

Location:



WASHOE COUNTY COMMISSION CHAMBERS
1001 E. 9TH Street, Bldg. A, Reno
Date/Time: 9:00 AM, Thursday, November 17, 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 Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube, 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. Congratulations to Keolis Driver of the Month - Ms. Jessica Ruano
 - 1.3.2. Congratulations to MTM Employee of the Month - Ms. Maggie Underwood

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 10/21/2022 draft meeting minutes. *(For Possible Action)*
- 4.2. Reports
 - 4.2.1. Acknowledge receipt of the monthly Procurement Activity Report. *(For Possible Action)*

- 4.2.2. Acknowledge receipt of the monthly Planning Activity Report. *(For Possible Action)*
- 4.2.3. Acknowledge receipt of the monthly Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees report. *(For Possible Action)*
- 4.2.4. Acknowledge receipt of the monthly Public Transportation and Operations Report. *(For Possible Action)*
- 4.2.5. Acknowledge receipt of the monthly Engineering Activity Report. *(For Possible Action)*
- 4.3. Engineering Department
 - 4.3.1. Acknowledge receipt of a report regarding the Arlington Avenue Bridges Replacement project. *(For Possible Action)*
 - 4.3.2. Approve a contract with JUB Engineers, Inc., to provide design services and engineering during construction for the 2023 Corrective Maintenance project in an amount not to exceed \$267,800. *(For Possible Action)*
 - 4.3.3. Approve a contract with Farr West Engineering for design and engineering during construction for Selmi Drive Rehabilitation project in an amount not to exceed \$390,674. *(For Possible Action)*
 - 4.3.4. Approve a contract with Lumos and Associates, Inc., to provide design services and optional engineering during construction for the Raleigh Heights Rehabilitation project in an amount not to exceed \$688,140. *(For Possible Action)*
 - 4.3.5. Authorize a request for proposals for environmental services, permitting assistance, design, and engineering services for the Sierra Street Bridge Replacement project. *(For Possible Action)*
 - 4.3.6. Approve a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2023 Preventive Maintenance project in an amount not to exceed \$927,490. *(For Possible Action)*
 - 4.3.7. Approve Amendment No. 3 to the professional services agreement with Stantec Consulting Services, Inc., for final design and engineering during construction services on the Oddie/Wells Boulevard Project, in the amount of \$54,370, for a new total not-to-exceed amount of \$1,797,862. *(For Possible Action)*
- 4.4. Public transportation/Operations Department
 - 4.4.1. Approve the purchase of the CrewOpt Module for RTC's HASTUS transit planning and scheduling application for an amount not to exceed \$122,455. *(For Possible Action)*
 - 4.4.2. Approve the following contracts with Air Products and Chemicals, Inc., to implement the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project: (1) Sale of Equipment Contract to build the hydrogen fueling station to refuel hydrogen fuel cell buses at RTC's 1301 East 6th Street facility in an amount not to exceed \$4,945,000; (2) Maintenance Service Agreement to provide routine maintenance services at no cost with respect to the equipment; and (3) Hydrogen Supply Agreement to purchase gaseous hydrogen for RTC activities with respect to hydrogen fueling at 1301 East Sixth Street for 60 months at a rate of \$4,500 per month not to exceed \$270,000. *(For Possible Action)*
- 4.5. Executive, Administrative and Finance Department
 - 4.5.1. Approve contract with Trifox, LLC for Certified Payroll, Prevailing Wage, Apprenticeship Utilization Act, and Davis Bacon Compliance January 1, 2023 through December 31, 2026. *(For Possible Action)*

5. Discussion Items and Presentations:

- 5.1. Acknowledge receipt of a report regarding the Critical Urban Freight Corridor (CUFC) designation in Washoe County. *(For Possible Action)*

6. Reports (Information Only):

- 6.1. Executive Director Report. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.
- 6.2. Federal Report. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Manager on federal matters related to the RTC - no action will be taken on this item.
- 6.3. NDOT Report. Monthly verbal update/messages from NDOT Deputy Director Darin Tedford - no action will be taken on this item.

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

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

9. Adjournment (For Possible Action):

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Michelle Kraus, RTC Board Clerk

RECOMMENDED ACTION

Approve 10/21/2022 draft meeting minutes.

BACKGROUND AND DISCUSSION

See attached for detailed minutes.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

October 21, 2022

PRESENT:

**Ed Lawson, Mayor of Sparks, Chair
Vaughn Hartung, Washoe County Commissioner, Vice Chair
Hillary Schieve, Mayor of Reno
Bonnie Weber, Reno City Council Member, (Alternate)
Alexis Hill, Washoe County Commissioner (arrived at 9:20)**

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

The regular monthly meeting, held in the Chambers of the Washoe County Commission, 1001 E. 9th Street, Reno, Nevada, was called to order by Chair 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
 - 1.3.1 Proclamation - Recognizing Neoma Jardon for her efforts as former RTC Chair

A brief video was shown on Neoma Jardon. Upon conclusion, Executive Director Bill Thomas read into the record a proclamation for Neoma Jaron, listing her many substantial accomplishments during her 9 years serving on the RTC Board, and on behalf of Mayor Ed Lawson, Chair of the Regional Transportation Commission of Washoe County, designating October 21, 2022, as Neoma Jardon day.

Ms. Jardon thanked everyone for this honor and expressed gratitude for the incredible people she's made life long friends with and the positive impacts within the community they've accomplished.

The commissioners then gave their individual congratulations and warmest regards to Ms. Jardon.

At 9:10 a.m. a short recess was called by Vaughn Hartung to have photos taken with the Commissioners and Neoma Jardon.

At 9:12 a.m. Chair Lawson called back to order the Board meeting.

- 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

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. CJ Rogers, local resident and grad student at UNR, addressed the Board to express his concerns with the level of service on the Virginia Line Route. The bus is running anywhere from 5 minutes to 40 minutes late, and the trackers on the buses don't always work. It's been happening more frequently from mid-September to present. During the period of September 28th to October 8th, the 8:30 p.m. bus from Lawlor Station only arrived on 3 of the 8 days. There were no service alerts or emails about the delays. There are a lot of riders waiting on buses, that don't know what is happening.

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

Item 3 APPROVAL OF AGENDA

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.

Items 4.1 thru 4.5 CONSENT ITEMS

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)

On motion of Commissioner Schieve, seconded by Vice Chair Hartung, which motion carried unanimously, Chair Lawson ordered that Consent Items 4.1 through 4.5 be approved.

Item 5.1 thru 5.3 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)

Dan Doenges, Director of Planning presented to the Board an update to the Vision Zero Truckee Meadows Action Plan and how RTC has helped in supporting that effort.

Mr. Doenges said that Vision Zero Truckee Meadows is a community wide effort with participation from everyone from the Federal Highway Administration, NDOT, partners with the City of Reno, partners with the City of Sparks, Washoe County and law enforcement. The RTC got involved to better position ourselves as a Region and to apply for recent Safe Streets for All Grant application, to fund safety improvements within the Region with the Safe System Approach, to try to make the roads safe for all users.

There is a presentation included in the back-up materials for this agenda item.

Commissioner Alexis Hill asked if the High Injury Network map could be enlarged and sent to her, so she can see the high injury network in Verdi. It is a complaint I've been hearing in my district and it would help provide more support for traffic analysis in that area.

Mr. Doenges will send out an enlarged map to all the Commissioners.

Vice Chair Hartung said it would be interesting to find out what that crash data really looks like, i.e. vehicle to vehicle, vehicle to bicycle, vehicle to pedestrian. That will help us in our planning process, even at our local levels, to make those areas safer.

Chair Lawson opened the meeting to public input and called on anyone wishing to speak on Item 5.1. There being no one wishing to speak, the Chair closed public input for Item 5.1.

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

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)

Travis Dunn with CDM Smith, part of the consulting team that is supporting the Advisory Working Group on sustainable transportation funding strategies, presented a presentation, which is included in the back-up materials for this agenda item.

Mr. Dunn discussed the primary source of transportation funding in Nevada, as well as nationally and in Washoe County is taxation of motor fuels. He discussed how over the next 18 years, as consumers increasingly adopt electric and zero emission vehicles, we are expecting to see a continued erosion of revenues from motor fuel taxation. Our estimates for this study show about 50% on a per mile basis over the next 18 years.

Legislature enacted AB413 in 2021, which directed the creation of this Advisory Working Group. The primary objective of the group is to study sustainable long-term funding strategies or mechanisms to replace motor fuel taxes, as a long-term source of reliable funding for highways and other modes of transportation.

Vice Chair Hartung would like the Advisory Working Group to discuss how the taxes will be paid, paying at the pump versus having a flat tax or GST. A flat tax will be a hardship on most people, and also how would you administrate and enforce it? Also, how would all of this affect the gas tax that is dedicated to bonds? It's very important to put it on the record.

Mr. Dunn said this has come up here, as well as other States. I think an important feature of the Advisory Working Group recommendation is that they do not recommend removing the fuel tax, as it is still a very important revenue source for at least the next decade or two. That is how outstanding Bonds will be serviced for that time period. However, eventually the fuel tax will degrade in its ability to generate revenue, because of decreasing fuel consumption. The other mechanisms identified are designed to adjust for that decline and potentially in a future bonding scenario.

Commissioner Hill asked if the quarter charge in urbanized areas is constitutionally allowed in Nevada?

Mr. Dunn stated that one of the important principles that became part of the recommendation package was to ensure that any State efforts to change transportation funding mechanisms, or increase existing mechanisms, is already happening at the local level.

E.D. Thomas wanted to highlight that the way this study committee is put together, RTC Washoe is invited as a designated participant, so my obligation representing this Board and this Agency expanded to Washoe County, City of Reno and the City of Sparks.

Mr. Thomas said one issues is how are we going to replace a diminishing revenue source for a continuing need that is only growing? I brought the idea to the table of doing a flat fee, at least in the interim, as it would capture some money for electric vehicles, because they are paying nothing right now.

That particular strategy is going to be very difficult and the one thing I saw, which I'm glad to see what the Group did, was to really focus on the Utah model. Utah is kind of approaching from the standpoint that you can't just turn a switch on and off on this. This is going to be transitional, which is probably going to take many years to put up.

To answer all the questions you're talking about, like when do people pay? Can you have them pay every month? Can you pay daily, etc., so it is something that is within the budget of the people. I wanted to share this and put on the record, which we did, is that most of the focus right now is on the State-wide shortage. As Travis said, we have a very good system here, because of the wisdom of leadership and more importantly the voters. The voters twice voted to put an index on themselves, and I think what came out of this was an awareness by other Counties. Other counties don't have anything like this and I was hoping, and I saw that it was captured, that this kind of issue gets talked about the rest State wide. My belief is that if the State supports gaps in County funding, and we're one of only two counties that has an index, what does the future hold for us, who as voters have decided to tax themselves more?

Vice Chair Hartung stated for the record on Mr. Thomas' point, I think this is a possibility, especially for electric vehicles, and potentially hybrids. If we say we're going to increase GST, maybe we attach it to the same way that local taxes are paid on a lease. Instead of collecting that money from the person each month, it gets paid in your lease payment. Then it's distributed as part of those taxes that a bank would normally send to the Nevada Department of Taxation and they would distributed to the jurisdictions. Or through the payment itself, if it's not a lease, it's just a car payment, same scenario where you are making payments on a monthly basis, and if the person is fortunate enough to be able to cut a check for their vehicle and buy it outright, then it becomes a lump sum when they register their vehicle. Just some thoughts and concepts of how that money can be collected each month.

Chair Lawson said he talked to Mr. Dunn the other day, and for him, we need to not reinvent the wheel. When you plug in your vehicle, you're paying the tax. Just like when you put the pump in your vehicle, you're paying the tax at that time. We get into all these complicated formulas and I'm the least in favor of a GST, because it does hit the most vulnerable population. If you've registered a vehicle, your GST is higher than your registration in every case, which is not productive. This is a complicated issue and it's going to be in the State Legislature. So, you have

120 days and 1900 bills, this is one we will have to watch very closely, because it could go south in a heartbeat. Thank you for your time.

Chair Lawson opened the meeting to public input and called on anyone wishing to speak on Item 5.2. There being no one wishing to speak, the Chair closed public input for Item 5.2.

5.3. Acknowledge receipt of a report on the status of the McCarran Boulevard Corridor Study (For Possible Action)

Dan Doenges, Director of Planning presented an overview on the McCarran Boulevard Corridor Study with a PowerPoint presentation, which is included in the back-up materials for this agenda item. This is something that we partnered with NDOT on. They approached us to help lead the study and they are funding it, which is much appreciated. McCarran Boulevard is completely owned and operated by NDOT.

An overview of the purpose and need of this study is to identify regional vision for corridor operations to develop a blueprint for project implementation, reach consensus and alignment of project prioritization and acknowledge land use challenges and opportunities. The landscape is quite varied along the loop, so we are trying to get ahead of things and come to common vision in terms of transportation needs with the overall vision of the corridor.

In spring 2022, we did our initial public outreach, which was very successful. We had a virtual meeting platform, as well as an online survey and interactive map where people could leave comments. The top three concerns that we heard from the public were traffic congestion, crashes and speeding, and the need for more safe places to walk and bicycle.

We've identified needs for both vehicles, as well as multi modal, and intersection improvements. We analyzed both existing and forecast traffic conditions, so we have an idea of the level of service we might need 20 years down the road.

Commissioner Schieve asked if you have reached out to our patrol officers in Reno and/or Sparks? In speaking with Reno officers, they had a lot of data and information. I think it would be critical to connect with them, which I am happy to help with. There are also some landscaping issues.

Dan Doenges said we've worked with the local staff in terms of our advisory committees, but haven't had a great law enforcement presence, so we can certainly follow up and reach out.

Commissioner Schieve said she would like to sit down with Dan Doenges and go over the issues, so it is on our radar. We would be happy to push some of the surveys you've done through our channels, like we just did with the Bike Pilot project.

Bill Thomas added that one of the biggest challenges on McCarran Boulevard is that it is our ring road, and people use this road as the alternative to the freeway. So, it has a very significant regional purpose, which is a challenge for all of you, because you represent not only the region but also the individual people who live next to it. The biggest challenge on this road is one step below a freeway, if it doesn't function, the consequences are that other roads throughout the community feel the impacts.

Commissioner Hill said that Mayor Schieve brought up a good point, I just want to make sure we are reaching out to other partners like TMBA, who advocate for bicycle infrastructure. Mayor Lawson and I were interviewed by TMBA yesterday, and we brought up the fact the e-bikes have changed the game as far as more people getting out. Thank you so much for tackling this.

Vice Chair Hartung asked if we have traffic counts and times from Pyramid to El Rancho that we can see? The new Hug High School has dramatically affected Pyramid Highway to Sullivan/El Rancho, and it has changed the nature of surrounding roads like Wedekind, which is a country road. If you go through Wedekind in the afternoon when school lets out, the traffic backs up all the way from El Rancho to Sullivan on Wedekind. The entire section of road heading west is filled with cars. I'm hopeful that we can increase the capacity on McCarran.

Chair Lawson would like to see a synchronization of the lights on McCarran Boulevard for better traffic flow.

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

Items 6.1 thru 6.3 REPORTS

6.1 RTC Executive Director Report

1. Last month, the RTC and the City of Reno hosted a community meeting to discuss the Holcomb Avenue Rehabilitation Project, between Burns and Liberty Streets. Residents had the opportunity to ask questions and learn from our project team members. This project is part of RTC's annual Pavement Preservation and Rehabilitation Program. That includes rehabbing some existing asphalt roadways and replacement of some concrete and non-ADA pedestrian ramps, road-restriping and reconfiguring the Holcomb-Sinclair intersection. The city is also proposing to modify the road configuration to provide additional buffer for bike lanes. Construction is scheduled to start next spring.
2. The Vision Zero Truckee Meadows Task Force is reminding residents to be on the lookout for pedestrians. It's getting dark, earlier, and the clocks will fall back in just a couple of weeks. Nevada statistics show that 70 percent of pedestrian fatalities occur when it's dark outside. The #Dusk2DawnNV Campaign prompts the community to take extra roadway precautions to reduce pedestrian deaths to zero. The RTC is also teaming up with the Reno-Sparks Chamber of Commerce to conduct a Distracted Driving Campaign. That will run from October 30th through November 6th.
3. On October 20th, the RTC partnered with KOLO 8 News Now and Target to collect winter clothing for foster children. The "Children in Care Stuff a Bus Drive-By Donation Drive at the Legends Target was another successful event. We collected jackets, coats, sweatshirts and other cold-weather clothing and gift cards for more than 800 kids who could use the community's support. We are proud to be a part of this very worthwhile event. Thank you to everyone who participated.

4. The RTC will offer free transit on Election Day for anyone who needs a ride to a polling place. That's Tuesday, November 8th. Voting is one of our most fundamental rights, and we know how important it is for people to participate in the process. Also, Veterans Day is on November 11th. The RTC will honor our veterans and active military by providing free transit services for everyone on this holiday. Thank you to all of the men and women who served -- and those who are still serving our country.
5. On Tuesday, the RTC held a press conference regarding our participation in the Safe Space Program. This is a valuable service for our vulnerable youth populations that deal with a number of issues and conflicts. We are partnering with Children's Cabinet, Eddy House and Keolis North America to remind the public of available support services. Northern Nevada has 59 active locations for individuals to go, in addition to all McDonald's restaurants, and the RTC's 120 buses and vans, and more than 11-hundred bus stops. Anyone who requests safety may receive it at any of these locations.
6. I would like to note that our next Board meeting will be held on Thursday, November 17th, at 9:00 a.m., due to scheduling conflicts.

6.2 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 noted that the RTC was not successful in receiving a Grant for the North Valleys Lemon Drive Project. Though, we did learn that we can improve our chances in the next round of applications by providing more data for crash outlooks, safety and environmental sustainability.

Mr. Nelson also noted we are looking at other funding opportunities, including the Protect Grant, that deals with Environmental Sustainability.

6.3 NDOT Director Report

NDOT Deputy Director Darin Tedford gave a presentation and spoke on the following topics:

Traffic Safety – which included:

- October is National Pedestrian Safety month
- Nevada Traffic Safety Summit in Sparks
- Fatality Rate by Race/Ethnicity
- Motorcycle Safety
- Winter Weather Conditions and Safety

Mr. Tedford spoke about their Maintenance Academy where 200 team members learned about accident investigations, emergency planning, traffic incident management and much more. Highway Maintenance Worker 1's through 3's with 136 awards for being accident free on the job. Additional awards will be handed out to Worker 4's, supervisor 1's and 2's and Managers in November at the next Maintenance Academy in Las Vegas.

He then provided updates on FY22 Funding & Program Highlights, the Nevada Infrastructure Summit, Electric Vehicle Infrastructure Deployment Plan, and the SBX Project.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Hill announced that on November 16th, we are hosting an Incline Village in Crystal Bay Transportation Summit, which Amy Cummings will be leading, and it will be at the Parasol Building at 4:00 p.m.

Commissioner Hill had the privilege of being on a NDOT Safety Summit Legislative Panel with Mayor Lawson and learned about Local Road Safety Plans for communities. She would like to get a presentation on that on how the County and Cities can take advantage those plans and grants. She also asked when was the last time that we did a Public Transit Audit? Have we done a Peer comparison recently or may I see the last one we did?

Vice Chair Hartung spoke about the comments we heard on the Virginia Line bus service, and it not being reliable. I don't know what the reasons are for the delays and/or buses not showing up, but we need to get this on the agenda and have this conversation.

Bill Thomas stated we do have an app and we do track this information. We want people to use this, so it has to be reliable and we will look into what is going on. Reliability is a key driver for us and working with Keolis.

Commissioner Weber asked if we could get a report from NDOT on the cleaning up the 395 Corridors and how that happens, if it happens and if it is on a schedule?

Commissioner Hill stated, this is why she asked for the Public Transit Audit, because we have some opportunity to learn how to better our service.

Chair Lawson stated that Commissioner Hill would need to direct that question to Mr. Thomas and then he could get with Ms. Weber privately or bring it back to the Board.

Item 8 PUBLIC INPUT

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

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

Item 11 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:44 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: 11/17/2022

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
Bus Stop Improvement and Connectivity Program-Phase 4	December 8, 2022

Request for Proposals (RFP)	
Project	Due Date
Active Transportation Plan	November 18, 2022
Bus Air Disinfection System	December 12, 2022
Keystone Bridge Rehabilitation	December 16, 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
SMART Grant Application for Pyramid Highway Intelligent Corridor	Kimley-Horn and Associates	\$29,435
Kayak Park Design for Arlington Bridge	Recreation Engineering and Planning, Inc.	\$48,960

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
Terminal Great Room & Elevator	Houston Smith Construction	10/27/2022	17	\$13,037.43	\$2,143,201.18



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

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.

PLANNING STUDIES

ATTACHMENT A

McCarran Boulevard Corridor Study	
Dan Doenges, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/
<i>Status: Public outreach underway and comments being compiled. Draft report under development.</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">• <i>Agreement for the bicycle and pedestrian count program executed and staff is strategizing count locations.</i>	
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">• <i>Regional crash analysis underway.</i>	

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities	
Lauren Ball, Project Manager	
<i>Status: RTC staff conducted the following outreach activities from October 20 – November 17:</i>	
<i>October 20</i>	<i>Stuff A Bus: Children In Care Donation Drive</i>
<i>October 26</i>	<i>AMPO Annual Conference Seminar - Innovations in Community Engagement for Corridor Planning</i>
<i>November 2</i>	<i>RTC Citizens Multimodal Advisory Committee (CMAC) Meeting</i>
<i>November 3</i>	<i>RTC Technical Advisory Committee (TAC) Meeting</i>
<i>November 3</i>	<i>AMPO Emerging Technologies Working Group Meeting -RTC Planner Xuan Wang moderated meeting</i>
<i>November 3</i>	<i>UNR Reynolds School of Journalism Class - RTC Participation in Public Relations Ethics Panel</i>
<i>November 9</i>	<i>Planning Career Fair at UNR hosted by NVAPA Northern Section</i>
<i>November 9</i>	<i>2022 Nevada Transportation, Tourism, and Trails Summit Presentation – Applying Crash Data Analyses to Improve Roadway Safety in the Truckee Meadows</i>
<i>November 9</i>	<i>2022 Nevada Transportation, Tourism, and Trails Summit Presentation - Vision Zero Update</i>

Media Relations & Social Media	
Lauren Ball, Project Manager	
<i>Status: The RTC issued 6 news releases and received 4 media inquiries regarding Peckham Lane closures, the McCarran Boulevard Corridor Study, RTC office hours and transit schedules for Nevada Day, RTC’s VANPOOL program, contract-administration litigation, free transit on Election Day, free transit on Veterans Day, and Vision Zero time-change awareness.</i>	
<i>Social media was used to promote and provide information about the RTC Board Meeting, Peckham Lane closures, the McCarran Boulevard Corridor Study, RTC office hours and transit schedules for Nevada Day, RTC’s VANPOOL program, free transit on Election Day, free transit on Veterans Day, Vision Zero time-change awareness, a survey by the Placer County Transportation Planning Agency about potential rail service between the Bay Area/Sacramento/Reno-Tahoe, Neoma Jardon Day, and more.</i>	
<i>Social media metrics for the month of October: 16,475 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 Ed Pass Program that provides free transit with a UNR or TMCC ID, pedestrian safety information with the upcoming time change, details about the McCarran Boulevard Corridor Study, and free transit on Election Day.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Daniel Doenges, Director of Planning

RECOMMENDED ACTION

Acknowledge receipt of the monthly Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees report.

BACKGROUND AND DISCUSSION

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on November 2nd, 2022; acknowledged receipt of a presentation on the Nevada State Freight Plan Update and Critical Urban Freight Corridor Designation in Washoe County; and acknowledged receipt of a presentation on Vision Zero Truckee Meadows Action Plan, 2022 Update.

Technical Advisory Committee (TAC)

The TAC met on November 3rd, 2022; acknowledged receipt of a presentation on the Nevada State Freight Plan Update and Critical Urban Freight Corridor Designation in Washoe County; and acknowledged receipt of a presentation on Vision Zero Truckee Meadows Action Plan, 2022 Update.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC met on October 27th, 2022, acknowledged receipt of a report on the Year 1 Indexing of the 7th Edition Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and the RRIF Capital Improvement Plan (CIP); acknowledged receipt of a report on opportunities to enhance the Regional Transportation Commission's ability to facilitate more proactive and regional analysis of anticipated growth and changed conditions; and acknowledged receipt of a report regarding Amendment No. 3 to the Federal Fiscal Year (FFY) 2021-2025 Regional Transportation Improvement Program (RTIP).

FISCAL IMPACT

There is no fiscal impact related to this action

PREVIOUS BOARD ACTION

There has been no previous board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Mark Maloney, Director of Public Transportation

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.

Highlights

RTC Offers Free Transit Services on Election Day and Veterans Day – On Tuesday, November 8, in partnership with the Washoe County Registrar of Voters, the RTC offered free transit service on Election Day to allow everyone the opportunity to reach their polling locations. In honor of Veterans who served and made sacrifices for our freedom, the RTC offered free rides on all RTC transit services on Veterans Day, Friday, November 11.

RTC RIDE Key Highlights – October

- New Uniforms for drivers arrived and are being disseminated
- Drivers were encouraged to wear pink on October 13 for *Cancer Awareness Month*
- Released 4 trainees to operations for revenue service
- 1 driver resignation
- 3 driver terminations
- Safe Place Presentation on October 18
- Stuff A Bus – For Children in Care on October 20
- On October 21 Keolis held a Safety Day lunch providing staff with sandwiches, chips, cookies
- Halloween Party held on October 31. Staff served cookies, candy and drinks to drivers
- 6 new electric diesel hybrid buses of 6 coaches are delivered, inspected and now in revenue service
- 2 open Shop Supervisor positions
- Shop technicians are fully staffed
- Keolis requirement remains open for an IT candidate
- The October Safety Meeting topics included chartering the Safety Committee and Site Management teams
- 2 New ULP and 5 Grievances filed



Keolis represented staffing headcount as of October 28, 2022:

Position	Total Employed	#Needed
Coach Operator Trainees	9	9
Coach Operators	152	25
Dispatchers	6	0
Road Supervisors	4	2
Mechanic A	5	0
Mechanic B	4	0
Mechanic C	4	0
EV Technician	1	0
Electronics Tech	0	2
Body Technician	2	0

RTC ACCESS Key Highlights – October

Safety

Accidents: 0

Injuries: 0

YTD Preventable Accident Count: 9

YTD Injury Count: 5

October Safety Blitz – Fixed objects, Mirror Station that incorporated a Halloween theme.

October Safety Meeting – Focused on Ergonomics

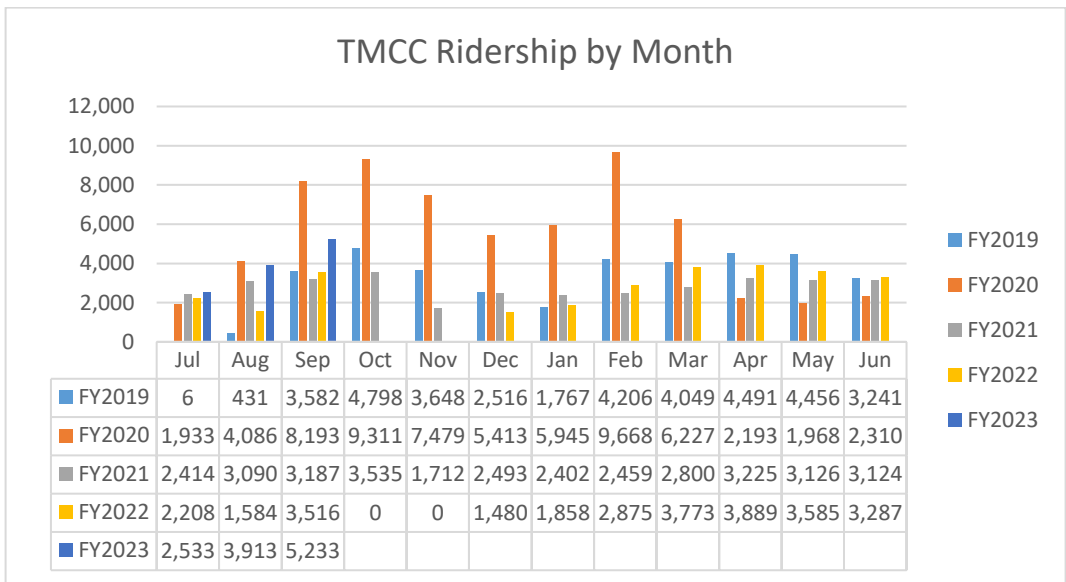
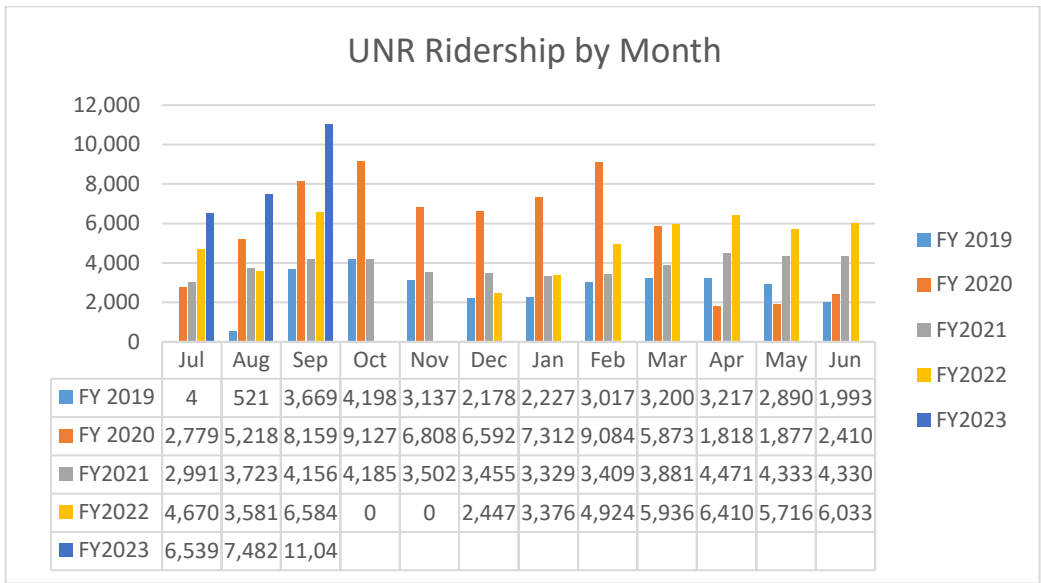
Recruitment/Staffing Update – MTM held one class of three on October 18

MTM represented staffing headcount as of October 28, 2022:

Position	Total Employed	#Needed
Drivers	47 FT – 7 PT	8 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	0
Utility Worker	2	0

TRANSIT DEMAND MANAGEMENT (TDM) Update

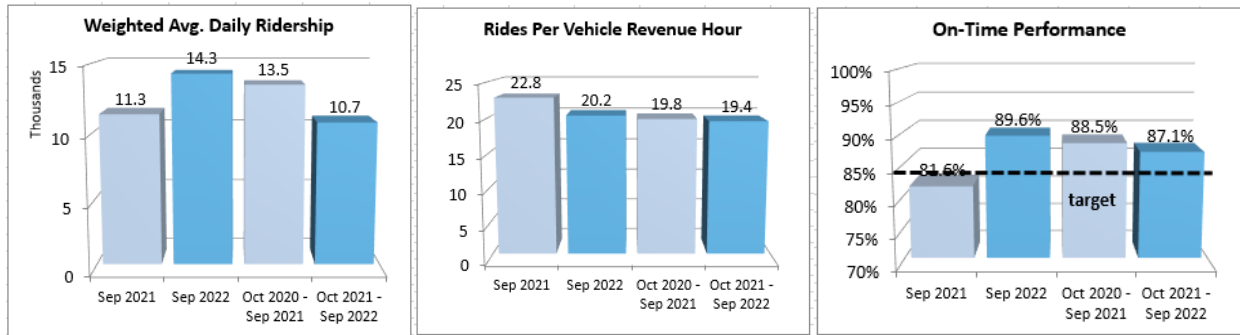
- Vanpools increased from 347 to 348.
- RTC Washoe's vanpool program set new yearly highs (Federal FY22) having saved 552,278 trips and 18,974,611 miles being driven.
- Smart Trips staff manned a table at Peppermill's Wellness fair on October 5th.
- Staff had a table at the Carson City Small Business Fair (with the Lt. Governor's office of Small Business) on October 18 to promote the vanpool program.
- Staff had a table at Western Village's Wellness fair on October 20 to promote the Smart Trips Program.
- The *Washoe County Tahoe Transportation Plan* public meeting in Incline Village was rescheduled to November 16 at 4:00p at 948 Incline Way, Incline Village. RTC will have one of the vanpools there to show attendees.
- The *Northern Nevada Transportation Management Association (TMA)* met and will have its first outreach event the last week of January.
- Ridership numbers from the ED Pass Program through the month of September:



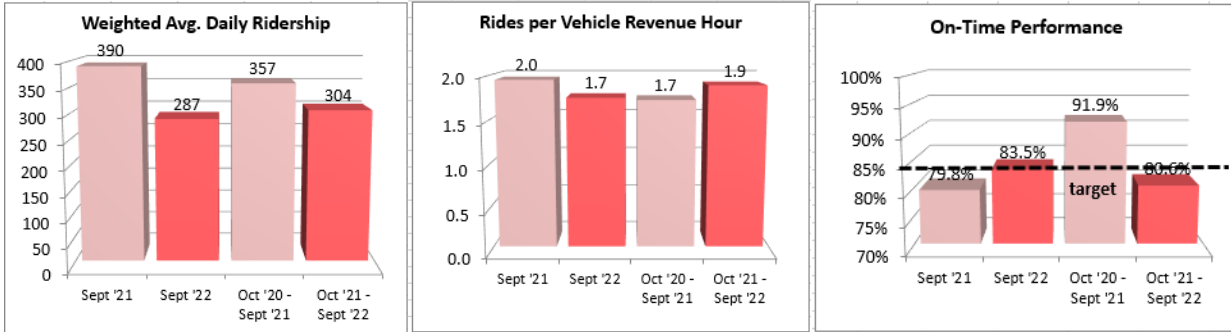
Ridership numbers in October & November of 2021 were affected by the driver strikes.

SEPTEMBER 2022 TRANSIT PERFORMANCE

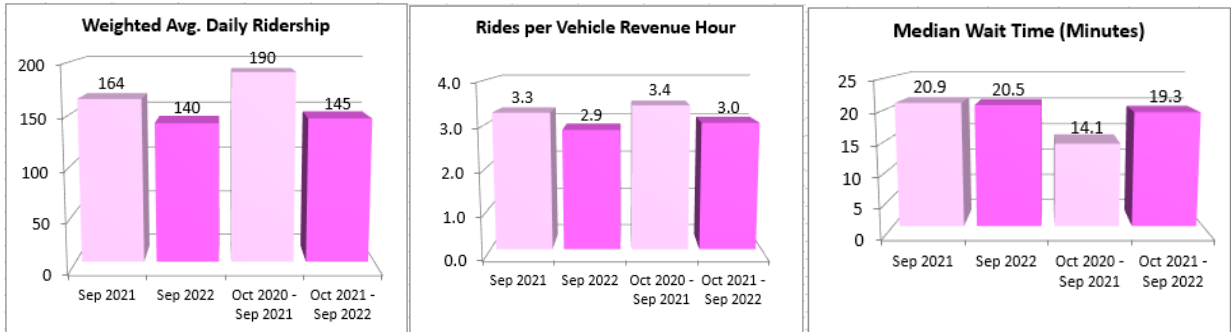
RTC RIDE



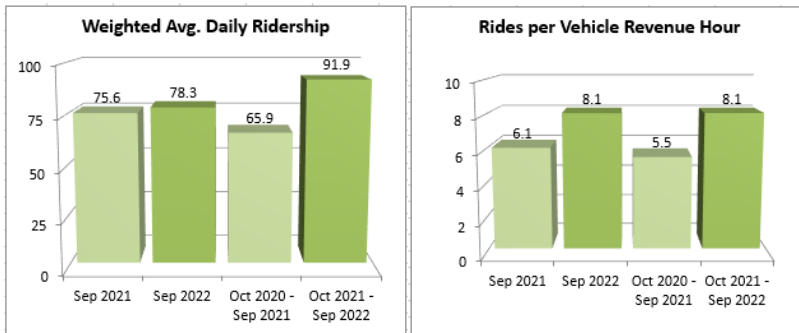
RTC ACCESS



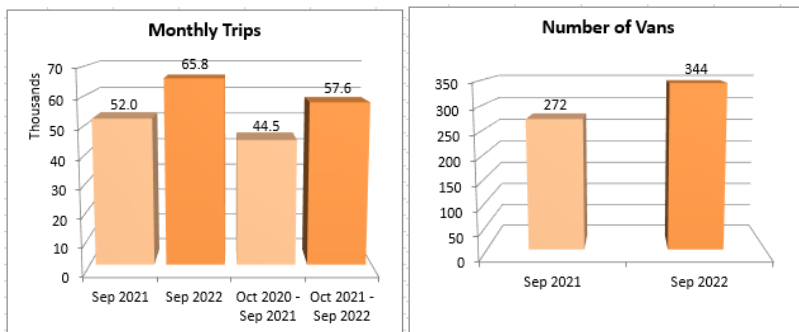
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Dale Keller, 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.

