



**LOCATION:**

*Meeting via teleconference/Zoom only pursuant to NRS 241.023 and Emergency Directive 006.*

**DATE** Nov. 20, 2020

**TIME** 9:00 a.m.

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

*Meeting via teleconference/Zoom only pursuant to NRS 241.023 and Emergency Directive 006.*

*The meeting may be viewed live on RTC's YouTube channel at:*

*[bit.ly/RTCWashoeYouTube](https://bit.ly/RTCWashoeYouTube)*

**PUBLIC NOTICE**

I. Pursuant to Section 1 of Governor Steve Sisolak's Declaration of Emergency Directive 006 ("Directive 006"), the requirement contained in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate has been suspended. Pursuant to Section 3 of Directive 006, the requirements contained in NRS 241.020(4)(a) that public notice agendas be posted at physical locations within the State of Nevada has likewise been suspended. Pursuant to Section 5 of Directive 006, the requirement contained in NRS 241.020(3)(c) that physical locations be available for the public to receive supporting material for public meetings has been suspended.

II. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Item 2. Individuals providing public input will be limited to three minutes. Members of the public may provide public comment and also comment on Agenda Items without being physically present at the meeting by submitting their comments via online Public Comment Form (<https://www.rtcwashoe.com/about/contact/contact-form/>), or by emailing their comments to: [rtcpubliccomments@rtcwashoe.com](mailto:rtcpubliccomments@rtcwashoe.com). Public commenters may also leave a voicemail at (775) 335-0018. *Comments received prior to 4:00 p.m. on November 19, 2020, will be entered into the record.*

III. 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.

IV. To access the supporting materials for the meeting, please click here: [Meeting Materials](#). In addition, a member of the public may request supporting materials electronically from Denise Thompson at the following email address: [dthompson@rtcwashoe.com](mailto:dthompson@rtcwashoe.com).

V. The RTC appreciates the public's patience and understanding during these difficult and challenging circumstances

**\*\*ROLL CALL\*\***

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**SPECIAL PRESENTATIONS:**

- Nevada Legislative Update – Mike Hillerby
- I-80 Corridor Study Update – Sondra Rosenberg

**1. APPROVAL OF AGENDA** *(For Possible Action)*

**2. PUBLIC INPUT**

*Public Input received prior to 4:00pm November 19<sup>th</sup> will be added to the record for this meeting. No live comment will be heard during the meeting. See paragraph II above*

**3. CONSENT ITEMS**

*Minutes*

- 3.1 Approve the minutes of the September 18, 2020, meeting *(For Possible Action)*

- 3.2 Approve the minutes of the October 16, 2020, meeting *(For Possible Action)*

*Engineering*

- 3.3 Acknowledge receipt of the monthly Engineering Activity Report *(For Possible Action)*
- 3.4 Approve the proposed New Projects for the FY 2022 Program of Projects (POP) *(For Possible Action)*
- 3.5 Acknowledge receipt of information regarding an automatic annual increase of 2.38% to the Regional Road Impact Fees as allowed by NRS 278B.225 and required by ordinances adopted by Washoe County, the City of Reno and the City of Sparks *(For Possible Action)*

*Public Transportation/Operations*

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

*Planning*

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

*Administration*

- 3.9 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 3.10 Approve amendments to RTC Management Policy P-13 – Procurement, Contracting and Contract Administration and Policy P-57 – Settlement Authority *(For Possible Action)*
- 3.11 Approve addition of new language to RTC Personnel Rules: Lead Designation and Pay, and approve modification to RTC Management Policy Anti-Harassment (P-3) *(For Possible Action)*
- 3.12 Acknowledge receipt of Agency Key Performance Indicators *(For Possible Action)*

*Procurement and Contracts*

- 3.13 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Jacobs Engineering Group, Inc. (Jacobs) for the final design of the US 395 / Lemmon Drive Interchange related to the Lemmon Drive Project in the amount of \$519,515 for a new not to exceed amount of \$3,181,447; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*
- 3.14 Approve Amendment No. 4 to the existing Professional Services Agreement (PSA) between the RTC and Headway Transportation, LLC (Headway) for the design of the North Valleys Phase 3B Project in the amount of \$35,760 for a new not to exceed amount of \$841,840; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*
- 3.15 Approve a Professional Services Agreement (PSA) with Lumos and Associates, Inc. to provide design and optional engineering during construction services for the Kings Row – Wyoming Avenue to McCarran Boulevard (Kings Row Phase 2) Rehabilitation Project in an amount not to exceed \$604,640; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.16 Approve a Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C. for design services and optional engineering during construction for the Reno Consolidated 22-01 Project in an amount not to exceed \$757,455; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.17 Approve final Change Order No. 12 (CO 12) increasing the total amount of the construction agreement between the RTC and Granite Construction, Inc. (Granite) for the Southeast Connector Phase 2 Project, by \$2,613,563.48 for a new total amount of \$159,201,819.69; authorize the RTC Executive Director to execute CO 12 *(For Possible Action)*

- 3.18 Approve a Settlement Agreement with Granite Construction Co. to settle all claims in *Granite Construction Co. v. Regional Transportation Commission of Washoe County* and to close-out the Agreement for Construction Work for Phase 2 of the Southeast Connector Project; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.19 Approve an agreement with H&K Architects for the design and development of bid specifications and plans for the remodel of the first floor Terminal Way office building multipurpose room in an amount not-to-exceed \$61,830; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.20 Approve the agreement with Kaempfer Crowell, Ltd. for supplemental lobbying services on behalf of the RTC in the amount of \$65,000; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

*Inter-Agency Agreements*

- 3.21 Authorize the RTC Executive Director to execute the Fiscal Year (FY) 2022 Street and Highway Program Interlocal Cooperative Agreement (ICA) between Washoe County, City of Reno and the RTC (*For Possible Action*)
- 3.22 Authorize the RTC Executive Director to execute the Fiscal Year (FY) 2022 Street and Highway Program Interlocal Cooperative Agreement (ICA) between Washoe County, City of Sparks and the RTC (*For Possible Action*)
- 3.23 Approve the Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation (NDOT) for the design and construction of the US 395 / Lemmon Drive Interchange as part of the Lemmon Drive Project; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.24 Authorize the RTC Executive Director to sign a Memorandum of Understanding (MOU) between the RTC and the Washoe County Health District (WCHD) to allow the creation of a Point of Dispensing plan to work cooperatively in the event of a widespread health emergency (*For Possible Action*)
- 3.25 Approve the Cooperative Agreement with the State of Nevada, Nevada Department of Transportation (NDOT) for funding of the McCarran Boulevard Corridor Study; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

*Request for Proposals (RFPs)*

- 3.26 Authorize a Request for Proposals (RFP) for the selection of Professional Services for the 2022-2026 Transit Optimization Plan (TOP) (*For Possible Action*)
- 3.27 Authorize the procurement of Construction Management Services for the Lemmon Drive Segment 1 Widening Project (*For Possible Action*)

**~END OF CONSENT AGENDA~**

**4. PUBLIC HEARINGS**

- 4.1 **Public hearing - no earlier than 9:05 a.m. Time Certain:**  
Discussion and recommendation to approve the approve the resolution adopting Amendment No. 3 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process (*For Possible Action*)
  - 1. Staff presentation
  - 2. Public input
  - 3. Recommendation to approve the resolution adopting Amendment No. 3 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process

**4.2 Public hearing - no earlier than 9:10 a.m. Time Certain:**

Conduct a public hearing pursuant to NRS 277.050 to provide an opportunity for the public to object to the sale of five remnant parcels no longer needed for the Virginia Street Bus RAPID Transit Extension Project (APN 007-183-11; APN 007-183-12; APN 007-183-13; APN 007-183-18; APN 007-183-19) to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno; adopt a resolution approving a purchase and sale agreement (*For Possible Action*)

1. Staff presentation
2. Public input
3. Recommendation to adopt a resolution approving a purchase and sale agreement

**5. METROPOLITAN PLANNING ORGANIZATION (MPO)**

- 5.1 Receive a report on the 2050 Regional Transportation Plan (RTP) and provide direction accordingly (*For Possible Action*)

**6. DIRECTOR REPORTS**

- 6.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*
- 6.2 **FEDERAL REPORT** - *no action required*
- 6.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

**7. PUBLIC INPUT**

*Public Input received prior to 4:00pm November 19<sup>th</sup> will be added to the record for this meeting. No live comment will be heard during the meeting. See paragraph II above*

**8. MEMBER ITEMS**

**9. ADJOURNMENT** (*For Possible Action*)

Pursuant to Section 3 of Directive 006, the requirements contained in NRS 241.020(4)(a) that public notice agendas be posted at physical locations within the State of Nevada has likewise been suspended. Current posting locations:

RTC website: [www.rtcwashoe.com](http://www.rtcwashoe.com), State website: <https://notice.nv.gov/>





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 2**

**TO:** Regional Transportation Commission

A handwritten signature in black ink, appearing to be "Bill Thomas", is written over a horizontal line.

**FROM:** Bill Thomas, AICP  
Executive Director

**SUBJECT: Public Input**

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the “comment” card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.

**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**9:04 A.M.**

**Date September 18, 2020**

**PRESENT:**

**Bob Lucey, Washoe County Commissioner, Chairman  
Neoma Jardon, Reno City Council Member, Vice Chair  
Vaughn Hartung, Washoe County Commissioner  
Oscar Delgado, Reno City Council Member  
Charlene Bybee, Sparks City Council Member (Alternate)**

**Bill Thomas, RTC Executive Director  
Dale Ferguson, Legal Counsel  
Kristina Swallow, Director of NDOT**

**NOT PRESENT:**

**Kristopher Dahir, Sparks City Council Member**

The regular monthly meeting, held via Zoom, was called to order by Chairman Lucey. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

***Item 1 APPROVAL OF AGENDA***

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

***Item 2.1 PUBLIC INPUT***

Chairman Lucey 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 2.2 ADVISORY COMMITTEES SUMMARY REPORT***

On motion of Commissioner Hartung, seconded by Commissioner Bybee, which motion unanimously carried, Chairman Lucey ordered that receipt of the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees be acknowledged.

***Item 3.1 thru 3.17 CONSENT ITEMS***

***Minutes***

- 3.1 Approve the minutes of the August 20, 2020, meeting (*For Possible Action*)**

On motion of Vice Chair Jardon, seconded by Commissioner Hartung, which motion carried 4-1 with Commissioner Bybee abstaining, Chairman Lucey ordered that Consent Item 3.1 be approved.

***Engineering***

- 3.2 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)**
- 3.3 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report (*For Possible Action*)**
- 3.4 Acknowledge receipt of the Lemmon Valley project monthly progress report (*For Possible Action*)**

***Public Transportation/Operations***

- 3.5 Acknowledge receipt of the monthly Public Transportation/Operations Report (*For Possible Action*)**
- 3.6 Approve the establishment of transit performance standards for RTC's microtransit (FlexRIDE) services (*For Possible Action*)**

***Planning***

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

***Administration***

- 3.8 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)**
- 3.9 Approve addition of new language to RTC Personnel Rules: Open Communication; Solicitation Prohibited; Employee Bulletin Board; Use of Tobacco or Smoking Products; Outside Employment; Discipline; Computer Purchase Program and Anonymous Reporting System. Approve modification to Personnel Rules 3.9 Corrective Procedure and 3.10 Appeals. Approve the deletion of RTC Management Policies: Employee Open Door (P-8); Complaints and Commendations (P-9); No Solicitation (P-10); No Smoking (P-19); Disciplinary Action (P-23); Computer Purchase Program (P-39) and Anonymous Reporting (P-47). Approve modification to RTC Management Policy Employee Telecommuting (P-41) (*For Possible Action*)**

***Procurement and Contracts***

- 3.10 Approve a Professional Services Agreement (PSA) with HDR Engineering Inc. in an amount not to exceed \$82,498.00 for consulting services on the Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**

- 3.11 Approve the agreement with Spare Labs Inc. in an amount not-to-exceed \$99,000 to provide microtransit software services; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.12 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Headway Transportation, LLC (Headway) for the design of the Center Street Cycle Track Project in the amount of \$2,937,450 for a new not to exceed amount of \$3,033,400; authorize the RTC Executive Director to execute the amendment (*For Possible Action*)
- 3.13 Approve Change Order (CO) No. 18 in the amount of \$10,707 for changes to the project scope associated with removing minor paving scope, adjusting loading zone related signage, changes to the irrigation system at the North Virginia Street roundabout, and clarification to the risk register on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 18 (*For Possible Action*)

#### *Inter-Agency Agreements*

- 3.14 Approve the subrecipient agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno for management of the Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation project; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.15 Approve the Property Acceptance Agreement between the RTC and University of Nevada, Reno which provides terms to the completion of monument located within the center of the roundabout constructed as part of the Virginia Street Bus RAPID Transit Extension Project that will ultimately be owned and maintained by the University; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.16 Approve a Cooperative Agreement in the amount of \$150,000 with the UNR Civil Engineering Department for the UNR Pavement/Materials Program; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

#### *Right-of-Way*

- 3.17 Approve the attached Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a permanent easement on the parcel known as APN 012-341-28 from James Paul Nuss and Kristine H. Nuss, Trustees of The Nuss Family Trust dated 04.21.2017 as to an undivided 25% interest, and Kristine H. Nuss, a married woman as her sole and separate property as to an undivided 75% interest., necessary to construct the TE Spot 9, Package 2 Project (*For Possible Action*)

On motion of Vice Chair Jardon, seconded by Commissioner Bybee, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.2 through 3.17 be approved.

**Item 4 PUBLIC HEARING - no earlier than 9:05 a.m. Time Certain:**

**4.1 Recommendation to approve the January 2021 RTC RIDE Service Adjustment, currently scheduled for January 2, 2021, including extension of the RTC RAPID-Virginia Line to the University of Nevada, Reno (UNR), elimination of the UNR-Midtown Direct temporary route, and miscellaneous time adjustments (For Possible Action)**

Mr. Jim Gee, RTC Service Planning/Innovation Manager, addressed the Board to provide a presentation on the planned RIDE service adjustments as set forth in the briefing materials for this agenda item.

Vice Chair Jardon commented that the public is not really aware of the FlexRIDE service from what she's observed.

Commissioner Hartung asked when FlexRIDE service to Spanish Springs will be implemented.

Mr. Gee responded that the software for the additional service should be ready to go in October.

Benefits to the FlexRIDE service is that added service or modifications to service can be made almost right away vs. fixed route service which can take months.

On motion of Commissioner Hartung seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that the January 2021 RTC RIDE Service Adjustment, currently scheduled for January 2, 2021, including extension of the RTC RAPID - Virginia Line to the University of Nevada, Reno (UNR), elimination of the UNR – Midtown Direct temporary route, and miscellaneous time adjustments be approved.

**Item 5 METROPOLITAN PLANNING ORGANIZATION (MPO)**

**5.1 Receive a report and provide direction on the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study (For Possible Action)**

Mr. Daniel Doenges, RTC Planning Manager, addressed the Board to provide a presentation update on the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study as set forth in the briefing materials for this agenda item.

Commissioner Hartung asked for traffic counts to be done for Eagle Canyon.

Vice Chair Jardon asked what the purpose or objective is to this project. She believes it will just get traffic over to US 395 faster, only to be stuck in the backed up traffic there. After some discussion on the topic, none of the Commissioners really favor a US 395 connector.

On motion of Commissioner Hartung seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that receipt of the report be acknowledged and no direction was given.

## ***Item 6.1 thru 6.3 DIRECTOR REPORTS***

### **Item 6.1 RTC Executive Director Report**

Executive Director Bill Thomas addressed the Board to discuss the following topics:

Service anniversary for: Heinz Schoner, Facilities Maintenance Specialist – celebrates 25 years of service on October 5, 2020

1. On Wednesday, Transportation Secretary Elaine Chao announced the Better Utilizing Investment to Leverage Development (BUILD) grant awards from the U.S. Department of Transportation. The RTC will receive \$23 Million for the Pyramid Highway Project.

The project will improve safety and mobility and widen approximately 2.4 miles of Pyramid Highway, approximately 1.6 miles from Queen Way to Los Altos Parkway from four-lanes to six-lanes and reconstructing approximately 0.75 miles of existing four-lane roadway from Los Altos Parkway to Golden View Drive.

It also includes installation of smart traffic signals, widening the median, shoulders, bike lanes, and sidewalks, and installation of enhanced drainage and storm water infrastructure.

The project will be developed in cooperation with NDOT and the Federal Highway Administration, in collaboration with Washoe County, the City of Sparks, the Reno-Sparks Indian Colony, the Pyramid Lake Paiute Tribe, and other regional stakeholders.

This award, which was highly competitive at the national level, reflects our staff's years of hard work that have gone into the planning, environmental analysis, community engagement, and design of this critically important project.

Our sincere thanks to Transportation Secretary Elaine Chao, the U.S. Department of Transportation, and our Congressional delegation: Senator Cortez Masto, Senator Rosen, and Congressman Amodei for their support and leadership investing in our local infrastructure to improve our region's transportation systems.

Construction on the project is anticipated to begin within the 2022-2024 time frame.

2. The NEPA scoping for the Sparks Blvd. Project has begun and a virtual live meeting was held to introduce the project to the community. Meeting information was announced through social media, news stories, newspaper advertisements, and postcards mailed to more than 15,700 households.

A public comment period remained open until October 16 and project information presented at the live meeting can be viewed at [SparksBlvdProject.com](http://SparksBlvdProject.com).

3. The U.S Census Bureau is in its final push to help people respond to the 2020 Census by September 30<sup>th</sup>. Census representatives are now going door-to-door to households that have not responded to the census.

Additionally, field operations include visiting high foot traffic areas throughout the Truckee Meadows to help people respond to the census, through September 30<sup>th</sup>. This includes our transit centers in downtown Reno and Victorian Square in Sparks. Washoe County currently has a 68.8% response rate.

Census data is essential to the work we do at RTC for transportation planning and infrastructure. The census helps to determine how \$1.5 Trillion dollars in federal funding is distributed to states over the next 10 years, and congressional representation through the apportionment process.

Washoe County residents and University students were strongly urged to respond to the 2020 Census by September 30.

### **Item 6.2 RTC Federal Report**

Executive Director Bill Thomas addressed the Board to say that a copy of the federal report was include in the agenda materials for this meeting.

### **Item 6.3 NDOT Director Report**

NDOT Director Kristina Swallow addressed the Board to provide updates on current Nevada safety statistics, Parr Blvd. bridge replacement project, Spaghetti Bowl Express (SBX) project, the McCarran repaving project, and more. She also gave an update on the advanced warning flashers and the purpose of the different types of flash.

Lastly, Dir. Swallow also said that the I-580 bridge near Pleasant Valley had won for Best Infrastructure nationwide.

Chairman Lucey reminded Director Swallow that he would like to see more street lighting added to Mt. Rose Highway.

Commissioner Hartung requested a traffic study in the area of Pyramid Highway and Calle de la Plata.

## **Item 7           GENERAL ADMINISTRATION**

**7.1   Legal Matters - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.**

Legal Counsel Adam Spear said he had no items for discussion.

**Item 10      *PUBLIC INPUT***

Chairman Lucey 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      **MEMBER ITEMS****

Commissioner Bybee asked for staff to keep her in mind so she could send our project information to the National League of Cities.

Vice Chair Jardon requested an item be brought to a future meeting on a traffic study for the Verdi area.

Vice Chair Jardon asked staff to bring back information on how the RTC can provide continued communications to the public once a project is completed.

**Item 12      **ADJOURNMENT****

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

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BOB LUCEY, Chairman  
Regional Transportation Commission



**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**9:00 A.M.**

**October 16, 2020**

**PRESENT:**

**Neoma Jardon, Reno City Council Member, Vice Chair  
Vaughn Hartung, Washoe County Commissioner  
Oscar Delgado, Reno City Council Member  
Kristopher Dahir, Sparks City Council Member**

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

**NOT PRESENT:**

**Bob Lucey, Washoe County Commissioner, Chairman  
Kristina Swallow, Director of NDOT**

The regular monthly meeting, held via Zoom, was called to order by Vice Chair Jardon. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

**SPECIAL PRESENTATIONS, RECOGNITIONS, OTHER**

- **THE AMERICAN PLANNING ASSOCIATION, NEVADA CHAPTER, AWARDED RTC THE 2020 DeBOER AWARDS FOR OUTSTANDING PUBLIC OUTREACH FOR THE SOUTH MEADOWS MULTIMODAL TRANSPORTATION STUDY, OUTSTANDING IMPLEMENTATION OF THE VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT, AND THE OUTSTANDING COMMUNITY PARTNER AWARD VISION ZERO TRUCKEE MEADOWS**

Ms. Amber Harmon spoke in recognition of the RTC for the three categories they were awarded in as noted in the title above. This was only the second year the Outstanding Community Partner award was given.

