with 8th Street having the most with a total of 28 (17 injury crashes and 11 property damage only crashes). Other intersections with multiple pedestrian-involved crashes during the same period were 7th Street with 3 pedestrian injury crashes, 10th Street with 2, and Maple Street with 2.

TABLE 12: PEDESTRIAN-INVOLVED CRASHES ON VIRGINIA STREET (10TH ST TO LIBERTY ST)

YEAR	INJURY CRASH	PROPERTY DAMAGE ONLY	TOTAL
2016	1	0	1
2017	6	0	6
2018	6	0	6
2019	4	1	5
2020	0	1	1
TOTAL	17	2	19

virginia street: existing conditions

TABLE 13: LIGHTING CONDITIONS FOR PEDESTRIAN INVOLVED CRASHES ON VIRGINIA STREET (2016 - 2020)

LIGHTING CONDITION	PEDESTRIAN INVOLVED CRASHES ON VIRGINIA STREET
DARK - CONTINUOUS LIGHTING	3
DARK - SPOT LIGHTING	8
DAWN	1
DAYLIGHT	6
UNKNOWN	1
GRAND TOTAL	19

The concentration of crashes at specific intersections, particularly between 6th Street and 9th Street, suggests the need for targeted improvements in this portion of the corridor. Intersections with multiple pedestrian-involved crashes (7th Street, 10th Street, and Maple Street) may require special attention to assess and implement appropriate safety measures, such as improved crosswalk markings, pedestrian crossing signals, and traffic calming measures. As student housing options are constructed south of I-80 this need may increase with a greater number of students travel to and from the UNR campus.

In conclusion, the crash data highlights numerous safety concerns for pedestrians at intersections along Virginia Street between Liberty Street and 10th Street, particularly between 6th Street and 9th Street. The concentration of crashes at intersections in this portion of the corridor highlights the need to create a safer and more accommodating crossing for pedestrians and bicyclists over I-80 as one of the most critical aspects of creating a strong connection between UNR and downtown Reno.

TABLE 14: TOP 10 CRASH INTERSECTIONS ON VIRGINIA STREET BETWEEN 10TH ST AND LIBERTY ST (2016 - 2020)

INTERSECTION	INJURY CRASH	PROPERTY DAMAGE ONLY	GRAND TOTAL
8TH ST	17	11	28
MAPLE ST	11	6	17
9TH ST	2	13	15
7TH ST	9	6	15
6TH ST	6	9	15
E 5TH ST	2	7	9
E 2ND ST	4	5	9
LIBERTY ST	1	6	7
W 10TH ST	4	3	7
COURT ST	0	6	6

* All other intersections had four crashes or less between 2016 – 2020

virginia street: project concept



PROJECT DESCRIPTION

This project concept builds off of recent concepts developed through the Downtown Circulation Study and Virginia Street Downtown Placemaking Study aimed at improving safety for all users, enhancing connectivity, and bolstering the unique sense of place in downtown Reno. This concept incorporates street furniture and placemaking elements but is focused on the changes to the roadway and transportation network; cost estimates for street furniture and placemaking elements are not reflected in the project cost estimate to the right.

The concept focuses on enhancing the current parking protected bike lanes south of 1st Street and applying similar treatments throughout the corridor as possible. Between Liberty Street and 1st Street, the concept will formalize the existing buffer between parked vehicles and the bike lane with concrete curbing and improved crossing treatments at the intersections. Between 1st Street and 6th Street, the project concept will construct a buffered bike lane with removable bollards and remove the center median & turn lanes at most intersections in this portion; removable bollards will allow for this portion of the corridor to continue to accommodate special events with vendor booths. This

VIRGINIA STREET

CORRIDOR SEGMENT	IMPROVEMENT CONCEPT
Liberty St to 1st St.	Curb-Protected Bike Lane
1st Street to 6th Street	Buffered Bike Lane
6th Street to 9th Street	Curb-Protected Bike Lane

INCLUDED CONCEPTUAL INTERSECTION ENHANCEMENTS

Protected intersections	Pedestrian refuges
Reduced corner radii	Reduced crossing distances
High-visibility crosswalks	

PLANNING LEVEL COST ESTIMATE

\$ 3,979,750

virginia street: project concept

concept will also create a pedestrian refuge between Commercial Row and 3rd Street in order to reduce crossing distances, improve crossings, integrate with the planned 3rd Street facility, and provide a safer alternative for tourists to capture photos with the Reno Arch. Between 6th and 7th the concept includes potential options for adding parking or accommodating enhancing transit service with floating bus stops. In order to improve safety for pedestrians and bicyclists traveling through the northern portion of the corridor, this concept includes a concrete buffer between the bike lane and travel lane from 6th Street to 9th Street. In order to achieve the enhanced connection over I-80, the concept includes the removal of one vehicle travel lane on Virginia Street in both directions between 5th Street and 8th Street. This concept would create extended transit stops which function as mini-floating bus stops between 8th and 9th Streets in order to provide a protected bike lane and maintain enhanced transit service while preserving the existing right of way. This will require adjusting the configuration of the recently constructed center median.

COUNTERMEASURES

	*Separated Bike Lanes
	*Crosswalk visibility enhancements
PEDESTRIAN/ BICYCLIST	Bike boxes
	*Pedestrian Refuges
	*Road diet
	*Curb extensions
	Floating bus stops
INTERSECTIONS	Protected intersection

* from list of Proven Safety Countermeasures per FHWA

BENEFITS

- Enhanced connectivity between UNR, Downtown, Midtown
- Reduced vehicle speeds through Virginia Street
- Enhanced pedestrian crossings
- Improved safety for all users
- Bolstered placemaking elements
- Refinements to existing pilot design (1st Street to Liberty Street)
- Better photo opportunities with the Reno Arch

IMPACTS

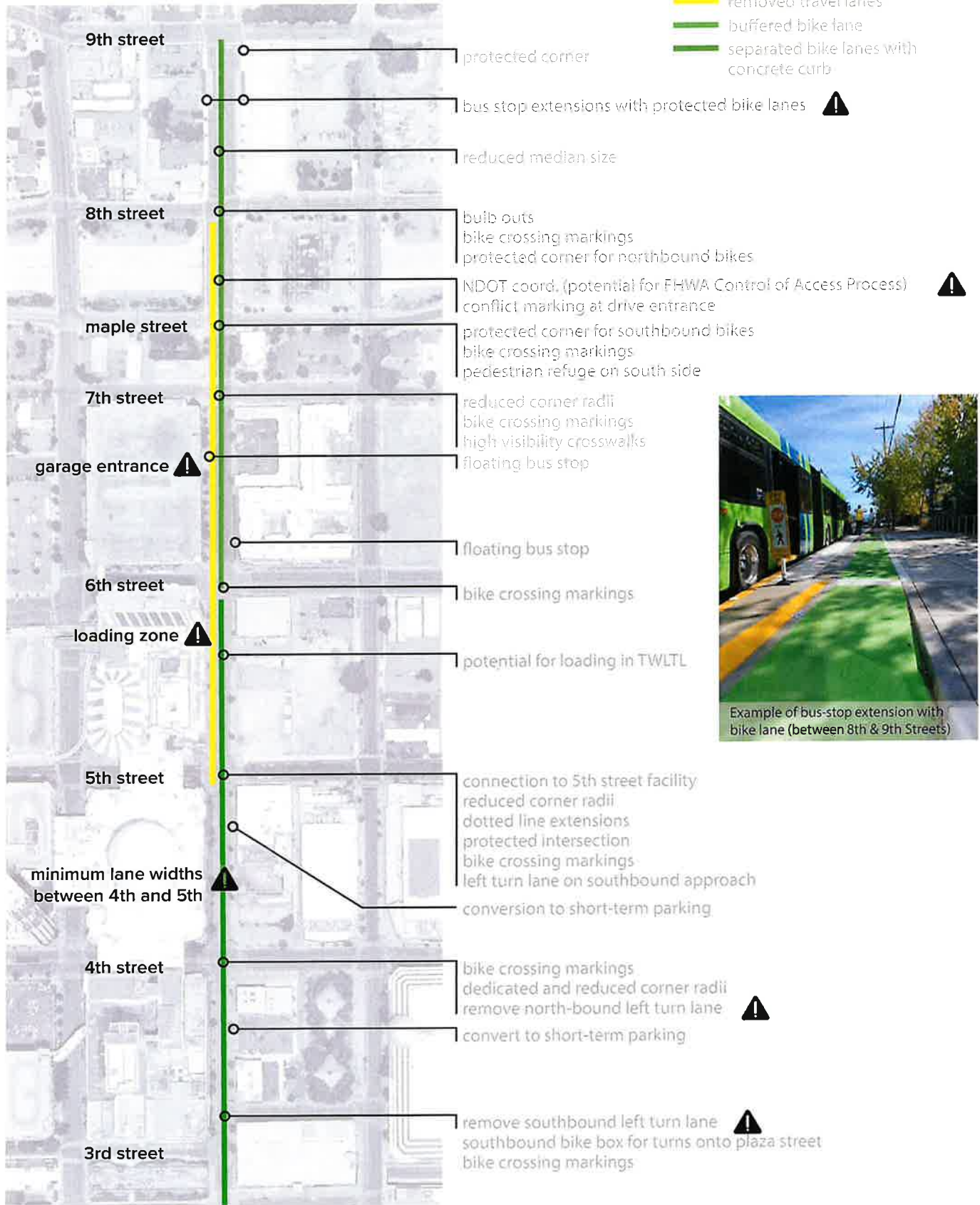
VEHICLE CAPACITY

- Reduces travel lanes between 8th Street and 5th Street
- Removes turn lanes between 4th Street and 1st Street and from Mill Street to Ryland Street
- Provides minimum lane widths between 5th Street and 4th Street