ATTACHMENT A

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 will begin the bidding process in November.</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., is 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: South Phase: Work is ongoing on the South Phase of the project (widening from four to six lanes from Greg Street to Lincoln Way). Granite Construction has completed placement of all new plantmix pavement and Portland Cement Concrete Pavement (PCCP) widening, as well as all the new barrier rail in both the southbound and northbound directions between Lincoln and Greg Street. Installation of the new concrete median is nearing completion. Landscaping, installation of conduit for fiber interconnect, existing PCCP joint repair and crack repair, as well as final striping will continue through November. Construction is anticipated to reach completion by the end of 2022.</i>	
<i>North Phase: 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 project team is reviewing the 90% design plans. The right-of-way acquisition process is ongoing. 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 complete. Additional timing plans are being reviewed for weekday and weekend plans.</i>	

Traffic Engineering (TE) Spot 10 – South	
Doug Maloy, Engineering Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: Preliminary utility work on the 4th/Woodland roundabout is ongoing until December.</i>	

Traffic Management – ITS Phase 4	
Andrew Jayankura, 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	
Andrew Jayankura, 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 November 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. Right-of-way acquisition is ongoing.</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. A Section 408 permit for geotechnical borings was submitted to Carson Truckee Water Conservancy District. Coordination with USACE, FHWA, and NDOT continues.</i>	
Lemmon Drive	
Amanda Callegari, Segment 2 Project Manager	Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Segment 2 – The project team completed 30% design for the natural berm alignment selected during the alternatives analysis. Currently developing the Scope of Services and procurement package for NEPA and Design.</i>	
Mill Street Widening (Kietzke Lane to Terminal Way)	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: The design team is moving towards 60% design and addressing agency comments received. Coordination with utility companies is on-going. RTC Staff is negotiating with the preferred consultant to support right-of-way services for the project. A PSA is anticipated for the December 2022 RTC Board Meeting.</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 this month. 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. 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

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: The team will begin the bidding process in December. Construction is anticipated to start in April 2023.</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 2023.</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. Comments are being incorporated in the final design, which is scheduled to 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 will reach substantial completion in November.</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
N/A			

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: 11/17/2022

From: Judy Tortelli, P.E., Project Manager

RECOMMENDED ACTION

Acknowledge receipt of a report regarding the Arlington Avenue Bridges Replacement project.

BACKGROUND AND DISCUSSION

The RTC is working closely with Nevada Department of Transportation (NDOT), City of Reno, Federal Highway Administration (FHWA), U.S. Army Corps of Engineers (USACE), and stakeholders as the project moves through preliminary design and environmental evaluation. A detailed project report has been prepared to provide a project update as the project team prepares the 60% design documents and continues the environmental approval process. The report is intended to provide information relevant to the project schedule, funding, and scope as the project proceeds to award a construction contract late 2024 and begin in-river construction in 2025.

FISCAL IMPACT

Funding for this item is included in the approved FY 2022 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

6/17/2022 Received project update report.



Arlington Avenue Bridges NEPA/Design/EDC

Project Update

November 2022

Prepared for
Regional Transportation Commission of Washoe County

In cooperation with
City of Reno

Prepared by
Jacobs *in conjunction with*  **Stantec**



Existing Three Span (Two Pier) North Bridge

1. Introduction and Background

Spanning the Truckee River in the Riverwalk District of downtown Reno, Nevada (Figure 1), the Arlington Avenue Bridges are identified as Nevada Department of Transportation (NDOT) bridges B-1531 (south) and B-1532 (north). The two bridges were built in 1921 (north) and 1938 (south) and rehabilitated in 1967.



Figure 1. Project Location

Both bridges are structurally deficient and need to be replaced, as shown in the Regional Transportation Commission of Washoe County's (RTC's) 2040 Regional Transportation Plan (RTP) adopted in 2017 and amended in 2018; and RTC's recently approved and adopted 2050 RTP.

A Feasibility Study and Planning and Environmental Linkages (PEL) was completed in June 2021. The Feasibility Study reduced the range of possible bridge types and aesthetic themes through engineering analysis, and agency, stakeholder, and public outreach efforts between December 2018 and April 2021. The PEL formally identified the purpose and need of the Project: to address the deteriorating condition of the bridge structures, provide community access to the Truckee River and Wingfield Park, and improve the hydraulic capacity of the Truckee River during flood events.

The results of the Feasibility and PEL Studies were to replace the existing three span north bridge (Figure 2) with a single pier bridge type, and replace the existing clear span south bridge (Figure 3) with a clear span bridge type. In addition, an aesthetic theme of modern art-deco was the consensus.



Figure 2. Existing North Bridge



Figure 3. Existing South Bridge

2. Project Status Updates

The 30% preliminary design was submitted for Agency review in July 2022 and the 60% design is currently in-progress.

The design incorporates pedestrian and micro-modal safety enhancements with 8-foot wide sidewalks and dedicated 5-foot bicycle lanes separated by a 2-foot striped buffer from the travel lane. Safety enhancements also include continuous pedestrian scale lighting along Arlington Avenue and widened sidewalk overlooks on both sides of the north bridge.

2.1 Project Team Meetings

Agency coordination, site visits, and public meetings that have been held since the June 2022 update for the design and Environmental Study process include:

- **Miscellaneous Meetings**
 - June 29, 2022 – Internal design team and RTC discussed constructability issues. The discussion focused on surface water diversions vs. localized dewatering, pile drilling and tree impacts, shoring options and layback minimums, complexity added with integral lighting, construction material procurement, drilling challenges, and bridge placement.
 - July 15, 2022 – Met with Gary Lacy, the designer of the kayak white water park, to discuss the hydraulics of the kayak park water features with the new single pier north bridge geometry.
 - July 26, 2022 – RAISE Grant Kick-off meeting reviewed grant agreement templates, discussed intent, requirements, and schedule.
 - September 14, 2022 – Field walk with NV Energy and PK Electrical to discuss undergrounding of overhead electrical facilities west of I-580, and east of I-580 for approximately 1,000 feet, to Matley Lane.
 - September 15, 2022 – Coordination with NV State Lands to determine the OHWM for construction easements and permanent easements for the project.
 - September 21, 2022 – City of Reno and TRFMA to discuss the 100-year hydraulic model for existing and proposed conditions, using TRFMA's current model.
 - October 12, 2022 – Coordination with UNR Professor Dr. Motamed to discuss coordination for a research project about deep foundation design for bridges. The existing soils along the Truckee River are categorized as glacial outwash which AASHTO bridge design recommendations identify low resistance factor for. During construction of the drilled shafts, load testing will be performed to determine a more appropriate resistance factor, resulting in higher capacities and shorter drilled shafts. The cost savings will be quickly realized by RTC for the upcoming Keystone St. and Sierra St. Bridge replacement projects.
 - October 27, 2022 – CTWCD to discuss the 14,000 cfs hydraulic model existing conditions and proposed bridge conditions with CTWCD's current approved hydraulic model.
 - On-Going – Utility coordination meetings to define improvements and potential upgrades to existing infrastructure.
- **Agency Coordination Meeting – July 11, 2022**
 - This meeting provided environmental updates on the NEPA clearance, Cultural Resources (Section 106 Consultation), Park & Recreation Resources (Section 4(f) Approvals), and Threatened and Endangered Species (Section 7 Consultation).
 - USACE Section 408 Permit requirements for civil works projects within the 14,000 cfs inundation delineation along the Truckee River.
 - Design updates and summary of decisions made through ASWG and DRC meetings.

- Landscape and aesthetics options for bridge railing, lighting, and pylon shape/size.
- Environmental study, permitting, design, landscape and aesthetic project updates.

- **Aesthetic Stakeholder Working Group Meetings**

- June 22, 2022 – Finalize which modern Art-Deco themed bridge railing, lighting, and pylon shape/size options to present to the public to vote on.
- September 27, 2022 – Provide a recommendation, based on the public survey results and ASWG discussion, to move forward to final design. See Public Meeting Survey Results (Figure 10) for results of the public voting.

Discussions included placement of custom column lights at the bridges and use of pedestrian scale post-top lights along Arlington Avenue. The City of Reno reminded the design team of the need for the lights to be easility removable for maintenance equipment performing debris removal from atop the bridges.

Even though the RTC does not have a public art budget, there is an opportunity to incorporate public art into the project. In coordination with the City of Reno, a public art contest for the formliner pattern along the bridge abutments and center pier of the north bridge is being considered. Since formliner patterning is already required for the project, having public input on what the patterning looks like does not increase project costs. Design team to provide guidance on formliner to ensure the project purpose and need are met.

Decisions Made - The ASWG concurred to include path up-lighting to illuminate the south abutment of the north bridge and provide safety lighting along the path. In addition, programmable color lighting for the bridge rail strip and custom column lights on the bridges.

- **Design Review Coordination Meetings**

- July 19, 2022 – Discussion included tree removal and replacement, constructability, access restrictions during construction, potential detour routes, review of 30% design submittal.
- August 9, 2022

Utility Coordination Discussion included existing utilities and needs for upgrades.

Pedestrian Safety:

- a) The design team is looking at modifying the existing pedestrian activated RRFB to include pedestrian crossings for both the north and south side of Island Avenue, pending approval from Reno.

Miscellaneous Discussion included:

- a) City of Reno Maintenance and the Reno Police Department requested removable bollards be installed at the 1st Street and Island Avenue intersections to restrict vehicular access during special events.
- b) Pedestrain railing will NOT be included along Arlington Aveue to discourage Jaywalking. Utilizing Arlington Avenue as a plaza area for special events is a need of the project.

- September 13, 2022

Utility Coordination Discussion included:

- a) Coordination with new bridge structures for size, number of facilities needed by each utility company. NV Engergy has a main transmission line across the north bridge. AT&T, Charter, and Zayo will require facilities across both bridges. TMWA has facilities within the intersections, but does not currently have or need to have facilities across either bridge.

Miscellaneous Discussion included:

- a) Removable bollards detail for installation at the 1st Street and Island Avenue intersections to restrict vehicular access during special events.

2.2 Public Meeting – August 2022

A pre-recorded public presentation and accompanying survey was posted on the project website, www.ArlingtonBridges.com for the month of August. Also included on the website was a link to the Build-A-Bridge website application, an interactive website to select which combination of the three bridge rail options, two lighting options, and three bridge pylon options was preferred. Website application allowed users to see the options together on a photo rendering; each participant could then record their preference through the survey.

An in-person meeting, presenting the same material, was held on August 11, 2022 at the McKinley Arts Center. In person attendance was low, with only 20 people, two of which provided written comments at the meeting and a few others providing verbal comments captured in the meeting transcript. The various options presented at the August Public Meeting are shown on Figures 4 through 9.



Figure 4. Texas DOT Concrete Railing



Figure 5. Metal Railing



Figure 6. Hybrid Concrete with Metal Railing at Overlook



Figure 7. Pole with Post-Top Luminaire Lighting



Figure 8. Custom Column Lighting



Figure 9. Tall End Pylon

Short End Pylon

Mid-Size End Pylon

There were 400 participants that viewed the virtual presentation, 386 of which took the survey, voting on which combination of bridge railing, lighting, and pylon they preferred. The survey also allowed the opportunity for the community to ask questions and provide feedback. Based on survey results (Figure 10), the preferred options included the all metal bridge railing with custom column lights and tall end pylons.

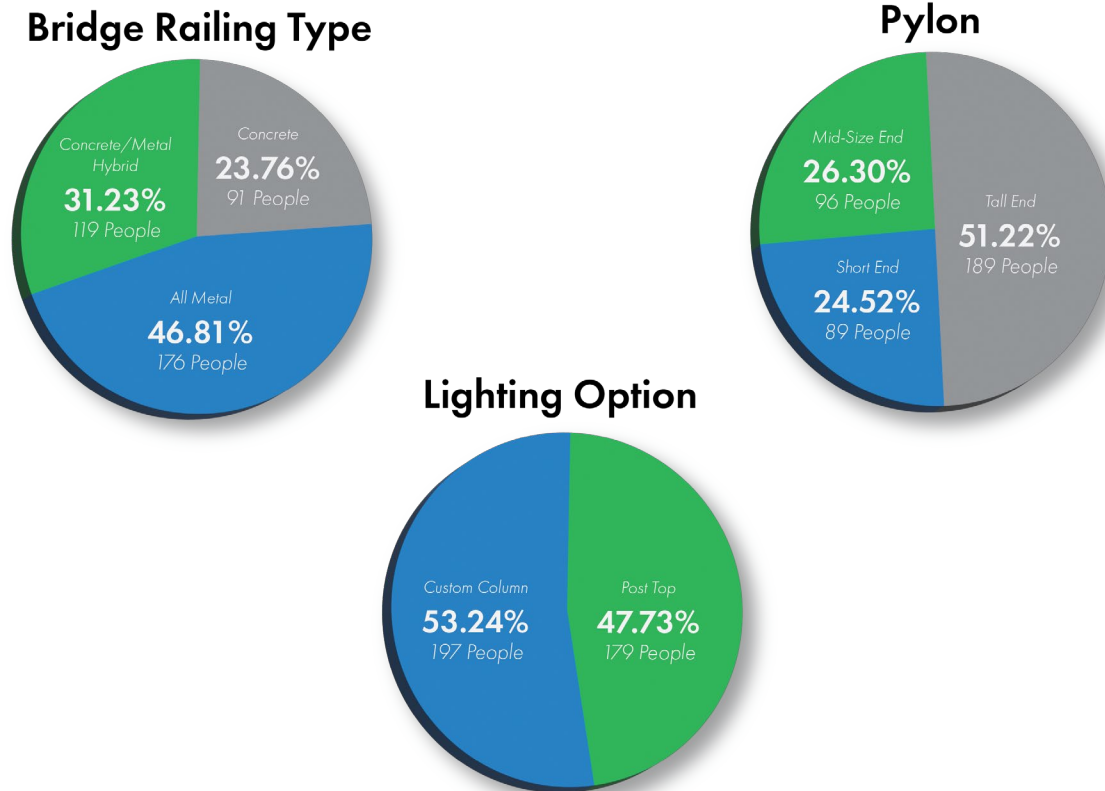


Figure 10. Survey Results (August 2022 Public Meeting)

2.3 Environmental Updates

- **Environmental Clearances for Geotechnical Borings**

- NDOT is obtaining the necessary Section 106 clearances. Clearance for SB-22-03 and SB-22-04 was received on July 1, 2022. Clearance for SB-22-05 is anticipated by November 3, 2022. NDOT is leading the tribal coordination, which includes the opportunity to monitor borings.
- For SB-22-04, which is in the Truckee River, informal consultation is needed with USFWS. The Biological Assessment (BA) is currently being reviewed by RTC and will be submitted to USFWS in November, with approval anticipated in December.
- For SB-22-04, we will obtain a 404 NWP 6 for survey activities. The Pre-construction Notification (PCN) is in progress and will be submitted once we have USFWS approval of the BA.
- A Section 408 permit will be obtained for SB-22-03 and SB-22-04, which are both within the CTWCD 14,000 ft inundation limits. The permit application is currently being reviewed by CTWCD and USACE. Anticipate authorization in spring 2023.
- NDOT issued a Programmatic Categorical Exclusion (PCE) for SB-22-05 on October 18, 2022. NDOT will issue a separate PCE for SB-22-04 and SB-22-05 when permits are received.

- **Environmental Clearances for Project**

- NDOT has initiated Section 106 consultation. SHPO has concurred with the project area of potential effects (APE). NRHP-eligible resources exist in the study area. NDOT will consult with SHPO on eligibility and effects. Section 106 clearance is expected in Jan/Feb 2023.
- FHWA/NDOT consulted with Native American tribes and identified a segment of the Truckee River within the APE that has the potential to be a traditional cultural property (TCP). FHWA/NDOT will leave the potential TCP unevaluated and treat as National Register eligible for the purpose of this project.
- Section 4(f) approval is needed from FHWA for impacts to Wingfield Park (including the whitewater park) and the Truckee River Walk Trail. FHWA agreed that a temporary occupancy exception could be used for the Truckee River Walk Trail and a de minimis impact finding could be made for Wingfield Park. City of Reno concurrence is required for both approvals. However, several written comments were received from the kayak community expressing concerns about closing the whitewater park for two years during construction. These public comments must be considered for the 4(f) approvals and may discourage FHWA from making a de minimis impact finding for Wingfield Park. The alternative is an individual Section 4(f) approval, which is a lengthier process and requires us to demonstrate that there is no “feasible and prudent” way to avoid the impact. Coordination with the City of Reno is on going to determine if river access can be maintained when in-water work is not occurring. This would allow continuous recreational access to at least one channel of the river through the two-year construction period. This approach should facilitate an FHWA de minimis impact finding for Wingfield Park (including the whitewater park).
- A Section 408 permit will be obtained for work within the CTWCD 14,000 ft inundation limits. The permit application will be submitted to CTWCD by the end of 2022.
- We will obtain a 404 NWP 14 for linear transportation projects. The PCN will be submitted in spring 2023. USACE can issue the 404 permit when the Section 408 permit is authorized.
- NDOT will use a Categorical Exclusion (CE) for NEPA clearance. FHWA approval is required. Jacobs is preparing technical memorandums to support the CE.
- RTC and NDOT are currently reviewing draft memorandums including the BA, the Initial Site Assessment (ISA) for hazardous materials, the Water Quality Memo, the Floodplain Memo, and the Land Use Memo.
- Additional memorandums are expected for review in November including cultural resources, socio-economics, multi-modal, parks/recreation, visual resources, and wetlands.
- The recreation resources in the study area were not developed or improved with Land and Water Conservation Act funding. Therefore, Section 6(f) does not apply.
- NDOT will prepare the Native American Consultation Report and TCP Report. NDOT will also prepare documentation for the archaeology and paleontology clearances to support the CE.

3. Project Team Recommendations

Results of the survey from the Public Meeting held in August 2022 were reviewed with the aesthetic stakeholder working group and based on community feedback the group's recommendation is to move the metal railing with tall end pylons and custom column lights forward to final design.

Streetscape elements recommended include overlooks on both sides of the north bridge, large canopy shade trees, diagonal joint pattern accents on sidewalks to compliment the bridge railing design, pedestrian scaled lighting along sidewalks and along path under the north bridge, smooth transitions from the street to the sidewalk and into the park, and buffered bike lanes (Figure 11). Recommended railing, pylon, and lighting options have been updated on photo renderings to provide visuals to show the public final recommendations (Figures 12 – 14) at the third public meeting planned to be held in February 2023.



Figure 12. Overall Recommendations



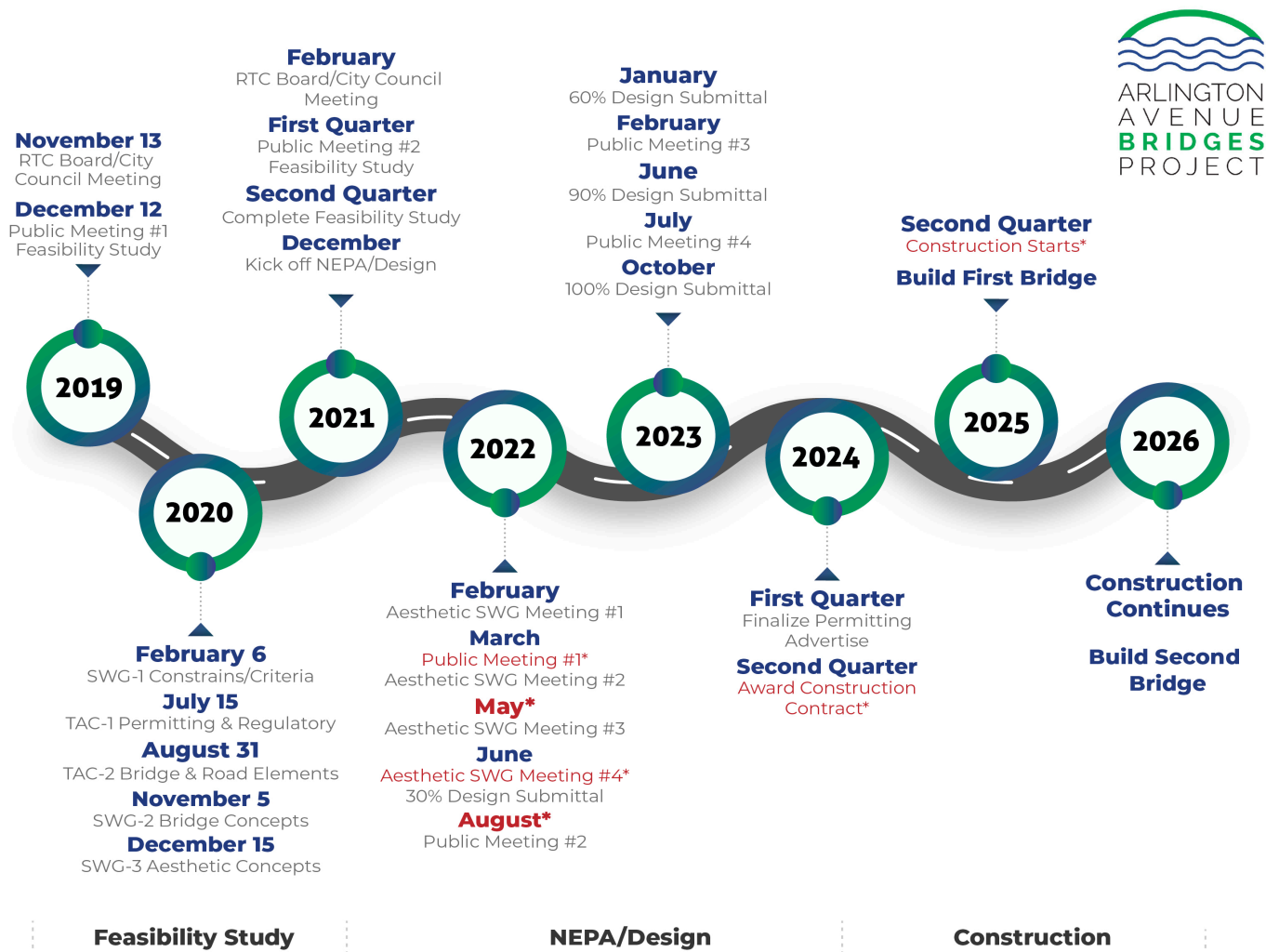
Figure 13. North Bridge Blow up



Figure 14. South Bridge Blow-up

4. Project Schedule

The RTC has received \$7 million for construction of the Arlington Bridges that must be obligated by fall of 2024. RTC plans to award the construction contract in Fall of 2024, allowing the contractor flexibility to procure materials and properly plan for in-river construction, anticipated to begin in early 2025 and continue through 2026. Access within the Truckee River channel is allowed from July 1 through October 31, yearly. Below is a schedule (Figure 15) with milestones and events to meeting this deadline. Obtaining the USACE permit, finalizing NEPA clearance, certifying Right-of-Way, and certifying utilities are the key steps to maintain the overall project schedule.



* Schedule changes highlighted in red

Figure 15. Project Timeline

5. Project Funding

The project is fully funded through construction as indicated on the approved funding table (Figure 16). Amendment No. 1 to the Local Public Agency (LPA) Agreement with NDOT executed on June 3, 2021 will reflect the current project funding. Amendment No. 1 to the LPA Agreement is anticipated to be executed by the end of 2022. In September 2022, FHWA submitted a Material Changes form defining how the Right-of-

Way and Construction phases of the project are being funded to the US Department of Transportation Office of the Secretary (OST). The Material Changes Form, once approved, will be included with the RAISE Grant Agreement. The overall project funding split is 64% federal and 36% local.

Description	Total	RAISE Grant Funds		STBG Funds		COVID Funds	Congressional Directive		RTC Funds
	Project	Match		Match			Match		Gas
	Cost	Federal	RTC Fuel Tax	RTC Fuel Tax	RTC Fuel Tax		Federal	RTC Fuel Tax	Tax
Prelim Engineering	\$ 3,300,944					\$ 3,300,944			
Right-of-Way	\$ 300,000								\$ 300,000
Construction	\$ 24,700,000	\$ 7,000,000	\$ 1,750,000	\$ 5,900,000	\$ 310,526		\$ 2,000,000	\$ 105,263	\$ 7,634,211
Total Project Cost	\$ 28,300,944	\$ 7,000,000	\$ 1,750,000	\$ 5,900,000	\$ 310,526	\$ 3,300,944	\$ 2,000,000	\$ 105,263	\$ 7,934,211

Figure 16. Project Funding Table

6. Agency Coordination

RTC, FHWA, and NDOT are meeting twice a month to ensure appropriate administrative coordination with our partners. The RAISE Grant Material Changes form has been reviewed, approved, and submitted to OST. The team continues to work through the RAISE Grant Agreement so it's ready for signatures well in advance of construction. Discussions regarding the LPA Agreement and invoice submittal requirements necessary to receive federal reimbursements are ongoing. Work performed this year under the Preliminary Engineering Phase has been submitted to NDOT for reimbursement.

Hydraulic design criteria for the bridges needs to be defined for the design team to maintain the project schedule. The existing bridges are inundated during the 100-year storm event and the proposed bridges will also be inundated due to existing condition constraints (i.e. unable to raise bridges and maintain access at First Street and Island Avenue). 30% design slightly decreased the water surface elevation within the project limits but no freeboard is provided under either bridge during large storm events. City of Reno, Truckee River Flood Management Authority, and Carson Truckee Water Conservancy District (CTWCD) coordination is ongoing to gain consensus on hydraulic design criteria. Additional hydraulic modeling is being performed to show the group the results of various options being analyzed by the design team. Once consensus is achieved, the design team in conjunction with CTWCD, will present findings to the US Army Corps of Engineers (USACE) at our second pre-application meeting for the project.

Discussions with Nevada State Lands and the Nevada Division of Environmental Protection are under way. Permit requirements for the bridge construction have been provided and the team continues gathering appropriate documentation. Dewatering and river diversion plans are under development. The design team will survey the ordinary high-water mark of Truckee River so property boundaries between the City of Reno and Nevada State Lands can be defined.

7. Next Steps

The project team has submitted most of the environmental technical memorandums required for NEPA Clearance. The next major milestones are to define hydraulic modeling criteria, received NEPA Clearance for the geotechnical borings and then for the project, develop in-channel design for adjustments to the whitewater park, submit USACE permit application, and submit 60%, 90%, and 100% Plans, Specifications, and Estimate packages. The team continues to compile feedback received from the community and prepare for the third Public Informational meeting with a focus on addressing questions and concerns received and presenting final recommendations. Additional information can be found on the project website at: www.ArlingtonBridges.com.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Dale Keller, Director of Engineering

RECOMMENDED ACTION

Approve a contract with JUB Engineers, Inc., to provide design services and engineering during construction for the 2023 Corrective Maintenance project in an amount not to exceed \$267,800.00.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with JUB Engineers, Inc., is for professional design and engineering during construction services for the 2023 Corrective Maintenance project in the amount of \$267,800. The corrective maintenance program is intended to cost effectively address roads that are too poor for preventive maintenance, but too good for rehabilitation/reconstruction. Treatments available to the corrective program include pavement patching, crack sealing, chip seals, cape seals, microsurfacing, and mill and overlays. This year's program will include milling and overlay of Neil Road between Airway Drive and Peckham Lane, profile grinding of the PCC pavement on Greg Street from Veterans Parkway to Vista Boulevard and addressing distresses on Lear Boulevard from Sage Point to Zeolite Drive.

JUB Engineers, Inc., was selected off the pre-qualified list as the consultant for this project.

FISCAL IMPACT

Appropriations are included in the FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

11/17/2022 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 J-U-B Engineers, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected J-U-B Engineers, Inc from the Civil Engineering Design and Construction Management Services shortlist to perform Design and Construction Services in connection with 2023 Corrective Maintenance.

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. 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 Services (Tasks 2.1.A)	\$109,210
Engineering During Construction Services (Tasks 2.1.E-H)	\$159,590
Optional Services (Task N/A)	\$0
<u>Contingency</u>	<u>\$30,000</u>
Total Not-to-Exceed Amount	\$298,800

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

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

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Lonnie Johnson, P.E.
Assistant Area Manager
J-U-B Engineers, Inc.
5190 Neil Road, Suite 500
Reno, NV 89502
(775) 420-4549

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

J-U-B ENGINEERS, INC.

By: _____
Lonnie Johnson, P.E., Assistant Area Manager

Draft

Exhibit A

Scope of Services

EXHIBIT A

SCOPE OF SERVICES

2023 CORRECTIVE MAINTENANCE PROJECT

DESIGN SERVICES

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

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

- Identify locations requiring asphalt patching, milling, etc.
- Identify locations requiring crack sealing
- Recommendation of treatment required (i.e., Type 2, Type 3, Micro, Double Micro, Cape Seals, Fog Seals, etc.)
- Verification of street areas
- Verification of existing striping conditions
- Recommendations for striping modifications to meet MUTCD or local agency requirements
- Recommendations for striping modifications to accommodate pedestrian and bicycle improvements
- Identify existing roughness coefficient for concrete pavement on East Greg Street
- Design upgraded ADA mid-block crossing on Neil Road at the Community Center and an ADA crossing at the intersection of Neil Road and Mauldin Lane.
- Perform visual analysis and recommend additional ADA improvements if warranted. Design of additional ADA improvements will be covered under Contingent work.

Provide survey and design services as follows:

- Mapping of the proposed streets which will include the roadway areas, patch locations, islands, striping, survey monuments, utility valves, and manholes.
- AutoCAD drawings of the proposed streets showing areas to receive surface treatment including treatment limits, patch locations, pavement striping, and locations of existing utility valves and manholes. Electronic copies to be provided.
- Surface treatment and patch quantities for each street
- Verification of existing striping, including striping quantities for each street.
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Preparation of bid documents to be placed on the RTC eBid web site.
- Up to ten (10) external storage devices (thumb drives) to be provided with the complete set of slurry, patching, and striping maps.

CONSTRUCTION SERVICES

2.1.E. Administration

Provide contract administration services as follows:

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

2.1.G. Inspection

The following staffing shall be provided during asphalt patching placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for sixty (60) shifts, for a total of 600 hours for the asphalt patching operations.

The inspector(s) will:

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

2.1.H. Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

- Provide Slurry Aggregate testing. Weekly aggregate testing will include: Sand Equivalent, Durability, and Sieve Analysis, including a 200 wash. A total of two (2) samples will be acquired and tested.
- Provide Chip Seal Aggregate testing. Weekly aggregate testing will include: Cleanness Value, Fractured Faces, and Sieve Analysis, including a 200 wash. A total of two (2) samples will be acquired and tested.
- Provide Slurry Emulsion testing. Partial emulsion testing will be completed in-house for Residue by Evaporation and Ring and Ball Softening Point as per the specified test method. Testing frequency shall be two (2) samples for the entire project.
- Provide Chip Seal Emulsion testing. Partial emulsion testing will be completed in-house for Rotational Paddle Viscosity as per the specified test method. Testing frequency shall be two (2) samples for the entire project.
- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability, and Marshall unit weight. Ten (10) – hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Twenty-four (24) – asphalt cores are anticipated. Test reports will also include percent compaction.

2.1.1. Project Contingency

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

KEY PERSONNEL

The key personnel assigned to this project include the following:

- Principal in Charge – Lonnie Johnson, P.E.
- Project Manager – Garth Oksol, P.E.
- Construction Project Coordinator –
- Geotechnical Engineer –
- Survey Project Manager – Guillermo "Bill" Carey, PLS

Exhibit B

Compensation

Exhibit B-1

**RTC of Washoe County
2023 Corrective Maintenance Project**

Task		Principal	Senior Project Engineer (PM)	Project Engineer	Project Designer	Construction	Survey	Project Financial Accountant	Administration		
		\$230	\$220	\$175	\$155			\$105	\$60		
	Design Services										
2.1.A-1	Layout/Design	8	40	120	200			6	2	\$63,390	
	Pavement/ADA Condition		8	8	88					\$16,800	
	Survey		2	4	16					\$3,620	
	Subconsultant - MAPCA						\$25,400			\$25,400	
		\$1,840	\$11,000	\$23,100	\$47,120				\$120	\$109,210	Design
	Construction Services										
2.1.E	Administration	8	32	40				6	2	\$16,630	
2.1.G-1	Inspection		4							\$880	
	Subconsultant - CME					\$98,880				\$98,880	
2.1.H	Testing		4							\$880	
	Subconsultant - CME					\$41,320				\$41,320	
		\$1,840	\$8,800	\$7,000		\$140,200			\$120	\$158,590	Construction

Project Budget	\$2,300,000	
Design Services	\$109,210	4.7%
Construction Services	\$158,590	6.9%

Total Fee \$267,800

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

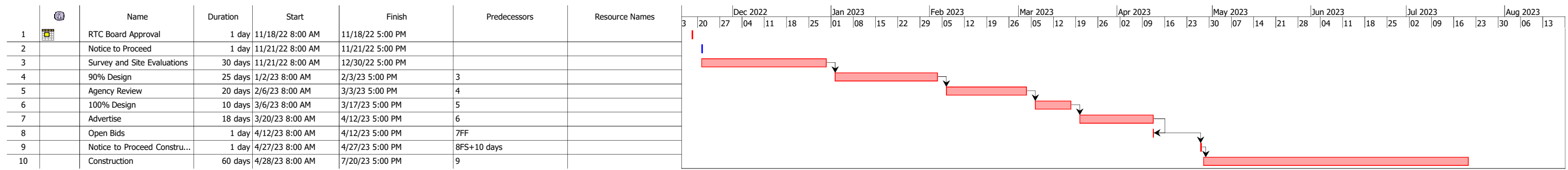
Exhibit B-2

J-U-B Engineers, Inc. Fee Schedule 2022

Labor Category	Hourly Rate
Principal / Program Manager	\$190-\$230
Project Engineer – Senior/Lead	\$195-\$230
Project Manager	\$180-\$200
Project Engineer	\$160-\$195
Project Designer	\$125-\$155
CAD Designer	\$100-\$160
Environmental Specialist Lead/Senior	\$155-\$210
Environmental Scientist	\$85-\$135
Survey PLS – Senior/Discipline Lead	\$195-\$210
Survey PLS - Lead	\$150-\$185
Survey Technician – Lead/Senior	\$100-\$140
Project Designer	\$125-\$155
Assistant Designer/Intern	\$70-\$125
Survey Technician	\$80-\$120
Project Financial Accountant	\$80-\$110
Administrative Assistant	\$45-\$80

- 1) Rates subject to change on a yearly basis.
- 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.
- 3) A 10 percent markup will be applied to Subconsultant fees.

Exhibit B-3 Project Schedule



JUB
RTC 2023 CORRECTIVE MAINTENANCE
LEAR BLVD, NEIL ROAD & GREG STREET
INSPECTION & MATERIALS TESTING

DATE : REV NO. 1 11/4/2022

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGER					60 WORKING DAYS
REPORTS & MEETINGS	12	3	\$ 180.00	\$ 6,480.00	12 WEEK CONSTRUCTION SCHEDULE
PLAN & SPECIFICATION REVIEW	1	2	\$ 180.00	\$ 360.00	
VEHICLE	12	1	\$ 10.00	\$ 120.00	

FULLTIME INSPECTION					60 WORKING DAYS
INSPECTOR REG.	60	8	\$ 135.00	\$ 64,800.00	
INSPECTOR O.T.	60	2	\$ 176.00	\$ 21,120.00	
VEHICLE	600		\$ 10.00	\$ 6,000.00	

ON CALL TESTING TECHNICIAN					
TECHNICIAN REG. PAVING OVERLAY	6	6	\$ 115.00	\$ 4,140.00	
TECHNICIAN O.T. PAVING OVERLAY			\$ 150.00	\$ -	
TECHNICIAN REG. PATCH PAVING	6	3	\$ 115.00	\$ 2,070.00	
TECHNICIAN O.T. PATCH PAVING			\$ 150.00	\$ -	
TECHNICIAN REG. CONCRETE	20	2	\$ 115.00	\$ 4,600.00	
TECHNICIAN O.T. CONCRETE			\$ 150.00	\$ -	
TECHNICIAN REG. HMA CORING	3	6	\$ 115.00	\$ 2,070.00	
TECHNICIAN O.T.			\$ 150.00	\$ -	
TECHNICIAN REG. HMA PLANT INSPECTION			\$ 115.00	\$ -	
VEHICLE	112		\$ 10.00	\$ 1,120.00	
NUCLEAR GAUGE			\$ 10.00	\$ -	

LABORATORY TESTING					
MOISTURE DENSITY CURVE, SA, PI			\$ 540.00	\$ -	
CONCRETE CYLINDERS	20		\$ 210.00	\$ 4,200.00	20 POURS / SETS OF 6
SAND EQUIVALENT	2		\$ 120.00	\$ 240.00	1 SAMPLE / WEEK - 2 WEEKS
DURABILITY	2		\$ 150.00	\$ 300.00	1 SAMPLE / WEEK - 2 WEEKS
SIEVE ANALYSIS	2		\$ 120.00	\$ 240.00	1 SAMPLE / WEEK - 2 WEEKS
EMULSION TESTING	2		\$ 250.00	\$ 500.00	1 SAMPLE / WEEK - 2 WEEKS
ASPHALT CEMENT FULL SERIES	6			N/C	TESTED BY NDOT
HMA PLANT SA, LAR, PI, FRACTURED FACES			\$ 560.00	\$ -	
HMA FULL SERIES W / 3 CORES	24		\$ 910.00	\$ 21,840.00	

ESTIMATED TOTAL FEE \$ 140,200.00

1. BASED ON NOT PAYING PREVAILING WAGES



11.2.2022

Garth Oksol, PE
J-U-B ENGINEERS, INC.
5190 Neil Road, Suite 500
Reno, NV 89502

P22-312

**Re: RTC 2023 Corrective Maintenance Project
Lear Blvd., Neil Road and E. Greg Street
Washoe County, Nevada**

Dear Garth;

MAPCA SURVEYS is pleased to respond to J-U-Bs request for cost proposal for the RTC project. This letter is our proposal to provide surveying and mapping services. Our proposed scope of work and project costs are as follows:

TASK 1: LEAR BOULEVARD - LAT: 39.642536 N LONG: -119.870502 W

Field surveys and office support to establish primary horizontal and vertical control points for mapping and future construction. Field surveys, photogrammetric mapping and office support to provide topographic surveys for street maintenance along Lear Blvd. between Zeolite Dr. and Sage Point Ct. (5,000±LF). The information will be provided for a width right of way to right of way plus 15 feet past right of way, 100 feet± beyond the intersections and will include existing stripping, edge of pavement, curb/gutter, flow line, hinge points; surface utilities to include location and rim of all sewer and storm drain manholes, culverts, location of rim for all water and gas valves, boxes/vaults, location and rim of storm drain inlets/catch basins; utility poles/anchors, fences; signs, existing survey monuments. Overlay County GIS right of way and centerline information to include assessor's parcel numbers.