*Please contact Denise Thompson at [dthompson@rtcwashoe.com](mailto:dthompson@rtcwashoe.com) to see the full presentation.*

- **PRESENTATION FROM THE NEVADA DEPARTMENT OF TRANSPORTATION ON THE I-80 CORRIDOR STUDY – SONDR A ROSENBERG – *Pulled from agenda***

**Item 1 APPROVAL OF AGENDA**

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

**Item 2.1 PUBLIC INPUT – accepted until 4:00 pm Oct. 15, 2020**

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

Received via email October 14, 2020, at 11:00 a.m. - Mr. John Locke, on behalf of Marsy Kupfersmith, local resident, submitted comments and complaints about seat comfort, a lack of sufficient charging for electric buses, no availability information on the NextBus app, lack of internet, and missed stops, all pertaining to multiple dates. She also suggested covered bus shelters at medical stop locations and recommended a committee be formed of RTC Board members, RTC staff, Keolis personnel, drivers, and passengers to address the issues. Lastly, Ms Kupfersmith complimented Susi Trinidad and Mark Maloney for always listening and caring about senior needs.

Received via email October 14, 2020, at 3:07 p.m. - Ms. Laurie Rodriguez, local resident, submitted a suggestion that an elevated train be installed along I-80 heading out to Fernley and Fallon instead of widening the freeway to three lanes. She believes that three lanes will not be able to handle the traffic in another 20 years and added that she is personally aware of at least five different groups that are interested in exploring the elevated train option further.

Letters were submitted to both the RTC and to NDOT, via Commissioner Hartung, from Deputy Fire Chief Alex Kukulus of the Truckee Meadows Fire and Rescue requesting that the flashing warning lights approaching the intersection of Calle de la Plata and Pyramid Hwy should turn off when the light is green and activated again once the light is about to change. Currently, it is set to continuous flashing yellow which doesn't signify anything except that there is a light ahead, and fire trucks are not easy to slow down at the last minute, especially when in route to a call. Because the light is always flashing, drivers are no longer slowing down or taking necessary precautions to avoid accidents.

There being no additional comment submitted prior to the deadline of October 15 at 4:00pm, the Vice Chair closed public input.

**Item 3.1 thru 3.11 CONSENT ITEMS**

**Engineering**

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

**Public Transportation/Operations**

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

### ***Planning***

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

### ***Administration***

- 3.5 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)**
- 3.6 Approve addition of new language to RTC Personnel Rules: Workplace Safety; Team Incentive Award and Employment Categories. Approve the deletion of RTC Management Policies: Safety Policy and Program (P-38) and Employment Categories (P-50). Approve modification to RTC Management Policy Equal Employment Opportunity (P-2) and Reasonable Accommodation (P-48) (*For Possible Action*)**

### ***Procurement and Contracts***

- 3.7 Approve the agreement for the purchase of a Proterra 500kW Overhead fast Charger in an amount not-to-exceed price of \$379,000; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**
- 3.8 Approve Change Order (CO) No. 19 in the amount of \$83,331 for changes to the project scope associated with bridge deck repairs at North Virginia Street between Maple Street and 8th Street on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 19 (*For Possible Action*)**
- 3.9 Approve the Professional Services Agreement (PSA) with Lumos and Associates for the 2021 Preventive Maintenance Program project for design services and construction management services in the amount of \$726,925; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**

### ***Inter-agency Agreements***

- 3.10 Authorize the RTC Executive Director to execute the Fiscal Year (FY) 2021 Street and Highway Program Interlocal Cooperative Agreement (ICA) between Washoe County, City of Reno and the RTC (*For Possible Action*)**

### ***Resolutions***

- 3.11 Approve a resolution declaring an intention to sell five remnant parcels no longer needed for the Virginia Street Bus RAPID Transit Extension Project (APN 007-183-11; APN 007-183-12; APN 007-183-13; APN 007-183-18; APN 007-183-19) to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (*For Possible Action*)**

On motion of Commissioner Hartung, seconded by Commissioner Delgado, which motion carried unanimously, Vice Chair Jardon ordered that Consent Items 3.1 through 3.11 be approved.

**Item 4.1 thru 4.3 DIRECTOR REPORTS**

**Item 4.1 RTC Executive Director Report**

RTC Executive Director (E.D.) Bill Thomas addressed the Board to discuss the following topics:

Milestone anniversaries for RTC staff members:

- Ms. Ruby Barrientos, Customer Service Associate – 15 years
- Ms. Amy Zheng, Accounting Specialist – 5 years.

1. Vanpool usage during the pandemic: When the Pandemic hit in March 2020, RTC had 218 vanpools operating. While working closely with Enterprise, RTC’s Vanpool provider and the major businesses in support of the non-essential shut downs, we dropped down to 211 for the months of April through September. With continued communication and assurances that we could ramp back up quickly, we have risen to a new high of 221 vanpools in October.

Compared to a very successful vanpool program in the Houston region that went from over 400 vanpools pre-pandemic to 165 vanpools currently, the RTC Vanpool program is doing rather well.

In the DC area:

	February	May
Vans	587	479
Passengers	122,007	32,492
Miles	983,076	388,946

Unfortunately results like these have been the norm in the industry, most programs across the country have seen a sharp decline and a very slow recovery of their vanpool programs. The RTC is proud of the efforts taken to beat the nationwide trend.

2. RTC is bringing awareness to pedestrian safety with a focus on kids and school zones with the #Dusk2DawnNV campaign reminding everyone how to be safe and be seen in crosswalks. Through Vision Zero Truckee Meadows, this is a community-wide effort working with The Chamber, Ambassadors from the Downtown Reno Partnership, the school district, and others for outreach. A major focus is for our school age kids, especially around schools and parks.

The campaign will be delivered mainly through social media and includes a safety video demonstrating safety tips with local area mascots, including Archie of the Reno Aces, Truckee of the Reno 1868 FC, Wolfie from UNR, and the Safety Crayon of the Washoe County School District.

Participating partners will distribute reflective wrist straps and backpacks to community members to increase safety awareness.

This is a continuing effort by the Vision Zero task force to bring awareness of pedestrian crashes and fatalities, especially for our kids in school zones and area parks. Eighty percent of pedestrian fatalities occur during dawn and dusk hours. We continue developing pedestrian safety messaging working toward our goal of zero fatalities. This is a statewide initiative in Clark and Washoe counties in partnership with the RTC of Southern Nevada.

Another safety event that occurred is the International Walk to School Day. RTC senior transit planner Rebecca Kapuler participated and highlighted the event during the meeting.

3. The RTC is providing free rides on all RTC transit services on Election Day, Tuesday, November 3<sup>rd</sup> and Veterans Day on Wednesday, November 11<sup>th</sup>.

The RTC has partnered with the Washoe County Registrar of Voters Office and they have included the Free Election Day transit information in all sample ballots. Not all polling locations are served by transit so we encourage everyone to check route and schedule information at [RTCWashoe.com](http://RTCWashoe.com).

In honor of our veterans and their families, we are again offering a free transit day and invite everyone to ride and try transit on these free transit days.

The RTC also reminds riders to wear a face mask or covering, which are required when riding transit per the Governor's directive, and to also maintain social distancing guidelines to stay safe and healthy.

4. New FlexRIDE service is scheduled to begin on Saturday, October 24<sup>th</sup>, in the Spanish Springs and Somersett/Verdi areas. Information about FlexRIDE and all areas RTC serves can be found at [www.RTCWashoe.com\FlexRIDE](http://www.RTCWashoe.com\FlexRIDE) and on social media. Outreach has been ongoing to the new FlexRIDE service zones since early October, including assisted living facilities, HOA's and Washoe County senior centers.

Additionally, we are launching a new RTC Washoe FlexRIDE app that can be downloaded for free from the Apple and Google Play Stores starting October 20<sup>th</sup>.

5. The Washoe County Human Services Agency (HSA), the RTC and Target are calling on the community to support the 2020 Children in Care Stuff a Bus Drive-By Donation Drive. All donations received will be delivered to foster and adoptive children.
- 6.

The HSA is currently serving more than 700 kids in care. With winter on its way, Washoe County is calling on the community to donate warm clothes on Friday, Nov. 13<sup>th</sup>, from 3 p.m. – 7 p.m. Those wishing to donate to children don't have to get out of the car, but can drive up to the RTC bus with their donation in front of Target in Sparks, located at 1550 East Lincoln Way. Brand new clothing items needed include: jackets, coats, gloves, socks, blankets sweatpants, boots, beanies, hooded sweatshirts, and gift cards.

The Human Services Agency will take donations from Target to the Family Engagement Center in Sparks, which is the main site for ongoing support to families throughout the winter months.

Lastly, E.D. Thomas said that staff is working closely with the Washoe County Health Department to negotiate the use of Pods at 4<sup>th</sup> STREET STATION for vaccinations to be given once released.

Vice Chair Jardon said that some of the safety crossing flags have disappeared in a couple locations and asked if the RTC could aid in the replacement of those flags.

Vice Chair Jardon asked about safety protocols pertaining to the vanpool program.

Mr. Mark Maloney, RTC Director of Public Transportation and Operations, said that staff worked with the vendor, Enterprise, to bring in larger vans to allow for more social distancing and the employers have their own protocols to follow for any other measures being taken.

Discussion took place on the new FlexRIDE service being implemented in the Verdi/Somerset and Spanish Springs areas.

#### **Item 4.1(a) Nevada Legislative Update**

Executive Director Thomas briefly mentioned that the RTC has been working with Michael Hillerby from Kaempfer Crowell to prepare for the expected Bills planned for introduction during the upcoming legislative session, as set forth in the briefing materials for this agenda item.

#### **Item 4.2 RTC Federal Report**

Executive Director Thomas addressed the Board to say that a copy of the federal report was included in the agenda materials for this meeting. He highlighted that there was an approval by Congress which was signed by the President to extend the FAST Act for another year. This is the current means by which transportation funding is allocated, but there is uncertainty as to how much funding will be available.

#### **Item 4.3 NDOT Director Report**

NDOT Deputy Director Cole Mortensen addressed the Board to provide updates on current Nevada safety statistics, Parr Blvd. bridge reopening, shoulder closures on US 395 for the installation of wind warning flashers, Spaghetti Bowl Express (SBX) project, and another update on the advanced warning flashers, stating that the overall goal is to make sure the advance signal warning signs work in the same manner for similar intersections throughout the state. A public outreach campaign has been initiated in the Washoe County area to make the public aware of upcoming changes to the signs. He then specified the changes planned for various intersections along the Pyramid Highway and on the Mt. Rose Highway, which may be found at [www.NVSafesignals.com](http://www.NVSafesignals.com).

Commissioner Dahir, being new to the discussion, has concerns about some of the changes being proposed for the Pyramid Highway and would like to potentially have a meeting with NDOT to educate himself on more of the details.

Dep. Dir. Mortensen then provided updates to questions asked at the September RTC Board meeting pertaining to the Pyramid Highway and on Mt. Rose Highway.

Commissioner Hartung agrees with many of Commissioner Dahir's concerns regarding the Pyramid Highway, adding that he was told that a fire engine even blew through one of the intersections because they did not have enough warning to slow down and stop a vehicle of that size.

Commissioner Hartung would also like to see the three entity planning departments, along with the RTC, work together to create a safety improvements program such as for speed bump implementation, round-a-bouts and more. He would like an agenda item brought to a future meeting with funding options, timelines for implementation, etc. He also requested a road safety audit completed for the Pyramid Highway.

Commissioner Hartung then asked why the US 395 widening is not scheduled to begin until 2023.

Dep. Dir. Mortensen said that as part of the One Nevada plan, funding of projects need to be allocated based on need and existing fund allocations. Currently, there is a large project with SBX, so to begin another project in the same basic location would cause traffic nightmares due to several years of cones and construction.

Vice Chair Jardon confirmed that the newly vacant DMV building will not be available to house the homeless during the colder season.

Dep. Dir. Mortensen said that NDOT is working with the FHWA to allow them to "color outside the lines" to allow this, but it hasn't been approved yet. They are still working on it though.

Commissioner Hartung thanked Mr. Mortensen for all of his leadership and his teams work on trying to make that happen.

**Item 5    *LEGAL MATTERS* -    Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.**

Legal Counsel Adam Spear said he had no items for discussion.

**Item 6            *PUBLIC INPUT***

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

There being no additional comment submitted prior to the deadline of Oct. 15 at 4:00pm, the Vice Chair closed public input.

***Item 7***      ***MEMBER ITEMS***

There were no additional member items or requests.

***Item 8***      ***ADJOURNMENT***

On motion of Commissioner Hartung, seconded by Commissioner Delgado, which motion carried unanimously, Vice Chair Jardon ordered that the meeting be adjourned at 10:29 a.m.

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NEOMA JARDON, Vice Chair  
Regional Transportation Commission

DRAFT





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.3**

**TO:** Regional Transportation Commission

**FROM:** Brian Stewart, P.E.  
Engineering Director

Bill Thomas, AICP  
Executive Director

**SUBJECT: RTC Engineering Activity Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Engineering Activity Report.

**BICYCLE AND PEDESTRIAN IMPROVEMENTS**

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). The first phase of bus stop improvements located within public right-of-way (13 bus stops) is complete. The process of obtaining necessary easements for other locations is ongoing. The design consultant, CA Group, submitted easement packages for the second phase (37 bus stops) in July and acquisition work continues.

Comments from the sixty percent (60%) design submittal are being addressed for Phase 3 (45 bus stops) and Phase 4 (90 bus stops) packages. Another group of bus stop improvements will be advertised for construction bids early next year.

Center Street Multimodal Improvements Project

RTC started the design phase on September 21, 2020. The project includes sidewalk improvements and pavement rehabilitation along with a two-way cycle track from Moran Street to Ninth Street in Reno. Traffic signals along the corridor will be replaced/ upgraded. A southbound bike lane and northbound sharrow are proposed to be placed on Center Street from Virginia Street to Moran Street. Bike lanes connecting to the existing bike facilities on Holcomb Avenue are being proposed on Moran Street. The final design is expected by the end of winter 2022 with construction anticipated to begin in the summer of 2023.

Mill Street (Terminal Way to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street from Terminal Way to McCarran Boulevard, as identified in the RTC Complete Streets Masterplan completed in July 2016, and the Mill/Terminal corridor study completed in March 2013. The emphasis of this project is to assess and identify improvements for pedestrians,

bicyclists, and transit riders, as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops will be addressed.

Preliminary design is complete and 90% plan review comments have been received from the agencies. An amendment to the design contract has been approved that will split the project into two phases and provide for construction management services. Phase 1 will be from Rock Boulevard to McCarran Boulevard and Phase 2 will be on Mill Street from Terminal Way to Rock Boulevard. The right-of-way acquisition process for both phases is underway and going so well that we are considering accelerating the project.

### **CAPACITY/CONGESTION RELIEF PROJECTS**

#### **ITS Pilot Project, Design of Phase 2 ITS Connectivity**

The pilot project connected traffic signal systems of the City of Reno, the City of Sparks, Washoe County, and NDOT through fiber optic communication lines. This project also includes design of Phase 2A and 2B, which will expand communication to outlying signal systems and install ITS devices to monitor and remotely adjust traffic signals to respond to special events, changing traffic conditions, provide information to drivers and traffic incidents. Construction of the Pilot Project is complete. The ITS Phase 2A Project is complete. Phase 2B is currently under construction with a tentative completion in the fall of 2020.

#### **ITS Phase 3**

The project includes conduit and fiber optic cable at the following locations:

- Lake Street from 1st Street to 2nd Street
- Lemmon Drive from North Virginia Street to US 395
- Rock Boulevard from Greg Street to Prater Way

Also included in ITS Phase 3 is a Road Weather Information Sensors (RWIS) at Sharlands Avenue at Robb Drive. The project will install 20 Gridsmart Performance Packages. These are upgrades to existing Gridsmart detection systems and can detect/count pedestrian and bicycles. Currently, the project is at the 90% design phase.

#### **North Valleys Package 3B**

Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business Rte. 395. This project also includes improvements to two bus stop pads located within the project area, and associated access and drainage improvements. Redesign is underway for a part of the storm drain system due to NDOT permitting requirements. The project is scheduled for construction in spring 2021.

#### **Sparks Boulevard Project**

The project seeks to increase safety, maintain roadway capacity, and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six (6) lanes between Greg Street and Baring Boulevard. Professional engineering services are underway with Atkins North America, Inc. to begin environmental studies and preliminary design.

The RTC, in cooperation with the City of Sparks, Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA) is initiating an Environmental Assessment (EA) to evaluate and document the proposed Project's potential impacts.

During the 30-day duration of the public scoping meeting, which included both the live event and virtual meeting, 42 public comments were received. One comment was submitted via email; 29 were submitted through the Q&A room from the live event; three were submitted by voicemail; and nine were submitted through the website comment form. Major topics included speed, noise, pedestrian safety, landscaping, drainage, the multi-use path, and the O'Callaghan/Springland Drive and Sparks Boulevard intersection.

The Project team continues to evaluate alternatives to meet the purpose and need of the Project.

#### Traffic Signal Timing 6 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region per year. For 2020, this begins a new cycle where signals that were retimed in 2016 will be reevaluated and retimed to address the changes to traffic demand. For 2020, approximately ninety-five (95) intersections will have revised timing implemented. Timing plans are developed in coordination with the local entities and the University of Nevada, Reno. In the process, re-evaluation of the other settings such as vehicle passage times are calculated at each intersection to make sure they are up to current standards.

#### Progress through September 2020:

- Sparks Boulevard (12 Signals) – Greg Street to North Los Altos Parkway – New timing under fine-tuning
- Wells Avenue (9 Signals) – Ryland Avenue to Sadlier Way – New timing implemented
- South Virginia Street (11 Signals) – Vassar Street to Peckham Lane – New timing under fine-tuning.

#### Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

- Traffic signal improvements at the intersection of Sharlands Avenue and Mae Anne Avenue;
- Installation of battery backup systems for signalized intersections on Sun Valley Drive from Scottsdale Road to 7<sup>th</sup> Street;
- Minor striping improvements to improve traffic flow at Pyramid Way at York Way; and
- Completion of a traffic study to determine potential improvements to the southbound right turn lane at the intersection of Vista Boulevard and Baring Boulevard. This component of the project will not move forward due following a cost benefit analysis.

Titan Electrical Contractors was awarded the construction contract in July and construction will begin at the end of 2020 when traffic signal equipment arrives.

### Traffic Engineering (TE) Spot 9 – Package 2 Project

The project includes various traffic updates throughout the Reno/Incline area:

- Traffic signal cabinet and camera upgrades at various intersections in the Reno area;
- New traffic signal at the intersection of Rock Boulevard/Edison Way; and a
- 4<sup>th</sup> Street/Mesa/Woodland intersection study for future improvements.

Titan Electrical Contractors was awarded the contract earlier this year and construction is anticipated to begin in late November 2020.

### Traffic Engineering (TE) Spot 10 – Fuel Tax Project

The project is currently in the preliminary design phase and includes:

- Traffic signal at the intersection of Veterans Parkway and Long Meadow Drive;
- Update traffic signal equipment at the intersection of Victorian Avenue and 16<sup>th</sup> Street; and
- Rectangular Rapid Flashing Beacon (RRFB) installation at various locations within Reno, Washoe County and Sparks.

### Traffic Engineering (TE) Spot 10 - South Project

The project is currently in the preliminary design phase and includes:

- A new roundabout at the intersection of 4<sup>th</sup> Street and Woodland Avenue;
- Geometric improvements at the nearby intersection of 4<sup>th</sup> Street and Mesa Park Road; and a
- Left turn bay extension for the southbound left turn lane at South Virginia and Kietzke Lane.

## **CORRIDOR IMPROVEMENT PROJECTS**

### Arlington Avenue Bridges

The Arlington Avenue Bridges Project is a feasibility study to analyze possible replacement bridge types and aesthetic themes, document design and environmental criteria, improve safety and multi-modal access in the Wingfield Park area, and review flood-capacity requirements. The crossing of the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges were built in the 1930's and while structurally safe to drive over they are showing signs of wear resulting from the variety of modifications over the years, their age, and the repeated exposure to flood events.

The team has developed material for the second Stakeholder Working Group meeting that will be held virtually in November. The meeting anticipates a focus on bridge types and roadway elements. The goal is to gain concurrence from the group on the three alternatives recommended by the technical advisory committees.

