

Location:



WASHOE COUNTY COMMISSION CHAMBERS

1001 E. 9TH Street, Bldg. A, Reno

Date/Time: 9:00 AM, Friday, October 21, 2022

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

- I. The Washoe County Commission Chamber is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Denise Thompson at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube, and on the Washoe Channel at: www.washoecounty.us/mgrsoff/Communications/wctv-live.php
- III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) submitting comments via online Public Comment Form (www.rtcwashoe.com/about/contact/contact-form/); (2) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- V. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings/. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
 - 1.3.1. Proclamation - Recognizing Neoma Jardon for her efforts as former RTC Chair
 - 1.3.2. Congratulations to Keolis Employee of the Month - Mrs. Cheryl Player
 - 1.3.3. Congratulations to MTM Employee of the Month - Mr. Tommie Paris

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 08/19/22 Draft Meeting Minutes (For Possible Action)

4.1.2. Approve 09/16/22 Draft Meeting Minutes (For Possible Action)

4.1.3. Approve 10/13/22 Draft Special Meeting Minutes (For Possible Action)

4.2. Reports

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

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

4.3. Planning Department

4.3.1. 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 \$100,000 (For Possible Action)

4.4. Engineering Department

4.4.1. Approve a contract with Kimley-Horn and Associates, Inc., to provide design services and optional engineering during construction for the Sparks Intelligent Corridor (IC) project on Sparks Boulevard and Vista Boulevard in an amount not to exceed \$780,625 (For Possible Action)

4.4.2. Approve a contract with Nichols Consulting Engineers, CHTD., to provide design services and optional engineering during construction for the North Virginia Street University Rehab Project, in an amount not to exceed \$478,819.50 (For Possible Action)

4.4.3. Approve a contract with Eastern Sierra Engineering to provide design services and optional engineering during construction for the Stanford Way Rehabilitation Project from Greg Street to Glendale Avenue in an amount not to exceed \$451,635 (For Possible Action)

4.4.4. Approve the proposed sale of a remnant parcel acquired in connection with the Moana Lane Widening Project (APN# 020-051-02) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1)(b) (For Possible Action)

4.5. Executive, Administrative and Finance Department

4.5.1. Approve revenue contract with State of Nevada allowing the Department of Public Health - Temporary Assistance for Needy Families (TANF) to purchase bus passes from RTC (For Possible Action)

- 4.5.2. Approve a contract with Kaempfer Crowell, LTD, for Nevada government affairs services in an amount not-to-exceed \$65,000 per year for two years (*For Possible Action*)

5. Discussion Items and Presentations

- 5.1. Acknowledge receipt of a report on the update to the Vision Zero Truckee Meadows Action Plan and RTC Transportation Safety Program (*For Possible Action*)
- 5.2. Update, discussion, and potential direction to staff regarding legislative issues being reviewed by the Nevada Sustainable Transportation Funding Study for the 82nd Session of the Nevada Legislature (*Informational Only*)
- 5.3. Acknowledge receipt of a report on the status of the McCarran Boulevard Corridor Study (*For Possible Action*)

6. Reports (*Informational Only*)

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

7. Commissioner Announcements and Updates

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

8. Public Comment

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

9. Adjournment

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

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

August 19, 2022

PRESENT:

**Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Hillary Shieve, Mayor of Reno (arrived at 9:12)
Bob Lucey, Washoe County Commissioner (via telephone)
Bonnie Weber, Reno City Council Member, (Alternate)**

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

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

A request was made by RTC General Counsel to move Item 2 to come before Item 1.4 on the agenda as Item 1.4 was written as an action item.

Item 1.3 Special Recognitions:

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

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.

Mr. Carlos Elizondo, local resident, addressed the Board to suggest that Route 9 go by the hospital. He also suggested that new drivers sign a contract requiring them to stay with RTC for one year following training. Lastly, he expressed complaints about the cleanliness of 4th Street Station.

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

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

A motion was made by Mayor Schieve to appoint the current Vice Chair, Ed Lawson, to fulfill Commissioner Jardon's position of Chair through December 31, 2022. The motion was seconded by Commissioner Hartung.

A motion was made by Mayor Schieve to appoint Commissioner Hartung to the position of Vice Chair until December 31, 2022. The motion was seconded by Commissioner Weber.

Vice Chair Hartung asked if another election will be required at the end of the year.

RTC General Counsel confirmed that another election will be required, he believes in December.

Item 3 APPROVAL OF AGENDA

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

Items 4.1 thru 4.12 CONSENT ITEMS

Minutes

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

Reports

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

Planning Department

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

Engineering Department

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

- 4.9 Approve a contract with Wood Rodgers, Inc., to provide design services and optional engineering during construction for the South Meadows Traffic Enhancements Project in an amount not-to-exceed \$512,740 (*For Possible Action*)**
- 4.10 Authorize a request for proposals for the right-of-way services related to the Mill Street Widening Project (*For Possible Action*)**

Public Transportation/Operations Department

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

Executive, Administrative and Finance Departments

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

On motion of Mayor Schieve, seconded by Commissioner Lucey, which motion carried unanimously, Chair Lawson ordered that Consent Items 4.1 through 4.12 be approved.

Item 5.1 thru 5.3 DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Acknowledge receipt of an update regarding the Mill Street Widening Project (*For Possible Action*)**

Chair Lawson opened the meeting to public input and called on anyone wishing to speak on Item 5.1.

Mr. Zachary Allen, representing Robert Allen Pools & Spas, addressed the Board to mention that his three parcels are included in the potential eminent domain for the Mill Street Project. He is not opposed to the project, but was hoping to continue operating his business in this location if at all possible.

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

Mr. Dale Keller, RTC Director of Engineering, gave a presentation on the current status of the project. The main goals of this project are safety and the elimination of congestion. There have been numerous different types of vehicle crashes with other vehicles, bicyclists and pedestrians all along the corridor. He then detailed some of the planned changes, including bicycle lanes along the corridor.

Property owners involved in the property acquisitions will be treated in a fair and equitable manner and be provided with relocation assistance. RTC will follow the Uniform Act, which is the federal policy under which RTC is governed. Formal notifications will be provided in fall of 2022 or early

2023. Construction is planned for summer of 2024. Upon conclusion, Mr. Keller offered to answer any questions.

Vice Chair Hartung asked Mr. Keller to show on the map where Mr. Allen's property is located.

Mr. Keller showed the location on the map and explained that a signalized intersection is planned for that location.

Vice Chair Hartung wants to make sure property owners are made whole.

Mr. Keller then explained the Uniform Act and what is involved to make property owners as whole as possible. A property acquisition specialist will be hired for this project.

E.D. Thomas added that the last thing the RTC wants is to force the acquisition of any property, so RTC will continue to have discussions and be sensitive to property owners needs, along with the project needs.

Commissioner Weber is concerned about how many conversations have already taken place, or not.

Mr. Keller responded that conversations have already begun.

Mayor Schieve asked what the timeline is and Mr. Keller reviewed each step, stating again that construction is planned for summer of 2024.

Mayor Schieve asked when conversations began with property owners.

Mr. Keller responded that conversations began in July.

On motion of Mayor Schieve, seconded by Vice Chair Hartung, which motion carried unanimously, Chair Lawson ordered that receipt of the report be acknowledged.

5.2 Approve Amendment #10 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for normal service in the first two option years to \$67.53 in FY24 and \$69.33 in FY25, increase the Fixed Monthly Payment in the first two option years to \$78,746 in FY24 and \$80,982 in FY25, and reduce the contractual insurance requirements to meet industry standards; authorize the Executive Director to exercise RTC's option for the first two option years (*For Possible Action*)

Mr. Christian Shonlau, RTC Director of Finance and CFO, addressed the Board to highlight some factors impacting costs of contracts for the RTC. Inflation is at a 40-year high and there are continued supply chain shortages, labor shortages, etc., which heavily impacts the bids received.

Mr. Mark Maloney, RTC Director of Public Transportation and Operations, then addressed the Board to discuss the history and purpose of the extension being proposed. He explained how MTM worked with the RTC to keep as many drivers employed with reduced trips caused by COVID restrictions and also worked with RTC to backfill operational shortages once COVID restrictions began to lift. RTC contracted with Uber, Lyft and taxi services to support the backfill needs.

In closing, Mr. Schonlau addressed the Board to remind them that public transportation is funded by local sales tax, which is not always stable, so RTC must always keep that in mind.

On motion of Vice Chair Hartung, seconded by Commissioner Lucey, which motion carried unanimously, Chair Lawson ordered that Amendment #10 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, be approved.

5.3 Approve Amendment #3 to the contract for operation and maintenance of fixed-route transit services with Keolis Transit Services, LLC, to increase the Revenue Vehicle Hour Rate for normal service and special/extra service in Base Year 4 to \$81.13 in FY23, and in the first three option years to \$85.19 in FY24, \$88.43 in FY25, and \$89.81 in FY26; authorize the Executive Director to exercise RTC's option for the first three option years (For Possible Action)

Mr. Christian Shonlau, RTC Director of Finance and CFO, addressed the Board to state that his previous comments under Item 5.2 also pertain to Item 5.3 and the related contract being discussed.

Mr. Mark Maloney, RTC Director of Public Transportation and Operations, then addressed the Board and stated that the Keolis Transit Services, LLC, has a 10-year contract with a 4-year base and two 3-year extensions. Staff is requesting that the first option to extend be approved along with the related wage adjustments for service hour rates. He then gave a history of their performance and the great improvements that have been made after COVID restrictions eased and discussions that took place with RTC. Upon conclusion, Mr. Maloney offered for he and Mr. Schonlau to answer any questions.

E.D. Thomas added that he doesn't think anyone has been satisfied with the previous relationships between RTC, the Teamsters Union and Keolis. He thanked the Gary Watson, Chris Fuqua from the Teamsters Union, and Mike Ake from Keolis for their willingness to work on a contract resolution.

He also mentioned that the union had been asked to draft a list of items being requested, which they did. It was in a letter format, which was given to the clerk, and then asked the Board that the letter be considered as part of the contract going forward.

Vice Chair Hartung asked if Keolis has the same management team or a new one.

Mr. Maloney stated that it has all new management who want to change things and make improvements for everyone involved.

Vice Chair Hartung then asked about the grievances and how many occurred prior to the last eight months.

Mr. Maloney said there were 50 plus and in the last eight months there have been five.

Mayor Schieve asked what benchmarks will be put into place and what was the difference between the negotiations with MTM and negotiations with Keolis when the same Teamsters Union representatives were involved. She would like it to be clear for the public.

Mr. Maloney reminded the Board that RTC was not involved in the negotiations, but what was different is that the Board voted to give MTM a one-year package to help them with overruns and to allow time to sit down and do the negotiations.

Mayor Schieve asked to hear from Keolis to get their perspective on what has and will continue to change.

Mr. Mike Ake, Keolis Sr. Vice President, said that the entire leadership team was changed and they brought in Phil Humphries who is very experienced and knows how to work with the employees. The first GM just wasn't a good fit which happens occasionally.

Vice Chair Hartung asked Legal Counsel Adam Spear what options are available to vote on today.

Mr. Spear responded that there are termination options available in the agreement.

Commissioner Lucey said that at the time this contract was negotiated, Mayor Ron Smith was the RTC Chair and he was the Vice Chair. An RFP was done to bring in different multiple offers but there were very few received. Keolis came out on top in categories reviewed, but he does agree that the initial management team was not a good fit.

Commissioner Lucey continued, saying that he was disappointed during the Union/Keolis negotiations because instead of talking things over and making concessions, they immediately went to lawyers and it left RTC in the middle and unable to do anything. He would like to see more accountability and RTC should have some way to interject. E.D. Thomas and the Board were treated horribly by the public when there was nothing legally that they all could do. Additionally, he would like to know why the wages are jumping so high.

Mr. Maloney said that actual costs were reviewed for supplies, parts and the new CBA, to come to a break-even cost.

Commissioner Lucey then asked for a line-by-line breakout of those costs going forward.

E.D. Thomas said that staff would be glad to go over each item individually, but the Board also needs to have some faith and trust in the RTC to know what they are doing.

Mr. Maloney added that approximately 70% of the cost is for labor and benefits for the drivers.

Vice Chair Hartung asked what happens if prices continue to go up.

Mr. Maloney said there are triggers in the contract that will address that.

Mayor Schieve asked what the ultimate decider is in choosing a contractor because all she ever hears low bid.

Mr. Maloney said out of the measurement of 100%, only 5% was related to cost.

Chair Lawson then opened the item to public comment and called Mr. Ryan McKinney to the podium.

Mr. McKinney suggested that the vote be tabled for 30 days because it seems “hinky” that E.D. Thomas is not discussing the letter from the union.

There being no one else wishing to speak, Chair Lawson closed public comment for this item.

Commissioner Weber asked for confirmation that she is able to vote on this item.

Legal Counsel Adam Spear confirmed that as the assigned alternate by the Reno City Council, she could vote.

On motion of Vice Chair Hartung, seconded by Commissioner Lucey, which motion carried 4-1 with Mayor Schieve opposed, Chair Lawson ordered that Amendment #3 to the contract for operation and maintenance of fixed-route transit services with Keolis Transit Services, LLC, be approved.

Chair Lawson then called Mr. Ky Plaskon to the dais for public comment on item 6.1.

Mr. Plaskon, representing the Truckee Meadows Bicycle Alliance, suggested that a micro-modal specific budget be outlined in the Director’s report for transparency purposes. He also stated that 25% of the residents in Washoe County do not have a driver’s license and then mentioned several upcoming events related to bicycling and commuting. Mr. Plaskon would also like to have a discussion about how bicycle lanes end because it is very dangerous for them to simply end at busy intersections.

There being no one else wishing to speak, Chair Lawson closed public comment for this item.

Items 6.1 thru 6.3 REPORTS

6.1 RTC Executive Director Report

1. Congratulations to three of our employees for their milestone service anniversaries:
 - Scott Miklos will celebrate his five-year RTC anniversary September 5th.
 - Angela Reich will celebrate 15 years at the RTC September 10th.
 - And Lauren Ball is celebrating her fifth anniversary September 11th.

2. He also congratulated five employees on their recent promotions.
 - Dale Keller to Director of Engineering.
 - Jeff Wilbrecht to Engineering Manager
 - Denise Thompson to Procurement and Contracts Analyst. She will continue to coordinate board meetings until the meetings are moved to Terminal Way.
 - Susi Trinidad is now RTC's ADA Paratransit Administrator.
 - And Nicole Coots moves to Senior Graphics Designer.
3. E.D. Thomas then welcomed RTC's three newest employees.
 - Paul Nelson started July 25th as RTC's Government Affairs Officer.
 - Amanda Callegari and Kim Diegle, both started as an Engineer II on August 15th.
4. Crews are wrapping up several projects this month. One of the largest was on Lemmon Drive. We held a ribbon-cutting ceremony for this important milestone less than three weeks ago.

Congressman Mark Amodei, Reno Mayor Hillary Schieve and Councilmembers Bonnie Weber, Devon Reese and others spoke at the event. He thanked everyone who played a role in making this project possible.

5. Sierra Nevada Construction just finished repaving Terminal Way from Plumb Lane to Mill Street. This was part of the \$6.5 million-dollar Preventive Maintenance Project. Its purpose is to keep good roads in good shape. The program will allow RTC to repave more than 150 lane-miles of regional roads in the Truckee Meadows.
6. Construction on Kings Row, California Avenue/Mayberry Drive and Mill Street are also set to wrap up this month.
7. Last week, RTC held a public meeting for the Arlington Avenue Bridges Project. A lot of positive input was received from the community. The survey is still open for people to give their ideas. Another way to participate is to head to Arlingtonbridges.com and click on the "Build-A-Bridge Tool." This allows people to see the different design options available.
8. The Best in the West Nugget Rib Cook-off starts later this month. RTC Washoe is partnering with the Nugget Casino Resort to provide free transportation on our RAPID Lincoln Line and Route 11 transit services from Wednesday, August 31st through Monday, September 5th -- all day. RTC is looking forward to another great special event and encourages people to take transit.
9. At the RTC, safety is our top priority. That's why we are using transit to spread Vision Zero safety messaging. This month, in partnership with Vision Zero, the RTC installed safety messaging on 21 RTC buses. The messages remind drivers to slow down and yield to pedestrians. They're also a continuation of the RTC's #LockedEyesSaveLives pedestrian safety campaign.

In addition to the exterior bus advertising, the RTC also has #LockedEyesSaveLives messaging inside of the buses.

The advertising printing costs were paid by a mini-grant awarded by NDOT's Bicycle and Pedestrian Advisory Board. The RTC donated the advertising space on the buses.

Between January 1 and June 30, 2022, Washoe County has had three pedestrian fatalities. That's down 25% from the same time period in 2021. While Vision Zero's goal remains to have zero pedestrian fatalities by 2030, the committee is encouraged by the downward trend.

6.2 RTC Federal Report

E.D. Thomas mentioned that a written report was included in the agenda packet for this meeting and added that RTC had put in a RAISE grant for the Lemmon Valley Phase 2 project and did not receive it. Additionally, RTC had a request in for bus and bus facility funding that was not granted. However, Northern Nevada's federal representatives put in money from the Congressionally Directed Funds, so RTC can move forward with the project.

6.3 NDOT Director Report

Director Kristina Swallow gave her monthly presentation on the following topics: Traffic safety and substance involved fatalities, the SBX project and related tour that was held, updates on road projects in Incline Village and Pyramid Highway, an discussed a NDOT resilience program, the NDOT work program and STIP, transportation funding, and Justice40 requirements.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Lucey said he was disappointed to hear that the RAISE grant was not received after RTC Washoe has shown repeatedly that federal funds are put to good use. He wants to make sure that RTC is focusing on federal relationships and utilizing our lobbyists.

He wants alternative routes to be found going to the industrial centers and further east in order to provide some relief on I-80. He then expressed how wonderful it has been to work with Director Swallow and for all she's done for Northern Nevada.

Vice Chair Hartung asked if RTC is going to have any type of recognition done for Neoma Jardon given all the accomplishments she had while sitting on this Board.

E.D. Thomas responded that a recognition of some sort will be done in the next couple of months.

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.

Mr. Carlos Elizondo, local resident, addressed the Board to mention that the air conditioning does not work on a lot of the buses.

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

Item 11 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:16 a.m.

ED LAWSON, Chair
Regional Transportation Commission

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

DRAFT

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

September 16, 2022

PRESENT:

**Ed Lawson, Mayor of Sparks, Chair
Vaughn Hartung, Washoe County Commissioner, Vice Chair
Hillary Shieve, Mayor of Reno
Alexis Hill, Washoe County Commissioner (Alternate)
Bonnie Weber, Reno City Council Member (Alternate)**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Cole Mortensen, Deputy Director of NDOT (Alternate)**

NOT PRESENT:

Kristina Swallow, Director of NDOT

The regular monthly meeting, held in the Chambers of the Washoe County Commission, 1001 E. 9th Street, Reno, Nevada, was called to order by Chair Lawson. The Board conducted the following business:

Item 1 CALL TO ORDER

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
 - Congratulations to MTM Employee of the Month - Ms. Shiree Parenti
 - Congratulations to Keolis Employee of the Month - Ms. Dana Nelson

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.

Mr. Matt Berns, local resident, addressed the Board to tell his experience with attempting to use RTC RIDE to the Balloon Races. Apparently, routes were detoured without notice and the people waiting at 4th STREET STATION were not picked up at all. Mr. Berns then drove to the Balloon Races, had to park ½ mile away and completely missed the opening ceremonies.

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

Item 3 APPROVAL OF AGENDA

Executive Director Thomas requested that Item 6.2 be pulled from the agenda and it will be moved to a future meeting.

On motion of Vice Chair Hartung, seconded by Commissioner Weber, which motion unanimously carried, Chair Lawson ordered that the agenda for this meeting be approved with the aforementioned change.

Items 4.1 thru 4.12 CONSENT ITEMS

4.1. Reports

- 4.1.1. Acknowledge receipt of the monthly Planning Activity Report *(For Possible Action)*
- 4.1.2. Acknowledge receipt of the monthly Engineering Activity Report *(For Possible Action)*
- 4.1.3. Acknowledge receipt of the monthly Public Transportation and Operations Report *(For Possible Action)*
- 4.1.4. Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees *(For Possible Action)*
- 4.1.5. Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*

4.2. Planning Department

- 4.2.1. Approve a Memorandum of Understanding (MOU) with the Reno Sparks Indian Colony (RSIC) for coordination on the preservation of an easement for potential construction of the Lemmon Valley-Spanish Springs Connector *(For Possible Action)*
- 4.2.2. Authorize a request for proposals for a consultant to develop the Active Transportation Plan *(For Possible Action)*

4.3. Engineering Department

- 4.3.1. Approve Amendment No. 1 to the Interlocal Cooperative Agreement with NDOT for Phase 1 of the Pyramid Highway/US 395 Connector Project to authorize additional federal funds for construction *(For Possible Action)*
- 4.3.2. Authorize a request for proposals (RFP) for the selection of a consultant to perform a feasibility study and provide preliminary design, environmental analysis, final design, and design support during construction for the Keystone Bridge Project *(For Possible Action)*

4.4. Public transportation/Operations Department

- 4.4.1. Approve a contract with New Flyer for the purchase of two (2) hydrogen fuel cell buses utilizing the State of Washington's Cooperative Purchasing Agreement for Transit Buses Master Contract No. 06719, in an amount not-to-exceed \$2,449,601 *(For Possible Action)*

4.5. Executive, Administrative and Finance Department

- 4.5.1. Adopt the Local Government Records Management Program Manual (2018) from Nevada State Library, Archives and Public Records, and any future manual updates, as RTC's program for the management of records (*For Possible Action*)

On motion of Vice Chair Hartung, seconded by Commissioner Weber, which motion carried unanimously, Chair Lawson ordered that Consent Items 4.1.1 through 4.5.1 be approved.

Item 5 PUBLIC HEARING

- 5.1. Conduct a public hearing regarding approval of Amendment No. 3 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 3 to the RTIP (*For Possible Action*)
 - a. Staff presentation
 - b. Public hearing
 - c. Action

Mr. Graham Dollarhide, RTC Senior Technical Planner, addressed the Board and provided an overview of the RTIP, which is a federally required document, along with documents related to the RTIP.

He then listed the projects being added to the RTIP and what their purposes are. The project names are included in the back-up materials for this agenda item. There was no air quality analysis required because none of the projects add capacity. A public comment period was held from September 9-15, 2022, and no comments were received. RTC's Advisory Committees both recommended Board approval.

Vice Chair Hartung asked if the Lemmon Valley Project, Phase 2 isn't a capacity project.

Mr. Dollarhide responded that the project no longer involves widening of the roadway but still includes the stormwater improvements.

Mr. Dale Keller, RTC Director of Engineering, then addressed the Board to explain that the widening portion was removed due to a lack of funding as RTC did not receive the RAISE grant applied for on this project. In the future, the widening may go forward should federal funding become available.

Vice Chair Hartung still believes this project is not going far enough out and said it has always been considered a 4-lane widening project.

Mr. Keller said there were actions that were requested for project, the first was to federalize the project, so with that change, federal funding must be obtained.

The second action was to add the project to the 2050 RTP for a clarification of an item. He offered to meet separately with any of the Commissioners if they would like more detail.

Vice Chair Hartung requested that the project eventually be extended.

Chair Lawson asked what the timeline is for the project.

Mr. Keller responded that the project is split into Package 1 and Package 2. Package 1 is the final design, so that must be completed to get additional funding before Package 2 can move forward.

Commissioner Weber said she would like to be included in future conversations.

This being a public hearing, Chair Lawson opened the meeting up to public comment.

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

On motion of Vice Chair Hartung, seconded by Commissioner Weber, which motion carried unanimously, Chair Lawson ordered that Amendment No. 3 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) be approved and a resolution approving Amendment No. 3 to the RTIP be adopted.

Item 6 DISCUSSION ITEMS AND PRESENTATIONS

- 6.1. Acknowledge receipt of a report regarding the RTC Vanpool program (*For Possible Action*)

Mr. Mark Maloney, RTC Director of Public Transportation and Operations, addressed the Board and reminded them that they had previously asked how the RTC supports our residents in the areas of increasing fuel costs and to create trip reductions. He then introduced Mr. Scott Miklos, RTC Trip Reduction Analyst, who gave a presentation on the RTC Smart Trips program, which includes ride sharing – different from ride hailing, such as Uber or Lyft. The Vanpool Program is included in the Smart Trips program and Mr. Miklos stated that RTC currently has 347 vanpools and it's growing daily, he then went on to explain how the program is used.

The federal requirements state that a Commuter Highway Vehicle must seat at least six adults, not including the driver, and at least 80% of the fuel use must be for the transporting of employees from their residence to their place of employment. Commuters may also be picked up at a central location, such as shopping centers, strip malls, or park and ride facilities, but Reno does not have many park and rides in the region.

The cost of the vanpool is paid for by the employees or the company, or it may be a shared expense. The vanpools can be subsidized using 50% of pre-tax federal funds. RTC does subsidize a portion of each vanpool using a variety of available funds, and the subsidy is based on monthly mileage. Additionally, vehicle revenue miles must be reported to Commute with Enterprise, who RTC partners with in this program, then Commute with Enterprise enters the information into the National Transit Database.

Mr. Miklos then provided a map showing where all of the vanpools are currently going. As of July 2022, the number of annual trips reduced this year in our region is just under a half million trips and the annual miles driven has been reduced by 17 million miles. These numbers are continuously growing as well.

According to the National Transit Database, the RTC of Washoe County has the 6th most Vanpool ridership in the nation. The program is increasing every month which is important because for revenue vehicle mile driven, the RTC gets a little over 40 cents back, and that is supposed to go up to 60 cents per mile in the near future. Upon conclusion, Mr. Miklos offered to answer any questions.

Commissioner Hill said there are numerous businesses in the Incline Village area that are considering utilizing the RTC Vanpool Program.

Mr. Miklos said the great thing is that it's a month-to-month lease, so no one is stuck with a van for a long period of time. If a business tries it for one month and it doesn't work for their needs, they can turn the van in and be done with the program.

Commissioner Weber asked if just one person is the driver or can others drive too.

Mr. Miklos said there is generally a main driver with a couple of back-up drivers, all run through the Commute with Enterprise background check.

Commissioner Weber then asked if they are required to purchase fuel in Washoe County.

Mr. Miklos said he would have to check into that.

Vice Chair Hartung asked if there is a plug-in module, such as the insurance companies use, that tracks driver behavior. He's seen Vanpool drivers speeding or driving erratically.

Mr. Miklos said he does not believe they have that module, but if anyone sees that type of driver behavior, they should get the license plate number and call the number on the van. RTC will provide the information to Commute with Enterprise, who will then call the driver to discuss. If enough complaints come in about a particular driver, the RTC has the option to withhold subsidies for a period of time.

This item was informational only and no Board action was taken.

- 6.2. Update, discussion, and potential direction to staff regarding legislative issues being reviewed by the Nevada Sustainable Transportation Funding Study for the 82nd Session of the Nevada Legislature (*Informational Only*)
(Item pulled as noted in Item 3)

Items 7.1 thru 7.3 REPORTS

7.1 RTC Executive Director Report

1. We are happy to welcome the newest member of the RTC family. Sara Going gave birth to a healthy baby girl, Tuesday. Ronnie Anne Bell Going is seven pounds, two ounces -- and 19-and-half inches long. She's named after Sara's dad. Both mom and baby are doing well.
2. I am pleased to announce one milestone anniversary. Adam Spear will mark five years, working with RTC on October 2nd.
3. We also have a retirement coming up. Blaine Petersen has been with the RTC for 15 years as a Traffic Engineer and Project Manager. He has been the leading advocate for Intelligent Transportation Systems – including the coordination of signal timing and ITS fiber network. His last day is October 7th. We wish Blaine all the best in the future.
4. I am extremely proud of our Finance team. Thanks to their hard work, the Government Finance Officers Association of the United States and Canada awarded the RTC with a prestigious award. The Certificate of Achievement for Excellence in Financial Reporting is the highest form of recognition in governmental accounting and financial reporting. This accomplishment is a result of our annual financial report for the fiscal year that ended June 30th, 2021. Great job by our very talented finance team!
5. Construction on the Mill Street Complete Street Project wrapped up just a few weeks ago. The \$5.5 million-dollar project made a lot of improvements for pedestrians, bicyclists, transit riders, and drivers between Terminal Way and McCarran Boulevard. We added sidewalks and lighting on both sides of the street. We also corrected some ADA deficient bus stops. Of course, the Mill Street Widening Project between Kietzke and Terminal is slated to get underway in the next couple of years.
6. This will be the second straight weekend of roadway detours on Sparks Boulevard for paving. The RTC will continue to provide free FlexRIDE service for pedestrians to safely cross I-80 between Greg Street and Lincoln Way through December of this year.
7. The RTC is always looking at ways to enhance its transit services. Six routes have new schedules. We added TMCC to the North Valleys FlexRIDE service area August 20th to coincide with the start of the fall semester. We standardized reservation hours from 8 to 5, seven days a week for ACCESS/Senior RIDE Services and FlexRIDE. These changes are the first of many upcoming improvements to RTC's transit system based on community recommendations as part of the Transit Optimization Plans Strategies – known as TOPS. The changes will happen over the next five years as funding and staffing allow.
8. Last weekend, the RTC provided free transportation for the Great Reno Balloon Race along the RAPID Virginia Line. The service ran every 15 minutes between 4:00 a.m. and 10:00 a.m.. It ran between the Reno-Sparks Convention Center and Rancho San Rafael Park. We offered a similar service two weeks ago for the rib cook-off. We always encourage members of our community to use public transit.