TASK 1 FEE:\$8,900.00

TASK 2: NEIL ROAD - LAT: 39.487846 N LONG: -119.780298 W

Field surveys and office support to establish primary horizontal and vertical control points for mapping and future construction. Field surveys, photogrammetric mapping and office support to provide topographic design surveys along Neil Road between E. Peckham Lane and Airway Dr. (3,500±LF). The information will be provided for a width right of way to right of way plus 15 feet past right of way, 100 feet± beyond the

intersections and will include existing stripping, edge of pavement, curb/gutter, flow line, hinge points; surface utilities to include location and rim of all sewer and storm drain manholes, culverts, location of rim for all water and gas valves, boxes/vaults, location and rim of storm drain inlets/catch basins; utility poles/anchors, fences; signs, existing survey monuments. Overlay County GIS right of way and centerline information to include assessor's parcel numbers.

TASK 2 FEE:\$ 8,000.00

TASK 2A: LEGAL DESCRIPTIONS - EXHIBIT PLATS (Optional)

Research record documents including deeds/maps, obtain preliminary Title Report from Title company. Resolve boundary and prepare legal descriptions and exhibit plats for potential easements/right of way acquisition at or near intersection of Neil Rd. and Model Way.

Boundary Survey, Legal Descriptions & Plat (each).....	\$1,200.00
Title Reports (each).....	<u>\$ 600.00</u>

TASK 2A FEE (EACH) \$1,800.00 (EACH)

TASK 3: E. GREG STREET - LAT: 39.522670 N LONG: -119.705833 W

Field surveys and office support to establish primary horizontal and vertical control points for mapping and future construction. Field surveys, photogrammetric mapping and office support to provide topographic design surveys along Lear Blvd. between Zeolite Dr. and Sage Point Ct. (4,200±LF). The information will be provided for a width right of way to right of way plus 15 feet past right of way, 100 feet± beyond the intersections and will include existing stripping, edge of pavement, curb/gutter, flow line, hinge points; surface utilities to include location and rim of all sewer and storm drain manholes, culverts, location of rim for all water and gas valves, boxes/vaults, location and rim of storm drain inlets/catch basins; utility poles/anchors, fences; signs, existing survey monuments. Overlay County GIS right of way and centerline information to include assessor's parcel numbers.

TASK 1 FEE:\$8,500.00

DATUMS:

The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City benchmarks

DELIVERABLES:

Digital mapping of survey control network, ascii file of control, delivered on CD-ROM and hard copy sketch of location of survey control. Digital topographic mapping at a mapping scale of 1 inch = 40 feet and color ortho photos.

SCHEDULE:

Upon notice to proceed, MAPCA will commence field surveys and complete mapping within 2-3 weeks

I look forward to the opportunity, if you should have any questions, please do not hesitate to call.

Sincerely,
MAPCA SURVEYS, INC.



Guillermo (Bill) Carey, PLS
Principal

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

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

15. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Maria Paz Fernandez, Engineer II

RECOMMENDED ACTION

Approve a contract with Farr West Engineering for design and engineering during construction for Selmi Drive Rehabilitation project in an amount not to exceed \$390,674.

BACKGROUND AND DISCUSSION

This project is included in the 2024 Pavement Preservation Program.

FISCAL IMPACT

Funding for design is available in the FY2023 budget. Construction cost will be budgeted in FY2024.

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 Farr West Engineering (“CONSULTANT”).

WITNESSETH:

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

WHEREAS, as part of that program, RTC will rehabilitate and/or reconstruct the following streets: Selmi Drive from Sutro Street to Clear Acre Lane (collectively, the “Project”); and

WHEREAS, the Project will include roadway reconstruction, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, preparation of easement documentation, and other incidentals necessary for the rehabilitation of the streets within the Project Limits; and

WHEREAS, RTC has selected CONSULTANT to perform certain engineering, design, construction management, and quality assurance services in connection with the 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 proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy

available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work.

In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Services (Tasks 1 to 12 excluding Task 6)	\$340,674
Design Contingency (Task 6)	\$25,000
<u>EDC Contingency (Task 13)</u>	<u>\$25,000</u>
Total Not-to-Exceed Amount	\$390,674

- 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 Maria Paz Fernandez 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 Keith Karpstein 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
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: Keith Karpstein
Senior Engineer
Farr West Engineering
5510 Longley Lane
Reno, NV 89511
(775) 284-7898

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, each party shall be responsible for their own 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

FARR WEST ENGINEERING

By:  _____
Greg Lyman, Vice President of Engineering

Exhibit A

Scope of Services

Exhibit B

Compensation

Exhibit C

Indemnification and Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **SELMI DRIVE REHABILITATION/RECONSTRUCTION PROJECT**

1. Project Management
 - A. Schedule maintenance, cost control, filing, resource allocation, and routine communications.
 - B. Coordination with RTC project manager and staff, including conference calls and internal meetings.
 - C. Monitor changes to the scope, budget, or schedule and developing change management strategies with the RTC project manager.
 - D. Prepare monthly progress reports, invoices and billing.
 - E. Coordinate and attend kick-off meeting with RTC and City of Reno. The purpose of the meeting is to identify scope of work to be included in design effort.
2. Investigation of Existing Conditions
 - A. Condition Survey.
 - 1) CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC and City of Reno criteria. The evaluation will take place during a site walk with representatives from RTC and City of Reno. The CONSULTANT shall also evaluate existing pedestrian ramps and driveways for compliance with current ADA standards and consider improvements needed for “complete street”.
 - B. Traffic Data Collection. Traffic data is needed to estimate the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records.
 - C. Geotechnical Exploration Plan. The locations for boring will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that approximately six (6) borings will be required. The primary objective of the boring program will be to establish pavement, base, and subgrade layer thickness and material properties.
 - D. Geotechnical Investigation. CONSULTANT will identify the subsurface soils by truck-mounted drill rig to a depth of five feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. Representative samples of the soils encountered will

be used for testing to aid in classification and moisture content determination. The results of the geotechnical investigation and associated laboratory testing will be summarized in a written report.

E. Develop Feasible Rehabilitation/Reconstruction Alternatives. CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that may be considered are:

- Roadbed modification, partial removal and AC overlay
- Removal of composite material and placement of new base and AC overlay
- Removal of composite material and placement of new CTB and AC overlay
- Removal of composite material, subgrade stabilization (treatment or geosynthetic placement) and placement of new base and AC overlay

- F. Upon completion of the geotechnical investigation, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will then apply the design procedures contained in the latest 2021 Regional Transportation Commission of Washoe County Flexible Pavement Design Manual to generate the design layer thickness associated with each pavement alternative.
 - G. Identify Optimum Rehabilitation/Reconstruction Alternative. CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project for RTC approval. Utility Investigation/Depiction
 - 1) 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 Task 6, Final Design.
 - 2) Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Task 6, Final Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
 - 3) Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility agencies 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, and investigate conflict resolution strategies.
 - H. Report. The findings and recommendations of CONSULTANT for all tasks identified under Task 2 shall be submitted by report with backup documentation. The Geotechnical Report and pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.
3. Utility Pothole Exploration (Optional)

- A. 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 pothole a sufficient number of locations to make such a determination. The exploration would be focused on shallow utilities in the area such as gas and communications conduit. The pothole exploration would be limited to an 8-hour work shift.
4. Survey and Mapping
- A. Topographic Survey. Farr West will provide field survey operations to establish primary horizontal control points at the project site using North American Datum of 1983 (NAD 83) and convert from grid to ground using the Nevada State Plane coordinate conversion factor of 1.000197939. Vertical control shall be established using the Reno Vertical Control System (RVCS) based on North American Vertical Datum of 1988 (NAVD 88).
- Vertical control points shall be verified by closed differential level loops that do not exceed $e=0.04 \times \text{SQRT}(E)$, where “e” is maximum misclosure in feet and “E” is the distance in miles. Level looped data accuracy shall not exceed +/-0.03 horizontally and +/-0.02 vertically.
- Farr West will provide field topographic survey for all rehabilitation areas to the right-of-way line (beyond back of sidewalk limits) along the proposed street and 50' beyond the rehabilitation disturbance limits where accessible. All surface features including street improvements, surface apparent utilities, sewer and storm drain manholes, trees, and other significant improvements will be located. Cross sectional topographical intervals shall be provided at 50' minimum spacing and at curb returns, point of tangents, point of curves, and critical locations within the project reconstruction limits. Topographic data shall include but not be limited to, curb and gutter, sidewalk, driveway cuts and driveway wings, alley ways, valley gutters, pedestrian ramps, survey roadway monuments, signs, landscape walls, fences, retaining walls, affected trees and connectivity of all surface and subsurface utilities. Any centerline street monuments that will be disturbed during construction will be tied so that they can be replaced after construction activities have been completed. Any property corners found shall be tied to confirm City of Reno right of way lines from Washoe County property lines shape file. This does not include an aerial flight survey. The City of Reno's existing aerial photography will be incorporated for verification of minor or inaccessible areas. Pertinent data will be added, but the photography will not be shown in the final plans.
- B. Mapping. Farr West shall provide mapping of existing improvements, including but not limited to curb & gutter, sidewalk, driveways, alley ways, valley gutters, pedestrian ramps, landscape walls, affected trees and connectivity of all surface and subsurface utilities features. Subsurface utilities will indicate type, existing surface elevation, and depth to feature or pipe invert(s). Mapping shall be provided at a scale of 1"=20'. All drafting shall conform to RTC drafting standards. The RTC will provide drafting standards to Farr West.

5. Final Design

A. Project Coordination. Attend meetings, review reports, and provide project coordination. It is assumed that up to three (3) design review meetings with RTC and City of Reno will be required.

B. Prepare Final Plans and Specifications

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

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

- Cover Sheet
- General Notes, Abbreviations & Legend Sheet
- Survey & Alignment Control Sheet
- Sheet Index
- Utility Summary Sheet
- Plan/Profile Sheets (at 1"=20' scale) – 5 Sheets
- Cross-section Sheets (at 1"=20' scale) – 1 Sheet
- Signage & Striping Plan Sheets (at 1"=20') – 3 Sheets
- Bus Pad Layout and Detail Sheets (scales as noted). – 2 Sheets
- General Detail Sheets (scales as noted). - 6 Sheets
- Special Detail Sheets (as needed). – 2 Sheets

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

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

- 50% & 90% Plans – One 22”x34” set each to RTC and Local Entity, two 11”x17” sets to RTC, six 11”x17” sets to Local Entity, and one 11”x17” set each to utility agencies and other affected parties.
 - 90% Plans – One 11”x17” set to Washoe County Health District (WCHD).
 - 90% Specifications – One set each to RTC and Local Entity.
 - 100% Plans – One 11”x17” each to RTC and Local Entity.
 - 100% Plans – Email pdf of updated sheet(s) to WCHD as needed.
 - 100% Specifications – One set each to RTC and Local Entity.
 - Final Working Plan Set – One 22”x34” set to RTC, one 11”x17” set each to RTC and Local Entity.
 - Final Working Specification Document – One set each to RTC and Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- 2) 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.
- 3) Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and utility agency review comments.
- C. 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.

- D. Public Information Meeting. A presentation will be made by CONSULTANT and RTC to properties 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.
 - E. Provide temporary construction easement exhibits for each driveway being replaced for RTC use. It is assumed that RTC will provide the temporary construction easement document to accompany the exhibit and coordinate with the property owners.
6. Design Contingency (Optional)
- A. Design Contingency. This is a contingency for miscellaneous increases within the scope of this contract related to design and right-of-way services. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.
7. Bidding Services
- A. Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.
 - B. 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.
 - C. 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.

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.

8. Contract Administration (Optional)
- A. Provide contract administration services as follows:
 - 1) Attend the preconstruction conference
 - 2) Perform construction coordination

- 3) Review and provide recommendations on contractor's traffic control plans
 - 4) Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
 - 5) Review and provide recommendations on test results
 - 6) Review and provide recommendations on contractor's construction schedule and work progress
 - 7) Review construction for acceptance and/or mitigation
 - 8) Provide verification and approval of contractor's monthly pay request
 - 9) Supervise the inspection, surveying and material testing activities
 - 10) Provide recommendations to the RTC for any necessary construction changes due to field conditions
 - 11) Assist in change order review and approval
9. Construction Surveying (Optional)
- A. Project management, scheduling, and Contractor coordination.
 - B. Provide construction staking as follows:
 - 1) One set of red tops at 50 feet centers for subgrade/base preparation.
 - 2) Roadway monuments, referenced in four directions.
 - 3) Other staking as required for construction layout.
10. Inspection (Optional)
- A. Provide Inspector. Provide one full time inspector during all construction activities. 8-hour work days and a 40 working day contract period are anticipated. This inspector will:
 - 1) Attend the preconstruction conference
 - 2) Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - 3) Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - 4) Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - 5) Provide quantity reports and assist in contractor's monthly progress payments
 - 6) Provide verification of the distribution of public relation notices required to be delivered by the contractor

- 7) Assist in preparation of the Punch List
- 8) Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

11. Materials Testing (Optional)

- A. Provide Material Testing for compliance with the project Specifications and the Standard Specifications for Public Works Construction, 2012 Edition (Orange Book) testing requirements as amended. Materials to be tested will include hot mix asphalt, aggregate base, cement treated base, native subgrade 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 carbon copy (cc'd) to the appropriate governmental jurisdiction(s).
- B. Provide on-site nuclear gauge testing and sampling during the placement of aggregate base and road base placement. Provide laboratory testing, including: moisture density curves (Proctor), plasticity index (PI), and gradation (sieve analysis). Provide laboratory compressive strength tests of roadway modified base material. Test frequency shall comply with the latest amendment of the Specifications for Public Works Construction (Orange Book). Provide verbal results at the time of testing to the inspector and written Test Reports to the project manager and the Contractor, on a weekly basis; Test Reports shall be stamped by a State of Nevada licensed Professional Engineer (PE).
- C. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.
- D. 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.
- E. Provide Plantmix Bituminous Pavement Testing. Provide On-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement. Plantmix bituminous pavement tests shall be per each "lot" (500

tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.

- F. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
- G. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.
- H. Provide on-site concrete testing and sampling during the placement of concrete. Provide tests including: air content, slump and compressive strength of 6-inch by 12-inch molded cylinders with sulfur caps and maximum / minimum thermometer readings for field curing. Testing will meet the requirements specified in Section 336 of the Supplemental Specifications. Test frequency shall comply with the latest amendment of the Specifications for Public Works Construction (Orange Book). Provide verbal results at the time of testing to the Construction Inspector and written Test Reports (including max. & min. temperatures) to the Project Manager and the Contractor, on a weekly basis. Test cylinders will be prepared in accordance with ASTM C31/C31M.

12. As-Built Information (Optional)

- A. 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 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.
- 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:
 - 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.
 - 3) 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 (Optional)

- A. Construction Contingency. This is a contingency for miscellaneous increases within the scope of this contract during construction related to construction administration, surveying, inspection and materials testing. 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.

Project Schedule

Milestone	Begin	End	Duration
RTC Board Approval	11/18/22		
Notice to Proceed	11/22/22		
Investigation of Existing Conditions, Identification of Project Scope, Survey and Mapping	11/28/22	1/20/23	7 weeks
50% Design	1/23/23	3/3/23	6 weeks
Agency Review (50% Design)	3/6/23	3/31/23	4 weeks
Legal Descriptions and Exhibits	4/10/23	4/28/23	3 weeks
Right-of-Way Acquisitions	5/1/23		4-6 months
90% Design	4/3/23	6/9/23	10 weeks
Agency Review (90% Design)	6/12/23	7/7/23	4 weeks
100% Design	7/10/23	8/18/23	6 weeks
Bidding	9/19/23	10/17/23	4 weeks
Construction	3/4/24	5/10/24	10 weeks

**EXHIBIT B
RTC of Washoe County
Selmi Drive Rehabilitation
Engineering Fee Estimate**

	Principal Civil Engineer -	Senior Engineer II -	Engineer I -	Engineer in Training II -	Construction Inspector III -	Project Assistant -	Administrator IV -	Professional Surveyor -	Senior Survey Technician -	Survey Technician III -	Survey Technician II -	Survey Technician I -	1 Man Survey Crew	2 Man Survey Crew	Total Labor	Expenses	CME	Excavation Contractor	TOTAL	
2024 Rate (\$/hr)	\$208	\$201	\$132	\$119	\$127	\$88	\$121	\$171	\$149	\$138	\$127	\$110	\$176	\$298	Hours	(\$)	(\$)	(\$)	(\$)	
2023 Rate (\$/hr)	\$198	\$191	\$126	\$113	\$121	\$84	\$116	\$163	\$142	\$131	\$121	\$105	\$168	\$284	Hours	(\$)	(\$)	(\$)	(\$)	
TASKS	2022 Rate (\$/hr)	\$189	\$182	\$120	\$108	\$115	\$80	\$110	\$155	\$135	\$125	\$115	\$100	\$160	\$270	Hours	(\$)	(\$)	(\$)	(\$)
1.0 Project Management (2023)																				
Project Coordination and Management (18 months)	8	44	4												56	\$10,500			\$10,500	
Monthly Reports/Progress Billings (18 months)		9					18								27	\$3,799			\$3,799	
Kick-off Meeting	3	3	3												9	\$1,547			\$1,547	
Subtotal	11	56	7				18								92	\$15,846			\$15,846	
2.0 Investigation of Existing Conditions (2022)																				
Sidewalk, C&G and Driveway Condition Survey		8	12												20	\$2,896			\$2,896	
Traffic Data Coordination/Collection			4												4	\$480			\$480	
Geotechnical Field Exploration																	\$1,762	\$11,747	\$13,509	
Geotechnical Laboratory Testing																	\$1,218	\$8,118	\$9,336	
Geotechnical Investigation Report																	\$728	\$4,853	\$5,581	
Existing Utility Data/As-builts Research and Mapping (USA Design Inquiry Request)		3	14	32											49	\$5,682			\$5,682	
Preliminary Figures of Existing Conditions		4	12	12											28	\$3,464			\$3,464	
Subtotal		15	42	44											101	\$12,522	\$3,708	\$24,718	\$40,948	
3.0 Utility Pothole Exploration (Optional - 2023)																				
Farr West Labor		1	2	8											11	\$1,350			\$1,350	
Excavation Contractor																	\$1,050	\$7,000	\$8,050	
Subtotal		1	2	8											11	\$1,350	\$1,050	\$7,000	\$9,400	
4.0 Survey and Mapping (Road - 2022)																				
Office Control								6							6	\$930			\$930	
Field Control														8	8	\$2,160			\$2,160	
Field Scanning and Monument Locates														24	24	\$6,480			\$6,480	
Field Utility and Manhole Dips														12	12	\$3,240			\$3,240	
Office Mapping								32	16					48	48	\$7,120			\$7,120	
Boundary Placement (Not full boundary survey)																				
Subtotal								38	16					44	98	\$19,930			\$19,930	
5.0 Final Design (Road - 2023)																				
50% Design Drawings		21	60	81				1	2						165	\$21,125			\$21,125	
50% Technical Specifications		8	16	4		12									40	\$5,006			\$5,006	
50% Opinion of Probable Cost		2	8	12											22	\$2,751			\$2,751	
90% Design Drawings		17	48	65				1	2						132	\$16,900			\$16,900	
90% Technical Specifications		4	4	2		4									14	\$1,831			\$1,831	
90% Opinion of Probable Cost		2	6	4											12	\$1,592			\$1,592	
100% Design Drawings		4	12	16				0	0						33	\$4,225			\$4,225	
100% Technical Specifications		2	2	2		2									8	\$1,029			\$1,029	
100% Opinion of Probable Cost		1	1	2											4	\$544			\$544	
Temporary Construction Easements for Driveway Replacement (10 total)								10				30			40	\$4,778			\$4,778	
Quality Assurance/Quality Control	12														12	\$2,381			\$2,381	
Review Meetings		6	6												12	\$1,903			\$1,903	
Public Information Meeting		4	8	16											28	\$3,587			\$3,587	
Subtotal	12	71	171	204		18		12	4			30		521	\$67,653				\$67,653	
6.0 Design Contingency (Optional - 2023)																				

**RTC of Washoe County
Selmi Drive Rehabilitation
Engineering Fee Estimate**

	Principal Civil Engineer -	Senior Engineer II -	Engineer I -	Engineer in Training II -	Construction Inspector III -	Project Assistant -	Administrator IV -	Professional Surveyor -	Senior Survey Technician -	Survey Technician III -	Survey Technician II -	Survey Technician I -	1 Man Survey Crew	2 Man Survey Crew	Total Labor	Expenses	CME	Excavation Contractor	TOTAL		
2024 Rate (\$/hr)	\$208	\$201	\$132	\$119	\$127	\$88	\$121	\$171	\$149	\$138	\$127	\$110	\$176	\$298	Hours	(\$)	(\$)	(\$)	(\$)	(\$)	
2023 Rate (\$/hr)	\$198	\$191	\$126	\$113	\$121	\$84	\$116	\$163	\$142	\$131	\$121	\$105	\$168	\$284	Hours	(\$)	(\$)	(\$)	(\$)	(\$)	
TASKS	2022 Rate (\$/hr)	\$189	\$182	\$120	\$108	\$115	\$80	\$110	\$155	\$135	\$125	\$115	\$100	\$160	\$270	Hours	(\$)	(\$)	(\$)	(\$)	(\$)
Design Contingency																	\$25,000			\$25,000	
Subtotal																	\$25,000			\$25,000	
7.0 Bidding Services (2023)																					
Attend and Conduct Pre-Bid Meeting		6	2												8	\$1,399				\$1,399	
RFI's, Questions During Bidding, Addendum		2	4	4											10	\$1,340				\$1,340	
Attend Bid Opening		2													2	\$382				\$382	
Review Contractor Bids		2													2	\$382				\$382	
Bid Tabulation		1				4									5	\$527				\$527	
Subtotal		13	6	4		4									27	\$4,030				\$4,030	
8.0 Contract Administration (2024)																					
Preconstruction Conference	2	4	2		2										10	\$1,738				\$1,738	
Pre-Project video & photo documentation			2		8										10	\$1,279				\$1,279	
Submittal Review		2	8	8	2										20	\$2,666				\$2,666	
DFR Review			8	8											16	\$2,011				\$2,011	
Pay Requests		3	6			6									15	\$1,925				\$1,925	
RFI's		4	6	4		2									16	\$2,249				\$2,249	
Change Orders	1	8	4			4									17	\$2,696				\$2,696	
Claims and Disputes	2	4													6	\$1,219				\$1,219	
Computer based document system & SharePoint site		2	4	8		8									22	\$2,589				\$2,589	
Documentation Manual		2	6	6		6									20	\$2,439				\$2,439	
Weekly Site Meetings	4	20	20												44	\$7,493				\$7,493	
Buisness and Stakeholder Meetings		8													8	\$1,605				\$1,605	
Other Engineering Site Visits	4	10	10												24	\$4,163				\$4,163	
Subtotal	13	67	76	34	12	26									228	\$34,071				\$34,071	
9.0 Construction Surveying (2024)																					
Project Management								16							16	\$2,734				\$2,734	
Field Staking														48	48	\$14,288				\$14,288	
Subtotal								16						48	64	\$17,023				\$17,023	
10.0 Construction Inspection (2024)																					
Field Inspection and Site Documentation (FULL TIME - 50 days)					500										500	\$63,394				\$63,394	
Subtotal					500										500	\$63,394				\$63,394	
11.0 Material Testing (2024)																					
Project Management																	\$2,160	\$14,398		\$16,558	
Field Testing																	\$3,805	\$25,366		\$29,171	
Laboratory Testing																	\$2,585	\$17,231		\$19,816	
Subtotal																	\$8,550	\$56,995		\$65,545	
12.0 As-Built Information (2024)																					
Record Drawings		2	4	16											22	\$2,836				\$2,836	
Subtotal		2	4	16											22	\$2,836				\$2,836	
13.0 Construction Contingency (2024)																					
Construction Contingency																	\$25,000			\$25,000	

**RTC of Washoe County
Selmi Drive Rehabilitation
Engineering Fee Estimate**

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TASKS																				
2022 Rate (\$/hr)	\$189	\$182	\$120	\$108	\$115	\$80	\$110	\$155	\$135	\$125	\$115	\$100	\$160	\$270	Hours	(\$)	(\$)	(\$)	(\$)	(\$)
Subtotal																	\$25,000			\$25,000
TOTAL	36	225	308	310	512	48	18	66	20			30		92	1,664	\$238,653	\$63,308	\$81,713	\$7,000	\$390,674

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

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

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

15. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Judy Tortelli, P.E., Project Manager

RECOMMENDED ACTION

Approve a contract with Lumos and Associates, Inc., to provide design services and optional engineering during construction for the Raleigh Heights Rehabilitation project in an amount not to exceed \$688,140.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Lumos and Associates, Inc., is for professional design services for the Raleigh Heights project in the amount of \$301,720, and optional engineering during construction services (EDC) in the amount of \$386,420. The project includes roadway rehabilitation, removal and replacement of degraded curb and gutter, pedestrian ramps, new catch basins where needed, removal of bus stop improvements, and striping and signage of the following street segments: Yorkshire Drive from N/S Wellington Way to S/S Golden Valley Road, Lancaster Drive from E/S Shelley Circle to W/S Yorkshire Drive, and Carlyle Drive from E/S Shelly Circle to W/S Yorkshire Drive.

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

FISCAL IMPACT

Appropriations are included in the FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

6/27/2022 Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Street and Highway Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of November 21, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Lumos & Associates, Inc. having offices at 9222 Prototype Drive, Reno, NV 89521 (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Civil Engineering Design & Construction Management shortlist to perform certain engineering, design, construction management, and quality assurance services in connection with the Raleigh Heights Rehabilitation Project (the “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 – 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 unit testing rates in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.

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

Total Design Services (Tasks 1 to 7)	\$286,720
Contingency – Design Services (Task 8)	\$15,000
Total OPTIONAL Construction Services (Tasks 9 to 13)	\$366,420
<u>Contingency – Construction Services (Task 14)</u>	<u>\$20,000</u>
Total Not-to-Exceed Amount (Including Optional Services)	\$688,140

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Judy Tortelli, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1824

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

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the

process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.

B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

LUMOS & ASSOCIATES, INC.

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

EXHIBIT A

SCOPE OF SERVICES

FOR THE

RALEIGH HEIGHTS REHABILITATION PROJECT

The Regional Transportation Commission (RTC) has identified the following roadways are in need of rehabilitation and/or reconstruction: Yorkshire Drive from N/S Wellington Way to S/S Golden Valley Drive, Lancaster Drive from E/S Shelley Circle to W/S Yorkshire Drive, and Carlyle Drive from E/S Shelly Circle to W/S Yorkshire Drive. This may include various maintenance techniques up to and including complete reconstruction of the paved roadway.

The Scope of Services for this project will include the following tasks: approximately 188,000 square feet of various roadways rehabilitation. This includes replacing degraded sidewalk and curb and gutter, possible residential and commercial driveway improvements, ADA compliant pedestrian ramps at the affected intersections, new catch basins where needed, removal of bus stop improvements, striping and signage. The scope of work for this project includes: topographic surveying and Right-of-Way mapping, geotechnical investigation, agency coordination (TMWA, NV Energy, City of Reno, etc.), and preparation of construction documents, bidding services, construction management, inspection, and quality assurance testing.

1. Project Management - includes ongoing meetings and coordination with RTC, City of Reno, and local utility providers.
2. Topographical Survey and Right-of-Way research - includes a topographical survey and Right-of-Way investigation and optional easement preparation.
3. Geotechnical Investigation - includes a soils investigation and recommended rehabilitation/reconstruct options for the roadways within the project limits.
4. Preliminary Design- includes the collection, review, and incorporation of background data provided by the local utility providers and the City of Reno base maps with the topographical survey. Existing improvements condition survey will be performed, and limits of reconstruction will be determined and documented in preliminary plans.
5. Construction Documents- includes construction plans and technical specifications that will be prepared for review and acceptance by the RTC.
6. Bidding Services - includes technical assistance that will be provided to the RTC during the bidding process.
7. Project Design Contingency- a contingency amount will be provided for unforeseen conditions and will only be used at the direction of the RTC.
8. Construction Administration – includes construction management, pre-construction meeting, coordination with the contractor, review of field reports and quantities, submittal review, invoicing, and responding to requests for information.
9. Quality Assurance Testing – includes sampling, testing, and documentation of all materials incorporated into the project. This includes materials delivered to the project that are listed in the Plans and Specifications. Materials to be tested will include bedding soil, soil backfill, asphalt concrete, aggregate base, native subgrade material, and Portland Cement Concrete.
10. Quality Control Inspection – includes an inspector to be on site to appropriately monitor the Contractor's daily work for compliance with the Construction Contract Documents, and to advise the Contractor and the RTC of the need for corrective action. Conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. Properly document all field conditions both existing and proposed for inclusion into the record drawings.
11. Construction Staking –includes providing supplementary control, construction stakes for roadway alignment and concrete improvements, and other information needed for construction.

12. Record Drawings – Final As-builts plans, field reports, testing reports, etc. will be packaged into a final deliverable to the RTC.
13. Project Construction Contingency – a contingency amount will be provided for unforeseen conditions and will only be used at the direction of the RTC.

Each of these tasks are defined in greater detail below. It is understood that the final design requirements will be adjusted as needed to meet the demands of the project and the needs of the RTC.

PROJECT UNDERSTANDING

CONSULTANT will provide professional engineering services for the Raleigh Heights Rehabilitation Project. The project limits include Yorkshire Drive from N/S Wellington Way to S/S Golden Valley Drive, Lancaster Drive from E/S Shelley Circle to W/S Yorkshire Drive, and Carlyle Drive from E/S Shelly Circle to W/S Yorkshire Drive, which will include the returns for connecting cross streets at intersections if directed by the RTC.

TASK 1 - PROJECT MANAGEMENT

Management of the overall project will include scheduling of CONSULTANT staff resources, RTC design review meetings, coordinating with agencies and utility providers, quality assurance reviews, and invoicing. The project manager will schedule and facilitate a project kickoff meeting. Meetings to review the preliminary design, as well as 60%, 90% and 100% design review are anticipated. Detailed monthly invoices will be prepared to document all work performed and status reports will be provided to the RTC upon request. This task also includes bi-weekly design update meetings with RTC staff, if desired.

TASK 2 – TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY DETERMINATION

A project basemap will be created using aerial photogrammetry and ground collected survey field shots. The project will be surveyed at a point density and accuracy intended to obtain a horizontal scale of 1"=40' with a 1' contour interval consistent with National Map Accuracy Standards. Field shots will be obtained at critical locations such as edge of building corners, roadway and concrete improvements, surface evidence of utilities, and all other relevant site features will be located. A digital terrain model and topographic basemap will be generated from the collected data.

Control established for the project, will be referenced to the Nevada State Plane Coordinate System, West Zone, NAD83 and based on the City of Reno Benchmarks using a local combined scale factor to establish ground values for the project. Existing survey monuments will be located and re-established in the field under Construction Staking task.

Utility information will be gathered from local providers and displayed on the base map. Catch basins and storm drain manholes will be dipped as needed for inclusion into the base map. Sewer manholes will also be dipped; however, sewer improvements are not anticipated. Lumos will request the most recent City of Reno dip sheets to supplement field information.

Lumos and Associates will gather all relevant record boundary and right-of-way information along the alignment and will use field location of recovered boundary monuments to rectify the record information and assemble a comprehensive right-of-way map for the project area.

TASK 3 – RIGHT-OF-WAY EASEMENT AND EXHIBIT PREPARATION

CONSULTANT will perform Right-of-Way mapping including preparation of Permanent Easement descriptions of up to 4 individual parcels related to pedestrian ramp improvements. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, and preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and up to one (1) update as necessary for up to 4 parcels. All RTC comments shall be addressed prior to recordation. CONSULTANT will prepare Permission to Construct (“PTC”) exhibits for up to 67 parcels. This excludes any legal descriptions relating to the PTC’s. PTC’s are assumed to be completed for any parcel whose driveway access fronts the affected roadways or whose property would be affected by temporary grading/construction operations for pedestrian ramps.

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

Deliverables – Exhibit maps, legal descriptions, and title report for permanent easements on each affected parcel (up to 4). Exhibit for permissions to construct on each affected parcel (up to 67). Right-of-Way summary excel spreadsheet detailing easement type, size, and reason by parcel.

TASK 4 - GEOTECHNICAL INVESTIGATION

CONSULTANT proposes a field investigation that will consist of approximately four (4) test pits and four (4) core excavations within the roadways in the area proposed for reconstruction. Exploration depth will range from one (1) to five (5) feet below ground surface, or practical refusal, whichever comes first. CONSULTANT will collect samples of each soil type encountered within the test pits and core excavations and document the existing pavement structural section. We understand CONSULTANT will provide the excavating and coring services, traffic control, and temporary patching.

CONSULTANT herein proposes to provide laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop a report that will discuss the site conditions, field and laboratory test data, and our conclusions and recommendations from a geotechnical perspective. The samples collected will adhere to the requirements for R-value in the updated roadway design manual. Our Geotechnical Investigation will be supervised by a Registered Professional Engineer in the State of Nevada and will specifically include the following services:

Field Investigation will include:

- Identification of all Test Pit and Core Hole Locations
- Soil Sampling/Coring
- USA Dig Notification
- Excavation/Backfill/Patch
- Traffic Control

Laboratory analysis may include:

- Atterberg Limits
- R-Value
- Grain Size Analysis (including fines and moisture content)
- Moisture Density Curve

Report, Recommendations, and Conclusions:

- Table of Contents
- Project Location, Background, and Purpose
- Exploration Logs and Maps
- Site Conditions & Field Investigation
- Soil Types and Classifications
- Laboratory Test Results
- Geotechnical Discussion
- Grading Recommendations
- Roadway Reconstruction Recommendations
- Construction Procedures
- Groundwater Level, if Encountered

Prior to the completion of the geotechnical report, CONSULTANT will meet with the RTC's Project Manager to present feasible road rehabilitation alternatives. The goal of this meeting is to establish the final reconstruction section to be included in the recommendation portion of the report.

Included within this task is preparing and coordinating the Encroachment and Excavation Permit application process with the City of Reno. Potholing services are NOT included within this task.

TASK 5 - PRELIMINARY DESIGN

Existing Condition Improvement Assessment - CONSULTANT shall perform a condition survey and determine the replacement limits for curb and gutter, valley gutters, sidewalk, and driveway approaches in accordance with RTC criteria for curb and gutter, valley gutter, sidewalk and driveway replacements. CONSULTANT shall perform a surface drainage condition assessment and identify proposed improvements for existing drainage issues within the project limits including but not limited to catch basins, ditch inlets, storm drain manholes, and storm drain pipes. CONSULTANT shall also evaluate the pedestrian access routes including existing pedestrian ramps, sidewalks, and driveway aprons within the project limits for compliance with current ADA standards. CONSULTANT will provide a recommendation on concrete replacement based upon condition and compliance standards to the RTC for consideration. Preliminary improvement plans and an engineer's opinion of probable construction cost will be provided at a 30% level, including any proposed utility improvements. The intent of this task is to determine the project improvement limits and scope. No vertical design or grading details will be provided as a part of the Preliminary Design.

TASK 6 - CONSTRUCTION DOCUMENTS

CONSULTANT shall prepare Final Construction Plans and Technical Specifications suitable for construction bid advertisement for the approved project in accordance with the RTC's standards and requirements.

The final construction plans will be on 11 "x 17" size sheets (half size 22"x34"). The plans will show all elements of project construction including but not limited to reconstruction plan and profile view, subsurface plan and profiles for storm drain improvements, right-of-way lines, control, property information, and any other details necessary for construction.