The feasibility study is scheduled to be completed next year. Once the feasibility study is complete, a Request for Proposals will be advertised for the NEPA/Design phase of the project. Construction of the bridges is anticipated to begin in 2026.

### Kuenzli Street Conversion Project

The project includes the conversion of Kuenzli Street from its current one-way configuration to a two-way street from Giroux Street to Kirman Avenue. The scope of the project consists primarily of surface treatment and restriping to accommodate the conversion of Kuenzli from one-way to two-way traffic from Kirman Avenue to Giroux Street. Associated ADA and traffic signal modifications are included on both Kuenzli Street and Giroux Street.

The project is substantially complete.

### Lemmon Drive Project

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and reconstructing the US 395/Lemmon Drive interchange (Segment 1) and widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes (Segment 2).

The final design of Segment 1 is underway. An Interlocal Agreement with NDOT is under consideration for the RTC Board for incorporating the interchange improvements into the project. The anticipated construction start date is spring 2021.

The project team continues the Level 2 screening process for the top three (3) alternatives. The Top 3 Alternatives were presented to the RTC Board at the August 20, 2020, meeting. The Level 2 screening process includes a qualitative evaluation where the top alternatives are screen on the criteria developed and agreed upon the Technical Advisory Committee (TAC).

### Oddie Boulevard/Wells Avenue Improvement Project

Ninety percent (90%) Design comments are being received from NDOT, the City of Reno and the City of Sparks. A Virtual Public Meeting is available on the website, and public comments are being received until December 14, 2020. Additional information can be viewed at: <http://oddiewellsproject.com/>.

### Pyramid Highway and US 395 Connection

NDOT continues to work on the design of Phase 1 that consists of increased roadway capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive. Design of this phase is anticipated to be complete in 2022. The RTC will work with the Federal Highway Administration to complete the BUILD grant process over the next 6 to 8 months. With the receipt of the \$23 million grant, construction of Phase 1 is anticipated to begin in 2023. The estimated overall Phase 1 cost is \$54 million.

### Sun Valley Boulevard Corridor Improvement Project

Construction activities are completed from Staci Way to Highland Ranch Parkway. Traffic is open both ways with no restrictions. The completion of the intersection of Sun Valley Boulevard and 7<sup>th</sup> Avenue will be put on hold due to colder temperatures until next year when temperatures are high enough for optimal paving work. Additional information can be viewed at: <http://SunValleyBlvd.org>

### Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River.

RTC is working to acquire easements necessary for the pathway. The application for the required United States Army Corp of Engineers (USACE) 408 permit has been approved by Carson Truckee Water Conservancy District contingent on approval by the USACE. The Truckee River Shared Use Path Project has submitted an application to USACE for a Section 408 Permit since portions of the pathway encroach the 14,000 cubic feet per second water surface elevation along the Truckee River. Coordination with USACE continues regarding the processing of the application.

This project was included in the fiscal year (FY) 2017 Program of Projects. The design portion of this project is funded through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement. The project will be constructed by NDOT through the agreement approved for the Spaghetti Bowl Xpress (SBX).

### Virginia Street RAPID Extension

South Virginia Street has been open to two-way traffic since mid-August. The contractor has continued work during the month of October to finish ancillary items of work along this segment of the corridor.

Roadway reconstruction was completed along North Virginia Street segment of the project this month. Several of the bus rapid transit stations within this segment of the corridor progressed as well. Outstanding landscaping work and remaining work on the BRT stations will continue into November.

During the month of October, the outreach effort continued with stakeholder updates and notifying the public of traffic control changes and updating on progress of construction activities. In addition, the project team began working on a “look book” that will showcase completed elements of the project.

Additional information can be viewed at: <http://virginiastreetproject.com/>

## **PAVEMENT PRESERVATION PROJECTS**

### 2020 Preventive Maintenance (Various Locations)

The 2020 Preventive Maintenance project consists of patching, crack sealing and slurry seal activities on approximately 200 lane miles of roadway. The contract was awarded to Sierra Nevada Construction (SNC). The project is substantially complete.

### Golden Valley Road Rehab Project

The project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. Lumos & Associates, Inc. is the consultant for Design and Engineering During Construction services. The RTC and Union Pacific Railroad (UPRR) are entering into an agreement for railroad crossing improvements. Construction is anticipated to begin in the spring of 2021 and be complete by the end of summer of 2021.

### Kings Row Rehab Project – Phase 1

The project includes rehabilitation/reconstruction of Kings Row from Keystone Avenue to Wyoming Avenue. Lumos and Associates, Inc. is the consultant for Design and Engineering During Construction Services. The 60% plans are complete and 90% plans are on track for completion in mid-November. Identification of needed easements for ADA compliance have been prepared and the project team is working to begin acquiring those rights. This project is on track for construction in 2021.

### Newport Lane Rehab Project

The project includes rehabilitation/reconstruction of Newport Lane from Link Lane to McDaniel Street. CA Group is the consultant for Design and Engineering During Construction Services. CA Group has received 50% design comments from the RTC, City of Reno, and the utility companies. Design will be complete late 2020/early 2021. The construction start date will be determined in early 2021.

### Prater Way Rehab Project

The project includes rehabilitation/reconstruction of Prater Way from Howard Drive to Sparks Boulevard. The project was complete and open to traffic on October 22, 2020. It was a huge success and completed on time! Spanish Springs Construction's partnering approach included public outreach efforts and coordination with City of Sparks, NDOT, TMWA, NVE, AT&T, and Well Quest Development. The list below highlights some of the project's accomplishments:

- Placed over 10,000 tons of new asphalt
- Constructed 5,800 feet of curb and gutter, 4,500 feet of median curb, 30,000 square feet of sidewalk, and 25 pedestrian ramps
- Replaced 2,000 feet of sewer
- Installed new street lighting and improved the crossing at Willow Creek Park
- Placed 10 new trees within the landscape median
- Placed over 1 mile of new conduit for Sparks PD communications and traffic signal coordination

This project began on April 20, 2020, and represents an estimated \$5.6 million investment in our community.

### Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Hunter Lake Drive to Booth Street, and First Street from Sierra Center to Virginia Street. Nichols Consulting Engineers (NCE) is working on incorporating agency/public comments, design and grading of improvements. Utility coordination meetings and property acquisition are ongoing. Ninety percent (90%) Design submittal is scheduled for November. Construction is scheduled to begin in the summer of 2021.

Reno Consolidated 21-01 – Lund Lane, Armstrong Lane, and Yuma Lane

The project includes rehabilitation/reconstruction of the following street segments: Lund Lane from Wedekind Road to Northtowne Lane; Armstrong Lane from Susileen Drive to Yuma Lane; and Yuma Lane from Armstrong Lane to Hunter Lake Drive. Eastern Sierra Engineering (ESE) is the consultant providing Design and Engineering During Construction Services. The project team is currently incorporating agency design review comments and received public comments in September. Design will be complete later this year and construction is anticipated to begin in the spring of 2021.

Project is currently moving towards 100% design and plans to be advertised for bid in January 2021.

Sky Vista Parkway Widening and Rehabilitation Project

The project includes rehabilitation/widening of Sky Vista Parkway from just east of Vista Knolls Parkway to Silver Lake Road. Atkins Engineering, SNA-Lavalin (Atkins) is the consultant for Design and Engineering During Construction Services. Final design is anticipated to be complete in early 2021. The construction schedule has yet to be determined pending final design, right-of-way acquisition and coordination with other projects near this project.

Sparks Consolidated 21-01 – Packer Way and Wild Island Court Project

The project includes rehabilitation/reconstruction of Packer Way from Glendale Avenue to the Cul de Sac and Wild Island Court from Lincoln Way to the Cul de Sac in the City of Sparks. Wood Rodgers Inc. is the consultant for Design and Engineering During Construction Services. Construction is scheduled for the summer of 2021. Fifty percent (50%) plans have been completed and distributed for review.

**OTHER PROJECTS**

Park Lane RAPID Station Project

The Park Lane RAPID Station is located just south of Plumb Lane on the east side of Virginia Street. Stantec Consulting Services, Inc. is the consultant for architectural and engineering services. The Professional Services Agreement was effective March 18, 2019. Q&D Construction was awarded the contract and began construction in July. The project is anticipated to be substantially complete in November 2020, pending NV Energy's work to install power.

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

There were none

**CONTRACTS UP TO \$50,000**

Overland, Pacific & Cutler, LLC (OPC), in the not-to-exceed amount of \$32,000 for the acquisition of parcels for Lemmon Drive Widening Project.





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.4**

**TO:** Regional Transportation Commission

**FROM:** Brian Stewart, P.E.  
Director of Engineering

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

**SUBJECT: Approve the Fiscal Year (FY) 2022 Street and Highway Program of Projects (POP)**

**RECOMMENDATION**

Approve the proposed New Projects for the FY 2022 Program of Projects (POP).

**SUMMARY**

The FY 2022 Program of Projects (POP) (Attachment A) identifies and prioritizes funding for RTC's regional streets and highways projects, including RTC fuel tax revenues. This program has been developed in accordance with priorities established as part of the Unified Planning Work Program, Regional Transportation Plan (RTP), Regional Transportation Improvement Plan (RTIP), and the regional road pavement preservation program.

There are five annual programs proposed for the 2022 POP. The streets and highway program is very robust at this time and larger projects are continuing to be designed and constructed during the 2022 POP time frame. There is only one new RTIP project being requested for authorization at this time.

RTC fuel tax revenues are the most significant source of funding for projects in the POP. Pursuant to NRS Chapter 373.140, in evaluating and determining whether to approve the use of fuel tax revenues on a project, the RTC Board must evaluate the project in terms of:

- (a) The priorities established by the RTP;
- (b) The relation of the proposed work to other projects already constructed or authorized;
- (c) The relative need for the project in comparison with others proposed; and
- (d) The money available.

After the RTC Board approves the POP, it will be brought to the Washoe County Commission for approval to authorize the use of fuel tax revenues on the projects.

In accordance with NRS Chapter 373, RTC will develop and enter into Interlocal Cooperative Agreements (ICAs) specifying responsibilities for construction of the projects and authorizing RTC to exercise the power of eminent domain, if necessary. One ICA will be between RTC, Washoe County and the City of Reno for projects located within the City of Reno. One ICA will be between RTC, Washoe County and the City of Sparks for projects located within the City of Sparks. Upon approval of the ICAs by the RTC Board and Washoe County Commission, they will be presented to the City Councils for their consideration and approval.

### **FISCAL IMPACT**

Approval of the POP will appropriate fuel tax funds for the projects and the annual programs.

### **PREVIOUS ACTIONS BY BOARD**

There has been no previous Board action or direction on this matter.

### **ADDITIONAL BACKGROUND**

This POP places emphasis on using anticipated FY 2022 RTC fuel tax revenues on the pavement preservation program for slurry seals for pavements in good condition and corrective treatments to at risk pavements showing more advanced deterioration.

The proposed preventive maintenance projects are prioritized consistent with the RTC's Annual Pavement Preservation program using the Regional Rehabilitation/Reconstruction Project Selection Process, formulated in cooperation with the Directors of Public Works of the local governments. The proposed project lists are generated by analyzing all eligible streets/highway segments, prioritizing them by Pavement Condition Index (PCI – rated between 0-100), roadway classification, and Annual Daily Traffic (ADT). Depending on the amount of pavement distress (PCI), the proposed repair will fall within one of the following categories – preventive maintenance (slurry seals), corrective maintenance, road rehabilitation, or road reconstruction. This process allows the correct treatment to be applied at the right time regardless of jurisdictional boundaries and by optimizing a standard treatment strategy matrix as approved by all jurisdictions.

Pursuant to previous RTC Board direction, the POP will continue ongoing funding for the Transportation Enhancement Projects (TE), Bike/Ped/ADA and Traffic Management as shown in Attachment A. Projects will be identified from these programs that can then be implemented quickly. Example projects that would be supported by these programs include new signals on regional roads, improving ADA access and pedestrian connectivity around transit stops and connected transportation alternatives.

Attachment

**Program of Projects 2022**

	RTP Program Estimate Dollars	Proposed Years of Construction Calendar Year	Work Phases For FY 2022	ICA Required Jurisdiction
2022 Preventative Maintenance (2021/2022)	\$6,500,000	2021/2022	Design, Construction	ALL
2022 Roadway Reconstruction Projects (2021/2022/2023)*	\$12,500,000	2021/2022/2023	Design, Right of Way, Construction	ALL
TE SPOT 11 INTERSECTION IMPROVEMENTS	\$5,000,000	2021/2022	Design, Right of Way, Construction	NA
TRAFFIC MANAGEMENT PROGRAM/ITS/LIDAR	\$1,500,000	2021/2022	Design, Construction	NA
ADA ACCESS TRANSIT/PEDESTRIAN CONNECTIVITY	\$2,000,000	2021/2022	Design, Right of Way, Construction	ALL
VIRGINIA LINE NORTHBOUND PEPPERMILL STATION	\$3,000,000	2022/2023	Design, Right of Way, Construction	COR



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.5**

**TO:** Regional Transportation Commission

**FROM:** Dale Keller, P.E.  
Engineering Manager

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Bill Thomas, AICP  
Executive Director

**SUBJECT: Automatic Annual Increase of Regional Road Impact Fees (RRIF)**

**RECOMMENDATION**

Acknowledge receipt of information regarding an automatic annual increase of 2.38% to the Regional Road Impact Fees as allowed by NRS 278B.225 and required by ordinances adopted by Washoe County, the City of Reno and the City of Sparks.

**SUMMARY**

NRS 278B.225 authorizes the governing body of a local government which imposes an impact fee to adopt an ordinance to automatically increase the impact fees annually to account for inflation. The City of Reno, the City of Sparks and Washoe County have each adopted ordinances to automatically increase the impact fees annually (the “Ordinances”):

- Washoe County – Ordinance No. 1307 (2006) (amending Chapter 110, Article 706, Impact Fees)
- City of Reno – Ordinance No. 5843 (2006) (adding Chapter 18.14.505)
- City of Sparks – Ordinance No. 2329 (2006)

Pursuant to NRS 278B.255 and the Ordinances, the impact fees are to be increased automatically every twelve months by the RTC RRIF Administrator, provided that no increase shall occur within a twelve month period following action by the local government to (i) adopt any revisions to the land use assumptions regarding the impact fees; (ii) adopt any revisions to the RRIF capital improvement plan; or (iii) otherwise increase the impact fees. The current impact fees were established by adoption of the 6<sup>th</sup> Editions of the General Administrative Manual and the Capital Improvements Plan dated December 1, 2019. There has been no action to increase the impact fees since then. Therefore, this automatic annual increase can and will occur and become effective on December 1, 2020.

Pursuant to NRS 278B.255 and the Ordinances, the amount of the increase is equal to the lesser of (1) 4.5%, or (2) the rolling five-year average of the percent increase of the Consumer Price Index (CPI) for West Urban Consumers data from the U.S. Bureau of Labor Statistics. Based on the index for 2015 through 2019, the impact fees will be increased by 2.38%. The calculations are reflected in Attachment A.

The new fee schedule is shown in Attachment B. The RTC RRIF Administrator will make administrative revisions to the 6<sup>th</sup> Editions of the General Administrative Manual and the Capital Improvements Plan to reflect the new fee schedule effective December 1, 2020.

### **FISCAL IMPACT**

The rate of the impact fees will increase and that may or may not result in increased impact fee revenues.

### **PREVIOUS ACTIONS BY BOARD**

There has been no previous Board action or direction on this matter.

### **ADDITIONAL BACKGROUND**

#### **NRS 278B.225 Impact fee to pay cost of street project: Ordinance to cumulatively increase fee on automatic basis to adjust for inflation; time at which such increases become effective.**

1. The governing body of a local government which imposes an impact fee to pay the cost of constructing a street project may include a provision in the ordinance imposing the impact fee or adopt a separate ordinance providing that each year in which the governing body does not adopt any revisions to the land use assumptions or capital improvements plan or otherwise increase the impact fee, the current amount of the impact fee is cumulatively increased:

- (a) By a percentage equal to the average percentage of increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years; or
- (b) By 4.5 percent, whichever is less.

2. Upon inclusion of a provision in the ordinance imposing the impact fee or the adoption of a separate ordinance authorized by subsection 1, no further action by the governing body is necessary to effectuate the annual increases.

3. Each increase authorized pursuant to this section becomes effective 1 year after:

- (a) The date upon which the impact fee initially becomes effective;
- (b) The date the governing body adopts a revised capital improvements plan; or
- (c) The effective date of any previous increase in the impact fee pursuant to this section, whichever occurs last.

(Added to NRS by [2003, 958](#))

Attachments

**Regional Road Impact Fee  
Consumer Price Index - All Urban Consumers**

**Not Seasonally Adjusted**

**Area:** West urban  
**Item:** All items  
**Base Period:** 1982-84=100  
**Years:** 2015 to 2019

<b>Year</b>	<b>Annual CPI West Urban</b>	<b>Percent Change</b>	<b>5 Year Rolling Average</b>
<b>2015</b>	243.015	1.2%	
<b>2016</b>	247.705	1.9%	
<b>2017</b>	254.738	2.8%	
<b>2018</b>	263.263	3.3%	
<b>2019</b>	270.350	2.7%	2.38%

Source: US Department of Labor - Bureau of Labor Statistics  
(<http://data.bls.gov/cgi-bin/dsrv>)

**ATTACHMENT B**

**6th Edition Regional Road Impact Fee Consumer Price Index Automatic Adjustment Year 1**

		6th Edition				6th Edition Year 1 Indexing			
		Current Fee Schedule				Proposed Fee Schedule			
		North Service Area		South Service Area		North Service Area		South Service Area	
		\$320.71 per VMT		\$313.18 per VMT		\$328.34 per VMT		\$320.63 per VMT	
Land Use	Unit	VMT/Unit	Cost Per Unit	VMT/Unit	Cost Per Unit	VMT/Unit	Cost Per Unit	VMT/Unit	Cost Per Unit
<b>Residential</b>									
Single-Family	Dwelling	15.03	\$4,820.27	14.22	\$4,453.42	15.03	\$4,934.95	14.22	\$4,559.36
Multi-Family	Dwelling	10.23	\$3,280.86	9.68	\$3,031.58	10.23	\$3,358.92	9.68	\$3,103.70
<b>Industrial</b>									
General Light Industrial	1,000 GFA	5.05	\$1,619.59	4.78	\$1,497.00	5.05	\$1,658.12	4.78	\$1,532.61
Manufacturing	1,000 GFA	4.00	\$1,282.84	3.79	\$1,186.95	4.00	\$1,313.36	3.79	\$1,215.19
Warehouse	1,000 GFA	1.77	\$567.66	1.68	\$526.14	1.77	\$581.16	1.68	\$538.66
Min-Warehouse	1,000 GFA	1.54	\$493.89	1.46	\$457.24	1.54	\$505.64	1.46	\$468.12
<b>Commercial/Retail</b>									
Commercial/Retail	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14	22.94	\$7,532.12	21.71	\$6,960.88
Eating/Drinking Places	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14	22.94	\$7,532.12	21.71	\$6,960.88
Casino/Gaming	1,000 GFA	46.90	\$15,041.30	44.37	\$13,895.80	46.90	\$15,399.15	44.37	\$14,226.35
<b>Office and Other Services</b>									
Schools	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56	13.12	\$4,307.82	12.41	\$3,979.02
Day Care	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56	13.12	\$4,307.82	12.41	\$3,979.02
Lodging	Room	3.41	\$1,093.62	3.23	\$1,011.57	3.41	\$1,119.64	3.23	\$1,035.63
Hospital	1,000 GFA	10.92	\$3,502.15	10.33	\$3,235.15	10.92	\$3,585.47	10.33	\$3,312.11
Nursing Home	1,000 GFA	6.76	\$2,168.00	6.40	\$2,004.35	6.76	\$2,219.58	6.40	\$2,052.03
Medical Office	1,000 GFA	35.44	\$11,365.96	33.53	\$10,500.93	35.44	\$11,636.37	33.53	\$10,750.72
Office and Other Services	1,000 GFA	9.92	\$3,181.44	9.39	\$2,940.76	9.92	\$3,257.13	9.39	\$3,010.72
Regional Recreational Facility	Acre	2.32	\$744.05	2.20	\$689.00	2.32	\$761.75	2.20	\$705.39



**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.6**

**TO:** Regional Transportation Commission

**FROM:** Mark Maloney  
Director of Public Transportation and  
Operations

Bill Thomas, AICP  
Executive Director

**SUBJECT: RTC Public Transportation and Operations Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Public Transportation/Operations Report.