9. The Federal Transit Administration has approved the retirement of four BE-35 Proterra electric buses, nearly four years early. The RTC was one of the first to procure these buses, back in 2014, thanks to FTA TIGGER grant funds. We used the buses on our Sierra Spirit route. EV transit technology is much better now than it was, eight years ago. That provides easier maintenance and better range between charges. The FTA approval allows us to begin the process of replacing them with the more dependable ZX-5 model.
10. The Washoe County Human Services Agency, the RTC, KOLO 8 News Now, and Target are hosting the 2022 Children in Care Stuff a Bus Drive-By Donation Drive on Thursday, October 20.

Staff will be collecting new, winter clothes from noon to 6 p.m., for more than 800 children in care. H-S-A will distribute the donations to foster and adopted children at the HSA Family Engagement Center throughout the next several months. The community is asked to drive by and drop off donations at the RTC bus in front of the Target in Sparks, near Legends Mall on East Lincoln Way. Brand new clothing items needed include jackets, coats, gloves, socks, blankets, sweatpants, boots, beanies, hooded sweatshirts, and gift cards.

7.2 RTC Federal Report

A written report is included in the agenda packet for this meeting.

Mr. Paul Nelson, RTC Government Affairs Manager, addressed the Board and added that RTC has put in an application to the Safe Streets and Roads for All Program for the maximum amount of \$50 million dollars. The RTC has pinpointed locations all over the region where these funds will be spent if received.

Mr. Nelson also said the RTC is also looking forward to receiving federal grant funding for the US-395 Widening Project in the North Valleys and other grant possibilities are continuously being looked into.

7.3 NDOT Director Report

NDOT Deputy Director Cole Mortensen gave the monthly report pertaining to traffic safety, the grant funding previously mentioned by Paul Nelson, the new 511 system which will have live updates to road conditions in the state, trip planning, etc., and push notifications will be available. Additionally, NDOT will receive up to \$101 million in additional obligation from the FHWA redistribution program. Lastly, he gave a brief update on the SBX Project activities.

Commissioner Weber asked why the Parr Boulevard overpass is included in the plan for the US-395 Widening Project.

Mr. Mortensen replied that it was in the original plans and then NDOT decided to jump ahead and get that portion completed and out of the way in advance.

Commissioner Weber then asked about the timeline for US-395, from McCarran to Golden Valley.

Mr. Mortensen said construction is anticipated to begin in May 2023. Any additional funding that comes in will go to Phase 2 of the project and, in answer to another question from Commissioner Weber, the project is not going all the way to Red Rock.

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Hill would like follow-up on the Balloon Race transit incident.

Vice Chair Hartung would like to see the Pyramid/Lemmon Drive Connector be added as a future RTIP Amendment. He would also like to see additional FlexRIDEs added to Spanish Springs.

Item 9 PUBLIC INPUT

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

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

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:19 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
WASHOE COUNTY, NEVADA
SPECIAL BOARD MEETING**

THURSDAY

9:30 A.M.

October 13, 2022

PRESENT:

**Ed Lawson, Mayor of Sparks, Chair
Vaughn Hartung, Washoe County Commissioner, Vice Chair
Bonnie Weber, Reno City Council Member (Alternate)
Bob Lucey, Washoe County Commissioner
Hillary Schieve, Mayor of Reno**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel**

NOT PRESENT:

Kristina Swallow, Director of NDOT

The special meeting, held via Zoom in the Regional Transportation Commission offices, located at 1105 Terminal Way, 1st Floor Conference Room, Reno, Nevada, was called to order by Chair Lawson. The Board conducted the following business:

Item 1 MEETING OPENING

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

Item 2 APPROVAL OF AGENDA

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

Item 3 PUBLIC COMMENT

Chair Lawson opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC).

Mr. Gary Watson, President of Teamsters, Local 533. While Teamsters Local 533 supports Ms. Smothers decision to accept the settlement in terms of the RTC Washoe, the union believes Ms. Smothers was unjustly terminated and rightfully should be returned to her former position. Ms. Smothers should be reconsidered for reemployment.

There being no additional comments submitted, the Chair closed public input.

Item 4 DISCUSSION ITEMS

4.1 Ratify a mutual release and settlement agreement to settle all claims in *Smothers v. RTC* (Case No. CV21-01185) at a total cost of \$106,872.69 (*For Possible Action*).

Chair Lawson opened discussion to the Board. As there was no further discussion, and on motion by Commissioner Lucey seconded by Commissioner Hartung, which motion carried unanimously, Chair Lawson ordered that Discussion Item 4.1 be approved.

Item 5 PUBLIC COMMENT

Chair Lawson opened the meeting to public input pertaining to topics relevant to the Regional Transportation Commission (RTC) included in the current agenda.

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

Item 6 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 9:37 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: 10/21/2022

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

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 2023 budget.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/
<i>Status: Phase 4 of the program is currently in the NDOT permitting stage.</i>	

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. Additional traffic analysis of the downtown road network supports the efforts of City of Reno to complete The Downtown PlaceMaking Study. Once the final report is published, final scope and design will be completed.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

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: Wood Rodgers, Inc., was the consultant selected from the qualified list and the agreement was awarded in May 2022. A Programing Document (Traffic Analysis and Forecast) was submitted to the agencies. Preliminary design is under way and 30% design plans are expected by the first quarter of 2023. Construction is tentatively scheduled for fiscal year 2025 (summer 2024).</i>	

Sparks Boulevard	
Amanda Callegari, South Phase Project Manager Jeff Wilbrecht, North Phase Project Manager	SparksBLVDproject.com.
<i>Status: Work is ongoing on the South Phase of the project (widening from four to six lanes from Greg Street to Lincoln Way). Granite Construction Company is working in both the southbound and northbound directions between Lincoln Way and Greg Street to place new Portland Cement Concrete Pavement alongside new barrier rail and multiuse path. Construction is expected to occur through the end of 2022.</i>	
<i>Work during the last reporting period included submittal of technical reports and documents associated with Environmental Assessment for the North Phase of the project to NDOT. Final design of the project is advancing. Utility relocations are being evaluated to ensure project improvements are not in conflict. A public meeting will be planned for the Fall to review the findings within the Environmental Assessment.</i>	

Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The 90% design plans are under agency review. Construction is anticipated to start by spring of 2023.</i>	

Traffic Signal Timing 6	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<i>Status: Signal timing on Damonte Ranch Parkway is underway and anticipated to be complete this month.</i>	

Traffic Engineering (TE) Spot 10 – South	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: Sierra Nevada Construction began preliminary/ utility work on the roundabout on September 29, 2022.</i>	

Traffic Management – ITS Phase 4	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Titan Electrical Contracting continues construction of improvements on Prater Way between Pyramid Way and Sparks City Hall.</i>	

Traffic Signal Installations 22-01	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: Titan Electrical Contracting continues underground work for the traffic signal at South Meadows Parkway and Wilbur May Parkway through October 2022.</i>	

Traffic Signal Modifications 22-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: The project is in the 90% design stage.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: The design team is moving towards 60% design and addressing agency comments received. Coordination with utility companies is on-going. Environmental studies continue and the public comment period ended on September 16, 2022.</i>	
Lemmon Drive	
Amanda Callegari, Segment 2 Project Manager	Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Segment 2 - The project team finalized the Level 2 screening alternatives analysis where the Project Technical Advisory Committee (TAC) identified the Natural Berm Alignment as the Agency Endorsed Alternative. The team is advancing the agency endorsed alternative to a 30% design.</i>	
Mill Street Capacity and Safety	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-street-capacity-and-safety/
<i>Status: The RTC invites the community to learn more about the Mill Street Capacity and Safety Project by viewing a virtual video presentation online at MillStreetWidening.com. Preliminary Design is progressing as the design team reviews public comments made during the open comment period.</i>	
Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<i>Status: Paving has been completed on the north half of the road within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks) and construction activities will continue until the end of November 2022. A seasonal winter shutdown is expected until next March 2023 (weather permitting) and construction activities will begin at Phase 2 (Sullivan Lane in Sparks to Silverada Boulevard in Reno). 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>	
Sky Vista Parkway Widening Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: Spanish Springs Construction is completing earthwork, retaining walls, and underground utility work along the north side of Sky Vista Parkway. The construction management team is coordinating with TMWA and NV Energy to schedule reimbursable work included within the project. Coordination with various developments along the corridor is on-going. The team is working closely with North Valleys Regional Park for tree inventory, removals, and replacements. Public outreach efforts continue to develop as the team works on a roundabout education campaign tailored to the project area.</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.</i>	

PAVEMENT PRESERVATION PROJECTS

2022 Preventive Maintenance	
Scott Gibson, Project Manager	
<i>Status: This project keeping good roads good is underway. The project includes crack sealing, patching, and microsurfacing on approximately 150 lane miles of regional streets. Microsurfacing activities are complete and the contractor is finalizing striping and utility adjustments.</i>	

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: Ninety percent (90%) design submittal is currently under agency review. The team is coordinating with NV Energy and the City of Sparks to schedule replacement of aging infrastructure within the project limits. Coordination with Washoe County School District is on-going. The Right-of-Way engineering process is underway. Construction is anticipated to start in April 2022.</i>	

Arrowcreek Parkway Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: Ninety percent (90%) design plans are under agency review. Right-of-way easement acquisition process is getting underway. Beginning of construction is anticipated for late Summer 2022.</i>	

Holcomb Avenue Rehabilitation	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/
<i>Status: The project has completed preliminary engineering design. RTC and the City of Reno held a public information meeting on September 26th to discuss project related improvements, specifically reconfiguration of the Sinclair-Holcomb intersection and buffered bike lanes. Final design will be complete by the end of 2022 for spring 2023 construction.</i>	

Peckham Lane Rehabilitation	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/peckham-lane/
<i>Status: Construction is ongoing, and will be complete this fall.</i>	

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/
<i>Status: The project is substantially complete.</i>	

Sutro Street & Enterprise Road Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: Final design plans have been completed and the project is being advertised for bidding. Construction is expected in spring 2023.</i>	

OTHER PROJECTS

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

Peppermill BRT Station	
Scott Gibson, Project Manager	
<i>Status: The project advertised bids for construction and Q&D Construction was awarded the contract. The project is expected to be constructed in early 2023.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Bus Stop ICP	FA Acquisition III, LLC	4,891.27	-

CONTRACTS UP TO \$100,000

None



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Christian Schonlau, Director of Finance/CFO

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

Invitations for Bids (IFB)	
Project	Due Date
N/A	

Request for Proposals (RFP)	
Project	Due Date
South Virginia Street Transit Oriented Development Study	October 14, 2022

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
N/A			

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
FlexRIDE Microtransit Software and Lyft Trips	Spare Labs, Inc.	\$75,000

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
Mill Street Complete Streets	Spanish Springs Construction	9/29/2022	2	\$156,130.93	\$4,202,387.33



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Daniel Doenges, Director of Planning

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.

ATTACHMENT A

PLANNING STUDIES

McCarran Boulevard Corridor Study	
Dan Doenges, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/
<i>Status: Draft project recommendations presented to TAC and RTC and NDOT leadership. Presentation scheduled for the October Board meeting. Preparing for final public outreach.</i>	
Verdi Area Multimodal Transportation Study	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/
<i>Status: The project team is preparing for the second project TAC meeting.</i>	
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: Procurement process underway.</i>	
Active Transportation Plan	
Dan Doenges, Project Manager	N/A
<i>Status: Procurement process underway.</i>	

ONGOING PROGRAMS

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">• RTC is collaborating with City of Reno with the Micromobility Study.• Agreement for the bicycle and pedestrian count program under development.	
Vision Zero Truckee Meadows	
James Weston, Project Manager	https://visionzerotruckeemeadows.com/
<i>Status: Meeting held on October 17, 2022</i> <ul style="list-style-type: none">• Staff has completed an update to the Vision Zero Action Plan.• Local jurisdictions have provided relevant pedestrian safety policies and programs that were included/referenced in the plan.• Regional crash analysis underway.	

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities	
Lauren Ball, Project Manager	
<i>Status: RTC staff conducted the following outreach activities from September 9 – October 20:</i>	
<i>September 9-11</i>	<i>FREE RIDE to Great Reno Balloon Race</i>
<i>September 15</i>	<i>FHWA/NDOT Resource Agency Meeting RTC Air Quality Initiatives/Achieving CAA Compliance for Regional Projects</i>
<i>September 26</i>	<i>Holcomb Avenue Project Community Meeting</i>
<i>September 30</i>	<i>Governor's Infrastructure Summit, Panel participant - highlight local and regional accomplishments and opportunities through the Infrastructure Investment and Jobs Act</i>
<i>October 5</i>	<i>Family Health Festival Event Table - transportation information for O'Brien Middle School students and their families</i>
<i>October 12</i>	<i>Reno + Sparks Chamber Leadership – RTC Overview Presentation</i>
<i>October 13</i>	<i>Western Regional Minority Supplier Development Council - Northern Nevada Small & Minority Business Opportunity Day</i>
<i>October 13</i>	<i>Sparks Citizens Advisory Committee - Fuel Tax Presentation</i>
<i>October 17</i>	<i>Vision Zero Truckee Meadows Task Force Meeting</i>
<i>October 18</i>	<i>OSBA Carson City Small Business Resource Fair - Transportation Information for small businesses</i>
<i>October 19</i>	<i>Nevada Traffic Safety Summit – Presentation: Traffic Safety Through Community Engagement</i>
<i>October 20</i>	<i>Stuff A Bus: Children In Care Donation Drive</i>

Media Relations & Social Media
Lauren Ball, Project Manager
<i>Status: The RTC issued 6 news releases and received 6 media inquiries regarding major closures and detours for the Sparks Boulevard Project, free transit to the Great Reno Balloon Race, the 2021-2025 Regional Transportation Improvement Program Amendment No. 3 Public Comment and Participation Notice, a community meeting about the Holcomb Avenue Project, detours for the Peckham Lane Project, the transit service change, and the fuel tax.</i>
<i>Social media was used to promote and provide information about the RTC Board Meeting, regarding major closures and detours for the Sparks Boulevard Project, free transit to the Great Reno Balloon Race, the 2021-2025 Regional Transportation Improvement Program Amendment No. 3 Public Comment and Participation Notice, a community meeting about the Holcomb Avenue Project, detours for the Peckham Lane Project, the transit service change, RTC VANPOOL, Keolis and MTM employees of the month, a traffic switch for the Oddie Wells Project, access changes for North Valleys Regional Park as part of the Sky Vista Project, the completion of the Mill Street Project, and more.</i>
<i>Social media metrics for the month of September: 40,037 impressions on Facebook, Twitter, YouTube, and Instagram.</i>

Informational Materials and Video Production

Lauren Ball, Project Manager

<i>Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the transit service change, the Sparks Blvd. marathon paving weekend, using transit to get to Wolf Pack games, and an update on the Oddie Wells Project.</i>
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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Jennifer Meyers, Contracts Administrator

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.

ATTACHMENT A

BACKGROUND AND DISCUSSION

Highlights



Senior Fest 2022 - RTC staffed a booth at the Annual Senior Fest event on September 6th at the Reno Town Mall. In its 25th year, this event gave seniors an opportunity to connect with senior service providers and businesses. Participants had an opportunity to tour one of RTC's new FlexRIDE vans, and staff provided



information on how to use the service. At the event, staff interacted with members of the public, providing answers to questions and information about RTC's transit system. Staff also gave out



information on the new RTC ACCESS Reservation Hours beginning September 10, 2022 to all RTC ACCESS eligible clients who visited the booth. RTC Board Chair, Mayor Ed Lawson, RTC Commissioner



Mayor Hillary Schieve, and alternate Commissioner Bonnie Webber attended the event.



RTC Provides Free Bus Rides to the Great Reno Balloon Race – On Friday, September 9, Saturday, September 10, and Sunday, September 11 from 4 a.m. until 10:00 a.m., RTC provided free transportation to passengers boarding at the RAPID Virginia Line stop in front of the Reno-Sparks Convention Center, or returning from Rancho San Rafael Park to attend the Great Reno Balloon Race.

RTC RIDE Key Highlights – September

- New Uniforms for drivers were ordered
- Recruiting took part in Labor Fest event to promote job openings in the company
- HR conducted *Diversity & Anti-Harassment* classes with all employees
- NFADA/NV Energy's *Test Drive Event* on 9/24/22, at Mira Loma Park

- Released 5 trainees to operations for revenue service
- 3 driver resignations
- Dana Nelson honored as Driver of the Month
- Balloon Race service to Rancho San Rafael Park 9/9 – 9/11
- September Service Change effective 9/10/22
- 1 open Shop Supervisor position
- Maintenance Shop technicians are fully staffed
- Maintenance Shop has started to perform in-house wheel alignments
- Continuing to recruit for IT Manager
- Successfully passed a 3rd Party audit with DMV
- September Safety Meeting Topics: chartering the Safety Committee and Site Management team
- No new ULPs or Grievances filed



Keolis represented staffing headcount as of September 30, 2022:

Position	Total Employed	#Needed
Coach Operator Trainees	7	7
Coach Operators	151	14
Dispatchers	6	0
Road Supervisors	6	1
Mechanic A	5	0
Mechanic B	4	0
Mechanic C	4	0
EV Technician	1	0
Electronics Tech	2	1
Body Technician	2	0

RTC ACCESS Key Highlights – September

Safety

Accidents: 1

Injuries: 0

YTD Preventable Accident Count: 9

YTD Injury Count: 5

September Safety Blitz – Fixed Objects, Mirror Station

September Safety Meeting – Vehicle Emergencies

Recruitment/Staffing Update

2 new hires started 8/23/2022

1 new hire started 9/6/2022

2 new hires started 9/27/2022

Employee Appreciation Event – Tuesday, September 20, 2022, Reno’s 1st Annual Fish Fry (Feast)

Over 60lbs of fish (catfish & cod) was served and employees were still standing in line waiting for catfish at 7:30PM that Geo Jackson (GM) & Simon Batter (SM) fried up. Both received so many compliments how delicious the food was and that we provided an opportunity for employees to mingle with our group of newly hired Operators.



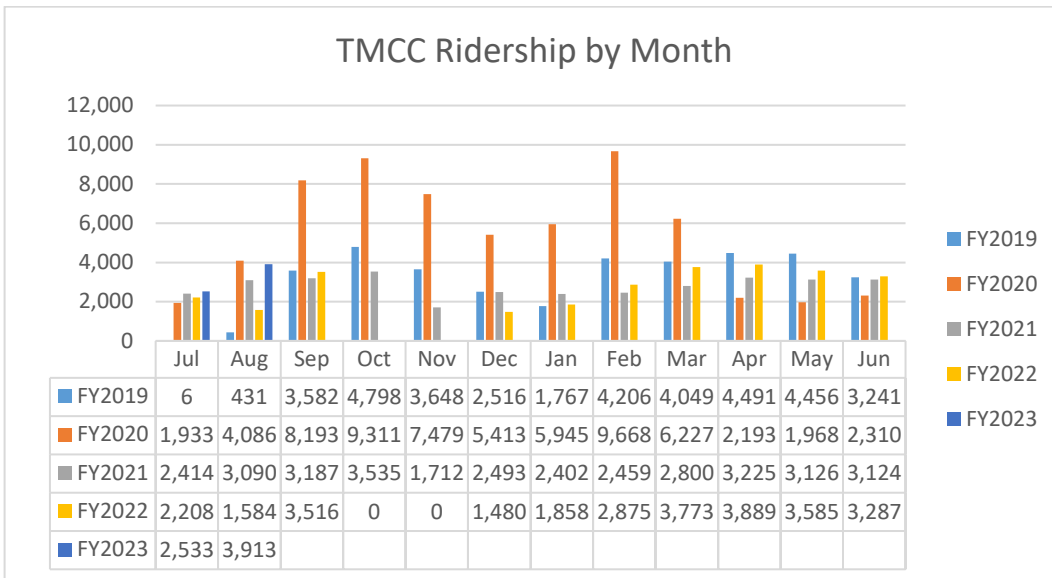
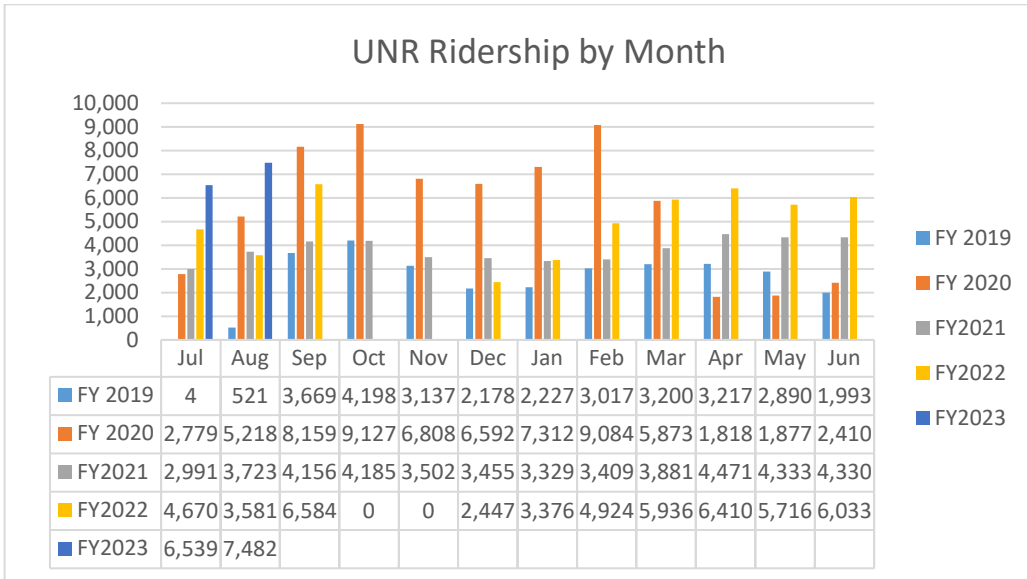
MTM represented staffing headcount as of September 30, 2022:

Position	Total Employed	#Needed
Drivers	50FT – 3PT	5 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	4 FT	0
Utility Worker	0	1

TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools remained at 347.
- RTC Washoe’s vanpool program set new highs in the month of August with 56,028 trips saved and 1,966,893 miles driven being saved.
- Smart Trips staff met with Reno Tahoe Airport Authority staff to discuss marketing/advertising opportunities.
- Smart Trips staff handed out Smart Trip and Vanpool brochures in Incline Village.
- Staff met with the Governor’s Office of Small Business to work on transit access and programs for groups of small businesses.
- The *Washoe County Tahoe Transportation Plan* Public meeting in Incline Village has been rescheduled to November 16 at 4:00 p.m., 948 Incline Way, Incline Village. RTC will be discussing the vanpool program and will have a vanpool vehicle available for participants to see.
- The *Northern Nevada Transportation Management Association (TMA)* will meet in October to finish plans for its first outreach event.

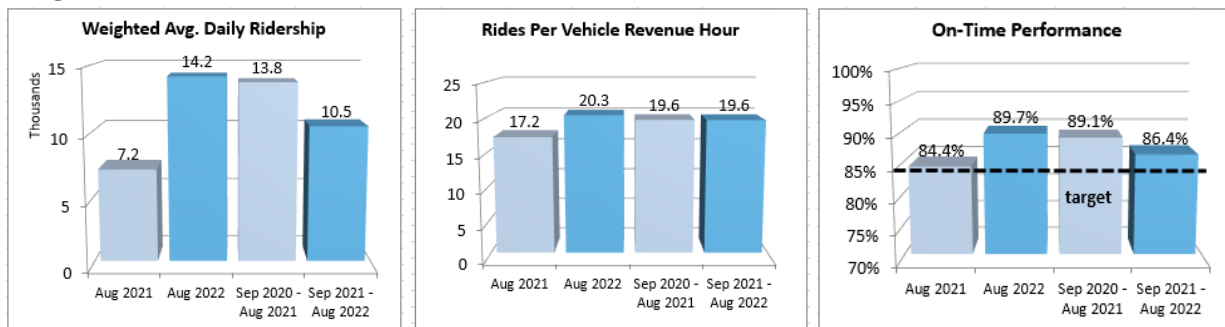
- Ridership numbers from the ED Pass Program through the month of August:



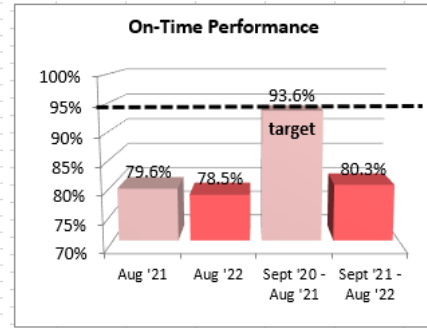
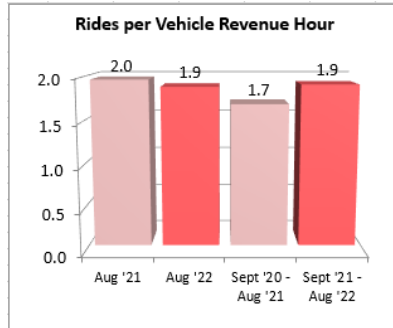
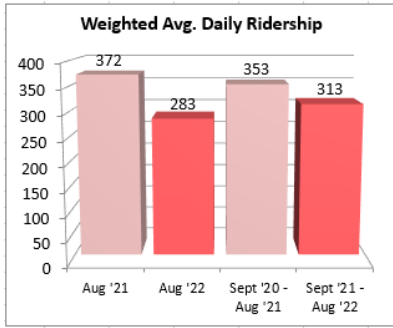
The fixed-route driver strikes impacted October & November 2021 ridership numbers.

AUGUST 2022 TRANSIT PERFORMANCE

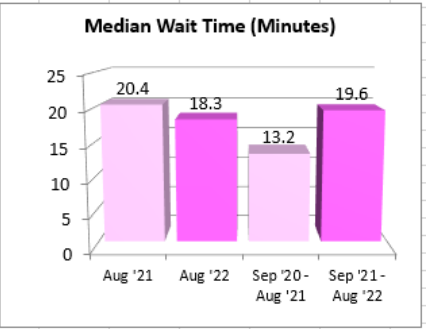
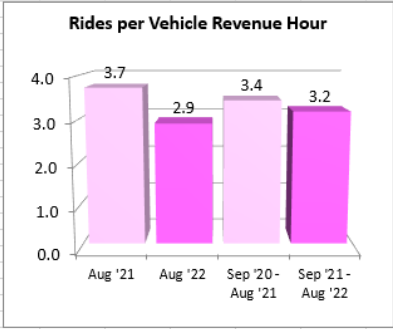
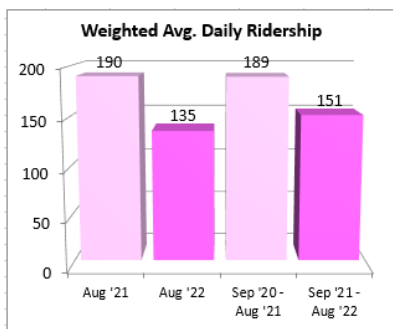
RTC RIDE



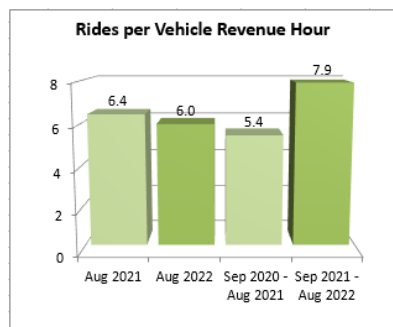
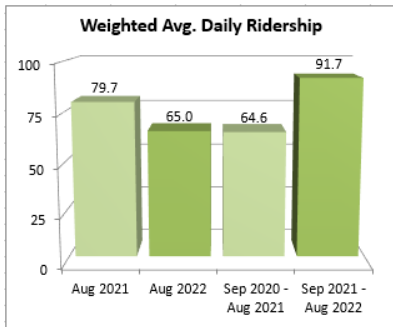
RTC ACCESS



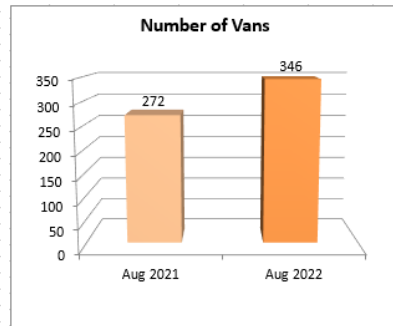
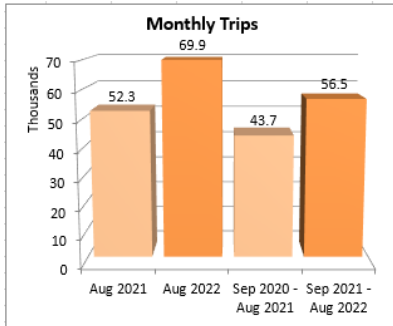
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Daniel Doenges, Director of Planning

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 \$100,000.