60% and 90% Improvement plans submittal:

CONSULTANT will submit 60% design plans, to the RTC, City of Reno, and utility companies for review. At a minimum, the 60% design plans will include the following: cover sheet, preliminary note sheets, surface improvement sheets, plan and profile sheets with existing parcel base information, Right-of-Way, base map of existing conditions, existing utilities, and preliminary detail sheets. An updated engineer's opinion

of probable construction costs will also be included.

The 90% design plans will include a title sheet, index sheet map, notes sheet, horizontal control, detail sheets, existing surface features, existing subsurface utilities, surface improvements, and plan and profile sheets with final roadway design (horizontal and vertical) identified for the project. In addition, CONSULTANT will include final storm drain plans, striping and signage plans, pedestrian ramp grading plans, and any other details necessary for construction. CONSULTANT will prepare an outline of bid items (using the Regional Transportation Commission standard format) and an engineer's opinion of probable construction cost.

The 90% design plans will address all comments generated from the 60% design plan review and include a draft copy of the contract documents and technical specifications.

The contract documents and technical specifications will reference the latest edition of Standard Specifications for Public Works Constructions (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 Regional Transportation Commission will electronically provide CONSULTANT the boilerplate of the contract documents and technical specifications in MS Word format.

Constructability Review:

CONSULTANT shall facilitate a one-day workshop to perform a Constructability Review of the Project prior to the 90% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel and designer shall attend a field review of roadway segments is anticipated. Discussion topics may include review of design in the field, conflict identification, maintenance of traffic control, special events, limitations of operations, schedule, and phasing, etc.

100% Improvement plan and Specification Submittal:

100% construction documents shall be distributed to the RTC and City of Reno for final comment. The 100% improvement plans, and specifications will address all comments generated from the 90% improvement plan and specification review.

The 100% plans shall show all elements of project construction.

- Title Sheet – including vicinity map, approval signatures blocks & Sheet Index
- Notes, Symbol Legend & Abbreviations Sheet
- Index Sheet Map and Horizontal Control
- Surface Improvement Sheets
- Plan and Profile Sheets (Horizontal 1"=20' and Vertical 1"=4')
- Detailed Grading Plans
- Utility Sheets for Storm Drain connections
- Striping and Signage Plan
- Standard Detail Sheets (scales as noted) including typical reconstruction section(s)

The 100% contract documents shall include all bid items, alternative options and technical provisions required for the project. A Final Engineer's Opinion of Probable Construction Cost will be prepared for the project based on final designs and any alternative options. The cost options shall be in the same format as the bid proposal form included in the contract documents. An estimate of the time necessary to complete construction will be provided by CONSULTANT.

CONSULTANT will coordinate with all applicable utilities to finalize submittal requirements for the applicable utility relocations if required.

Plan Production and Distribution:

At 60%, 90%, 100% and Final project milestones CONSULTANT will submit up to three (3) sets of plans on 11"x17" size sheets (half size) and technical specifications (at appropriate milestones). The RTC will be responsible for delivering all sets to the review agencies. Electronic files of submittals will also be included in .dwg, .docx, and .pdf file formats.

Review Meetings:

At 60%, 90%, and 100% project milestones, CONSULTANT will conduct one (1) meeting with the RTC to review the design and discuss design comments. CONSULTANT understands that additional meetings may be required to discuss review comments and design issues. CONSULTANT will perform a quality control review of the revisions to ensure comments have been addressed at each submittal stage.

Final Bid Documents:

Final review comments will be incorporated into the plans and specifications. CONSULTANT will submit final construction documents suitable for bid advertisement in accordance with the RTC standards and requirements.

The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge. CONSULTANT will prepare final PDF's of the signed and sealed plans and deliver plans electronically to the Regional Transportation Commission. Signed and sealed Construction Documents shall be delivered to the Regional Transportation Commission electronically in MS Word and PDF format. The RTC will upload the documents to the RTC's E-Plan Room.

TASK 7 - BIDDING SERVICES

CONSULTANT will be available during the bidding process to answer technical questions and respond to questions raised by bidders during the bidding period. In addition, all questions and responses will be documented and provided to the RTC.

Pre-bid Meeting - CONSULTANT will attend the pre-bid meeting and 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.

CONSULTANT will attend the bid opening and compile a bid tab to assist the RTC in evaluating the bids received.

TASK 8 – PROJECT DESIGN CONTINGENCY (OPTIONAL)

The Project Design Contingency is specifically for additional out-of-scope tasks and time extensions, as may be required, which are unidentifiable at this time. This work shall be added at the sole discretion of the RTC, for fees negotiated on a case-by-case basis. Work will be performed on a time and materials basis in accordance with CONSULTANT' fee schedule. A standard fee schedule is incorporated into this proposal.

Task 9 - 14 - 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.

TASK 9 – CONSTRUCTION ADMINISTRATION (OPTIONAL)

CONSULTANT will provide contract administration services as follows:

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

TASK 10 – CONSTRUCTION STAKING (OPTIONAL)

CONSULTANT will provide construction staking at offsets designated by the contractor for the curb and gutter, driveway aprons, pedestrian ramps, and catch basins. This will be limited to one (1) set of finish grade stakes.

CONSULTANT will provide record of survey for existing monuments and will field locate street monuments in the affected roadways. Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using local combined scale factor to establish ground values for the project. Punch marks along with a "PLS" number will be placed on newly installed street centerline monuments. A Record of Survey will be prepared and filed with the Office of the Washoe County Recorder depicting the survey monuments that have been located and re-established.

TASK 11 – CONSTRUCTION INSPECTION (OPTIONAL)

The following staffing shall be provided for the duration of project construction:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior Inspector, ten (10) hour workdays for One Hundred (100) shifts, for a total of 1000 hours.

The inspectors will:

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

TASK 12 – MATERIALS TESTING (OPTIONAL)

CONSULTANT will provide Materials Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing

requirements.

The following tests and frequencies shall be performed:

- Materials to be tested will include asphalt concrete, aggregate base, native subgrade material, structural fill, pipe bedding, 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). Laboratory tests are anticipated to include cement treated base compression tests, moisture density curves, Atterberg limits, sieve analysis, and concrete compression tests.
- Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for asphalt concrete placement, and on-site PCC testing & sampling. Two hundred twenty-four (224) hours of field testing are anticipated.
- Provide AC Testing. Provide asphalt concrete tests at a frequency of every five hundred (500) tons placed. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability, and Marshall unit weight. Fourteen (14) – hot mix samples are anticipated.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Forty-two (42) – asphalt cores are anticipated. Test reports will also include percent compaction.

TASK 13 – RECORD DRAWINGS (OPTIONAL)

CONSULTANT shall provide record drawings for the completed project. An electronic plan set, in PDF format (11" x 17), will be provided to RTC for its files and distribution to City of Reno.

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

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

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

CONSULTANT will also provide final test results and field reports in an electronic PDF for RTC and City records.

TASK 14 – CONSTRUCTION SERVICES CONTINGENCY (OPTIONAL)

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

ASSUMPTIONS/ EXCEPTIONS:

- Work outside the established scope of work can be performed on a time and materials basis in accordance with Exhibit B.
- Right-of-Way mapping services above and beyond the scope listed above can be provided upon RTC Authorization and billed to the Design Contingency Task.

PROJECT SCHEDULE

Consultant agreement to RTC Board: November 18, 2022
Project Kickoff: November 29, 2022
Geotechnical Investigation: January 14, 2022
Topographic Survey: January 29, 2023
Preliminary Plans: March 6, 2023
Begin Right-of-Way Acquisition Process (If needed): March 29, 2023
Final Construction Documents: November 7, 2023
Advertise (Tentative): November 14, 2023
Open Bids (Tentative): December 13, 2023
Start of Construction (Tentative): March 4, 2024
Substantial Completion (Tentative): July 19, 2024

Reference the attached Exhibit A-1 for detailed schedule outline.

PROJECT TEAM

The project team assigned to this project include the following:

- Principal in Charge – Steven G. Moon, P.E.
- Group Manager – Michelle Gamble, P.E.
- Project Manager/Engineer – Alex Greenblat, P.E.
- Construction Project Manager – Brian Harer
- Geotechnical Engineer – Mitch Burns, P.E., CEM
- Survey Project Manager – John Gomez, P.L.S.

RTC Raleigh Heights Rehabilitation Project

Exhibit A-1

Design & Construction Schedule



Beginning 11/29/2022

Ending 8/28/2024

Task	Start	End	Days
Consultant Agreement to RTC Board	11/18/2022	11/18/2022	1
Project Kick-off	11/29/2022	11/29/2022	1
Topographic Survey / Right-of-Way	11/30/2022	1/29/2023	60
Geotechnical Investigation	11/30/2022	1/14/2023	45
Preliminary Design (30%)	1/30/2023	3/6/2023	35
Agency Review	3/7/2023	3/28/2023	21
Construction Documents (60%)	3/29/2023	5/28/2023	60
Agency Review	5/29/2023	6/19/2023	21
Right of Way Acquisition Process	3/29/2023	12/29/2023	275
Construction Documents (90%)	6/20/2023	8/29/2023	70
Agency Review	8/30/2023	9/20/2023	21
Construction Documents (100%)	9/21/2023	10/12/2023	21
Agency Review	10/13/2023	10/27/2023	14
Final Bid Documents	10/28/2023	11/7/2023	10
Advertisement Date (Tentative)(4 Week Bid Time)	11/14/2023	12/12/2023	28
Open Bids (Tentative)	12/13/2023	12/13/2023	1
Contracts and Idle Period	12/14/2023	3/3/2024	80
Notice To Proceed (Tentative)	3/4/2024	3/4/2024	1
Construction (Tentative)	3/4/2024	7/19/2024	137
As-built documentation	7/29/2024	8/28/2024	30

**RTC - RALEIGH HEIGHTS
REHABILITATION PROJECT
EXHIBIT B**

PROJECT BUDGET

BUDGET ESTIMATE		MANAGEMENT			ENGINEERING				CONSTRUCTION			
		\$245 Gamble GROUP MANAGER	\$215 Greenblat/Harer SR. PROJECT MANAGER	\$210 Burns GEOTECH ENGINEER	\$170 PROJECT ENGINEER	\$145 BR. PROJECT DESIGNER	\$125 ENGR TECH II	\$135 SENIOR INSPECTOR	\$145 GEO TECHNICIAN	\$110 MATERIALS TECHNICIAN II		
1 - Project Management												
FEE		8	80									
PROJECT TEAM		2	60									
TITLE		10	40									
		20	180									
Sub Total Hrs.												
Sub Total \$		\$4,900	\$38,700				\$2,720					
2 - Topographic Survey and Right of Way Determination												
Aerial Mapping and Existing Topography												
Subsurface Utility Exploration												
Project Control / Boundary & RW Determination												
Sub Total Hrs.												
Sub Total \$												
3 - Right-of-Way Easement and Exhibit Preparation												
Preliminary Title Reports (Max 4)												
Permission to Construct Exhibits (Max 67)			4						80			
Right-of-Way Tracking Spreadsheet							10					
Easement Exhibits and Legal Descriptions (Max 4)												
Sub Total Hrs.			4				10		80			
Sub Total \$			\$860				\$1,700		\$10,000			
4 - Geotechnical Investigation												
Field Investigation												20
E&E Permit Coordination			1									2
Draft Report & Lab Testing			2									40
Report Modifications & Meeting w/ RTC			2									4
Sub Total Hrs.			5				24					66
Sub Total \$			\$1,075				\$5,040					\$9,570

**RTC - RALEIGH HEIGHTS
REHABILITATION PROJECT
EXHIBIT B**

DATE: 11/1/2022

BUDGET ESTIMATE	SURVEY						ADMIN	SUBS	TOTALS
	\$200 Gomez	\$160	\$150	\$245	\$125				
FEE PROJECT TEAM							\$90		
TITLE	PROJECT MANAGER	PHOTOGRAMMETRY MANAGER	STAFF SURVEYOR	2 MAN CREW	SURVEY TECH II	ADMINISTRATOR	OTHER	TOTAL	
1 - Project Management									
Project Management									\$19,160
Project Meetings/Coordination									\$13,390
Quality Assurance/Quality Control									\$13,770
Sub Total Hrs.									216
Sub Total \$									\$46,320
2 - Topographic Survey and Right of Way Determination									
Aerial Mapping and Existing Topography	4	8	40	40	12			\$2,000	\$19,880
Subsurface Utility Exploration	4			16	32				\$6,220
Project Control / Boundary & RW Determination	16			8					\$9,160
Sub Total Hrs.	24	8	40	64	44				180
Sub Total \$	\$4,800	\$1,280	\$6,000	\$15,680	\$5,500			\$2,000	\$35,260
3 - Right-of-Way Easement and Exhibit Preparation									
Preliminary Title Reports (Max 4)	2							\$4,000	\$4,400
Permission to Construct Exhibits (Max 67)									\$10,860
Right-of-Way Tracking Spreadsheet									\$1,700
Easement Exhibits and Legal Descriptions (Max 4)	24				24				\$7,800
Sub Total Hrs.	26				24				144
Sub Total \$	\$5,200				\$3,000			\$4,000	\$24,760
4 - Geotechnical Investigation									
Field Investigation								\$8,500	\$11,820
E&E Permit Coordination									\$925
Draft Report & Lab Testing						20			\$11,390
Report Modifications & Meeting w/ RTC						8			\$2,570
Sub Total Hrs.						28			123
Sub Total \$						\$2,520		\$8,500	\$26,705

**RTC - RALEIGH HEIGHTS
REHABILITATION PROJECT
EXHIBIT B**

DATE: 11/1/2022

BUDGET ESTIMATE		SURVEY						ADMIN	SUBS	TOTALS
TASK	FEE	\$200	\$160	\$150	\$245	\$125	ADMIN	SUBS	TOTALS	
PROJECT TEAM TITLE	PROJECT MANAGER	PHOTOGRAMMETRY MANAGER	STAFF SURVEYOR	2 MAN CREW	SURVEY TECH II	ADMINISTRATOR	OTHER	TOTAL		
5 - Preliminary Design										
Utility Research/Facility Data Acquisition/Basemap Mods									\$3,220	
Existing Improvements Condition Assessment									\$7,190	
Preliminary Plan Sheets (30%), & Estimate						2			\$22,605	
Sub Total Hrs.						2			229	
Sub Total \$						\$180			\$33,015	
6 - Construction Documents										
60% Improvement Plans & Spec Outline						2			\$32,970	
Constructability Review Workshop									\$7,040	
90% Improvement Plans & Specs						2			\$48,110	
100% Improvement Plans & Specs						2			\$19,260	
Final Bid Documents						2			\$9,340	
Sub Total Hrs.						8			778	
Sub Total \$						\$720			\$116,720	
7 - Bidding Services										
Bidding Services									\$3,940	
Sub Total Hrs.									20	
Sub Total \$									\$3,940	
8 - Project Design Contingency (Optional)										
Project Design Contingency								\$15,000	\$15,000	
Sub Total Hrs.										
Sub Total \$								\$15,000	\$15,000	
Subtotal Hrs.	50	8	40	64	68	38			1690	
SUBTOTAL DESIGN SERVICES	\$10,000	\$1,280	\$6,000	\$15,680	\$8,500	\$3,420		\$29,500	\$301,720	

**RTC - RALEIGH HEIGHTS
REHABILITATION PROJECT
EXHIBIT B**

PROJECT BUDGET

BUDGET ESTIMATE		MANAGEMENT				ENGINEERING				CONSTRUCTION					
		FEE	\$245 Gamble GROUP MANAGER	\$215 Greenblatt/Harer SR. PROJECT MANAGER	\$210 Burns ENGINEER	\$170 PROJECT BR. ENGINEER	\$145 PROJECT BR. DESIGNER	\$125 ENGR TECH II	\$135 SENIOR INSPECTOR	\$145 GEO TECHNICIAN	\$110 MATERIALS TECHNICIAN				
PROJECT TEAM TITLE	TASK														
9 - Construction Administration (Optional)															
Construction Administration				200		80	60								
Sub Total Hrs.				200		80	60								
Sub Total \$			\$43,000		\$13,600	\$8,700									
10 - Construction Staking (Optional)															
Construction Staking															
Record of Survey															
11 - Construction Inspection (Optional)															
Inspection Coordination and Oversight				40											
Construction Inspection												1000			
Sub Total Hrs.				40								1000			
Sub Total \$			\$8,600									\$135,000			
12 - Materials Testing (Optional)															
Materials Testing Coordination and Oversight						24									224
Materials Testing (Field)															
Materials Testing (Lab)						24								96	
Sub Total Hrs.						\$5,040								\$12,960	
Sub Total \$															\$24,640
13 - Record Drawings (Optional)															
Record Drawings				16								40			
Sub Total Hrs.				16								40			
Sub Total \$			\$3,440								\$1,740	\$5,000			
14 - Construction Services Contingency (Optional)															
Construction Contingency															
Sub Total Hrs.															
Sub Total \$															
SUBTOTAL CONSTRUCTION SERVICES				256		24	80	72	40		1096				224
TOTAL DESIGN AND CONSTRUCTION SERVICES			\$55,040	\$5,040	\$13,600	\$10,440	\$5,000	\$147,960			\$24,640				

**RTC - RALEIGH HEIGHTS
REHABILITATION PROJECT
EXHIBIT B**

DATE: 11/1/2022

BUDGET ESTIMATE	SURVEY										ADMIN	SUBS	TOTALS
	\$200	\$160	\$150	\$245	\$125								
PROJECT TEAM	Gomez										\$90		
TITLE	PROJECT MANAGER	PHOTOGRAMMETRY MANAGER	STAFF SURVEYOR	2 MAN CREW	SURVEY TECH II						ADMINISTRATOR	OTHER	TOTAL
9 - Construction Administration (Optional)													
Construction Administration											8		\$66,020
Sub Total Hrs.											8		340
Sub Total \$										\$720			\$66,020
10 - Construction Staking (Optional)													
Construction Staking	40		24	130	100								\$55,950
Record of Survey	12		24	24	24								\$11,280
Sub Total Hrs.	52		24	154	124								230
Sub Total \$	\$10,400		\$3,600	\$37,730	\$15,500								\$67,230
11 - Construction Inspection (Optional)													
Inspection Coordination and Oversight													\$8,600
Construction Inspection													\$135,000
Sub Total Hrs.													1040
Sub Total \$													\$143,600
12 - Materials Testing (Optional)													
Materials Testing Coordination and Oversight											40		\$8,640
Materials Testing (Field)													\$37,600
Materials Testing (Lab)												\$33,150	\$33,150
Sub Total Hrs.											40		384
Sub Total \$										\$3,600	\$33,150		\$79,390
13 - Record Drawings (Optional)													
Record Drawings													\$10,180
Sub Total Hrs.													68
Sub Total \$													\$10,180
14 - Construction Services Contingency (Optional)													
Construction Contingency												\$20,000	\$20,000
Sub Total Hrs.													
Sub Total \$												\$20,000	\$20,000
SUBTOTAL CONSTRUCTION SERVICES													
	52		24	154	124						48		2194
	\$10,400		\$3,600	\$37,730	\$15,500					\$4,320	\$53,150		\$386,420
TOTAL DESIGN AND CONSTRUCTION SERVICES												TOTAL	\$688,140

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

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Amanda Callegari, Engineer II

RECOMMENDED ACTION

Authorize a request for proposals for environmental services, permitting assistance, design and engineering services for the Sierra Street Bridge Replacement Project.

BACKGROUND AND DISCUSSION

This request for proposals (RFP) is a solicitation for professional services for the Sierra Street Bridge Project to complete the Environmental (NEPA) and Design phases. The Sierra Street Bridge spans the Truckee River and is in the Riverwalk District portion of downtown Reno. The bridge was constructed in 1937 and the current bridge condition is rated poor, is past its design life, and is scour critical. This procurement will begin the qualification-based selection process to identify the top-ranked firm to perform environmental services, permitting assistance, preliminary engineering, and final design to replace the aging Sierra Street Bridge. The primary scope of services include: project management, public involvement and outreach, agency coordination, environmental services to complete a categorical exclusion (CE), permitting support, and design services to generate a final plans and specification package to advertise for construction.

The Regional Transportation Improvement Program (RTIP) as amended shows NEPA being performed in federal fiscal year 2022. RTC has allocated federal funds for the project and is currently in the process of executing Local Public Agency (LPA) agreement with NDOT for the administration of federal funds for preliminary engineering.

Consultant proposals will be evaluated on: project approach and project knowledge including understanding of local needs and technical challenges associated with the project. Other evaluation criteria include proposed project team and past performance on relevant projects.

FISCAL IMPACT

Appropriations for NEPA and Design are included in FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

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

Request for Proposal (RFP)

RTC 23-04

Instructions for Submitting a Proposal to Perform

**Professional Services for
Sierra Street Bridge Project NEPA/Design**

Due: January 20, 2022
No later than 2:00:00 p.m.



Regional Transportation Commission

1105 Terminal Way, Suite 300

Reno, NV 89502

Tel: 775-348-0400

Fax: 775-324-3503

TABLE OF CONTENTS

SECTIONS

Section 1 – Introduction	3
Section 2 – Scope of Services	3
Section 3 – Contract Type and Method of Payment	3
Section 4 – Evaluation Factors	3
Section 5 – Minimum Qualifications	3
Section 6 – Small Business Enterprise (SBE) and Emerging Small Business (ESB) Participation	4
Section 7 – DBE Requirements	4
Section 8 – Procurement Schedule	5
Section 9 – Pre-Proposal Conference	5
Section 10 – Proposer Questions	5
Section 11 – Proposals	6
Section 12 – Submittal Instructions	7
Section 13 – Rules of Contact	8
Section 14 – Confidential Information, Trade Secrets, and/or Proprietary Information	8
Section 15 – Evaluation Process	9
Section 16 – Negotiation of Agreement	9
Section 17 – Protest Procedures	10

ATTACHMENTS

Attachment A – Scope of Services	
Attachment B – Evaluation/Scoring Sheet	
Attachment C – Affidavit Required by 23 U.S.C. Section 112(c) and 2 C.F.R. Parts 180 and 1200	
Attachment D – Affidavit of Non-Collusion	
Attachment E – Certification Required by Section 1352 of Title 31, United States Code	
Attachment F – DBE Good Faith Effort Documentation	
Attachment G – Contractor/Consultant Proposal DBE Commitment	

INCORPORATED BY REFERENCE

The following documents referenced and incorporated herein are available on www.rtcwashoe.procureware.com:

1. Form Contract, including indemnification and insurance requirements.

SECTION 1 – INTRODUCTION

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

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

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

SECTION 2 – SCOPE OF SERVICES

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

SECTION 3 – CONTRACT TYPE AND METHOD OF PAYMENT

This will be a project specific contract. The method of payment will be based on specific rates of compensation for specified personnel for agreed upon hours, as negotiated with the selected firm after conclusion of the evaluation process. The contract will specify a maximum amount payable for specific tasks and/or for all services to be provided under the contract. The maximum amount payable shall not be exceeded unless adjusted by a contract amendment.

SECTION 4 – EVALUATION FACTORS

This will be a qualifications-based selection process as required by [40 U.S.C. 1101-1104 (Brooks Act) and] NRS 625.530. No pricing or cost information is to be provided with the proposal. Compensation will be negotiated with the most qualified firm after conclusion of the evaluation process. The RTC will determine the most qualified firm based on the factors identified in Attachment B – Evaluation/Scoring Sheet.

SECTION 5 – MINIMUM QUALIFICATIONS

A. Registered Professional Engineers and Land Surveyors

The proposer and its Project Manager shall comply with the registration requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers and Land Surveyors, at the time of submission of the proposal. Such individual(s) must be employed by the firm that is submitting the proposal for consideration by the RTC. A firm cannot meet the registration

requirements of NRS Chapter 625, for qualification purposes, by “borrowing” such a person from another firm under the guise of a “Joint Venture” submission. Each firm of a Joint Venture must be qualified by the RTC by having a Nevada licensed Professional Engineer on staff; each Joint Venture firm must stand alone in this requirement. If the proposal is being submitted by a Joint Venture, a copy of the documents by which such Joint Venture is formed must be submitted with the proposal. The individuals so named must be Nevada licensed Professional Engineers at the time of submission; pending licenses do not qualify.

B. Nevada Business License

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

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

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

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

SECTION 6 – SMALL BUSINESS ENTERPRISE (SBE) AND EMERGING SMALL BUSINESS (ESB) PARTICIPATION

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

SECTION 7 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, and RTC DBE Program 2020-2022, apply to this contract. RTC’s DBE Program can be found at: <https://www.rtcwashoe.com/wp-content/uploads/2019/07/DBE-Program-for-FFY-2020-2022.pdf>.

It is the policy of RTC to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids. Award of this contract will be conditioned on satisfying the requirement of this bid specification. These requirements apply to all bidders, including those who qualify as a DBE.

A DBE contract goal of EIGHT PERCENT (8%) has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

Proposers will be required to submit the Demonstration of Good Faith Efforts forms and the DBE Participation List with the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

SECTION 8 – PROCUREMENT SCHEDULE

Task	Date
RFP Issued	Thursday, December 1, 2022 at 8:00 AM
Pre-Proposal Conference	Thursday, December 8, 2022 at 2:00 PM
Questions Due	Thursday, December 22, 2022 by 4:00 PM
RTC Responds to Questions by Addendum	Thursday, January 5, 2023 by 4:00 PM
Proposals Due	Friday, January 20, 2023 at 2:00 PM
Interviews (if needed)	Tuesday, February 14, 2023
Contract Executed	April 2023

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

SECTION 9 – PRE-PROPOSAL CONFERENCE

The non-mandatory Pre-Proposal Conference will be held via Zoom/Conference call on **Thursday, December 8, 2022, at 2:00 PM**. The purpose of the pre-proposal conference is to review the procurement process, the RTC’s needs and specifications, and to address any pertinent questions from interested parties. Participation is strongly encouraged. Although RTC staff may provide verbal answers to some questions raised at the pre-proposal conference, only those answers issued in a written addendum to this RFP will be considered valid and binding on the RTC.

To join the Zoom/Conference call:

<https://us02web.zoom.us/j/85197875716?pwd=SlZSN0JDeS96R1pNODhueDc0M0xRdz09>

US Toll-free: 833 548 0276 US Toll-free
 Meeting ID: 851 9787 5716
 Passcode: 625658

SECTION 10 – PROPOSER QUESTIONS

Any and all questions raised by proposers must be posted to <https://rtcwashoe.procureware.com> by the deadline specified in the schedule above. All requests must be accompanied by a corresponding reference to the name of this RFP.

RTC will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on <https://rtcwashoe.procureware.com>. Only requests submitted through <https://rtcwashoe.procureware.com> will be considered.

SECTION 11 – PROPOSALS

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

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

The responses to the Evaluation Factors, including any tables, must be 1.0 line spacing, must use no smaller than 11 point font, and must not exceed **FIFTEEN (15)** 8½" x 11" pages. Any use of 11" x 17" pages will be counted as two (2) pages each. Only the responses to the Evaluation Factors count towards this page limit.

3. Proposers must attach resumes for all personnel on the proposed Project Team. There is no page limit for resumes.
4. Proposers must attach a statement disclosing any existing or potential conflicts of interest relative to the performance of the services described in this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed.
5. Proposers must attach a signed acknowledgement form for each addendum, if any.
6. Proposers must specify any objections to the terms and conditions described in this RFP. Any objections should be stated on a separate attachment titled "Objections to RFP". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the RFP. The nature and extent of any objections taken will be

considered by the RTC in the selection process. OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

7. Proposers must specify any objections to the terms and conditions in the Form Contract available at <https://rtcwashoe.procureware.com>. Any objections should be stated on a separate attachment titled "Objections to Form Contract". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the Form Contract. The nature and extent of any objections taken will be considered by the RTC in the selection process. OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.
8. The proposal must have a page divider between each of the seven (7) above.
9. Proposers must provide signed copies of each of the following: Attachment C – Affidavit Required by 23 U.S.C. Section 112(c) and 2 C.F.R. Parts 180 and 1200; Attachment D – Affidavit of Non-Collusion; Attachment E – Certification Required by Section 1352 of Title 31, United States Code; Attachment F – DBE Good Faith Effort along with any necessary supporting documentation; and Attachment G – Contractor/Consultant Proposal DBE Commitment.
10. Proposers must provide one copy of their financial statements (including balance sheet and income statements) for the last two (2) years. If proposer is a wholly-owned subsidiary of a parent company, it must also submit the financial statements of its parent company for the same two (2) years. The financial statements must set forth the financial status of the entity or business unit that will actually perform the work.

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

SECTION 12 – SUBMITTAL INSTRUCTIONS

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

Option 1: Proposers may submit the following via www.rtcwashoe.procureware.com:

- The proposal and required attachments
- The proposer's financial statements
- Signed copies of Attachment C, Attachment D and Attachment E of this RFP

Option 2: Alternatively, proposers may submit the following in a sealed envelope or box plainly marked with the name and title of this RFP, and the name and return address of the proposer:

- Five (5) memory sticks/flash drives each containing a copy of the proposal and required attachments (with the exception of proposer’s financial statements)
- Five (5) hardcopies of the proposal and required attachments (with the exception of proposer’s financial statement)
- One (1) memory stick/flash drive with a copy of proposer’s financial statements and signed copies of Attachment C, Attachment D and Attachment E of this RFP

The sealed envelope or box must be submitted to the attention of:

Christopher Benham
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502

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

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

SECTION 13 – RULES OF CONTACT

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

Christopher Benham
Procurement Analyst
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502
cbenham@rtcwashoe.com
(775) 335-1868

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

**SECTION 14 – CONFIDENTIAL INFORMATION, TRADE SECRETS, AND/OR
PROPRIETARY INFORMATION**

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

Confidential information, trade secrets, and/or proprietary information must be marked as such in the proposal on each page. The failure to mark this information as per NRS 332.061 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the RTC. If the RTC reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 332, the RTC will contact the firm. The firm must advise the RTC as to whether it either accepts the RTC's determination that the information is not confidential, or withdraws the information. The firm will not be allowed to alter the proposal after the date and time set for receipt of proposals. Notwithstanding the provisions in NRS Chapter 332, the RTC retains its immunity pursuant to the provisions of NRS 239.12 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

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

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

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

SECTION 15 – EVALUATION PROCESS

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

Oral interviews may be conducted at RTC's sole discretion with firms within a competitive range. In the event that the RTC elects to conduct interviews, each proposer in the competitive range will be advised of the format and schedule for interviews. **The date for interviews is set for Tuesday, February 14, 2022.**

If interviews are not conducted, the final ranking will be determined based on scoring of the

proposals. If interviews are conducted, the final ranking will be determined by the review committee after the interviews. Failure of a proposer to appear at an oral interview, if the committee elects to conduct such interviews, will be considered non-responsive, and that proposer will be eliminated from any further consideration.

SECTION 16 – NEGOTIATION OF AGREEMENT

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

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

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

SECTION 17 – PROTEST PROCEDURES

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

Attachment A

Scope of Services

INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno (COR), Federal Highway Administration (FHWA), US Army Corps of Engineers (USACE), Nevada Department of Transportation (NDOT) and Truckee River Flood Management Authority (TRFMA), have begun the process to replace the structurally deficient bridge over the Truckee River on Sierra Street, Sierra Street Bridge Project (Project).

This Request for Proposal (RFP) seeks to select one (1) firm for environmental services, permitting assistance, preliminary engineering, final design, bidding services, and engineering during construction (optional services) for the proposed improvements. RTC is anticipating to use a typical design-bid-build project delivery method. RTC will negotiate and enter into an agreement with the successful Consultant to complete the National Environmental Policy Act (NEPA) process, with the FHWA as the Lead Agency. The scope shall include those elements necessary to complete the NEPA process, to include performing an alternatives analysis and advancing it to 30% design. At the completion of the NEPA process, the consultant shall complete final design and perform bidding services. RTC will advertise a separate RFP to cover Construction Management Services for the construction of bridges.

The Regional Transportation Improvement Program (RTIP) as amended shows NEPA being performed in federal fiscal year 2022. The Regional Transportation Plan (RTP) currently shows construction of these improvements completed in the 2031 - 2050 time period; however, the Project has been accelerated with the opportunity to use federal funding. The estimated total cost of the improvements in the 2050 RTP is \$29 million. RTC has allocated federal funds for the project and is currently in the process of executing Local Public Agency (LPA) agreement with NDOT for the administration of federal funds.

BACKGROUND

The Sierra Street Bridge Project is in the Riverwalk District portion of downtown Reno. Numerous community-level plans have been developed that help to guide or direct the engineering requirements and design themes of the proposed bridge replacement project. These prior planning studies, including the 2009 City of Reno TRAction Visioning Project, 2017 City of Reno Downtown Action Plan, 2018 ReImagine Reno-Planning for the Future, 2019 City of Reno Downtown Streetscape Design Standards, and One Truckee River Plan.

The Sierra Street bridge spans the Truckee River in downtown Reno. The bridge was constructed in 1937 by the Nevada Highway Department with the approaches built by the City of Reno. The bridge is identified by NDOT as Bridge No. B-303. The bridge consists of steel girders in three spans totaling about 136 feet and has a deck width of 62 feet. The roadway width is 44 feet with 8-foot sidewalks on each side. Travel across the structure includes two

lanes in the southbound direction with on street parking on both sides of the bridge. The bridge supports an average daily traffic volume of approximately 6000 trips. The bridge condition is rated poor, is past its design life, and is scour critical. Additionally, the bridge continues to be problematic during flood events – most recently in 1997, 2005, and 2017 – due to the two (2) bridge piers in the river that collect debris.

The Sierra Street Bridge passes through human and natural resources, water conveyances (Truckee River), and existing infrastructure. Construction of these improvements will require detailed coordination with numerous agencies and public utility entities. Several potential actions are foreseeable that would require federal agency review and become a nexus for the National Environmental Policy Act (NEPA) processes. Agencies that will require permit coordination include, but are not limited to, United States Army Corp of Engineers, Nevada Division of Environmental Protection, and Nevada Division of State Lands.

SCOPE OF SERVICES

The following sections provide general guidance to the Consultant in preparing a detailed proposal for this RFP. These sections do not necessarily represent the full scope of services expected from the Consultant. The Consultant selected for this Project will be very experienced in performing similar work and it is expected that the Consultant will identify additional tasks or propose alternative methods and techniques within its proposal to successfully complete this Project. The Consultant shall identify and provide a Project Team necessary to deliver the Project within established schedules and budgets. The initial tasks and activities are expected to include, but may not be limited to, the following:

1.0 General Requirements

The work consists of providing environmental and professional engineering services to advance the Project through the National Environmental Policy Act (NEPA) process and develop a package to advertise for construction. All work shall be in accordance with and meet the requirements of NDOT's LPA manual, which can be accessed using the following link:

<https://www.nevadadot.com/doing-business/about-ndot/ndot-divisions/engineering/design/local-public-agency>

Major milestones anticipated to maintain the overall Project schedule are listed below:

- Service Provider Agreement: April 2023
- Preliminary Design: April 2023 – October 2023
- NEPA: April 2024 – April 2025
- Final Design: November 2023 – January 2026
- Invitation to Bid: February 2026 – May 2026
- Construction schedule dependent on Arlington Bridges Project completion

2.0 Project Management

The Project work shall include project management by the Consultant. The Consultant shall provide a project manager responsible for the timely completion of the project and to work as a liaison with the RTC Project Manager. The Consultant Project Manager shall be the main point of contact on the Project and shall attend all Project meetings and coordinate all aspects of the Project. The Consultant shall also name task leads for each major task or discipline. The Consultant Project Manager and task leads may not be changed without specific written authorization from the RTC Project Manager.

The Consultant shall provide effective project management that will deliver the Project within established schedules and budgets; develop a project management plan that will effectively communicate, plan and execute the work required to successfully complete the project; conduct a cost and risk assessment workshop including a value engineering session and perform continuous risk assessment and evaluation techniques. In addition, the Consultant shall integrate the RTC's project manager into the project management plan, and coordinate all Project development activities with the RTC's Project Manager, and with City of Reno representatives, property owners, local and state permitting agencies, utility providers, and other stakeholders within the Project area as directed.

The Consultant shall be responsible for scheduling, attending, preparing exhibits, and providing meeting minutes for meetings as required by the RTC. The initial Project Management tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Kickoff, progress, and miscellaneous meetings
- Project Management Plan
- Manage critical path schedule for this scope of service
- Pre-construction and construction schedules
- Project coordination and documentation
- Risk Assessment and Value Engineering
- Monthly progress reporting
- Quality Assurance/Quality Control
- PM support services
- Outreach support services

2.1 Project Committee Plan

A Project Committee Plan shall be a part of the Consultant's proposal. The Consultant shall be required to provide a meeting place, work with the participants to set a schedule for meetings, provide an agenda based on project needs and participant requests, and prepare and distribute meeting minutes. The Consultant may propose an alternative to the following Project Committee:

- A Design Review Committee (DRC) will be formed to oversee and control the preparation and progress of the work. Members of the DRC will include the Project

Manager, task leads (as appropriate) from the Consultant, the RTC Project Manager, City of Reno, NDOT, FHWA, utility companies, developers, property owners, citizens groups, and area residents. Committee members will be chosen to ensure both the technical (bridge design, hydraulics) and non-technical (aesthetics, art) elements of the Project are covered. The DRC will meet prior to design submittals to discuss design approach, issues, permitting, and constructability. The DRC shall also meet prior to public informational meetings to review materials, discuss design status and essential public input to achieve an appropriate balance between impacts, function, and cost that leads to broad support of the community.