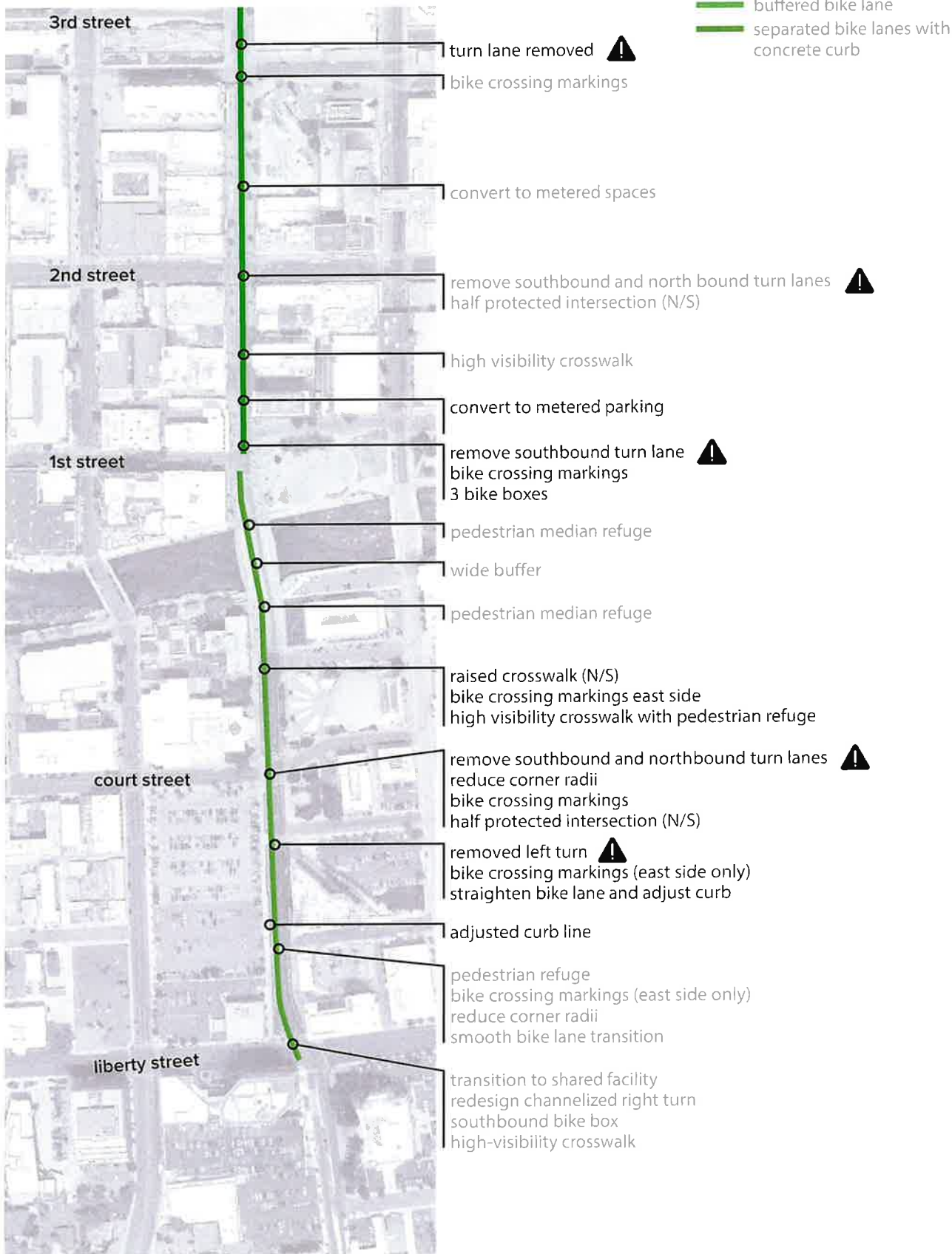
PARKING

- Adjusted loading zone spaces to short-term metered parking
- Potential additional parking between 6th Street and 7th Street
(alternatives: pages 20-21)

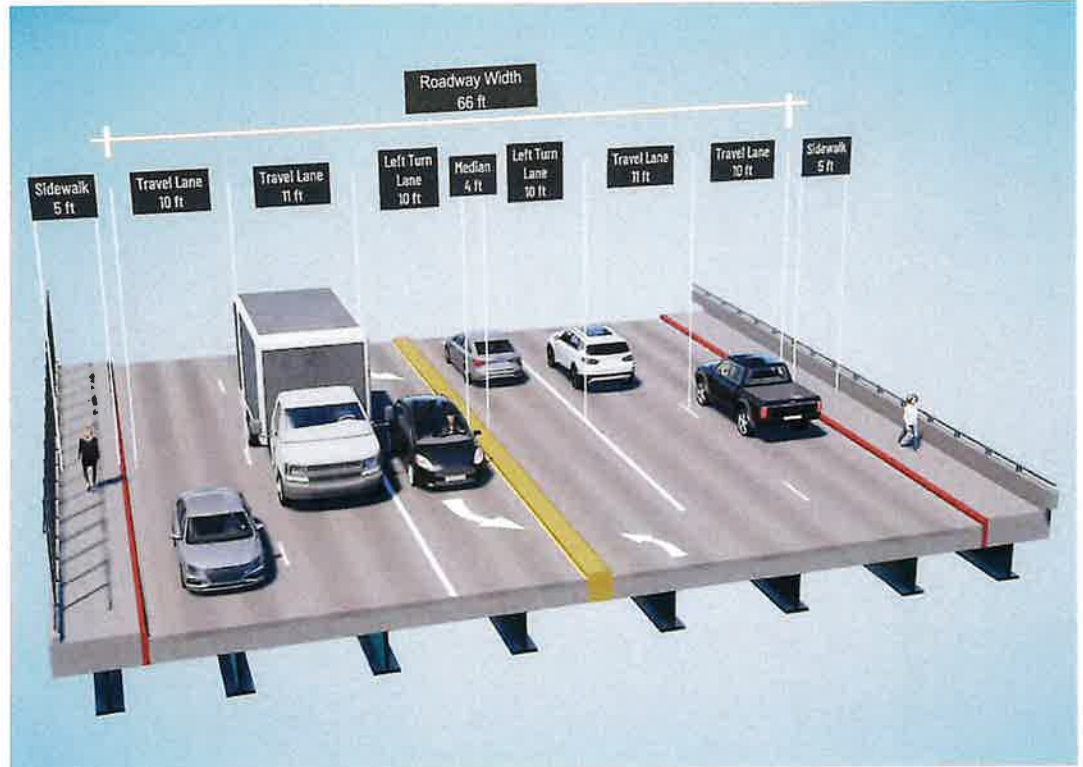
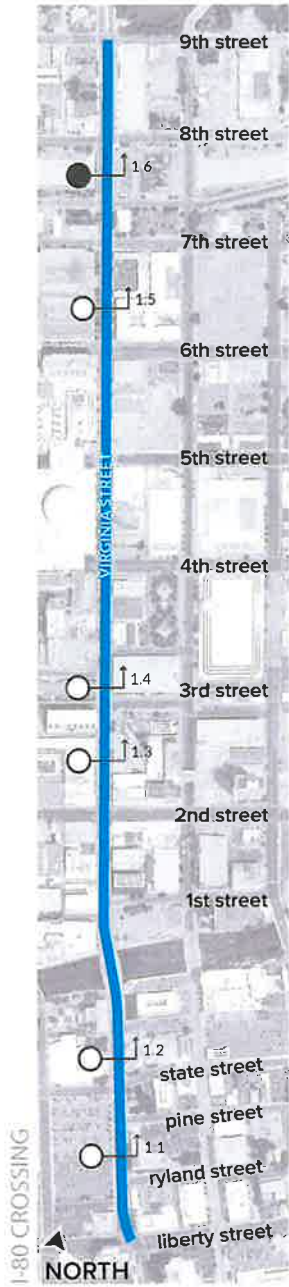
virginia street: project concept



virginia street: project concept

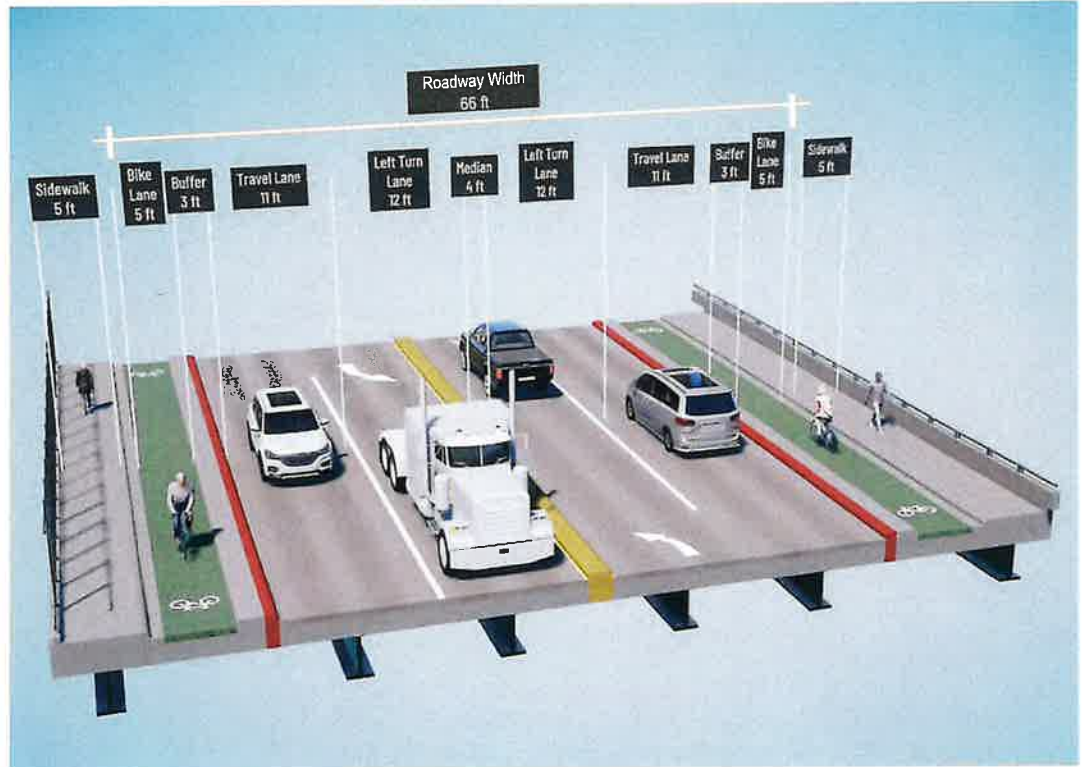
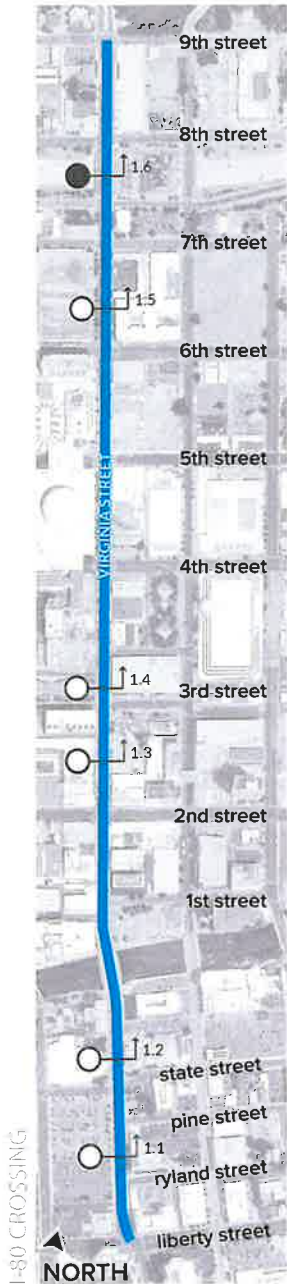