BACKGROUND AND DISCUSSION

The proposed agreement will allow RTC to collect data on active transportation modes to better inform future infrastructure investment, enhance safety analysis, conduct before-and-after comparisons on project implementation, and support future grant funding opportunities. There is a growing need to collect better data to inform planning-level decisions and incorporate best practices in data-driven project implementation. This program will better position RTC to achieve these outcomes.

FISCAL IMPACT

Funding for this program in the amount of \$100,000 is included in the FY 2022-2023 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

4/16/2021 Approved the FY 2022 – FY 2023 UPWP.

MULTIMODAL TRAFFIC DATA SUPPORT TO RTC WASHOE
INTERLOCAL COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into on November 1, 2022, 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 \$100,000. 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 \$100,000. 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, 2022 to October 31, 2023.
 3. The performance period of this Agreement is November 1, 2022 to October 31, 2023.
 4. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.
 5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:
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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 Joseph Nady
University of Nevada, Reno
1664 N. Virginia St.
Reno, Nevada 89557
Phone: (775) 784-4040
Fax: (775) 784-6680
E-mail: ospadmin@unr.edu

If to RTC:

Dan Doenges, Director of Planning
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502
Phone: (775) 335-1901
E-mail: ddoenges@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.
-

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 Landis
Associate Director, Sponsored Projects

Exhibit A

Scope and Budget

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 one service year, which includes **multimodal LiDAR data collection and graduate internship work on GIS data.**

2 Scope of Work

A UNR graduate internship will be assigned to work with the RTC Project Manager in the service year to collect LiDAR data, process data, and perform other data analyses with GIS. The graduate student will collect LiDAR traffic data with the support of a UNR research scientist, based on RTC data requirements. LiDAR data of 20 intersections will be collected in the one-year service, besides the graduate internship's additional 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 (include initial list). If no LiDAR data is being collected or processed, other GIS data requirements will be determined based on need, and will be discussed on a bi-weekly basis

UNR will submit the deliverables for each site within one month after the data collection.

3. Schedule

The multimodal data support service is for a one year term commencing upon execution of the agreement.

4. Budget

The service budget is \$100,000 for data collection and processing of 20 selected intersections and graduate internship's GIS data analysis under the RTC project manager's supervision. The budget details are listed in Table 1.

Table 1 Service Budget

Employee Type	Fringe Rate	Budget
Professional Faculty (Acad./Admin)	32.30%	20,000.00
Total Professional/Postdoc		20,000.00
Graduate Assistant	16.70%	30,000.00
Total Salaries		50,000.00
Fringe Benefits-Manual Entry		11,470.00
Total Salaries & Fringe		61,470.00
Materials and Supplies		4,044.47
Tuition		42,03.00
Total Direct Costs		69,717.47.00
F&A Rate		46%(10/1/2022 – 6/30/2023) and 47% (7/1/2023 and afterwards)
Modified Total Direct Costs (exclude tuition for F&A calculation)		65,514.47
Facilities & Admin Costs (F&A)		30,282.53
Total		100,000.00

Exhibit B

Federally Required Clauses

1. **PROMPT PAYMENT PROVISION**

UNIVERSITY must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to UNIVERSITY by RTC. Prompt return of retainage payments from UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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, UNIVERSITY, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations. UNIVERSITY 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. UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY of UNIVERSITY'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. UNIVERSITY 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, UNIVERSITY 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 UNIVERSITY'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 UNIVERSITY under the Contract until UNIVERSITY complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

UNIVERSITY shall include the provisions of this clause in every subcontract. UNIVERSITY 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 UNIVERSITY becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, UNIVERSITY may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

A. UNIVERSITY 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. UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY'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. UNIVERSITY 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 UNIVERSITY'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. UNIVERSITY 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. UNIVERSITY 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, UNIVERSITY 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, UNIVERSITY 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. UNIVERSITY 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, UNIVERSITY 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, UNIVERSITY 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. UNIVERSITY also agrees to include these requirements in each subcontract.

7. INELIGIBLE UNIVERSITIES

In the event UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY relating to its performance under the contract until

the expiration of three (3) years after final payment under this Contract.

B. UNIVERSITY 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 UNIVERSITY 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. UNIVERSITY 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, UNIVERSITY is required to verify that none of UNIVERSITY, 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. UNIVERSITY 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. UNIVERSITY 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.

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

14. REPORTING REQUIREMENTS

UNIVERSITY 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, UNIVERSITY 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, UNIVERSITY, 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: 10/21/2022

From: Andrew Jayankura, Project Manager

RECOMMENDED ACTION

Approve a contract with Kimley-Horn and Associates, Inc., to provide design services and optional engineering during construction for the Sparks Intelligent Corridor (IC) project on Sparks Boulevard and Vista Boulevard in an amount not to exceed \$780,625.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc., is for professional design services for the Sparks Intelligent Corridor (IC) project in the amount of \$156,105, including design contingency of \$44,000 and optional engineering during construction services (EDC) in the amount of \$69,530. The project includes design of a virtual Dynamic Message Sign (DMS) system to provide drivers real-time notification of traffic conditions and possible route information to potentially alleviate congestion from Spanish Springs. Design for the virtual DMS system is \$435,490. Additional software and system implementation support in the amount of \$119,500 is optional and includes software support for one year after project implementation.

FISCAL IMPACT

Appropriations are included in the Proposed FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

10/21/2022 March 18, 2022 Approved the Qualified Consultant List for Traffic - ITS Engineering Service.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of October 24, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Traffic Engineering and ITS shortlist to perform design and optional Engineering During Construction (EDC) in connection with the Sparks Intelligent Corridor (IC) 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, 2023, 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 – Scope of Work. 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 A to F)	\$112,105
Total System Services (Tasks G to I)	\$435,490
Optional Services (Tasks J to K)	\$189,030
Design Contingency	\$44,000
<hr/>	
Total Not-to-Exceed Amount	\$780,625

3.3. For any work authorized under Section 2.4, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, “Additional Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to

reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Blaine Petersen, 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 Michael Mosley, 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
Andrew Jayankura, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 332-2139

CONSULTANT: Molly M. O'Brien, P.E., PTOE
Vice President/Principal-in-Charge
Michael S. Mosley, P.E., PTOE
Project Manager
Kimley-Horn and Associates, Inc.
7900 Rancharrah Parkway, Suite 100
Reno, NV 89511
(775) 200-1979

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

KIMLEY-HORN AND ASSOCIATES, INC.


By:  _____
Molly O'Brien, P.E., PTOE, RSP
Vice President/ Principal-in-Charge



Exhibit A

Scope of Services

EXHIBIT A

SCOPE OF SERVICES
FOR THE
SPARKS INTELLIGENT CORRIDORS PILOT PROJECT

This scope of services includes design and construction support of the Intelligent Transportation System (ITS) Sparks Intelligent Corridors (IC) Project. This pilot project will augment the ability for the City of Sparks to effectively operate in real time key City corridors associated with traffic incidents on Pyramid Highway with the use of technology. During the pilot deployment, an evaluation will be performed to determine if the technologies met the goals and objectives of the pilot and if the technologies should be continued to be used in the City along the corridors, or if valuable, to be expanded for further use elsewhere within Washoe County.

The project lies within City of Spark. Procurement and installation of actual infrastructure will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by the CONSULTANT.

The extent of planning and design work includes the improvement objectives at the following locations:

#	<u>Main Street</u>	<u>Side Street</u>	<u>Improvement Objective</u>
City of Sparks			
1	Baring Blvd (1 mile of fiber)	Sparks Blvd to Vista Blvd	Design fiber interconnect and conduit will connect an existing signal controller and new CCTV for real time visuals at south intersection of Vista Blvd and Los Altos Parkway. (Use existing copper interconnect conduit.)
2	Vista Blvd (0.5 mile of fiber)	Baring Blvd to Los Alto Parkway	Design fiber interconnect and conduit will connect an existing signal controller and new CCTV for real time visuals at south intersection of Vista Blvd and Los Altos Parkway. (Use existing copper interconnect conduit.)
3	Los Altos Parkway (0.5 mile of fiber)	Ion Drive to Sparks Blvd	Design fiber interconnect and conduit connects existing signal controller and new CCTV for real time visuals at Sparks Blvd and Los Altos Parkway.
4	Spark Blvd	Prater Way	Design installation of CCTV at intersection for real time visuals.
5	McCarran Blvd	Prater Way	Design installation of CCTV at intersection for real time visuals.
6	Real-Time Signal Timing Changes	Pyramid Way, Vista Blvd, Sparks Blvd, Los Altos Parkway, Disc Drive, Baring Blvd, McCarran Blvd, Prater Way and I-80	Support RTC's development of pre-timed signal timing plans for the City of Sparks that could be activated when warranted based on traffic incidents.
RTC (Region Wide)			
7	Real-Time Incident Data	Inrix	Addition of Inrix data would enable RITIS to be used to view real-time incident information for arterials. This

			real-time incident information would be viewable for the Washoe County region including NDOT for arterials streets, which would give the Cities, RTC, and NDOT situational awareness of what incidents are occurring on their roadways and in other jurisdictions that may impact transportation. This data can give operators the ability to modify signal timing to improve operations around incidents. The purchase of Inrix data would be for the Washoe County region and would be integrated in with the NDOT RITIS platform for any agency to use in the region. RTC to purchase Inrix incident management data.
8	Real-Time Travel Times, Real-Time Speeds, and Future Signal Planning Data	RITIS	NDOT currently subscribes to the RITIS platform and is able to share the system with the City for free, resulting in no more additional cost for the use of this program.
9	Traveler Information	Virtual Dynamic Message Signs (vDMS)	Virtual DMS will be an app that users can download onto their phones/into their cars via Apple CarPlay or Android Auto, which would then send out alerts to users about changing road conditions. If users are driving, alerts would then be played out loud to not distract the driver. Examples of messages that could be displayed are “Road maintenance operations ahead. Please seek alternative routes” and “Crash detected 2 miles ahead. Avoid area”.
10	ATMS Upgrade Coordination	Coordination with Cubic	System integration of new feeds into ATMS.now will require significant coordination and software enhancements between Cubic and other data providers such as Inrix and RITIS. Coordination includes management of the system integration of the technologies for operations and maintenance of the system is ongoing and feeds/automation is maintained.

A. Preliminary and General Items (Project Management):

1. Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate. CONSULTANT will coordinate kick-off meeting and hold progress meetings during course of project monthly. The anticipated schedule will be 16 months. Most meetings will be virtual.
2. Coordination meetings with the City of Sparks, and NDOT. CONSULTANT will conduct up to five (5) in-person one-on-one agency meetings, outside of meetings included in other tasks, in order to confirm existing design conditions, needs, and coordinate design to complete project design objectives. The RTC Project Manager will determine appropriate

contact personnel at each agency to be met with. Meeting notes will be developed and provided as a summary of discussions.

B. Data Collection, Analysis, and Design

1. Investigate Existing Conditions and Field Inventory for interconnect design:
 - a. CONSULTANT will obtain and review available as-built plans from City of Sparks, and the RTC.
 - b. CONSULTANT will conduct a field review with City of Sparks to evaluate existing field conditions for new conduit paths.
 - c. CONSULTANT will evaluate existing network equipment at locations identified herein for connection to network.
 - d. CONSULTANT will not evaluate existing pedestrian ramps for general compliance with current ADA standards. If the ramps are in conflict with proposed improvements evaluation of ramps will be considered an additional service.

2. Survey and Mapping for site #s 1-5
 - a. Aerial Mapping: Aerial photography for these sites will be using NearMap or Washoe County aerials provided by the RTC. The aerials will be put in the same coordinate system for consistency.
 - b. Center lines will be developed off of existing features.
 - c. CONSULTANT will evaluate right of way and easement needs based on County GIS data and where new equipment is to be installed.
 - d. Boundary Survey: Survey boundary services will not be done for these sites as work will be limited to infrastructure within existing right of way.
 - e. Supplemental Design Survey (Optional): Supplemental Survey is not anticipated to be required for these project sites. Where required it will be considered an additional service.

3. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under design. 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.”

4. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial

notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plans, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

5. Traffic Signal Basis of Design: Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless important details are obscured.
6. A geotechnical evaluation will not be performed under this project as it is not required.
7. Drainage Evaluations are not anticipated for this project and therefore excluded.
8. Environmental Services are not anticipated for this project and therefore excluded.

C. 60% Design

1. Prepare 60% Plans and Specifications
 - a. The construction plans will be on 11" x 17" size sheets and will show all elements of the project construction, including plan view, right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum: Cover Sheet, Interconnect Plan Sheets (at 1"=40' scale, double banked), Detail Sheets (scales as noted).
 - b. Plan updates and further development. Prepare plans, and an OPC suitable for RTC and Local Government review.

Project Plans (18) will include:
 - i. Cover (1)
 - ii. Sheet index (1)
 - iii. General notes (1)
 - iv. Project details (6)
 - v. Project fiber splice details (3)
 - vi. Plan sheets (6)(x) indicated the number of plan sheets
 - c. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.
 - d. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications

and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.

- e. CONSULTANT will submit 60% Plans to RTC, City of Sparks, and to utility agencies.

D. 90% Design

1. Prepare 90% Plans and Specifications

- a. CONSULTANT shall incorporate review comments from RTC, and City of Sparks into the 90% design process
- b. Plan updates and further development. Prepare plans and an OPC suitable for RTC and Local Government review.

Project Plans (18) will include:

- vii. Cover (1)
- viii. Sheet index (1)
- ix. General notes (1)
- x. Project details (6)
- xi. Project fiber splice details (3)
- xii. Plan sheets (6)

(x) indicated the number of plan sheets

- c. Project Specifications: CONSUTLANT will prepare Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

2. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.

3. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.

4. CONSULTANT will submit 90% Plans to RTC, City of Sparks, and to utility agencies. A PDF cover sheet with digital signature blocks will be produced at this submittal for routing to the agencies for project bidding.

5. No NDOT Encroachment is anticipated for this project. If required for an unforeseen reason the permit will be an additional service. Services for a permit would include:

- a. Prepare and Submit NDOT Encroachment Permit: CONSULTANT will prepare and process encroachment permit packages through the NDOT District 2. The CONSULTANT will submit the completed application and submit the color coded plans at the 90% submittal. One set of review comments will be processed by the CONSULTANT for the permit. The final submittal of permit will be at the 100% submittal. The RTC or appropriate local agency will be the applicant on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit. Permit Terms and Conditions will be incorporated into the project specifications.

E. Final Design (100% Signed and sealed bid documents)

1. CONSULTANT shall incorporate review comments from RTC, and City of Sparks into Final Construction Document process.
2. Prepare Final Plans and Specifications: Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate via e-mail in MS Word format.
3. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.
4. The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Sparks, utility agencies and other affected parties for review at the 60%, 90%, and final (100%) stages of completion per the following:
 - a. Electronic (pdf) 11"x17" plans and specifications will be sent to the review agencies at each submittal including the final cover sheet which will be routed digitally.

F. Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide the

- RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Procurement system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will participate in the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
 3. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

G. Real-Time Signal Timing Changes Plans

- a. CONSULTANT will support RTC in the development of pretimed signal plans for the following project corridors within the City of Sparks by developing three scenarios and working with RTC on the signal plans.
 - a. Pyramid Way
 - b. Vista Blvd
 - c. Sparks Blvd
 - d. Los Altos Parkway
 - e. Disc Drive
 - f. Baring Blvd
 - g. McCarran Blvd
 - h. Prater Way
 - i. I-80
- b. These plans could be activated automatically when warranted due to traffic incidents if data is ingested by Cubic controller.

Deliverables:

- Corridor pretimed signal plans based on three scenarios

H. Support for Real-Time Incident Data, Travel Times, Speeds, Signal Planning Data, and ATMS Upgrade Coordination

- a. Real-Time Incident Data: Coordination will be done by the CONSULTANT with RTC, NDOT, and Inrix for RTC to develop an annual purchase of data and recommend connections for data to other systems. The initial annual purchase will be completed by this project and is shown in the fee estimate.
- b. Real-Time Travel Times, Real-Time Speeds, and Future Signal Planning Data: Coordination will be done by the CONSULTANT with RTC, NDOT, and RITIS for RTC to use the data already available and recommend connections for data to other systems.

- c. ATMS Upgrade Coordination: System integration of new data feeds into ATMS.now will require significant coordination and software enhancements between Cubic and other data providers such as Inrix and RITIS. Coordination includes management of the system integration of the technologies for operations and maintenance of the system is ongoing and feeds/automation is maintained so that data can be ingested into ATMS.now with the result of pre-time signals plans being implemented based on certain data criteria (operational scenario is satisfied.) Cubic will be required to complete software enhancements to ATMS.now. Cost for the enhancement will be paid for under this project to the budget limitations show in the fee estimate.
- d. Evaluation of pilot systems and memorandum summarizing recommendation use of system and further applicable deployment.

Deliverables:

- Coordination with project partners for results as outlined above.
- Pilot Evaluation

I. Virtual DMS for Traveler Information Pilot Deployment

The City of Sparks would like to pilot intelligent corridor technology to better manage the real-time traffic impacts on their corridors. Traveler information is a critical element for the management of congestion. Traditional traveler information is typically provided pre-trip using 511 and en-route using DMS boards. Google maps, Waze, and other third-party providers such as Inrix may feed navigation directions to travelers. While crashes and incidents are sometimes available in third-party apps, there are still a wide variety of travel issues (train in crossing, signal dark, signal in flash, work zone ahead, slow vehicle ahead, etc.) that are not available to the public in real-time. Deployment of physical DMS is not cost-effective on a regional scale, and while physical DMS can be effective, they are only relevant to the travelers that can see them as they approach.

Many connected infrastructure-to-vehicle (I2V) applications have been identified; the majority of which are traveler information applications (curve speed warning, queue ahead, signal phasing and timing (SPaT), etc.) that are geographically specific. Similar to the cost of deploying physical DMS, the cost of supplying region-wide CV2X roadside equipment (RSEs) is prohibitive and could take ten or more years to fully deploy. At the same time, no mandate has been made by NHTSA to require CV2X equipment in vehicles. The lack of a CV-equipped fleet makes it difficult for an agency to decide to invest heavily in CV infrastructure. While V2V active safety applications (electronic brake lights, red-light running protection, etc.) require the low-latency communications of CV2X, most I2V applications can be adequately served by existing 4G cellular communications with 1-2s latency.

This emerging technology pilot intends to demonstrate the feasibility of distributing critical geofenced traffic-related events available throughout RTC jurisdiction using traffic management systems over the commercial cellular data network. The pilot will focus on users recruited from the participating agencies (and RTC partners, as identified by RTC). The findings of this pilot will allow the region to identify useful traffic

management system events that can be broadly shared with third-party Information Service Providers to enhance traveler information in the future.

In this project, the Kimley Horn Virtual DMS Next Generation 511 app (“Traction Connect”) will be demonstrated to provide geo-specific traveler information for roadways in the map below.



This Traction Connect system consists of:

1. A smartphone app for Apple iOS and Android devices that integrates with Apple CarPlay and Android Auto
2. A data aggregation API
3. Connections to regional ATMS databases/APIs (ATMS.now) for posting virtual DMS
4. Connection to the NDOT/RTC RITIS and Inrix data feeds
5. Collection of app usage data from users for use in performance assessment

The intention of this app is not to replicate features in Waze or any other navigation app. The traveler information API will be open to allow other apps to pull such events into their applications. In the pilot phase, CONSULTANT will focus on providing geofenced real-time status of traffic events to the Traction Connect app and displaying those geo-specific alerts on the Apple CarPlay (Android Auto) infotainment displays of volunteer users (i.e. public agency staff and related agencies, not the general public, unless desired by RTC). Display of the messaging on the infotainment display and text-to-speech features will reduce driver distraction. It may also be possible for the driver to report issues back to the agency, such as “Siri, tell Traction Connect that this intersection is flooded” as a proof of concept for such features.

At minimum, the Traction Connect app will be integrated with the RTC INRIX/RITIS incident feed. Geolocated incidents from RITIS will be displayed in the app. The warning limits will be configurable by agency administrators. Costs for adjustment to RITIS, ATMS.now or associated ATMS elements will be the responsibility of RTC.

The results of the pilot will be shared with RTC for evaluation. The CONSULTANT will provide 1 year of software license fees associated with the Traction Connect system operations and maintenance for this pilot project. Should RTC or RTC partners wish to procure the system for permanent use, those fees will be applied as an optional service or in a future project.

The Scope of Services for the vDMS for Traveler Information Pilot Deployment is found below:

- a. Technical design, software project management, and user recruitment
 - i. : The CONSULTANT will design the prototype cloud service which will connect to the RTC/NDOT ATMS data feed(s) (“RITIS”). This task will include a kickoff meeting and monthly project progress meetings as associated with other project activities. All partner agency representative attendance at monthly project progress meetings is optional. This task will also include coordination with RTC/City of Sparks information technology (IT) staff to enable the connection from on-site ATMS (ATMS.now, RITIS/INRIX) to the Traction Connect cloud system. These connections will be one-way “push” transmittal of real-time data from the City/RTC ATMS to the Traction Connect cloud. Traction Connect will not require two-way communications to RTC networks. RTC staff will determine which ATMS/RITIS status elements will be pushed to Traction Connect.
 - ii. Any costs associated with effort by RITIS/511/ATMS contractors will not be paid by CONSULTANT. For example a contract would be drawn up between RTC and ATMS.now if they need to be reimbursed for efforts. Budget was allocated for this cost in the plan.
 - iii. The CONSULTANT will optionally work with RTC to determine the appropriate interface for the RTC WZDx 4.0 feed. CONSULTANT will coordinate and make recommendation to RTC IT staff who will be responsible for all changes to RTC IT equipment and software, if necessary.
 - iv. The CONSULTANT will maintain a project action item list during the project indicating schedules and responsible parties (RTC, CONSULTANT, contractor, other) to complete the project.

- v. The RTC and partner agency representatives will be responsible for identifying the appropriate groups within their agency for recruitment of volunteer app users. The CONSULTANT will, at minimum:
 1. Support the agency representative in establishing webinars/meetings for prospective volunteers
 2. Developing presentation materials for sharing with volunteers
 3. Developing volunteer user terms and conditions
 4. Presenting on behalf of, or with agency representatives, (via webinar or in-person meetings, as appropriate) the purpose, technical details, expected level of participation, and privacy considerations of each user
 5. Providing training for prospective users
 6. Providing technical means for users to supply technical or usability feedback, such as periodic emails/sms with Microsoft Forms
 7. All feedback from volunteer users will be completely optional. All volunteer attendance at webinars/meetings to obtain usability and effectiveness feedback will be completely optional.
- vi. No minimum number of participants will be required of RTC or any partner agency. The CONSULTANT will provide a technical memorandum describing the final API integration design within one month of NTP. The CONSULTANT will provide a test subject recruitment plan, to include the volunteer user terms and conditions, project summary, and usability feedback plan within six weeks of NTP.

Deliverables:

- Prototype design memorandum
- Test subject recruitment plan
- Project action item list (updated monthly)

- b. vDMS cloud and on-site installation and configuration
 - i. The CONSULTANT will develop an API service that connects (“subscribes”) to each of the RTC ATMS/RITIS database(s)/APIs to receive real-time alerts. The CONSULTANT will be responsible (if necessary) for installing the real-time data collection module on the RTC servers (if necessary) to push real-time event data to the Cloud vDMS service. These connections will be one-way “push” transmittal of real-time data from the RTC/City of Sparks ATMSs to the Traction Connect cloud. Traction Connect will not require two-way communications to RTC/City networks. RTC staff will determine which real-time status elements will be pushed to Traction Connect and be responsible for all IT configuration to allow one-way traffic transmission from the RTC/City networks or cloud services to the Traction Connect Azure cloud. Data collected from RTC/City ATMS systems will remain the property of RTC/City. CONSULTANT will use the collected ATMS data only for the purpose of evaluation of the project effectiveness. All RTC/City ATMS status data will be stored securely in the Traction Cloud system and not be shared with any other third party, monetized, or

- sold. CONSULTANT will remove completely all RTC/City ATMS status data from the Traction Connect cloud at the completion of the project at the request of RTC.
- ii. The CONSULTANT will configure all traveler information messages in Traction Connect on behalf of the agency users. Agency users will advise the CONSULTANT of which alert types and which locations are desired to be configured. The CONSULTANT will provide the Traveler Information Message (TIM) creator interface in Traction Connect so that RTC/City staff, if desired, can select TIM message templates regarding alerts they wish to automatically communicate to the vDMS app. Templates of TIM messages will be provided for RTC staff to easily generate TIM messages with a location, a geofence zone configuration, and an expected time duration (now, as well as TIM messages to be broadcast in the future, or scheduled). TIM message templates will include, at minimum:
 1. Crash on roadway
 - a. The TIM template allows configuration of the warning geofence. The data comes automatically from RTC/City RITIS/ATMS incident and status feeds.
 2. Work zone / lane closure
 - a. The TIM template allows configuration of the warning geofence. The data comes automatically from RTC/City RITIS/ATMS incident and status feeds.
 3. Amber/Silver alert
 - a. The TIM template allows configuration of the warning geofence. The data comes automatically from RTC/City RITIS/ATMS incident and status feeds.
 4. Road flooded, turn around, don't drown or other applicable message
 - a. Assuming a real-time interface is available for flood or other applicable sensors, otherwise such a warning could be enabled manually.
 5. Debris in roadway
 6. Suggested diversion
 7. Event information (parking availability, etc.)
 8. Signal in flash
 9. Signal in conflict
 10. Signal EV preempt
 11. Signal Railroad preempt
 12. Test/demo
 - iii. The intent of the TIM message constructor is not to duplicate efforts by others to enter work zone or incident details. The TIM creator attaches a preferred geofence definition template to a TIM message type and allows the local agency to configure TIM messages manually when desired. TIMs can be scheduled to occur immediately with a designated time-out duration, or scheduled in the future. TIM messages will be configured in J2735 format with ITIS codes for future support of

broadcast of TIM to CV RSEs. If any TIM messages are not working as expected due to issues under the control of RTC/City (e.g. communications failure, controller failure, etc.), RTC/City will repair issues at their discretion, on a schedule acceptable to RTC. No guarantees of any kind are expected of RTC/City to maintain equipment uptime, communications status, or interface availability.

Deliverables:

- vDMS software module at RTC/City
- vDMS cloud software module
- vDMS TIM creator module

c. vDMS mobile app

- i. The CONSULTANT will deploy the vDMS mobile app on the Apple Store and on the Android Play Store for private download using “Beta” for Android and “TestFlight” for Apple. Volunteer users will be privately invited to participate in the beta; vDMS app will not be available to the public. In the demonstration pilot, volunteers from CONSULTANT, RTC, City of Sparks, and other partner agencies and organizations (at the discretion of RTC) will be recruited to download the app and provide usability and effectiveness feedback to RTC on the value of such traveler information warnings and messages. As described in Task I, a., CONSULTANT will be responsible for all recruitment, training, and feedback processing from volunteers. Agency staff will be requested to support CONSULTANT where possible.
- ii. The vDMS app will be compatible with Apple CarPlay and Android Auto to reduce driver distraction.
 - a. Deployment of Traction Connect on the Apple and Android app stores is subject to approval by Apple and Google. It may be necessary for the duration of the pilot to continue utilization of Google Play Beta and Apple TestFlight.
- iii. All agency-configured TIM messages and incident messages from RITIS/ATMS CAD will also be displayed (crash, work zone, road closure, etc.). The CONSULTANT will hold a minimum of one (1) design meeting with the agency representatives to review operational app design and TIM constructor software. CONSULTANT will make necessary improvements or changes to workflows for defects and irregularities as noted by RTC/City agency representatives. Additional adjustments to workflows during the pilot project will be at the discretion of the CONSULTANT, based on feedback from the volunteer users and the RTC agency representatives.
- iv. The vDMS app will transmit basic safety messages (BSM) data in J2735 format (part 1) back to the vDMS cloud software, at ~5s frequency. For the purpose of conducting the pilot evaluation, in particular identifying the timeliness and effectiveness of message receipt within the geofence boundaries, all users will be required to supply their location data with the Traction Connect server while the Connect application is running.

While pilot users will be expected to engage the Connect app at minimum during business hours and during commuting, all participation from the users is completely voluntary and at the discretion of the volunteer. Use of the app when the user is off-duty, after-hours, on weekends, etc. will be at the discretion of the participant.