3.0 Public and Agency Involvement

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

Public Information Meetings will be held with residents, property owners adjacent to the project, stakeholders, and other members of the public to discuss project limits, scope, tentative schedule, access, public notification requirements, and concerns of adjacent properties. Assemble and manage a Project design review committee and stakeholder working group (including but not limited to above groups) to develop and implement a landscape and aesthetics plan that fits the look and feel of the surrounding area.

Outreach efforts should consider inclusion of the various Neighborhood Advisory Boards (City of Reno), as well as businesses and business groups. These efforts shall be coordinated with the RTC Communications Team. Public involvement and outreach activities to communicate proposed Project improvements include, but are not limited to, the following:

- Public Outreach and Involvement Plan
- Public Information Meetings (up to 4 anticipated)
- Project Scoping Meeting
- NEPA Public Hearing
- Individual property owner and stakeholder meetings
- Councils and Boards
- Local and State Agencies
- Commissions

4.0 Project Development

The Consultant will become familiar with previous plans and studies and verify recommendations and conclusions. The Consultant will obtain traffic data to update and verify

the volumes. Utilities within the project area will be located and assessed for possible conflicts with the proposed Project. Topographic mapping and boundary will be determined to meet design needs.

4.1 Geotechnical Investigation

The CONSULTANT will research existing geotechnical studies and reports, perform a geotechnical investigation/analysis to include a field review of existing conditions, review existing geotechnical information. The CONSULTANT will obtain all necessary permits to conduct the geotechnical investigation.

Perform all field and laboratory investigations and perform all analyses to provide complete geotechnical reports and final design for this phase of the project.

4.2 Topographic Survey

The Consultant shall perform all necessary field surveys, photogrammetric mapping, and office support to develop and analyze the alternative and to perform design tasks. Mapping shall be detailed and extensive enough to identify drainage concerns, possible utility conflicts, design challenges, river hydraulics, and right-of-way impacts. The survey should cover all necessary physical elements to ensure accuracy of information for design elements needed to establish footprint of impacts, determine feasibility, and match conditions of improvements. Surveys shall be performed under direct supervision of a Nevada Registered Professional Land Surveyor.

4.3 Right-Of-Way Mapping and Engineering

The Consultant will obtain recorded right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans and used as the basis for right-of-way engineering services.

Consultant will perform boundary surveying including preparation of full Metes and Bounds descriptions of potentially impacted parcels. Right-of-way engineering services include, but not limited to, exhibit maps, legal descriptions, and title reports for permanent and/or temporary construction easements on each parcel.

4.4 Subsurface Utilities

Consultant will perform Subsurface Utility Exploration (SUE) designating services to support the engineering design requirements and construction plan development. Consultant will investigate and locate subsurface utilities within the bridge alignment, 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. Designation will include compilation of utility information plotted on drawings based on record information, individual recollection or the existence of utility service(s) (Level D) as well as field verified survey of visible, above-ground utility features and using professional judgment in correlating this information to Quality Level D information. 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, and incorporate utility design, as necessary, into the Project plans and specifications.

4.5 Hydrology and Hydraulic Analysis

The Consultant will review hydrology of the Truckee River within the impact area of the Sierra Street Bridge Project. Consultant will perform hydraulic analysis and identify engineering solutions that meet flood capacity requirements, reduce flood hazard and facilitate Project construction. Perform hydraulic analysis for both the existing Federal Emergency Management Agency Flood Maps, as well as the flow rate and map revision for this reach of river currently in the process of being updated by the Truckee River Flood Management Authority. Consultant will provide hydraulic analysis necessary to secure permits and regulatory approval for Project implementation, including modeling both the 14,000 cfs conveyance as well as the 100-year flood event. Hydraulic analysis of the existing kayak park and improvements impact analysis and mitigation strategies shall also be provided.

Consultant shall give due consideration to the existing Cochrane Ditch facility, and this facility shall either remain in place without being impacted, or proposed modifications shall be coordinated with the City of Reno as managing member of the Cochrane Ditch LLC. This is a live irrigation facility, which runs 365 days/year. Consultant to coordinate with the City of Reno to determine what will be required to comply with the City of Reno flood hazard ordinance.

4.6 Traffic Analysis

The Consultant will review existing traffic and provide detailed traffic operation analyses, including an analysis of the Sierra Street corridor at least one signalized intersection past the bridges. A Synchro/HCS analysis of the intersections for horizon years 2030, 2040, and 2050 is needed to identify the timeframe if/when the automobile traffic operations (on and around the bridge) worsen to LOS F.

If appropriate, potential improvements are to be evaluated to alleviate LOS F conditions. Traffic analysis will include evaluation of the existing crosswalks and whether any upgrades are warranted, inventory/analysis of parking and whether it can be prohibited on the bridge, cross-section design and implementation of bike/micro-mode lane, and traffic analysis (LOS) of the detour routes during construction to help with detour signal timing.

4.7 Permitting

The Consultant shall ensure proper permits are obtained to allow for the Project construction. The requirements of Construction permits that are the Contractor's responsibility shall be identified prior to construction so information can be provided during bidding.

5.0 Environmental Studies, Documentation and Support Services

The Consultant shall provide environmental services up to and including completion of the National Environmental Policy Act (NEPA) process. It is anticipated at this time a Categorical Exclusion (CE) will be required. Consultant will identify foreseeable potential actions that would require federal agency review and provide recommendations as to the potential project development considerations that may be encountered.

The Truckee River is designated “Waters of the United States” and is therefore under the jurisdiction of the US Army Corps of Engineers (and the Carson-Truckee Water Conservancy District as the local sponsor). Work elements within the designated limits of the drainage way will require coordination with the USACE and likely a Section 408 permit as well as a Section 404 permit. US Army Corp of Engineers permit is a federal nexus.

The environmental tasks, activities, and deliverables provided by the Consultant include, but may not be limited to, the following:

- Notice of Intent to Study, Scoping, Purpose and Need Statement, and Alternative Development
- Plan, schedule, and support all Public Information Meetings
- Develop a Draft NEPA Document to include data collection, investigation, analysis, and documentation of significant impacts and proposed mitigation measures
- Dissemination of draft document for agency and public review and comment and response preparation
- Plan, schedule, and support the Public Hearing
- Develop Final NEPA Document
- Preparation of draft Final Design Report for NDOT’s submittal to FHWA.
- Data collection and field investigation
- NEPA coordination with NDOT and resource agencies
- Regulatory coordination and permitting with US Army Corps of Engineers, Nevada Division of Environmental Protection, Nevada Division of State Lands
 - Initiate Construction permit submittals to ensure overall Project schedule is maintained
 - Obtain regulatory permits required for geotechnical investigation and Construction of the Project
- Hydraulic modeling of the 14,000 cfs conveyance and 100-year flood event

6.0 Preliminary Design (30% Design Submittal)

The Consultant shall be responsible for performing preliminary engineering tasks, activities, and deliverables including, but not limited to, the following:

- Development and evaluation of bridge alternatives
- Analyze cost and schedule impacts of alternatives

- Finalize roadway geometry and address pedestrian/bicycle elements
- Development of Preliminary (30%) Plans
- Hydraulic Analysis
- Structural Design and Analysis including a Bridge Type Selection Report
- Identify right-of-way needs
- Utility conflict identification
- Traffic Analysis
- Landscape and Aesthetics (up to 3 conceptual alternatives)
- Prepare conceptual construction cost estimate
- Recommend construction packaging

RTC intends to evaluate landscape and aesthetics concurrently, but outside of the NEPA process. Stakeholder and Public involvement will be required to determine final Landscape and Aesthetics for the Project. A Final Landscape and Aesthetics package is anticipated at 60% Design to maintain the overall Project schedule.

7.0 Final Design

CONSULTANT shall prepare Final Construction Plans and Technical Specifications and provide technical support and coordination with the RTC to successfully finalize the design and prepare a cost effective construction bid package. Design shall meet local and federal standards and requirements.

Final Construction Plans and Technical Specifications shall be in accordance with RTC's standards and requirements. Structural design will be in accordance with the AASHTO LRFD Bridge Design Specifications and the NDOT Structures Manual. Provide design and cost estimates and type selection analysis for project drainage structures, grade separations or retaining wall as required. Preparation of final structural plans, specifications and estimates of structures, retaining walls, and drainage structures.

The Final Design tasks, activities, and deliverables provided by the CONSULTANT include, but may not be limited to, the following:

- Prepare plans, construction estimates and specifications to deliver a complete project. Develop all plans and estimates according to RTC procedures. Coordinate with RTC to produce plans, construction estimates and breakouts.
- Submit progress plans at 60% and 90% completion. Provide specification notes for any special items of work or phasing of construction to be included in the Special Provisions.
- Quality Assurance (QA) Review. The Consultant will perform an independent design check of the bridge plans in conformance with NDOT bridge design procedures. The Consultant shall be responsible for incorporating any changes or corrections generated from the independent QA review into the design documents. The quality and accuracy of the plans shall remain the responsibility of the Consultant. The Consultant shall make all necessary revisions and corrections resulting from errors and omissions on the part

of the Consultant without additional compensation. Acceptance of the work product by RTC shall not relieve the Consultant of the responsibility for subsequent correction of any such errors and the clarification of ambiguities. The Consultant shall be held responsible for additional costs in subsequent related construction resulting from errors and omissions, which are the result of carelessness or negligence.

- Provide technical support and coordination to successfully complete all permitting requirements
- Regular review meetings
- Provide 100% Design Plans, Specifications, and Engineer's Estimate
- Develop construction working day schedule
- Prepare, compile, and support RTC to generate final bid documents for Design-Bid-Build construction contractor procurement
- Support RTC with bid related services during pre-bid meeting and responses to questions during bidding

8.0 Engineering During Construction (EDC)

As the Engineer of Record, the Consultant shall provide EDC services as necessary for construction of the Project. EDC services include, but are not limited to the following:

- Construction Engineering Support. The successful consultant will respond to Contractor inquires through RTC requests. The consultant will prepare drawings and review change orders requested by the RTC. In addition, the successful consultant will make field visits, as necessary, to coordinate with the Construction Manger to answer questions regarding the ongoing construction activities.
- Construction Geotechnical Support. The successful consultant will periodically observe (up to 6 site visits) of excavations, observe soil conditions encountered during excavations and drilling, and exposed in retaining wall footing over excavation bottoms, observe subgrade preparation of the bridge approaches for conformance to the project Plans and Specifications. The successful consultant will respond to Request for Information items and prepare reports detailing site visits and other geotechnical services.
- Construction Staking. The Consultant shall provide construction staking as necessary for construction of the proposed improvements.
- Record Drawings. The Consultant will take the Resident Engineer's notes on the contract plans and change orders and prepare Record Drawings in digital and hard copy format for the project to be submitted to the RTC and City of Reno.



Attachment B
EVALUATION/SCORING SHEET

Project Name Sierra Street Bridge Replacement NEPA and Design

Proposer Name _____

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

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 1 - Description: Project Approach (A) Proposer's approach to managing and performing the project requirements within the scope of services outlined in Attachment "A", describe approach and innovations to successfully complete NEPA process, obtain necessary permits in a timely manner and complete design; (B) Provide a schedule and narrative for completion of the required scope of services outlined in Attachment "A", including major activities and key milestone dates and how approach will help successfully complete deliverables; (C) Proposer's communication plan with stakeholders and agencies to effectively coordinate work; (D) Proposed approach to public outreach and engagement.	35%	100					Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 1 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	
Factor 2 - Description: Project Team (A) Proposer's summary of the capabilities and past experience of each of its key team members assigned to this Project; for each key team member, identify past projects of similar scope and complexity in which they played a similar role; (B) Provide an organizational chart of the Project Team and the responsibilities of each team member, including subconsultants. Discuss the anticipated effectiveness of the team's proposed organization, coordination process, and experience working together; (C) Clearly demonstrate how Proposer's team is most capable for the Project and what differentiates their team; (D) Identify and demonstrate the appropriate availability needed of each key team member and how resources will efficiently meet Project goals through the duration of the Project.	30%	100					Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 2 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	
Factor 3 - Description: Past Performance Briefly describe up to 5 relevant projects completed by the Project Team and/or key team members by providing the following information for each relevant project: (A) Project owner and reference (include name, current phone number, and title/role during the project); (B) Description of the services provided by the Project Team on each project (identify if service was performed as prime consultant or subconsultant); (C) List the proposed team members that worked on each Past Performance project and their role on the project (provide name of firm that key staff worked at during Past Performance as applicable); (D) Dates the services were provided, if the services were provided within the original schedule and budget; (E) Describe challenges encountered on past performance projects and how they were resolved or mitigated; (F) Describe any notable successes and innovations provided by proposed team on Past Performance Projects.	25%	100					Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 3 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 4 - Description: Project Knowledge (A) Demonstrate the Proposer's knowledge of the Project's history, unique characteristics, local needs, and technical challenges associated with the project and project locale; (B) Proposer's knowledge of stakeholders and local agency requirements.	10%	100					<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 4 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	
TOTAL:	100%		0.0	0.0	0.0	0.0	

Name of Evaluator (print): _____

Employer: _____

Signature of Evaluator: _____

Date: _____

ATTACHMENT D
AFFIDAVIT OF NON-COLLUSION

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

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

Firm Name: _____

Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT E

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DBE GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by a Proposer in soliciting DBE firms to meet the DBE project goal. Please note that the project goal will not be waived and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified DBE, the Proposer must submit the form as follows:

- 1 available DBE – must contact 1 DBE
- 2-5 available DBEs – must contact 3 DBEs minimum
- 6-7 available DBEs – must contact 4 DBEs minimum
- 8-9 available DBEs – must contact 5 DBEs minimum
- 10 or more available DBEs – must contact 6 DBEs minimum

All information submitted on this form is subject to audit by the DBE Goal Committee

Date Submitted: _____

State Project Number: _____ Location: _____

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone Number: _____

Email Address: _____

Project Goal Percentage: _____

Commitment Percentage: _____

Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Proposer/Authorized Representative Signature: _____

Title: _____ Date: _____

DBE GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					

EXAMPLES OF GOOD FAITH EFFORT DOCUMENTATION

The following is a list of types of actions a Proposer should take when documenting good faith efforts. This list is not intended to be exclusive or exhaustive, nor are all the actions mandatory. Other factors or types of efforts may be relevant in appropriate cases.

SOLICITATION/ADVERTISEMENT EFFORTS – should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The Proposer should ensure that the requests are made within sufficient time to allow DBE firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

NEGOTIATION EFFORTS – should include your efforts to make a portion of the project work available consistent with the availability and capabilities of our DBE firms in order to facilitate DBE participation. You are encouraged to break out contract work items into smaller economically feasible subcontracts to ensure DBE participation. As a part of your negotiation you should make plans/specifications available to the DBE firms which have shown an interest in participating. When negotiating with DBE firms a contractor should use good business judgment by considering price and capability, as well as, project goals. A contractor is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany your good faith effort submittal which supports the price differential.

ASSISTANCE EFFORTS – should include your efforts to assist DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplied or other project related assistance. Contractors are encouraged to assist firms with independently securing/obtaining these resources. A contractor may not provide these resources to the DBE firm, except in certain instances where joint checks are permissible with DOTD's prior approval. The level of assistance should be limited to referral sources, introductions, and making initial contacts with industry representatives on the DBE firm's behalf.

ADDITIONAL EFFORTS – could include any additional efforts to utilize the services of minority/women organizations, groups; local, state and federal business offices which provide assistance in the recruitment and placement of DBE firms. Utilizing the services offered by the department's DBE supportive services consultant for assistance with advertisement and recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

CONTRACTOR/CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p>		
Local Agency DBE Officer certifies that all DBE certifications are valid and this form is complete and accurate.			
_____ 20. Local Agency Representative's Signature 21. Date			
_____ 22. Local Agency Representative's Name 23. Phone _____ 24. Local Agency Representative's Title			
_____ 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title			

DISTRIBUTION: Original – Included with contractor/consultant's proposal to local agency.

INSTRUCTIONS – CONTRACTOR/CONSULTANT PROPOSAL DBE COMMITMENT**CONTRACTOR/CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Contractor/Consultant's Name** - Enter the contractor/consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor/consultant is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number (Nevada DOT Certification Number). All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractor/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime contractor/consultant if the prime is a DBE.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed.
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor/consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the contractor/consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the contractor/consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the contractor/consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the contractor/consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or solicitation number.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number if applicable.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature (DBE Officer)** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor/Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor/consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the contractor/consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor/consultant's DBE commitment form.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Scott Gibson, Project Manager

RECOMMENDED ACTION

Approve a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2023 Preventive Maintenance project in an amount not to exceed \$927,490.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Lumos and Associates, Inc., is for professional design and engineering during construction services for the 2023 Preventive Maintenance project in the amount of \$927,490. The construction project will consist of pavement patching, crack sealing, and micro-surfacing of approximately two-hundred (200) lane miles of regional roads within Washoe County, Reno, and Sparks. Also included within the scope of work of this PSA are striping design services for road modifications to provide operational and safety improvements.

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

FISCAL IMPACT

Appropriations are included in the FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

10/15/2021 Approved 2022 Preventive Maintenance Program.

**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 Lumos & Associates, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC has selected Lumos & Associates, Inc. from the Civil Engineering Design & Construction Management shortlist to perform certain engineering, design, construction management, and quality assurance services in connection with the 2023 Preventive Maintenance Project (the “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 the 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 B. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

CONSULTANT shall provide only Nevada Alliance for Quality Transportation Construction (NAQTC) and/or American Concrete Institute (ACI) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a certified NAQTC or ACI (as applicable) tester and stamped, signed and dated by a Professional Engineer licensed in the State of Nevada.

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Design Services (Task 2.1.A)	\$73,780
Total Construction Services (Tasks 2.1.C to 2.1.H)	\$813,710
<u>Contingency</u>	<u>\$40,000</u>
Total Not-to-Exceed Amount	\$927,490

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

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

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

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the

process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.

B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

LUMOS & ASSOCIATES, INC.

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

Exhibit A

Scope of Services

EXHIBIT A
SCOPE OF SERVICES
FOR THE
2023 PREVENTIVE MAINTENANCE PROJECT

NON-CONSTRUCTION SERVICES

2.1.A.2 Investigate Existing Conditions

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

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

CONSTRUCTION SERVICES

2.1.E. Administration

Provide contract administration services as follows:

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

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

Provide survey and design services as follows:

- Mapping of the proposed streets which will include GPS of the roadway areas, patch locations, islands, striping, utility valves, and manholes.
- AutoCAD drawings of the proposed streets showing areas to be slurred including slurry limits, patch locations, pavement striping, and locations of existing utility valves and manholes. Electronic copies to be provided.
- Slurry and patch quantities for each street
- Verification of existing striping, including striping quantities for each street.
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Preparation of bid documents to be placed on the RTC eBid web site.
- Up to ten (10) external storage devices (thumb drives) to be provided with the complete set of slurry, patching, and striping maps.

2.1.F-2. Striping Modification and Design

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

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

2.1.G-1. Inspection - Patching

The following staffing shall be provided during asphalt patching placement:

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

2.1.G-2. Inspection – Crack Seal

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

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

2.1.G-3. Inspection – Slurry Seal

The following staffing shall be provided during slurry seal placement:

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

2.1.G-4. Inspection – Striping

The following staffing shall be provided during pavement striping placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for eighty-five (85) shifts, for a total of 850 hours for striping operations.

The inspectors will:

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

2.1.H. Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

- Provide Slurry Aggregate testing. Weekly aggregate testing will include: Sand Equivalent, Durability, and Sieve Analysis, including a 200 wash. A total of twenty (20) samples will be acquired and tested.
- Provide Slurry Emulsion testing. Partial emulsion testing will be completed in-house for Residue by Evaporation and Ring and Ball Softening Point as per the specified test method. Testing frequency shall be twenty (20) samples for the entire project.

- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability and Marshall unit weight. Six (6) – hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Eighteen (18) – asphalt cores are anticipated. Test reports will also include percent compaction.

2.1.I. Project Contingency

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

KEY PERSONNEL

The key personnel assigned to this project include the following:

- Principal in Charge – Steven G. Moon, P.E.
- Project Manager – Alex Greenblat, P.E.
- Construction Project Coordinator – Brian Harer
- Geotechnical Engineer – Mitch Burns, P.E., CEM
- Survey Project Manager – John Gomez, P.L.S.

Exhibit B

Project Schedule and Compensation

EXHIBIT B-1

ID	Task Name	Duration	Start	Finish	Sep	4th Quarter		Nov	Dec	1st Quarter		Feb	Mar	2nd Quarter		Apr	May	Jun	3rd Quarter		Jul	Aug	Sep
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep							
1	Consultant Agreement to RTC Board	1 day	Fri 11/18/22	Fri 11/18/22				■															
2	Project Kickoff	1 day	Tue 11/29/22	Tue 11/29/22				■															
3	Initial Evaluations	4 wks	Wed 11/30/22	Tue 12/27/22				■	■	■	■												
4	Survey/Layout/Design	8 wks	Tue 12/27/22	Mon 2/20/23					■	■	■	■	■										
5	Construction Documents (90%)	8 wks	Tue 1/3/23	Mon 2/27/23					■	■	■	■	■										
6	Agency Review	3 wks	Mon 2/27/23	Fri 3/17/23								■	■	■									
7	Construction Documents (100%)	2 wks	Mon 3/20/23	Fri 3/31/23									■	■									
8	Advertise (Tentative)	3 wks	Thu 4/6/23	Wed 4/26/23											■	■	■						
9	Open Bids (Tentative)	1 day	Thu 4/27/23	Thu 4/27/23												■							
10	Notice to Proceed (Tentative)	1 day	Mon 5/15/23	Mon 5/15/23													■						
11	Construction (Tentative)	100 days	Mon 5/15/23	Fri 9/29/23													■	■	■	■	■	■	■

Project: RTC 2023 PREVENTIVE MAINTENANCE PROJECT
Date: 11/3/2022

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

EXHIBIT "B-2"

**RTC OF WASHOE COUNTY
2023 Preventive Maintenance Project**

**JOB NO.: LA22.835
DATE: 11/3/2022**

BUDGET ESTIMATE

TASK	\$260 DIRECTOR	\$215 SR. PROJECT MANAGER	\$200 SURVEY PROJECT MANAGER	\$175 CONSTRUCTION SERVICES ENGINEER	\$150 STAFF SURVEYOR	\$125 ENGINEERING TECHNICIAN 2	\$135 SENIOR INSPECTOR	\$110 MATERIALS TECH 2	\$105 MATERIALS TECH 1	\$90 ADMINISTRATOR	TOTAL
2.1.A-2 Investigate Existing Conditions, 2024 P.M.	8.00	120.00	-	-	-	-	340.00	-	-	-	\$ 73,780.00
SUBTOTAL CE											\$ 73,780.00
2.1.E-I CONSTRUCTION SERVICES (150 Calendar Days)											
2.1.E Administration	10.00	180.00	-	-	-	80.00	-	-	-	80.00	\$ 58,500.00
2.1.F-1 Survey - Data Collection/Layout for 2023 P.M.	10.00	40.00	8.00	-	30.00	450.00	760.00	-	-	-	\$ 176,150.00
2.1.F-2 Survey - Striping Modification and Design											\$ 40,000.00
2.1.G-1 Inspection - Patching (45 W/D's @ 10 hrs/day) ⁽¹⁾	4.00	50.00	-	-	-	10.00	450.00	-	-	-	\$ 73,790.00
2.1.G-2 Inspection - Crack Seal Placement (55 W/D's @ 2hrs/day) ⁽²⁾	4.00	25.00	-	-	-	5.00	110.00	-	-	-	\$ 21,890.00
2.1.G-3 Inspection - Slurry Seal Placement (85 W/D's) ⁽³⁾	4.00	120.00	-	-	-	20.00	1,700.00	-	-	-	\$ 258,840.00
2.1.G-4 Inspection - Striping (85 W/D's) ⁽⁴⁾	4.00	120.00	-	-	-	20.00	850.00	-	-	-	\$ 144,090.00
2.1.H Testing				30.00				80.00			\$ 14,050.00
						Striping Plates	Slurry Agg Testing ⁽⁵⁾	Emulsion Testing ⁽⁵⁾	Marshall AC Testing ⁽⁵⁾	AC Coring ⁽⁵⁾	
Laboratory Testing \$						\$ 1,000.00	\$13,000.00	\$7,000.00	\$4,050.00	\$1,350.00	26,400.00
SUBTOTAL CM											813,710.00
2.1.I Project Contingency											\$ 40,000.00
GRAND TOTAL CE + CM											\$ 927,490.00

⁽¹⁾ Patching Inspection time based on one (1) inspector for 10 hours per day for 45 shifts of patching.

⁽²⁾ Crack Seal Inspection time based on one (1) inspector for 2 hours per day for 55 shifts of crack seal placement.

⁽³⁾ Slurry Inspection time based on two (2) inspectors, 10 hours per day for 85 shifts of Slurry.

⁽⁴⁾ Striping Inspection time based on one (1) inspector for 10 hours per day for 85 shifts of Striping placement.

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

⁽⁶⁾ Anticipated project budget as provided by RTC on October 20, 2022

Slurry Budget: \$ 7,500,000 ⁽⁶⁾
 CM Costs: 10.8% 11.8%
 Prelim/Design Costs: 1.0%



2023 PREVENTIVE MAINTENANCE MATERIAL TESTING

EXHIBIT "B-3" - Testing Fee Breakdown

Slurry Aggregates

Test	Unit Cost
Sand Equivalent	\$200.00
Durability	\$250.00
Sieve Analysis	\$200.00
	\$650.00
	per aggregate series
	(Total for 20 series)
	<u>\$13,000.00</u>

Emulsion Testing

Test	Unit Cost	# of Tests	Total
Residue Testing (in-house)	\$350.00	20	\$7,000.00
			<u>\$7,000.00</u>

Plantmix Testing

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

Engineering	Per Hour
Director	\$260
Group Manager	245
Senior Project Manager – Special Projects	245
Assistant / Project / Senior Project Manager	170/200/215
Staff / Project / Senior Hydrogeologist	175/185/190
Staff / Project / Senior Engineer	160/170/180
Assistant / Project / Senior Project Coordinator	125/150/160
Project / Senior Project Designer	135/145
Engineering Technician I / II	115/125
Support Technician	95
Construction	Per Hour
Director	\$260
Materials Engineering Manager	215
Assistant / Project / Senior Project Manager	170/200/215
Geotechnical Engineer	210
Construction Services Supervisor / Engineer	150/175
Assistant / Project / Senior Project Coordinator	125/150/160
Geotechnician	145
Inspector / Senior Inspector (includes nuclear gauge)	125/135
Engineering Technician I / II	115/125
Materials Technician I / II (includes nuclear gauge)	105/110
Surveying	Per Hour
Director	\$260
Group Manager	245
Assistant / Project / Senior Project Manager	170/200/215
Staff / Project / Senior Surveyor	150/165/175
Assistant / Project / Senior Project Coordinator	125/150/160
Photogrammetrist / Photogrammetry Manager	140/160
Surveying Technician I / II	115/125
Party Chief	165
Chain Person	80
Administrative & Other Services	Per Hour
Administrator	\$90
Clerical	80
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.75

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

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2022 until further notice.

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

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

15. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

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

RECOMMENDED ACTION

Approve Amendment No. 3 to the professional services agreement with Stantec Consulting Services, Inc., for final design and engineering during construction services on the Oddie/Wells Boulevard Project, in the amount of \$54,370, for a new total not-to-exceed amount of \$1,797,862.

BACKGROUND AND DISCUSSION

RTC entered into this agreement for Stantec Consulting Services, Inc. (Stantec) to provide final design and engineering during construction services on the Oddie/Wells Boulevard Project. Construction on the project began in Fall 2021. There have been unforeseen conditions and utility conflicts. Stantec has provided additional engineering during construction services above and beyond what was originally anticipated and budgeted for the early phases of construction. This amendment will provide \$54,370 of additional funds to pay for services provided under the agreement through December.

As amended, there will not be sufficient funds available under this agreement for the remaining engineering during construction services that are included in the agreement and that RTC anticipates will be required to complete the project. Those services include services related to the punch list/final walk through, record drawings, public outreach, potential construction modifications and other engineering during construction services. Construction on the project is scheduled to continue through Fall 2024. In order to complete the project, RTC will need to either further amend this agreement to provide additional funds for engineering during construction services, or contract with another consultant to provide those services. Staff is evaluating options.

This amendment will increase the total not-to-exceed amount of the agreement by \$54,370 for a new total not-to-exceed amount of \$1,797,862. The draft amendment is attached.

FISCAL IMPACT

Appropriations are included in the FY 2022 Program of Projects.

PREVIOUS BOARD ACTION

- 8/20/2021 Approved Amendment No. 2 of the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc.
- 5/21/2021 Approved the Professional Services Agreement (PSA) with Nichols Consulting Engineers, for Construction Management.
- 1/15/2021 Approved the Request For Proposals (RFP) for Construction Management Services.
- 12/18/2020 Approved Amendment No. 1 of the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc.
- 12/20/2019 Approved the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., for Final Design.
- 4/19/2019 Acknowledged receipt of project update.
- 4/20/2018 Approved the selection of Stantec Consulting Services, Inc., and a Professional Services Agreement (PSA) for Preliminary Engineering Design.
- 8/17/2017 Approved the Request For Proposals (RFP) for Preliminary.

AMENDMENT NO. 3

The Regional Transportation Commission of Washoe County (“RTC”) and Stantec Consulting Services, Inc. (“Consultant”) entered into an agreement dated March 20, 2020, as previously amended by Amendment No. 1 dated December 18, 2020, and Amendment No. 2 dated August 20, 2021 (the “Agreement”). This Amendment No. 3 is dated and effective as of November 23, 2022.

RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to perform final design of the Oddie/Wells Boulevard Project from I-80 westbound ramps in Reno to Pyramid Way in Sparks (the “Project”)

WHEREAS, there have been additional engineering during construction services above and beyond what was originally anticipated during the early phases of construction on the Project;

WHEREAS, the parties have determined that there is a need to amend the Agreement to increase the total-not-to-exceed amount of the Agreement by \$54,370.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. Section 3.2 shall be replaced in its entirety with the following:

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

<u>Total Services (Tasks A to H)</u>	<u>\$1,797,862</u>
Total	\$1,797,862

2. Exhibit B is replaced in its entirety with the version of Exhibit B attached hereto.
3. All other provisions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have made and executed this amendment.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

STANTEC CONSULTING SERVICES, INC.

By: _____
Brian Norris, PE, MBA, Senior Vice President

Exhibit B

Cost Proposal

Task*	Total
A – Project Management	\$33,816.25
B – Investigate Existing Conditions and Field Inventory	\$138,460.23
C – Final Design	\$882,764.25
D – Right-of-Way Services	\$145,535.18
E – Public Outreach	\$12,544.25
F – Bidding Services	\$9,540.80
G – Engineering During Construction	\$515,674.86
H – El Rancho Design Services	\$59,526.18
Total Services	\$1,797,862.00

*“Staff Classifications, Hours and Fees” can be found in Amendment No. 2 and will not change under Amendment No. 3.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Michael Dulude, Senior Technical Transit Operations Planner

RECOMMENDED ACTION

Approve the purchase of the CrewOpt Module for RTC’s HASTUS transit planning and scheduling application for an amount not to exceed \$122,455.

BACKGROUND AND DISCUSSION

RTC Public Transportation uses a transit planning and scheduling application known as HASTUS, a product offered by Giro, a Canadian based company. The RTC has used this application since 2002 for routinely planning and scheduling the public transit services provided. Due to the nature of this application, it is a sole source procurement.

The CrewOpt module for HASTUS provides an automated process for creating the necessary work pieces (run-cutting) the bus operators will perform from the vehicle schedule that is created. This module will also provide a more efficient process for creating the crew schedules from those pieces and provide a more efficient and effective process improving the crew bid system currently in use.

FISCAL IMPACT

This CrewOpt module is currently budgeted in the FY 2023 Public Transportation budget (\$126,000).

PREVIOUS BOARD ACTION

There has been no previous board action taken.



**PROPOSAL TO
REGIONAL TRANSPORTATION COMMISSION OF WASHOE
COUNTY (RTC)
FOR THE ADDITION OF CREWOPT AND CUSTOMIZATIONS TO
BID
OCTOBER 28, 2022**



This proposal is submitted in confidence and contains proprietary and confidential information of GIRO Inc./Le Groupe en Informatique et Recherche Opérationnelle, which may include trade secrets, scientific information, financial information, technical information, commercial information, and labour relations information. The content of this proposal shall not be disclosed to any other party and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal.

1.	Introduction	1-1
2.	Work and services	2-1
3.	Project planning	3-2
4.	License adjustment	4-2
5.	Maintenance and support	5-2
6.	Cost summary	6-3
6.1	Adding CrewOpt module	6-3
6.2	Bid customizations	6-3
	RTC has elected to use their maintenance bank days for the Bid customizations.	6-3
7.	Conditions	7-4

1. Introduction

GIRO Inc. is pleased to submit to the Regional Transportation Commission of Washoe County (RTC) the following proposal for the addition of the CrewOpt module to RTC's HASTUS 2022 installation and customizations to your Bid 2022 module.

This additional module is summarized as follows:

- **CrewOpt** automated runcutter to produce efficient operator workdays to cover vehicle schedules.

CrewOpt is seamlessly integrated with other HASTUS modules.

This proposal assumes that the CrewOpt module will be added to RTC's HASTUS version 2022 installation.

2. Work and services

The work and services in this proposal pertain to the implementation of the standard CrewOpt module without site-specific customization. To assess the extent of services required, we considered the following elements:

- Project management: work required by the project manager to organize and supervise the project team and prepare status reports as required.
- Specifications defining precisely how the CrewOpt and Bid module will be configured.
- Configuration to initialize relevant variables and rules.
- Configuration will be done for one collective bargaining agreement.
- The following customizations will be added to RTC's existing Bid module:
 - Holiday assignments
 - Day off quota range(s)
 - Bid validations
 - Creating the weekly packet
 - AM and PM Pull Out sheet
 - Location sign-in sheet
 - Bid employee choice report
 - Full-time operator interface
- If additional customizations are required, they will be at an additional cost.
- Testing prior to delivery where configured features are tested using a representative set of RTC data.
- Training sessions where your staff will be taught the functionalities and features of the CrewOpt module. The proposed training applies to a group of up to 8 people maximum and will use a hands-on, train-the-trainer approach. This proposal also includes training preparation time.
- Implementation support: time GIRO staff will devote to answering questions regarding functionalities and showing your team how to use CrewOpt effectively in your context.

3. Project planning

Work would start in Montréal approximately 6 to 8 weeks after receiving your formal approval with the signed amended HASTUS license. It is estimated that approximately 3 to 6 months will be required to complete the CrewOpt addition project after formal approval is received and assuming staff availability on both sides.

It is estimated that approximately 2 to 4 months will be required to complete the Bid customizations after formal approval is received and assuming staff availability on both sides.

4. License adjustment

The CrewOpt module is subject to a software license fee. The license fee calculation is based on the number of peak vehicles. License costs quoted in this proposal apply to a peak vehicle entitlement of 70, as defined in the RTC's HASTUS license. The applicable license fees are outlined in the table below.

The maximum number of HASTUS users or concurrent sessions has no impact on HASTUS license fees. Note that there are no licensing fees levied by GIRO for sharing data between the HASTUS application or database and external systems or applications (CAD/AVL, Google Transit® GTFS, etc.). In the event RTC pursues the GIRO Cloud Hosting Services, additional charges may occur to accommodate more users.

5. Maintenance and support

The Maintenance and Support Contract cost will be revised at the end of the warranty period to reflect the updated HASTUS installation.

The estimated yearly cost of maintenance and support attributable to the CrewOpt module for 2022 is shown in the table below.

The exact cost will be calculated when the end date of the 3-month warranty period is known. CrewOpt maintenance and support will start at the end of the warranty period. The annual maintenance and support costs include software-version upgrades performed at no additional licensing costs.

6. Cost summary

6.1 Adding CrewOpt module

The costs outlined below include license, expenses, and associated services to bring the CrewOpt module into production at RTC.

DESCRIPTION	CREWOPT
License (70 peak vehicles)	\$ 55,200
Services and expenses	\$ 67,255
Total	\$ 122,455
Annual support and maintenance (Year 2023)	\$ 20,960

Table 1 - Cost for CrewOpt addition (year 2022).

Pricing includes a three-month warranty on CrewOpt. Expenses include airfare, transportation, hotel, meals, and incidentals for the training visit.

6.2 Bid customizations

The costs outlined below are for customizing RTC's current Bid 2022 module. RTC has elected to use their maintenance bank days for the Bid customizations.

DESCRIPTION	COSTS	DAYS
Services and expenses	\$ 32,770	19 days

Table 2 - Cost for Bid 2022 customizations at RTC.