virginia street: project concept



EXISTING CONDITION

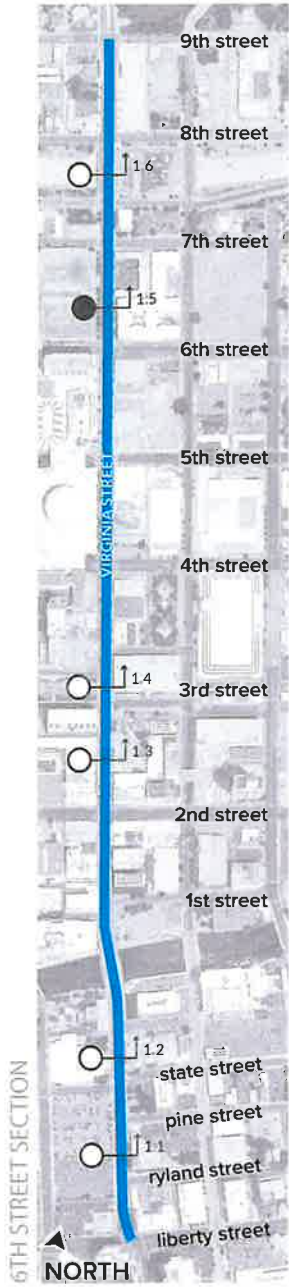
virginia street: project concept



PROPOSED CONDITION

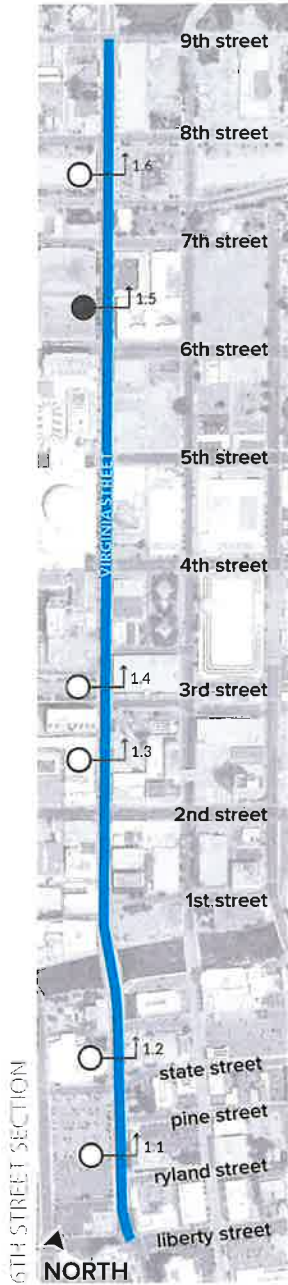
Removing one travel lane in each direction between 5th and 8th Streets may result in traffic operational impacts to the corridor. Impacts to the 8th Street and Maple Street intersections and the removal of lanes over I-80 will likely require coordination with NDOT. A review of the road network surrounding the I-80 ramps may shed light on the potential for rerouted traffic throughout the larger network beyond a focused corridor analysis.

virginia street: project concept



EXISTING CONDITION

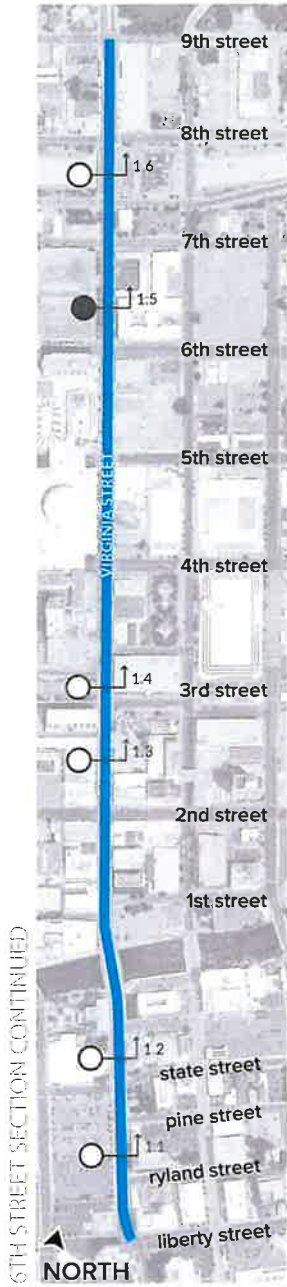
virginia street: project concept



PROPOSED CONDITION: FLOATING BUS STOPS

Virginia Street between 6th Street and 7th Street presents an opportunity to enhance existing transit service by creating floating bus stops which allow the bus to stop within the travel lane and provide more efficient and reliable service. This also presents an opportunity to enhance corridor greening away from areas which may impact adjacent basements.

virginia street: project concept

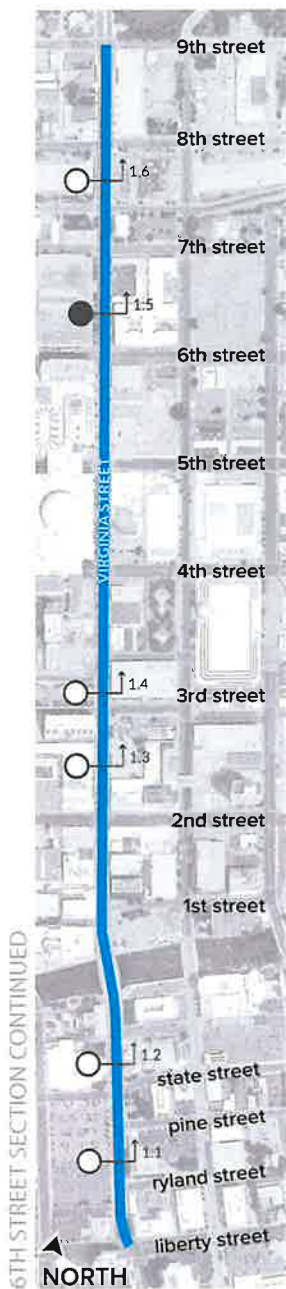


ALTERNATIVE CONFIGURATION: SINGLE SIDED PARKING

With adjustments to the roadway lanes widths, there is the potential to add on-street parking to the section of Virginia Street between 6th and 7th Street. The two alternatives on this page and the next highlight the potential configuration for parking on one-side with a center turn lane, and parking on both sides with the center turn lane removed.

It is important to note that the cost estimate reflects the floating bus stops rather than parking focused alternatives shown here.

virginia street: project concept

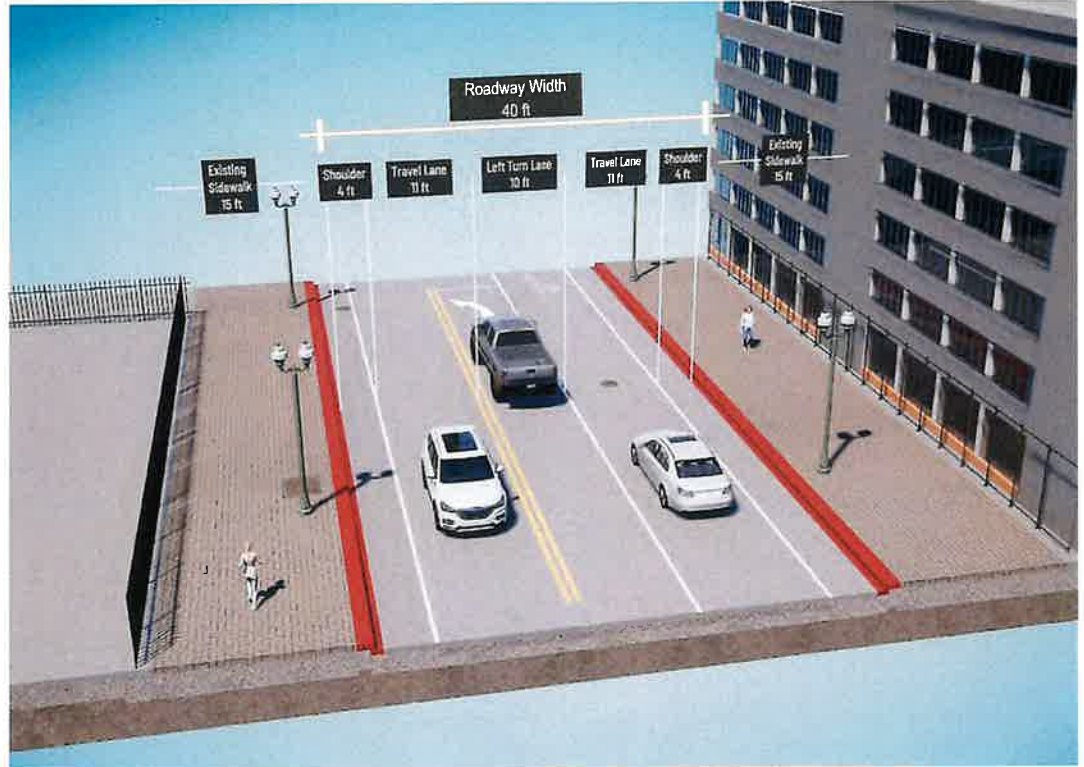
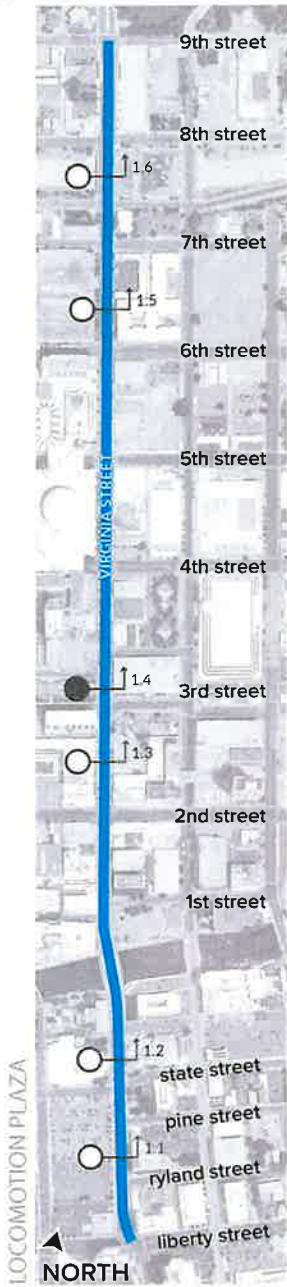


ALTERNATIVE CONFIGURATION: DOUBLE SIDED PARKING

With adjustments to the roadway lanes widths, there is the potential to add on-street parking to the section of Virginia Street between 6th and 7th Street. The two alternatives on this page and the previous highlight the potential configuration for parking on one-side with a center turn lane, and parking on both sides with the center turn lane removed.