Deliverables:

- Design review meeting minutes
- vDMS demo app on Apple App Store TestFlight
- vDMS demo app on Google Play Store Beta

d. Operational evaluation:

- i. A minimum of three months of operational testing will be conducted. During the testing, the CONSULTANT will adjust the geofencing zones as necessary to provide accurate and timely information on behalf of RTC as identified by volunteer users and agency representatives. The on-street test will last no more than three (3) months. Bi-weekly meetings (as needed) will be held with CONSULTANT, RTC, and appropriate partner agency representatives to receive feedback and identify any specific adjustments to the prototype that would be required to improve performance or functionality. Attendance of partner agency representatives and volunteers at all progress meetings will be completely optional and voluntary. In addition, the CONSULTANT will email/SMS volunteer users periodically with user feedback forms to solicit feedback. As a pilot project, it will be the discretion of the CONSULTANT to add such features or functionality at the expense of the CONSULTANT or defer the implementation of such features or functionality to a future phase. At the conclusion of the testing period, the CONSULTANT will provide RTC with a technical memorandum which will summarize the results of the pilot, to include summary statistics and logs of alerts during the test period. The tech memo will include recommendations for potential roll out in a future project. In addition to the technical memorandum, the CONSULTANT will supply the following to RTC for evaluation (if desired):
 - a. Two months of GPS trajectories from each vDMS app trip from all participating volunteers
 - b. Two months of TIM messages (both manual and auto-created) from all participating agencies
 - c. Two months of Geofence detection (IN and OUT) events
 - d. Two months of anonymous user usage data
 - e. Associated necessary metadata (geofence definitions, etc.)
 - f. All user feedback response forms
- ii. As it may be likely that adjustments to geofences and algorithms are made during the test period, data provided to RTC will reflect the “final” configuration of the pilot area during the final month of the test.

Deliverables:

- Pilot summary technical memorandum
- Detailed database and metadata files for RTC Analysis
- User feedback commentary reports

e. Operations & Maintenance (O&M):

- i. After the completion of the Operational Evaluation, CONSULTANT will provide one year of full operational license for Traction Connect. During the operations and maintenance phase, CONSULTANT will provide all updates and upgrades to Traction Connect at no additional charge. CONSULTANT will maintain high availability of the software services (99.9% or better) under control of CONSULTANT. Downtime or connectivity issues determined to be the responsibility of others (RITIS, ATMS, etc.) will be repaired by others. CONSULTANT will make updates and revisions to Traction Connect software only during off-peak usage times, such as after business hours. CONSULTANT will support RTC in coordination with additional pilot user groups as necessary and onboarding of new users.
 - a. It is likely by the time of full operations (October 2023) that the Traction Connect app will be fully available to the public on Google Play and Apple App stores.
- ii. RTC will be responsible for public outreach and advertisement of the vDMS Traction Connect app. Up to four (4) new user coordination training and on-boarding events will be supported by CONSULTANT during the O&M phase.
- iii. RTC may elect to brand the white-label Traction Connect as an RTC app during the operations and maintenance period. CONSULTANT will support RTC to skin the Traction Connect app with RTC badging and re-deploy the app to Google and Apple app stores, if desired. Approval of the new app by Google and Apple is subject to their policies and timeframe, which are not under the control of CONSULTANT.
- iv. There will be no limit on the number of configured TIM messages, both automated and manually configured and no limit on the number of distributed Traction Connect apps. The Traction connect app will be provided to any RTC-approved user at no fee. Data costs for receipt of TIMs (and optional opt-in to share GPS location back with RTC) are the responsibility of the user.
- v. As it may be likely that adjustments to geofences and algorithms are made during the test period, data provided to RTC will reflect the “final” configuration of the pilot area during the final month of the test.

Deliverables:

- One year of unlimited use of traction connect
- Up to four (4) additional user recruitment events and all user configuration and training

J. Construction Phase Services or Engineering During Construction (Sole Option and Discretion of RTC)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. The following tasks summarize the major elements of Construction Support Services anticipated with this project.

1. Contract Administration: Provide contract administration services as follows:
 - a. Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
 - b. Visits to Site and Observation of Construction: CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by RTC in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep RTC informed of the general progress of the Work. CONSULTANT shall also provide recommendations to RTC for any construction changes necessitated by field conditions.
 - c. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide RTC a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - d. Review and provide recommendations on contractor's traffic control plans.

- e. CONSULTANT will review and provide feedback to the RTC on traffic control plans submitted to RTC for approval.
- f. Review and provide recommendations on contractor's construction schedule and work progress CONSULTANT will review and provide feedback to the RTC on the construction schedule and work progress submitted to the RTC for approval.
- g. Submittals: CONSULTANT will review and approve or take other appropriate action in respect to Submittals, Shop Drawings, Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- h. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- i. Recommendations with Respect to Defective Work. CONSULTANT will recommend to RTC that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- j. Clarifications and Interpretations: CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by RTC.
- k. Disagreements between RTC and Contractor: CONSULTANT will, if requested by RTC, render written decision on all claims of RTC and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to RTC or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- l. Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's

knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- m. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to RTC free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between RTC and Contractor that might affect the amount that should be paid.
- n. Substantial Completion: CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.
- o. Final Notice of Acceptability of the Work: CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
- p. Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as further defined in the scope of services below, and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of

tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.

- q. Change Orders: CONSULTANT may recommend Change Orders to RTC, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- r. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

2. Inspection

- a. "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the RTC any observed deficiencies. The following tasks summarize the major elements of Inspection anticipated with this project.
- b. Construction of the project that requires inspection is anticipated at 45 working days (9 weeks). A full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments and paving (15 working days anticipated). A part-time (3 hours per day) primary inspector will be on site during all other working days (30 working days anticipated). A full-time supplemental technician will be provided at 8 hours per day (5 working days anticipated) and will perform asphalt sampling and density testing during paving operations. The primary inspector will be responsible for the following items:
 - i. Attend the preconstruction conference.
 - ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
 - iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
 - iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and

- review of contractor daily progress logs.
- v. Provide materials quantity reports and assist in reviewing and analyzing contractor's monthly progress payments.
- vi. Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
- vii. Assist in preparation of the Punch List.
- viii. Maintain a field blueline set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

3. Materials Testing

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following tasks summarize the major elements of testing anticipated with this project:
- b. 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, concrete cylinder samples, and trenching backfill material. 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).

4. As-Built Information

- a. Record Drawings. Provide as-built record drawings for the completed project. A single file PDF format (11" x 17" at 300 dpi), will be provided to RTC for its files and distribution. 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.
- b. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:
 - i. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
 - ii. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.
- c. The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

K. Additional Software and System Implementation Support (Optional)

- 1. SPaT Countdown timer / Direct controller interface (Optional):
 - a. In the event that the City of Sparks ATMS (ATMS.now) cannot be augmented with TMDD or other status API for operational events, the CONSULTANT will obtain status data directly from traffic controllers

that support NTCIP 1202 communications (Trafficware v76 or Commander, or other controller type). The Traction Connect communications service software will be installed on the City of Sparks center to field network. This communications service will support retrieval of the critical events identified in Task I, but also enable the deployment of the countdown timer feature of the Traction Connect app.

- b. Countdown timer information will ONLY be displayed on the app when the user is approaching a red light at a configured signal. The signal status display will update in real-time to indicate approximate time when the signal is expected to turn green. Traction Connect will revert back to TIM message mode when the user's vehicle is clear of the supported signal (turns right or left or continues straight across the signal). Based on network reliability, latency differences of 1-5s may occur and are not correctable by CONSULTANT.
 - a. At the time of this project, the countdown timer display may optionally also display a recommended travel speed, not to exceed the posted speed limit, but also generally much slower than the posted speed in order to allow the vehicle a higher probability of traversing the signal without having to stop.

2. Additional year of Traction Connect Software License (Optional):

- a. After the pilot first year of operations subsequent years of use and support will be done under an extension of the services contract and an annual licensing fee.

L. Design Contingency

1. This is a contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval. A 8% contingency was added to the design tasks only.

Exhibit B

Compensation

**Exhibit B - Schedule of Services
RTC Sparks Intelligent Corridors**



TASK	DESCRIPTION	TASK TOTALS
A	Preliminary and General Items	\$ 16,240.00
B	Data Collection and Analysis	\$ 15,970.00
C	60% Design Phase	\$ 27,110.00
D	90% Design Phase	\$ 30,815.00
E	Final Design Phase	\$ 17,625.00
F	Bidding Services	\$ 4,345.00
	Total Design Services (Task A-F)	\$112,105.00
G	Signal Timing Plan Development	\$ 14,310.00
H	Data Support and Coordination	\$ 170,180.00
I	Virtual DMS	\$ 251,000.00
	Total System Services (Task G-H)	\$435,490.00
J	Engineering During Construction (Optional Services)	\$ 69,530.00
K	(Optional) Additional Software and System Implementation Support	\$ 119,500.00
L	Design Contingency (8% of Design)	\$ 44,000.00
	Total Not-to-Exceed Amount	\$780,625.00



Exhibit B - Schedule of Services

RTC Sparks Intelligent Corridors

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
		\$320	\$260	\$200	\$185	\$170	\$140	\$110	\$120				
A	Preliminary and General Items												
										0			\$0.00
	Project Management (12 months)									0			\$0.00
	Kickoff Meeting	1	4				4			9			\$1,920.00
	Monthly Progress calls		12	3		12				27			\$5,760.00
	Coordination Meetings (5)	1	8	8						17			\$4,000.00
	Planning		12						12	24			\$4,560.00
										0			\$0.00
	Subtotal Hours	2	36	11	0	12	4	0	12	77			
	Subtotal Fee	\$640.00	\$9,360.00	\$2,200.00	\$0.00	\$2,040.00	\$560.00	\$0.00	\$1,440.00		\$0		\$16,240.00
B	Data Collection and Analysis												
										0			\$0.00
	Field Review with Sparks, RTC			8			8			16	\$1,000	Travel	\$3,720.00
	Aerial mapping					10		10		20			\$2,800.00
	Centerline development				2		2			4			\$650.00
	Utility mapping			1		15	15	15		46			\$6,500.00
	Utility Coordination			1		5	5	5		16			\$2,300.00
										0			\$0.00
	Subtotal Hours	0	0	10	2	30	30	30	0	102			
	Subtotal Fee	\$0.00	\$0.00	\$2,000.00	\$370.00	\$5,100.00	\$4,200.00	\$3,300.00	\$0.00		\$1,000		\$15,970.00
C	60% Design Phase												
				1		5		5		11			\$1,600.00
	Cover, General Notes, Sheet Index (3)												
	Project details (6)				12		12			24			\$3,900.00
	Project fiber splice details (3)	2		4	4					10			\$2,180.00
	Interconnect Plans (6)				15	18	18	18		69			\$10,335.00
	OPC			1			7	7		15			\$1,950.00
	Quality Control Review		4	10	4	8	8			34			\$6,260.00
	Submit 60% RTC and utilities				1		5			6			\$885.00
	Subtotal Hours	2	4	16	36	31	50	30	0	169			
	Subtotal Fee	\$640.00	\$1,040.00	\$3,200.00	\$6,660.00	\$5,270.00	\$7,000.00	\$3,300.00	\$0.00		\$0		\$27,110.00
D	90% Design Phase												
				4	4		4			12			\$2,100.00
	Comment Review and Response												

Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	Cover, General Notes, Sheet Index (3)			1		1		1		3			\$480.00
	Project details (6)				10			10		20			\$3,250.00
	Project fiber splice details (3)	1	4	4	4					13			\$2,900.00
	Interconnect Plans (6)				8	8	8	8		32			\$4,840.00
	Prepare specifications	1	1	5	5	5	5			17			\$3,205.00
	OPC			1	1		7	7		16			\$2,135.00
	Quality Control Review		2	10	4	8	8			32			\$5,740.00
	Plan in Hand Field Walk			12			12			24	\$1,000	Travel for Field Walk	\$5,080.00
	Submit 90% RTC and utilities			1	1		5			7			\$1,085.00
	Subtotal Hours	2	7	38	37	17	59	16	0	176			
	Subtotal Fee	\$640.00	\$1,820.00	\$7,600.00	\$6,845.00	\$2,890.00	\$8,260.00	\$1,760.00	\$0.00		\$1,000		\$30,815.00
E	Final Design Phase												
	Comment Review and Response			4	4		4			12			\$2,100.00
	Cover, General Notes, Sheet Index (3)			1			1	1		3			\$480.00
	Project details (6)				4		4			8			\$1,300.00
	Project fiber splice details (3)		1	1	4					6			\$1,200.00
	Interconnect Plans (6)				5	5	5	5		20			\$3,025.00
	Prepare specifications		1	5	5	5	5			16			\$2,885.00
	OPC			1	1		4	4		10			\$1,385.00
	Quality Control Review	1	1	5	3	4	4			18			\$3,375.00
	Submit Bid documents to RTC			3	1		6			10	\$250	Printing/Delivery	\$1,875.00
	Subtotal Hours	1	3	20	27	10	32	10	0	103			
	Subtotal Fee	\$320.00	\$780.00	\$4,000.00	\$4,995.00	\$1,700.00	\$4,480.00	\$1,100.00	\$0.00		\$250		\$17,625.00
F	Bidding Services												
	Pre-Bid Meeting			1		3				4			\$710.00
	RFI Responses		1	2	5					8			\$1,585.00
	Bid Opening and Bid Tabs			4			3	3		10	\$500	Travel	\$2,050.00
										0			\$0.00
	Subtotal Hours	0	1	7	5	3	3	3	0	22			
	Subtotal Fee	\$0.00	\$260.00	\$1,400.00	\$925.00	\$510.00	\$420.00	\$330.00	\$0.00		\$500		\$4,345.00
G	Signal Timing Plan Development												
	Support RTC in prepare timing plans for 3 Scenarios	1	4	35		35				75			\$14,310.00
										0			\$0.00
										0			\$0.00
	Subtotal Hours	1	4	35	0	35	0	0	0	75			
	Subtotal Fee	\$320.00	\$1,040.00	\$7,000.00	\$0.00	\$5,950.00	\$0.00	\$0.00	\$0.00		\$0		\$14,310.00
H	Data Support and Coordination												

Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	Inrix Coordination and License Purchase		4	10		10				24	\$48,000	Regional License	\$52,740.00
	RITTIS Coordination		4	10		10				24	\$1,000	Travel (2 trips)	\$5,740.00
	ATMS.now Coordination	4	20	35		30				89	\$80,000	ATMS.now Enhancements	\$98,580.00
	Evaluation Memo	1	5	15		50				71			\$13,120.00
	Subtotal Hours	5	33	70	0	100	0	0	0	208			
	Subtotal Fee	\$1,600.00	\$8,580.00	\$14,000.00	\$0.00	\$17,000.00	\$0.00	\$0.00	\$0.00		\$129,000		\$170,180.00
I	Virtual DMS												
	Software Project Management and User Recruitment	12	25	40		62	63			202			\$37,700.00
	vDMS Cloud Installation and Configuration	5	30	60		90	90			275			\$49,300.00
	vDMS Mobile app	5	30	60		120	120			335			\$58,600.00
	Operational Evaluation	10	20	65		120	120			335	\$1,000	Travel (2 trips)	\$59,600.00
	Pilot)	5	40	45		80	80			250			\$45,800.00
										0			\$0.00
	Subtotal Hours	37	145	270	0	472	473	0	0	1,397			
	Subtotal Fee	\$11,840.00	\$37,700.00	\$54,000.00	\$0.00	\$80,240.00	\$66,220.00	\$0.00	\$0.00		\$1,000		\$251,000.00
J	Engineering During Construction (Optional Services)												
	45 Working Days									0			\$0.00
	Construction Administration		4	10	10	10	42		4	80	\$1,000	Travel (2 trips)	\$13,950.00
	Inspection			10	50	25	160			245	\$750	Mileage	\$38,650.00
	Material Testing			2	4	4	15			25	\$8,000	Materials Testing	\$11,920.00
	As-built information			4	2	2	25			33			\$5,010.00
										0			\$0.00
	Subtotal Hours	0	4	26	66	41	242	0	4	383			
	Subtotal Fee	\$0.00	\$1,040.00	\$5,200.00	\$12,210.00	\$6,970.00	\$33,880.00	\$0.00	\$480.00		\$9,750		\$69,530.00
K	(Optional) Additional Software and System Implementation Support												
	SPaT Countdown timer / direct controller interface (optional)	10	20	60		80	75			245			\$44,500.00
	One Year, Post Pilot License Fee									0	\$75,000	Traction Connect License fee	\$75,000.00
										0			\$0.00
	Subtotal Hours	10	20	60	0	80	75	0	0	245			
	Subtotal Fee	\$3,200.00	\$5,200.00	\$12,000.00	\$0.00	\$13,600.00	\$10,500.00	\$0.00	\$0.00		\$75,000		\$119,500.00
L	Design Contingency (8% of Design)											8% of Design	\$44,000.00
	Total Services Hours	60	257	563	173	831	968	89	16	2,957			
	Total Services Fee	\$19,200.00	\$66,820.00	\$112,600.00	\$32,005.00	\$141,270.00	\$135,520.00	\$9,790.00	\$1,920.00		\$217,500		\$780,625.00

Exhibit C

Indemnification and Insurance Requirements

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

2022-03-09 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC and City of 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 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, act, or omission arising out of the scope of CONSULTANT'S services provided under this Agreement with a limit of not less than **\$1,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

14. NETWORK SECURITY AND PRIVACY LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Amanda Callegari, Engineer II

RECOMMENDED ACTION

Approve a contract with Nichols Consulting Engineers, CHTD, to provide design services and optional engineering during construction for the North Virginia Street University Rehab Project, in an amount not to exceed \$478,819.50.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD is for professional design services for the North Virginia Street University Rehabilitation Project in the amount of \$263,857.50 and optional engineering during construction services (EDC) in the amount of \$214,962.00. The project includes pavement rehabilitation of Virginia Street from the Lawlor roundabout to McCarran Boulevard.

Nichols Consulting Engineers, CHTD 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. Negotiation of Nichols Consulting Engineers, CHTD's scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers, CHTD (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program shortlist to perform Design and Engineering Services in connection with the N. Virginia Street University 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, 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 the 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 Services (Tasks A to H)	\$243,857.50
Optional Design Contingency (Task I)	\$20,000.00
Optional EDC Services (Task J to N)	\$194,962.00
<u>Optional EDC Contingency (Task O)</u>	<u>\$20,000.00</u>
Total Not-to-Exceed Amount	\$478,819.50

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

If it is later determined by RTC that CONSULTANT had an excusable reason for not performing, such as a fire, flood, or events which are not the fault of or are beyond the

control of CONSULTANT, RTC, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

12.2. CONSULTANT' Project Manager is Angela Hueftle 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
Amanda Callegari, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1881

CONSULTANT: Angela Hueftle, P.E.
Principle
NCE
1885 S. Arlington, Suite 111
Reno, NV 89509
(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

Scope of Services

EXHIBIT A
SCOPE OF SERVICES
FOR THE
N. VIRGINIA STREET UNIVERSITY REHABILITATION PROJECT

2.1. **SCOPE OF SERVICES**

CONSULTANT will provide engineering services for the N. Virginia Street University Rehabilitation Project. The project limits include N. Virginia Street from the Lawlor roundabout to N. McCarran Blvd. Pavement reconstruction will extend into the outer limits of the N. McCarran Blvd. intersection to the existing joint. N. Virginia Street is City of Reno right-of-way and the N. McCarran Blvd. intersection is Nevada Department of Transportation (NDOT) right-of-way. Anticipated improvements include portions of sidewalk, curb and gutter, median, driveway, and pedestrian ramp replacement, roadway reconstruction, bike lanes, utility adjustments, and traffic loop replacements. No new utility or utility relocation design, other than utility adjustments, is included. The scope of services will generally consist of the following tasks:

2.1.A. Project Management

1. Team and Project Management
 - a. CONSULTANT'S Project Manager will serve as RTC's single point of contact on the contract and will have primary responsibility for coordinating the efforts of the project team and subconsultants. Specific project management tasks to be conducted by CONSULTANT'S Project Manager include monthly budgeting, invoicing, scheduling, subconsultant invoicing, and general project administration. It is assumed the project design duration will be 15 months.
2. Project Coordination
 - a. 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'S Project Manager will participate in 50% and 90% design review meetings.

2.1 B. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. Not applicable.
2. Visual Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include cracking, potholes, rutting, and

raveling. Pavement coring locations will be marked during this site visit.

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

3. Traffic Data.

- a. 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.
- b. RTC Bus Route 7 operates on N. Virginia Street through the project limits. It is assumed that the RTC will provide the bus type, bus weight, and operating schedule (current and future) to estimate the future 18-kip ESAL applications from these busses.

4. Pavement Structural Investigation.

- a. Coring/Boring. 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. It is anticipated that three (3) pavement core locations and nine (9) cores/bulk samples of subgrade material will be required (3 per coring location to obtain enough soil for laboratory testing). CONSULTANT will obtain a no-cost encroachment permit from the City of Reno for coring/soil sampling. Traffic control (lane closure) will be provided.

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

Following pavement coring, the subsurface soils will be augered to a depth of three feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. 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. The results of the field investigation and associated laboratory testing will be summarized in a written report.

5. Backcalculation Analysis. Not applicable.
6. Develop Feasible Rehabilitation/Reconstruction Alternatives. CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:
 - Full Reconstruction
 - Roadbed modification (reconstruction)

Upon completion of the 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.

7. Conduct Life-Cycle Cost Analysis. (Not Applicable)
8. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project.
9. Utility Investigation/Depiction
 - a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.F, Preliminary Design.
 - b. Subsurface Utilities: 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.
 - c. Utility Coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project.

RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. 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. Utility coordination meetings will be held with the RTC and affected utility companies. CONSULTANT will coordinate the meetings with the RTC Project Manager, prepare meeting agendas, and provide meeting summaries following the meeting. It is assumed three (3) utility coordination meetings will be held.

CONSULTANT will distribute design review submittals (50% & 90%) to utility agencies for review and comment and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

- d. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall request approval from RTC to pothole a sufficient number of locations to make such a determination, as part of Task 2.1I, Design Contingency.

- 10. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.B (with the exception of the utility investigation task) 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 Entities standards.

2.1C. Topographic Mapping

- 1. Topographic Survey. 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 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 of N. Virginia Street with 150' southwesterly at the Sierra Street intersection, 100' northeast at the Comstock Drive intersection, and 50' easterly at the 16th and 17th 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 obtain current Washoe County’s GIS boundary shape files relative to the right-of-way and the boundaries of the parcels which adjoin the roadway. CONSULTANT will utilize this data in conjunction with centerline monuments or property corners found during the topographic survey to geo-reference boundary line work to resolve the project site’s boundaries. The record right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included in this task. CONSULTANT will utilize the data gathered during the topographic survey in conjunction with the GIS level boundary base map to prepare a digital base map for the project site.

2.1D. Right-of-Way Engineering (Optional)

1. Preliminary Title Reports. CONSULTANT will obtain up to eleven (11) preliminary title reports 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 reports 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 11 title reports will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated title reports to RTC.
2. Boundary Survey and Legal Descriptions. It is estimated that three (3) temporary construction easements on three properties will be required for construction of pedestrian path sidewalk and ramp improvements. CONSULTANT will review title reports for an estimated three (3) 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 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 3 legal descriptions and exhibit figures.

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

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 that identifies 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, and easement purpose. The summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements.
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:

1. Preliminary title reports and updated vesting deeds
2. Right-of-way setting meeting agenda and summary
3. Right-of-way summary
4. Right-of-way maps
5. Legal descriptions and exhibits

2.1E. Public Outreach

1. Public Information Meeting. CONSULTANT will prepare applicable exhibits for 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 one (1) 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 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:

1. Public information meeting exhibits
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 four (4) one-on-one presentations and/or meetings during this project. CONSULTANT will provide meeting minutes as directed by RTC.

Deliverables:

1. Community stakeholder meeting exhibits and summaries

2.1.F. Preliminary Design

1. Plans and Estimate. Prepare 50% preliminary Plans and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.
2. Loop Detection Plan. CONSULTANT will prepare plans, specifications, and estimate (PS&E) for the replacement of loop detection at the N. Virginia/N. McCarran and N. Virginia/N. Sierra/Comstock intersections.
3. Bike Lane Alternatives Development. CONSULTANT will prepare up to three (3) roadway striping alternatives to accommodate bike lanes throughout the Project limits. Schematic plans consisting of cross-sections and long plots will be submitted to the RTC and City of Reno for review prior to the 50% stage of completion per the following:
 - Two 11"x17" sets and electronic (PDF) to RTC, electronic (PDF) set to Local Entity, and electronic (PDF) set to other affected parties.

The approved roadway striping configuration will be incorporated into the 50% preliminary and final construction plans.

2.1.G. Final Design

1. Prepare Final Plans and Specifications

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

The final construction plans will be on 22" x 34" size sheets 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)
- Loop Detection Plan Sheets (at 1"=10' scale)
- Signage and Striping Sheets (at 1"=20')
- Detail Sheets (scales as noted)

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

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

Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:

- 50% & 90% 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.
- 90% Specifications – One hard copy and electronic (PDF) to RTC and electronic (PDF) to Local Entity.
- 100% Plans – Two 11”x17” sets and electronic (PDF) to RTC and one electronic (PDF) set to Local Entity.
- 100% Specifications – One hard copy and electronic (PDF) to RTC and electronic (PDF) to Local Entity.
- Final Working Plan Set – One 22”x34” set to RTC, two 11”x17” sets and electronic (PDF) to RTC and electronic (PDF) set to Local Entity.
- Final Working Specification Document – One set and electronic (PDF) to RTC and electronic (PDF) to Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

2. Final Engineer’s Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.
3. NDOT Right-of-Way Occupancy Permit Application. CONSULTANT will prepare and submit a right-of-way occupancy permit application to NDOT for paving improvements within N. McCarran Blvd. CONSULTANT will complete the standard occupancy permit form, drainage information form, and four sets of detailed color-coded drawings required for the application. The application fee is not included as part of the CONSULTANT’s fee estimate. CONSULTANT assumes a traffic impact study, stormwater pollution prevention plan, and noxious weed management checklist will not be required.

2.1.H. Bidding Services

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

2.1.I. Design Contingency (Optional)

1. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.A. to 2.1.H. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

2.1.J - O Construction Services (Optional) - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

2.1.J. Contract Administration (Optional)

1. Provide contract administration services as follows:
 - Prepare conformed plans and specifications
 - Attend the preconstruction conference
 - Perform construction coordination
 - Review and provide recommendations on contractor's traffic control plans
 - Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
 - Review and provide recommendations on test results

- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying, and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

2.1.K. Construction Surveying (Optional)

Provide construction staking as follows:

- One set of stakes for the curb and gutter and related improvements will consist of offset and when required line stakes for proposed curb and gutter, sidewalk, pedestrian ramps, driveway aprons, and median curbs. Construction stakes will be set at angle points, grade breaks, radius points, centerline pedestrian ramps, pedestrian ramps ¼ points around curb returns, begin and end of driveways, begin and end of curves, and points on line not to exceed 50' station increments on tangent runs and 25' increments along curves.
- One set of stakes for the roadway improvements will consist of offset and when required line stakes for the proposed vertical and horizontal roadway centerline alignments. Construction stakes will be set at angle points, grade breaks, radius points, begin and end of horizontal and vertical curves, high and low points of vertical curves, and points on line not to exceed 100' station increments on tangent runs and 50' increments along curves. Stakes will be graded to the nearest one hundredth of a foot of the proposed roadway centerline finished grades and will depict the roadway stationing, offset distances, and paving cross slope to the street centerline.
- Upon completion of paving, one set of stakes for locations of water and gas valve risers, utility vaults, sanitary sewer and storm drain manholes and survey monument wells to facilitate their raising to finish grade
- Upon completion of paving, reset of centerline survey monuments

2.1.L. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 40 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 daily to RTC and weekly to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 70 hours of field inspection and sampling are anticipated.

2.1.M. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 3 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces, and plasticity index.
3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.