7. Conditions

1. This is a fixed-cost proposal in US dollars. All prices quoted herein are exclusive of any taxes that may apply. Calculating and remitting any applicable taxes would be the responsibility of RTC.
2. Costs are based on 2023 pricing and are valid until January 27, 2023.
3. Your current HASTUS license would be amended to reflect the CrewOpt module addition. It is assumed that the number of peak vehicles would not exceed 70 as currently authorized by your license. If you wish to proceed with an increase in the number of peak vehicles, please contact GIRO.
4. A single acceptance milestone is planned for CrewOpt. Unless stipulated otherwise in the contract, acceptance is reached when RTC provides acceptance confirmation or no later than fourteen (14) days following work completion and configured software delivery, whichever occurs first. In addition, the software is deemed accepted once used in an operational or "production" context.
5. Any required hardware or system-software upgrades, such as Windows® and Oracle®/Microsoft SQL Server® is not included. Please refer to the attached document for the recommended system requirements for HASTUS 2022 software based on your installation. The intended hardware configuration will be reviewed as part of the project and must be validated by GIRO.
6. Travel expenses, for one person, are estimated at \$1,150 per trip and \$300 per day. GIRO reserves the right to review expense fees considering changing market conditions. GIRO shall provide justification to RTC for any such price adjustment.
7. As of October 27, 2022, RTC has 27 days available in your bank of maintenance days. They can be used to pay in whole or in part for the service days required for the addition of module(s).
8. The proposed payment milestones for the module addition are outlined below.

ITEM	PAYMENT PERCENTAGE
Contract signature	100% of the license fees
Delivery of base CrewOpt software	30% total of services and expenses
Delivery of customized Bid module	30% total of services and expenses
Completion of training	30% total of services and expenses
Module acceptance	10% total of services and expenses

Table 3 - Proposed payment milestones – CrewOpt module addition and customizations to Bid.

9. RTC will use HASTUS standard reports and interfaces.
10. No technical training on user-defined report creation and interface creation is included.
11. If Private Operators have access to HASTUS, RTC will be responsible to manage the Private Operator's security access in HASTUS. RTC will remain the sole point of contact with GIRO.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve the following contracts with Air Products and Chemicals, Inc., to implement the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project:

(1) Sale of Equipment Contract to build the hydrogen fueling station to refuel hydrogen fuel cell buses at RTC's 1301 East 6th Street facility in an amount not to exceed \$4,945,000;

(2) Maintenance Service Agreement to provide routine maintenance services at no cost with respect to the equipment; and

(3) Hydrogen Supply Agreement to purchase gaseous hydrogen for RTC activities with respect to hydrogen fueling at 1301 East Sixth Street for 60 months at a rate of \$4,500 per month not to exceed \$270,000.

BACKGROUND AND DISCUSSION

Based on RTC's FY 2021 Low or No Emission Bus Program grant awarded by the Federal Transit Administration (FTA), this is a sole source procurement for these services for the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project. With Board approval of the recommendation to award to Air Products and Chemicals, Inc., RTC plans to begin work on the project December 2022, with project completion scheduled for late 2023.

FISCAL IMPACT

Funding for this project in the amount of \$4,945,000 is made possible through the FY 2021 Low or No Emission Bus Program (5339(c)) Grant, and \$270,000 in Operating funding is included in the FY 2023 Board approved budget.

PREVIOUS BOARD ACTION

3/18/2022 Approved a contract with Krueger Transport, LLC, to provide a consultant study for the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project in an amount not-to-exceed \$180,000.

Sale of Equipment Contract



Date: INSERT DATE

Seller: Air Products and Chemicals, Inc., whose address is 1940 Air Products Boulevard, Allentown, PA 18106-5500,

Buyer: REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, whose address is 1105 Terminal Way Suite 211, Reno, NV 89502

This Contract incorporates and is governed by the terms and conditions in the attachments hereto.

Buyer hereby agrees to purchase from Seller, and Seller agrees to supply to Buyer, certain equipment and materials ("Equipment") in accordance with the following:

NEW EQUIPMENT DESCRIPTION:	UNIT PRICE	TOTAL PRICE
	\$	\$
Listed in Attachment 1	_____	1,919,716
_____	_____	_____

SERVICES/OTHER SCOPE DESCRIPTION:	UNIT PRICE	TOTAL PRICE
	\$	\$
Listed in Attachment 1	_____	3,025,284

TOTAL CONTRACT PRICE: \$4,945,000

PAYMENT TERMS: All payments are due within 30 days of the date of the invoice. The Total Contract Price shall be invoiced as follows: , 80% upon delivery of Equipment and 20% upon commissioning of the Equipment. Buyer's Tax Exemption Certificate Number is: Not Used

SCHEDULE: Equipment will be ready to ship from Seller's facility approximately 55 weeks after this Contract is fully executed .

DELIVERY:

- Seller will deliver Equipment FCA Seller's facility. Seller will arrange for a carrier at Buyer's cost and risk, pre-paying and invoicing Buyer for the freight.
- Total Price includes Seller's delivery of the Equipment DAP Buyer's site at 1301 East 6th Street Reno, NV.

INSTALLATION: The parties' respective Equipment installation responsibilities and other scope obligations are set forth in the attachments hereto.

EXPIRATION: The price and terms in this Contract will expire unless accepted in writing by 1/1/2023.

GENERAL PROVISIONS: This Contract includes the following attachment(s): 1 "Proposal and Technical Description for RTC Hydrogen Refueling Station.", 2 "Additional Intellectual Property Provision related to Sale of CHC Equipment" and 3 "Federal Clauses". This Contract is subject to acceptance by a duly authorized representative of Seller. This Contract cannot be revised or amended unless stated in writing and signed by authorized representatives of each party. Any purchase orders or acknowledgements used by Buyer, even if referenced herein or attached hereto, shall be deemed intended for record purposes only and shall not add to or modify this Contract.

FEDERAL CLAUSES: This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, Air Products agrees to comply with the federally required clauses set forth in Attachment 3 hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, by their duly authorized representatives, as of the day first above written, intending hereby to be legally bound.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

COMPANY NAME

By: _____

TITLE

DATE

Submitted by: John Chimenti
AIR PRODUCTS AND CHEMICALS, INC.

By: _____

TITLE

DATE

SALE OF EQUIPMENT TERMS AND CONDITIONS

1. **ADJUSTMENT IN CONTRACT PRICE:** If Seller is required by Buyer to make any changes, deductions, or additions to the Equipment, the parties hereto shall immediately enter into negotiations to determine the amount by which the unit price for the Equipment shall be adjusted due to such changes, deductions or additions, and this adjustment shall be incorporated in a written supplement to this Agreement. Buyer understands that the pricing set forth in this Agreement and its Riders was determined based on applicable laws, statutes, rules, orders and regulations, including duties, tariffs, or other import or export charges (all of the foregoing, collectively, "Applicable Laws"), in existence and as applied, interpreted, and enforced at the time that Seller proposed such pricing to Buyer. The parties specifically agree that Applicable Laws shall include any new codes, directives, regulations, guidelines or standards, including any new fuel standards, impacting shipping pricing, including any of the foregoing from the International Maritime Organization, or otherwise. Buyer agrees that, in the event of any change in Applicable Laws following the date of Seller's proposed pricing to Buyer, including the promulgation of any new Applicable Laws or a change in the application, interpretation, or enforcement of any Applicable Laws, and specifically including in the event that any new duties, tariffs, or other import or export charges are imposed on any Equipment (in whole or in part) related to this Agreement, Seller may invoice Buyer and Buyer shall reimburse Seller for any additional charges as a result of such change.

2. **TECHNICAL SERVICE:** Should Buyer deem it necessary that Seller provide technical consultation, advice, instruction, or service relating to operation of the Equipment at the site of the Equipment during the applicable warranty period (hereinafter referred to as "Technical Service"), Buyer shall so advise Seller in writing. Seller will use then current Service Plus Rates (which can be found at <http://www.airproducts.com/serviceplus>) unless such Technical Service is specifically included in the price of the contract.

3. **EQUIPMENT WARRANTIES:** Seller warrants the Equipment to be free from defects in material and workmanship at the time of shipment from Seller's facility and for a period of one (1) year thereafter for new Equipment and for a period of ninety (90) days thereafter for reconditioned Equipment, under proper and normal use and service. If, during such period, any part of such Equipment is found to have been defective or damaged at the time it was shipped, it will be repaired or replaced by a similar part EXW point of shipment provided that Buyer gives Seller immediate written notice upon the discovery of any defective or damaged items, whereupon Seller shall have the option of requiring the return of the defective material to establish the claim.

4. **A. LIMITATION OF REMEDIES: NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITATION OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE TREATED OR CONSIDERED AS A PART HEREOF EXCEPT AS THEY ARE SET FORTH IN ARTICLE 2 AND IN THE EQUIPMENT DESCRIPTION ON THE FACE HEREOF, AND EXCEPT FOR THE IMPLIED WARRANTIES OF GOOD TITLE AND RIGHT TO TRANSFER FREE OF ENCUMBRANCES.**

B. THE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS, AS AFORESAID, SHALL BE BUYER'S ONLY REMEDY FOR BREACH OF THE WARRANTIES OF SELLER. NO ALLOWANCE WILL BE MADE FOR REPAIRS OR ALTERATIONS MADE WITHOUT THE WRITTEN CONSENT OF SELLER, IN WHICH EVENT ALL SELLER'S WARRANTIES HEREUNDER SHALL BE VOID AND OF NO EFFECT. BUYER AGREES TO ASSUME RESPONSIBILITY AND PAY FOR SUCH DEFECTS WHICH ARE ATTRIBUTABLE TO IT AND FOR DAMAGES WHICH MAY OCCUR TO THE EQUIPMENT AFTER DELIVERY OF IT.

C. SELLER SHALL NOT BE LIABLE IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM DAMAGE TO OR LOSS OF PRODUCT PROCESSED BY THE EQUIPMENT, OR FOR ANY DAMAGES ARISING FROM THE NORMAL USE OR THE MISUSE OF THE EQUIPMENT, OR FROM ANY DAMAGES ARISING FROM OR RELATED TO TECHNICAL SERVICE OR OTHER SERVICES PROVIDED BY SELLER, NOR SHALL SELLER'S LIABILITY IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE UNIT OF EQUIPMENT OR SERVICE WITH RESPECT TO WHICH A CLAIM IS MADE.

5. **PATENTS:** Seller agrees that it will, at its own expense and to the extent hereinafter stated, defend and hold Buyer free and harmless in any suit or proceeding insofar as the same is based on a claim that the Equipment furnished hereunder constitutes an infringement of any existing U.S. patent, provided Buyer gives Seller prompt notice of such suit or proceeding, permits Seller through its counsel to defend the same, and gives Seller all necessary information, assistance and authority to enable Seller so to do. In case said Equipment is in such suit held to constitute infringement and the use of said Equipment is enjoined, Seller shall, at its own expense and at its option, either procure for Buyer the right to continue using said Equipment; or replace the same with non-infringing equipment or modify it so it becomes non-infringing; or remove said Equipment and refund the purchase price made by Buyer. The foregoing states the entire liability of Seller for patent infringement and such entire liability shall in no event exceed the purchase price made on the Equipment furnished hereunder, nor shall such liability include consequential damages of any kind including but not limited to those based upon loss of Buyer's product. The provisions of this paragraph shall not apply to any equipment specified by Buyer or manufactured to Buyer's design, nor shall it apply to systems or combinations in which Buyer incorporates Equipment furnished hereunder. As to such equipment, combinations or systems, Seller assumes no liability whatsoever for patent infringement.

6. **FORCE MAJEURE:** Any delay in or failure of performance (other than payment of money) by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if, and to the extent, caused by acts of governmental authority, acts of God, delays of subcontractors, strikes or other concerted acts of workers, fires, floods, explosions, riots, wars or armed conflict, declared or undeclared, rebellion and sabotage, and all other occurrences of a similar or dissimilar nature beyond the control of the party affected.

7. **TAXES, LIENS:** The price for the Equipment does not include any excise, sales, privilege, or use tax or taxes which are payable by Seller in connection with the sale or delivery of the Equipment and Buyer shall reimburse Seller for any such tax or taxes where applicable. Buyer agrees to keep the Equipment free of all taxes, liens, or other charges after delivery of it and until such time as the total sales price is fully paid and accepted by Seller.

8. **TITLE:** Title to the Equipment, including all accessories, other equipment and parts now or hereinafter attached or substituted, shall not pass to Buyer, and Seller shall have a security interest in the Equipment, until all unpaid sums are fully paid in cash.

9. **INSURANCE:** Until the total sales price balance of the Equipment is paid and accepted by Seller, Buyer agrees with Seller to obtain and keep in full force and effect, a policy or policies of Commercial General Liability Insurance with minimum combined single limit per occurrence of \$1,000,000 with Seller added as an insured with respect to claims arising from the use or possession of the Equipment by Buyer. Certificates evidencing such insurance shall be made available to Seller upon demand at time of shipment of the Equipment, said certificate to provide for thirty (30) days' advance notice to Seller in the event of modification or cancellation. Buyer will maintain the Equipment in good repair and be responsible to Seller for any loss or damage thereto. Buyer will keep the Equipment insured by a policy or policies of insurance, such form and coverage to avoid any loss to Seller for any causes. Buyer hereby requests all insurance carriers involved to pay all insurance claims, including premium refunds, directly to Seller and appoints Seller attorney-in-fact to collect the same on behalf of the Buyer.

10. **DEFAULT:** In the event of any default in making any installment payment, or in the performance of any of the provisions hereof, or if any attachment or execution is made or levied upon the Equipment, or if a petition in bankruptcy or insolvency, or for the appointment of a receiver or liquidator or trustee shall be filed by or against Buyer or any of Buyer's property or Buyer makes any assignment for the benefit of creditors, or if a petition or other proceeding shall be filed by or against Buyer for reorganization, compromise, adjustment or other relief under laws relating to the relief of debtors, all remaining installments may be declared by Seller immediately due and payable, and in the event of nonpayment, Buyer agrees on demand to deliver the Equipment to Seller, and Seller may, without notice of demand and without legal process, enter the premises of Buyer and retake possession of the Equipment on such premises, or wherever found.

11. **REMEDIES:** In the event of any default by Buyer, Seller may pursue any legal remedy available to collect all sums owing thereto, to enforce its title in and right to possession of the Equipment, and to enforce any and all other rights and remedies available to it, and no such action shall act as a waiver of any other right or remedy of Seller under the terms hereof, or the law.

12. **SALE:** Seller, upon obtaining possession of the Equipment upon default, may cause the same or any part thereof to be sold at private or public sale either with or without having the Equipment at the place of sale, and so far as may be lawful, Seller may be a purchaser at such sale. The net proceeds of such sale, after deducting all expenses of Seller in retaking, storing, repairing and selling the Equipment, including reasonable attorneys' fees, shall be credited against the total amount owing to Seller from Buyer in accordance with the terms of this Agreement, and any surplus shall be paid to Buyer or the person legally entitled thereto; and in the event of a deficiency, Buyer will pay the same to Seller.

13. **RELOCATION:** Buyer agrees to notify Seller of any change of location of the said Equipment.

14. **CONFLICTING TERMS:** Unless accepted in writing by a duly authorized representative of Seller, any other terms or conditions, whether in the form of a purchase order, acknowledgment, confirmation or otherwise, which purport to add to, modify, supersede or otherwise alter the terms and conditions contained herein, shall not be binding on Seller nor have the effect, in construing the Agreement between Buyer and Seller, of canceling or otherwise leaving open any terms or conditions herein set forth. Any purchase orders or acknowledgments used by Buyer shall be deemed intended for record purposes only and shall not add to or modify this Agreement. The commencement by Seller of any work relating to supply of the Equipment shall not be construed as Seller's acceptance of any additions to, modifications, or alterations of, the terms and conditions set forth herein.

15. **WAIVER:** A waiver on the part of Seller of any term, provision or condition of this Agreement shall not constitute a precedent nor bind Seller hereto to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.

16. **INTERPRETATION:** This Agreement and all documents incorporated herein by reference constitute the entire Agreement and supersede all previous agreements and understandings, whether oral or written, relating to the subject matter hereof between Seller and Buyer. To the extent that any of the exhibits, specifications or attachments hereto may conflict with the terms, provisions and conditions of this Agreement, the terms, provisions and conditions of this Agreement shall prevail. This Agreement shall be governed by and shall be construed according to the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of laws provisions.

17. **DISPUTE RESOLUTION:** Any dispute between the parties relating to this Agreement which cannot be resolved with reasonable promptness shall be referred to each party's senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of 60 days from the date of referral to such senior managers; provided however, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damage to such party.

18. **FINANCING STATEMENTS:** At the request of Seller, Buyer agrees to join with Seller in executing one or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Seller to evidence Seller's security agreement in the Equipment.

19. **GENERAL PROVISIONS:** This Agreement shall not be assignable by either party without the written consent of the other hereto, except that it may be assigned without such consent by the Seller to any successor or affiliate of the Seller or to a person, firm or corporation acquiring all or substantially all of the business and assets of Seller. No assignment shall be valid until and unless this Agreement shall have been assumed by the assignee. Notwithstanding the foregoing, Seller may assign this Agreement to a wholly-owned subsidiary of Seller without the consent of Buyer provided that it complies with the Federal Transit Administration clauses referenced in Attachment 3.

20. Buyer acknowledges that products, software, and technical information (including, but not limited to, Service, technical assistance and training) provided under this Agreement may be subject to export laws and regulations of the United States of America and other countries, and any use or transfer of the products, software, and technical information must be in compliance with all applicable regulations. Buyer will not use, distribute, transfer, or transmit the products, software or technical information (even if incorporated into other products) except in compliance with all applicable export regulations. If requested Buyer also agrees to sign written assurances (e.g. End User Declaration) and other export-related documents as may be required to comply with all applicable export regulations.

SAMPLE

Attachment 1: PROPOSAL and TECHNICAL DESCRIPTION

**for
RTC
Hydrogen Fueling Station**

Submitted to:
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY (“RTC”)

Submitted by:
Air Products

SAMPLE

1 Overview

This document conveys the scope of supply for the Reno, NV fueling station that Air Products (AP) proposes to Regional Transit (Customer). All proposals are based on AP specifications. Items identified as (optional) are available at additional price.

The financials are based on the following volume forecast and a 10 year term:

Start is 2024	CY24	CY26	CY31
Kgs/d	50	175	475

Pricing for the Sale of Equipment Scope of work (one time capital expense) is \$4,945,000. This is a firm fixed priced contract. Notes:

Capital Expense: The capital expense is the sale of the equipment listed in Section 2 as “Transferred Equipment” and the scope of work listed in Sections 5, 7 and 8. The breakdown is as follows:

Air Products Engineering/Technician Labor	\$ 547,801
Compression/Storage/Dispensing/Vaporizers/Cooling	\$ 1,387,496
Miscellaneous Material/Consumables/LSS	\$ 458,546
Contractor	\$ 2,123,374
Spare Parts	\$ 73,674
Rigging/Setting	\$ 123,078
Freight	\$ 166,750
Travel and Living	\$ 64,281
Total	\$ 4,945,000

Schedule:

Activity	Time
Total Time from Contract Agreement to Startup	16 months
Support Permit Application	7 months
Equipment Procurement	13 months
On Site Construction	2 months (some overlap with equipment procurement)
Start Up and Commissioning	1 month

2 Major Equipment Sold to RTC

Air Products equipment scope of supply is the following:

Quantity	Description
----------	-------------

One hydrogen fuel station with integrated control system, consisting of:

- | | |
|---|--|
| 2 | Cryogenic hydrogen compressor system (“CHC Equipment”) |
| 6 | Gaseous high pressure hydrogen storage vessels |
| 1 | Standalone cascade panel |
| 1 | Automated H35 (35 MPag) gaseous hydrogen dispenser |
| 1 | High pressure heat exchanger and refrigeration unit |
| 2 | Ambient air process vaporizer(s) |
| 1 | Ambient air economizer vaporizer(s) |
| 1 | Tank telemetry remote monitoring system |

Note: Air Products is providing the liquid tank and tank vaporizer under the Hydrogen Supply Agreement.

3 Equipment Capabilities

Air Products will design the equipment within their scope of supply to the following specifications and standard:

3.1 Hydrogen Demand*

Design daily usage:	Up to 125 kg/day nominal
Design fill quantity:	25 kg per fill (assumed average)
Fill protocols supported (communication & non-communication):	SAE J2601/2
Type of vehicle filled:	H2 fuel cell buses
Temperature control of hydrogen gas:	H35 chilled
Number of fills/hour:	5x 25kg fills/hour per H35 bus dispenser

*specifications assume the definition of “equipment” includes the equipment under the Sale of Equipment Agreement as well as the Hydrogen Supply Agreement.

3.2 Not Used

3.3 Hydrogen Compression

35 MPa (350 bar)

Type of compressor:	Cryogenic, Single/Dual Phase, Reciprocating
Quantity of compressor:	Two (2)
Suction pressure:	80 to 135 psig (.6-.9 MPag)
Discharge pressure:	7,000 psig (48 MPag)
Flow at supply pressure:	3.5 to 4.2 kg/min; up to 250 kg/hour at 100% liquid suction
Drive:	Electric, 125 HP (93 kW)

3.4 Hydrogen Storage

35 MPa (350 bar)

Type:	Gaseous vessels, type 1
Quantity:	Six (6)
Operating pressure:	Nominally 7,000 psig (48 MPag)
Maximum allowable working pressure (MAWP):	8,000 psig (55 MPag)
Total storage at operating pressure:	Nominally 20 kilograms each
Tube volume (each):	24 ft ³ water volume (680 liters) nominal
Assembly:	assembled in a steel box frame
Seismic bracing:	Standard assembly includes the lateral loads required for a location with an Ss of 1.5 min, S1 value of 0.6 min, Site Class D, and Hazardous service
Material of construction:	SA 372, grade J, class 70 vessel material
Design compliance:	ASME boiler and pressure vessel code, section VIII, Appendix 22

3.5 Hydrogen Dispensing and Vehicle Interface

Dispenser type:	Standalone H35 (35 MPag)
Number of hose(s) and supply pressure per dispenser:	One at 35 MPag
Quantity of dispenser:	One (1)
Maximum linear footage of supply tubing from storage:	80' per dispenser
Enclosure:	Piping connection entry available from top or bottom, maintenance access doors located on sides
Branding:	AP branding
User interface:	Seimens OCS, panel- side Electronic display accessible with PIN (personal identification number) or customer-supplied access system
Third party certification:	UL (electrical components only)
Components included:	<ul style="list-style-type: none"> • H35 nozzle, compliant with SAE J2600 • Hose • Breakaway • 3/8" piping • Vibration switch • Relief valve • Estop • 120 volt • (1) 6" diagonal color touch screen • H2 flow meter (Coriolis type meter with +/-0.5% test stand accuracy and +/-5% batch accuracy in field experience)
Optional components (not included):	<ul style="list-style-type: none"> • Additional programming including set-up screen
Fill protocols supported (communication & non-communication):	SAE J2601/2 OEM specific (optional) Customer specific if requested (optional)
Pressure rating:	Mechanical components rated to 103 MPag. H35 dispensing hose rated to 52 MPag using a 6:1 safety factor.
Grounding provisions:	Grounding included through conductive hose nozzle, however, vehicles should be grounded via tires and concrete foundation (steel reinforced concrete).
Filters:	One 5- μ m filter upstream of the fueling nozzle
Display:	HMI, Total sale and accumulated total kilograms are displayed
Temperature control (chilling) of hydrogen gas:	H35-chilled

3.6 Controls

The fueling station includes an integrated control system with the following features:

- All control valves fail in the safe direction (closed) after loss of utility power or instrument supply.

- Hose overpressure detection with automatic shutoff and alarm.
- Hose leak detection with automatic shutoff and alarm.
- Local (on dispenser) and remote emergency stop switches (red palm buttons or equivalent) that can be operated by the vehicle driver or others to stop the filling process.
- Critical alarms are hard wired in addition to being connected through the PLC.
- Automatic restart of the compressor will not occur after abnormal, or "alarm condition" shut down to ensure safety of onsite personnel.
- Battery back-up for PLC memory protection.
- Telemetry (DOL system): LHy tank, customer access through MyAirProducts (SM)
- Data collection/archiving via monthly reports: optional

3.7 Codes & Standards

The equipment provided by Air Products will be designed incorporating the latest edition of the following codes (where applicable) as of the date of this document:

- ASME boiler and pressure vessel code section VIII, appendix 22
- ASME B31.3 process piping code
- NFPA 70 national electric code
- NFPA 496 purged enclosures
- NFPA 497M classification of gases, vapors, dusts for electrical equipment in hazardous (classified) locations
- NFPA 2 hydrogen technologies code
- SAE J2600 (compressed hydrogen surface vehicle fueling connection devices)
- Station does not exceed SAE standards for buses (meets the requirements of J2601/2)
- SAE J2601/2 (heavy duty vehicle fueling protocol)
- SAE J2799 (FCEV to hydrogen station communication)

3.8 Aesthetics

The fueling station includes the following aesthetic features:

- The compressor skid will have no cladding and will be painted white per AP specifications.
- Unless otherwise specified, the standalone dispenser enclosure will be painted to AP's specifications.
- The storage vessels will not include cladding, will be open on all sides, and will be painted white per AP's specifications.
- Branding: standard AP decals and nameplate on dispenser enclosure.
- Canopy/walls: none

3.9 Shop Inspection

AP will perform a functional shop inspection of the fueling system that includes the following:

- Pressure/leak test using helium/nitrogen by pressurizing the system to 1.1x the maximum allowable working pressure and checking that the system holds the pressure for 10 minutes without decay.
- Soap check the mechanical components at various pressure level(s).
- Loop check of all electrical systems.
- Optional customer inspection available for additional fee.

4 Utilities

The fueling station requires the following utilities, which must be provided by Customer:

Description	Usage	Tie-Ins
Dedicated electrical feed (if dedicated power is not available, provide lockable electrical disconnect at the power supply stub-up location for safe maintenance of the utility.)	480 volt, 3 phase, 60 hertz, 96 amps for CHC (other voltages available at additional pricing)	Compressor skid
One dedicated, voice quality, analog phone service – only if cellular service is not sufficient	Line must be provided that can transmit and receive calls 24 hours per day without the use of a manual switchboard	Telemetry unit or credit card reader
Instrument compressed gas- CDA or N2 (dew point spec - 40F), with safety relief valve @125psig and back flow prevention via dual check valves	6.8 scfm or 100-150 scfh continuous @ 100 psig (~10 scf/month total for estop actuation)	Fill Control Manifold
Dedicated Electrical	480Volt, 3 phase, 60 Hertz, 30 amps (can be included in main 480V supply)	Liquid Hydrogen Tank
Dedicated Electrical	208Volt, 3 phase, 60 Hertz, 100 amp	Refrigeration unit
Dedicated Electrical	120Volt, 3 phase, 60 Hertz, 15 amp	Each dispenser

5 Deliverables and Design Services

This section lists the complete scope of documentation deliverables and design services that AP will provide to Customer for the equipment items within Air Products' scope of supply.

5.1 General Design

Description	AP	Customer
Site evaluation	X	
Equipment layout <ul style="list-style-type: none"> Classified areas will be identified Distance criteria will be identified 	X	
Process and instrument diagram (P&ID)	X	
Project schedule	X – equipment supply	X- overall project schedule
Equipment arrangements: <ul style="list-style-type: none"> Dimensional outline drawings with total weight Stub-up and tie-in points will be identified Operation/maintenance access requirements will be identified 	X	
Design safety assessment (i.e. HAZOP) per AP's standards and procedures (internal deliverable not provided to Customer)	X	
Design safety assessment per customer's standards and procedures	X- Participate (one project engineer will attend one session- attended remotely)	X - Lead
Emergency response plan	X- Provide general plan (not site specific)	X-Prepare site specific plan
Utility summary	X	
Factory acceptance test (FAT) procedure(s) and report(s)	X	
Operational readiness inspection (ORI) procedure(s)	X	
Material test reports (as applicable)	X	
Equipment manual(s)	X	

5.2 Civil/Structural

Description	AP	Customer
Site plot plan	X	
Soils analysis	X	
Site preparation design	X – if applicable	
Storm water drainage piping design	X	
Underground gravity drain piping design	X	
Landscaping		X – if applicable
Access roads and paving design		X – if applicable
Equipment drawings showing anchor bolt locations	X	
Detailed foundation design and drawings (designed to local conditions and codes)	X	
Buildings design		X – if applicable
Grout	X	

5.3 Piping Design

Description	AP	Customer
Piping specifications for interconnecting field piping	X	
Aboveground piping point to point drawing and line list	X	
Underground piping point to point drawing and line list	X	
Detailed piping design for field piping (isometric or other)	X	
Insulation schedule based on AP insulation specifications	X	
Pressure test system	X	
Pressure test log	X	

5.4 Instrumentation and Electrical Design

Description	AP	Customer
Electrical load list	X	
Panel schematics	X	
Electrical single line for power distribution		X
Certificates for electrical components as required	X	
Control shutdown table indicating which safety systems are hardwired and which are software	X	
Specifications and sizing for interconnecting wire, cable, and conduit	X	
Conduit point to point drawing	X	
Detailed conduit design	X	
Grounding design drawing per AP's specifications: <ul style="list-style-type: none"> Provide a 2/0 ground wire with 15' pigtail for grounding of equipment. Provide 3/4" diameter x 6' long ground rod - ITT Weaver type WB 3/4 or equivalent. Test using a Megger ground tester. Resistance must not exceed 5 ohms. The maximum vehicle resistance to dispenser ground should be less than 900 Megaohm. 	X	
Area lighting design drawing	X	
Building electrical system design		X – if applicable

5.5 Utilities Distribution System Design (Within Battery Limits)

Description	AP	Customer
Electrical power distribution design	X	
Cooling water distribution design	N/A	N/A
Potable water distribution design	N/A	N/A
Instrument gas distribution design	X	
Nitrogen distribution design	N/A	N/A
Process drain distribution design	N/A	N/A
Fire protection and detection design for AP equipment	X	
Integration of AP fire protection/detection with customer fire protection system		X

5.6 Miscellaneous Activities

Description	AP	Customer
State and local installation and operating permits	X	
Import licenses	N/A	N/A
Transportation of equipment and materials (within AP's scope of supply) from point of manufacturing and/or testing to site	X	
Shipping and customs clearance	N/A	N/A
Drawing approval by professional engineer (if required by permitting authority)	X	

6 Documentation Strategy

All document content and form will be to the Air Products standard and shall be in United States English.

7 Construction and Site Services

7.1 Site Requirements

A level and clear plot will be supplied by Customer that meets the requirements of NFPA. An all-weather road which will be kept clear and maintained year round will be provided by Customer. Any removal of subsurface obstructions will be provided by Customer. Relocation of underground piping, electric, will be by Customer. Any upgrades of existing equipment/materials to meet code criteria will be provided by Customer.

7.2 Construction Materials and Services

7.3 Civil Scope Items

Description	AP	Customer
Foundations and pads: <ul style="list-style-type: none"> Air Products requires a minimum of two weeks cure time on all foundation pours. Equipment cannot be set on foundations with cure times less than two weeks without prior approval by the responsible AP Engineer. This includes any cast-in anchor bolts 	X	
Provide a level tank foundation and equipment foundation as per specifications agreed to with AP. If equipment foundation is not sufficiently level, then level all equipment with shim stock and provide grouting.	X	
Provide suitable and obstruction free area for crane to rig and set equipment. If the distance between the center pin of the crane and the center of lift exceeds 35', additional pricing will be charged.	X	
Underground trench(es): <ul style="list-style-type: none"> Excavation prior to running piping and conduit Backfill/paving upon completion of piping/conduit installation 	X	
3 rd party inspection for anchor bolts	X – if applicable	
Buildings		X – if applicable
Fencing, protective posts (crash bollards)	X	
Signage- NFPA code-specific	X	
Signage- site-specific		X
Canopies		X – if applicable
Walls	X	
Concrete piers for horizontal liquid tanks and sliding plate	X	
Pad lighting for nighttime deliveries and AP equipment maintenance	X	

7.4 Instrumentation and Electrical Scope Items

Description	AP	Customer
Supply and install wire/conduits To AP supplied equipment panel(s) • AP to provide stub-up locations	X	
Supply and install wire/conduits from AP supplied fire protection/detection devices to customer fire protection system	X	
Perform final hookups/terminations at AP supplied equipment panel(s) with AP guidance	X	
Supply and install adequate lighting for installation vicinity	X	
Supply and install grounding grid, rods, and wire and connect to AP equipment	X	

7.5 Mechanical Scope Items

Description	AP	Customer
Rig, set, level, and anchor AP supplied equipment exclusively and supply required anchor bolts (if drill-in anchor bolts are used) and shim stock	X	
Provide hoists/crane, including equipment operation	X	
Supply above-ground field piping materials, insulation, and supports	X	
Install above-ground field piping	X	
Supply underground piping materials and insulation	X	
Install underground field piping	X	
Pressure test/leak test field installed piping	X	
Supply and install instrument air/N2 header to equipment and dispensers	X	

7.6 Other Construction Scope Items

Description	AP	Customer
Supply lubrication oils for installation	X	
Provide special tools for installation of cone & thread tubing	X	
Supply welding consumables	X- if applicable	
Provide site specific safety training for on-site personnel and contractors in accordance with OSHA guidelines (not to exceed 2 hours)		X
Provide construction supervision of assembly, installation, and erection of the equipment and materials within the AP's scope of supply.	X	
Provide site security during construction		X

7.7 Start-up and Commissioning

Air Products' will provide qualified personnel for commission and start-up services for the equipment within their scope of supply, including:

- Perform operational readiness inspection (ORI)
- Perform functional site test
- Perform first fill of a vehicle (if vehicles are available at the time of commissioning)
- Operator training (one day)
- Maintenance training (three days)

Air Products will provide start-up/commissioning spares required for the above (unused parts will be the property of Air Products).

8 Options

The items listed below are excluded from APs' scope of supply but can be added upon request by Customer and additional pricing will be charged to Customer.

- Remote start
- Spare parts in excess of Air Products standard practice
- Data collection/archiving

8.1 Spare Parts

Preventative maintenance/wearable spares are the responsibility of Air Products for own/operate contracts. Spares in excess of standard practice are available as an option.

- NFPA2 equipment
- Compressor spare parts
- Dispenser spare parts

The following list of parts, if supplied with initial station installation, are subject to wear and possible misuse, and as such, are replaceable at customer's expense.

- Dispenser fueling nozzle
- Dispenser fueling hose
- Dispenser fueling breakaway

9 Scope Changes

Any changes to this scope of work will constitute a scope change. Air Products will use Service Plus Rates. The following are a few examples of scope changes:

- Requests for deliverables not specifically listed in this proposal or for AP to complete deliverable listed as Customer's responsibility.
- Required trips not directly specified in this scope of work or that exceed the duration as listed in this scope of work.
- Addition to AP's scope of supply or any of the options listed in section 8.
- Onstream date delayed beyond agreed upon installation date at time of order.
- If any customer scope items are not completed prior to the agreed upon installation date and AP needs to make a return visit(s) to complete the installation.
- Any special site conditions or requirements not specifically listed in this document will be a change in original scope. These include, but are not limited to, building or zoning codes and restrictions, height, noise, or delivery restrictions, corrosive atmospheres, special materials of construction, emergency shutoff requirements, special instrumentation or control, sampling or analytical services, painting or color specifications, reserve supply requirements, details of existing concrete foundations, temporary supply requirements, requirements for excess flow or earthquake valves, soil bearing capacity, special design requirements, requirements for union labor, special cleaning requirements, special piping codes such as ANSI, special installation or maintenance procedures, or special site restrictions.

END OF DOCUMENT

Attachment 2

Additional provisions with regards to the sale of the CHC Equipment:

Additional Intellectual Property Provisions related to Sale of CHC Equipment

- (1) Any engineering, design and/or technical information or documentation (collectively, "Documentation") related to the CHC Equipment shall be provided to Buyer at the sole discretion of Seller.
- (2) Seller grants to Buyer a non-exclusive, limited (by the following), royalty -free, non-transferable, perpetual (subject to the Buy Back Option) license to utilize (a) Seller's Documentation (to the extent provided by Seller) and (b) all intellectual property incorporated into the CHC Equipment, solely to operate the CHC Equipment and to perform First Line Maintenance on the CHC Equipment at the Buyer's site and only the Buyer's site. "First Line Maintenance" shall mean: limited maintenance specifically in response to alarms and/or warnings from the CHC Equipment to place the CHC Equipment in "safe mode."
- (3) Buyer shall not attempt to reverse engineer, analyze or disassemble, or cause to be reverse engineered, analyzed or disassembled the CHC Equipment.
- (4) Buyer shall keep in confidence any and all Documentation related to the CHC Equipment or technical information which, is obtained from Buyer's permitted operation or First Line Maintenance of the CHC Equipment (hereinafter referred to as "Confidential Information"), and the Buyer shall neither use such Confidential Information for purposes other than operation and performance of First Line Maintenance of the CHC Equipment at the Buyer's site and only the Buyer's site pursuant to this Agreement, nor disclose such Confidential Information, or any part thereof, to any third party except with the prior written consent of Seller. Confidential Information shall not lose its protection under this Sale of Equipment Agreement or otherwise based on Seller's failure to mark the Documentation or the CHC Equipment itself as confidential or proprietary.
- (5) As a further condition of the sale of CHC Equipment to the Buyer, following the execution of this Sale of Equipment Agreement, should the Buyer no longer require or is not using the CHC Equipment for any reason at Buyer's site, the Buyer shall promptly notify Seller in writing and Seller shall have the option and first right to purchase the CHC Equipment from the Buyer at its fair market value ("Buy Back Option"). Seller shall have the right to inspect the CHC Equipment prior to exercising its Buy Back Option. If Seller chooses to exercise the Buy Back Option, the parties shall negotiate in good faith a bill of sale and/or other agreement for Seller's purchase of the CHC Equipment.