It is important to note that the cost estimate reflects the floating bus stops rather than parking focused alternatives shown here.

virginia street: project concept

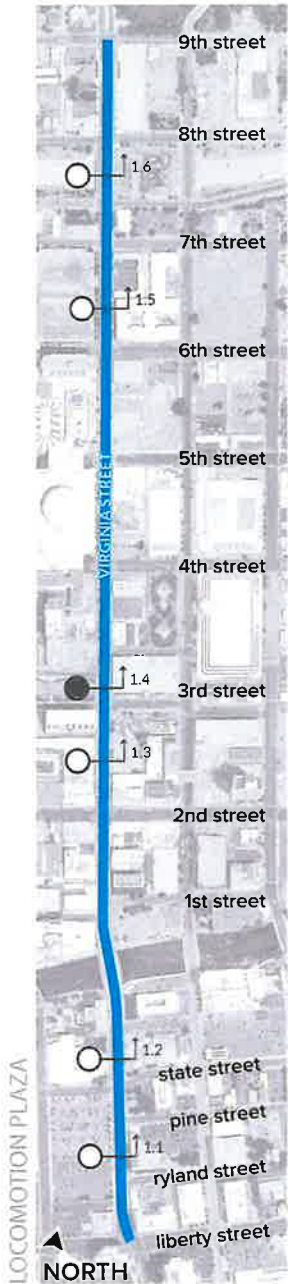


EXISTING CONDITION

The existing loading zones may be converted to short-term parking in order to increase the number of designated parking spaces along Virginia Street.

The existing curb and gutter provide some additional space which may be used by a bicycle, however, the concrete seam between the gutter pan and the roadway pavement can create a hazard for smaller tires such as road bikes, scooters, skateboards, or rollerblades.

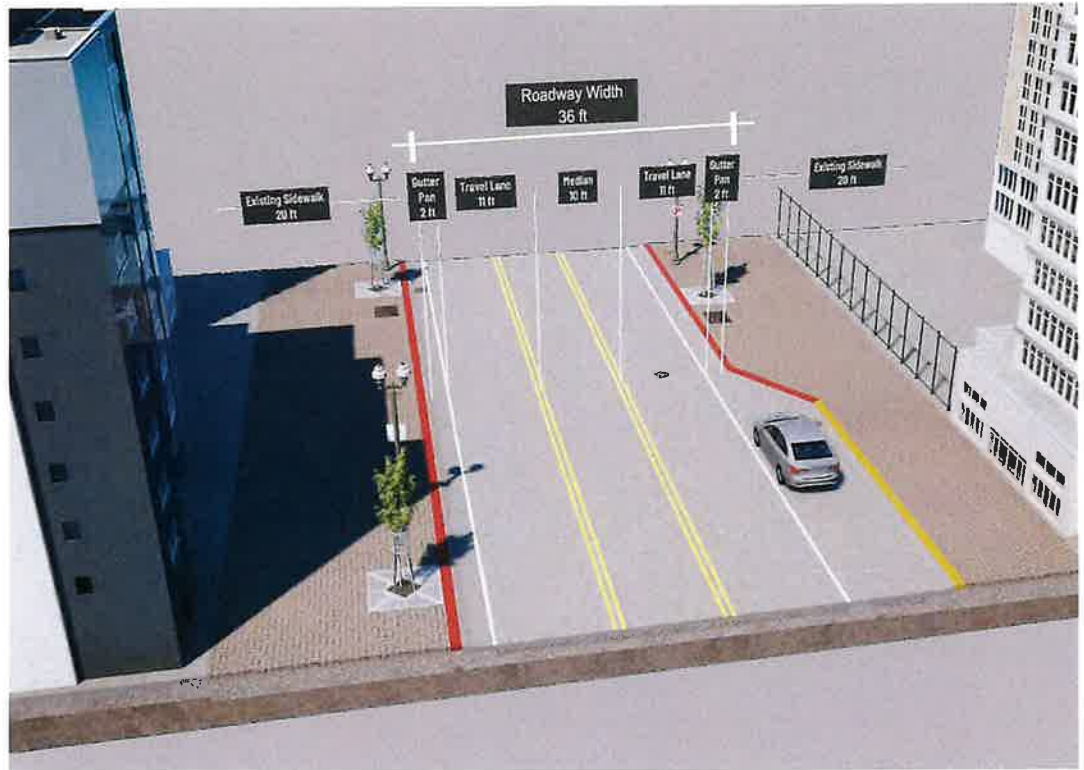
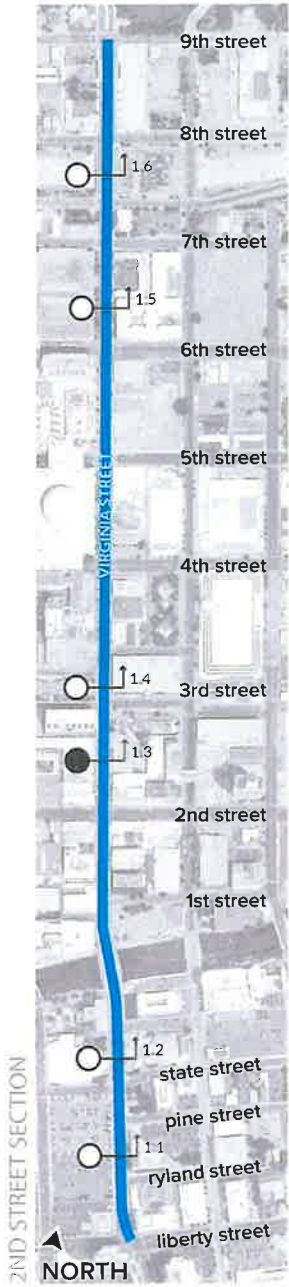
virginia street: project concept



PROPOSED CONDITION

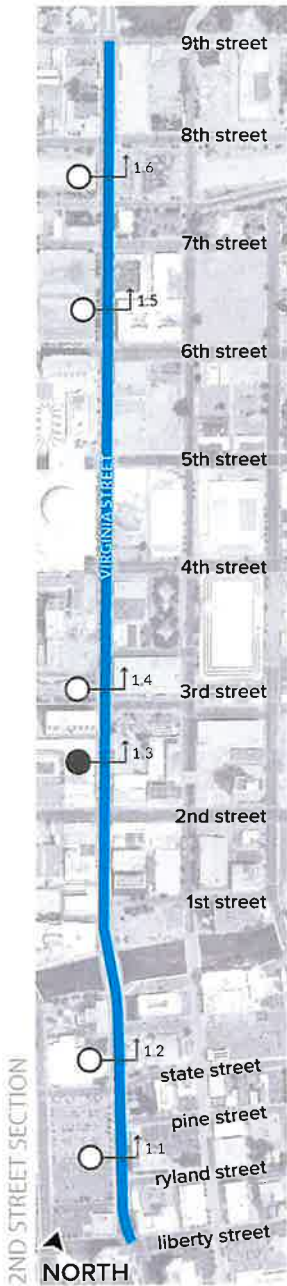
This project concept would add a pedestrian refuge island and a high visibility crosswalk which would create an enhanced connection to the planned 3rd / Plaza Street bike path as well as creating a location out of the roadway where tourists and others could take a photo under the Reno Arch. This concept would remove the existing northbound left turn lane at the 3rd Street intersection.

virginia street: project concept



EXISTING CONDITION

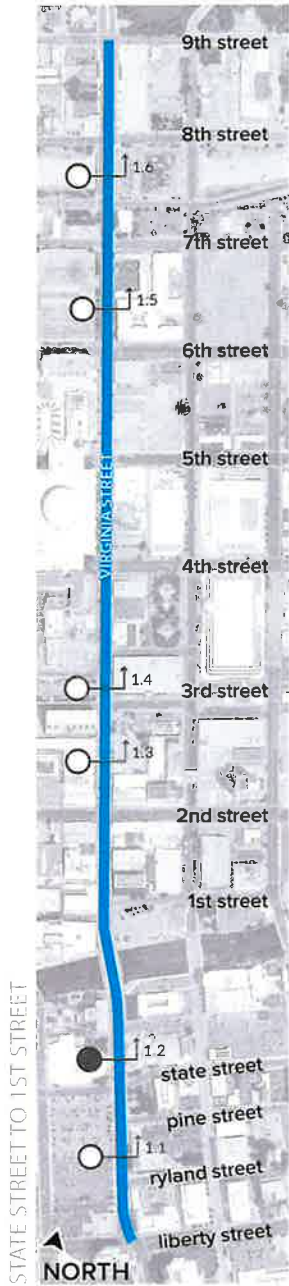
virginia street: project concept



PROPOSED CONDITION

The proposed condition will incorporate seating, vegetation, and bicycle parking options within an expanded furnishing zone as recommended in the Virginia Street Downtown Placemaking Study; costs for these improvements are not included in the project cost estimate identified in this document.

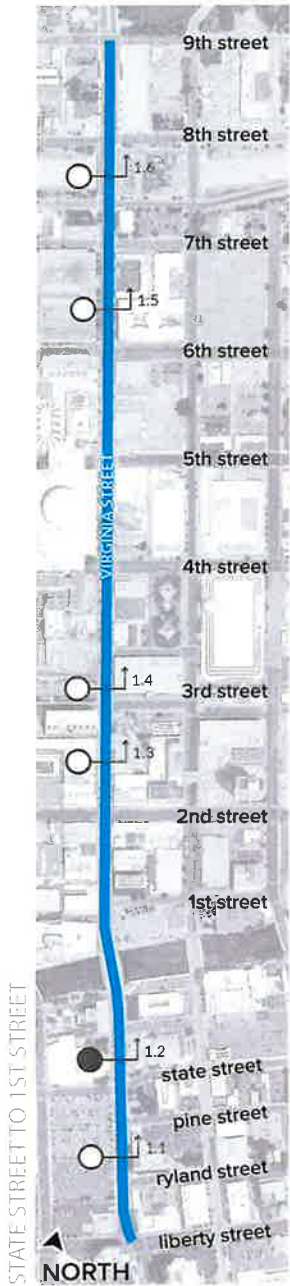
virginia street: project concept



EXISTING CONDITION

The curb to curb width from Pine Street to Mill Street is approximately 50 feet. Between Mill Street and 1st Street the roadway narrows to approximately 48'.