**HIGHLIGHTS**



**New FlexRIDE Service** - On Saturday, October 24, RTC launched its new FlexRIDE service in Somerset/Verdi and Spanish Springs. FlexRIDE is an on-demand, shared-ride public transit service that provides users with curbside-to-curbside service within each FlexRIDE zone. The current Sparks FlexRIDE service area has been expanded to include a portion of Spanish Springs. The new area includes areas of Pyramid Highway, the Galleria Shopping Center, parts of Los Altos Parkway, Vista Boulevard, Kiley Ranch, and the Spanish Springs Library. Sparks FlexRIDE connects with RTC CENTENNIAL PLAZA so that passengers can connect with RTC’s transit system. The new Somerset FlexRIDE area includes parts of Verdi, including Bridge Street, Cabela’s and

Boomtown Casino, along with a majority of the Somerset area, and including parts of Glen Eagles Drive, Avenida de Landa, Robb Drive, and Las Brisas Boulevard. Somerset FlexRIDE connects with RTC RIDE Route 4 allowing passengers to connect with RTC’s transit system. Fares are the same as the standard RTC RIDE fares, \$2 per ride or \$3 for a day pass. Reduced fares will also be the same as existing RTC RIDE reduced fares. More information can be found on RTC’s website.

The RTC also transitioned into a new FlexRIDE app for all current and future FlexRIDE services, including North Valleys FlexRIDE and Sparks FlexRIDE. New and existing FlexRIDE users using smartphones and tablets are asked to download the free RTC Washoe FlexRIDE app from the Apple App Store or Google Play to book rides.



To launch this new service, RTC staff conducted the following outreach activities:

- Social media and news releases was used to promote the RTC FlexRIDE new service and the new FlexRIDE rider's app.
- Developed the following videos:
  - How-To-Ride Video
  - How-To-Book a Ride Video
- Distributed FlexRIDE Flyers at Centennial Plaza (RTC Sparks Transit Station).
- FlexRIDE drivers distributed out Business Cards/Flyers to current riders.
- WCSC distributed new FlexRIDE Flyers to their meals on wheels delivery clients at Spanish Springs Senior Center (Lazy 5)
- Met with Natalie Hilbert (Fitness~Life Enrichment Director at Cascades of the Sierra)
- Sent information on FlexRIDE Somerset/Verdi to Carly Borchard of Verdi Community Council
- Met with Robin Bolson (Communications Coordinator) of Somerset Community
- We added an announcement thru our IVR about the new service area and FlexRIDE app.
- Dispatchers/Reservationist informed callers about the new service area and FlexRIDE app.
- Mailed FlexRIDE flyers to all eligible RTC ACCESS clients who lives out in Somerset/Verdi and Spanish Springs.
- Contacted Washoe County Library's Andrea Tavener (Public Information and Development Officer of Washoe County Library System) to help distribute FlexRIDE flyers.



**New Flyer Bus Plant Inspection** - RTC and Keolis maintenance staff traveled to Aniston, Alabama to inspect the first unit of our next seventeen (17) RIDE bus order. These New Flyer buses are clean air hybrid electric diesel buses to replace our older Gillig diesel buses. The in-plant inspection provided us with the opportunity to check all essential bus systems and catch any errors, omission and defects while the bus was still at the factory and where corrections can be made prior to delivery and final acceptance. The bus inspections showed some minor cosmetic and a few technical specification errors or omissions but they were able to be corrected prior to shipping the first unit.

**New Flyer Buses Scheduled for Delivery** - The first bus is schedule for delivery by November 9, 2020 with the seventeenth bus scheduled for delivery by mid-January in 2021. These buses are clean air hybrid electric diesel buses with the capability to operate on 100% electric mode short durations in "Green Zones" which are areas around out Transit Stations and maintenance shop. This will help to reduce concentrations of diesel emissions and eliminate significant idle time.



**Two New Proterra Catalyst Buses and New 125 Kw Bus Chargers for Virginia Street BRT** - The first bus is scheduled for delivery November 6, 2020, with the second expected to be delivered on November 20, 2020. These buses are slight upgrades from our existing Proterra Catalyst Buses and will have duo power drive and 800V (instead of 400V on our existing buses) systems to improve energy efficiency and power. The two new chargers are installed at 2050 Villanova and will charge at 125 kW (instead of 60kW of our existing chargers). This is expected to reduce recharge times by 50%. These buses are being assembled in the City of Industry plant in Southern California.



### **RTC RIDE KEY HIGHLIGHTS**

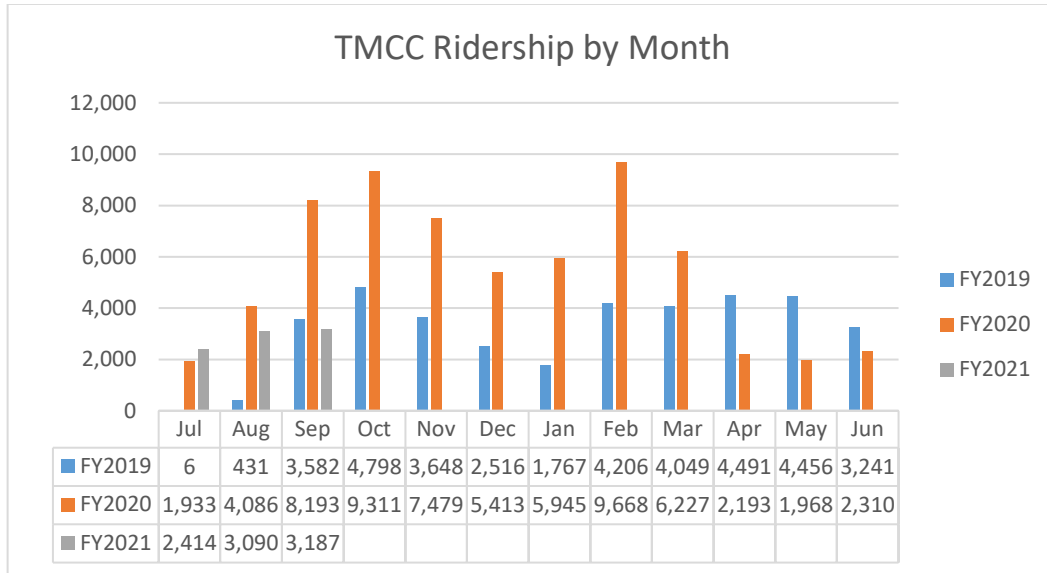
- Keolis reported two positive COVID-19 cases, not specifically related to being at work, making the total thus far at five (5) employees or less than 2% of the workforce.
- Hard plexi-shields have arrived and are being installed and retrofitted in the driver compartment area on the buses.
  - This effort continues to be Keolis and RTC's commitment to the safety and security of its bus operators.
- Final training sessions for Zonar are being delivered through Keolis' safety meetings with a soft roll-out date of mid-November.
  - This system replaces the paper based pre/post trip defect notification mechanism.
- Keolis is actively working with its scheduler to see how they be able to further maximize the utilization of the electric fleet specifically the 1<sup>st</sup> generation Proterras.
  - Keolis will be submitting a plan to RTC by mid-November demonstrating how they can maximize the use of these buses.
- October marked the first month of Keolis' "Team Competition" wherein five supervisor teams competed against each other for best: Safety, Attendance and Customer Service record.
  - The winning team will earn gift cards to Starbucks or a grocery store.
- Keolis hosted a Halloween contest for best Halloween face mask
  - Top 3 winners were awarded various prizes.

### **RTC ACCESS KEY HIGHLIGHTS**

- MTM is now using fogging mist machines that do not leave behind a residue like the spray bottles they were previously using. The new machines also cover hidden areas that the spray bottles have a hard time reaching, so the buses are more sanitary than ever.
- MTM offers referral bonuses to existing drivers to help grow its pool of drivers.
- MTM's Safety Blitz focused on intersections

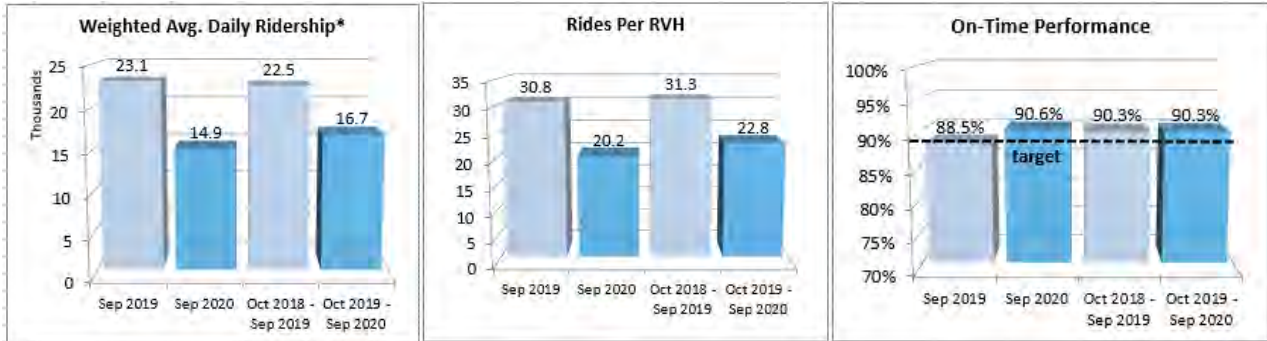




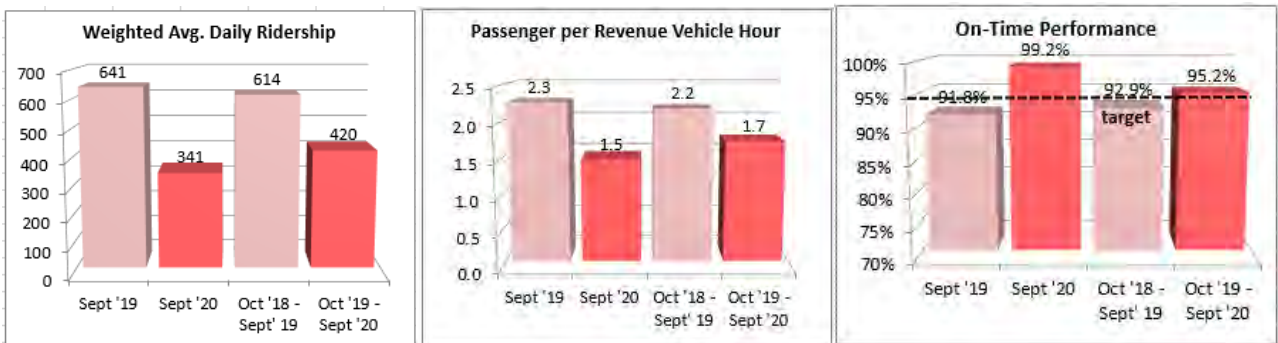


## SEPTEMBER 2020 TRANSIT PERFORMANCE

### RTC RIDE



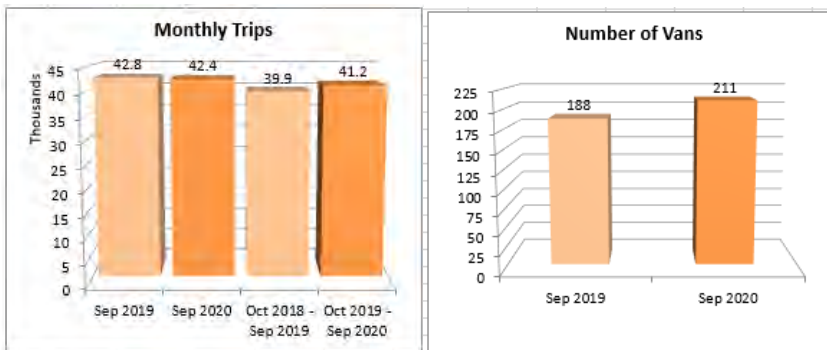
### RTC ACCESS



## TART



## RTC VANPOOL



## Attachments



## RTC Transit Performance Statistics<sup>1</sup>

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Sep 2020	Percent Change	Sep 2019	Oct 2019 - Sep 2020	Percent Change	Oct 2018 - Sep 2019
Monthly Ridership*	444,029	-34.1%	674,204	6,042,403	-26.0%	8,159,969
Weighted Avg. Daily Ridership*	14,906	-35.4%	23,065	16,709	-25.8%	22,523
Revenue Vehicle Hours (RVH)	21,957	0.1%	21,925	265,398	1.7%	261,058
Rides Per RVH	20.2	-34.2%	30.8	22.8	-27.2%	31.3
Revenue Vehicle Miles (RVM)	234,932	-2.0%	239,752	2,913,371	1.9%	2,859,624
Complaints Per 25,000 Rides	3.94	-16.3%	4.71	3.60	-0.3%	3.61
On-Time Performance <sup>2</sup>	90.6%	2.3%	88.5%	90.3%	0.1%	90.3%

Performance Indicator	Aug 2020	Percent Change	Aug 2019	Sep 2019 - Aug 2020	Percent Change	Sep 2018 - Aug 2019
Revenue	\$414,574	1.4%	\$408,806	\$3,788,382	-23.4%	\$4,945,406
Farebox Recovery Ratio	14.5%	-4.8%	15.2%	11.9%	-27.3%	16.4%
Subsidy per Ride	\$5.56	73.4%	\$3.21	\$4.47	45.4%	\$3.07

<sup>1</sup> RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR, and UNR Midtown Direct

<sup>2</sup> Percent of trips zero min. early and five minutes or less late

\* - May 2019, the RTC started using a new passenger counting system. Data before May 2019 is adjusted for the new method.

## RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Sept '20	Percent Change	Sept '19	Oct '19 - Sept '20	Percent Change	Oct '18 - Sept '19
Monthly Ridership	10,177	-44.7%	18,410	149,067	-33.7%	224,917
Weighted Avg. Daily Ridership	341	-46.8%	641	420	-31.5%	614
Revenue Vehicle Hours	6,929	-14.7%	8,124	86,784	-13.9%	100,794
Passenger per Revenue Vehicle Hour (does not include taxi data)	1.47	-35.2%	2.27	1.72	-21.1%	2.18
Revenue Vehicle Miles (RVM)	85,046	-38.1%	137,391	1,176,492	-30.3%	1,687,961
Complaints per 1,000 Rides	0.59	55.1%	0.38	0.61	20.4%	0.51
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	-100.0%	1
Accidents per 100,000 Miles	0.00	-100.0%	0.73	1.04	49.6%	0.69
On-Time Performance (does not include taxi data)	99.2%	8.1%	91.8%	95.2%	2.4%	92.9%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	-100.0%	29.2%
Performance Indicator	June '20	Percent Change	June '19	July '19 - June '20	Percent Change	July '18 - June '19
Revenue*	\$113,598	-37.8%	\$182,571	\$1,668,538	-22.3%	\$2,146,148
Farebox Recovery Ratio*	14.25%	-42.31%	24.70%	18.26%	-26.93%	24.99%
Subsidy per Passenger*	\$62.94	201.4%	\$20.88	\$38.87	104.1%	\$19.04

\*June 2020 data is the latest available.

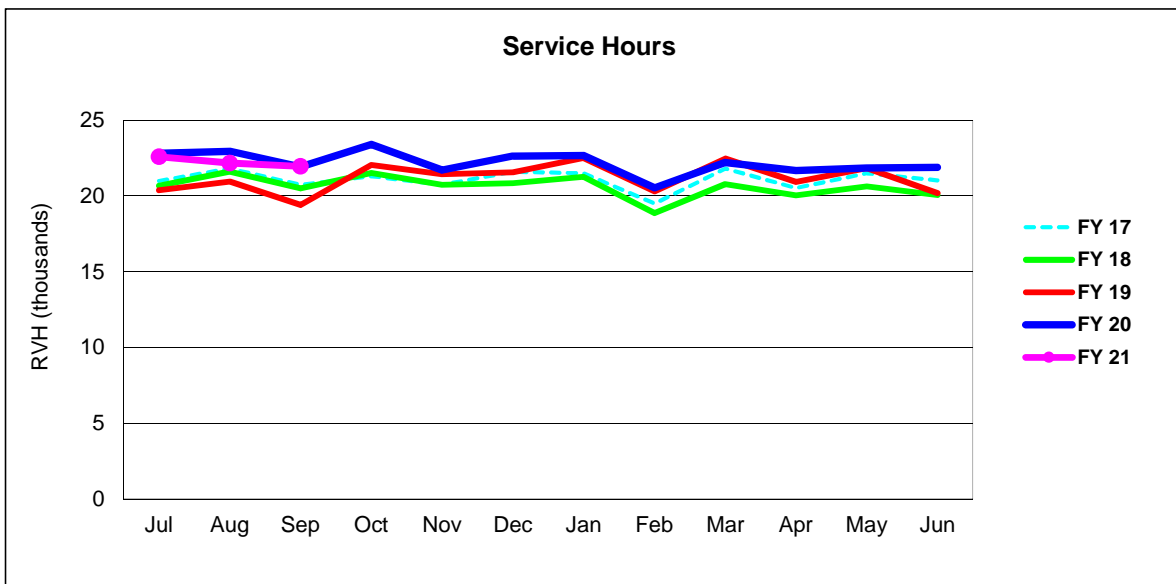
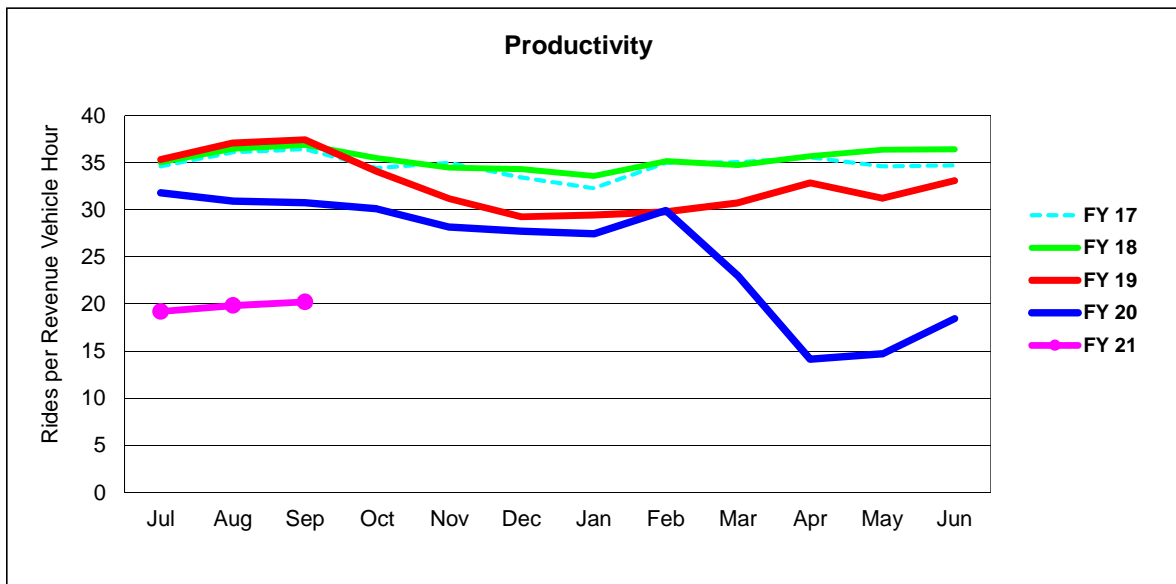
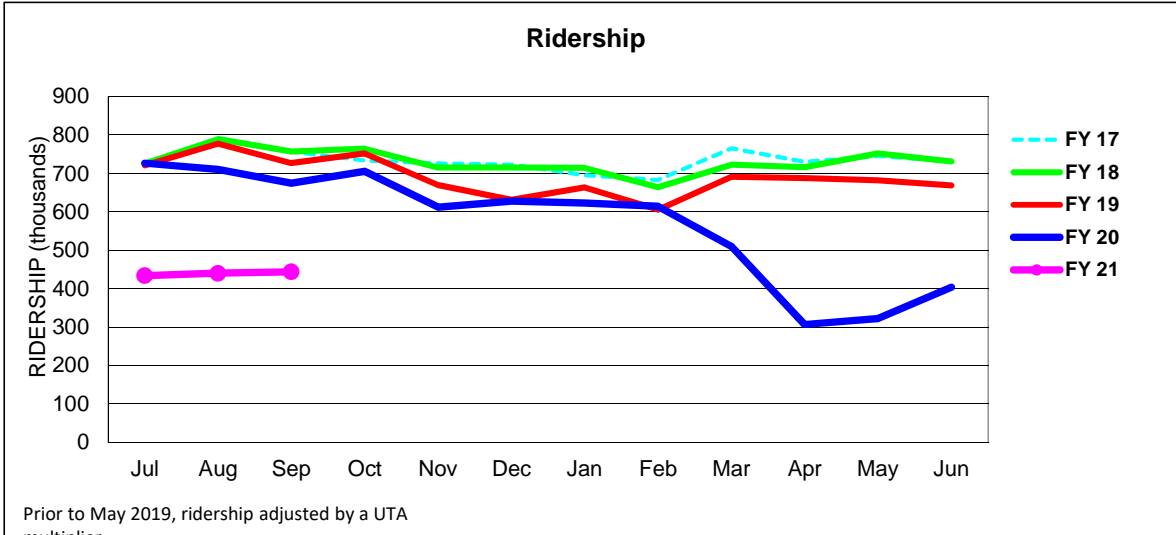
## TART Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Sep 2020	Percent Change	Sep 2019	Oct 2019 - Sep 2020	Percent Change	Oct 2018 - Sep 2019
Monthly Ridership	1,802	-31.1%	2,614	32,508	-28.7%	45,595
Weighted Avg. Daily Ridership	60.0	-31.4%	87.4	90.0	-29.2%	127.0
Revenue Vehicle Hours (RVH)	375	1.3%	370	4,443	-0.7%	4,473
Rides per RVH	4.8	-31.9%	7.1	7.3	-28.2%	10.2
Revenue Vehicle Miles (RVM)	8,175	1.3%	8,071	87,192	-9.0%	95,846
Revenue*	\$0	-100.0%	\$3,152	\$5,608	-88.1%	\$46,947
Farebox Recovery Ratio*	0.0%	-100.0%	6.9%	1.0%	-88.3%	8.7%
Subsidy per Ride	\$26.28	62.6%	\$16.16	\$16.71	55.1%	\$10.78