4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 165 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each “lot” (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.N. As-Built Information (Optional)

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

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

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

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

2.1.O Construction Contingency (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.J. to 2.1.N. 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-1

PRELIMINARY PROJECT SCHEDULE

N. Virginia Street University Rehabilitation Project			
Milestone	Begin	End	Duration
RTC Board Approval	October 2022		
NTP	October 2022		
Investigation of Existing Conditions	November 2022	January 2023	10 weeks
Preliminary Design	January 2023	March 2023	8 weeks
Final Design including reviews	March 2023	August 2023	20 weeks
Utility Coordination	March 2023	August 2023	6 months
Public Information Meeting	September 2023	September 2023	1 day
Right of Way	June 2023	January 2024	8 months
Advertise	January 2024	January 2024	4 weeks
Construction NTP	May 2024		
Construction Completion	July 2024		8 weeks

EXHIBIT A-2

KEY PERSONNEL

Key personnel assigned to this project include:

- Angie Hueftle, PE – Project Manager
- Franz Haidinger, PE – QA/QC
- Michon Reede, PE – Project Engineer
- Nicholas Shaffer - CAD Designer
- Jeff Stempihar, PE– Materials Engineer
- Dick Minto – Construction Management/Inspection
- Erik Lee, PE (BBV) – Topographic Mapping and Survey
- Grant Alexander, PLS (BBV) – Right-of-Way Services
- Headway Transportation – Traffic Design
- CME – Laboratory Services and Materials Testing

Exhibit B

Compensation



**N VIRGINIA ST UNIVERSITY REHABILITATION PROJECT
SCHEDULE OF CHARGES 2022**

PROFESSIONAL SERVICES

Principal.....	\$285/hour
Associate	\$225/hour
Senior II	\$195/hour
Senior I	\$185/hour
Project II	\$175/hour
Project I	\$165/hour
Staff II	\$155/hour
Staff I	\$145/hour

TECHNICAL SERVICES

Senior Construction Manager	\$150/hour
Construction Inspector	\$130/hour
Senior Designer	\$160/hour
CADD Designer	\$140/hour
CADD Technician.....	\$125/hour
Senior Field Scientist	\$125/hour
Field Scientist	\$105/hour
Senior Technician	\$130/hour
Field/Engineering Technician	\$105/hour
Project Administrator	\$115/hour
Technical Editor	\$105/hour
Clerical	\$95/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	\$345/hour
Court Appearances & Depositions	\$575/hour

EQUIPMENT

Plotter Usage.....	(separate fee schedule)
Truck	\$105/day
Automobile.....	IRS Standard Mileage Rate+5%
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 + 5%

**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.

Task No.	Description	Hourly Rate	Principal	Associate	Project II	Project I	Senior Designer	CAD Designer	Staff I	Senior Construction Manager	Senior Technician/Inspector	Clerical	Expenses	Subconsultant (includes 5% markup)	Totals
2.1A	Project Management														
1	Team and Project Management		\$285.00	28	\$175.00	\$163.00	\$160.00	\$140.00	\$145.00	\$150.00	\$130.00	\$95.00	\$100		\$8,110.00
2	Project Coordination		\$0.00	20	\$0.00	\$2,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,710.00	\$40	\$0.00	\$7,180.00
	Subtotal Fees														\$15,290.00
2.1B	Investigation of Existing Conditions														
2.a	Condition Survey	12	\$0.00	12	\$34	\$76	\$0	\$0	\$52	\$0	\$24	\$12	\$100.00		\$3,340.00
2.b	Crub/Gutter Survey	1	\$0.00	4	\$6	\$4	\$0	\$0	\$0	\$0	\$8	\$8	\$100.00		\$1,800.00
3.a	Traffic Analysis	1	\$0.00	1	\$6	\$2	\$0	\$0	\$0	\$0	\$8	\$8	\$5,000.00	\$7,000.00	\$14,855.00
4.a	Pavement Structural Investigation	1	\$0.00	2	\$4	\$4	\$0	\$0	\$0	\$0	\$8	\$8	\$0.00	\$0.00	\$3,380.00
6	Develop Feasible Alternative	1	\$0.00	2	\$8	\$8	\$0	\$0	\$0	\$0	\$8	\$8	\$0.00	\$0.00	\$8,850.00
8	Develop Recommended Alternative	2	\$0.00	2	\$4	\$4	\$0	\$0	\$0	\$0	\$8	\$8	\$0.00	\$0.00	\$7,080.00
9.a & 9.b	Utility Investigation	2	\$0.00	16	\$36	\$16	\$225.00	\$0.00	\$0.00	\$0.00	\$4	\$4	\$40.00	\$0.00	\$8,850.00
9.c	Utility Coordination	3	\$0.00	20	\$16	\$20	\$225.00	\$0.00	\$0.00	\$0.00	\$4	\$4	\$25.00	\$0.00	\$5,540.00
10	Prepare Written Report	3	\$3,420.00	3	\$8	\$12	\$0.00	\$0.00	\$7,540.00	\$0.00	\$3,120.00	\$1,140.00	\$5,490.00	\$7,000.00	\$48,900.00
	Subtotal Fees														\$36,015.00
2.1C	Topographic Mapping														
1	Topographic Survey	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,015.00
	Subtotal Fees														\$36,015.00
2.1D	Right of Way Engineering (Optional)														
1	Preliminary Title Reports	6	\$0.00	0	\$0.00	\$24	\$10	\$20	\$0	\$0	\$0	\$0	\$8,662.50		\$9,892.50
2	Boundary Survey and Legal Descriptions	1	\$0.00	1	\$4	\$4	\$4	\$4	\$0	\$0	\$0	\$0	\$30.00	\$7,875.00	\$9,380.00
3	Right of Way Setting	2	\$0.00	12	\$6	\$12	\$6	\$16	\$0	\$0	\$0	\$0	\$30.00	\$0.00	\$3,540.00
4	Right of Way Maps	1	\$0.00	4	\$4	\$4	\$4	\$16	\$0	\$0	\$0	\$0	\$30.00	\$0.00	\$3,855.00
	Subtotal Fees														\$26,667.50
2.1E	Public Outreach														
1	Public Information Meeting	3	\$0.00	0	\$0.00	\$22	\$0	\$10	\$0	\$0	\$0	\$0	\$100.00		\$2,675.00
2	One-on-One Meeting	1	\$0.00	16	\$16	\$16	\$0	\$10	\$0	\$0	\$0	\$0	\$100.00		\$3,310.00
	Subtotal Fees														\$5,985.00
2.1F	Preliminary Design														
1	Prepare 50% P&E	10	\$855.00	0	\$0.00	\$24	\$42	\$100	\$40	\$0	\$0	\$0	\$150.00		\$22,190.00
2	Loop Detection Plan	8	\$0.00	16	\$40	\$60	\$40	\$60	\$16	\$0	\$0	\$0	\$75.00	\$3,150.00	\$3,150.00
3	Bike Lane Alternatives Development	2	\$2,850.00	0	\$0.00	\$3,960.00	\$6,720.00	\$14,000.00	\$5,800.00	\$0.00	\$0.00	\$0.00	\$225.00	\$3,150.00	\$11,365.00
	Subtotal Fees														\$36,705.00
2.1G	Final Design														
1.a	Prepare 90% PS&E	28	\$0.00	0	\$90	\$24	\$12	\$154	\$60	\$0	\$0	\$0	\$150.00	\$5,250.00	\$38,980.00
1.b	Prepare 100% and Final PS&E	16	\$0.00	60	\$8	\$90	\$4	\$40	\$32	\$0	\$0	\$0	\$150.00	\$2,100.00	\$17,760.00
2	Prepare Final Engineer's Estimate	8	\$0.00	30	\$4	\$40	\$4	\$40	\$12	\$0	\$0	\$0	\$25.00	\$0.00	\$4,235.00
3	NDOT ROW Occupancy Permit	2	\$7,980.00	2	\$15,750.00	\$3,960.00	\$1,920.00	\$2,150.00	\$8,700.00	\$0.00	\$0.00	\$0.00	\$250.00	\$7,350.00	\$67,795.00
	Subtotal Fees														\$67,795.00
2.1H	Bidding Services														
1	Distribute Final PS&E	1	\$0.00	0	\$0.00	\$18	\$2	\$18	\$0	\$0	\$0	\$4	\$25.00		\$1,410.00
2	Conduct Pre-Bid Meeting & Addenda	1	\$0.00	8	\$8	\$8	\$2	\$14	\$0	\$0	\$0	\$0	\$25.00		\$3,910.00
3	Attend Bid Opening & Tabulate Bids	1	\$0.00	6	\$6	\$6	\$6	\$6	\$0	\$0	\$0	\$0	\$25.00		\$1,180.00
	Subtotal Fees														\$6,500.00
2.1I	Design Contingency (Optional)														
															\$20,000.00
	Sub-Total Design Services														\$263,857.50
2.1.J-O	Construction Services (Optional)														
8	Contract Administration (Optional)	8	\$17,100.00	0	\$21,700.00	\$33,660.00	\$10,560.00	\$43,120.00	\$22,040.00	\$0.00	\$3,120.00	\$3,230.00	\$15,277.50	\$60,550.00	\$263,857.50
6	Construction Surveying (Optional)	6	\$0.00	0	\$0.00	\$48	\$40	\$24	\$24	\$100	\$400	\$16	\$100.00	\$5,460.00	\$33,760.00
	Subtotal Fees														\$31,500.00
	Subtotal Construction Services Fees (Optional)														\$65,329.25
	Subtotal Construction Services Fees (Optional)														\$58,122.75
	Subtotal Construction Services Fees (Optional)														\$6,260.00
	Subtotal Construction Services Fees (Optional)														\$20,000.00
	Total Fees														\$478,819.50

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this

agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Kimberly Diegle, Project Manager

RECOMMENDED ACTION

Approve a contract with Eastern Sierra Engineering to provide design services and optional engineering during construction for the Stanford Way Rehabilitation Project from Greg Street to Glendale Avenue in an amount not to exceed \$451,635.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Eastern Sierra Engineering is for professional design services for the Stanford Way Rehabilitation Project in the amount of \$215,635, and optional engineering during construction services (EDC) in the amount of \$236,000. The project includes the rehabilitation of Stanford Way from Greg Street to Glendale Avenue and the addition of sidewalk on one side of Stanford Way along the same limits.

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

FISCAL IMPACT

Appropriations are included in the FY 2023 Capital 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 _____, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Eastern Sierra Engineering, P.C. (“CONSULTANT”).

WITNESSETH:

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

drawings, technical specifications, or other data by RTC, CONSULTANT shall have the responsibility of supplying all items and details required for the deliverables required hereunder.

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Design and Bidding Services (Tasks 1 to 6)	\$205,635.00
Design Contingency(Task 7)	\$10,000.00
<u>Optional EDC Services (Tasks 8 to 12)</u>	<u>\$216,000.00</u>
<u>EDC Contingency (Task 13)</u>	<u>\$20,000.00</u>
Total Not-to-Exceed Amount	\$451,635.00

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is 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 Shawn Jenkins 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
(775) 335-1844

CONSULTANT: Shawn Jenkins, P.E.
Principal Engineer
Eastern Sierra Engineering, P.C.
4515 Towne Drive
Reno, NV 89521
(775) 828-7220 x201

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

EASTERN SIERRA ENGINEERING, P.C.

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

Exhibit A

Scope of Services

Exhibit A

SCOPE OF SERVICES

1. PROJECT MANAGEMENT

Prepare monthly progress reports, invoices, and billing.

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

Other interested parties will include the City of Sparks.

Deliverables – Invoicing and progress reports.

2. PUBLIC AND AGENCY INVOLVEMENT

Public Information Meeting

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

CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. CONSULTANT will provide addressed post cards for the meeting (anticipated to include properties within 500-feet of the project area) to RTC to mail (RTC will pay postage separately). CONSULTANT will perform email of post card notifications as necessary.

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

Deliverables – Meeting materials, power point presentations

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. CONSULTANT will provide the meeting minutes as directed by RTC.

Deliverables – Community stakeholder meeting exhibits and summaries

3. INVESTIGATION OF EXISTING CONDITIONS

3.1 Traffic Data

The CONSULTANT will obtain traffic data from the RTC Planning and/or City of Sparks. Utilities within the project area will be located and assessed for possible conflict with the proposed project. Topographic mapping and Boundary will be determined to meet design needs.

3.2 Visual Condition Survey

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

CONSULTANT will evaluate existing curb and gutter and driveway approaches based upon RTC criteria. CONSULTANT will evaluate existing pedestrian ramps for compliance with current ADA standards.

3.3 Geotechnical Investigation and Pavement Design

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

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

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

Upon completion of the geotechnical investigation and pavement design, 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.

Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project.

Deliverables – Geotechnical Investigation and Pavement Design Report

3.4 Utility Investigation/Depiction

Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway R/W, and areas reasonably affected.

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.

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

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

3.5 Utility Potholing (Sole Option and Discretion of RTC)

Should insufficient information be available from existing records to determining whether or not conflicts between the proposed work and existing utilities will occur, CONSULTANT will request approval from RTC to hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits. Deliverables will include: Depiction of subsurface utilities on plan sheets developed during Preliminary Design and information collected at each pothole.

3.6 Topographic Survey

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

can be replaced after construction activities have been completed

CONSULTANT will provide field topo survey in a digitized format for plan view at a scale of 1"=20' with a width at least 40 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb.

All key existing features of the project site will be located and shown on the plan. These features shall include but not be limited to, buildings, road cross section features, drainage features, hardscape features, and all utility features and structures.

Deliverables – Topographic survey in CAD format

3.7 Right of Way Mapping

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

Deliverables – Record Right of Way in CAD format

3.8 Right of Way Engineering Services

It is estimated approximately four (4) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 4 individual parcels. This will include Property record research, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and Exhibit maps of individual affected parcels. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

It is estimated approximately sixteen (16) parcels will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an encroachment exhibit for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

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

Deliverables – property boundary for four (4) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements

on each parcel. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Sixteen (16) permission to construct exhibits to also be provided.

4. PRELIMINARY DESIGN

4.1 Preliminary Roadway Design (50% Design)

CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Sparks staff at the project site to discuss the preliminary design layout of the new sidewalk.

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

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

4.2 Sidewalk Connectivity

CONSULTANT will evaluate the installation of a five-foot sidewalk for the length of the project on one side of the roadway. The evaluation will include potential right-of-way impacts and will be coordinated with the City of Sparks.

4.3 Stanford Way/Greg Street Traffic Signal Inventory

CONSULTANT will inventory the existing traffic signal to include identification of pull box(s) size and locations, determine the number and size of conduits, identify existing equipment installed in the controller cabinet and recommend necessary modifications to the traffic signal to allow for push button stations to be upgraded to audible stations.

5. FINAL DESIGN

5.1 Prepare Final Plans and Specifications

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

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, R/W lines, cross-sections and construction/slope limits. The final plan set is anticipated to include approximately 20 sheets and will include approximately the following sheets:

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

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

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

- 50% & 90% Plans – One 11"x17" set and electronic (PDF) to RTC, PDF set to City of Sparks, and PDF set each to utility agencies.
- 90% Specifications – One set and PDF to RTC and PDF to City of Sparks
- 100% Plans – One 11"x17" set and PDF to RTC, PDF set to City of Sparks
- 100% Specifications – One set and PDF to RTC, PDF to City of Sparks
- Final Working Plan Set – One 22"x34" set to RTC, two 11"x17" sets to RTC and electronic (PDF) set to RTC and City of Sparks.

- Final Working Specification Document – One set to RTC and electronic (PDF) to City of Sparks, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

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

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

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

Deliverables – Opinion of Probably cost and time of construction.

5.3 NDOT Right-of-Way Occupancy Permit Application (Sole Option and Discretion of RTC)

CONSULTANT will prepare and submit a right-of-way occupancy permit application to NDOT for pedestrian ramp and paving improvements within Glendale Avenue if the project encroaches in NDOT right-of-way. CONSULTANT will attend a pre-submittal meeting with NDOT to identify the category and requirements of the permit application, complete the standard occupancy permit form, drainage information form, and four sets of detailed color-coded drawings required for the application. The application fee is not included as part of the CONSULTANT’s fee estimate. CONSULTANT assumes a traffic impact study, stormwater pollution prevention plan, and noxious weed management checklist will not be required.

5.4 Traffic Signal Modification Design Stanford Way/ Greg Street (Sole Option and Discretion of RTC)

CONSULTANT will prepare traffic signal plans to include establishing new equipment locations consistent with intersection modifications (new pedestrian ramps, new pedestrian push buttons/poles), design of new conduit, conductors, push button locations and vehicle detection loops within rehabilitation limits. Design plans will include required notes, equipment schedules, and conduit/conductor schedules.

6. BIDDING SERVICES

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

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

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

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

7. DESIGN CONTINGENCY (Sole Option and Discretion Of RTC)

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

8. CONSTRUCTION SERVICES (Sole Option and Discretion Of RTC) – ANTICIPATE A 60 WORKING DAY CONTRACT

Provide contract administration services as follows:

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

- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

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

CONSULTANT shall provide construction surveying for the project to include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Project Schedule

Project Schedule Stanford Way Reconstruction Project			
Milestone	Begin	End	Duration
RTC Board Approval	10/21/2022		
NTP	10/21/2022		
Preliminary Design	10/24/2022	3/3/2023	19 weeks
Preliminary Design Submittal - 50%	3/3/2023		
Submit R/W Summary Spreadsheet	3/3/2023		
Agency Review	3/6/2023	3/31/2023	4 weeks
Final Design - 90%	4/3/2022	7/7/2023	14 weeks
Submit R/W Exhibits, Legal Description and Title Reports *	7/7/2023		6 months
Final Design Submittal - 90%	7/7/2023		
Agency Review	7/10/2023	7/28/2023	3 weeks
Final Plans - 100%	7/31/2023	8/18/2023	3 weeks
Final Plans Submittal - 100%	8/18/2023		
Submit Permissions to Construct spreadsheet and figures	8/18/2023		
Agency Review	8/21/2023	9/1/2023	2 weeks
Advertise	9/13/2023	10/18/2023	5 weeks
Open Bids	10/25/2023		
Construction NTP	4/8/2024		
Construction Complete	6/28/2024		60WD

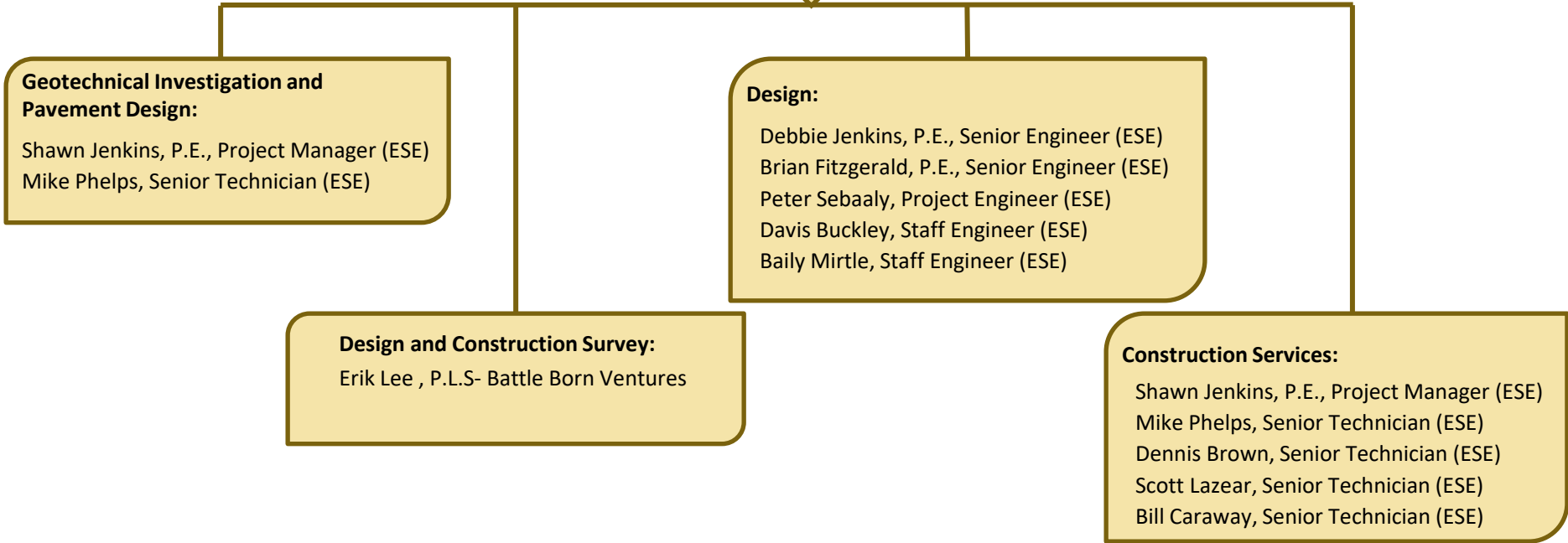
* - Right-of-way acquisition to be completed by RTC

Exhibit A – Project Team

RTC Project Manager
Kimberly Diegle, P.E.



ESE Project Manager
Shawn Jenkins, P.E.



Geotechnical Investigation and Pavement Design:
Shawn Jenkins, P.E., Project Manager (ESE)
Mike Phelps, Senior Technician (ESE)

Design:
Debbie Jenkins, P.E., Senior Engineer (ESE)
Brian Fitzgerald, P.E., Senior Engineer (ESE)
Peter Sebaaly, Project Engineer (ESE)
Davis Buckley, Staff Engineer (ESE)
Baily Mirtle, Staff Engineer (ESE)

Design and Construction Survey:
Erik Lee, P.L.S- Battle Born Ventures

Construction Services:
Shawn Jenkins, P.E., Project Manager (ESE)
Mike Phelps, Senior Technician (ESE)
Dennis Brown, Senior Technician (ESE)
Scott Lazear, Senior Technician (ESE)
Bill Caraway, Senior Technician (ESE)



Exhibit B

Compensation

Exhibit B

Cost Proposal for the Stanford Way Reconstruction Project

Task Description	Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Senior Tech Overtime (\$120/hr)	Expenses	Sub- consultant
Task 1 - Project Management								
Monthly Progress reports, invoices and billings	120							
Task 1 Hours Subtotal	120	0	0	0	0	0		
Task 1 Labor Costs	\$15,600.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 1 Non Labor Costs							\$ -	\$ -
Task 1 Non Labor Markup (5%)								\$ -
Task 1 Total	\$ 15,600.00							
Task 2 Public and Agency Involvement								
Public Information meeting (s)	12		20	12				
Task 2 Hours Subtotal	12	0	20	12	0	0		
Task 2 Labor Costs	\$ 1,560.00	\$ -	\$ 2,400.00	\$ 1,200.00	\$ -	\$ -		
Task 2 Non Labor Costs							\$ -	\$ -
Task 2 Non Labor Markup (5%)								\$ -
Task 2 Total	\$ 5,160.00							
Task 3 Investigation of Existing Conditions								
3.1 Traffic Data	2		4					
3.2 Visual Condition Survey	2		8	8				
3.3 Geotechnical Investigation and Pavement Design								
Field Exploration (4 test pits) (Sierra Nevada Construction)					20			\$ 7,500.00
Pavement Design	12						\$ 5,610.00	
Report	12	8	8		20			
3.4 Utility Investigation/Depiction		4		10				
3.5 Utility Potholing								
3.6 Topographic Survey (Battle Born Ventures)	8							\$18,000.00
3.7 Right of Way Mapping (Battle Born Ventures)	4							\$ 3,000.00
3.8 Right of Way Engineering Services								
Four (4) Permanent and/or temporary easements (Battle Born Ventures)	12		12					\$15,000.00
Sixteen (16) Permissions to Construct	8	8		40				\$ -
Task 3 Hours Subtotal	60	20	32	58	40	0		
Task 3 Labor Costs	\$ 7,800.00	\$ 2,800.00	\$ 3,840.00	\$ 5,800.00	\$ 4,000.00	\$ -		\$ -
Task 3 Non Labor Costs							\$ 5,610.00	\$43,500.00
Task 3 Non Labor Markup (5%)								\$ 2,175.00
Task 3 Total	\$ 75,525.00							
Task 4 Preliminary Design								
4.1 Preliminary Roadway Design (50% Design)	40	20	120	120				
4.2 Sidewalk Connectivity								
4.3 Stanford Way/Greg Street Traffic Signal Inventory (Headway)								\$ 2,000.00
Task 4 Hours Subtotal	40	20	120	120	0	0		
Task 4 Labor Costs	\$ 5,200.00	\$ 2,800.00	\$14,400.00	\$12,000.00	\$ -	\$ -		
Task 4 Non Labor Costs							\$ -	\$ 2,000.00
Task 4 Non Labor Markup (5%)								\$ 100.00
Task 4 Total	\$ 36,500.00							

Exhibit B - Cost Proposal for the Stanford Way
Reconstruction Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Senior Tech Overtime (\$120/hr)	Expenses	Sub- consultant
Task 5 Final Design									
5.1 Prepare Final Plans and Specifications		100	40	120	120				
5.2 Engineers Opinion of Probable Construction Cost and Time		12		8					
5.3 NDOT Right-of-way Oocupancy Permit Application		20	20			20			
5.4 Traffic Signal Modification Design (Headway)									\$13,000.00
Task 5 Hours Subtotal		132	60	128	120	20	0		
Task 5 Labor Costs		\$17,160.00	\$ 8,400.00	\$15,360.00	\$12,000.00	\$ 2,000.00	\$ -		
Task 5 Non Labor Costs								\$ -	\$13,000.00
Task 5 Non Labor Markup (5%)									\$ 650.00
Task 5 Total	\$ 68,570.00								
Task 6 Bidding Services									
Prebid meeting, bid opening and bid review		20	12						
Task 6 Hours Subtotal		20	12	0	0	0	0		
Task 6 Labor Costs		\$ 2,600.00	\$ 1,680.00	\$ -	\$ -	\$ -	\$ -		
Task 6 Non Labor Costs									
Task 6 Non Labor Markup (5%)									\$ -
Task 6 Total	\$ 4,280.00								
Task 7 Design Contingency									
Design Contingency	\$ 10,000.00								
Total Task 7	\$ 10,000.00								
Total Design Services Design Through Bidding (Tasks 1 -6)	\$ 205,635.00								
Total Design Contingency (Task 7)	\$ 10,000.00								
Task 8 Construction Contract Administration (Optional)									
Contract Administration (60 Working Days)		180	80	80					
Task 8 Hours Subtotal		180	80	80	0	0	0		
Task 8 Labor Costs		\$23,400.00	\$11,200.00	\$ 9,600.00	\$ -	\$ -	\$ -		
Task 8 Non Labor Costs									
Task 8 Non Labor Markup (5%)									\$ -
Task 8 Total	\$ 44,200.00								
Task 9 Construction Surveying (Optional)									
Set Centerline, offsets, utility and striping (Battle Born Ventures)		20							\$32,000.00
Task 9 Hours Subtotal		20	0	0	0	0	0		
Task 9 Labor Costs		\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 9 Non Labor Costs									\$32,000.00
Task 9 Non Labor Markup (5%)									\$ 1,600.00
Task 9 Total	\$ 36,200.00								
Task 10 Construction Inspection (Optional)									
Full time inspector (assume 60 working days)		20				480	120		
Additional inspector as needed						160			
Traffic Signal Modification Support (Headway)									\$ 8,000.00
Task 10 Hours Subtotal		20	0	0	0	640	120		
Task 10 Labor Costs		\$ 2,600.00	\$ -	\$ -	\$ -	\$64,000.00	\$14,400.00		
Task 10 Non Labor Costs									\$ 8,000.00
Task 10 Non Labor Markup (5%)									\$ 400.00
Task 10 Total	\$ 89,400.00								

Exhibit B - Cost Proposal for the Stanford Way
Reconstruction Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Senior Tech Overtime (\$120/hr)	Expenses	Sub- consultant
Task 11 Material Testing (Optional)									
Material Testing per Orange Book		20			80	120		\$15,000.00	
Task 11 Hours Subtotal		20	0	0	80	120	0		
Task 11 Labor Costs		\$ 2,600.00	\$ -	\$ -	\$ 8,000.00	\$12,000.00	\$ -		
Task 11 Non Labor Costs								\$15,000.00	\$ -
Task 11 Non Labor Markup (5%)									\$ -
Task 11 Total	\$ 37,600.00								
Task 12 Record Information (Optional)									
Provide as-built drawings		20			40	20			
Task 12 Hours Subtotal		20	0	0	40	20	0		
Task 12 Labor Costs		\$ 2,600.00	\$ -	\$ -	\$ 4,000.00	\$ 2,000.00	\$ -		
Task 12 Non Labor Costs									\$ -
Task 12 Non Labor Markup (5%)									\$ -
Task 12 Total	\$ 8,600.00								
Task 13 Construction Contingency (Optional)									
Construction Contingency	\$ 20,000.00								
Total Task 13	\$ 20,000.00								
Total Construction Services (Tasks 8 -12) (Optional)	\$ 216,000.00								
Total Construction Contingency (Task 13) (Optional)	\$ 20,000.00								
Total Not-to-Exceed Amount	\$ 451,635.00								

Exhibit C

Indemnification and Insurance Requirements

Exhibit C

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC and City of 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 and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and

employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Michele Chrystal, Property Agent

RECOMMENDED ACTION

Approve the proposed sale of a remnant parcel acquired in connection with the Moana Lane Widening Project (A.P.N. 020-051-02) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1)(b).

BACKGROUND AND DISCUSSION

The RTC acquired property for the Moana Lane Widening Project. A.P.N. 020-051-02 is a remnant of a larger parcel that was needed for the project. RTC acquired this parcel on January 7, 2011 for \$1,280,000. The project construction reduced the size of the parcel by half. The parcel is currently 26,092 square feet located at the southeast corner of Kietzke Lane and Moana Lane. This is a corner lot that has no access from the streets. The adjoining owners have access from their parcels without acquiring an easement. The highest and best use is assemblage.