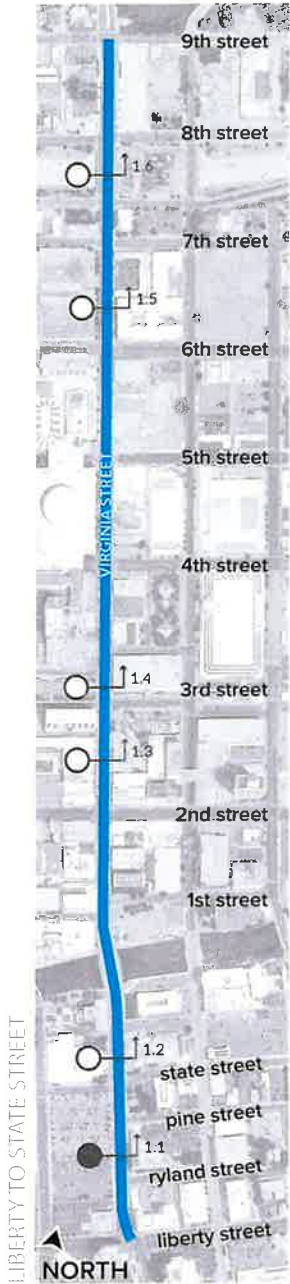
virginia street: project concept



PROPOSED CONDITION

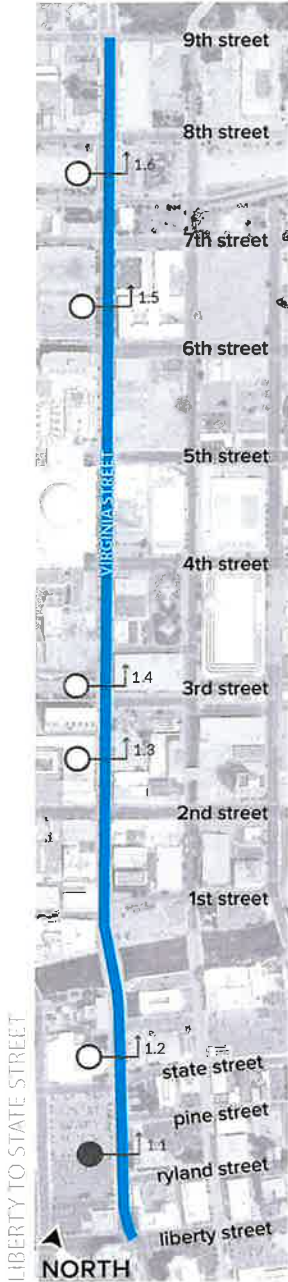
The proposed concept would continue over the bridge to 1st Street with a wider buffer in place of parking on the bridge deck.

virginia street: project concept



EXISTING CONDITION
 The width of the roadway (curb lip to curb lip) varies from 56-58 feet between Pine Street and Liberty Street.

virginia street: project concept



PROPOSED CONDITION

virginia street: public outreach summary

OPEN-ENDED COMMENTS BY THEME

Number of Comments: 117

Based on the public input, the major themes and key takeaways are as follows:

- Traffic Analysis, Intersection Safety, and Street Design
- Preferred Routes and Access to Destinations
- Connectivity and Wide Streets
- Safety and Importance of Bike Lanes

TRAFFIC ANALYSIS, INTERSECTION SAFETY, AND STREET DESIGN

Users voice concerns about the impact of proposed changes on traffic flow and potential disruptions caused by special events. Some argue that reducing lanes or closing Virginia Street would worsen congestion and suggest focusing on constant improvements to optimize traffic signal timing and beautify the corridor. Others voiced worries about the impact on traffic flow, particularly with reduced lanes and intersections near freeway on/off ramps.

PREFERRED ROUTES AND ACCESS TO DESTINATIONS

Feedback from users emphasizes the need to establish preferred routes that lead to popular destinations like the university area and under the arch. Improving accessibility to these places is seen as vital to making downtown more vibrant and attractive to both residents and visitors.

However, some concerns are raised about the northern section of the proposed route, which involves a steeper uphill climb compared to other alternatives like University Way or Evans, potentially making it less practical for certain users. In response to the proposed route, participants express interest in extending it, particularly on the south end. They suggest exploring connections to other micromobility routes, such as Ryland or Pine Street, to enhance overall connectivity within the city.

VIRGINIA STREET: CORRIDOR RATINGS

On a scale from 1- 10:	Virginia St
How useful would this route be for you?	5.9
Would this route enable you to bicycle or use micromodes more frequently?	5.9
Would you feel comfortable using this facility?	6.6
Would you feel comfortable using this facility with a child?	5.7
How supportive of this project concept are you?	6.6

CONNECTIVITY AND WIDE STREETS

The feedback suggests transforming Virginia Street into a bike boulevard and promenade with speed calming measures. Users propose using pavers and nooks to reduce through-traffic and create a pedestrian safety zone. The aim is to make the street more walkable, bikeable, and scooterable, with better connectivity between different areas. Some users suggest funneling car traffic through parallel streets like Sierra and Center.

SAFETY AND IMPORTANCE OF BIKE LANES

Safety is a crucial concern, and users stress the need for protected and separated bike lanes to avoid conflicts with pedestrians and vehicles. Some express dissatisfaction with flimsy plastic poles and prefer physical barriers or metal poles to enhance safety.

Several key insights have emerged from the discussions. The top priority is ensuring safety and accessibility for all road users. Participants emphasize the need for safety measures, such as protective barriers and raised curbs, to prevent potential vehicle-bicycle collisions and enhance overall safety for cyclists and pedestrians. Moreover, the proposed bike lanes and improvements have garnered significant enthusiasm and support from the community. Participants believe that the separated bike lanes, separated from both traffic and pedestrian areas, will not only promote safety but also encourage more people to take up cycling in the area. Some even suggest the addition of trees and plantings in the buffer areas to enhance the corridor's aesthetics and mitigate the Urban Heat Island effect.

VINE STREET

vine street: existing conditions

VINE STREET OVERVIEW

Extending from University Terrace south to Riverside Drive, Vine Street is a relatively low volume road with posted speed limit of 25 MPH. The north end is characterized by the Vine Street overpass, crossing Interstate 80. There are a series of one-way frontage roads along the bridge creating a complicated biking and walking scenario. From 5th Street to 2nd Street is a four lane roadway with parallel parking passing through commercial and industrial uses. In the area from 2nd Street to Riverside Drive, the road narrows to two lanes with parallel parking and mostly single family residential uses on either side.

TABLE 15: VINE STREET EXISTING CONDITIONS

CORRIDOR EXTENT	University Terrace to Riverside Drive
CORRIDOR LENGTH	.86 MILES
2018 NDOT TRAFFIC VOLUMES	2,200
2050 FORECASTED VOLUMES	2,500
SIGNALIZED INTERSECTIONS	4th Street
STOP CONTROLLED INTERSECTIONS	University Terrace (AWS) 5th Street (AWS) 3rd Street (MINOR STREET STOP) 2nd Street (TWS) 1st Street (TWS) Jones Street (MINOR STREET STOP) Riverside Drive (OWS)
PRIMARY TRUCK ROUTE	NO
EMERGENCY VEHICLE ROUTE	NO
TRANSIT ROUTE	NO

*AWS = All-Way Stop, TWS = Two-Way Stop, OWS = One-Way Stop

vine street: existing conditions

VINE STREET CRASH DATA

On Vine Street between University Terrace and Riverside Drive, 11 crashes resulted in nine injuries (only one two-injury crash) with zero fatalities between 2016 and 2020. Of the 11 crashes, four occurred at 4th Street, and two occurred at both Jones Street and 5th Street. Lighting data is available for all but one crash. Only two crashes occurred in dark conditions; one at University Terrace and one at 5th Street. Failure to yield right-of-way was the most cited vehicle factor (six crashes).

There was one pedestrian-involved crash and no bicycle-involved crashes. The pedestrian-involved crash occurred at the 4th Street intersection and resulted in one injury. While a vehicle factor was not officially listed with this crash, the data did note that the driver was turning right. This crash happened during the day under good lighting conditions.

Along this corridor, 4th Street was the location with the most crashes. Failure to yield the right of way and low lighting were the leading crash factors.

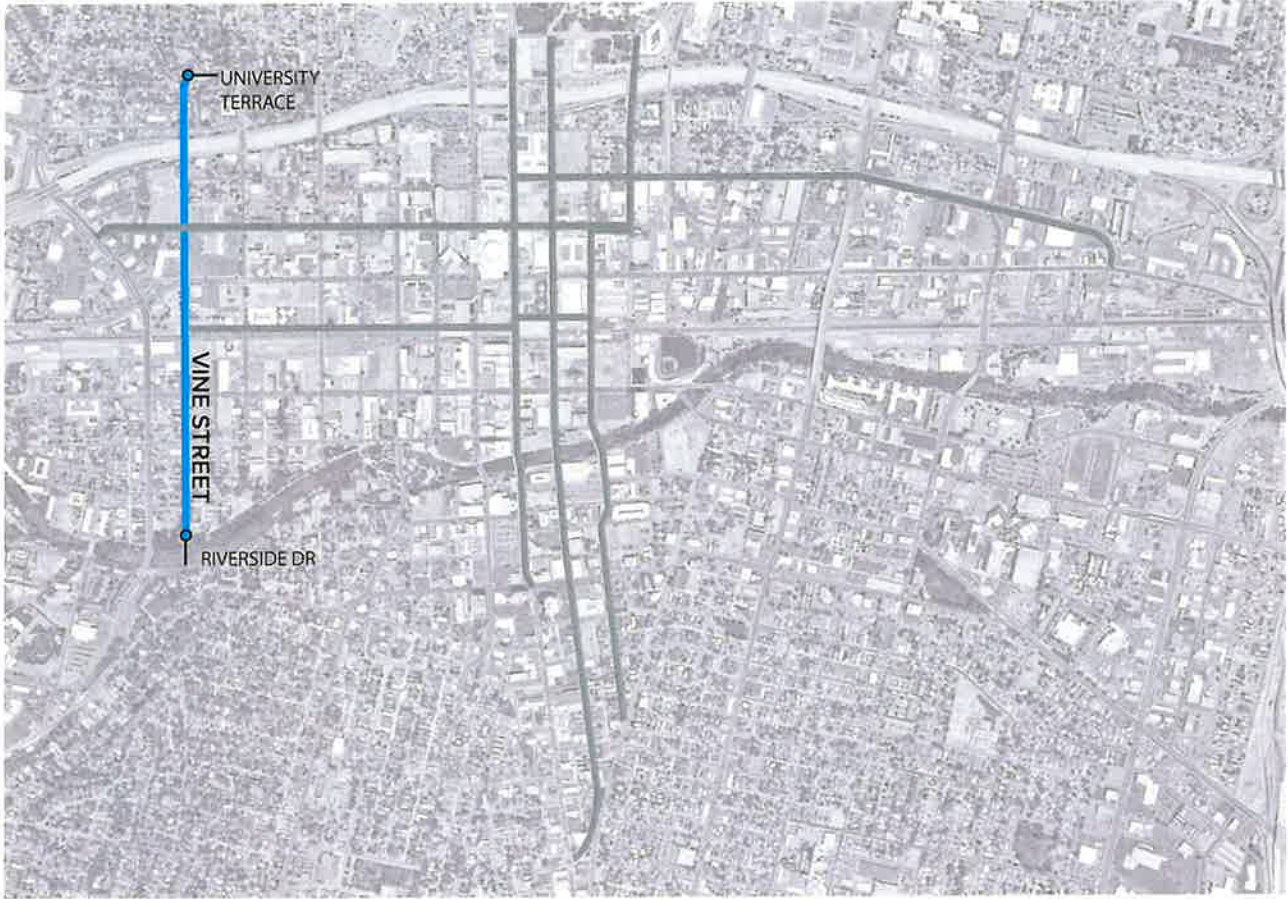
TABLE 16: VINE STREET CRASHES BY CROSS-STREET (2016-2020)

STREET	INJURY ACCIDENT	PROPERTY DAMAGE ONLY	TOTAL
JONES ST	2	0	2
W 4TH ST	3	1	4
ALL OTHER INTERSECTIONS	2	1	3
GRAND TOTAL	7	2	9



Safety at the Vine Street / 4th Street intersection may be improved by reducing pedestrian crossing distances, improving signal heads, and consider Leading Pedestrian Intervals

vine street: project concept



PROJECT DESCRIPTION

The Vine Street corridor connects the west side of downtown Reno with University Terrace which is a key connection to the University of Nevada, Reno. This project will enhance the intersection of Vine Street and University Terrace with a peanut roundabout which will reduce vehicle speeds and enhance intersection safety. This project will add bike lanes to the roadway from University Terrace to 5th Street where the bicycle facility will transition to the outside edge of the roadway and cross the service road access from adjacent businesses and residences. Between 5th Street and 2nd Street this design concept will maintain vehicle parking and provide a parking protected bicycle lane while reutilizing excess roadway capacity in order to provide a thru lane in each direction with a center-turn lane. The conceptual facility would transition from a parking protected bicycle lane to a neighborhood greenway south of 2nd Street including corner bulb-outs, an RRFB at 1st Street and 2nd Streets, enhanced lighting and a crosswalk at Riverside Drive, and speed cushions placed at the mid-block to maintain low-vehicle speeds. This segment of Vine Street is not listed as a Primary Emergency Vehicle Route (PEVR) which allows for the use of vertical deflection elements; further traffic calming effects may be achieved through use of modal filtering elements at 1st, 2nd, and 5th Streets.