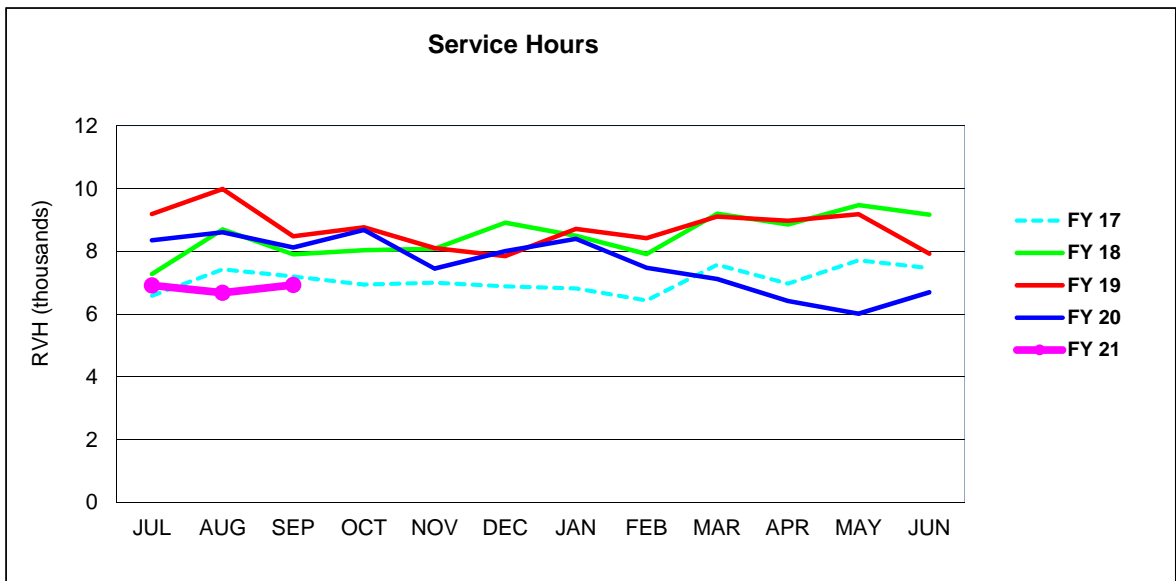
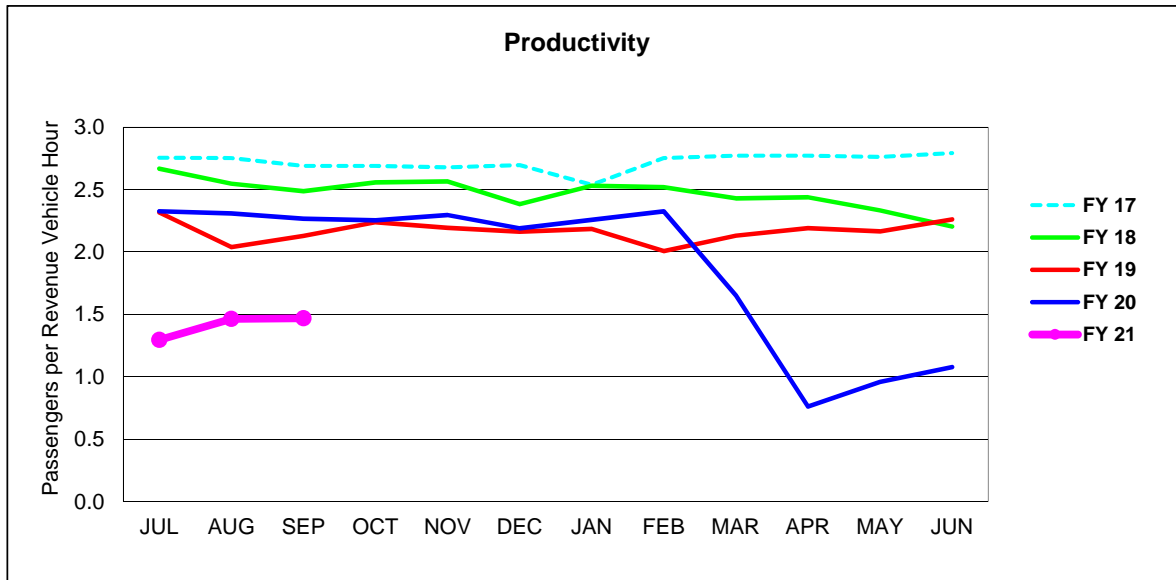
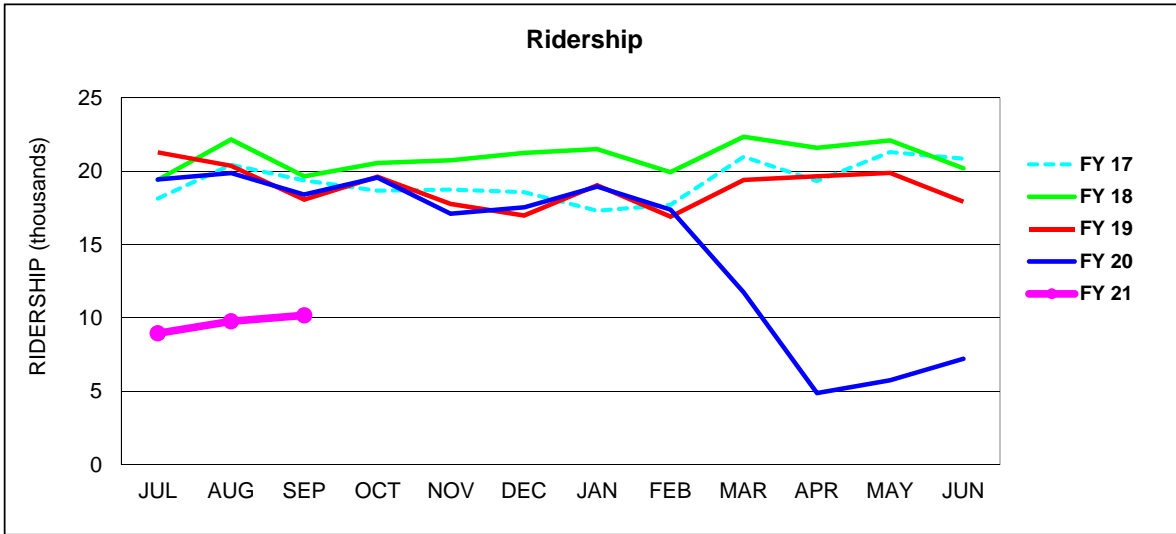
\* - Effective December 12, 2019 TART started providing free rides for a two-year trial period.



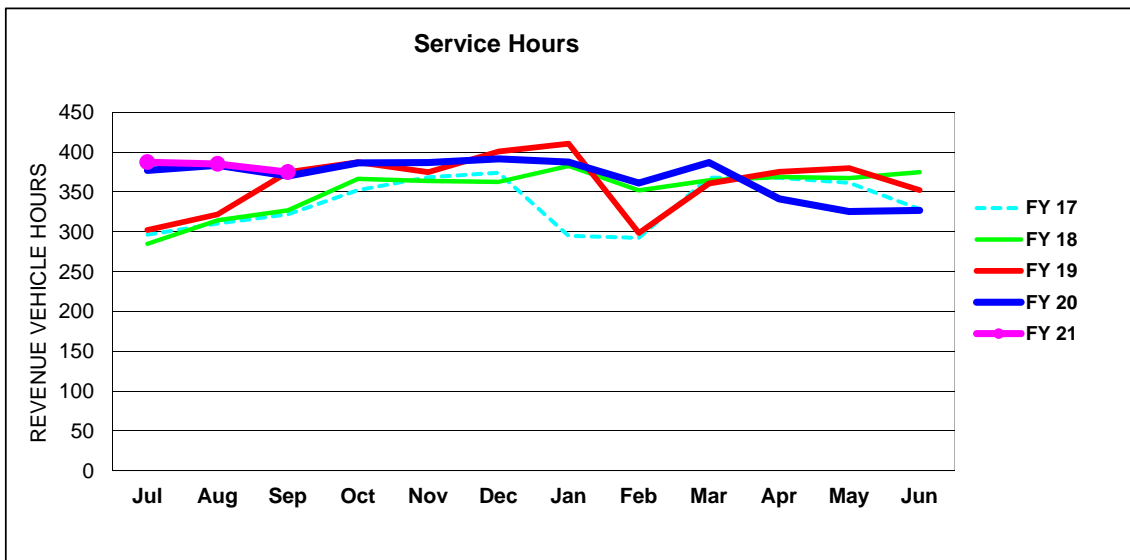
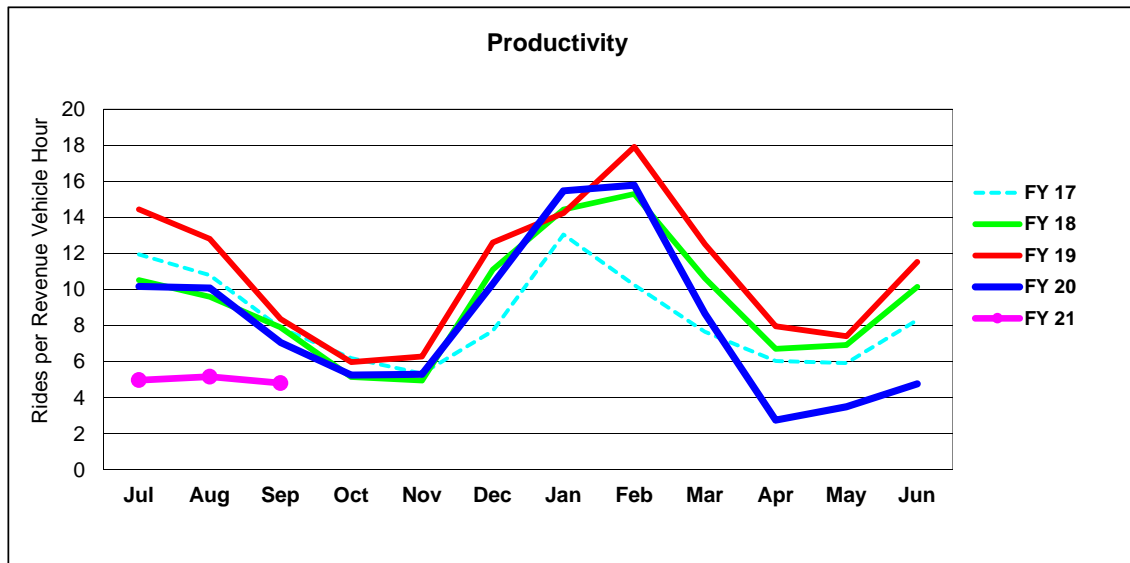
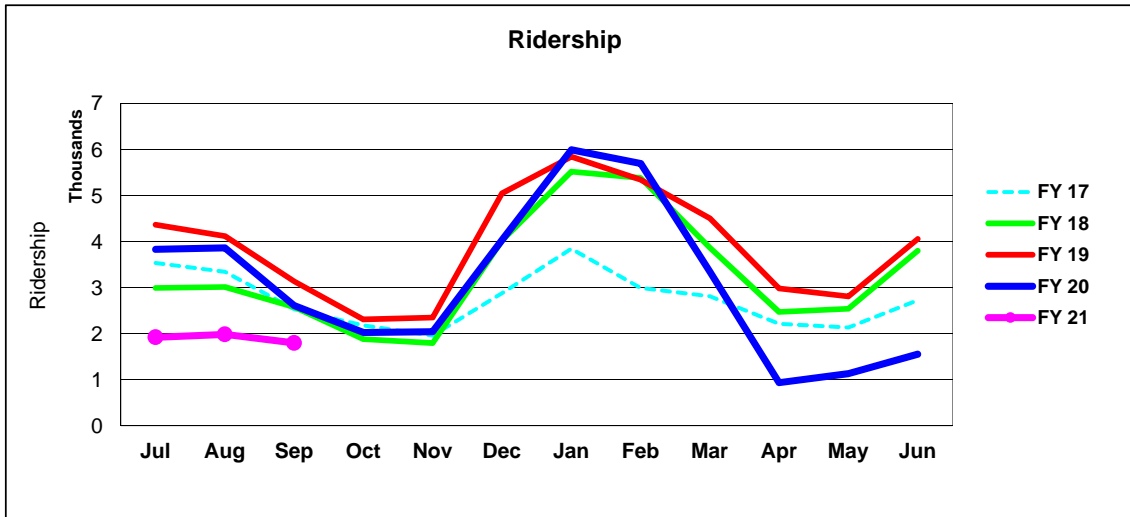
# RTC Transit Fiscal Year Comparisons



# RTC ACCESS Fiscal Year Comparisons



## TART - Nevada Fiscal Year Comparisons





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.7**

**TO:** Regional Transportation Commission

**FROM:** Amy Cummings, AICP, LEED AP  
Deputy Executive Director/Director  
of Planning

Bill Thomas, AICP  
Executive Director

**SUBJECT: RTC Planning Department Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Planning Activity Report.

**PLANNING STUDIES**

*Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study*

The purpose of the study is to enhance mobility and connectivity between the growing communities of Spanish Springs and Lemmon Valley and to facilitate safe and equitable access to economic and recreational opportunities while preserving the character and heritage of the area. The project team is currently developing a draft report and has concluded a refined environmental analysis on the proposed corridor alignment alternatives. A project Technical Advisory Committee (TAC) meeting was held on November 6<sup>th</sup> to review the environmental analysis and consolidated corridor alignments.

*Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan*

The purpose of this plan is to address existing electric and alternative fuel vehicle infrastructure needs in the area as well as to best prepare for continued advances in mobility technology, including the following:

- Systems planning for autonomous and connected transportation infrastructure
- Systems planning and engineering services for autonomous transit infrastructure
- Traffic analysis for micromobility systems and projects
- Systems planning for electric and hydrogen fuel cell charging infrastructure
- Traffic analysis relating to safety of these proposed systems.

A contract was approved at the September 18, 2020, Board meeting and a kick-off meeting with the consultant team was held on November 2<sup>nd</sup>.

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

The RTC, in partnership with the University of Nevada, Reno (UNR), has received a grant from the US Department of Transportation (USDOT) to develop a tool—Automatic Road Feature Extraction from LiDAR (ARFEL)—that automatically extracts highly accurate road geometric features from mobile light-detection-and-ranging (LiDAR) data collected on roads, which will further be used to:

- Analyze relationships between crashes and road factors;
- Identify locations and characteristics of crashes using network screening;
- Select appropriate countermeasures and strategies;
- Evaluate safety improvement projects.

On September 4, an agreement between USDOT, UNR and RTC was executed. On October 28-30, RTC staff attended an online peer exchange with other grantees to share information on the project. The creation of the tool has begun along with all required auxiliary documentation to meet deadlines previously set by the agreement.

### Bicycle and Pedestrian Planning

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

- The Bicycle, Pedestrian, and Wheelchair Count Program is in its 6<sup>th</sup> year of data collection, data analysis, and annual reporting on multimodal transportation and trends in the region. Staff will bring this to the Board in December to approve the new contract with the consultant that was selected in the request for proposals.
- RTC staff is working on updating the regional bike map. The last map was completed for the 2018-2019 year. Staff will distribute the maps in the community once they are completed.
- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA). TMBA. After taking a break, TMBA met the week of November 2<sup>nd</sup>.

### Vision Zero Truckee Meadows

- Agendas are posted on [www.visionzerotruckeemeadows.com](http://www.visionzerotruckeemeadows.com) and the task force met September 8, 2020.
- Between January 1, 2020, and September 30, 2020, ten (10) pedestrians were killed in Washoe County. During this same time in 2019, there were eleven (11) pedestrian fatalities.
- Vision Zero Truckee Meadows participated in International Walk to School Day with the Washoe County School District Safe Routes to School Program.
- #Dusk2DawnNV is a statewide campaign that was launched in the end of October. A short safety video has been shared on social media that has Archie, Truckee, UNR Cheerleaders and a safety crayon demonstrating how to be a safe pedestrian.
- Safety posters were distributed to downtown Sparks and Midtown for businesses to post on their doors reminding people to be safe during the time change. In conjunction, 2,400 wrist slappers that are reflective and 460 reflective backpacks were also distributed to the community. 80% of pedestrian fatalities in Nevada occur in low-light settings.

### Development Review

RTC staff routinely review development proposals from the local jurisdictions of Washoe County and the Cities of Reno and Sparks. Staff from Planning, Engineering and Public Transportation have reviewed and commented on the following number of development proposals from each of the jurisdictions since the last Board meeting:

- Washoe County – 3
- City of Reno – 5
- City of Sparks – 1

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

### **COMMUNITY AND MEDIA OUTREACH ACTIVITIES**

RTC staff conducted the following outreach activities from October 14 – November 18:

October 14	Walk to School Day School/Traffic Safety Outreach
October 14	NV Health Response Statewide Meeting - COVID-19 Response Outreach
October 21	NV Health Response Statewide Meeting - COVID-19 Response Outreach
October 21	International Right-Of-Way Association Members Meeting - RTC Update
October 28	NV Health Response Statewide Meeting COVID-19 Response Outreach
November 3	Election Day Free Transit - Community Free Transit Event
November 4	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
November 4	NV Health Response Statewide Meeting - COVID-19 Response Outreach
November 5	RTC Technical Advisory Committee (TAC) Meeting
November 11	Veterans Day Free Transit - Community Free Transit Event
November 11	NV Health Response Statewide Meeting - COVID-19 Response Outreach
November 13	Stuff A Bus: Children In Care Donation Drive community donation drive
November 18	NV Health Response Statewide Meeting - COVID-19 Response Outreach

### Media Relations & Social Media

The RTC issued six news releases and participated in five (5) media interviews on various topics, including RTC's new FlexRIDE service in Somerset/Verdi and Spanish Springs, the Lakeside Rehabilitation Project, Kuenzli Street reopening to two-way traffic following construction, Vision Zero's #Dusk2DawnNV campaign for pedestrian safety, RTC's free transit RIDE service on Election Day, Nevada Day office closures, and more.

Social media was used to promote the public comment period for the Sparks Blvd. Project meeting, RTC's Board Meeting, two-way traffic on Kuenzli, the expansion of RTC FlexRIDE into Somerset/Verdi and Spanish Springs, the Sky Vista Parkway Project virtual meeting and survey, Nevada Day office closures, NDOT's Spaghetti Bowl traffic control information, voting information, free Election Day transit, Halloween safety and more.

Social media metrics for the month of October: 52,229 impressions on Facebook, Twitter, YouTube and Instagram.

### Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included the a FlexRIDE new service announcement, free Election Day transit information, free Veterans Day transit information, and Stuff A Bus for Children in Care.