The provisions of this Attachment 2 shall supersede any other provision in the Sale of Equipment Agreement and shall survive after any termination or expiration of the Sale of Equipment Agreement and be binding on the Buyer.

ATTACHMENT 3 - FEDERAL CLAUSES

SAMPLE

REQUIRED CLAUSES

I. Supplemental Clauses

1 - CONTRACTOR STATUS

Air Products and Chemicals Inc. (hereinafter the "Contractor") is a third party contractor and not a subrecipient for purposes of FTA funding.

2 - FIRM FIXED PRICE CONTRACT

Regional Transportation Commission of Washoe County ("RTC") and Contractor acknowledge and agree that (1) the Hydrogen Supply Agreement, (2) the Sale of Equipment Agreement, and (3) Maintenance Service Agreement between Contractor and RTC (each, an "Agreement" and collectively, the "Definitive Agreements") are firm fixed price contracts.

3 - PRICE REASONABLENESS

Equipment, services, and product offered in the Definitive Agreements meet the definition of Commercial Products and Services pursuant to the Federal Acquisition Regulations (FAR) 2.101. RTC has determined that Contractor's prices are reasonable. As such, Contractor is not required to comply with the Contract Cost Principles and Procedures, 48 CFR, Chapter 1, Part 31 (FAR) and Federal procedures in accordance with 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 49 CFR Part 18, FTA's Common Grant Rules, except where Air Products expressly agrees to submit costs.

II. FTA Required Clauses

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200 for purposes of supporting price reasonableness. This access includes timely and reasonable access to personnel for interviews and discussions related to the records.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

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

Per Clause 1 above, the Contractor is a third party contractor and not a subrecipient of FTA funding. To the extent such provisions as written in the FTA Master Agreement (Form FTA MA (2) dated February 9, 2021) are directly applicable to third party contractors, the Contractor shall comply if not in conflict with any other provision of the Definitive Agreements. Contractor is not obligated to comply with any provisions which are only applicable to RTC (i.e., as the recipient) or any subrecipient.

5 - CIVIL RIGHTS LAWS AND REGULATIONS

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

- A. Nondiscrimination in Federal Public Transportation Programs:
Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent

consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

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

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and

terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

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

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

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

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

6 - INCORPORATION OF FTA TERMS

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

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

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

8 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or

- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person

has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

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

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

- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

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

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

12 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

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

Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

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

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

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

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

17 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-CONSTRUCTION

- A. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- B. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by this clause.
- C. The Federal Transit Administration shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

- D. In any subcontracts, Contractor and its subcontractors shall insert the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Agreement.

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

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

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

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

20 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, “international air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence

of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

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

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

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

22 - FEDERAL MOTOR CARRIER SAFETY

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

SAMPLE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20 that: The undersigned Contractor certifies, to the best of his or her knowledge and belief,

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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

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

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

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

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron or manufactured products.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

AFFIDAVIT OF NON-COLLUSION

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

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

Firm Name: _____

Signed: _____

Print: _____

Date: _____

This **Maintenance Service Agreement** (the “**Service Agreement**”) is made as of XX (“Effective Date”), by and between Air Products and Chemicals, Inc., a Delaware corporation headquartered at 1940 Air Products Boulevard, Allentown, PA 18106-5500 (“**Air Products**”), and REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, a Transit Agency with its principal place of business at 1105 Terminal Way Suite 211, Reno, NV 89502 (“**Buyer**”).

Whereas, Buyer purchased the Equipment (defined below) from Air Products (the “**Equipment Agreement**”) to refuel hydrogen fuel cell buses at the Designated Location (defined below)(the “**Designated Use**”) and hereby desires to retain Air Products to provide maintenance services with respect to the Equipment.

Now Therefore, Air Products and Buyer, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. **Services.** Air Products will provide those maintenance service more fully described on Schedule 1 hereto for the following hydrogen fueling station equipment owned by Buyer (the “**Equipment**”) at the Designated Location (defined below) (the “**Services**”):
 - a. See Sale of Equipment Contract, Attachment 1, Section 2
2. **Designated Location.** The Equipment is located at Buyer’s facility located at 1301 East 6th Street Reno, NV (the “**Designated Location**”).
3. **Term.** The term of this Agreement shall coincide with the term stated in the Hydrogen Supply Agreement (“Agreement”), Section 2.a.
4. **Performance of Services.** The Services will be performed at the times set forth in Schedule 1 hereto. Prior to commencement of any such Services, Buyer shall provide to Air Products relevant information pertaining to the Equipment. If Buyer fails or refuses to have reasonably recommended repairs made to any portion of the Equipment or if the Equipment shall, in Air Products’ judgment, have so deteriorated that it cannot be maintained in satisfactory condition, Air Products may, on not less than five (5) days’ written notice, terminate its obligations hereunder.
5. **Service Charges.** Charges for the Services contemplated by this Agreement are set forth in Schedule 1 hereto. Charges for any additional or unscheduled maintenance services and repair work (together the “**Additional Services**”) recommended by Air Products that the parties agree to undertake shall, unless otherwise agreed, be governed by the terms of this Agreement and be charged at Air Products’ then-prevailing rates for such services on a time and materials basis.
6. **Limit of Liability.** It is understood, that in undertaking to provide the Services and any Additional Services hereunder, Air Products does not accept or assume liability for any defect in material or workmanship of equipment not manufactured by Air Products or for any condition or occurrence affecting the proper operation of the Equipment resulting from accident, negligence, abuse or misuse of the Equipment, or any other cause whether or not similar to those described above. **Neither party shall be liable to the other in contract or in tort (including negligence and strict liability) for any indirect, special, incidental or consequential damages sustained by the other party and arising out of any act or omission of a party in connection with its performance or non-performance under this Agreement.** Air Products’ sole liability and Buyer’s sole and exclusive remedy hereunder, including failure to conform to A.S.M.E. standards or for defects in materials manufactured by Air Products, shall be the correction of Air Products’ workmanship or the repair or replacement of defective materials by Air Products, provided Buyer gives Air Products notice of such defect within thirty (30) days from the date of repair to the Equipment. **THE FOREGOING IS AIR PRODUCTS’ SOLE WARRANTY AND LIABILITY WITH RESPECT TO SERVICES, ANY ADDITIONAL SERVICES AND ANY MATERIALS PROVIDED HEREUNDER AND IS IN LIEU OF ANY AND ALL IMPLIED, STATUTORY OR OTHER EXPRESS WARRANTIES INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Buyer shall indemnify and hold harmless Air Products from and against any cost, liability, damage or expense (including reasonable attorneys’ fees), arising out of or relating to any claim by any third party for personal injury or property loss or damage for such claims arising out of the performance or non-performance by Air Products hereunder

(including Air Products' negligence); provided however, that the foregoing limitation of liability and indemnification clauses shall not apply in the case of Air Products' gross negligence, willful and wrongful act or omission.

7. **Insurance.** Buyer and Air Products shall maintain suitable general liability and contract liability insurance with reputable insurance carriers in a per occurrence amount of at least One Million Dollars (\$1,000,000), or such lesser amount where agreed to by Air Products, and shall provide Air Products with certificates of coverage. Such policies shall provide for a minimum thirty (30) days' advance notice to Air Products of any termination or cancellation thereof.
8. **Invoicing.** An invoice for sums due hereunder for Services shall be submitted at the time of commissioning the Equipment. Invoices for sums due hereunder for any Additional Services shall be submitted at the time the Additional Services are completed. All payments due Air Products hereunder shall be made to Air Products at the location indicated on the invoice. All invoices shall be payable net thirty (30) days. **The timely payment by Buyer of all amounts due and owing to Air Products hereunder is an express condition to the continued performance by Air Products of its obligations hereunder.**
9. **Force Majeure Events.** A party shall not be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable for damages or otherwise, for any failure or delay in performance that is due to strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood or other natural catastrophes, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy or utilities, accident, act of God, pandemic or epidemic, delay of subcontractors or vendors or carriers, sufferance of or voluntary compliance with act of government and government regulation (whether or not valid), embargo, or any other cause which is similar or dissimilar to any cause or category of causes described above, and that is beyond such party's reasonable control. A party shall not be required to make any concession or grant any demand or request to bring to an end any strike or other concerted act of workers. Within five (5) business days after becoming aware of an event of force majeure, the affected party shall give written notice to the other party stating the nature of the event, its anticipated duration and its anticipated effect upon the performance of such party's obligations.
10. **Credit Impairment.** Unless otherwise required by law, if a petition is brought by or against Buyer under any present or future bankruptcy or insolvency laws seeking any reorganization, arrangement, readjustment, liquidation, dissolution or similar relief with respect to Buyer, or if Buyer shall make any assignment for the benefit of creditors, or if a receiver is appointed for Buyer, or if Buyer shall fail to make payments in accordance with the terms of this Agreement, or if in Air Products' opinion Buyer's credit has been impaired, Air Products may, at its option, terminate this Agreement by written notice to Buyer or impose such new payment terms, including prepayment for services as it deems adequate to protect its interest. The election of any option under this paragraph shall not preclude the exercise of any other option.
11. **Acceptance by Air Products.** This Agreement is subject to acceptance by a duly authorized representative of Air Products.
12. **Entire Agreement.** This instrument constitutes the entire agreement between the parties. No terms and conditions in any purchase order of Buyer issued or purported to be issued with respect to the services and equipment to be supplied hereunder shall vary the terms hereof and all of such provisions are hereby objected to. No modification or waiver of this Agreement shall bind Air Products unless in writing and signed and accepted by a duly authorized representative of Air Products. If any provision of this Agreement is held invalid by any law or regulation, all other provisions hereof shall continue in full force and effect
13. **Dispute Resolution.** Any dispute between the parties relating to this Agreement that cannot be resolved with reasonable promptness shall be referred to each party's senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of sixty (60) days from the date of referral to such senior managers; provided however, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damages to such party.
14. **Assignment.** This Agreement may not be assigned by Buyer without the prior written consent of Air Products. It shall inure to the benefit of and be binding upon the successors and, if properly assigned, the assigns of a party. Air Products may assign this Agreement to a wholly-owned subsidiary of Air Products without the consent of Buyer provided that it complies with the Federal Transit Administration clauses as referenced in Attachment 1.
15. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Delaware without giving effect to its conflicts of laws provisions. Venue shall be in either the Second Judicial Court of Nevada or the United States District Court in Reno, Nevada.

16. **Federal Clauses.** This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, **Air Products** agrees to comply with the federally required clauses set forth in Attachment 1 hereto.
17. **Independent Contractor.** Air Products and its employees, subcontractors, consultants and/or agents, (collectively referred to as "Personnel") are at all times independent contractors and not employees or agents of Buyer.

In Witness Whereof, Air Products and Buyer have executed this Maintenance Services Agreement as of the date set forth in the first sentence hereof.

**REGIONAL TRANSPORTATION COMMISSION OF
WASHOE COUNTY**

AIR PRODUCTS AND CHEMICALS, INC.

By:

By:

Title:

Executive Director

Title:

SAMPLE

Schedule 1

Maintenance Services and Applicable Fees

Air Products will provide the following Services on the Equipment located at the Designated Location under the Maintenance Service Agreement to which this Schedule 1 is attached for the following service fees:

Section I – Services: (Routine and Customary Maintenance - Monthly / Quarterly / Annual)

- None, unless requested by Buyer.
- If requested, routine and customary maintenance may include items such as basic equipment checks and services.

Section II – Additional Services: (Special, Non-routine Maintenance Services)

- None, unless requested by Buyer.
- If requested, additional services may include items such as repair or replacement due to premature failure of components, improper use, accident, intervention or actions of Buyer or third parties.

Except for Buyer's First Line Maintenance (as such term is defined in Attachment 2 of that certain Equipment Sale Agreement, dated even date herewith ("Equipment Sale Agreement")), Buyer agrees that Air Products will complete all maintenance, repair and other work on the CHC Equipment (as defined in the Equipment Sale Agreement). Buyer shall provide notice to Air Products of any such work and shall pay the Air Products' Service Plus Rates as provided below for such services with respect to the CHC Equipment.

CHARGES FOR SERVICES AND ADDITIONAL SERVICES UNDER SECTIONS I & II

If technical services are requested by Buyer, Buyer shall pay for such services at Air Products' then current "Service Plus Rates". Current schedule and rates can be found in the APDirect customer portal (link at <http://www.airproducts.com/serviceplus>). Any such Technical Service Charge is not, nor shall it be deemed to be, a price adjustment under the Agreement. Buyer acknowledges and agrees that Air Products' provision of technical consultation, advice, instruction or service, whether with or without compensation, is made solely in an advisory capacity and Buyer assumes full responsibility for making its own independent evaluation and deciding whether to go forward with any such Technical Services.

To reach Air Products Equipment Support Team, call 1-800-224-2724
Customer Account Number (Ship To): TBD

ATTACHMENT 1 – FEDERAL CLAUSES

SAMPLE

REQUIRED CLAUSES

I. Supplemental Clauses

1 - CONTRACTOR STATUS

Air Products and Chemicals Inc. (hereinafter the "Contractor") is a third party contractor and not a subrecipient for purposes of FTA funding.

2 - FIRM FIXED PRICE CONTRACT

Regional Transportation Commission of Washoe County ("RTC") and Contractor acknowledge and agree that (1) the Hydrogen Supply Agreement, (2) the Sale of Equipment Agreement, and (3) Maintenance Service Agreement between Contractor and RTC (each, an "Agreement" and collectively, the "Definitive Agreements") are firm fixed price contracts.

3 - PRICE REASONABLENESS

Equipment, services, and product offered in the Definitive Agreements meet the definition of Commercial Products and Services pursuant to the Federal Acquisition Regulations (FAR) 2.101. RTC has determined that Contractor's prices are reasonable. As such, Contractor is not required to comply with the Contract Cost Principles and Procedures, 48 CFR, Chapter 1, Part 31 (FAR) and Federal procedures in accordance with 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 49 CFR Part 18, FTA's Common Grant Rules, except where Air Products expressly agrees to submit costs.

II. FTA Required Clauses

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200 for purposes of supporting price reasonableness. This access includes timely and reasonable access to personnel for interviews and discussions related to the records.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

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

Per Clause 1 above, the Contractor is a third party contractor and not a subrecipient of FTA funding. To the extent such provisions as written in the FTA Master Agreement (Form FTA MA (2) dated February 9, 2021) are directly applicable to third party contractors, the Contractor shall comply if not in conflict with any other provision of the Definitive Agreements. Contractor is not obligated to comply with any provisions which are only applicable to RTC (i.e., as the recipient) or any subrecipient.

5 - CIVIL RIGHTS LAWS AND REGULATIONS

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

- A. Nondiscrimination in Federal Public Transportation Programs:
Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent

consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

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

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and

terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

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

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

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

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

6 - INCORPORATION OF FTA TERMS

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

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

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

8 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or

- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person

has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

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

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

- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

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

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

12 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

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

Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

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

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

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

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

17 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-CONSTRUCTION

- A. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- B. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by this clause.
- C. The Federal Transit Administration shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

- D. In any subcontracts, Contractor and its subcontractors shall insert the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Agreement.

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

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

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

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

20 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, “international air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence

of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

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

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

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

22 - FEDERAL MOTOR CARRIER SAFETY

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

SAMPLE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20 that: The undersigned Contractor certifies, to the best of his or her knowledge and belief,

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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

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

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

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

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron or manufactured products.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

AFFIDAVIT OF NON-COLLUSION

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

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

Firm Name: _____

Signed: _____

Print: _____

Date: _____



HYDROGEN SUPPLY AGREEMENT

This **Hydrogen Supply Agreement** (the “**Agreement**”) is made and entered as of the ___ day of _____ (the “**Effective Date**”), by and between **Air Products and Chemicals, Inc.**, a Delaware corporation headquartered at 1940 Air Products Boulevard, Allentown, PA 18106-5500 (“**Air Products**”), and **REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY** a Transit Agency with its principal place of business located at 1105 Terminal Way Suite 211, Reno, NV 89502 (“**Buyer**”).

1. Sale and Purchase

- (a) **Hydrogen Requirements for Designated Locations.** Air Products shall sell to Buyer and Buyer shall purchase from Air Products Buyer’s entire purchase requirements of gaseous hydrogen (“**Hydrogen**”) for Buyer’s activities with respect to its hydrogen fueling activities (the “**Designated Use**”) carried out at 1301 East 6th Street Reno, NV (the “**Designated Location**”). If Buyer’s activities with respect to the Designated Use at the Designated Location are expanded or relocated to a new location, Air Products may, at its option, extend the applicability of this Agreement to such expanded activity or new location.
- (b) **Quantity Limitation.** Buyer has estimated that Buyer’s monthly consumption of Product will be approximately 636,000 standard cubic feet (50 kgs/day) starting in January 2024 and increasing to 2,226,000 standard cubic feet (175 kgs/day) by August 2025 (the “**Estimated Monthly Usage**”). Air Products will be obligated hereunder to supply Product up to 100% of the Estimated Monthly Usage. Air Products will supply to Buyer Hydrogen in excess of 100% of the Estimated Monthly Usage (“**Excess Product**”) to the extent that Air Products, in its sole discretion, deems that it has Excess Product available for Buyer. To the extent that Buyer has requirements for Excess Product and Air Products has Excess Product available for Buyer, Buyer will purchase such requirements from Air Products.
- (c) **Limitation on Use of Fueling Station.** Buyer shall not permit (i) anyone other than its properly trained employees or invitees to carry out any hydrogen fueling activities using the Hydrogen provided hereunder and (ii) any vehicles other than those owned by Buyer to be fueled with such Hydrogen. Buyer shall bear the expense of such training.
- (d) **No Purchases from Others, Etc.** Buyer may not obtain Hydrogen by any method, purchase Hydrogen from others, purchase any other material in substitution for Hydrogen (including without limitation Hydrogen delivered by pipeline from the plant where it is produced, whether such plant is located at or near a Designated Location or elsewhere) for use at the Designated Location for the Designated Use in substitution for the Hydrogen Buyer is obligated to purchase from Air Products hereunder.
- (e) **No Other Purchase Obligations.** Buyer represents and warrants that Buyer is not prohibited contractually or otherwise from purchasing Hydrogen for the Designated Use pursuant to this Agreement. If the foregoing representation and warranty proves to be false, Buyer shall indemnify, defend and hold harmless Air Products from and against all costs, damages, liabilities, losses, costs and expenses (including reasonable legal fees) Air Products may incur in connection with any claim asserted by a third party as a result thereof.
- (f) **Basis of Air Products’ Obligations.** Air Products’ specification, Price and delivery obligations are predicated on furnishing Buyer’s requirements of Hydrogen from Air Products’ producing facilities located within 140 miles of the Designated Location.

2. Term and Termination

- (a) **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for sixty (60) months from the date of commissioning of the Equipment (defined below), as evidenced by written notice from Air Products (the “**Initial Term**”). If at the end of such Initial Term the Designated Use continues at the

Designated Location, this Agreement shall continue in full force and effect for successive twelve (12)-month terms (the “**Subsequent Term**,” and with the Initial Term, the “**Term**”).

- (b) **Termination.** Either party may terminate this Agreement as of the expiration date of the Initial Term, or as of the expiration of any Subsequent Term by giving not less than six (6) months’ prior written notice to the other party.

3. **Equipment: Installation, Maintenance and Removal**

- (a) **Equipment.** Buyer has purchased certain hydrogen fueling station equipment from Air Products under a separate Sale of Equipment Contract. Buyer did not purchase a 18,000 gallon Cryogenic hydrogen tank (“Tank”) or an ambient air economizer vaporizer(s) (“Vaporizer”). Air Products shall install the Tank and Vaporizer at the Designated Location and all other equipment relating to the Tank and Vaporizer (collectively, the “**Equipment**”) that Air Products deems appropriate to supply Buyer’s requirements for Hydrogen. The price associated with the installation of such Equipment (including without limitation Air Products’ standard freight charges for Equipment from the point of manufacture or storage to the Designated Location, Air Products’ standard rigging pricing, transportation and labor), will be paid by the responsible party as described in Attachment 2. Air Products shall be entitled to use non-union labor for the installation of Equipment.
 - (a.1) **Buyer Option to Purchase Liquid Hydrogen Tank.** The Buyer shall have the right to purchase the Tank and Vaporizer at its fair market value on an “as is” basis (no warranty) at the end of the Initial Term. Upon agreement and payment in full of purchase price, (i) title to and risk of loss of the Tank and Vaporizer shall pass from Air Products to the Buyer, (ii) upon the written request of Buyer, Air Products shall provide or procure the provision to the Buyer of all designs, drawings, manuals, records and other documents and information required to operate the Equipment.
 - (b) **Required Changes to Equipment.** If significant changes in Buyer’s requirements, methods or locations of use, or changes in the construction or operation of Buyer’s facilities at the Designated Location warrant the relocation, replacement, installation or removal of any item of Equipment, including without limitation installation of alternative supply Equipment, Air Products shall make such relocation, and install or remove such item of Equipment. The pricing associated with such relocation, installation or removal will be paid by Buyer or the Price will be adjusted by Air Products in accordance with Section 7(e). Air Products may from time to time remove any item of Equipment and replace it with such other item of Equipment as Air Products may determine is necessary or appropriate to serve Buyer’s needs.
 - (c) **Maintenance of Equipment.** Air Products will at its own cost, maintain and repair the Equipment for normal wear and tear in accordance with its standard practices. For damage to Equipment caused by Buyer or third parties, repairs will be undertaken by Air Products but paid for by Buyer at Air Products’ standard service rates prevailing at the time such services are rendered.
 - (d) **Maintenance Assistance and Protection.** Buyer shall cooperate with Air Products in the maintenance and repair of the Equipment if requested by Air Products. Buyer shall use all reasonable precautions to prevent (i) its employees and third parties from altering, repairing, adjusting or tampering with the Equipment, and (ii) untrained and unauthorized persons from using the Equipment or trespassing or entering the Equipment Area (as defined in Section 4(a)). Buyer shall take reasonable precautions to prevent its employees and third parties from opening, disassembling or making investigations, drawings or diagrams of the Equipment or its operation.
 - (e) **Title to Equipment; Security Interest.** Title, possession and control of Equipment installed by Air Products shall at all times remain in Air Products and, upon expiration or termination of this Agreement, Air Products may remove same. As between Buyer and Air Products, the Equipment shall be and remain the personal property of Air Products and shall not be or become fixtures, notwithstanding the manner in which the Equipment is or may be affixed to the Designated Location. Nothing in this Agreement shall be construed as giving Buyer possession of Equipment or a lease, rental or bailment thereof. Buyer will not suffer or permit Equipment to become subject to any lien or encumbrance for any debt or liability of any kind that may be owed by, asserted against or demanded of Buyer and shall, if requested by Air Products, obtain and deliver to Air Products an appropriate agreement from the owner of the Designated Location waiving any claim against the Equipment.

At Air Products’ request, Buyer will join with Air Products in executing and recording fixture filings (such fixture filings are for precautionary purposes) and financing statements pursuant to the Uniform Commercial Code to

evidence Air Products' ownership in the Equipment hereunder and to perfect, protect and enforce Air Products' continuing security interest in the Hydrogen and the proceeds of any sale of the Hydrogen or goods manufactured therefrom and in accounts receivable. Such security interest granted by Buyer to Air Products shall be limited to the extent of outstanding obligations owed by Buyer to Air Products hereunder.

- (f) **Removal of Equipment upon Termination.** If Buyer does not elect to purchase the Equipment in accordance with Section 3a.1 herein, then upon termination, cancellation or expiration of this Agreement, or upon any cessation of Buyer's requirement hereunder, Air Products will upon thirty (30) days' written notice, remove the applicable Equipment and the Monthly Charges shall cease effective upon the payment by Buyer of Air Products' unamortized costs limited to the Term plus removal expenses. If Buyer's requirements resume during the Term, Air Products may in its discretion require Buyer to purchase such requirements from Air Products under the terms and conditions of this Agreement and shall reimburse Air Products for the price of reinstalling Equipment or price associated with installation of other Equipment suitable for supply of Buyer's requirements.
- (g) **No Liability for Certain Equipment.** Buyer acknowledges and agrees that Air Products, in its supply of Hydrogen hereunder, does not accept or assume liability for any defect in material or workmanship of Equipment not manufactured by Air Products or for any condition or occurrence affecting the proper operation of the Equipment resulting from accident, negligence, abuse or misuse of the Equipment or the Hydrogen or any other cause whether or not similar to those described above.
- (h) **Branding of Equipment.** Any Air Products' branding placed on the Equipment shall not be altered by Buyer in any way.

4. Buyer's Obligations with Respect to Equipment and Equipment Site

- (a) **Equipment Area.** Buyer shall, without cost to Air Products, furnish Air Products with an area(s) meeting applicable federal, state and local legal requirements that is satisfactory to Air Products for the installation of any Equipment (the "**Equipment Area**"), together with unrestricted access (twenty-four hours a day, seven days a week) thereto for Air Products and its authorized representatives for all proper purposes under this Agreement, including the delivery of Hydrogen hereunder. The Equipment Area shall be free from toxic and hazardous materials that could prevent or increase the price of installation or operation of the Equipment or that could cause injury to or death of Air Products' representatives or any other person near the Equipment Area or that could cause damage to adjoining property. Notwithstanding anything herein to the contrary, Buyer hereby indemnifies and holds Air Products harmless from and against any and all claims, liabilities, costs (including reasonable legal fees), expenses, damages, penalties and fines that arise out of or result from any toxic or hazardous materials now or hereafter in, on or under the Equipment Area and that do not occur or result directly from Air Products' performance pursuant to this Agreement.
- (b) **Hazardous Materials; Reporting Obligations.** Buyer shall prohibit the use of oil, grease or lubricants on the Equipment or the storage, or use of oil, grease, lubricants or any flammable or combustible materials in or near the Equipment Area. Buyer shall comply with all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. 11001-11050 (EPCRA, commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)) resulting from the presence of the chemicals supplied under this Agreement. Further, Buyer shall warn and protect its employees and others exposed to the hazards posed by Buyer's storage and use of the Hydrogen and to comply with all federal, state and local legal notification, reporting and permit requirements that may be associated with the storage or use thereof.
- (c) **Additional Obligations.** Buyer shall comply with the additional obligations regarding the Equipment set forth in Attachment 2 and identified as obligations of Buyer.
- (d) **Confidentiality.** Buyer shall maintain in strictest confidence and require its employees by appropriate instructions to safeguard any installation, maintenance and telephone access instructions and codes provided by Air Products with respect to any telemetry system incorporated in Equipment, and to return promptly all such materials to Air Products upon termination of this Agreement.
- (e) **Monitoring Inventory; Buyer's Assistance.** Buyer acknowledges that Air Products will remotely access the Equipment to, among other things, monitor the inventory of Hydrogen therein and undertake certain maintenance functions. If technical problems occur with the Equipment's monitoring system or if utilization of Hydrogen is

anticipated to change significantly, Buyer shall assist Air Products by providing adequate notification and establishing delivery requirements to provide an orderly, continuous supply of Hydrogen.

5. Delivery of Hydrogen

- (a) **Title and Risk of Loss.** Hydrogen shall be delivered by Air Products delivery vehicle DDU the Designated Location in accordance with INCOTERMS 2020, and title and risk of loss of Hydrogen shall pass to Buyer at the point of connection between Air Products' delivery vehicle and the Equipment.
- (b) **Special Delivery Charges.** Buyer shall pay for emergency or denied deliveries, frequent delivery delays or lockouts and deliveries requested by Buyer to be made at a specified time according to Air Products' then-prevailing and applicable delivery service rate schedule.
- (c) **Monitoring Inventory/Scheduling Deliveries** – Air Products shall monitor the inventory of Hydrogen in the Equipment and schedule deliveries to avoid exhaustion of such inventory. Buyer shall provide Air Products unrestricted access (twenty-four hours a day, seven days a week) for the delivery of Hydrogen. Buyer shall assist Air Products in scheduling deliveries as described in Section 4(e).

6 Specifications and Warranties

- (a) **Hydrogen Specifications and Measurement.** Air Products warrants that all Hydrogen delivered by Air Products hereunder shall conform to the following specifications:

Hydrogen: 99.95%
Oxygen: Less than 0.0005%
Dew Point: Minus 90°F or lower

Measurement: The unit of measurement for all purposes under this Agreement shall be one cubic foot of gas measured at a temperature of 70°F, at a pressure of 14.7 psia and dry, herein referred to as a standard cubic foot ("scf").

- (b) **Good Title.** At the time of delivery of Hydrogen, Air Products shall have good title and right to transfer the same and that the same shall be delivered free of encumbrances.
- (c) **Limit to Warranties.** **THE WARRANTIES IN SECTION 6 ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. Price, Invoicing

- (a) **Hydrogen Price.** The "Price" for Hydrogen delivered hereunder is set forth in Attachment 1 hereto. The Price is subject to adjustment in accordance with Section 7(b).
- (b) **Price Adjustment.** Air Products may from time to time, on not less than 15 days' prior written notice to Buyer, increase the Price for Hydrogen as provided in Attachment 1 with respect to the Designated Location.
- (c) **Competitive Offers.** If within fifteen (15) days of the date of such notice or Buyer initiates a search for competitive offers on a frequency of not less than (12) months and Buyer furnishes written evidence satisfactory to Air Products of Buyer's ability to purchase Hydrogen at the Designated Location from a responsible seller thereof in the quantity and quality and by like delivery at a total price at least five percent (5.0%) lower than Air Products' revised Price and if, within fifteen (15) days thereafter, Air Products has not agreed to, at its election, meet such lower total price or reinstate the Price in effect at the time of its notice, or if the parties otherwise do not agree within such period to adjust the Price at the Designated Location, Buyer may, within ten (10) days after the end of such additional fifteen (15)-day period, terminate this Agreement only with respect to such Designated Location by notice in writing to Air Products. If Air Products agrees to reinstate the Price in effect at the time of notice or meet the total price contained in the bona fide offer, Air Products shall have the right to extend the Initial Term of this Agreement by the term provided in such offer or the Initial Term of this Agreement, whichever is greater.

- (d) Reserved.
- (e) **Change in Equipment.** If Air Products provides replacement or additional Equipment to a Designated Location and Buyer has not otherwise paid for such equipment under Section 3(b), the Monthly Charge shall be adjusted and any applicable Unit Price shall vary in accordance with Air Products's then prevailing prices.
- (f) **Invoices and Payment.** Air Products shall invoice Buyer for the Monthly Charge set forth in Section 1A of Attachment 1 on a monthly basis and the charges and fees set forth in Sections 1B contemporaneous with shipment of Hydrogen. Air Products shall invoice Buyer at the time of occurrence for fees set forth in Sections 3 and 4 of Attachment 1. Payment of invoices via electronic funds transfer will be accepted by Air Products in corporate trade exchange ("CTX") format only. All payments due hereunder shall be made to Air Products at the location indicated on the invoice. All invoices shall be payable net thirty (30) days.
- (f) **Claims re: Invoicing.** All claims of Buyer relating to any invoice hereunder must be made in writing within thirty (30) days of receipt of such invoice. Failure to give such timely written notice shall constitute a waiver of all claims related to such invoice.
- (g) **Payment an Express Condition of Performance.** The timely payment by Buyer of all amounts due and owing to Air Products hereunder, including the Price, and any other charges contractually provided for hereunder, is an express condition to the continued performance by Air Products of its obligations hereunder. Failure to make such payments in a timely fashion shall entitle Air Products to discontinue deliveries without penalty, breach or default of any kind under this Agreement, and to impose new payment terms, including without limitation cash on delivery or auto pay.

8. Taxes

- (a) **Payable by Air Products.** Air Products shall be responsible for all applicable federal, state and local taxes based upon or measured by its net income and all franchise taxes based upon its corporate existence or its general corporate right to transact business.
- (b) **Payable by Buyer.** Any other tax, howsoever denominated and howsoever measured, imposed upon the Equipment or its use, or upon the storage, inventory at the Designated Location, sale, transportation, delivery, use or consumption of Hydrogen shall be paid directly by Buyer or, if paid by Air Products, shall be invoiced to Buyer as a separate item and paid by Buyer to Air Products.

9. Limitation of Liability

- (a) **Duty to Warn; Indemnity.** Buyer acknowledges that there are hazards associated with the use of the Hydrogen, that it understands such hazards and that it is Buyer's responsibility to warn and protect its employees and others exposed to such hazards through Buyer's storage and use of Hydrogen. Air Products shall provide Buyer with copies of material safety data sheets relating to the Hydrogen to help Buyer make such warnings, and Buyer assumes all risk and liability for any loss, damage or injury to persons or property of third persons not within an Indemnitor's Group (defined below) arising out of the presence or use of the Hydrogen and shall indemnify, defend and hold harmless Air Products from any such loss, damage, injury, cost and expense (including reasonable legal fees) related thereto, subject to the limitations set forth in Chapter 41 of the Nevada Revised Statutes.
- (b) **Direct Damages.** Buyer's sole and exclusive remedy and Air Products sole liability (i) for non-delivery of Hydrogen shall be a claim for direct cover damages, which shall be limited to an amount equal to the Unit Price (as defined in Attachment 1) payable hereunder for the Hydrogen in respect to which such claim is made and (ii) for delivery of nonconforming Hydrogen, except for the remedy of cancellation for material default, shall be replacement by Air Products of a like quantity of conforming Hydrogen at no additional cost to Buyer.
- (c) **Limit on Damages.** Air Products shall not be liable in contract or tort (including negligence and strict liability) for any direct damages other than those expressly set forth in Section 9(b), and neither party shall be liable for any indirect, special, incidental or consequential damages arising out of its performance or non-performance hereunder, including without limitation, loss of profit, loss of opportunity or downtime.

(d) **Indemnity of Buyer and Air Products.**

(i) Air Products shall defend, indemnify and hold harmless the Buyer from and against any form of action, lawsuit, claim, loss (including, but not limited to, reasonable attorney fees), expense and damages for bodily injury or death occurring at the Designated Location during the term hereof (a "Loss") to the extent such Loss is caused by the negligence or willful misconduct of Air Products' employees.

(ii) Property Liability. Air Products shall be liable to Buyer for direct and immediate physical damage to Buyer's buildings, machinery and equipment occurring during the term of this Agreement to the extent such damage is caused by the negligence or willful misconduct of Air Products' employees at the Designated Location.

(iii) Cap. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ANY PURCHASE ORDER OR OTHERWISE, AIR PRODUCT'S LIABILITY TO BUYER, WHETHER ARISING OUT OF OR DURING ITS PERFORMANCE OR NONPERFORMANCE OF THE AGREEMENT, NEGLIGENCE OR OTHER LEGAL THEORY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE ACTUALLY RECEIVED BY AIR PRODUCTS HEREUNDER.

(iv) Buyer's liability in tort is limited as set forth in Chapter 41 of the Nevada Revised Statutes.

10. **Force Majeure**

(a) **Force Majeure.** Neither party shall be considered in default in the performance of its obligations hereunder (other than any obligation to make a payment of money) or be liable in damages or otherwise to the other party for any failure or delay in its performance that is due to or caused by a Force Majeure event. For purposes of this Agreement, "**Force Majeure**" shall mean any of the following: a strike, lockout, concerted act of workers or other industrial disturbance; embargo, fire or explosion; flood, earthquake, tornado, hurricane, severe storm or other natural catastrophe; health epidemics or pandemics; civil disturbance, riot, terrorist act, war or other armed conflict (whether declared or undeclared); curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy or utilities; accident; act of God; delay of any subcontractors or vendors; sufferance or voluntary compliance with an act of government or government regulation (whether or not valid); machinery or equipment breakdown; or any other event whether similar or dissimilar to any of the foregoing enumerated events or categories of events that is beyond the reasonable control of the party claiming the Force Majeure and not due to such party's negligence.

(b) **Strikes.** Neither party shall be required to make any concession or grant any demand or request to bring to an end any strike or other concerted act of workers. If Air Products is requested by Buyer to make a delivery of Hydrogen during a strike or other concerted act of workers and attempts to make such delivery, any such deliveries will be made at Buyer's sole risk and responsibility and notwithstanding anything herein to the contrary Buyer shall indemnify, defend and hold Air Products harmless from and against all costs (including reasonable legal fees), expenses, damages and liabilities for claims arising out of such attempted deliveries. Air Products may request, in its sole discretion, that Buyer provide qualified personnel to deliver Hydrogen to any Designated Location affected by such strike or other concerted acts of workers and Buyer will provide such personnel. Notwithstanding the foregoing, in no event shall Air Products be obligated to make any such delivery and may elect to treat any strike or concerted act of workers as a Force Majeure excusing its performance.

(c) **Notice of Force Majeure.** A party affected by Force Majeure shall promptly upon learning of such event and ascertaining that it has or will affect its performance hereunder give notice to the other party stating at a minimum the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect.

(d) **Allocation of Hydrogen.** If a Force Majeure only partially reduces Air Products' ability to produce or deliver Hydrogen, Air Products may in its discretion allocate its available supply among Buyer and Air Products' other customers in a fair and equitable manner.

11. **General Provisions**

(a) **Acceptance; Counterparts.** This Agreement is subject to acceptance by a duly authorized representative of Air Products. It may be executed in any number of counterparts, each of which shall be an original but all of which shall be construed together and together shall constitute but one and the same Agreement.