The RTC disposes of property pursuant to RTC Management Policy P-63 – Real Property Disposition. The RTC is authorized to sell the parcel for a reasonable price if a sale by means of a public auction or sealed bids is uneconomical or impractical and the Board adopts a resolution required by NRS 277A.255(1)(b). The following are the terms of the proposed sale:

A.P.N. 020-051-02

Buyer: Gator Investments

Sale Price: \$400,000

If the Board approves the sale and adopts the resolution attached hereto, the Executive Director will execute a sale agreement and other documents necessary to complete the sale. The sale will be quitclaim in nature, and RTC will not warrant title, furnish title insurance or pay the tax on transfer of real property. NRS 277A.255(3).

FISCAL IMPACT

Sale proceeds will be returned to the fund of origin. \$400,000 will return to the Street and Highway fund.

PREVIOUS BOARD ACTION

3/19/2021 Approved a staff recommendation to commence with the sale of five (5) remnant parcels acquired in connection with the Moana Lane Widening Project (A.P.N. 024-020-11; 024-02-08; 020-255-15; 020-255-16; 020-051-02) by sale to adjoining property owners, sealed bids, public auction, or direct sale as may be authorized by law.

RESOLUTION 22-03

RESOLUTION AUTHORIZING THE SALE OF A REMNANT PARCEL ACQUIRED IN CONNECTION WITH THE MOANA LANE WIDENING PROJECT (APN# 020-051-02)

WHEREAS, the Regional Transportation Commission of Washoe County, Nevada (“RTC”) completed the Moana Lane Widening Project (the “Project”) in 2012; and

WHEREAS, the Project required the RTC to acquire real property through or under the threat of eminent domain proceedings pursuant to Chapter 37 of the Nevada Revised Statutes (“NRS”); and

WHEREAS, the parcel depicted on the map attached hereto as Exhibit A (APN# 020-051-02) is a remnant of a larger parcel that was needed for the Project; and

WHEREAS, pursuant to NRS 277A.255(1)(b), the RTC may sell the parcel for a reasonable price as determined by resolution to be in the best interest of the RTC.

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA:

1. It is in the best interest of the RTC to sell the parcel (APN# 020-051-02) to an adjoining property owner for the following price: \$400,000.
2. The Executive Director is authorized to execute a sale agreement and other documents necessary to complete the sale.

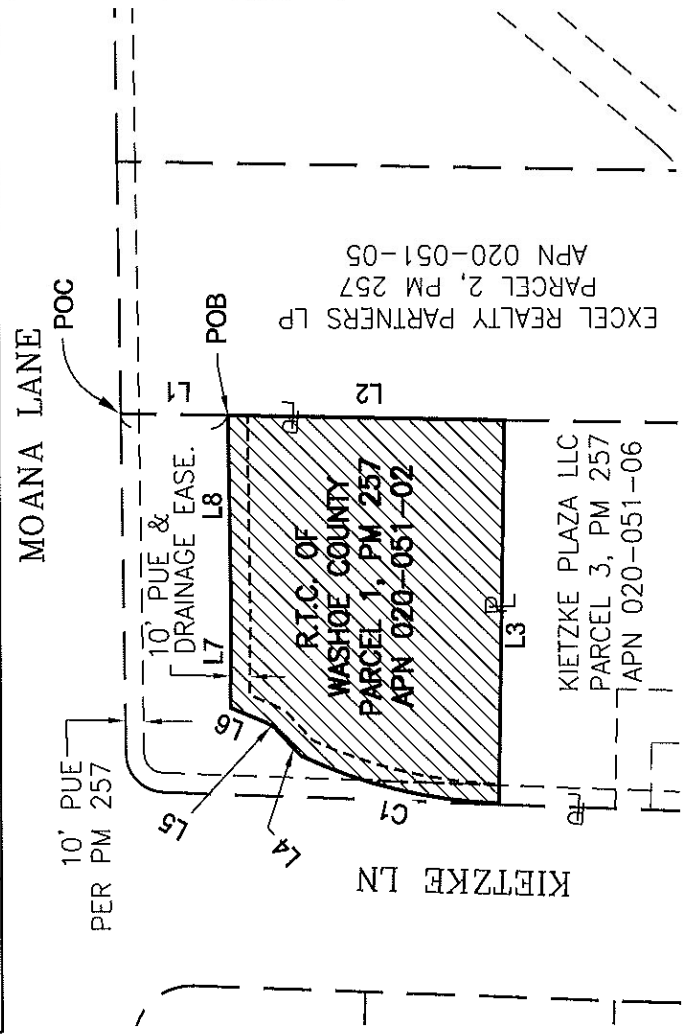
PASSED, ADOPTED AND APPROVED on October 21, 2022.

Ed Lawson, Chair
Regional Transportation Commission of
Washoe County

Exhibit A

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD BEARING
C1	107.02'	266.50'	23°00'27"	54.24'	N 13°34'00" E

LINE	BEARING	DISTANCE
L1	S 01°04'42" W	56.04'
L2	S 01°04'42" W	143.98'
L3	N 88°55'18" W	199.84'
L4	N 47°36'09" E	19.98'
L5	N 29°43'04" E	5.11'
L6	N 23°03'21" E	20.20'
L7	S 89°14'32" E	50.46'
L8	N 89°25'18" E	101.93'



PARCEL E

REFERENCES:
 1. PARCEL 1 OF PM NO. 257, FILE 405860
 RECORDED APRIL 27, 1976, WASHOE COUNTY,
 NEVADA.



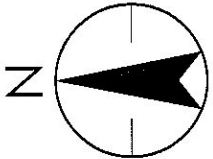
AREA:
 26,092 SQUARE FEET OF LAND,
 MORE OR LESS.

- LEGEND:
- POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - PUE PUBLIC UTILITY EASEMENT
 - — — PROPERTY LINE

AUGUST, 2014
 160101299

Client/Project
 RTC/MOANA LANE
 SEC.19, T19N, R20E, MDM
 RENO, NV, WASHOE COUNTY

Figure No. 1.0
 Title EXHIBIT "B"
 APN 020-051-02



BASIS OF BEARINGS:
 GRID NORTH, NAD 83 (94 HARN)
 NEVADA STATE PLANE
 COORDINATE SYSTEM, WEST ZONE



6995 Sierra Center Parkway, Suite 200
 Reno NV
 www.stantec.com



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Christian Schonlau, Director of Finance/CFO

RECOMMENDED ACTION

Approve revenue contract with State of Nevada allowing the Department of Public Health - Temporary Assistance for Needy Families (TANF) to purchase bus passes from RTC.

BACKGROUND AND DISCUSSION

The State of Nevada requires a formal agreement to be entered into in order to make payments to any party including governmental agencies. This document will give the Department of Public Health - Temporary Assistance for Needy Families (TANF) the ability to pay RTC for bus passes which will be given to clients of TANF. This contract is being presented retroactively to comply with RTC's management policy on interlocal agreements.

FISCAL IMPACT

This contract will allow for up to \$116,000 in revenue to be received in fiscal year 2023 from TANF.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

CETS #:	25904
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INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Health and Human Services Division of Welfare and Supportive Services
Address:	1470 College Parkway
City, State, Zip Code:	Carson City, NV 89706
Contact:	Monique Pomerleau, Certified Contract Manager
Phone:	(775) 684-0678
Fax:	(775) 684-0627
Email:	dwsscontracts@dwss.nv.gov

Public Entity #2:	Regional Transportation Commission - Washoe County
Address:	1105 Terminal Way, Suite 300
City, State, Zip Code:	Reno, NV 89502
Contact:	Bill Thomas, Executive Director
Phone:	(775) 335-1826
Fax:	(775) 348-0400
Email:	bthomas@rtcwashoe.com

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	25904
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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	Upon BOE Approval	To:	June 30, 2026
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Actual	per	Invoice
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Total Contract Not to Exceed:	\$116,000.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT**

A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed 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.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. **PUBLIC RECORDS.** 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 made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** 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 Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract 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 and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	25904
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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

for Angela Reich 7.5.22
Bill Thomas Date

Executive Director, Regional Transportation
Commission of Washoe County
Title

Robert H. Thompson 07/26/2022
Robert H. Thompson Date

Administrator,
Division of Welfare and Supportive Services
Title

Amy L. Stephenson

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

SEP 13 2022

On: _____
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On: July 18, 2022
Date

ATTACHMENT A

SCOPE OF WORK

PURPOSE:

The purpose of this contract is to provide bus passes to provide ongoing bus passes to eligible Temporary Assistance for Needy Families and Supplemental Nutrition Assistance Program employment and training participants, who must participate in work activities as a condition of receiving benefits.

DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS) AGREES TO:

1. Allocate funds to be used to reimburse the provider for the purpose of costs associated with bus passes.
2. DWSS shall issue to Provider a completed purchase order with an itemized list of various bus passes to purchase and the total cost associated with such.
3. Within 30 working days of receipt of a monthly billing statement, the DWSS' Fiscal Unit will process the invoice and submit a state claim for payment by a State Warrant to reimburse the provider.

PROVIDER AGREES TO:

1. The provider will provide bus passes at current prevailing rates and provide notification of changes in the prevailing rates to DWSS as soon as the knowledge is available.
2. The provider shall send invoices to DWSS by the 5th day of each month for the previous month's billing. Appropriate backup documentation and information provided by DWSS shall be attached to the invoice.

BOTH PARTIES AGREE TO THE GENERAL PROVISIONS AND CONDITIONS:

1. Both parties hereby acknowledge the imminence of potentially substantial changes to regulations and statutes applicable to this agreement, and, as necessary, to comply with such changes.
2. This agreement is subject to the relevant provisions of the State service and operation work plans and other regulations, which may impact this Agreement.
3. This Scope of Work shall become a part of the Interlocal Contract between Public Agencies.

ATTACHMENT A

SCOPE OF WORK

PURPOSE:

The purpose of this contract is to provide bus passes to eligible Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program employment and training (SNAPET) program participants, who must participate in work activities as a condition of receiving TANF and SNAPET program benefits.

DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS) AGREES TO:

1. Allocate funds to be used to reimburse the provider for the purpose of costs associated with bus passes.
2. DWSS shall issue to Provider a completed purchase order with an itemized list of various bus passes to purchase and the total cost associated with such.
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1. Both parties hereby acknowledge the imminence of potentially substantial changes to regulations and statutes applicable to this agreement, and, as necessary, to comply with such changes.
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3. This Scope of Work shall become a part of the Interlocal Contract between Public Agencies.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Paul Nelson, Government Affairs Officer

RECOMMENDED ACTION

Approve a contract with Kaempfer Crowell, LTD, for Nevada Government Affairs Services in an amount not-to-exceed \$65,000 per year for two years.

BACKGROUND AND DISCUSSION

Staff seeks to retain Kaempfer Crowell, LTD (Consultant) to provide government affairs services related to Nevada legislative matters and executive branch matters. The Consultant will represent the RTC before the Nevada Legislature to advocate RTC's position on matters of funding, policy and regulation, to identify legislative bills and amendments that would impact the RTC, and to build strong legislative relationships on behalf of RTC. In addition, the Consultant will monitor appropriate Bill Draft Requests for potential impacts to the RTC and will also monitor the interim Legislative committees and studies in areas of interest to RTC. In addition, the Consultant will work with outside groups (construction industry, labor organizations, transportation agencies...) to educate them on RTC positions and legislative priorities.

The term of the contract is December 1, 2022 to November 30, 2024. The not-to-exceed cost of the contract is \$65,000 per year for two years, payable in equal monthly installments.

FISCAL IMPACT

Funding for year one of this item is included in the approved FY 2023 budget, and funding for year two will be included in the FY 2024 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

AGREEMENT FOR SUPPLEMENTAL LOBBYING SERVICES

THIS AGREEMENT is dated and effective as of December 1, 2022, by and between the Regional Transportation Commission of Washoe County ("RTC"), and Kaempfer Crowell, Ltd. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC desires to obtain the services of CONSULTANT to provide required supplemental government affairs services, all as more specifically described below; and

WHEREAS, CONSULTANT has the necessary experience and qualifications to perform the required supplemental government affairs services; and

WHEREAS, RTC and CONSULTANT desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of CONSULTANT's duties hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. SCOPE OF SERVICES

CONSULTANT shall perform and accomplish the professional services set forth in the Statement of Work attached hereto as Exhibit A (the Scope of Work) in a professional and timely manner.

B. TERM OF AGREEMENT

The term of this Agreement shall be from December 1, 2022, to November 30, 2024.

C. PAYMENTS TO CONSULTANT

1. Compensation. RTC shall pay the CONSULTANT for the work described in the Statement of Work in accordance with the Payment Schedule attached as Exhibit B.
2. Compensation for Additional Services. If RTC makes a written request for additional tasks or services that CONSULTANT believes to be outside the scope of the work contemplated by this Agreement, CONSULTANT must submit its request for additional charges to the RTC Executive Director for approval prior to any cost being incurred.

3. Method and Time of Payment. Payment for services shall be made in the following manner:
 - a. CONSULTANT shall submit monthly progress reports and accompanying invoices to RTC. Invoices must be submitted to accountspayable@rtcwashoe.com.
 - b. Subject to RTC review and approval of invoices, RTC shall pay CONSULTANT within thirty (30) calendar days after the date of the invoice.
 - c. CONSULTANT shall maintain complete records supporting every request for payment that may become due. RTC shall have the right to receive and copy said records.
4. Compensation after Termination. If this Agreement is terminated, CONSULTANT shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.

D. OTHER PROVISIONS

1. Time is of the Essence. It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the RTC Executive Director.
2. Non-Transferability. This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be subcontracted or assigned without the prior written consent of RTC.
3. Termination.
 - a) RTC shall have the right to cancel this Agreement at its sole discretion upon thirty (30) days prior written notice given pursuant to Paragraph 6 of this section. In the event of such cancellation by RTC, CONSULTANT shall be paid pursuant to section C-1 for work completed through the effective date of termination.
 - b) If CONSULTANT provides notice that it is unwilling or unable to complete the tasks or services contracted to herein, CONSULTANT shall be deemed to be in default. In such event, RTC shall have the option of declaring the contract terminated or hiring another consultant for the remainder of the existing term. CONSULTANT shall be liable to RTC for any reasonable additional consultant fees incurred to obtain replacement services.

4. Hold Harmless. CONSULTANT shall defend, indemnify, and hold RTC, its officials, employees, and agents harmless from any and all claims, demands, or actions for personal injury or property damage to the extent they arise from CONSULTANT's acts or omissions, or the negligent performance of service under the Agreement. Should RTC be joined or named as a party in any claim, suit, action, or other legal proceedings arising out of the services performed by CONSULTANT under this Agreement, CONSULTANT shall defend and hold RTC, its officials and employees harmless from same, and shall pay all costs and expenses, including attorney fees and defense costs, incurred in connection therewith. This paragraph shall not apply to a situation where liability arises solely from the negligent or intentional acts, of any officer, employee or agent of RTC.

5. Relationship of Parties.

CONSULTANT is an independent contractor to RTC under this Agreement. 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 the RTC Executive Director in the exercise of his reasonable discretion, with services being provided by CONSULTANT to RTC or significantly impede or impair CONSULTANT's ability to provide the services contracted for in this Agreement. CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans, or other benefits RTC provides to its employees.

6. Notices. Any notice or communication required or permitted to be served on a party hereto may be served by personal delivery to the office of the person or persons identified below. Service may also be affected by registered or certified mail, by placing the notice or communication in an envelope addressed as indicated below, and depositing said envelope in the U.S. Mail.

RTC: Bill Thomas, AICP
Executive Director
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89520
(775) 348-0400

CONSULTANT: Michael D. Hillerby
Kaempfer Crowell, Attorneys at Law
50 West Liberty Street, Suite 700
Reno, Nevada 89501
(775) 852-3900

The person to be served and the address shown above may be changed at any time by notice to the other parties. Service shall be completed upon

personal delivery or three (3) days following the time the notice is sent by U.S. Mail, registered or certified, with postage prepaid.

7. Nevada Law Applies. 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.
8. 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.
9. Amendments. No alteration, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
10. Regulatory Compliance. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations, and ordinances.
11. 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.

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

KAEMPFER CROWELL, LTD

By: _____
Severin A. Carlson, Partner

EXHIBIT A
SCOPE OF WORK

1. Represent RTC before the Nevada Legislature. Provide testimony as required and help prepare staff for appearances and testimony before Legislative committees.
2. Identify legislative bills and amendments that would impact RTC and help to develop appropriate responses to those initiatives.
3. Build strong legislative relationships on behalf of RTC.
4. Develop optimum political positioning for RTC by educating lawmakers on the unique role of RTC locally and as a part of the State's transportation system.
5. Monitor appropriate Bill Draft Requests for potential impact to RTC and transmit same to RTC.
6. Monitor interim Legislative committees and studies in areas of interest to RTC.
7. Monitor and engage as necessary with the Southern Nevada Forum (including public agency and legislator members) and RTC of Southern Nevada to understand their Legislative priorities and any impact these may have on RTC Washoe.
8. Work with outside groups (construction industry, labor organizations, transportation agencies...) to educate them on RTC positions and legislative priorities.
9. Assist as directed in RTC's strategic planning.
10. Participate in weekly Federal/State team calls.

EXHIBIT B
COMPENSATION SCHEDULE

The total amount paid under this two-year Agreement shall not exceed Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually. For all professional services performed under this Agreement, RTC agrees to pay CONSULTANT in accordance with the following monthly payment schedule, with no additional charges for expenses:

<u>Month/Year</u>	<u>Amount</u>
December 2022	\$5,416.67
January 2023	\$5,416.67
February 2023	\$5,416.67
March 2023	\$5,416.67
April 2023	\$5,416.67
May 2023	\$5,416.67
June 2023	\$5,416.67
July 2023	\$5,416.67
August 2023	\$5,416.67
September 2023	\$5,416.67
October 2023	\$5,416.67
November 2023	\$5,416.63
December 2023	\$5,416.67
January 2024	\$5,416.67
February 2024	\$5,416.67
March 2024	\$5,416.67
April 2024	\$5,416.67
May 2024	\$5,416.67
June 2024	\$5,416.67
July 2024	\$5,416.67
August 2024	\$5,416.67
September 2024	\$5,416.67
October 2024	\$5,416.67
November 2024	\$5,416.63



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Daniel Doenges, Director of Planning

RECOMMENDED ACTION

Acknowledge receipt of a report on the update to the Vision Zero Truckee Meadows Action Plan and RTC Transportation Safety Program.

BACKGROUND AND DISCUSSION

The Vision Zero Truckee Meadows Task Force developed an Action Plan in 2019 shortly after its inception. The initial Plan identified four "focus areas" based on historical crash data and anecdotal surveys. Several action items were developed to establish Vision Zero policies, strategies, education campaigns, and program and infrastructure improvements. While most of these action items are on-going, significant progress has been made on the majority of them to date. This past summer, the Task Force set out to update the Plan in an effort to develop a refined data-driven approach to transportation safety. This update coincided with federal discretionary funding opportunities, and was in part a response to policy established in the Infrastructure Investment and Jobs Act (IIJA). The 2022 update to the Plan builds upon the previous version, and establishes the High Injury Network (HIN) as a focus for future safety initiatives. It also identifies new Action Items to address as well as provides examples of Federal Highway Administration (FHWA) proven safety countermeasures that can be implemented throughout the region. In addition, the Plan reinforces the focus on the most vulnerable roadway users by inclusion of communities in historically underserved areas. The Plan is intended to be a "living document" which will guide future actions of the collective Task Force.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

7/19/2019 Approved a resolution endorsing the Vision Zero Truckee Meadows (VZTM) Action Plan and the goal to eliminate pedestrian deaths in Washoe County by the year 2030.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

**Vision Zero Truckee Meadows Action Plan &
RTC Transportation Safety Program**
October 21, 2022



What is Vision Zero?

“Vision Zero is a global movement to end traffic-related fatalities and serious injuries by taking a systemic approach to road safety.”

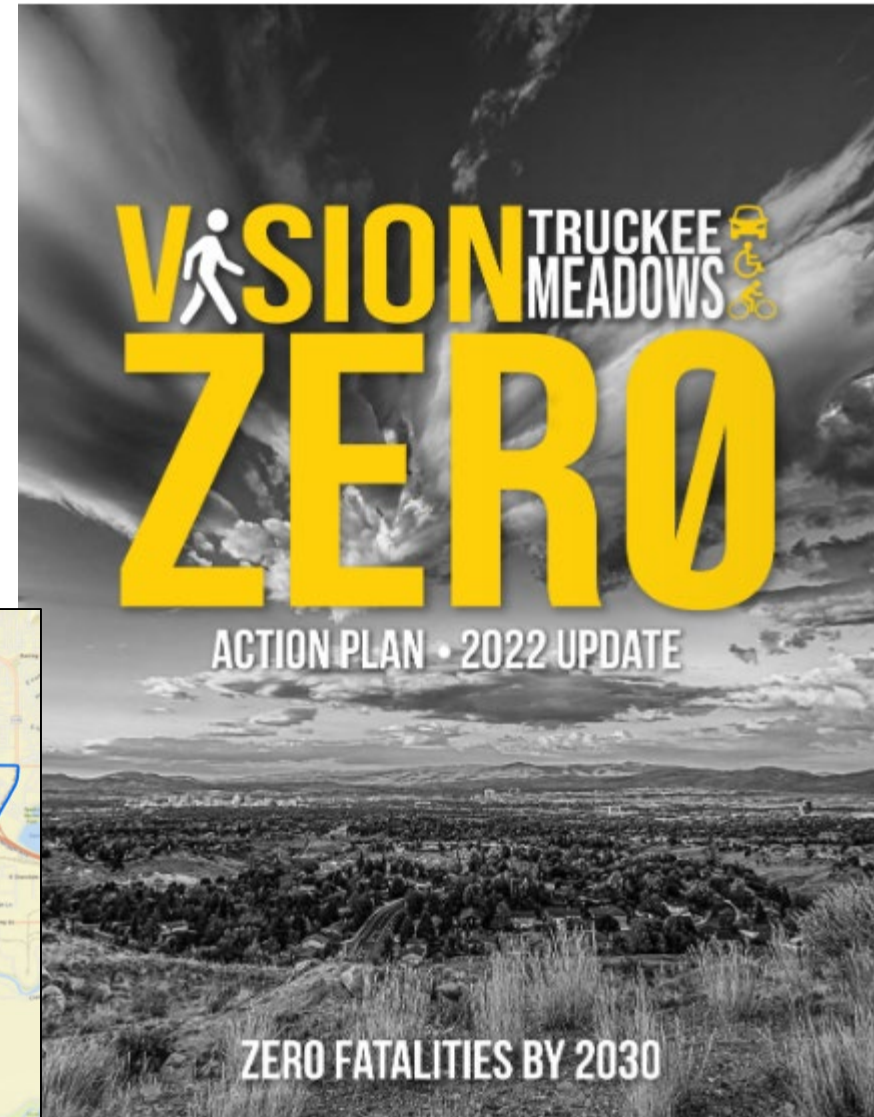
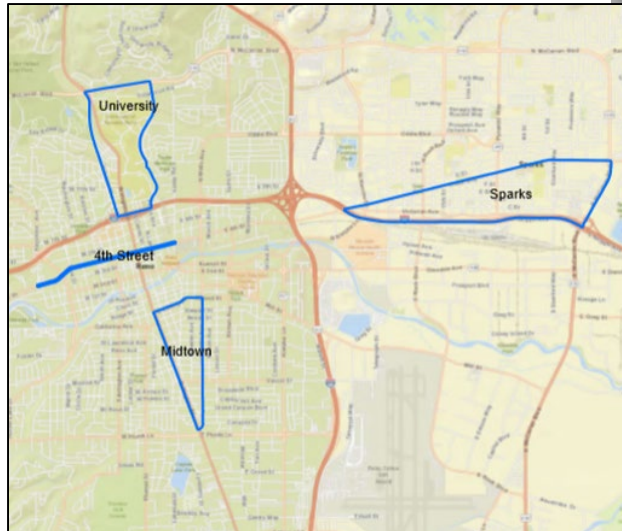
- **Focus on most vulnerable road user**
- **Creation of safety culture**
- **Promotes innovative solutions**
- **Collaborative by nature**
- **Application of Safe System Approach as foundation of VZ**
- **Data-driven**





VZTM ACTION PLAN – 2022 UPDATE

- **Task Force initiated 2017**
- **Action Plan adopted 2019 - “Focus Areas” based on available data and surveys**
- **Action Plan updated 2022**
 - More data-driven
 - Developed in coordination with federal grant application (SS4A)





SPECIFIC CHANGES

Update meets requirements for SS4A Implementation Grants

- Incorporation of local policies and plan elements
- Development of a High Injury Network (HIN)
- Expanded Action Items and inclusion of short-term projects
- Emphasis on equity, underserved areas, and vulnerable users
- Identification of proven safety countermeasures and crash modification factors
- Commitment to stronger data collection and analysis





- 3-5 years of crash data used to identify possible safety problems

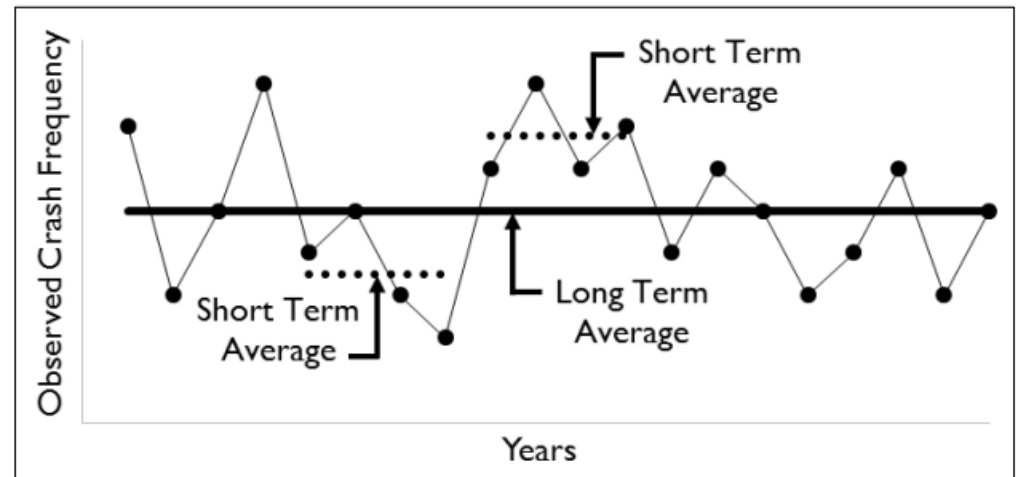


Figure 2. Chart. Illustration of RTM comparing short- and long-term averages.