## **COORDINATION WITH PARTNER AGENCIES**

### Truckee Meadows Regional Planning Agency (TMRPA)

The RTC continues to have coordination meetings with staff from the TMRPA as the agencies progress with the Shared Work Program. Areas for collaboration include population and employment forecasts, and analysis of demographic and socioeconomic issues.

### Nevada Department of Transportation (NDOT)

The RTC continues to have coordination meetings with staff from NDOT. Areas for collaboration include development of local public agency agreements between NDOT and RTC, maintenance of the regional travel demand model, bicycle and pedestrian improvements, transportation alternatives projects, coordination regarding funding and the State Transportation Improvement Program, One Nevada statewide plan, the I-80 and US 395 widening and improvements to the Spaghetti Bowl, and other ongoing transportation studies.

### Statewide Transportation Planning

RTC meets monthly with staff from NDOT, the Federal Highway Administration (FHWA), RTC of Southern Nevada, Tahoe Regional Planning Agency, Tahoe Transportation District and the Carson Area Metropolitan Planning Organization to discuss statewide transportation planning issues. Other topics addressed include statewide data for performance measures analysis, comments on proposed rulemaking, and reauthorization of federal transportation legislation.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.8**

**TO:** Regional Transportation Commission

**FROM:** Amy Cummings, AICP/LEED AP  
Director of Planning, Deputy Executive Director

Bill Thomas, AICP  
Executive Director

Mark Maloney  
Director of Public Transportation

Brian Stewart, P.E.  
Engineering Director

**SUBJECT: November 2020 Advisory Committees Summary Report**

**RECOMMENDATION**

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

**SUMMARY**

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) and is comprised of 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) that includes local public works directors, community development directors, and staff from other key agencies.
- The Regional Road Impact Fee Technical Advisory Committee (RRIF TAC) which was created to oversee and advise the local governments regarding land use classification assumptions and the Capital Improvements Plan (CIP) used in the impact fee program. The RRIF TAC consists of three representatives from each local entity, two RTC representatives and four private sector members who are appointed by the RTC Board.

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



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

### **FISCAL IMPACT**

There is no fiscal impact associated with this agenda item.

### **ADDITIONAL BACKGROUND**

The following describes key actions and comments received from the RTC advisory committees.

#### **Citizens Multimodal Advisory Committee (CMAC)**

The CMAC met on November 4, 2020, and received reports regarding the Center Street Multi-Modal Improvements Project and the 2050 Regional Transportation Plan (RTP) project evaluation process. The CMAC also recommended approval of Amendment No. 3 to the FFY 2020-2024 Regional Transportation Improvement Plan (RTIP).

#### **Technical Advisory Committee (TAC)**

The TAC met on November 5, 2020, and received reports regarding the Center Street Multi-Modal Improvements Project and the 2050 RTP project evaluation process. The TAC also recommended approval of Amendment No. 3 to the FFY 2020-2024 RTIP.

#### **Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)**

The RRIF TAC did not meet in October.



**REGIONAL TRANSPORTATION COMMISSION**

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.9**

**TO:** Regional Transportation Commission

**FROM:** Stephanie Haddock, CGFM  
Director of Finance/CFO

Bill Thomas, AICP  
Executive Director

**SUBJECT: RTC Procurement Activity Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Procurement Activity Report.

**PROJECTS CURRENTLY ADVERTISED**

**Invitations for Bids (IFB)**

There were not Invitations for Bid

**Request for Proposals (RFP)**

There were no Request for Proposals

**REPORT ON BID AWARDS**

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

There were no bid awards.

**CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR’S AUTHORITY**

Project	Contractor	Approval Date	Change Order Number	Change Order Amount	Revised Total Contract Amount
Virginia Street BRT – Phase 2	Sierra Nevada Construction	10/29/2020	18	\$10,706.84	\$49,439,315.98



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.10**

**TO:** Regional Transportation Commission

**FROM:** Stephanie Haddock, CGFM  
Director of Finance/CFO

Bill Thomas, AICP  
Executive Director

**SUBJECT: RTC Management Policy P-13 – Procurement, Contracting, and Contract Administration and Policy P-57 – Settlement Authority**

**RECOMMENDATION**

Approve amendments to RTC Management Policy P-13 – Procurement, Contracting and Contract Administration and Policy P-57 – Settlement Authority.

**SUMMARY**

In an effort to reach the goal set by the Board and Executive Director to review and revise all Management Policies to ensure effective and efficient agency operations, the attached policy drafts have been developed. Staff recommends the amendments to RTC Management Policy P-13 and P-57 shown in the attached redline documents. Some changes are formatting only which will be applied to all policies for consistency, while other changes are intended to improve the efficiency and effectiveness of procurement activities by aligning the policy requirements more closely with current federal and state law and best-practices of other local governments. The following is a list of the substantive changes:

- P-13
  - The threshold limits for authority to approve a recommendation to award contracts have been increased for Department Directors and the Executive Director to provide substantial administrative efficiencies. Sec. IV.B.5.b. The original policy required that any contract award be approved by the Executive Director when the total contract amount was greater than \$5,000 and less than (or equal to) \$50,000 or approved by the Board when greater than \$50,000. Previously, Sec. 2.5. Executive Director will approve contracts greater than \$25,000 and less than (or equal to) \$100,000. The Board will approve contracts greater than \$100,000.

- The threshold limit for authority to execute contracts has been increased for Department Directors to mirror the limits for contract awards. Sec. IV.C.2.a. The original policy required that any contract execution be approved by the Executive Director when the total contract amount was greater than \$5,000. Previously, Sec. 3.2. Department Directors can approve contracts less than (or equal to) \$25,000.
  - The threshold limit for authority to authorize and approve the execution of options has been decreased for Department Directors to mirror the limits for contract awards. Sec. IV.D.2.a. The original policy allowed that any contract option be approved by the Department Director when the cumulative amount of options exercised was less than (or equal to) \$50,000. Previously, Sec. 4.2. Department Directors can authorize and approve less than (or equal to) \$25,000.
  - The threshold limit for authority to authorize and approve contract amendments has been increased for the Executive Director to mirror the limits for contract awards. Sec. IV.D.6.a. The original policy allowed that any contract amendment be approved by the Department Director when the cumulative contract amendment amount was 10% of the contract amount or \$50,000, whichever was less. Previously, Sec. 4.6. Executive Director will approve cumulative contract amendments less than (or equal to) \$100,000. The Board will approve cumulative contract amendments greater than \$100,000.
  - This policy now refers settlement of contract disputes to RTC Management Policy P-57. Sec. 4.3. The original policy identified threshold levels for authorizing and approving settlements that were identical to RTC Management Policy P-57. Previously, Sec. 4.7.
- P-57
    - This policy is now inclusive to contract-related claims. No changes have been made to the threshold limits for authority to approve settlements.

### **FISCAL IMPACT**

There is no additional cost in connection with this agenda item.

### **PREVIOUS ACTIONS BY BOARD**

09/20/2019	Approve amendments to RTC Management Policy P-13 - Procurement, Contracting and Contract Administration
06/15/2018	Adopt RTC Management Policies regarding Settlement Authority (Non-Contract Related Claims)

### **ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this agenda item.

Attachments

RTC Management Policy P-13  
Date Approved: 08/04/1986  
Date Revised: 11/19/1999  
11/19/2004  
10/20/2006  
02/10/2009  
10/15/2010  
06/15/2018  
09/20/2019

MANAGEMENT POLICY

SUBJECT: PROCUREMENT, CONTRACTING, AND CONTRACT ADMINISTRATION

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to comply with applicable state and federal procurement requirements, including the Nevada Revised Statutes (NRS), the United States Code (U.S.C.), and procurement requirements of the Nevada Department of Transportation (NDOT), U.S. Department of Transportation, Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). As state and federal procurement requirements are amended, this policy will be amended to conform. In the event of a conflict between this policy and state or federal procurement requirements, RTC will comply with the state and federal procurement requirements.

The purpose of this Management Policy is to define authorities and responsibilities for the procurement, contracting, and contract administration activities of RTC. This Management Policy applies to public works and the purchase of materials, goods, and services. This Management Policy does not apply to:

- Purchases of real property;
- Purchases of fuel, utilities, and municipal services;
- Acquisition of right-of-way;
- Disposal of surplus property;
- Purchases of annual maintenance licenses for existing software;
- Letting of revenue contracts;
- Selection of public-private partnerships;
- Interlocal or cooperative agreements (which are addressed separately in RTC Interlocal Agreements Policy); OR
- Employment matters.

II. SCOPE

Public

X Board Members

X RTC Officers

X RTC Employees

Other: \_\_\_\_\_

III. DEFINITIONS

- A. Cardinal Change – Any contract change that is not within the general scope of the original contract.
- B. Environmentally Preferred Product – An item produced with the highest recycled content achievable, recyclable, and sustainably and locally sourced.

IV. POLICY

A. General

- 1. Legal Framework: All RTC contracts must be procured in accordance with NRS 332, NRS 338, NRS 625, and any other applicable state laws and regulations. Contracts relating to projects that will be funded in whole, or in part, with federal funding administered by FTA must be procured in accordance with 2 C.F.R. 200, 49 U.S.C., 49 C.F.R., other FTA requirements, and any other applicable federal laws and regulations. Contracts relating to projects that will be funded in whole, or in part, with federal funding administered by NDOT on behalf of FHWA must be procured in accordance with 2 C.F.R. 200, 23 U.S.C., 23 C.F.R., other FHWA requirements, NDOT's Local Public Agency Program, and any other applicable federal laws and regulations.
- 2. Business Objectives
  - a. RTC will use best efforts to achieve the following business objectives:
    - 1) Minimize reasonably foreseeable risks, and eliminate unreasonable or unnecessary risks;
    - 2) Maximize the public value generated from the expenditure of public funds;
    - 3) Build strong and lasting relationships with contractors; AND
    - 4) Cultivate a competitive marketplace for goods and services.

3. Standards of Conduct: The Executive Director will develop and maintain standards of conduct governing full and open competition, conflicts of interest, prohibited uses of confidential information, and discipline for violations of those standards.
4. Disadvantaged Business Enterprise Program: RTC will actively encourage and assist Disadvantaged Business Enterprises (DBE) to participate competitively in procurement actions. Encouragement and assistance will be provided pursuant to RTC's DBE Program.
5. Sustainable Purchasing: RTC's goal is to purchase environmentally preferred products without sacrificing quality and performance. Staff will strive to purchase products that meet or exceed United States Environmental Protection Agency standards and other more stringent environmental standards and certifications.

**B. Procurement**

**1. Procurement Methods**

- a. State and federal procurement requirements may authorize one or more procurement methods depending on the source of funds to be used, the estimated amount of the contract (annual amount or total amount), the type of materials, goods/services being procured, or other factors.
- b. Staff is authorized to use the procurement methods identified in Appendix A. Staff will select the procurement method that is most appropriate for achieving the business objectives of RTC. The Executive Director is responsible for developing and implementing procedures for staff to select and use the most appropriate procurement method.

**2. Contracts Not Adapted to Award by Competitive Bidding**

- a. The Nevada Legislature has declared that certain contracts by their nature are not adapted to award by competitive bidding. See NRS 332.115. The Executive Director is authorized to determine if and when one of those contracts is not subject to the competitive bidding requirements in NRS Chapter 332.
- b. If only local/state funds will be used, the Executive Director may determine the appropriate level of competition and direct staff to use an appropriate procurement method in Appendix A. If any federal funds will be used, federal competition requirements will still apply unless a federally recognized exception exists.

3. **Emergency Purchases:** In the case of an emergency as defined in state and federal procurement requirements, staff may enter into contracts necessary to contend with the emergency without complying with the requirements of this policy if the Executive Director determines that an emergency exists. See NRS 332.112; 338.011. The Executive Director must report the action to the Board at its next regularly scheduled meeting. NRS 332.112(2); NRS 338.011(2).
4. **Procurement Authorization:** Procurements must be authorized by a department director prior to solicitation. Board authorization is also required prior to solicitation for procurements of professional services using either Competitive Proposal Procedures (RFP), Qualifications-Based Proposal Procedures (RFQ), or Qualified List Procedures. See Appendix A.
5. **Contract Award**
  - a. Contracts must be awarded prior to execution.
  - b. The following are the threshold levels for approving a recommendation to award a contract:

Contract Type/Amount	Authority
Contracts awarded by formal bidding procedures (IFB)	Executive Director
Contracts for Construction managers at risk	Board
Contracts for design-build teams	Board
Contracts Awarded by Other Procurement Methods:	
Contract amount $\leq$ \$25,000	Department Director
\$50,000 < Contract amount $\leq$ \$100,000	Executive Director
Contract amount > \$100,000	Executive Director and Board

- c. Staff will provide notice of the recommendation to award and intent to award at least seven business days prior to award when required by the protest procedures in Appendix B. When the Executive Director or a department director approves a recommendation to award a contract, staff will inform the Board of the award at its next regularly scheduled meeting. When Board action is required to approve a recommendation to award a contract, staff will present the material terms to the Board.



6. Protest Procedures: Staff will follow the protest procedures in Appendix B to ensure uniform, timely, and equitable consideration of protests to procurement actions. To the greatest extent permitted by law, the protest procedures in Appendix B are the exclusive means to protest RTC procurement actions.

C. Contracting

1. Contract Routing and Review: Contracts must be reviewed internally prior to execution to ensure that all contracts are sound and complete agreements.

2. Execution

- a. Contracts must be executed to be binding and effective. The following are the threshold levels for executing contracts:

Contract Amount	Authority
Contract amount $\leq$ \$25,000	Department Director
Contract amount $>$ \$25,000	Executive Director

- b. Contracts may be executed in paper or electronic format as appropriate.

3. Purchase Orders: Purchase orders must be issued before either party proceeds with contract performance. Purchase orders cannot be issued until staff has confirmed that there is a fully executed contract.

D. Contract Administration

1. Contract Administration System

- a. The Executive Director is responsible for developing and implementing a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of contracts and purchase orders.

- b. The threshold levels in this policy for authorizing and approving contract actions may be changed for individual contracts by official Board action.

2. Options

- a. When appropriate, contracts should include options to purchase specified materials, goods, and services at specified prices with procedures for exercising those options. The following are the threshold levels for authorizing and approving the exercise of options:

Cumulative Amount of Option(s)	Authority
Cumulative amount ≤ \$25,000	Department Director
Cumulative amount > \$25,000	Executive Director

- b. The cumulative amount is the amount of the option to be exercised combined with the total amount of all previously exercised options, if any.
- c. The threshold levels in this policy for authorizing and approving contract actions may be changed for individual contracts by official Board action.

3. Contingency: When appropriate, contracts may include line item contingency amounts. The department director must authorize and approve any use of contingency amounts.

4. Change Orders

- a. When appropriate, contracts should include a changes clause with procedures for preparing and processing contract changes that are within the general scope of the original contract, i.e., change orders. The following are the threshold levels for authorizing and approving change orders:

Contract Amount	Authority
Original contract amount ≤ \$1,000,000	Executive Director may authorize and approve change orders up to a cumulative amount of 25% of the Original Contract Amount or \$100,000, whichever is less. Board must approve change orders in excess of that amount.
Original contract amount > \$1,000,000	Executive Director may authorize and approve change orders up to a cumulative amount of 25% of the Original Contract Amount or \$500,000, whichever is less. Board must approve change orders in excess of that amount.

- b. The cumulative amount is the amount of the proposed change order combined with the total amount of all previous change orders, if any.
  - c. Cardinal changes are prohibited.
5. Modifications: Contract modifications that will not create additional financial or legal obligations for RTC, including but not limited to clarifying language and "no cost" extensions of the period for performance, can be authorized and approved by the Executive Director.

6. Amendments

- a. Contract amendments that will create additional financial or legal obligations for RTC must be authorized and approved prior to execution. The following are the threshold levels for authorizing and approving amendments:

Cumulative Amount of Amendment(s)	Authority
Cumulative amount $\leq$ \$100,000	Executive Director
Cumulative amount $>$ \$100,000	Board

- b. The cumulative amount is the amount of the proposed amendment combined with the total amount of all previous amendments, if any.
  - c. Cardinal changes are prohibited.
7. Settlement of Disputes: Contract disputes may be resolved by settlement agreements. Any settlement process will be pursuant to RTC Settlement Authority Management Policy.
8. Routing and Review: Documents to effectuate contract actions must be reviewed internally prior to execution to ensure that all contracts documents are sound and complete agreements.

9. Execution:

- a. Documents to effectuate contract actions must be executed to be binding and effective. When the department director has authority to approve the contract action, the department director shall execute the appropriate documents. When the Executive Director is required to approve the contract action, the Executive Director shall execute the appropriate documents. When the Board is required to approve the contract action, the Executive Director shall execute the appropriate documents following Board approval.

- b. Documents may be executed in paper or electronic format, as appropriate.

- END -

SAMPLE

**Appendix A  
Procurement Methods**

Methods	Page
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2. Petty Cash Procedures	A-2
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SAMPLE

## **1. Emergency Purchase Procedures**

Method: Staff attempts to solicit two or more proposals. If it is not possible to solicit two or more proposals, staff purchases from a single source without competition.

Authorization: Staff may only use emergency purchase procedures in the case of an emergency as defined in state and federal procurement requirements. In general, an emergency exists if the use of a competitive procurement method would result in a delay causing health, safety, or public welfare concerns. See N.R.S. 332.112; N.R.S. 338.011.

## **2. Petty Cash Procedures**

Method: Staff uses the petty cash account to purchase non-inventory items without obtaining competitive quotes.

Authorization: Staff may purchase non-inventory items with petty cash when the cost is  $\leq$  \$50. Only local or state funds can be used as petty cash.

## **3. Procurement Card Procedures**

Method: Staff uses a Procurement Card (P-Card) to purchase non-inventory items without obtaining competitive quotes.

Authorization: Staff may purchase with a P-Card pursuant to the RTC P-Card Program when the expenditure is for:

- Authorized training and travel expenditures;
- $\leq$  \$1,000 for Facilities Maintenance expenditures; OR
- $\leq$  \$500 for all other expenditures.

The total annual expenditures by the holder of the P-Card must be within the spending limits approved by the assigned department director. Only local or state funds can be used for the RTC P-Card Program.

## **4. Micro Purchase Procedures**

Method: Staff purchases without obtaining competitive quotes.

Authorization: If only local/state funds will be used, staff may purchase from a single source without competition when total estimated contract amount is  $\leq$  \$50,000.

If any federal funds will be used, staff may purchase from a single source without competition when total estimated contract amount is  $\leq$  \$10,000.

## **5. Small Purchase Procedures**

Method: Staff purchases after obtaining an appropriate number of proposals, but no less than two proposals.

Authorization: Staff may use small purchase procedures when both of the following conditions are satisfied:

- Estimated annual amount required to perform contract is  $\leq$  \$100,000; AND
- Total estimated contract amount is  $\leq$  \$250,000.

## **6. Formal Bidding Procedures (IFB)**

Method: RTC advertises an invitation for bids and awards a contract to the lowest responsive and responsible bidder.

Authorization: Staff must use formal bidding procedures for public works construction projects for which the estimated cost is  $>$  \$100,000 unless an alternative special procurement method is authorized. See N.R.S. 338.1385 and N.R.S. 338.143. Staff must also use formal bidding procedures if feasible when:

- Estimated annual amount required to perform contract is  $>$  \$100,000; OR
- Total estimated contract amount is  $>$  \$250,000.

Formal bidding procedures are feasible if all of the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the businesses;
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; AND
- No discussion with bidders is needed to award a contract.

## **7. Competitive Proposal Procedures (RFP)**

Method: RTC advertises a request for proposals and awards a contract to the proposer that submitted the best proposal based on:

- Price; OR
- Price and other factors (i.e., best value).

Authorization: If formal bidding procedures are infeasible, and no other procurement method is authorized, staff must use competitive proposal procedures when:

- Estimated annual amount required to perform contract is > \$100,000; OR
- Total estimated contract amount is > \$250,000

Formal bidding procedures may be infeasible if one or more of the following conditions exist:

- The contract award will be based on qualitative factors in addition to price, rather than primarily on the basis of price;
- A complete, adequate, and realistic specification or purchase description allowing for competition primarily on the basis of price may not be available;
- The contract award amount can only be determined on the basis of costs of the contractor derived from a negotiation process;
- Discussions or negotiations may be needed to address technical requirements as well as proposed cost or price aspects of the bidder's proposal; OR
- Other circumstances necessitate a more flexible procurement tool that allows for negotiation.