VINE STREET

CORRIDOR SEGMENT	IMPROVEMENT CONCEPT
University Ter. to 5th St.	Bike Lanes
5th St. to 2nd St.	Parking Protected Bike Lanes
2nd St. to Riverside Dr.	Bike Boulevard (Speed Cushions and Curb Extensions)

INCLUDED CONCEPTUAL INTERSECTION ENHANCEMENTS

Intersection Lighting	2 RRFBs
Peanut Roundabout	4 Sets of Curb Extensions
2 Protected Intersections	Median Refuge Island
High Visibility Crosswalks	Speed Cushions

PLANNING LEVEL COST ESTIMATE

\$ 2,884,750

vine street: project concept

COUNTERMEASURES

SPEED MANAGEMENT	Speed Cushions
	*Bicycle lanes
	*Crosswalk visibility enhancements
PEDESTRIAN/ BICYCLIST	*Medians and pedestrian refuge islands
	*Rectangular Rapid Flashing Beacons (RRFB)
	*Road diets
	Curb extensions
	Bike Boxes
	*Backplates with retroreflective borders
	*Reduced left turn conflicts
INTERSECTIONS	Half protected intersection
	Peanut roundabout
CROSSCUTTING	*Lighting

* from list of Proven Safety Countermeasures per FHWA

BENEFITS

- Traffic calming along corridor
- Better integration with bike lanes at cross streets
- Greater visibility for pedestrians at intersections
- Added turn lane for safer and easier turning and smoother traffic flow

IMPACTS

VEHICLE CAPACITY

- Loss of travel lanes between 5th Street and 2nd Street (1 in each direction)

PARKING

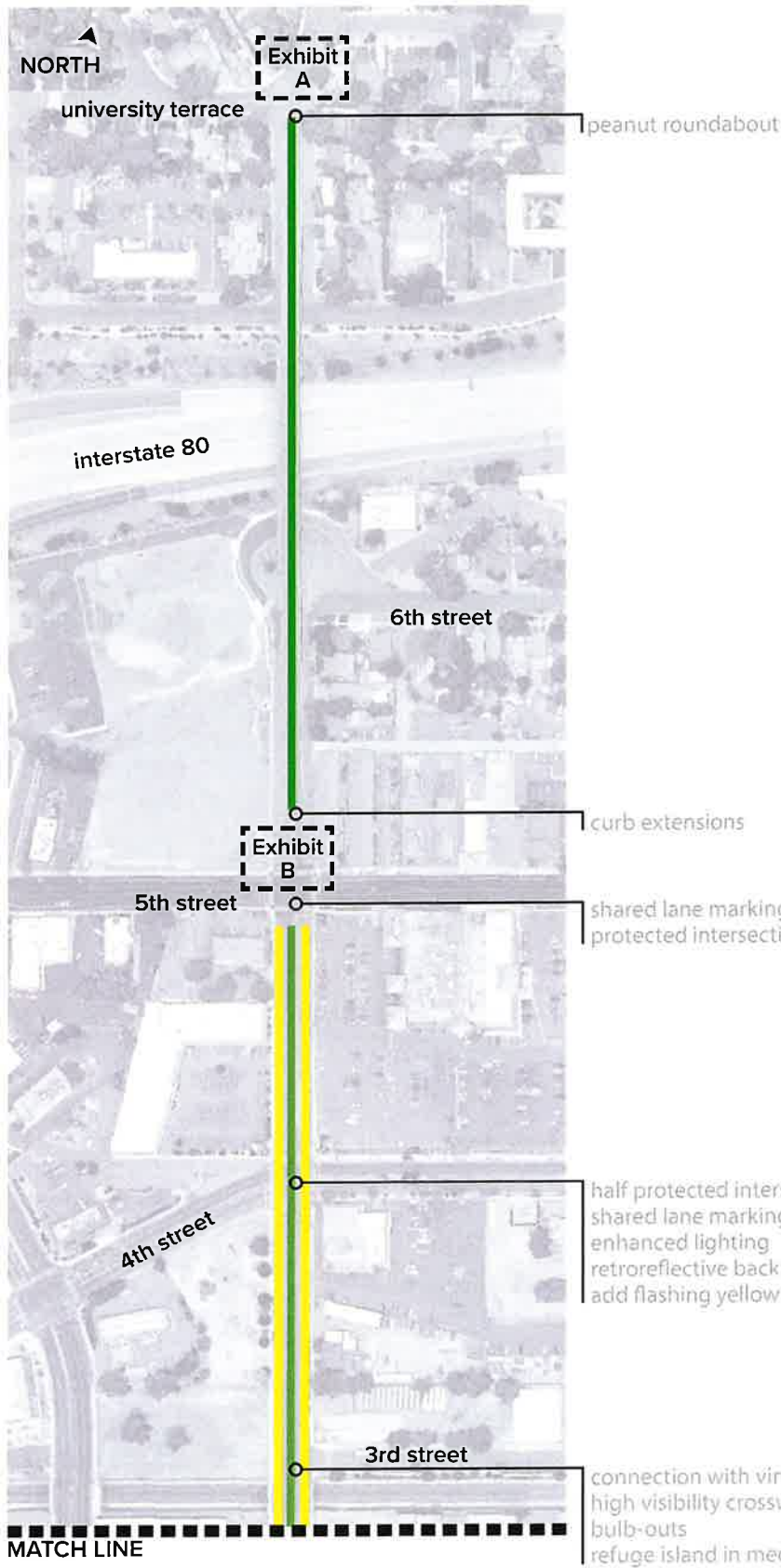
- Possible loss of stalls (**estimated 20 total**) near intersections where curb extensions would be located.

OTHER

- Slowing of traffic along Vine Street bridge
- 5th Street and University Terrace intersection modifications for traffic calming
- Shared lanes from 2nd Street to Riverside Drive

** parking stall impacts are based on planning level estimates and are subject to change during design

vine street: project concept



- removed travel lanes
- bike lanes
- parking protected bike lane



Exhibit A: Peanut Roundabout

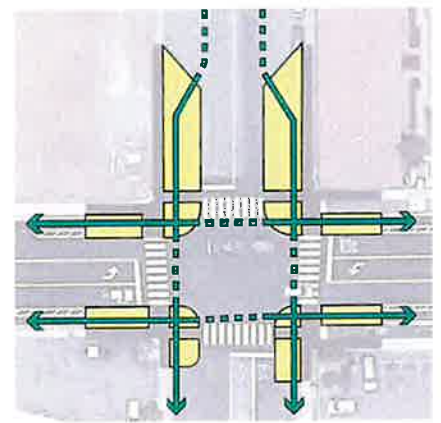
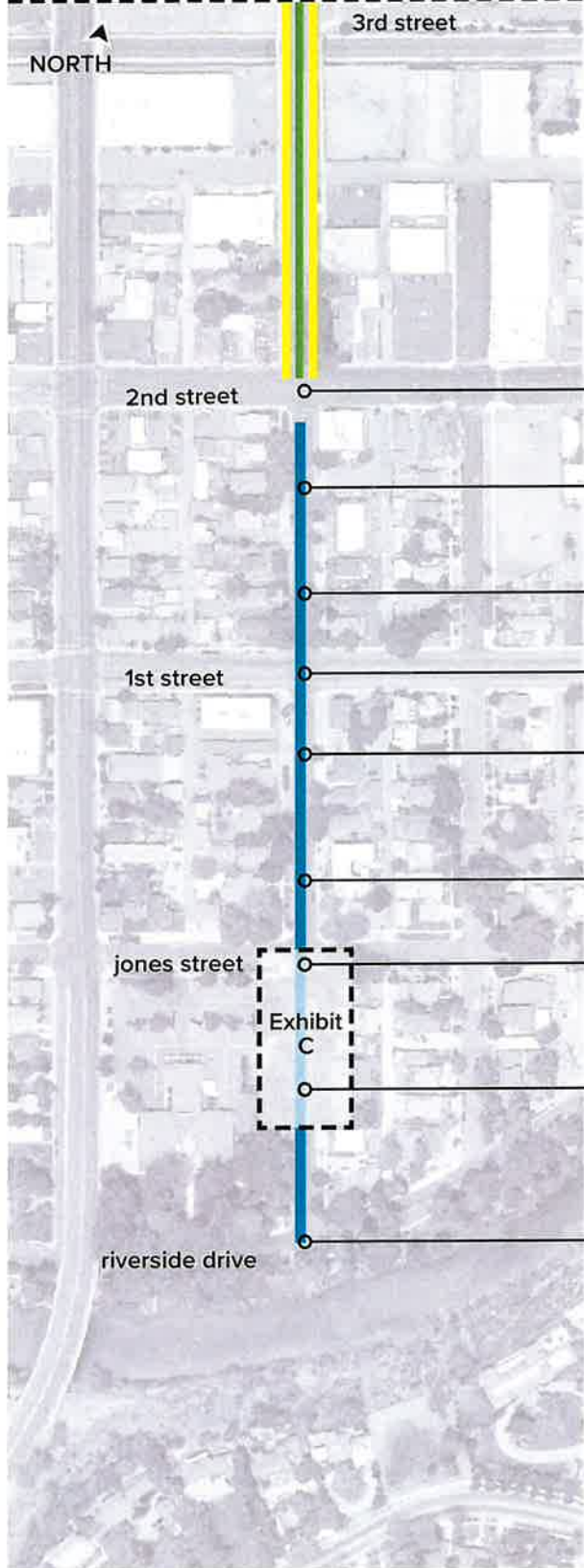