- (b) **Entire Agreement; Amendment; Headings.** No terms and conditions in any form of purchase order, order acknowledgment or other acceptance form of Buyer issued with respect to this transaction shall alter the terms hereof and objection is hereby made to all such additional or different terms. Acceptance is expressly limited to the terms offered herein. No modification or waiver of this Agreement shall bind Air Products unless in writing and signed and accepted by a duly authorized representative of Air Products. All headings are for reference and ease of use only and shall not be used to interpret or construe any term or provision of this Agreement.
- (c) **Dispute Resolution.** Any dispute between the parties relating to this Agreement that cannot be resolved with reasonable promptness shall be referred to each party's senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of sixty (60) days from the date of referral to such senior managers; *provided however*, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damage to such party.
- (d) **Assignment.** This Agreement may not be assigned by Buyer without the prior written consent of Air Products. It shall inure to the benefit of and be binding upon the successors and, if properly assigned, the assigns of both parties. If Buyer sells or otherwise transfers or conveys all or substantially all of the assets related to operations at the Designated Location(s), as a condition precedent to the closing of such transaction Buyer will require the purchaser or transferee to assume all of the rights and obligations of Buyer under this Agreement. Air Products may assign this Agreement to a wholly-owned subsidiary of Air Products without the consent of Buyer provided that it complies with the Federal Transit Administration clauses as referenced in Attachment 3.
- (e) **Confidentiality.** Except as otherwise specifically permitted under this Agreement or required by law, this Agreement, including any Attachment, Exhibit, Addendum or Amendment, and all drawings, diagrams, specifications, and operating data are proprietary to Air Products and Buyer shall keep same confidential.
- (f) **Severability.** If any provision of this Agreement is held invalid by any law or regulation, all other provisions hereof shall continue in full force and effect.
- (g) **Governing Law.** This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of laws provisions. Venue shall be in either the Second Judicial Court of Nevada or the United States District Court in Reno, Nevada.
- (h) **Conflicting Terms.** In the event of conflict between the terms of this Agreement and any Attachment or Exhibit hereto, the terms of the Attachment or Exhibit shall govern. Attachments hereto at the time of execution of this Agreement are: Attachments 1 and 2 and Attachment 3
- (i) **Notices.** All notices, unless otherwise provided herein, must be in writing and will be deemed given on the date the notice is hand-delivered, mailed (U.S. registered mail or overnight courier service) or electronically transmitted by facsimile to the receiving party at the address/facsimile number set forth below. Either party may change its address upon notice to the other party as set forth herein.

Air Products and Chemicals, Inc.
 1940 Air Products Blvd.
 Allentown, PA 18106
 Attn: Commercial Manager, H2FM
 Facsimile No. 610-706-7463

**REGIONAL TRANSPORTATION
 COMMISSION OF WASHOE COUNTY**
 1105 Terminal Way Suite 211, Reno, NV 89502
 Reno, NV 89502
 Attn: Mark Maloney
 Email: mmaloney@rtcwashoe.com

- (j) **Federal Clauses.** This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, **Air Products** agrees to comply with the federally required clauses set forth in Attachment 3.

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In Witness Whereof, Air Products and Buyer, intending to be legally bound have executed this Agreement as of the Effective Date.

ACCEPTED

**REGIONAL TRANSPORTATION COMMISSION OF
WASHOE COUNTY**

By: _____
Title: Executive Director

ACCEPTED

AIR PRODUCTS AND CHEMICALS, INC.

By: _____
Title: _____

SAMPLE

ATTACHMENT 1

1. The “Price” consists of the following components:

A. Monthly Equipment Charge: \$4,500 per month

B. Unit Price: \$20.67 thousand standard cubic feet (\$8.75/kg)

The Hydrogen Unit Price may increase monthly commencing on the date of first delivery (written notice of which shall be provided by Seller) based on changes in an index of costs (EC + P), in accordance with the formulas stated below:

Energy Charge (EC): The Energy Charge contains the following formula terms: A. Natural Gas for Hydrogen Production + B. Natural Gas effect on power rates + C. Diesel Fuel for product delivery. The minimum value of each term in the formula (A,B, and C) is zero. Charges assessed under the Agreement for increases in feedstock and electric power charges shall be calculated as follows:

$$\text{Energy Charge (EC, \$/mscf)} = 0.55(\text{NG}-5.00) + 45[0.05(\text{NG}/5.00) - 0.05] + 0.4[(\text{D}/3.50) - 1]$$

NG(Natural Gas) Sacramento = 1st of month PG&E CityGate NG rate as published in Natural Gas Intelligence, plus transportation and taxes (\$/MMBTU).

D (Diesel) = EIA (Energy Information Administration) = Most recent weekly retail on-highway diesel price as reported by the Dept. of Energy – in units of \$/gallon.

The Labor Index Charge (P): The Labor Index Charge contains the following formula terms:

$$P = P_o * [0.65 + 0.35*(\text{Lt}/\text{Lb})] + \text{EC}$$

Po	Base price in \$/mscf
P	Adjusted price in \$/mscf, current
Distribution and Production Labor (L)	Employment Cost Index for Total Compensation, Private Industry Workers, Manufacturing, Not Seasonally Adjusted, released quarterly by the U.S. Bureau of Labor Statistics.
Current Period (t)	The latest available 3 month average period immediately preceding the adjustment date.
Base period (b)	12 months average of calendar year 2021

In the event that publication of any of the above indexes is discontinued, Air Products and Buyer will select a mutually agreeable substitute.

- High Pressure Gaseous Product:** If Product is delivered in gaseous form by tube trailer, there will be a residual gaseous content remaining in the tube trailers used to deliver the Hydrogen when the pressure of the gaseous content of the tube trailer equals the working pressure of Buyer's gaseous distribution system. Buyer shall receive full credit for residual Hydrogen. The credit to be allowed for the residual shall be determined by the pressure and temperature in each of the tube trailers.
- Removal Pricing:** Buyer hereby agrees to pay to Air Products for the removal of the Equipment. Air Products will use Service Plus Rates.
- Technical Service Charge:** If technical services are requested by Buyer, Buyer shall pay for such services at Air Products' "Service Plus Rates" then in effect which can be found at <http://www.airproducts.com/serviceplus>. Any such Technical Service Charge is not, nor shall it be deemed to be, a price adjustment under the Agreement. Buyer acknowledges and agrees that Air Products' provision of technical consultation, advice, instruction or service, whether with or without compensation, is made solely in an advisory capacity and Buyer assumes full responsibility for making its own independent evaluation and deciding whether to go forward with any such Technical Services.

Dated: _____

ATTACHMENT 2

PROPOSAL and TECHNICAL DESCRIPTION

for RTC Hydrogen Fueling Station

Submitted to:
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY (“RTC”)

Submitted by:
Air Products

September 8, 2022
Version 0

1 OVERVIEW

This document conveys the scope of supply for the Reno, NV fueling station that Air Products (AP) proposes to Regional Transit (Customer). All proposals are based on AP specifications. Items identified as (optional) are available at additional price.

Notes:

Molecule Price: Please add the impact of vent losses to the overall operating expenses. The predicted vent losses are as follows:

Kgs/day	Predicted Vent Loss, %
100	15 to 20
200	12
400	5
600	4
800	3

2 AIR PRODUCTS RETAINS TITLE TO THE FOLLOWING EQUIPMENT:

Air Products equipment scope of supply is the following:

Quantity	Description
1	Cryogenic hydrogen tank, 18,000 gallons
1	Ambient air economizer vaporizer(s)

3 EQUIPMENT CAPABILITIES

Air Products will design the equipment within their scope of supply to the following specifications and standard

3.1 Hydrogen Demand*

Design daily usage:	Up to 125 kg/day nominal
Design fill quantity:	25 kg per fill (assumed average)
Fill protocols supported (communication & non-communication):	SAE J2601/2
Type of vehicle filled:	H2 fuel cell buses
Temperature control of hydrogen gas:	H35 chilled
Number of fills/hour:	5x 25kg fills/hour per H35 bus dispenser

*specifications assume the definition of “equipment” includes the equipment under the Sale of Equipment Agreement as well as the Hydrogen Supply Agreement.

3.2 Hydrogen Supply

Mode of supply: delivered liquid	Cryogenic Liquid Tanker
Storage vessel: on-site	Cryogenic Liquid Tank
Maximum allowable working pressure:	150 psig (1 MPag)
Total storage at operating pressure:	18,000 gallons (4,300 Kg)

3.3 Not Used

3.4 Not Used

3.5 Not Used

3.6 Not Used

3.7 Codes & Standards

The equipment provided by Air Products will be designed incorporating the latest edition of the following codes (where applicable) as of the date of this document:

- ASME boiler and pressure vessel code section VIII, appendix 22
- ASME B31.3 process piping code
- NFPA 70 national electric code
- NFPA 496 purged enclosures
- NFPA 497M classification of gases, vapors, dusts for electrical equipment in hazardous (classified) locations
- NFPA 2 hydrogen technologies code
- SAE J2600 (compressed hydrogen surface vehicle fueling connection devices)
- Station does not exceed SAE standards for buses (meets the requirements of J2601/2)
- SAE J2601/2 (heavy duty vehicle fueling protocol)
- SAE J2799 (FCEV to hydrogen station communication)

3.8 Aesthetics

The fueling station includes the following aesthetic features:

- The compressor skid will have no cladding and will be painted white per AP specifications.
- Unless otherwise specified, the standalone dispenser enclosure will be painted to AP's specifications.
- The storage vessels will not include cladding, will be open on all sides, and will be painted white per AP's specifications.
- Branding: standard AP decals and nameplate on dispenser enclosure.
- Canopy/walls: none

3.9 Shop Inspection

AP will perform a functional shop inspection of the fueling system that includes the following:

- Pressure/leak test using helium/nitrogen by pressurizing the system to 1.1x the maximum allowable working pressure and checking that the system holds the pressure for 10 minutes without decay.
- Soap check the mechanical components at various pressure level(s).
- Loop check of all electrical systems.
- Optional customer inspection available for additional fee.

4 UTILITIES

The fueling station requires the following utilities, which must be provided by Customer:

Description	Usage	Tie-Ins
Dedicated Electrical	480Volt, 3 phase, 60 Hertz, 30 amps (can be included in main 480V supply)	Liquid Hydrogen Tank

5 DELIVERABLES AND DESIGN SERVICES

This section lists the complete scope of documentation deliverables and design services that AP will provide to Customer for the equipment items within Air Products' scope of supply. Certain scope matters will be provided under the Sale of Equipment Agreement.

5.1 General Design

Description	AP	Customer
Site evaluation	X	
Equipment layout <ul style="list-style-type: none"> Classified areas will be identified Distance criteria will be identified 	X	
Process and instrument diagram (P&ID)	X	
Project schedule	X – equipment supply	X- overall project schedule
Equipment arrangements: <ul style="list-style-type: none"> Dimensional outline drawings with total weight Stub-up and tie-in points will be identified Operation/maintenance access requirements will be identified 	X	
Design safety assessment (i.e. HAZOP) per AP's standards and procedures (internal deliverable not provided to Customer)	X	
Design safety assessment per customer's standards and procedures	X- Participate (one project engineer will attend one session- attended remotely)	X - Lead
Emergency response plan	X- Provide general plan (not site specific)	X-Prepare site specific plan
Utility summary	X	
Factory acceptance test (FAT) procedure(s) and report(s)	X	
Operational readiness inspection (ORI) procedure(s)	X	
Material test reports (as applicable)	X	
Equipment manual(s)	X	

5.2 Civil/Structural

Description	AP	Customer
Site plot plan	X	
Soils analysis	X	
Site preparation design	X – if applicable	
Storm water drainage piping design	X	
Underground gravity drain piping design	X	
Landscaping		X – if applicable
Access roads and paving design		X – if applicable
Equipment drawings showing anchor bolt locations	X	

Detailed foundation design and drawings (designed to local conditions and codes)	X	
Buildings design		X – if applicable
Grout	X	

5.3 Piping Design

Description	AP	Customer
Piping specifications for interconnecting field piping	X	
Aboveground piping point to point drawing and line list	X	
Underground piping point to point drawing and line list	X	
Detailed piping design for field piping (isometric or other)	X	
Insulation schedule based on AP insulation specifications	X	
Pressure test system	X	
Pressure test log	X	

5.4 Instrumentation and Electrical Design

Description	AP	Customer
Electrical load list	X	
Panel schematics	X	
Electrical single line for power distribution		X
Certificates for electrical components as required	X	
Control shutdown table indicating which safety systems are hardwired and which are software	X	
Specifications and sizing for interconnecting wire, cable, and conduit	X	
Conduit point to point drawing	X	
Detailed conduit design	X	
Grounding design drawing per AP's specifications: <ul style="list-style-type: none"> Provide a 2/0 ground wire with 15' pigtail for grounding of equipment. Provide 3/4" diameter x 6' long ground rod - ITT Weaver type WB 3/4 or equivalent. Test using a Megger ground tester. Resistance must not exceed 5 ohms. The maximum vehicle resistance to dispenser ground should be less than 900 Megaohm. 	X	
Area lighting design drawing	X	
Building electrical system design		X – if applicable

5.5 Utilities Distribution System Design (Within Battery Limits)

Description	AP	Customer
Electrical power distribution design	X	
Cooling water distribution design	N/A	N/A
Potable water distribution design	N/A	N/A
Instrument gas distribution design	X	
Nitrogen distribution design	N/A	N/A
Process drain distribution design	N/A	N/A
Fire protection and detection design for AP equipment	X	
Integration of AP fire protection/detection with customer fire protection system		X

5.6 Miscellaneous Activities

Description	AP	Customer
State and local installation and operating permits	X	
Import licenses	N/A	N/A
Transportation of equipment and materials (within AP's scope of supply) from point of manufacturing and/or testing to site	X	
Shipping and customs clearance	N/A	N/A
Drawing approval by professional engineer (if required by permitting authority)	X	

6 DOCUMENTATION STRATEGY

All document content and form will be to the Air Products standard and shall be in United States English.

7 CONSTRUCTION AND SITE SERVICES

7.1 Site Requirements

A level and clear plot will be supplied by Customer that meets the requirements of NFPA. An all-weather road which will be kept clear and maintained year round will be provided by Customer. Any removal of subsurface obstructions will be provided by Customer. Relocation of underground piping, electric, will be by Customer. Any upgrades of existing equipment/materials to meet code criteria will be provided by Customer.

7.2 Construction Materials and Services

7.3 Civil Scope Items

Description	AP	Customer
Foundations and pads: <ul style="list-style-type: none"> Air Products requires a minimum of two weeks cure time on all foundation pours. Equipment cannot be set on foundations with cure times less than two weeks without prior approval by the responsible AP Engineer. This includes any cast-in anchor bolts 	X	
Provide a level tank foundation and equipment foundation as per specifications agreed to with AP. If equipment foundation is not sufficiently level, then level all equipment with shim stock and provide grouting.	X	
Provide suitable and obstruction free area for crane to rig and set equipment. If the distance between the center pin of the crane and the center of lift exceeds 35', additional charges will be assessed.	X	
Underground trench(es): <ul style="list-style-type: none"> Excavation prior to running piping and conduit Backfill/paving upon completion of piping/conduit installation 	X	
3 rd party inspection for anchor bolts	X – if applicable	
Buildings		X – if applicable
Fencing, protective posts (crash bollards)	X	

Signage- NFPA code-specific	X	
Signage- site-specific		X
Canopies		X – if applicable
Walls	X	
Concrete piers for horizontal liquid tanks and sliding plate	X	
Pad lighting for nighttime deliveries and AP equipment maintenance	X	

7.4 Instrumentation and Electrical Scope Items

Description	AP	Customer
Supply and install wire/conduits To AP supplied equipment panel(s) • AP to provide stub-up locations	X	
Supply and install wire/conduits from AP supplied fire protection/detection devices to customer fire protection system	X	
Perform final hookups/terminations at AP supplied equipment panel(s) with AP guidance	X	
Supply and install adequate lighting for installation vicinity	X	
Supply and install grounding grid, rods, and wire and connect to AP equipment	X	

7.5 Mechanical Scope Items

Description	AP	Customer
Rig, set, level, and anchor AP supplied equipment exclusively and supply required anchor bolts (if drill-in anchor bolts are used) and shim stock	X	
Provide hoists/crane, including equipment operation	X	
Supply above-ground field piping materials, insulation, and supports	X	
Install above-ground field piping	X	
Supply underground piping materials and insulation	X	
Install underground field piping	X	
Pressure test/leak test field installed piping	X	
Supply and install instrument air/N2 header to equipment and dispensers	X	

7.6 Other Construction Scope Items

Description	AP	Customer
Supply lubrication oils for installation	X	
Provide special tools for installation of cone & thread tubing	X	
Supply welding consumables	X- if applicable	
Provide site specific safety training for on-site personnel and contractors in accordance with OSHA guidelines (not to exceed 2 hours)		X
Provide construction supervision of assembly, installation, and erection of the equipment and materials within the AP's scope of supply.	X	
Provide site security during construction		X

7.7 Start-up and Commissioning

Air Products' will provide qualified personnel for commission and start-up services for the equipment within their scope of supply, including:

- Perform operational readiness inspection (ORI)
- Perform functional site test
- Perform first fill of a vehicle (if vehicles are available at the time of commissioning)
- Operator training (one day)

Air Products will provide start-up/commissioning spares required for the above (unused parts will be the property of Air Products).

8 OPTIONS

The items listed below are excluded from APs' scope of supply and price but can be added upon request by Customer and will be charged to Customer.

- Remote start
- Spare parts in excess of Air Products standard practice
- Data collection/archiving

8.1 Spare Parts

Preventative maintenance/wearable spares are the responsibility of Air Products for own/operate contracts. Spares in excess of standard practice are available as an option.

- NFPA2 equipment
- Compressor spare parts
- Dispenser spare parts

The following list of parts, if supplied with initial station installation, are subject to wear and possible misuse, and as such, are replaceable at customer's expense.

- Dispenser fueling nozzle
- Dispenser fueling hose
- Dispenser fueling breakaway

9 SCOPE CHANGES

Any changes to this scope of work will constitute a scope change. Air Products will use Service Plus Rates. The following are a few examples of scope changes:

- Requests for deliverables not specifically listed in this proposal or for AP to complete deliverable listed as Customer's responsibility.
- Required trips not directly specified in this scope of work or that exceed the duration as listed in this scope of work.
- Addition to AP's scope of supply or any of the options listed in section 8.
- Onstream date delayed beyond agreed upon installation date at time of order.
- If any customer scope items are not completed prior to the agreed upon installation date and AP needs to make a return visit(s) to complete the installation.
- Any special site conditions or requirements not specifically listed in this document will be a change in original scope. These include, but are not limited to, building or zoning codes and restrictions, height, noise, or delivery restrictions, corrosive atmospheres, special materials of construction, emergency shutoff requirements, special instrumentation or control, sampling or analytical services, painting or color specifications, reserve supply requirements, details of existing concrete foundations, temporary supply requirements, requirements for excess flow or earthquake valves, soil bearing capacity, special design requirements, requirements for union labor, special cleaning requirements, special piping codes such as ANSI, special installation or maintenance procedures, or special site restrictions.

END OF DOCUMENT

ATTACHMENT 3 - FEDERAL CLAUSES

SAMPLE

REQUIRED CLAUSES

I. Supplemental Clauses

1 - CONTRACTOR STATUS

Air Products and Chemicals Inc. (hereinafter the "Contractor") is a third party contractor and not a subrecipient for purposes of FTA funding.

2 - FIRM FIXED PRICE CONTRACT

Regional Transportation Commission of Washoe County ("RTC") and Contractor acknowledge and agree that (1) the Hydrogen Supply Agreement, (2) the Sale of Equipment Agreement, and (3) Maintenance Service Agreement between Contractor and RTC (each, an "Agreement" and collectively, the "Definitive Agreements") are firm fixed price contracts.

3 - PRICE REASONABLENESS

Equipment, services, and product offered in the Definitive Agreements meet the definition of Commercial Products and Services pursuant to the Federal Acquisition Regulations (FAR) 2.101. RTC has determined that Contractor's prices are reasonable. As such, Contractor is not required to comply with the Contract Cost Principles and Procedures, 48 CFR, Chapter 1, Part 31 (FAR) and Federal procedures in accordance with 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 49 CFR Part 18, FTA's Common Grant Rules, except where Air Products expressly agrees to submit costs.

II. FTA Required Clauses

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200 for purposes of supporting price reasonableness. This access includes timely and reasonable access to personnel for interviews and discussions related to the records.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

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

Per Clause 1 above, the Contractor is a third party contractor and not a subrecipient of FTA funding. To the extent such provisions as written in the FTA Master Agreement (Form FTA MA (2) dated February 9, 2021) are directly applicable to third party contractors, the Contractor shall comply if not in conflict with any other provision of the Definitive Agreements. Contractor is not obligated to comply with any provisions which are only applicable to RTC (i.e., as the recipient) or any subrecipient.

5 - CIVIL RIGHTS LAWS AND REGULATIONS

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

- A. Nondiscrimination in Federal Public Transportation Programs:
Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent

consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

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

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and

terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

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

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

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

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

6 - INCORPORATION OF FTA TERMS

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

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

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

8 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or

- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person

has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

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

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

- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

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

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

12 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

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

Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

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

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

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

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

17 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-CONSTRUCTION

- A. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- B. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by this clause.
- C. The Federal Transit Administration shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

- D. In any subcontracts, Contractor and its subcontractors shall insert the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Agreement.

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

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

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

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

20 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, “international air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence

of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

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

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

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

22 - FEDERAL MOTOR CARRIER SAFETY

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

SAMPLE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20 that: The undersigned Contractor certifies, to the best of his or her knowledge and belief,

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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

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

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

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

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron or manufactured products.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

AFFIDAVIT OF NON-COLLUSION

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

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

Firm Name: _____

Signed: _____

Print: _____

Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Christian Schonlau, Director of Finance/CFO

RECOMMENDED ACTION

Approve contract with Trifox, LLC for Certified Payroll, Prevailing Wage, Apprenticeship Utilization Act, and Davis Bacon Compliance January 1, 2023 through December 31, 2026.

BACKGROUND AND DISCUSSION

See Attachment A for background and discussion.

FISCAL IMPACT

Not to exceed amount of \$64,080 funded in FY 2023 budget. 3% annual increase to not to exceed amount will be budgeted in future years.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

AGREEMENT FOR GOODS AND SERVICES

FOR CERTIFIED PAYROLL AND DAVIS BACON COMPLIANCE

This agreement (“Agreement”) is dated and effective as of January 1, 2023, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Trifox, LLC (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on December 31, 2026.
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A.
3. **Time for Performance.** The work shall be completed pursuant to the schedule of deliverables attached as Exhibit A.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed \$268,087, pursuant to the pricing and fee schedule attached as Exhibit B. Contractor will invoice for services upon completion.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
6. **Invoices/Payment.** Contractor shall submit invoices to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
7. **Legal/Regulatory Compliance.**
 - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
 - b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

8. Insurance. Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

9. Indemnification. Contractor's obligations are set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

10. Termination.

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

11. Rights, Remedies and Disputes

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

12. Ownership of Work. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by Contractor in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

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

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

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

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

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

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

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

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

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

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

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

TRIFOX, LLC

BY: _____
Pam Fox, CB, Managing Member

Exhibit A

Scope of Services

Prevailing Wage

- Run Late Reports on the 16th of each month (or next business day if the 15th falls on a weekend or holiday)

Note: Prevailing wage is due on the 15th of each month for the prior month.

- Contact all prime contractors regarding any late CPR report and track these until there is compliance or if needed, summarize the issue and send to RTC to determine if this should be submitted to the Labor Commissioner for late fees and penalties.

Davis Bacon

- Run Late Reports weekly

Note: Davis Bacon CPRs are due 7 days after the pay date and are checked weekly.

- Contact all prime contractors regarding any late CPR report and track these until there is compliance or if needed, summarize the issue and send to RTC to determine if this should be submitted to the Labor Commissioner for late fees and penalties.

Tasks Related to both Davis Bacon & Prevailing Wage Projects

- Setup new projects in LCP Tracker.
- Respond to all emails within five days of original email.
- Approve Apprentices in LCP Tracker, including review of Apprentice Listing from the Labor Commissioner's website and the secondary document(s) provided by the contractor to ensure it matches the apprentice information listed in LCP Tracker. These are completed on an as-needed basis.
- Review uploaded fringe benefit agreements to ensure they are uploaded, and that they are properly completed for each sub and prime.
- Complete changes to LCP Tracker database, as needed.
- Keep a detailed file for each project. All documentation will be saved electronically. At the close of the project, the folder will be uploaded into the RTC cloud-based storage areas. The documents will be kept electronically as .pdfs and will consist of all pertinent project paperwork, including project setup and closure, notes, CPR late reports and logs, and SB 207 waivers (when provided). The email retention consists of electronic storage in a .pdf format by project. Note: The electronic storage will begin on January 1, 2022. Projects opened prior to that time will be a project file, which is the system up to December 31, 2021. Paper files will be

sent to the RTC retention storage area with a retention of seven (7) years.

- Prepare various reports as requested by RTC (such as a class wage and hour report, etc.). This includes reports at the close of each project related to SB 207.
- Complete CPR reports for unions or other entities as requested and approved by RTC.
- Complete job walk comparison to LCP Tracker reports, when required.
- Assist with audits of any type as requested by RTC.
- Update wage databases in LCP Tracker. Both Davis Bacon and Prevailing Wage sites are checked monthly for changes and updated when needed.
- Review the back-end security setup of LCP Tracker on an annual basis or whenever significant updates to LCP Tracker are completed. Changes are approved by RTC before implementing.

Exhibit B

Description	Year	Hours	Billing Rate	Total
Direct Labor	2023	801	80.00	\$ 64,080.00
Direct Labor	*2024	801	82.40	\$ 66,002.40
Direct Labor	*2025	801	84.87	\$ 67,980.87
Direct Labor	*2026	801	87.42	\$ 70,023.42
Total Not-to-Exceed amount				\$ 268,086.69
Not-to-Exceed billing rate is a fully loaded rate inclusive of all indirect expenses (overhead) and fee.				
*Billing rate annual increase is based on a projected average of 3% Cost of Living Index. To be adjusted when it is established each year.				

Exhibit C

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against

loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

15. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Daniel Doenges, Director of Planning

RECOMMENDED ACTION

Acknowledge receipt of a report regarding the Critical Urban Freight Corridor (CUFC) designation in Washoe County.

BACKGROUND AND DISCUSSION

The Nevada Department of Transportation (NDOT) is in the process of updating the Critical Urban Freight Corridor (CUFC) designations as a component to the Nevada State Freight Plan. The CUFC is defined by the Federal Highway Administration (FHWA) as public roads in urbanized areas which provide access and connection to the Primary Highway Freight System (PHFS) and the Interstate with other ports, public transportation facilities, or other intermodal transportation facilities. The PHFS is a network of highways identified as the most critical highway portions of the U.S. freight transportation system determined by measurable and objective national data. The Bipartisan Infrastructure Law (BIL) increases the maximum number of miles of highway that a State may designate as critical rural freight corridors, and Nevada has received an additional 75 miles as a result, for a total of 150 miles.

The purpose of these designations is to improve the efficient movement of freight and to support the following national goals:

- investing in infrastructure and operational improvements that strengthen economic competitiveness, reduce congestion, reduce the cost of freight transportation, improve reliability, and increase productivity;
- improving the safety, security, efficiency, and resiliency of freight transportation in rural and urban areas;
- improving the state of good repair of the network;
- using innovation and advanced technology to improve safety, efficiency, and reliability;
- improving the efficiency and productivity of the network;
- improving State flexibility to support multi-State corridor planning and address highway freight connectivity; and reducing the environmental impacts of freight movement on the network.

Although the CUFC designation does not ensure additional funding to our region, it can help support and strengthen grant applications for federal funds for projects on these facilities and provide additional justification for needed improvements. There are approximately 32 miles of CUFC designated roads currently in Washoe County. Staff will present potential changes to the CUFC network based on discussion and collaboration with NDOT and local jurisdictions.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Bill Thomas, Executive Director

RECOMMENDED ACTION

Executive Director Report. 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: 11/17/2022

From: Bill Thomas, Executive Director

RECOMMENDED ACTION

Federal Report. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Manager on federal matters related to the RTC - *no action will be taken on this item.*

BACKGROUND AND DISCUSSION

Written report prepared by Cardinal Infrastructure.

Monthly Federal Update for the Regional Transportation Commission of Washoe County

Prepared by Cardinal Infrastructure

Prepared November 9th, 2022

Congressional Update

Avoiding a shutdown will be at the top of lawmakers' agenda, as government funding is set to run out on Dec. 16. Four weeks to strike a funding deal: When Congress returns to the Capitol Building next week, lawmakers will have just four weeks to cement a government funding deal that boosts federal agency budgets in the new fiscal year and averts a shutdown on Dec. 16.

Much will hinge on the midterms and which party is set to control the House and Senate in 2023. But for now, congressional leaders and appropriators seem willing to strike a funding agreement that allows the 118th Congress to start with a clean slate in January.

The so-called omnibus, or **12-bill appropriations package**, would be the biggest piece of bipartisan legislation to pass before lawmakers break for the holidays, with the highest stakes. Expect lawmakers to duke it out in the coming weeks over funding levels and what will hitch a ride on the package, including another round of Ukraine aid and hurricane relief.

Democrats will almost certainly push for long-stalled **Covid-19 and monkeypox aid**, in addition to a revival of the expired Child Tax Credit enhancement. Republicans want to revive a tax benefit for businesses that allowed them to immediately write off their research expenses.

Lawmakers are also eyeing a host of **health-related riders**, including a health insurance fix for Puerto Rico when a Medicaid funding boost expires at the end of the year and provisions to overhaul how the FDA regulates dietary supplements and cosmetics.

House and Senate Armed Services leaders are on the hook to finalize **defense policy legislation** and get to the president's desk before the end of the year.

Expect Democrats to try and resurrect efforts to update **energy permitting** rules, but don't expect Republicans to play ball if they win control of either chamber.

Battle lines have already been drawn in the lame duck over two **tax provisions**: An R&D tax credit that benefits big defense contractors, a priority for Republicans, and the Child Tax Credit that the Democrats are insisting be reimplemented.

On the **transportation** front, lawmakers may still need to step in if railroad workers vote to strike this month after their cooling-off period ends. They're expected to vote to extend the cooling-off period, which forbids strikes and other work actions or impose the recommendations of a presidentially appointed emergency board, which the Class 1 Railroads are hoping for.

Intergovernmental Concerns with Financial Reporting Bill

Route Fifty [covers](#) the concerns of state and local governments in response to the Financial Data Transparency Act of 2022 (S. 4295), a bill that would impose new standardization requirements for how public entities share financial data. There are hopes of attaching the bill to the Senate version of the must-pass end-of-year defense bill known as the National Defense Authorization Act (NDAA) (S.4543). This bill seeks to modernize regulatory financial reporting, reduce deficiencies in the reporting process, and establish open and universal standardized data reporting requirements for "smaller regulated entities." Those regulated entities would include states, counties, and cities, as well as water systems, public utility providers, hospitals, and other types of issuers.

The Municipal Securities Rulemaking Board (MSRB) would be required to establish new data standards for units of state and local government by 2027. Intergovernmental organizations are concerned that the legislation would impose an unfunded mandate on state and local governments and special district governments. The National League of Cities (NLC), U.S. Conference of Mayors (USCM), National Association of Counties (NACo), and the Government Finance Officers Association (GFOA) sent a letter to lawmakers articulating their concerns about costs and administrative burdens, particularly for smaller jurisdictions with limited capacity.

The House has already included the Financial Data Transparency Act of 2021 (H.R. 2989) in its version of the NDAA (H.R. 7900). Meanwhile, the Senate Armed Services Committee is currently considering amendments to the NDAA. The full chamber will likely consider the package upon its return to Washington, DC following the midterm elections in November at earliest.

Department of Energy Regional Clean Hydrogen Hubs Program

As part of the Bipartisan Infrastructure Law, the Department of Energy received \$7 billion to establish the [Regional Clean Hydrogen Hubs program](#), or H2Hubs, which will fund six to 10 regional clean hydrogen hubs across America. Added onto this pool of money for Hydrogen was provisions in the Inflation Reduction Act – which created a clean [hydrogen production](#) tax credit and enacted big changes in [carbon capture tax credits](#).

There are currently 5 memorandum of understandings in place ([CO-NM-UT-WY](#)) ([LA-OK-AR](#)) ([MN-MT-ND-WI](#)) ([MN-WI-IL-IN-KY-MI-OH](#)) ([CT-MA-NY-NJ](#)) with both [PA](#) and [GA](#) expressing their interest in the program.

Buy America Update

FTA has amended the language in their Master Agreements to include the domestic preference requirements established in the Bipartisan Infrastructure Law. FTA Administrator, Nuria Fernandez, sent out a Dear Colleague letter to transit agencies advising them on how to proceed with the new regulations. Any questions should be directed to your FTA regional office. There is a proposed waiver for “de minimis costs, small grants, and minor components” that would waive Buy America preferences under an award for which: the total value of the non-compliant products is no more than \$1,000,000 or 5% of the total allowable costs; the size of the award is below \$500,000; or the non-domestically produced minor components comprise no more than 5 percent of the total material cost. The deadline to submit comments is 11/20/2022.

White House Infrastructure Summit

The White House held the “Accelerating Infrastructure Summit.” Mitch Landrieu, White House Infrastructure coordinator, opened the Summit with his remarks on the Biden Administration’s historic infrastructure investment and how they plan to deliver projects on time, on task and on budget. “On time, on task, and on budget” was the theme throughout the Summit. Sec. Buttigieg started by highlighting the need for strong federal/state partnerships, as 90% of all IJIA infrastructure projects will be filled by state and local governments. He mentioned 4 common roadblocks to successful delivery of infrastructure projects: lack of data, lack of technology, and a need for greater organizational capacity. Sec. Buttigieg stressed the importance of early community engagement to help speed up a project timeline, citing several projects that have had timelines derailed and costs escalated due to community pushback. He also spotlighted the USDOT’s recent launch of the project delivery Center of Excellence and the newest iteration of the Federal Highway System’s “Every Day Counts” program.

APTA Cybersecurity Webinar

APTA’s procurement and supply chain committee recently hosted a webinar in which Scott Belcher, President & CEO of SFB consulting presented on the Mineta Transportation Institute’s [report](#) of transit cybersecurity. In a survey 1/3 of the APTA transit agency members, 22% responded that they had suffered a cybersecurity incident, which is inconsistent with 82% of global industries saying they have suffered a cyber security incident. Around 40% of transit agencies do not have a cybersecurity policy, with 43% saying they don’t have the resources to enact a cybersecurity plan.

Some key findings from the study were how important cyber literacy is to getting the RFP process right— agencies should look to larger transit agencies like the [Houston Metro](#) for ideas on how to develop that plan. Technology updates are outpacing hardware replacement—transit agencies rarely have the funding in place to purchase hardware agreements. As a result, vendors don't have much incentive to produce them. Also mentioned here was the need to differentiate between security and risk. Agencies need to factor cybersecurity into overall risk management plans, as it should be as important as rider or operator safety.

Agencies should expect more action on cybersecurity at the federal level in the future, as increase in defense procurement will result in increases in civilian procurement. For more guidance, the FTA has developed new cybersecurity resources for transit agencies on their [website](#).

Guide for Public Involvement

The U.S. Department of Transportation released its Promising Practices for Meaningful Public Involvement in Transportation Decision-Making document, a first-of-its-kind guide for DOT funding recipients and partners that conduct public involvement in the transportation space.

Meaningful public involvement from the beginning has the potential to help projects come to life better, faster and more thoroughly suited to the communities they benefit and impact. To identify obstacles to the full representation of all affected communities, the Department collected information from multiple sources, including transportation stakeholders and communities, to identify obstacles to inclusion in the transportation decision-making process and how to address them. Challenges identified include the use of one-size-fits-all strategies and the lack of accountability for acting on community inputs.

As the Department updates regulations and orders under related authorities, such as Title VI of the Civil Rights Act of 1964 and the National Environmental Policy Act of 1969, this guide will help provide a common understanding of meaningful and effective public involvement practices.

Grants

The U.S. Department of Transportation released information about its Thriving Communities Program. The program is part of an ongoing effort by the Biden-Harris Administration to ensure that state, local, Tribal and territorial governments large and small have the tools needed to access federal funding for projects serving their communities.

The Thriving Communities program will provide two years of intensive technical assistance to under-resourced and disadvantaged communities to build upon their existing expertise to identify, develop and deliver transportation and community revitalization activities. Capacity builders funded through Thriving Communities will help selected communities in a variety of activities from preparing application materials or predevelopment activities to deploying innovative community engagement, workforce development and clean technology strategies. There is no cost for communities to receive support through the program.

The NOFO will provide funding for organizations to provide technical assistance, planning and capacity building support to recipients under the Thriving Communities Program. Capacity builders are invited to apply individually or as a team and may include non-profits, state, local or Tribal governments or philanthropies. In addition to the NOFO, the Department has a fact sheet for interested capacity builder applicants here. The NOFO will be open until November 22, 2022.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2022

From: Kristina Swallow, Director of NDOT

RECOMMENDED ACTION

NDOT Report. Monthly verbal update/messages from NDOT Deputy Director Darin Tedford - *no action will be taken on this item.*