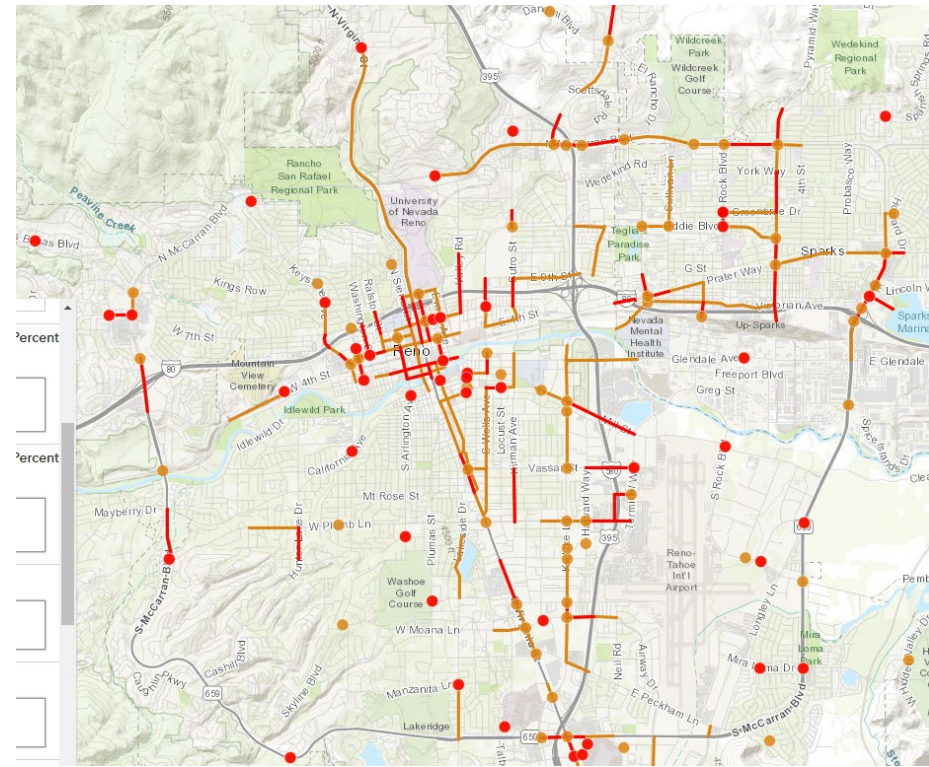
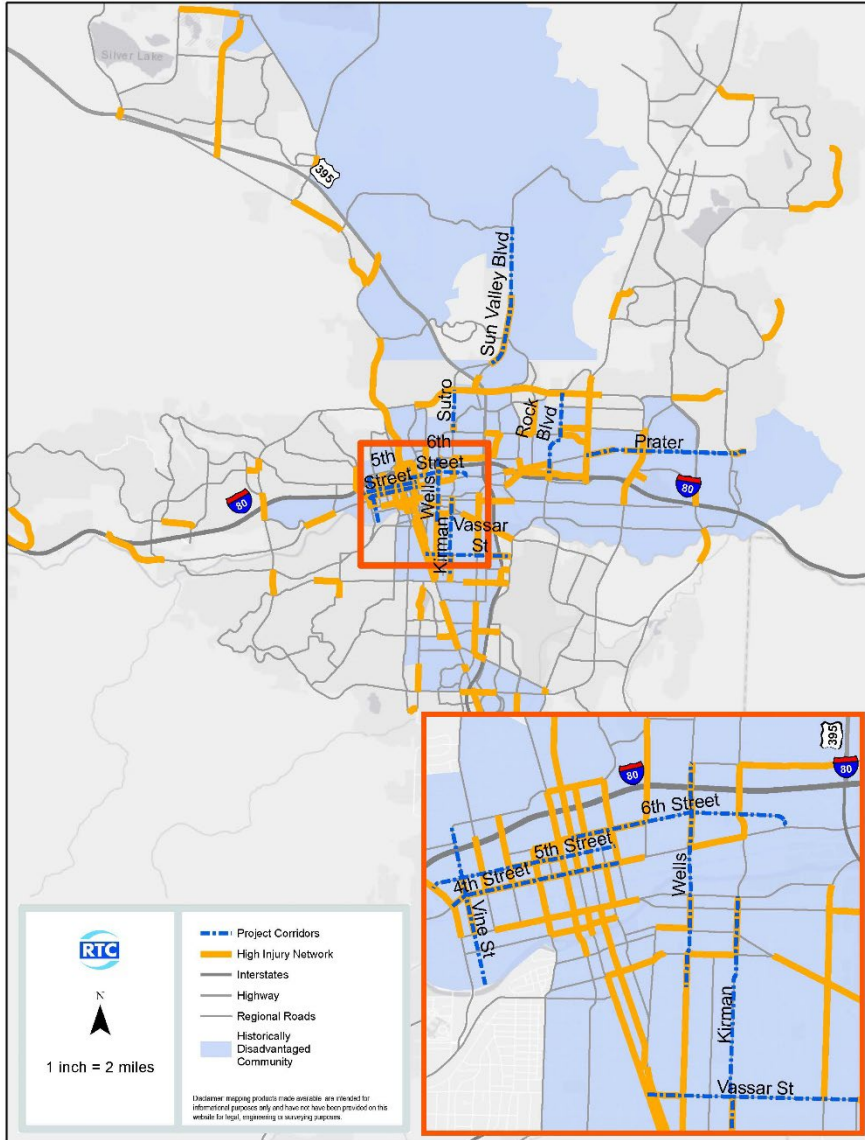
CRASH DATA - REACTIVE



- **Average Crash Frequency**
Sites are ranked based on the total number of crashes or by a particular crash severity or type during a given time period. The site with the highest number of crashes is ranked first.
- **Crash Rate**
The crash rate normalizes the crash frequency based on exposure.
- **Equivalent Property Damage Only (EPDO) Average Crash Frequency** –
Each crash is weighted based on the crash severity and the equivalent property damage only crash cost.



HIGH INJURY NETWORK (HIN)





NETWORK SCREENING TYPES

Observed Crashes

This method counts the number of crashes that have occurred at a given location (along a roadway section or at an intersection) over a specified time period (3-5 years). The results are ranked from highest to lowest crash frequency or rate. Locations with relatively higher crash frequency are selected as possible sites for detailed investigation.

Predictive Method

A process to estimate crash frequency and severity. This method can be used to make informed decisions throughout the project development process, including planning, design, operations, maintenance, and the roadway safety management process. Specific examples include screening potential locations for improvement and choosing alternative roadway designs.



MODEL INVENTORY ROADWAY ELEMENTS (M.I.R.E.)

ROADWAY SEGMENT	Segment Identifier (12)	Route Number (8)	Route/Street Name (9)
	Federal Aid/Route Type (21)	Rural/Urban Designation (20)	Surface Type (23)
	Begin Point Segment Descriptor (10)	End Point Segment Descriptor (11)	Segment Length (13)
	Direction of Inventory (18)	Functional Class (19)	Median Type (54)
	Access Control (22)	One/Two-Way Operations (91)	Number of Through Lanes (31)
	AADT (79)	AADT Year (80)	Type of Governmental Ownership (4)
INTERSECTION	Unique Junction Identifier (120)	Location Identifier for Road 1 Crossing Point (122)	Location Identifier for Road 2 Crossing Point (123)
	Intersection/Junction Geometry (126)	Intersection/Junction Traffic Control (131)	AADT [for each intersecting road] (79)
	AADT Year [for each intersecting road] (80)	Unique Approach Identifier (139)	
INTERCHANGE/ RAMP	Unique Interchange Identifier (178)	Location Identifier for Roadway Beginning Ramp Terminal (197)	Location Identifier for Roadway Ending Ramp Terminal (201)
	Ramp Length (187)	Roadway Type at Beginning Ramp Terminal (195)	Roadway Type at Ending Ramp Terminal (199)
	Interchange Type (182)	Ramp AADT (191)	Year of Ramp AADT (192)
	Functional Class (19)	Type of Governmental Ownership (4)	



FHWA PROVEN COUNTERMEASURES

9 **NEW** Proven Safety Countermeasures

SPEED MANAGEMENT



Speed Safety Cameras



Variable Speed Limits



Appropriate Speed Limits for All Road Users

PEDESTRIANS/BICYCLES



Crosswalk Visibility Enhancements



Bicycle Lanes



Rectangular Rapid Flashing Beacons (RRFB)

ROADWAY DEPARTURE



Wider Edge Lines

CROSSCUTTING



Pavement Friction Management



Lighting



Roadside Design Improvement at Curves



Reduced Left-Turn Conflict Intersections



Systemic Application of Multiple Low Cost Countermeasures at Stop-Controlled Intersections



Leading Pedestrian Interval



Local Road Safety Plan



USLIMITS2



Enhanced Delineation and Friction for Horizontal Curves



Longitudinal Rumble Strips and Stripes on Two-Lane Roads



Median Barrier



Safety Edge_{SM}



Backplates with Retroreflective Borders



Corridor Access Management



Dedicated Left- and Right-Turn Lanes at Intersections



Roundabouts



Yellow Change Intervals



Medians and Pedestrian Crossing Islands in Urban and Suburban Areas



Pedestrian Hybrid Beacon



Road Diet



Walkways



Road Safety Audit



CRASH MODIFICATION FACTORS

My Webinars x CMF Clearinghouse >> x CMF Clearinghouse >> x

www.cmfclearinghouse.org/compare.cfm

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Home

CMF Comparison

Below you will find comparisons for the CMFs you chose.
Please note that the rows highlighted in **light blue** contain the differences in the selected CMFs.

Countermeasure Name	Install left-turn lane	Install left-turn lane	Install left-turn lane
CMF ID	7996	7997	7998
CMF	0.748	0.924	0.876
Study Reference	Srinivasan et al., 2014	Srinivasan et al., 2014	Srinivasan et al., 2014
Unadjusted Standard Error CMF	0.095	0.07	0.066
CMFunction			
Star Rating	★★★★☆	★★★★☆	★★★★☆
Crash Type	All	All	All
Crash Severity	All	All	All
Crash Time of Day	All	All	All
Area Type	All	All	All

2:11 PM
12/6/2016



THANK YOU

Dan Doenges, PTP, RSP
Director of Planning

Regional Transportation Commission
of Washoe County

ddoenges@rtcwashoe.com

Building A Better Community Through Quality Transportation
rtcwashoe.com





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Bill Thomas, AICP, Executive Director

RECOMMENDED ACTION

Update, discussion, and potential direction to staff regarding legislative issues being reviewed by the Nevada Sustainable Transportation Funding Study for the 82nd Session of the Nevada Legislature.

BACKGROUND AND DISCUSSION

In the 2021 Legislative Session, AB413 created an advisory working group directed meet during the 2021-2022 interim to study:

- The needs of all users of different modes of transportation, including bicyclists, pedestrians, drivers of motor vehicles and public transit users;
- Social and user transportation equity;
- The reduction of greenhouse gas emissions;
- The sustainability of the State Highway Fund including, without limitation, an analysis of the Natural Resources Defense Council funding model presented to the Legislative Committee on Energy on August 24, 2020, and Utah's Road Usage Charge Program; and
- The role of land use and smart growth strategies in reducing transportation emissions and improving system efficiency and equity.

Following their review, the advisory working group will make a final report to the Legislature on their findings, conclusions, and recommendations.

Kristina Swallow, Director of the Nevada Department of Transportation, and Travis Dunn, with CDM Smith, will present legislative issues being reviewed by the Nevada Sustainable Transportation Funding Study for the 82nd Session of the Nevada Legislature in order to receive direction from the Board.

FISCAL IMPACT

Funding for this item is included in the approved FY 2023 budget and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

6/17/2022 Approved the RTC Goals for Fiscal Year 2023, including "Participate in advisory groups created during the 81st session of the NV Legislature by...AB413 (Advisory Working Group to Study Certain Issues Related to Transportation)."



Nevada Sustainable Transportation Funding Study

Presentation to the Board of the Regional Transportation Commission
Washoe County

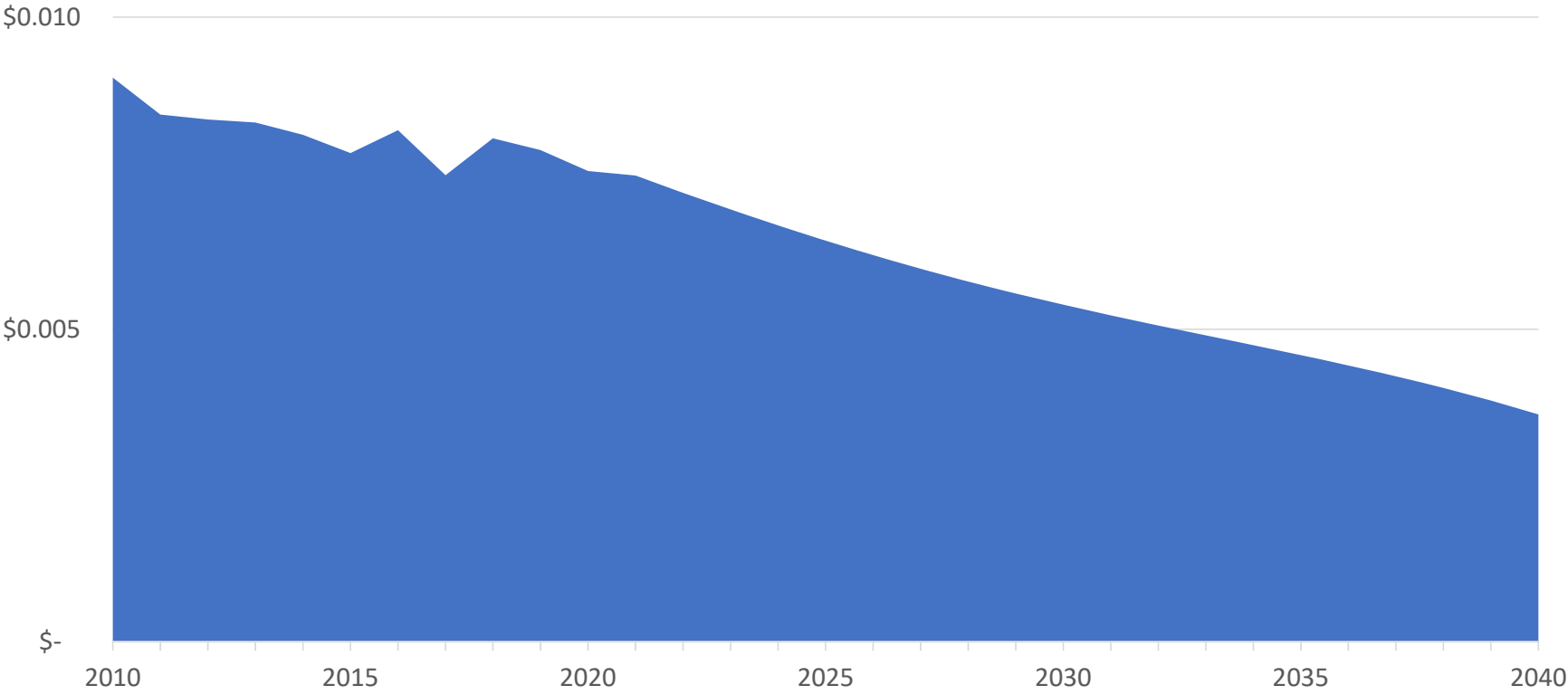
October 21, 2022



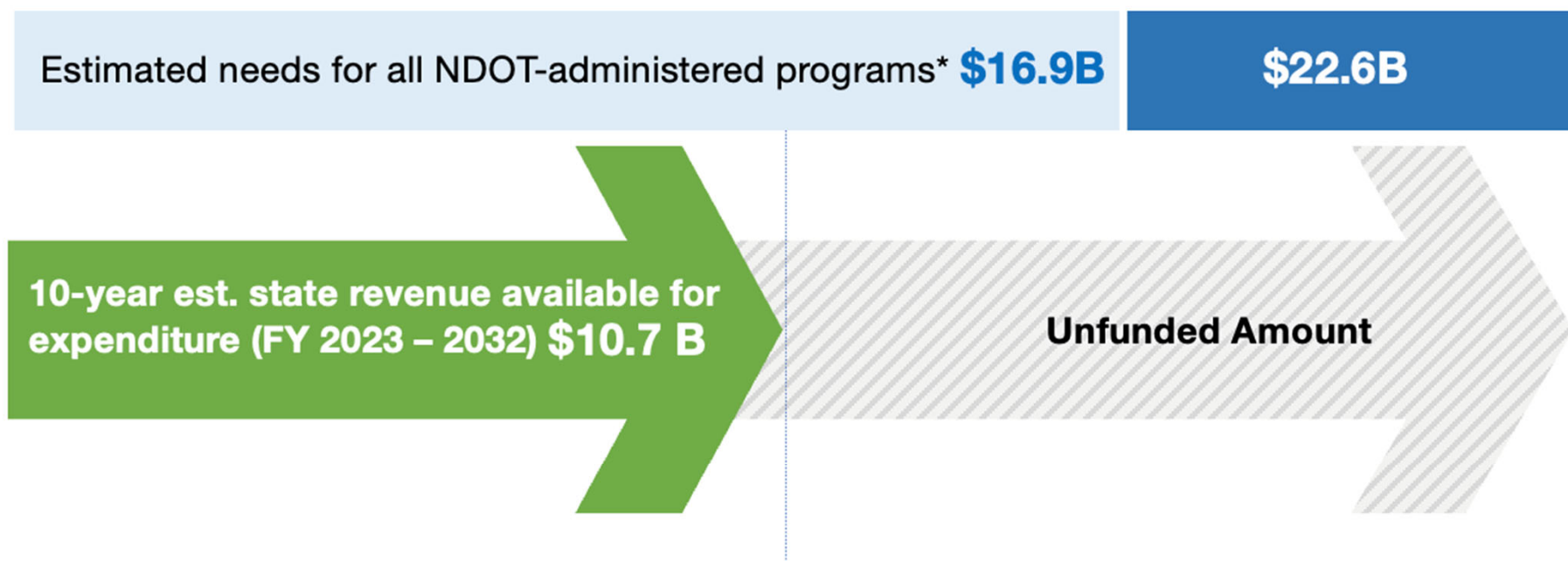
Travis Dunn
CDM Smith

The state gasoline tax currently generates about 0.8 cents for each mile driven by vehicles on Nevada’s roads. In less than 20 years, per-mile revenue will decline 50%.

State Excise Gasoline Tax Per VMT (2010 – 2040)



Unfunded Backlog: Estimated 10-year needs compared to forecasted revenues



**Includes all state-funded transportation projects and programs, including NDOT operations, bicycle/pedestrian, and rural transit*

Low Estimate
High Estimate

AB 413 – Legislative direction for this study

“The Advisory Working Group shall study during the 2021-2022 interim:

- (a) The needs of all users of different modes of transportation, including bicyclists, pedestrians, drivers of motor vehicles and public transit users;
- (b) Social and user transportation equity;
- (c) The reduction of greenhouse gas emissions;
- (d) The sustainability of the State Highway Fund including, without limitation, an analysis of the Natural Resources Defense Council funding model presented to the Legislative Committee on Energy on August 24, 2020, and Utah’s Road Usage Charge Program; and
- (e) The role of land use and smart growth strategies in reducing transportation emissions and improving system efficiency and equity.”

The Sustainable Transportation Funding Study is in the final stretch

The Advisory Working Group will hold its final scheduled meeting on November 9 (online only) to consider adoption of the Final Report and Recommendations.



Guiding Principles for Future Transportation Revenue Sources

Alone or in combination, transportation revenue sources should be capable of:



Financial Sustainability: Yielding sufficient revenue that correlates with ongoing maintenance needs; and demand for future transportation needs, regardless of changes in population, vehicle technologies, ownership, travel patterns, fuel sources, or consumer spending.



Sufficiency: Generating sufficient revenue over targeted investment timeframes for existing and future transportation infrastructure needs.



User Equity: Recovering a proportionate share of the costs from those who use the transportation network.



Social Equity: Improving the distributional impact on historically underserved communities and low-income households.



Flexibility: Funding a wide range of transportation-related projects, programs, or priorities across various agencies to meet the needs of system users across all modes.



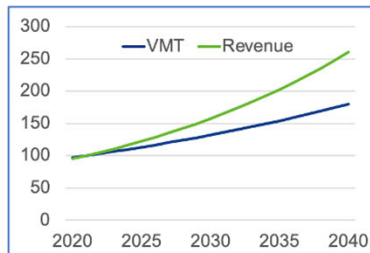
Greenhouse Gas Emissions: Aligning with state transportation GHG reduction goals.



Transparency/ Efficiency and Ease of Compliance: Simple to explain, with awareness of how funds are used, cost-effective, and readily administered at statewide and local levels.

Example: Guiding Principles used to evaluate revenue options

Increase vehicle value-based rate of governmental services tax (GST)



Nevada assesses a value-based “governmental services tax” on vehicles at 4% of the DMV Valuation, which is 35% of the manufacturer’s suggested retail price (MSRP). Statutes provide a depreciation schedule based on vehicle age. The amount of revenue generated could be increased by increasing the tax rate, increasing the DMV Valuation percentage, or reducing the depreciation schedule.

Financial Sustainability and Sufficiency

The current GST is about 0.7% of the value of the entire state vehicle fleet. Increasing that to 0.82% would generate \$100 million in 2021 and a net present value of \$2.129 billion through 2040 at a 4% discount rate. This mechanism increases revenue faster than road usage, reaching 81% higher by 2040.

User equity

Value-based vehicle taxes capture revenue from users of the system, but do not correlate to system usage.

Social equity

Vehicle value-based taxes tend to perform well along lines of social equity since lower-income households tend to own older (therefore more depreciated) vehicles and lower-value vehicles.

Flexibility

This revenue source is not subject to constitutional restrictions on spending. Currently the vast majority is dedicated to uses other than transportation spending.

GHG emissions

Zero-emission vehicles tend to be newer and more costly than other vehicles. Value-based taxes will result in higher tax incidence on owners and purchasers of such vehicles.

Transparency

Although transparent, the method of calculating vehicle value can be difficult to explain, resulting in questions and complaints from customers.

Efficiency

Assessing a vehicle value-based license fee is costlier than the fuel tax since it requires individual transactions. However, since it occurs as part of the existing vehicle registration process, the marginal cost includes transaction costs (credit card fees of about 3%).

Financial Sustainability



Sufficiency



User Equity



Social Equity



Flexibility



GHG Emissions



Transparency



Efficiency



● Mechanism is capable of strong alignment with guiding principle ● Mechanism is capable of some alignment with guiding principle ● Mechanism is poorly capable of alignment with guiding principle

All revenue mechanisms were analyzed



Fuel taxes

1. Increase rate of flat per-gallon excise tax
2. Add inflation index to flat per-gallon excise tax rate
3. Add fuel efficiency index to flat per-gallon excise tax
4. Add sales tax based on price of fuel
5. Add variable-rate excise tax based on price of fuel



Vehicle fees

6. Increase basic license fee
7. Increase value-based rate of governmental services tax
8. Add fee based on vehicle weight
9. Add fee based on vehicle fuel economy rating
10. Add fee based on vehicle engine type
11. Add fee based on vehicle age



Usage-based fees

Direct

12. Add a distance-based charge for light-duty vehicles
13. Add a weight-distance-based charge for medium- and heavy-duty vehicles

Indirect

14. Add a tax on batteries
15. Add a tax on tires
16. Add a tax on EV electricity consumed

Other

17. Value added tax on goods movement
18. Parcel delivery fees
19. Ride-share surcharges
20. Cordon charges in urban areas
21. Carbon tax
22. Street utility fee
23. Payroll tax
24. Land use impact fees

Six remaining revenue options for analysis and consideration

Longer-term sustainable statewide revenue sources

- Distance-based charge for light-duty vehicles (RUC)
- Increase value-based rate of governmental services tax (GST) *f*

Near-term statewide revenue sources

- Increase rate of flat per-gallon gas and diesel excise tax
- Increase the basic vehicle license fee for all vehicles
- Add inflation index to flat per-gallon excise tax rate
- Distance-based charge for EVs (RUC), with option to pay flat fee for unlimited mileage in lieu of RUC

Better suited as local revenue sources

- Street utility fee *f*
- Cordon charge in urbanized areas
- Ride-share surcharges + *f*
- Land use impact fees +

No longer under consideration

- Parcel delivery fee + *f*
- Add a tax on tires *f*
- Add fee based on vehicle engine type
- Land use impact fees
- Carbon tax + *f*
- Add fee based on vehicle weight
- Add fee based on vehicle fuel
- Add fee based on vehicle age
- Weight-distance-based charged and heavy-duty vehicles
- Taxes on electricity consumed by vehicles *f*
- Add a tax on EV batteries *f*
- Payroll tax *f*
- Value added tax on goods
- General fund transfers *f*
- Income tax *f*

Key:

● ● ● ● = Guiding Principles composite rating. + possible policy recommendations forthcoming *f* = flexible transportation funding

DRAFT ONLY – NO FINAL DECISIONS MADE:

A blueprint for sustainable transportation funding in Nevada

- Develop a mileage-based charge to capture road usage by electric vehicles (EVs)
- Until a mileage-based charge for EVs can be implemented, enact a special registration fee
 - EV owners should have a choice between a mileage-based charge or a fixed annual fee
 - The initial mileage-based charge program should build upon odometer readings reporting to DMV
 - Effective dates for a mileage-based charge option for EVs should align with DMV's modernization effort
- By 2035, extend the per-mile charge developed for EVs to all new vehicles

DRAFT ONLY – NO FINAL DECISIONS MADE:

Transportation revenue sources best suited to meet immediate needs

To address the current backlog of transportation projects and services, the Legislature should rely on the following mechanisms:

- (A) Statewide fuel taxes (gasoline and diesel);
- (B) Statewide fuel tax indexing on portions not already indexed (outside of Clark and Washoe Counties)
- (C) County fuel tax indexing by empowering county commissions to enact inflation adjustments
- (D) Vehicle registration fees
- (E) Governmental Services Tax (GST), with revenue restricted to transportation purposes

DRAFT ONLY – NO FINAL DECISIONS MADE:

Statewide land use commission to examine transportation impacts

Establish a broad-based statewide land use commission to examine land use laws and regulations, and address, among other things, the cost of land use decisions on transportation & other public infrastructure and mechanisms for capturing these costs.

This land use commission must include representation from state and local governments, and a broad range of stakeholders and industry sectors beyond transportation.

Final report to the Legislature: Findings, Conclusions, & Recommendations

Research & investigation

- Information and data
- Presentations and discussions at AWG meetings
- Reliability and relative importance of information deliberated
- AWG member-experts



Findings

- Statements of fact that the AWG decides are relevant and important



Conclusions

- The AWG's collective interpretation and judgment related to the findings



Recommendations

- The AWG's general consensus on a proposed response or course of action that should (or could) be taken.
- *Not all Findings and Conclusions require a recommendation!*



Final report to the Legislature: remaining milestones for on-time delivery



November 2022 | FINAL AWG Meeting (**online only**):

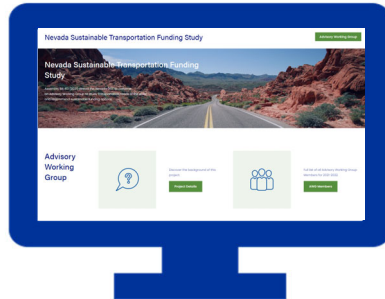
- Review, discuss, and approve final report and recommendations



December 2022 | Final Report Production and Delivery:

- Final report edited and produced
- Formal transmittal to the Legislature by December 31, 2022

More information:



www.NVTransportationFuture.org



info@NVTransportationFuture.org



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Daniel Doenges, Director of Planning

RECOMMENDED ACTION

Acknowledge receipt of a report on the status of the McCarran Boulevard Corridor Study.

BACKGROUND AND DISCUSSION

The RTC, in partnership with the Nevada Department of Transportation (NDOT), is conducting a corridor study to evaluate transportation safety and operations for the entire McCarran Boulevard loop. The purpose of this study is to develop a vision for the corridor in the context of the surrounding land use along the 23-mile loop. The study was initiated in September 2021. With support of consultant services, a comprehensive data collection and analysis of the corridor was performed. Preliminary findings were shared with the public and stakeholders via a variety of media, including a virtual meeting and StoryMap. Feedback was obtained through a survey, interactive map, open comment, and social media outlets. The project team has identified several needs throughout the corridor based on the initial data collection and stakeholder and public input. Proposed recommendations have been developed based on these identified needs, and have been shared with the members of the project Technical Advisory Committee (TAC), as well as NDOT and RTC leadership. Staff will present these project recommendations for RTC Board review and comment. Next steps toward study completion are to publicly share project recommendations via an updated project StoryMap and notification through a press release and several media outlets to receive any final comments prior to finalizing the report for future Board approval.

FISCAL IMPACT

Consultant expenditures are being reimbursed by NDOT through an existing agreement.

PREVIOUS BOARD ACTION

6/18/2021 Approved a Professional Services Agreement (PSA) with CA Group, Inc. for consulting services in an amount not-to-exceed \$349,868.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

McCarran Boulevard Corridor Study

October 21, 2022

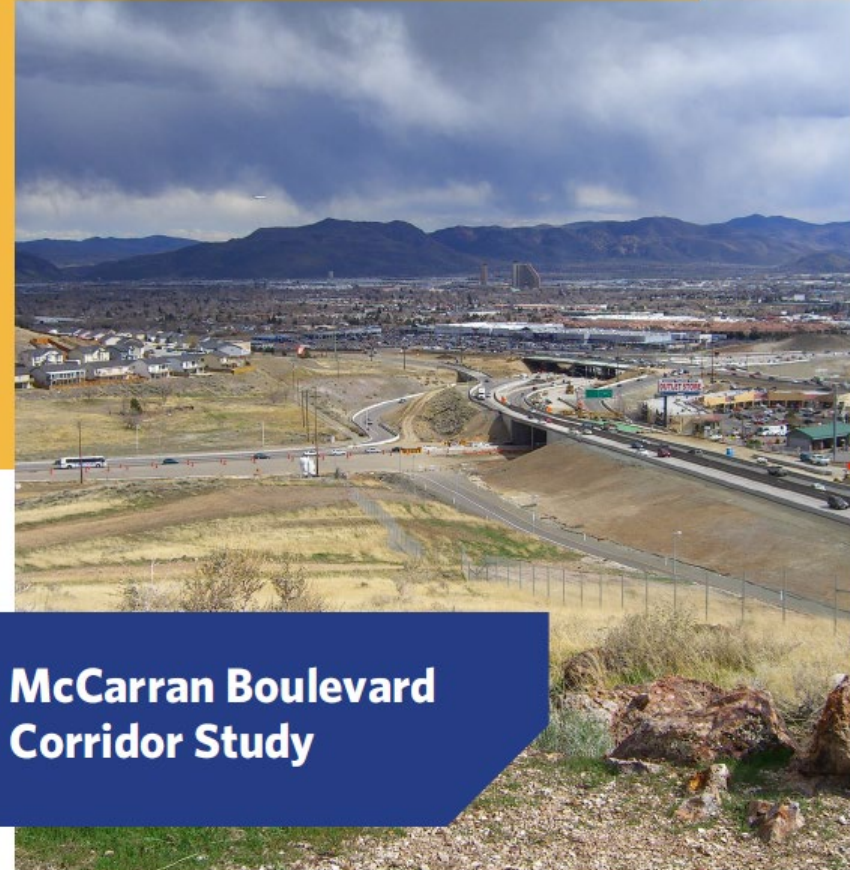




PURPOSE & NEED

- **Identify regional vision for corridor operations**
- **Develop blueprint for project implementation**
- **Reach consensus and alignment on project prioritization**
- **Acknowledge land use challenges and opportunities**

- **Intersection counts & operations analysis (existing & forecast)**
- **Existing and forecast roadway segment traffic counts**
- **Evaluate crash data**
- **Inventory of existing facilities & services**
- **Review of existing plans and reports (RTP, SMPs, etc.)**
- **Land use inventory/proposed development review**
- **Identification of location-specific issues**



McCarran Boulevard Corridor Study

Existing Conditions Report

March 2022
Prepared by CA Group and Parametrix



What is a corridor study?