Exhibit B: 5th and Vine Intersection

vine street: project concept

MATCH LINE



- removed travel lanes
- bike lanes
- parking protected bike lane
- bike boulevard

- curb extensions
crosswalk
RRFB
- speed cushion
- speed cushion
- curb extensions
RRFB
- speed cushion
- speed cushion
- curb extensions
crosswalks
lighting
- speed cushion
- crosswalk
curb extensions

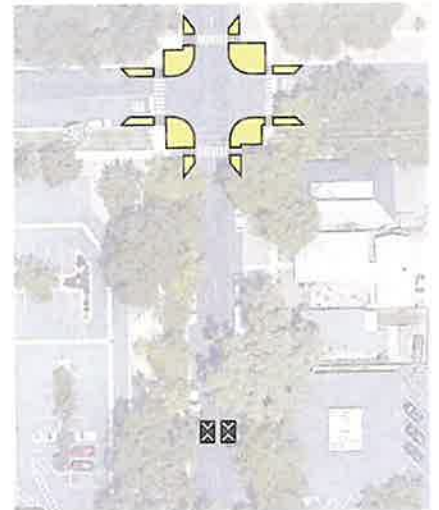


Exhibit C: Curb extensions and Speed Cushions

vine street: project concept



EXISTING CONDITION

vine street: project concept



PROPOSED CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only

vine street: project concept



EXISTING CONDITION

vine street: project concept



PROPOSED CONDITION

Note: Bike lanes are shown as green for diagrammatic purposes only

vine street: project concept



vine street: project concept



PROPOSED CONDITION

Note: Semi-permanent bollards and concrete are shown to highlight the range of potential material options for curb extensions. Concrete curbing was used for cost estimating purposes.

No changes to existing landscaping considered or included in this project concept

vine street: public outreach summary

OPEN-ENDED COMMENTS BY THEME

Number of Comments: 90

Based on the public input, the major themes and key takeaways are as follows:

- Preferred Routes and Access to Destinations
- Concerns about Bike Lane Implementation
- Safety and Importance of Bike Lanes
- Connectivity and Wide Streets

PREFERRED ROUTES AND ACCESS TO DESTINATIONS

Approximately 25% of respondents mentioned their preferred routes and destinations, emphasizing the importance of considering connectivity to significant locations like San Rafael Park, Rancho San Rafael, and other parks. Some respondents also expressed a preference for alternative routes such as Washington St, Ralston St, or University Terrace for their commute. Overall, the data indicates a preference for the bike corridor to be on Washington Street rather than Vine Street due to its better connectivity to destinations like Rancho San Rafael, 7th Street, and other parks. Additionally, some individuals voiced support for the project but recommended adding trees in section 2 (2nd St to 5th St) to improve the tree canopy along the corridor.

CONCERNS ABOUT BIKE LANE IMPLEMENTATION

Respondents express concerns about the proposed bike lane design on Vine Street and mention issues related to safety, lack of physical barriers, shared lanes with cars, and potential dangers for cyclists. Respondents emphasize the need for safer bike lanes and dedicated cycle tracks. Some respondents suggest the inclusion of physical barriers between bike lanes and motorized vehicles to ensure cyclist safety.

CONNECTIVITY AND WIDE STREETS

Comments highlight the importance of having wider streets and better connectivity between different neighborhoods and destinations. Users suggest

VINE STREET: CORRIDOR RATINGS

On a scale from 1 - 10:	Vine St
How useful would this route be for you?	6.0
Would this route enable you to bicycle or use micromodes more frequently?	6.1
Would you feel comfortable using this facility?	6.9
Would you feel comfortable using this facility with a child?	5.9
How supportive of this project concept are you?	6.6

improvements to various connecting streets to enhance overall connectivity.

OTHER KEY TAKEAWAYS

Respondents consistently advocate for better connections between neighborhoods and destinations through street improvements. Additionally, there is a strong emphasis on accessibility for pedestrians with disabilities, ensuring that bike lanes and pedestrian facilities are designed to accommodate all users without conflicts.

Another notable aspect of the feedback is the desire for increased tree cover and foliage along the proposed routes, reflecting a shared interest in enhancing the overall environment and aesthetics of the corridor. Respondents also stress the importance of traffic safety and intersection improvements to address concerns about cyclist and pedestrian safety. In conclusion, the feedback underscores the significance of safety, connectivity, and dedicated bike lanes over sharrows for the success of the micromobility corridor project on Vine Street.

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STAFF REPORT

Date: October 11, 2023

To: Mayor and City Council

Thru: Doug Thornley, City Manager

Subject: Staff Report (For Possible Action): Presentation, discussion, and possible acceptance of the Downtown Micromobility Network of Streets - Group 1 and request that the Regional Transportation Commission (RTC) include these streets in the Regional Transportation Improvement Plan (RTIP). [Wards 1, 3 & 5]

From: Kerrie Koski, Director of Public Works and City Engineer

Department: Public Works

Summary:

One of the Council's top Infrastructure priorities is Downtown safety, connectivity, and micromobility improvements. This includes improved walking, biking, and transit connectivity to make it safer and easier for the public to access more sustainable ways to visit downtown, the Truckee River, the University of Nevada, Reno, and surrounding local businesses while enhancing road safety for all users. In a little over a year, the Council prioritized a significant number of actions to support this goal. Below is a summary list of those items:

1. Approval of Virginia Street Placemaking Study.
2. Approval design contract for implementation of Virginia Street Placemaking - Phase 1.
3. Allocation of ARPA funding for Placemaking.
4. Acceptance of the Micromobility Pilot Study.
5. Acceptance of Interlocal Agreement with RTC for reimbursement for the purchase of Multi-Use Path Maintenance Equipment.
6. Acceptance of Move United Grant to Support Access to Reno's Adaptive Cycling Center.
7. Acceptance of Bird Scooter franchise agreement.
8. Approval of Interlocal agreements with the Regional Transportation Commission (RTC) for maintenance & rehabilitation projects which included micromobility.
9. Approval of City of Reno Capital Improvement program, which includes micromobility.
10. Acceptance of Grant from the Carson Truckee Water Conservancy District (CTWCD) for bank stabilization of the Truckee River under the Kuenzli Street bridge.

City & RTC staff have collaborated in numerous community engagement efforts during the Placemaking Study, Micromobility Pilot Study, and the Downtown Network Corridor Alternatives. A significant amount of community engagement has taken place, including in-person as well as online engagement through surveys (Table 1) to gather input on seven downtown corridors.

Table 1: Public Engagement Activities

Engagement Activity	Metric
Public feedback virtual/in-person events	5
Bicycle Community/Stakeholder meetings	4
Public Surveys – Placemaking, Pilot & MM Network	4 (4,500)
City of Reno Public Work-Property/Business owner meetings	26
Community Boards (NAB, RAAC, CMAQ) Presentations <i>Notifications to all NABs for public engagement meetings</i>	4
Workshops - League of American Bicyclists, Dutch Cycling Embassy, NACTO	3

Staff is seeking direction to approve the Downtown Micromobility Network of Streets - Group 1 (Exhibit 1), which requires additional funding in the Regional Transportation Plan. Group 1 includes four downtown corridors that have the greatest support when evaluating three fundamental areas: transportation engineering (safety and transportation network needs of all users), community, and property/business owners. If approved, this plan will require authorization from the RTC to include these streets into the RTIP. The RTC could use \$20 Million of Congestion Mitigation and Air Quality (CMAQ) funding that the RTC has available (Table 2). This recommendation supports the infrastructure and public safety priorities established by Council.

Exhibit 1



Table 2: Proposed Downtown Micromobility Network of Streets - Group 1

Corridor	Limits	Corridor Direction	Corridor Length	Estimated Project Cost	% Allocation
Virginia Street	9 th Street to Liberty Street	North/South	1.01	\$4.0M	20%
Lake St/Sinclair St/Evans Ave.	9 th Street to Holcomb Avenue	North/South	1.30	\$3.3M	16.5%
Vine Street	University Terrace to Riverside Drive	North/South	0.86	\$2.9M	14.5%
5th Street	Keystone Avenue to Evans Avenue	East/West	0.98	\$4.0M	20%
Contingency				\$3.2M	20%
Design/Construction Admin				\$2.6M	18%
Total			4.15	\$20,000,000	100%

Alignment with Strategic Plan:

Infrastructure, Climate Change, and Environmental Sustainability – promoting micromodes reduces traffic congestion, and improves air quality

Public Safety – increasing separation between transportation modes reduces conflicts and promotes safety for all roadway users

Previous Council Action:

July 26, 2023 - Council accepted Virginia Street Placemaking Implementation, which included Microbmobility on Virginia Street.

May 10, 2023 - Council approved Regional Transportation Commission (RTC FY 2024 Interlocal Agreement authorizing projects and requested staff bring an amendment that included additional streets in the downtown micro-mobility network.

April 26, 2023 - Council accepted the Micromobilty Pilot Study.

July 20, 2022 – Council approved the Interlocal Cooperative Agreement for Reimbursement with the Regional Transportation Commission (RTC) to construct the Micromobility Pilot Project on Fifth Street between Vine Street and Evans Avenue and Virginia Street between Fifth Street and Liberty Street, in an amount not to exceed \$400,000. There is no recent Council action relevant to this item.

Background:

Adding Micromobility infrastructure advances strategic local and regional goals identified in the;

- City of Reno Strategic Plan,
- City of Reno Downtown Action Plan,
- City of Reno Sustainability and Climate Action Plan,
- 2050 Regional Transportation Plan

The 2050 Regional Transportation Plan identifies vehicle trip reduction as a critical step to address roadway congestion and improve air quality in the region. Micromobility infrastructure installation also addresses three goals of the City of Reno Strategic Plan. The public safety goal identifies a key strategy of increasing attention and efforts on traffic and pedestrian safety. The economic and community development goal identifies several strategies that micromobility projects seek to address with features that implement a quality-built environment including supporting integration of the University community into the downtown area; identifying infrastructure needs to promote

infill development, focusing on opportunities within the McCarran loop; and implementing the Downtown Action Plan. Finally, the installation of this infrastructure addresses strategies in the infrastructure, climate change, and environmental sustainability goal including collaborating regionally with entities in support of Reno's transportation infrastructure.