## **8. Qualifications-Based Procurement Procedures**

Qualifications-based procurement procedures require that price be excluded as an evaluation factor. Qualifications-based procurement procedures (i.e., federal Brooks Act/state mini-Brooks Act compliant procedures) must be used to procure certain architectural, engineering, and land surveying services specified under federal and state law, regardless of the contract amount. See 40 U.S.C. Section 1101-1104; 49 U.S.C. Section 5325(b); N.R.S. 625.530 and 338.010(17). Qualification-based procurement procedures may not be used to procure any other professional services.



**A. Qualifications-Based Proposal Procedures (RFQ)**

Method: RTC advertises a request for proposals with price excluded as an evaluation factor. RTC awards a contract to the most qualified contractor with whom staff can negotiate a fair and reasonable price.

Authorization: If only local or state funds will be used, staff may use qualifications-based proposal procedures when the services are architectural and engineering services specified under state law. See N.R.S. 625.530.

If any federal funds will be used, staff may use qualifications-based proposal procedures when the services are architectural and engineering services specified under federal law. See 40 U.S.C. Section 1101-1104; 49 U.S.C. Section 5325(b).

**B. Qualified List Procedures**

Method: RTC advertises a request for statements of qualifications in certain categories of architectural, engineering, or land surveying services specified under state law with price excluded as an evaluation factor. A selection committee ranks the statements of qualifications and develops a list of qualified contractors by category. The Board approves the list. When RTC needs services in a category, staff identifies the most qualified contractor and attempts to negotiate a fair and reasonable price.

Authorization: If any federal funds will be used, staff cannot use qualified list procedures. If only local/state funds will be used, RTC may use qualified list procedures to procure a routine scope of services in certain categories such as:

- Engineering and design
- Engineering and construction management during construction
- Traffic engineering
- Land surveying

## **9. Sole Source Procedures**

Method: RTC purchases from a single source without competition.

Authorization: If only local or state funds will be used, RTC may purchase goods and services from a single source without competition when:

- The Executive Director determines that:
  - The contract by its nature is not adapted to award by competitive solicitation and is not subject to the competitive solicitation requirements of N.R.S. Chapter 332 (including but not limited to contracts identified in N.R.S. 332.115(1)); AND
  - Sole source procedures are most appropriate due to unique factors and circumstances.
- The contract is otherwise not subject to the competition requirements of N.R.S. Chapter 332 pursuant to state law.

If any federal funds will be used, RTC cannot purchase from a single source without competition unless:

- Competitive procedure methods are infeasible; AND
- Pursuant to 2 C.F.R. 200.320(c)(2)(v)(f), one or more of the following circumstances apply:
  - The item is available only from a single source;
  - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - The federal awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to a written request from RTC (i.e., the non-federal entity); OR
  - After solicitation of a number of sources, competition is determined inadequate.

## **10. Special Procurement Methods**

Method: State and federal law may authorize and/or require special procurement methods in some circumstances.

Authorization: State and federal law may authorize and/or require RTC to use special procurement methods in certain circumstances including, but not limited to, the following:

- Contracts Involving Construction Managers at Risk – N.R.S. 338.1685 et seq.
- Contracts Involving Design-Build Teams – N.R.S. 338.1711 et seq.
- Joinder or Mutual Use of Contracts by Governmental Entities – N.R.S. 332.195
- Purchases through the Purchasing Division of the Department of Administration – N.R.S. 332.135
- Other State Authorized Special Procurement Methods
- FTA Authorized Special Procurement Methods
- FHWA Authorized Special Procurement Methods
- Specifically Authorized Uses of GSA Federal Supply Schedules

**Appendix B  
Protest Procedures**

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K. Records.	B-6

Staff shall post Management Policy P-13 on the RTC website and shall ensure that every solicitation that is required to be advertised/publicized includes the following provision:

Protest Procedures. RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13, which is available on the RTC website. RTC will furnish a copy of Management Policy P-13 upon request.

**A. Scope.**

These protest procedures apply to solicitations that are advertised or publicized through Formal Bidding Procedures (IFB), Competitive Proposal Procedures (RFP), or Qualifications-Based Procurement Procedures. These protest procedures are the exclusive means to protest RTC procurement actions.

**B. Standing.**

To file a protest, the protester must be an actual or prospective supplier of the goods or services whose direct economic interest would be affected by the award of, or failure to award, a contract.

**C. Grounds.**

Protesters may only protest RTC procurement actions based on an allegation that:

1. RTC failed to comply with state or federal law;
2. RTC failed to comply with its procurement policies; OR
3. RTC failed to comply with the terms of its solicitation document.

**D. Costs.**

By filing a protest, the protester agrees that RTC will not be responsible for any costs associated with the protest, including any attorney fees, and that the protester shall not be entitled to reimbursement from RTC regardless of the outcome.

**E. Filing.**

Protests must be in writing and filed with RTC by physical delivery to 1105 Terminal Way, Suite 300, Reno, Nevada 89502. The envelope or package should be addressed to "Attn: Procurement Manager."

**F. Contents.**

Protests should be concise, logically arranged, clear, and legible and must contain the following:

1. Name, address, and telephone number of the protester and a contact person;
2. Date, title, and identification number of the solicitation;
3. A written statement setting forth with specificity the grounds for the protest and supporting evidence. If the protester later raises new grounds or provides new evidence that reasonably could have been raised or provided earlier, RTC will not consider such new grounds or evidence in the determination of the protest;

4. A written statement setting forth with specificity the reasons the protester believes the applicable provisions of law, if any, were violated;
5. The action or relief desired from RTC; AND
6. In the case of solicitations through an IFB or RFP, a protest bond issued by a good and solvent surety authorized to do business in Nevada, in an amount equal to the lesser of:
  - a. 25% of the total value of the bid or proposal submitted by the person filing the protest; OR
  - b. \$250,000.

**G. Timing and Deadlines**

1. Pre-bid/pre-proposal Protests.
  - a. Protests against RTC actions during the solicitation phase must be filed at least five business days prior to the bid opening or proposal due date.
  - b. The Procurement Manager shall make a determination on the merits of the protest prior to opening bids or evaluating proposals.
  - c. The Procurement Manager shall provide the determination to all bidders/proposers prior to opening bids or evaluating proposals.
2. Pre-award Protests.
  - a. Staff shall provide notice of its intent to recommend award of the contract to all bidders/proposers at least seven business days prior to award.
  - b. Protests against the intended award of a contract must be filed within five business days after RTC provides notice of its intent to recommend award.
  - c. A pre-award protest cannot be on grounds which were known, or with due diligence should have been known, by the protester at the pre-bid/proposal protest deadline.
  - d. RTC will not award the contract until the Procurement Manager makes a determination on the merits of the protest and presents that determination to the Board or the Executive Director, as applicable, prior to award; provided, however, that RTC reserves the right to proceed with an award to avoid undue delay or harm to RTC or if it is otherwise in the best interest of RTC as determined by the Executive Director.

- e. The Procurement Manager shall provide the final determination to all bidders/proposers at the time of, or prior to, the award if possible.
3. Post-award Protests.
    - a. Post-award protests must be filed within three business days after award of the contract.
    - b. A post-award protest cannot be on grounds which were known, or, with due diligence should have been known, by the protester at the pre-award protest deadline.
    - c. RTC reserves the right to proceed with the execution or performance of the contract to avoid undue delay or harm to RTC or if it is otherwise in the best interest of RTC as determined by the Executive Director.
    - d. The Procurement Manager shall make a determination on the merits of the protest and present that determination to the Executive Director.
    - e. The Procurement Manager shall provide a final determination to all bidders/proposers stating the action taken on the protest, and the reason for the action. The notice shall be provided within five business days of receipt of a post-award protest, if possible.

**H. Review and Determination.**

1. Upon receipt of a protest, staff will notify the protester that the protest is being reviewed. For FTA funded contracts, the Procurement Manager will notify FTA Region IX, and will keep FTA informed about the status of the protest. For FHWA funded contracts, the Procurement Manager will notify NDOT, and will keep NDOT informed about the status of the protest.
2. The Procurement Manager shall investigate the merits of the protest.
  - a. In its sole discretion, RTC may request additional information from the protester.
  - b. In its sole discretion, RTC may request additional information from other bidders/proposers, and may allow other bidders/proposers to submit comments regarding the merits of the protest.
  - c. In its sole discretion, RTC may schedule an informal conference with all bidders/proposers to discuss the merits of the protest.

- d. In its sole discretion, RTC may summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been previously considered and resolved by RTC in a previous protest.
3. The Procurement Manager's determination on the merits of the protest must be in writing and contain four parts:
    - a. Summary – Describes the protester, the solicitation, the issues raised, and the determination.
    - b. Background – Describes in more detail the history of the solicitation, the events leading to the protest, the date the protest was received, and the evaluation process.
    - c. Discussion – Identifies the issues raised, the factors considered in reaching the determination, and the rationale for the determination.
    - d. Determination – States the determination and any remedy or subsequent action resulting from the determination, e.g., award, cancellation of the procurement, etc.

#### **I. FTA Involvement.**

For FTA funded contracts, the protester may raise matters that are primarily a Federal concern with the FTA. Matters involving the award of a contract must be raised with FTA within five business days of receipt of RTC's determination on the merits of the protest.

#### **J. Confidentiality.**

Materials submitted by a protester will not be withheld from any interested party outside of RTC or from any governmental entity which may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation. If the protester believes that a protest contains proprietary materials which should be withheld, a statement advising of this fact must be affixed to the front page of the protest and the alleged proprietary information must be so identified wherever it appears. If a protester requests that RTC withhold from disclosure information identified as confidential, and RTC complies with the protester's request, the protester assumes all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless RTC from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the protester information), and pay any and all costs and expenses related to the withholding of the protester's information. The protester shall not make a claim, sue, or maintain any legal action against RTC or its directors, officers, employees, or agents concerning the withholding from disclosure of protester's information.

**K. Records.**

1. Upon receipt of a protest, the Procurement Manager shall establish a separate file in which reasonable and adequate documentation of the protest and outcome shall be maintained.
2. The file should, at a minimum, include the following:
  - a. Notice of intent to award;
  - b. The protest;
  - c. Notices to FTA or NDOT, if required;
  - d. Record of timeliness of actions;
  - e. Record of internal or external review of the protest;
  - f. Record of legal review of the protest, if any;
  - g. The Procurement Manager's determination on the merits of the protest;  
AND
  - h. Any notices or correspondence provided in connection with the protest.



RTC Management Policy P-13  
Date Approved: 08/04/1986  
Date Revised: 11/19/1999  
11/19/2004  
10/20/2006  
02/10/2009  
10/15/2010  
06/15/2018  
09/20/2019

MANAGEMENT POLICY

SUBJECT: PROCUREMENT, CONTRACTING, AND CONTRACT ADMINISTRATION

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to comply with applicable state and federal procurement requirements, including the Nevada Revised Statutes (NRS), the United States Code (U.S.C.), and procurement requirements of the Nevada Department of Transportation (NDOT), U.S. Department of Transportation-~~(USDOT)~~, Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). As state and federal procurement requirements are amended, this policy will be amended to conform. In the event of a conflict between this policy and state or federal procurement requirements, RTC will comply with the state and federal procurement requirements.

The purpose of this Management Policy is to define authorities and responsibilities for the procurement, contracting, and contract administration activities of RTC. This Management Policy applies to public works and the purchase of materials, goods, and services. This Management Policy does not apply to:

- Purchases of real property;
- Purchases of fuel, utilities, and municipal services;
- Acquisition of right-of-way;
- Disposal of surplus property;
- Purchases of annual maintenance licenses for existing software;
- Letting of revenue contracts;
- Selection of public-private partnerships;
- Interlocal or cooperative agreements (which are addressed separately in RTC Interlocal Agreements Policy); OR
- Employment matters.

II. SCOPE

- Public
- X Board Members
- X RTC Officers
- X RTC Employees
- Other: \_\_\_\_\_

III. DEFINITIONS

- A. Cardinal Change – Any contract change that is not within the general scope of the original contract.
- B. Environmentally Preferred Product – An item produced with the highest recycled content achievable, recyclable, and sustainably and locally sourced.

IV. POLICY

A. General

- 1. Legal Framework: All RTC contracts must be procured in accordance with NRS 332, NRS 338, NRS 625, and any other applicable state laws and regulations. Contracts relating to projects that will be funded in whole, or in part, with federal funding administered by FTA must be procured in accordance with 2 C.F.R. 200, 49 U.S.C., 49 C.F.R., other FTA requirements, and any other applicable federal laws and regulations. Contracts relating to projects that will be funded in whole, or in part, with federal funding administered by NDOT on behalf of FHWA must be procured in accordance with 2 C.F.R. 200, 23 U.S.C., 23 C.F.R., other FHWA requirements, NDOT's Local Public Agency Program, and any other applicable federal laws and regulations.
- 2. Business Objectives
  - a. RTC will use best efforts to achieve the following business objectives:
    - 1) Minimize reasonably foreseeable risks, and eliminate unreasonable or unnecessary risks;
    - 2) Maximize the public value generated from the expenditure of public funds;
    - 3) Build strong and lasting relationships with contractors; AND
    - 4) Cultivate a competitive marketplace for goods and services.

3. Standards of Conduct: The Executive Director will develop and maintain standards of conduct governing full and open competition, conflicts of interest, prohibited uses of confidential information, and discipline for violations of those standards.
4. Disadvantaged Business Enterprise Program: RTC will actively encourage and assist Disadvantaged Business Enterprises (~~each a~~ DBE) to participate competitively in procurement actions. Encouragement and assistance will be provided pursuant to RTC's DBE Program.
5. Sustainable Purchasing: RTC's goal is to purchase environmentally preferred products ~~(i.e., produced with the highest recycled content achievable, recyclable, and sustainably and locally sourced)~~ without sacrificing quality and performance. Staff will strive to purchase products that meet or exceed United States Environmental Protection Agency standards and other more stringent environmental standards and certifications.

B. Procurement

1. Procurement Methods

- a. State and federal procurement requirements may authorize one or more procurement methods depending on the source of funds to be used, the estimated amount of the contract (annual amount ~~and/or~~ total amount), the type of materials, goods ~~or~~ services being procured, ~~and/or~~ other factors.
- b. Staff is authorized to use the procurement methods identified in Appendix A. Staff will select the procurement method that is most appropriate for achieving the business objectives of ~~the~~ RTC. The Executive Director is responsible for developing and implementing procedures for staff to select and use the most appropriate procurement method.

2. Contracts Not Adapted to Award by Competitive Bidding

- a. The Nevada Legislature has declared that certain contracts by their nature are not adapted to award by competitive bidding. See NRS 332.115. The Executive Director is authorized to determine if and when one of those contracts is not subject to the competitive bidding requirements in NRS Chapter 332.

- b. If only local/state funds will be used, the Executive Director may determine the appropriate level of competition and direct staff to use an appropriate procurement method in Appendix A. If any federal funds will be used, federal competition requirements will still apply unless a federally recognized exception exists. ~~See Appendix A, Sec. 9.~~
3. **Emergency Purchases:** In the case of an emergency as defined in state and federal procurement requirements, staff may enter into contracts necessary to contend with the emergency without complying with the requirements of this policy if the Executive Director determines that an emergency exists. See NRS 332.112; 338.011. The Executive Director must report the action to the Board at its next regularly scheduled meeting. NRS 332.112(2); NRS 338.011(2).
4. **Procurement Authorization:** Procurements must be authorized by a department director prior to solicitation. Board authorization is also required prior to solicitation for procurements of professional services using either Competitive Proposal Procedures (RFP), Qualifications-Based Proposal Procedures (RFQ), or Qualified List Procedures. See Appendix A.
5. **Contract Award**
  - a. Contracts must be awarded prior to execution.

- b. The following are the threshold levels for approving a recommendation to award a contract:

<u>Contract Type/Amount</u>	<u>Authority</u>
<del>Contracts Awarded by Formal Bidding Procedures (IFB)</del>	<del>Executive Director</del>
<del>Contracts for Construction Managers at Risk</del>	<del>Board</del>
<del>Contracts for Design-Build Teams</del>	<del>Board</del>
<del>Contracts Awarded by Other Procurement Methods</del>	
<del>Contract Amounts ≤ \$5,000</del>	<del>Department Director</del>
<del>\$5,000 &lt; Contract Amounts ≤ \$50,000</del>	<del>Executive Director</del>
<del>Contract Amount &gt; \$50,000</del>	<del>Board</del>

<u>Contract Type/Amount</u>	<u>Authority</u>
<u>Contracts awarded by formal bidding procedures (IFB)</u>	<u>Executive Director</u>
<u>Contracts for Construction managers at risk</u>	<u>Board</u>
<u>Contracts for design-build teams</u>	<u>Board</u>
<u>Contracts Awarded by Other Procurement Methods:</u>	
<u>Contract amount ≤ \$25,000</u>	<u>Department Director</u>
<u>\$50,000 &lt; Contract amount ≤ \$100,000</u>	<u>Executive Director</u>
<u>Contract amount &gt; \$100,000</u>	<u>Executive Director and Board</u>

- c. Staff will provide notice of the recommendation to award and intent to award at least seven business days prior to award when required by the protest procedures in Appendix B. When the Executive Director or a department director approves a recommendation to award a contract, staff will inform the Board of the award at its next regularly scheduled meeting. When Board action is required to approve a recommendation to award a contract, staff will present the material terms to the Board.

6. Protest Procedures: Staff will follow the protest procedures in Appendix B to ensure uniform, timely, and equitable consideration of protests to procurement actions. To the greatest extent permitted by law, the protest procedures in Appendix B are the exclusive means to protest RTC procurement actions.

C. Contracting

1. Contract Routing and Review: Contracts must be reviewed internally prior to execution ~~in order~~ to ensure that all contracts are sound and complete agreements.

2. Execution

- a. Contracts must be executed ~~in order~~ to be binding and effective. The following are the threshold levels for executing contracts:

<u>Contract Amount</u>	<u>Authority</u>
<u>Contract Amount ≤ \$5,000</u>	<u>Department Director</u>
<u>Contract Amount &gt; \$5,000</u>	<u>Executive Director</u>

<u>Contract Amount</u>	<u>Authority</u>
<u>Contract amount ≤ \$25,000</u>	<u>Department Director</u>
<u>Contract amount &gt; \$25,000</u>	<u>Executive Director</u>

- b. Contracts may be executed in paper or electronic format as appropriate.

3. Purchase Orders: Purchase orders must be issued before either party proceeds with contract performance. Purchase orders cannot be issued until staff has confirmed that there is a fully executed contract.

D. Contract Administration

1. Contract Administration System

- a. The Executive Director is responsible for developing and implementing a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of contracts and purchase orders.
- b. The threshold levels in this ~~Part 4~~ policy for authorizing and approving contract actions may be changed for individual contracts by official Board action.

2. Options

- a. When appropriate, contracts should include options to purchase specified materials, goods, and services at specified prices with procedures for exercising those options. The following are the threshold levels for authorizing and approving the exercise of options:

<u>Cumulative Amount of Option(s) Exercised</u>	<u>Authority</u>
<u>Cumulative Amount ≤ \$50,000</u>	<u>Department Director</u>
<u>Cumulative Amount &gt; \$50,000</u>	<u>Executive Director</u>

<u>Cumulative Amount of Option(s)</u>	<u>Authority</u>
<u>Cumulative amount ≤ \$25,000</u>	<u>Department Director</u>
<u>Cumulative amount &gt; \$25,000</u>	<u>Executive Director</u>

- b. The cumulative amount is the amount of the option to be exercised combined with the total amount of all previously exercised options, if any.
- c. The threshold levels in this policy for authorizing and approving contract actions may be changed for individual contracts by official Board action.

3. Contingency: When appropriate, contracts may include line item contingency amounts. The department director must authorize and approve any use of contingency amounts.

4. Change Orders

- a. When appropriate, contracts should include a changes clause with procedures for preparing and processing contract changes that are within the general scope of the original contract, i.e., change orders. The following are the threshold levels for authorizing and approving change orders:

<u>Contract Amount</u>	<u>Authority</u>
<del>Original Contract Amount ≤ \$1,000,000</del> authorize	<del>Executive Director may</del>  and approve change orders up to an aggregate/cumulative amount of 25% of the Original Contract Amount or \$100,000, whichever is less. Board must approve change orders in excess of that amount.
<del>Original Contract Amount &gt; \$1,000,000</del> authorize	<del>Executive Director may</del>  and approve change orders up to an aggregate/cumulative amount of 10% of the Original Contract Amount or \$500,000, whichever is less. Board must approve change orders in excess of that amount.