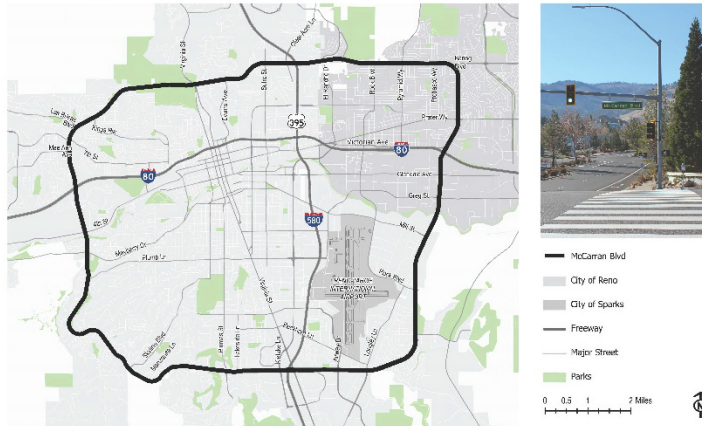
A corridor study is a transportation planning study that takes an in-depth look at a roadway and its surroundings. The end result is a set of recommendations to help the corridor operate more safely and efficiently, and better meet the community's vision.

Why study McCarran?

McCarran Boulevard is a 23-mile ring road encircling the Reno-Sparks urbanized area. This roadway has some of the highest traffic volumes in the region and provides access to a large number of employers. As the area continues to grow, traffic congestion and safety concerns will need to be addressed more strategically.

Key Steps:

- Review existing conditions along the corridor, including traffic volumes, pedestrian and bicycle facilities, transit service, safety, and land use.
- Identify a vision for the corridor based on community and stakeholder input.
- Identify different types of transportation needs, based on a combination of technical analysis and community/stakeholder outreach.



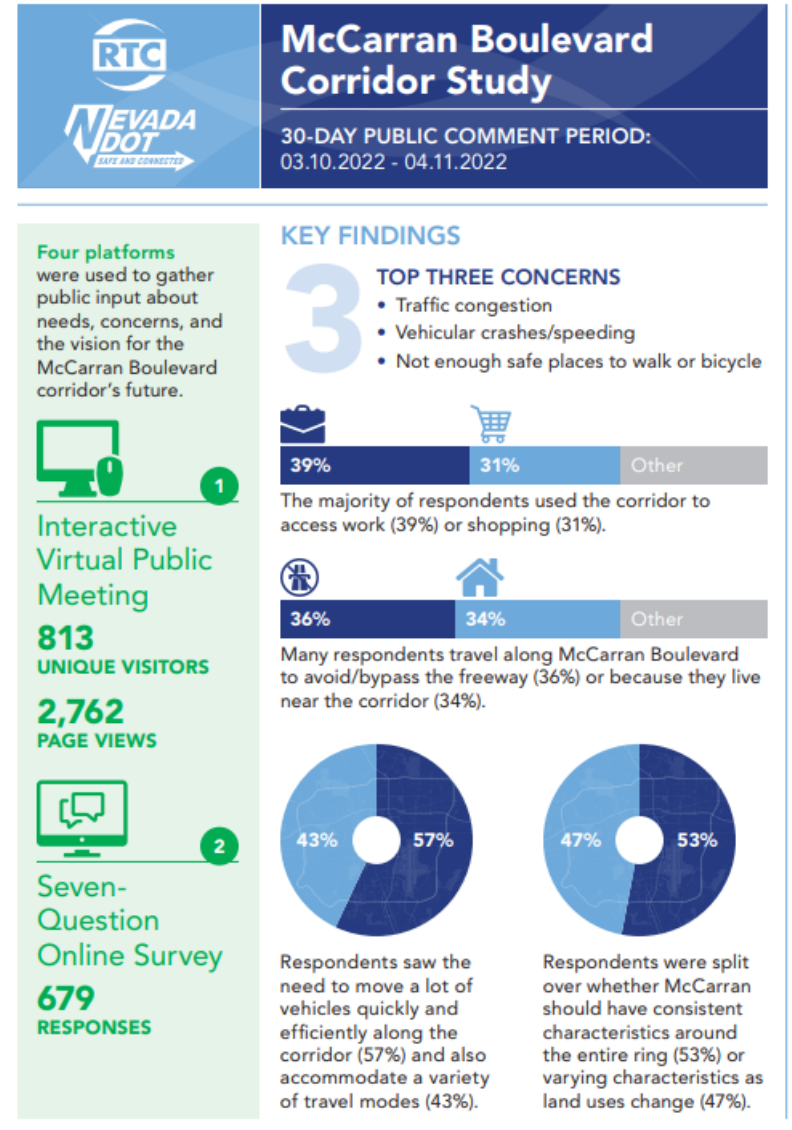
McCarran Boulevard Corridor Study – Public Information Meeting, Spring 2022

- **Public comment period Mar-Apr 2022**
- **Virtual meeting (video, information boards)**
- **GIS StoryMap**
- **Survey**
- **Interactive map**
- **Social media**



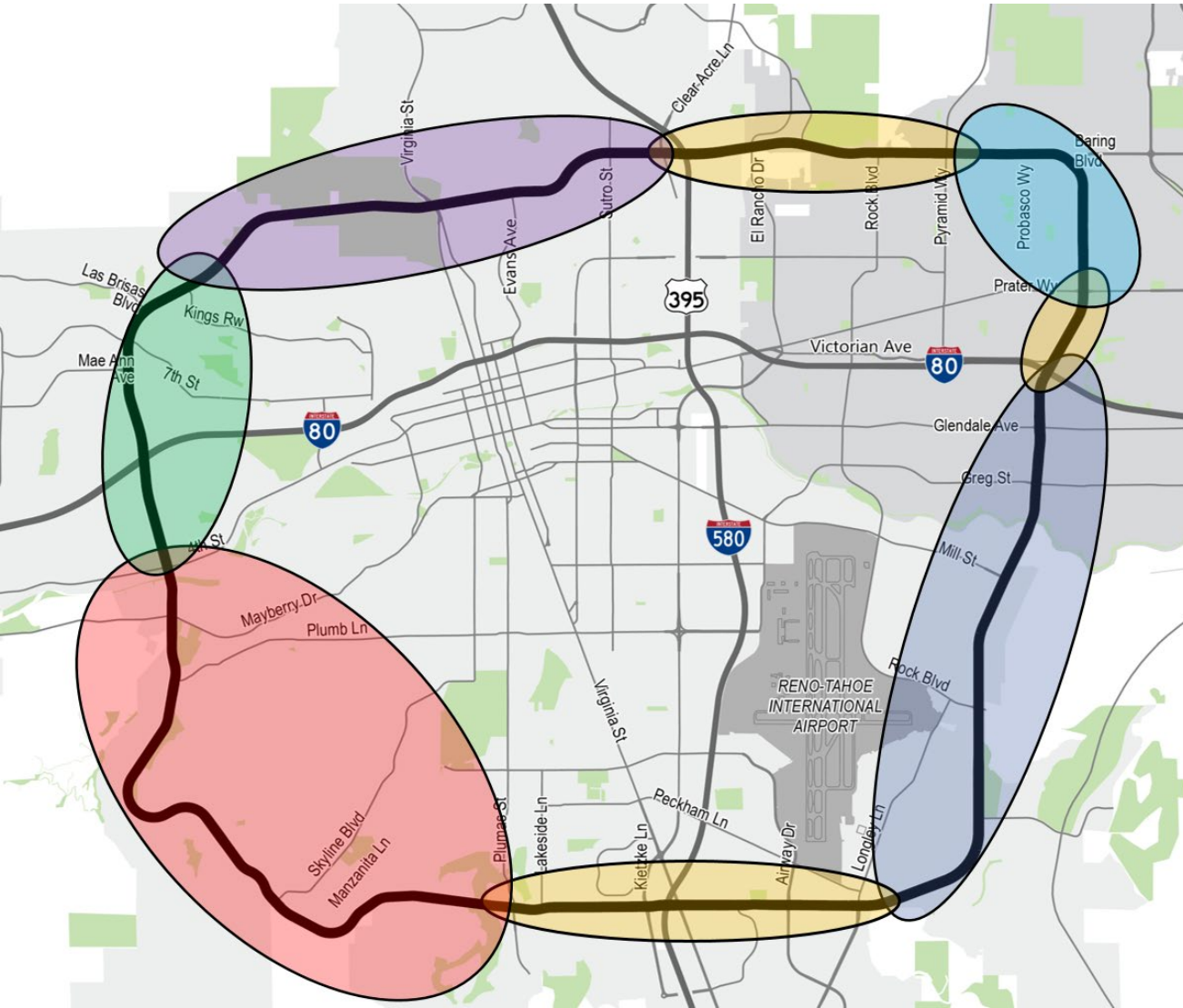
STAKEHOLDER AND PUBLIC INPUT

- **Project TAC Meetings**
 - Tech memo review
 - Written & verbal input
- **Virtual Meeting**
 - 813 unique visitors
 - 2,762 page views
- **Online survey**
 - 679 responses
- **Interactive comment map**
 - 61 comments
- **Social media**



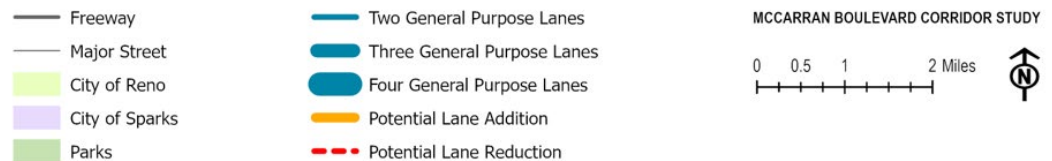
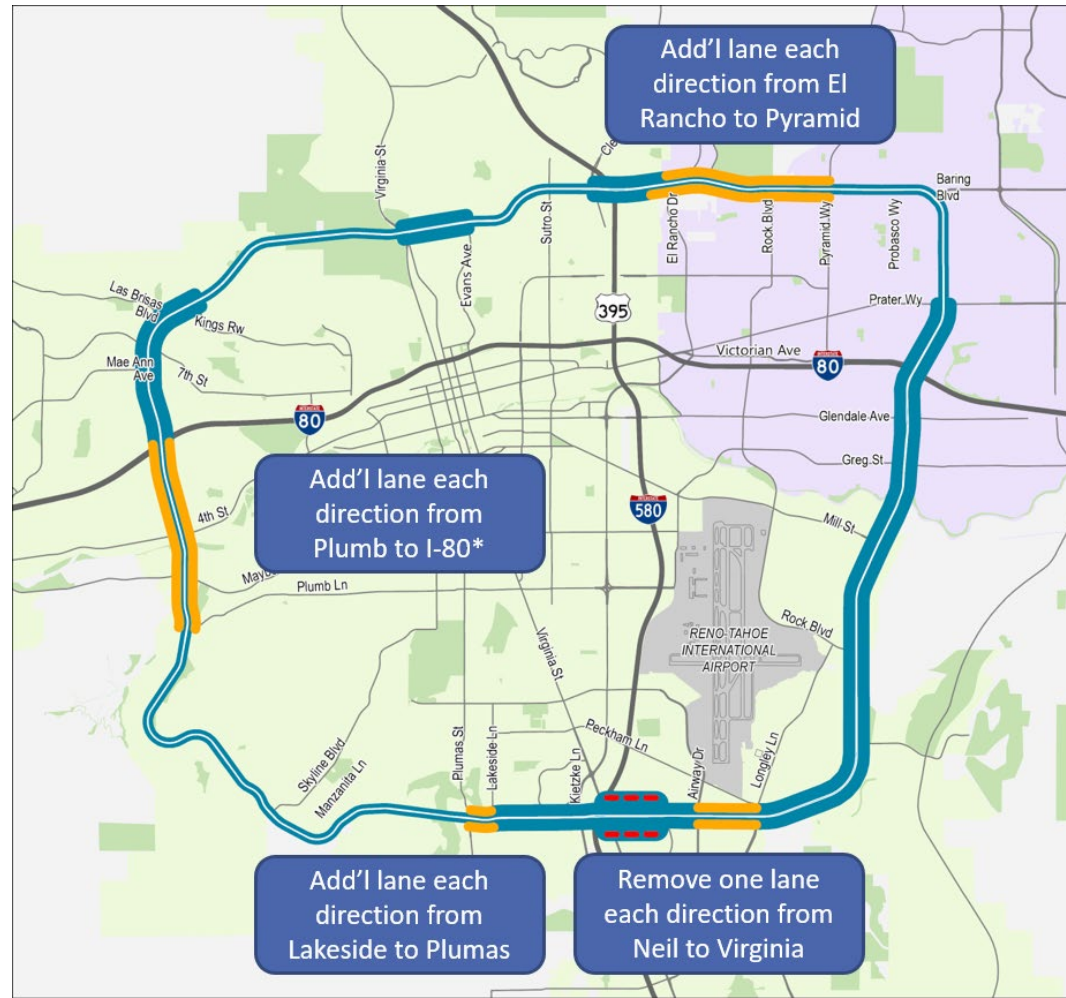


CORRIDOR CHARACTERISTICS



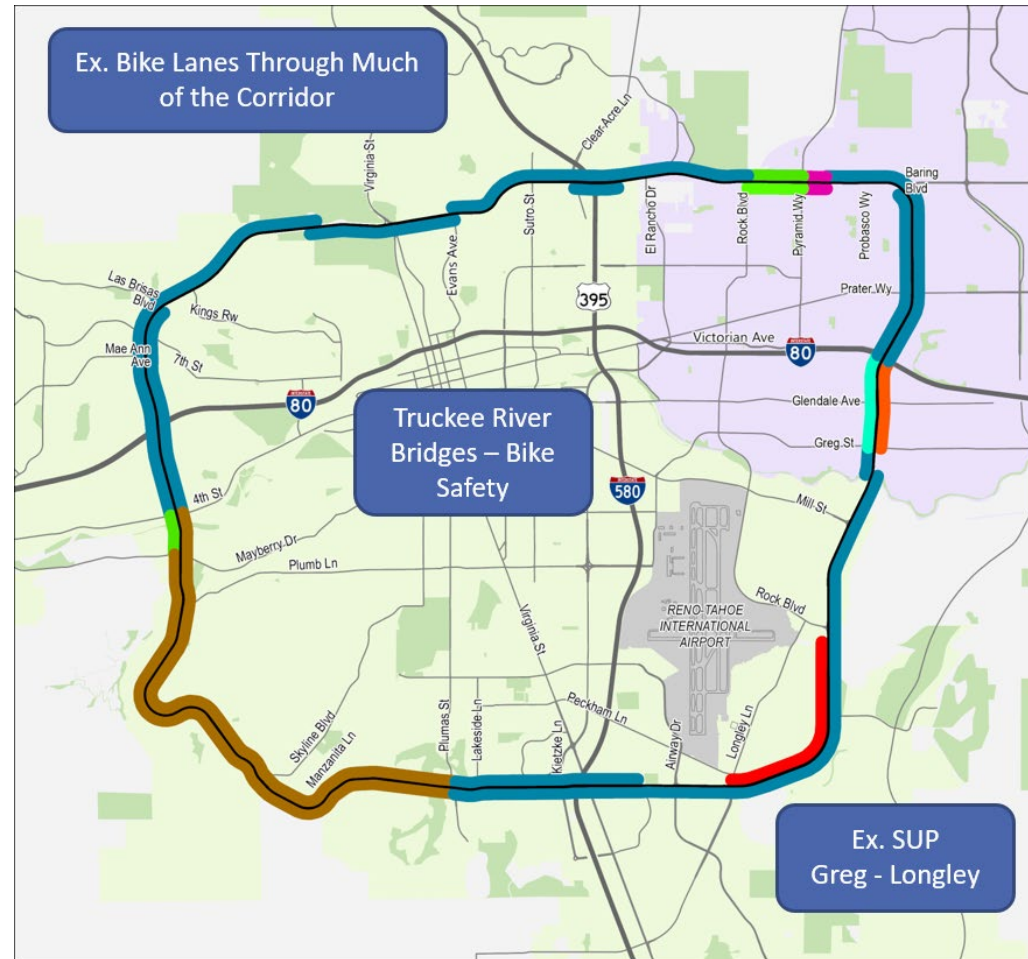
- **Industrial**
 - **I-80 to Longley**
- **High Density Retail**
 - **Longley to Plumas**
 - **Clear Acre to Pyramid**
 - **Prater to I-80**
- **Caughlin Ranch**
 - **Plumas to 4th Street**
- **Low Density Retail**
 - **4th Street to Kings Row**
- **San Rafael/UNR**
 - **Kings Row to Clear Acre**
- **Sparks Residential**
 - **Pyramid to Prater**

INTERSECTIONS



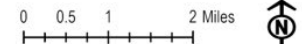


PEDESTRIAN & BICYCLE NEEDS



- Freeway
- Major Street
- City of Reno
- City of Sparks
- Parks
- Existing Protected Sidewalk and Standard Bike Lane
- Protected Bike Lane and Sidewalk
- Barrier Protected Bike Lane and Sidewalk
- Barrier Protected Shared Use Path
- Buffered Bike Lane
- Standard Bike Lane Only
- Standard Curb and Gutter and Sidewalk

MCCARRAN BOULEVARD CORRIDOR STUDY





NEXT STEPS

- **Public outreach/comment through November**
 - Update StoryMap
 - Present transportation needs
- **Draft report by 2023**
 - RTC Board approval
 - NDOT acceptance
- **Incorporation into RTP update and NDOT One Nevada process**





THANK YOU

Dan Doenges, PTP, RSP
Director of Planning

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Building A Better Community Through Quality Transportation
rtcwashoe.com





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Bill Thomas, Executive Director

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 10/21/2022

From: Bill Thomas, Executive Director

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas on federal matters related to the RTC – *no action will be taken on this item*

ATTACHMENT

- A. Written report prepared by Cardinal Infrastructure.

Federal Update for Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure
October 21, 2022, Board Meeting
Prepared October 18, 2022

Congressional Update

The House passed a short-term government funding bill providing appropriations through December 16, 2022. President Biden signed the Continuing Resolution hours before a shutdown would've kicked in at midnight on September 30th. The lower chamber cleared the measure in a 230-201 vote, with only 10 Republicans supporting it. The funding bill also provides billions in additional Ukraine aid and disaster relief.

The temporary funding package buys time for congressional negotiations on a broader government spending deal that would increase agency budgets in the new fiscal year, which began October 1. But much hinges on the outcome of the elections, which will determine the makeup of Congress in 2023, including how both parties want to flex their leverage in spending talks.

BIL Implementation

On September 21, the U.S. Senate Committee on Environment and Public Works held a hearing on state and local perspectives of the Bipartisan Infrastructure Law (BIL). Witnesses included Nicole Majeski, Delaware Secretary of Transportation (home State of the Committee Chair); Jimmy Wriston, West Virginia Department of Transportation (home State of the Ranking Member); Regine Romero, Mayor of Tucson; and Jim Tymon, head of AASHTO and former House T&I staffer. Tymon and Wriston highlighted concerns with the emphasis of funding in discretionary grants (available to state and locals) in BIL, which has resulted in a complex application process across numerous existing and new grant programs. Under the first year of BIL and FY22 appropriations, US DOT is responsible for administering \$28 billion in discretionary grants, compared to \$5 billion the previous year. However, BIL also significantly increased the formula funding levels for highway and transit programs.

States prefer the flexibility of formula programs (largely available to only state DOTs). Mayor Romero said he has not found the application process overly cumbersome but did mention the city has had to hire consultants to help navigate the grant programs. Secretary Majeski similarly noted that Delaware has turned to consultants for assistance while acknowledging the large amount of work required for grant applications.

EV Charging Formula Grants Awarded

All 50 states along with Washington, D.C. and Puerto Rico had their electric vehicle charging plans approved by DOT, allowing for the disbursement of \$1.5 billion to begin building out a nationwide EV charging network as envisioned by the infrastructure law. Ultimately, DOT approved every plan after earlier approving 35 plans, despite some states arguing that their drivers don't use EVs and that the money would be better spent elsewhere.

Secretary Buttigieg said the approval ensures "every part of the country — from the largest cities to the most rural communities — can be positioned to unlock the savings and benefits of electric vehicles." The \$1.5 billion in formula funding to states will be doled out in fiscal 2022 and fiscal 2023 for chargers intended to cover about

75,000 miles of highways. In total, the infrastructure law provides \$5 billion for the next five years to build and maintain a nationwide EV charging network.

DOE State Energy Program

The Department of Energy (DOE) has [announced](#) funding levels for the "State Energy Program" (SEP) to expand state clean energy programs. DOE is currently accepting applications from states and the list of eligible projects is *quite flexible*. This is a **formula grant program**, and each state's allocated amounts can be found [here](#).

It may be worthwhile for you to connect with your state energy office to determine if any activities or buildings that you own could be eligible for some of this funding. Per DOE, SEP funding affords states broad flexibility to finance a range of activities and projects, such as: Installation of renewable energy systems and clean energy infrastructure; Innovative clean energy technology demonstration projects; Energy efficiency upgrades; Clean energy financing programs; Critical planning for clean energy and workforce development programs. **The Bipartisan Infrastructure Law expanded the list of eligible projects and specifically included transportation efficiency and electrification.**

Examples of previous projects that were funded through the program include:

- In [Maryland](#), a partnership with IKEA to install a solar canopy and EV chargers in parking lots
- In [Kentucky](#), the creation of a solar project siting tool
- In [Wisconsin](#), improving energy security and resiliency for local and tribal governments
- In [Arizona](#), completing critical energy efficiency upgrades to a city-owned building
- In [Wyoming](#), distributing funds to local governments and businesses for efficiency upgrades

Click [here](#) for more resources from DOE's state and local solution center.

EV Tax Credit

U.S. lawmakers passed and Biden signed a provision in the Inflation Reduction Act that most legal experts see as an obvious violation of international trade rules. The new tax credit for U.S. buyers of qualifying electric vehicles made in North America has ignited the specter of a trade war as a domestic imperative of the Biden administration and Democrats collides with the complex realities of globalization. European Commission spokeswoman Miriam Garcia Ferrer said, "we think that it's discriminatory, that it's discriminating against foreign producers in relation to U.S. producers," calling the credits a "new, potential, trans-Atlantic trade barrier." "Of course this would mean that it would be incompatible with the WTO," she said.

Buy America

Three key House Transportation Committee Republicans are asking DOT's inspector general to investigate the Southeastern Pennsylvania Transportation Authority's compliance with FTA Buy America requirements with regard to a railcar procurement from the state-owned China Railway Rolling Stock MA Corporation. The \$138 million contract was awarded in 2017 and its initial delivery date of 2019 was pushed back to 2023.

Chairman Dfazio Letter

Chairman DeFazio, of the House Transportation and Infrastructure Committee sent a letter to FTA Administrator Fernandez expressing concerns over enforcement of the provisions prohibiting transit agencies from purchasing rolling stock from Chinese manufacturers. Specifically, the chairman is calling for FTA to implement enhanced oversight of State Owned Enterprises doing business with transit agencies, particularly those agencies that were exempt from the original legislation.

The letter suggests steps to be taken by FTA. “Such oversight standards could include recommendations to conduct additional audits beyond the currently mandated pre-award and post-delivery audits, as I understand has been done by one exempt transit agency in the past; practices for deeper vetting and verification of component and subcomponent cost and origin data; and other oversight enhancements as identified by FTA. While thorough Buy America compliance reviews are critical for all federally-funded procurements, they take on even greater significance for transit agencies purchasing rolling stock from entities that are intent on gaming the system and undermining legitimate competition. While transit agencies may be inclined to assume good faith by manufacturers in most of their procurements, this assumption should not be extended to predatory SOEs. FTA issuing a set of targeted oversight standards specifically for SOE procurements could help transit agencies ensure SOE compliance with Buy America until such time as Congress can fully prohibit transit agencies from making such procurements with federal funds.”

APTA

APTA’s TRAMSform conference was held in Seattle, WA October 9-11. Leaders representing all facets of the public transportation industry converged at APTA’s TRANSform Conference this week in Seattle, WA. Hosted by King County Metro, the event was APTA's largest ever annual conference, with more than 3,000 attendees and 135 exhibitors.

TRANSform began with the Opening General Session Mon., Oct. 10. APTA President and CEO Paul P. Skoutelas welcomed attendees. APTA Chair Dorval R. Carter Jr., president, Chicago Transit Authority; and Immediate Past Chair Jeffrey A. Nelson, CEO/managing director, Rock Island County Metropolitan Mass Transit District (Metrolink), Moline, IL, also gave remarks.

Terry White, general manager, King County Metro; Julie Timm, CEO, Sound Transit; King County Executive Dow Constantine; and Adiam Emery, director, transportation operations division, Seattle DOT, offered a welcome to the city. Veronique Hakim, senior vice president and national transit and rail market sector leader, HNTB Corporation, gave the sponsor remarks.

Francis “Buddy” Coleman, chief customer officer, Clever Devices Ltd, introduced keynote speaker Kal Penn, actor, writer, producer, and former associate director of the White House Office of Public Engagement.

The event included a General Session from FTA on Transit Workforce Solutions with FTA Administrator Nuria Fernandez, and an FRA Listening Session and Update with FRA Administrator Amit Bose and Deputy Administrator Jennifer Mitchell.

APTA Legislative Committee Meeting

The Legislative Committee heard from Paul Kincaid, Assistant Secretary for Legislative Affairs regarding current actions before Congress. He recapped the funding levels from the IJJA, particularly the large increases in funding for bus procurement and CIG. He emphasized the Buy America provisions as benefiting American workers and manufacturers. He brought attention to the flexibility available for transit agencies to use FHWA funds for some projects and encouraged everyone to visit the [Flex Funding Website](#).

Kincaid also discussed the status of FY 2022 appropriations and the fact the current CR expires on December 16th. With passage of an omnibus appropriations bill in December the Department can move forward with FY 23 discretionary programs.

He announced the White House, DOT, EPA and Corps of Engineers would be holding a Webinar on Accelerating Infrastructure projects on October 13th. The summit will address resources made available by the \$1.2 trillion Infrastructure Investment and Jobs Act (*enacted November 2021*) as well as the \$739 billion Inflation Reduction Act (*enacted in August*) to rebuild roads, bridges, airports, rail and transit lines, and ports; expand access to high-speed internet; deploy clean energy; and strengthen the nation's resilience to climate change.

Kincaid mentioned the supply chain challenges and said that FTA is working with Mayor Landrieu and the White House to find solutions. He is particularly aware of the shortage of cutaways.

Former U.S. Senator Doug Jones spoke about the challenges APTA and the transit industry face in the upcoming congress, especially if one or both houses were to change partisan control. He reminded all agencies of the importance of holding their Members of Congress' feet to the fire and the need to invite their Member of Congress to see the infrastructure that is being put in place as a result of the IJJA.

Ward McCarragher – APTA Legislative Director

Ward provided an overview of the IJJA funding levels and the current status of the FY 23 Appropriations. Of the Covid Relief funding that was provided to transit agencies, 90% has been obligated and 70% outlayed. The FY 23 Appropriations bills differ in the amount of funding for the CIG program. The Senate is recommending \$4.11 Billion while the House has passed \$4.61 for CIG. These amounts will be reconciled in the final bill to be considered in December. He pointed out that there is a sizeable number of Republican Members of the House that oppose passage of any FY 23 Appropriations bill until next year when they hope to be in the majority.

The FTA and FRA have released notices of funding availability totaling \$5.3 billion so far, and they expect to release an additional \$7.6 billion. The remaining NOFO's are the Rail Vehicle Replacement and the Federal State Partnerships for Inter-City Passenger Rail programs.

The IRA contained extensions of the Clean Vehicle and Fuel Tax Credits as well as new climate and equity investments. The Commercial Clean Vehicle Tax Credit will apply to transit vehicles but APTA is awaiting Department of Treasury rules and guidance on implementation.

Ward also discussed the challenges facing the industry implementing the IJJA programs, including financial capacity, supply chain, inflation and workforce. The good news is that transit ridership has returned to 70% of pre-pandemic levels.



REGIONAL TRANSPORTATION COMMISSION

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Meeting Date: 10/21/2022

From: Kristina Swallow, Director of NDOT

RECOMMENDED ACTION

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item*