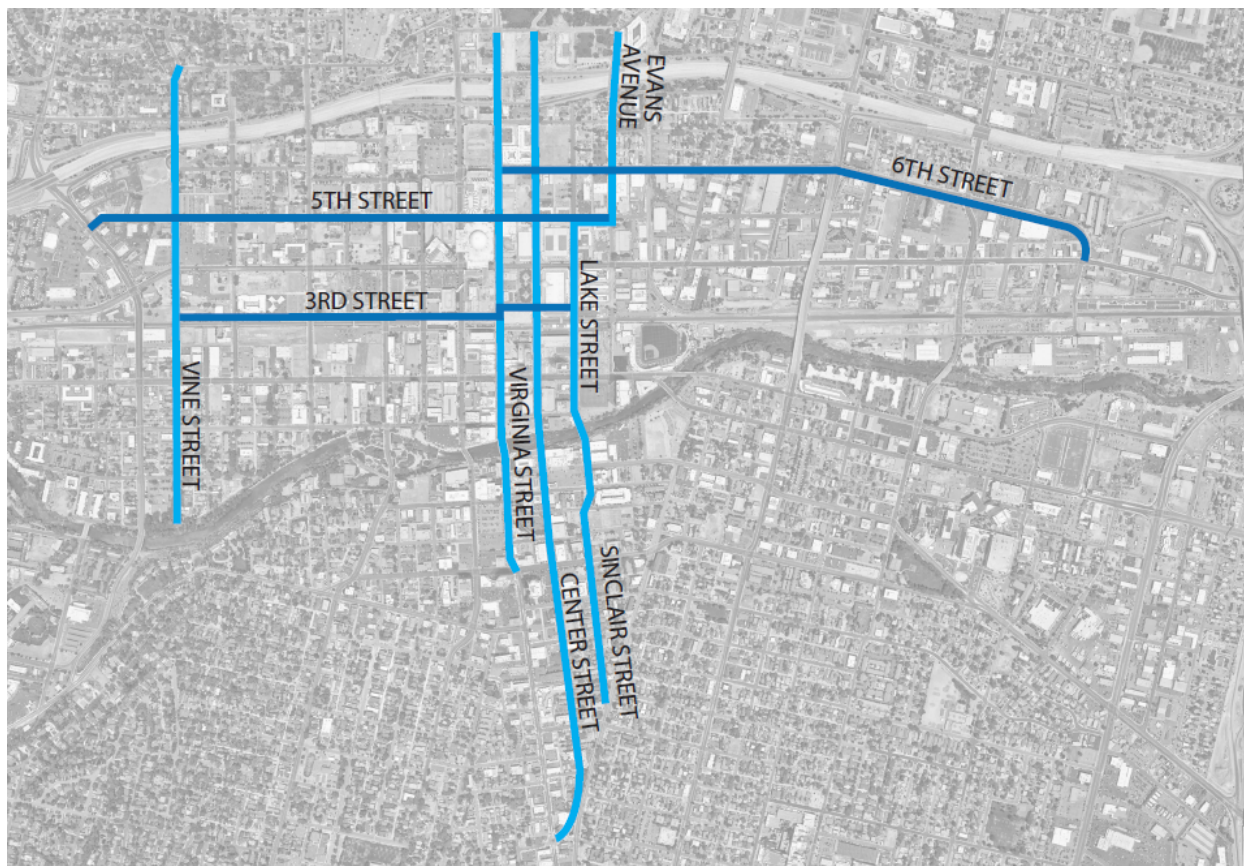
Micromobility refers to a range of small, lightweight vehicles such as bicycles or scooters, that typically operate at speeds less than 20 mph and are driven by the user. The City has limited space for micromobility within the urban core, and it is extremely expensive to acquire additional right of way. Facilitating a mode shift from single-occupant vehicles to micromodes can free up roadway space, which benefits all roadway users and the environment. Recent numbers from RTC show there are over a half million daily vehicle trips under five miles within the McCarran loop, which provides a significant opportunity to promote micromobility in our region. Micromodes have seen a significant increase in the last decade. In addition to being space-efficient, these modes offer a sustainable, healthy, and cost-efficient way to travel. The modes, especially in conjunction with shared services, can promote equity within our transportation network. They enhance transportation options and can increase access to public transportation.

National surveys indicate safety and comfort as the biggest obstacles to transitioning to a bicycle or scooter for daily transportation. These surveys have identified four major categories of cyclist based on their current level of interest in cycling including no way no how, interested but concerned, somewhat confident, and highly confident/strong and fearless. The largest portion of riders, 51 percent to 56 percent, fall into the "interested but concerned" category. To realize the greatest potential for mode shift, agencies need to target infrastructure for the stress tolerances of this large group. Stress imposed on a rider by the traffic environment can be mitigated by reducing the amount of interaction riders must have with vehicle traffic. One way of achieving this is by increasing the level of separation between different modes as adjacent traffic volumes and speeds increase (e.g., high vehicle volumes and speeds require greater separation from micromodes than low vehicle volumes and speeds). This provides a scalable approach for the implementation of micromode-specific infrastructure based on the context of the traffic environment.

Discussion:

Seven corridors in the Downtown area were evaluated through three fundamental areas that included; transportation engineering, community support, and business/property owner impacts with the goal of providing recommendations of corridors that *provide a low-stress micromode facility that is complementary to high-vehicle capacity on downtown roadways*. The seven corridors are shown in Exhibit 2 below.

Exhibit 2



In an effort to provide clear information to inform the recommendation of these corridors, City staff, and RTC staff worked closely with a consultant working under contract for the RTC. The consultant prepared visual conceptual cross-sections, evaluated project impacts, and developed updated cost estimates for the listed corridors for use in public outreach, project prioritization, funding allocation, and further grant applications.

It should be noted that the RTC has prioritized 6th Street (Virginia Street to 4th Street) in the RTIP and submitted this corridor for a Safe Streets For All (SSFA) Grant. This would provide another east/west corridor approximately 1.2 miles long and estimated costs at \$11 million. The 6th Street corridor is supported by transportation engineering, community and property/business but it is not included in the Group 1 recommendation because another funding plan is being pursued by the RTC.

Four downtown corridors have the greatest support when evaluating all three fundamental areas; ***transportation engineering (safety and network needs for all users), community input, and property/business owner impact.*** Virginia Street, Sinclair/Lake/Evans, Vine Street, 5th Street and 6th Street (Table 3).

Transportation Engineering factors included;

- Safety - vehicle speeds, vehicle volumes, width of the right-of-way, number of major driveway access conflicts, and visibility and expectations of vehicle operators, and conflicts with micromodes going with or against the direction of vehicle traffic.
- Network evaluation- maintaining a network with sufficient vehicle capacity through Downtown, especially with council priority of slowing speeds and adding micromobility on Virginia Street.
- Cost/benefit - When allocating a finite amount of resources to potential projects, what will yield the greatest community benefit? Adding micromobility facilities on lower stress streets can be done at a lower cost, resulting in a larger micromobility network. Adding micromobility facilities to high speed, high volume roads requires a much higher level of infrastructure to accomplish safely.

Community input included; public meetings, stakeholder meetings, and surveys. This input was requested to determine the community support for safe connected routes and which were most useful and encourage micromodes. The input showed that generally all routes were supported, some more than others.

Property/Business impacts included; onsite meetings with business owners/property owners to determine support for the removal of parking lanes, loading, and vehicle lanes. Generally, all businesses support expanding the micromobility downtown but not on Center Street/University Way and 3rd Street because of the loss of vehicle lanes, loading areas, and/or parking lanes. Many also expressed that Center Street/University Way has higher vehicle speeds and micromodes are difficult to see by vehicle drivers, as people who observe the traffic patterns on Center Street/University Way every day, they were concerns about safety especially at non-signalized intersections.

The 3rd Street corridor was the least supported by community input and is not supported by transportation engineers due to the limited amount of right-of-way and the large number of uncontrolled crossing of streets with high vehicle volumes. Additionally, some of the adjacent property owners are also not in support due to the loss of parking needed to accommodate the corridor.

The Center Street/University Way is not supported by transportation engineers because of vehicle speeds, vehicle volumes, reduction of travel lanes, number of major driveway access conflicts, lack of visibility and expectations of vehicle operators, and intersection conflicts with micromodes traveling against the direction of vehicle traffic. This corridor is also not supported by the many of the property/business owners spoken to because of the loss of vehicle lanes, loading areas, and/or parking lanes. The community did support this corridor for a connected route.

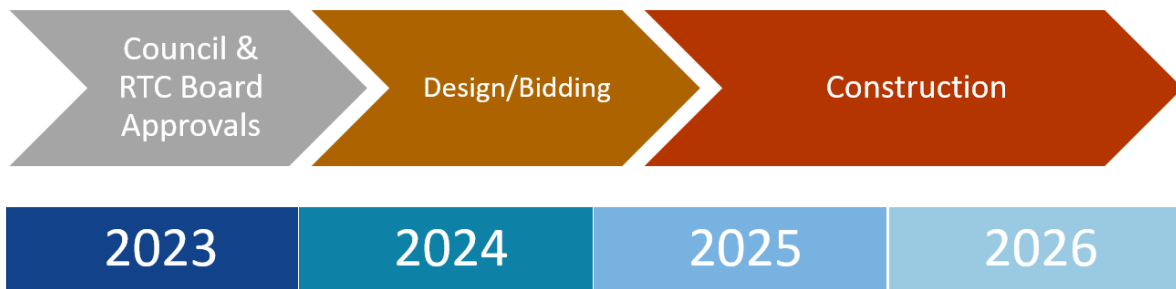
Table 3

Micro-Mobility Corridor	Limits	Length (Miles)	Estimate Project Cost	Engineering	Business	Community
Sinclair/Lake Street/ Evans Avenue	9th Street to Holcomb Ave.	1.3	\$3.3 M	✓	✓	✓
Virginia Street	9th Street to Liberty Street	1.01	\$4 M	Support Through Virginia Street Placemaking Council Acceptance of Implementation Plan		
University Way/Center Street	9th Street to Virginia Street	1.5	\$11.1 M	✗	✗	✓
Vine Street	University Terrace to Riverside Drive	0.86	\$2.9 M	✓	✓	✓
3 rd Street	Vine Street to Lake Street	0.76	\$4.4 M	✗	✗	✓
5 th Street	Keystone Avenue to Evans Avenue	0.98	\$4 M	✓	✓	✓
6 th Street	Virginia Street to 4th Street	1.17	\$11 M	Pending - Future Corridor Funded by Safe Streets For All Grant - More Business Outreach Needed		

If this item is approved, the next step for implementation for the Downtown Corridors – Group 1 is shown in Exhibit 3 below.

Exhibit 3

Micromobility Network Downtown Corridors – Group 1 Implementation Plan



Financial Implications:

There are no financial implications with acceptance of the Downtown Micromobility Network of Streets - Group 1. As future projects are developed in detail, additional maintenance needs will be identified.

Legal Implications:

None.

Recommendation:

Staff recommends the Council accept the Downtown Micromobility Network of Streets - Group 1, and request the RTC include these streets in the Regional Transportation Improvement Plan (RTIP).

Proposed Motion:

Move to approve the Downtown Micromobility Network of Streets - Group 1 and request that the Regional Transportation Commission (RTC) include these streets in the Regional Transportation Improvement Plan (RTIP).



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 6.1.

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Executive Director Report

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 6.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report Discussion

RECOMMENDED ACTION

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/20/2023

Agenda Item: 6.3.

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

SUBJECT: NDOT Report

RECOMMENDED ACTION

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason or designated NDOT Deputy Director - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.