<u>Contract Amount</u>	<u>Authority</u>
<u>Original contract amount ≤ \$1,000,000</u>	<u>Executive Director may authorize and approve change orders up to a cumulative amount of 25% of the Original Contract Amount or \$100,000, whichever is less. Board must approve change orders in excess of that amount.</u>
<u>Original contract amount &gt; \$1,000,000</u>	<u>Executive Director may authorize and approve change orders up to a cumulative amount of 25% of the Original Contract Amount or \$500,000, whichever is less. Board must approve change orders in excess of that amount.</u>



~~b. The cumulative amount is the amount of the proposed change order combined with the total amount of all previous change orders, if any.~~

~~b.c. Cardinal changes that are not within the general scope of the original contract are "cardinal changes" and are prohibited.~~

5. Modifications: Contract modifications that will not create additional financial or legal obligations for RTC, including but not limited to clarifying language and "no cost" extensions of the period for performance, can be authorized and approved by the Executive Director.

6. Amendments

a. Contract amendments that will create additional financial or legal obligations for RTC must be authorized and approved prior to execution. ~~The Executive Director may authorize and approve amendments up to an aggregate/cumulative amount of 10% of the original contract amount or \$50,000, whichever is less. The Board must approve amendments in excess of that amount. The following are the threshold levels for authorizing and approving amendments:~~

Cumulative Amount of Amendment(s)	Authority
Cumulative amount ≤ \$100,000	Executive Director
Cumulative amount > \$100,000	Board

~~b. The cumulative amount is the amount of the proposed amendment combined with the total amount of all previous amendments, if any.~~

~~c. Contract changes that are not within the general scope of the original contract are "cardinal changes" and are prohibited.~~

~~7. Settlement of Disputes: Contract disputes may be resolved by settlement agreements. Settlements must be authorized and approved prior to execution. The following are the threshold levels for authorizing and approving settlements:~~

~~8. Settlement Amount Authority~~

~~9. Settlement Amount ≤ \$50,000 Executive Director~~

~~10. Settlement Amount > \$50,000 Board~~

~~11.7. Any settlement process will be pursuant to RTC Settlement Authority Management Policy~~

~~12.8. Routing and Review: Documents to effectuate contract actions must be reviewed internally prior to execution in order to ensure that all contracts documents are sound and complete agreements.~~

13.9. Execution:

- a. ~~Contract documents (i.e., options, change orders, modifications, amendments, and settlements)~~ Documents to effectuate contract actions must be executed ~~in order~~ to be binding and effective. When the department director has authority to approve the contract action, the department director shall execute the appropriate documents. When the Executive Director is required to approve the contract action, the Executive Director shall execute the appropriate documents. When the Board is required to approve the contract action, the Executive Director shall execute the appropriate documents ~~after the following~~ Board ~~approves~~ approval.
- b. Documents may be executed in paper or electronic format, as appropriate.

- END -

**Appendix A  
Procurement Methods**

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### **1. Emergency Purchase Procedures**

Method: Staff attempts to solicit two or more proposals. If it is not possible to solicit two or more proposals, staff purchases from a single source without competition.

Authorization: Staff may only use emergency purchase procedures in the case of an emergency as defined in state and federal procurement requirements. In general, an emergency exists if the use of a competitive procurement method would result in a delay causing health, safety, or public welfare concerns. See N.R.S. 332.112; N.R.S. 338.011.

### **2. Petty Cash Procedures**

Method: Staff uses the petty cash account to purchase non-inventory items without obtaining competitive quotes.

Authorization: Staff may purchase non-inventory items with petty cash when the cost is  $\leq$  \$50. Only local or state funds can be used as petty cash.

### **3. Procurement Card Procedures**

Method: Staff uses a Procurement Card (P-Card) to purchase non-inventory items without obtaining competitive quotes.

Authorization: Staff may purchase with a P-Card pursuant to the RTC P-Card Program when the expenditure is for:

- Authorized training and travel expenditures;
- $\leq$  \$1,000 for Facilities Maintenance expenditures; OR
- $\leq$  \$500 for all other expenditures.

The total annual expenditures by the holder of the P-Card must be within the spending limits approved by the assigned department director. Only local or state funds can be used for the RTC P-Card Program.

### **4. Micro Purchase Procedures**

Method: Staff purchases without obtaining competitive quotes.

Authorization: If only local/state funds will be used, staff may purchase from a single source without competition when total estimated contract amount is  $\leq$  \$50,000.

If any federal funds will be used, staff may purchase from a single source without competition when total estimated contract amount is  $\leq$  \$10,000.

## **5. Small Purchase Procedures**

Method: Staff purchases after obtaining an appropriate number of proposals, but no less than two proposals.

Authorization: Staff may use small purchase procedures when both of the following conditions are satisfied:

- Estimated annual amount required to perform contract is  $\leq$  \$100,000; AND
- Total estimated contract amount is  $\leq$  \$250,000.

## **6. Formal Bidding Procedures (IFB)**

Method: RTC advertises an invitation for bids and awards a contract to the lowest responsive and responsible bidder.

Authorization: Staff must use formal bidding procedures for public works construction projects for which the estimated cost is  $>$  \$100,000 unless an alternative special procurement method is authorized. See N.R.S. 338.1385 and N.R.S. 338.143. Staff must also use formal bidding procedures if feasible when:

- Estimated annual amount required to perform contract is  $>$  \$100,000; OR
- Total estimated contract amount is  $>$  \$250,000.

Formal bidding procedures are feasible if all of the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the businesses;
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; AND
- No discussion with bidders is needed to award a contract.

## **7. Competitive Proposal Procedures (RFP)**

Method: RTC advertises a request for proposals and awards a contract to the proposer that submitted the best proposal based on:

- Price; OR
- Price and other factors (i.e., best value).

Authorization: If formal bidding procedures are infeasible, and no other procurement method is authorized, staff must use competitive proposal procedures when:

- Estimated annual amount required to perform contract is > \$100,000; OR
- Total estimated contract amount is > \$250,000

Formal bidding procedures may be infeasible if one or more of the following conditions exist:

- The contract award will be based on qualitative factors in addition to price, rather than primarily on the basis of price;
- A complete, adequate, and realistic specification or purchase description allowing for competition primarily on the basis of price may not be available;
- The contract award amount can only be determined on the basis of costs of the contractor derived from a negotiation process;
- Discussions or negotiations may be needed to address technical requirements as well as proposed cost or price aspects of the bidder's proposal; OR
- Other circumstances necessitate a more flexible procurement tool that allows for negotiation.

## **8. Qualifications-Based Procurement Procedures**

Qualifications-based procurement procedures require that price be excluded as an evaluation factor. Qualifications-based procurement procedures (i.e., federal Brooks Act/state mini-Brooks Act compliant procedures) must be used to procure certain architectural, engineering, and land surveying services specified under federal and state law, regardless of the contract amount. See 40 U.S.C. Section 1101-1104; 49 U.S.C. Section 5325(b); N.R.S. 625.530 and 338.010(17). Qualification-based procurement procedures may not be used to procure any other professional services.

**A. Qualifications-Based Proposal Procedures (RFQ)**

Method: RTC advertises a request for proposals with price excluded as an evaluation factor. RTC awards a contract to the most qualified contractor with whom staff can negotiate a fair and reasonable price.

Authorization: If only local or state funds will be used, staff may use qualifications-based proposal procedures when the services are architectural and engineering services specified under state law. See N.R.S. 625.530.

If any federal funds will be used, staff may use qualifications-based proposal procedures when the services are architectural and engineering services specified under federal law. See 40 U.S.C. Section 1101-1104; 49 U.S.C. Section 5325(b).

**B. Qualified List Procedures**

Method: RTC advertises a request for statements of qualifications in certain categories of architectural, engineering, or land surveying services specified under state law with price excluded as an evaluation factor. A selection committee ranks the statements of qualifications and develops a list of qualified contractors by category. The Board approves the list. When RTC needs services in a category, staff identifies the most qualified contractor and attempts to negotiate a fair and reasonable price.

Authorization: If any federal funds will be used, staff cannot use qualified list procedures. If only local/state funds will be used, RTC may use qualified list procedures to procure a routine scope of services in certain categories such as:

- Engineering and design
- Engineering and construction management during construction
- Traffic engineering
- Land surveying

## **9. Sole Source Procedures**

Method: RTC purchases from a single source without competition.

Authorization: If only local ~~or~~ state funds will be used, RTC may purchase goods and services from a single source without competition when:

- The Executive Director determines that:
  - The contract by its nature is not adapted to award by competitive solicitation and is not subject to the competitive solicitation requirements of N.R.S. Chapter 332 (including but not limited to contracts identified in N.R.S. 332.115(1)); AND
  - Sole source procedures are most appropriate due to unique factors and circumstances.
- The contract is otherwise not subject to the competition requirements of N.R.S. Chapter 332 pursuant to state law.

If any federal funds will be used, RTC cannot purchase from a single source without competition unless:

- Competitive procedure methods are infeasible; AND
- Pursuant to 2 C.F.R. 200.320(c)(2)(v)(f), one or more of the following circumstances apply:
  - The item is available only from a single source;
  - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - The federal awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to a written request from RTC (i.e., the non-federal entity); OR
  - After solicitation of a number of sources, competition is determined inadequate.

## **10. Special Procurement Methods**

Method: State and federal law may authorize and/or require special procurement methods in some circumstances.

Authorization: State and federal law may authorize and/or require RTC to use special procurement methods in certain circumstances including, but not limited to, the following:

- Contracts Involving Construction Managers at Risk – N.R.S. 338.1685 et seq.
- Contracts Involving Design-Build Teams – N.R.S. 338.1711 et seq.
- Joinder or Mutual Use of Contracts by Governmental Entities – N.R.S. 332.195
- Purchases through the Purchasing Division of the Department of Administration – N.R.S. 332.135
- Other State Authorized Special Procurement Methods
- FTA Authorized Special Procurement Methods
- FHWA Authorized Special Procurement Methods
- Specifically Authorized Uses of GSA Federal Supply Schedules



**Appendix B  
Protest Procedures**

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G. Timing and Deadlines	B-3
1. Pre-bid/pre-proposal Protests.	B-3
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H. Review and Determination.	B-4
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J. Confidentiality.	B-5
K. Records.	B-6

Staff shall post Management Policy P-13 on the RTC website and shall ensure that every solicitation that is required to be advertised/publicized includes the following provision:

Protest Procedures. RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13, which is available on the RTC website. RTC will furnish a copy of Management Policy P-13 upon request.

**A. Scope.**

These protest procedures apply to solicitations that are advertised ~~or~~ publicized through Formal Bidding Procedures (IFB), Competitive Proposal Procedures (RFP), or Qualifications-Based Procurement Procedures. These protest procedures are the exclusive means to protest RTC procurement actions.

**B. Standing. ~~In order to~~**

To file a protest, the protester must be an actual or prospective supplier of the goods or services whose direct economic interest would be affected by the award of, or failure to award, a contract.

**C. Grounds.**

Protesters may only protest RTC procurement actions based on an allegation that:

1. RTC failed to comply with state or federal law;
2. RTC failed to comply with its procurement policies; OR
3. RTC failed to comply with the terms of its solicitation document.

**D. Costs.**

By filing a protest, the protester agrees that RTC will not be responsible for any costs associated with the protest, including any attorney fees, and that the protester shall not be entitled to reimbursement from RTC regardless of the outcome.

**E. Filing.**

Protests must be in writing and filed with RTC by physical delivery to 1105 Terminal Way, Suite 300, Reno, Nevada 89502. The envelope or package should be addressed to “Attn: Procurement Manager.”

**F. Contents.**

Protests should be concise, logically arranged, clear, and legible and must contain the following:

1. Name, address, and telephone number of the protester and a contact person;
2. Date, title, and identification number of the solicitation;
3. A written statement setting forth with specificity the grounds for the protest and supporting evidence. If the protester later raises new grounds or provides new evidence that reasonably could have been raised or provided earlier, RTC will not consider such new grounds or evidence in the determination of the protest;

4. A written statement setting forth with specificity the reasons the protester believes the applicable provisions of law, if any, were violated;
5. The action or relief desired from RTC; AND
6. In the case of solicitations through an IFB or RFP, a protest bond issued by a good and solvent surety authorized to do business in Nevada, in an amount equal to the lesser of:
  - a. 25% of the total value of the bid or proposal submitted by the person filing the protest; OR
  - b. \$250,000.

**G. Timing and Deadlines**

1. Pre-bid/pre-proposal Protests.
  - a. Protests against RTC actions during the solicitation phase must be filed at least five business days prior to the bid opening or proposal due date.
  - b. The Procurement Manager shall make a determination on the merits of the protest prior to opening bids or evaluating proposals.
  - c. The Procurement Manager shall provide the determination to all bidders/proposers prior to opening bids or evaluating proposals.
2. Pre-award Protests.
  - a. Staff shall provide notice of its intent to recommend award of the contract to all bidders/proposers at least seven business days prior to award.
  - b. Protests against the intended award of a contract must be filed within five business days after RTC provides notice of its intent to recommend award.
  - c. A pre-award protest cannot be on grounds which were known, or with due diligence should have been known, by the protester at the pre-bid/proposal protest deadline.
  - d. RTC will not award the contract until the Procurement Manager makes a determination on the merits of the protest and presents that determination to the Board or the Executive Director, as applicable, prior to award; provided, however, that RTC reserves the right to proceed with an award to avoid undue delay or harm to RTC or if it is otherwise in the best interest of RTC as determined by the Executive Director.

- e. The Procurement Manager shall provide the final determination to all bidders/proposers at the time of, or prior to, the award if possible.
3. Post-award Protests.
    - a. Post-award protests must be filed within three business days after award of the contract.
    - b. A post-award protest cannot be on grounds which were known, or, with due diligence should have been known, by the protester at the pre-award protest deadline.
    - c. RTC reserves the right to proceed with the execution or performance of the contract to avoid undue delay or harm to RTC or if it is otherwise in the best interest of RTC as determined by the Executive Director.
    - d. The Procurement Manager shall make a determination on the merits of the protest and present that determination to the Executive Director.
    - e. The Procurement Manager shall provide a final determination to all bidders/proposers stating the action(s) taken on the protest, and the reason for the action(s). The notice shall be provided within five business days of receipt of a post-award protest, if possible.

#### **H. Review and Determination.**

1. Upon receipt of a protest, staff will notify the protester that the protest is being reviewed. For FTA funded contracts, the Procurement Manager will notify FTA Region IX, and will keep FTA informed about the status of the protest. For FHWA funded contracts, the Procurement Manager will notify NDOT, and will keep NDOT informed about the status of the protest.
2. The Procurement Manager shall investigate the merits of the protest.
  - a. In its sole discretion, RTC may request additional information from the protester.
  - b. In its sole discretion, RTC may request additional information from other bidders/proposers, and may allow other bidders/proposers to submit comments regarding the merits of the protest.
  - c. In its sole discretion, RTC may schedule an informal conference with all bidders/proposers to discuss the merits of the protest.

- d. In its sole discretion, RTC may summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been previously considered and resolved by RTC in a previous protest.
3. The Procurement Manager's determination on the merits of the protest must be in writing and contain four parts:
  - a. Summary – Describes the protester, the solicitation, the issues raised, and the determination.
  - b. Background – Describes in more detail the history of the solicitation, the events leading to the protest, the date the protest was received, and the evaluation process.
  - c. Discussion – Identifies the issues raised, the factors considered in reaching the determination, and the rationale for the determination.
  - d. Determination – States the determination and any remedy or subsequent action resulting from the determination, e.g., award, cancellation of the procurement, etc.

#### **I. FTA Involvement.**

For FTA funded contracts, the protester may raise matters that are primarily a Federal concern with the FTA. Matters involving the award of a contract must be raised with FTA within five business days of receipt of RTC's determination on the merits of the protest.

#### **J. Confidentiality.**

Materials submitted by a protester will not be withheld from any interested party outside of RTC or from any governmental entity which may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation. If the protester believes that a protest contains proprietary materials which should be withheld, a statement advising of this fact must be affixed to the front page of the protest and the alleged proprietary information must be so identified wherever it appears. If a protester requests that RTC withhold from disclosure information identified as confidential, and RTC complies with the protester's request, the protester assumes all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless RTC from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the protester information), and pay any and all costs and expenses related to the withholding of the protester's information. The protester shall not make a claim, sue, or maintain any legal action against RTC or its directors, officers, employees, or agents concerning the withholding from disclosure of protester's information.

**K. Records.**

1. Upon receipt of a protest, the Procurement Manager shall establish a separate file in which reasonable and adequate documentation of the protest and outcome shall be maintained.
2. The file should, at a minimum, include the following:
  - a. Notice of intent to award;
  - b. The protest;
  - c. Notices to FTA or NDOT, if required;
  - d. Record of timeliness of actions;
  - e. Record of internal or external review of the protest;
  - f. Record of legal review of the protest, if any;
  - g. The Procurement Manager's determination on the merits of the protest;  
AND
  - h. Any notices or correspondence provided in connection with the protest.

MANAGEMENT POLICY

SUBJECT: SETTLEMENT AUTHORITY

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to define authorities and responsibilities for the settlement of claims involving the Agency. All claims will be handled on a case by case basis in consultation with legal counsel.

II. SCOPE

- Public
- X Board Members
- X RTC Officers
- X RTC Employees
- Other: \_\_\_\_\_

III. DEFINITIONS

None.

IV. POLICY

A. Approval

1. Settlements must be approved prior to execution. The following are the threshold levels for approving settlements in consultation with legal counsel:

Settlement Amount	Authority
Settlement Amount ≤ \$50,000	Executive Director
Settlement Amount > \$50,000	Board

- B. Routing and Review: Settlement agreements must be reviewed internally prior to execution in order to ensure that they are sound and complete agreements. The Legal Service Director, Finance Director, and Executive Director must review and sign-off on settlement agreements prior to execution.

- C. Execution: Settlement agreements must be executed to be binding and effective. The Executive Director will execute settlement agreements.

- END -

SAMPLE



RTC Management Policy P-57  
Date Approved: 06/15/2018

MANAGEMENT POLICY

SUBJECT: SETTLEMENT AUTHORITY ~~(NON-CONTRACT RELATED CLAIMS)~~

I. PURPOSE

~~The purpose of this Management Policy is~~

~~It is the policy of the Regional Transportation Commission (RTC) to define authorities and responsibilities for the settlement of non-contract related claims involving the Regional Transportation Commission (RTC). Authorities and responsibilities for settlement of contract disputes are defined in Management Policy P-13.~~

Agency. All claims will be handled on a case by case basis in consultation with legal counsel.

II. SCOPE

Public

- X Board Members
  - X RTC Officers
  - X RTC Employees
- Other: \_\_\_\_\_

III. DEFINITIONS

None.

IV. POLICY

A. Approval

1. Settlements must be approved prior to execution. The following are the threshold levels for approving settlements in consultation with legal counsel:

Settlement Amount	Authority
Settlement Amount ≤ \$50,000	Executive Director
Settlement Amount > \$50,000	Board

- B. Routing and Review: Settlement agreements must be reviewed internally prior to execution in order to ensure that they are sound and complete agreements. The ~~Chief Counsel~~, Legal Service Director ~~of~~, Finance Director, and Executive Director must review and sign-off on settlement agreements prior to execution.
  
- C. Execution: Settlement agreements must be executed ~~in order~~ to be binding and effective. The Executive Director will execute settlement agreements.

- END -



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.11**

**TO:** Regional Transportation Commission

**FROM:** Angela Reich, SPHR  
Director of Administrative  
Services

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

**RECOMMENDATION**

Approve addition of new language to RTC Personnel Rules: Lead Designation and Pay, and approve modification to RTC Management Policy Anti-Harassment (P-3).

**SUMMARY**

The recommended new language of Lead Designation and Pay (Attachment 1) is to include ability for the Appointing Authority to designate lead responsibilities and pay with approval from the Executive Director. The recommended modification of Anti-Harassment (P-3) is to update with current laws (Attachments 2a and 2b).

**FISCAL IMPACT**

Any fiscal impact is included in the approved Fiscal Year 2021 budget.

**ADDITIONAL BACKGROUND**

The foregoing recommendation continues the process of reviewing and updating the Personnel Rules and Management Policies of the RTC to improve clarity, reduce redundancy and to align them with current laws and management practices.

**PREVIOUS ACTIONS BY BOARD**

October 16, 2020      Approved changes to RTC Personnel Rules  
September 15, 2017      Approved RTC Anti-Harassment (P-3)

Attachments

Lead Designation and Pay

Lead status shall only be for designated positions. Responsibilities include overseeing work schedules, assigning work tasks and training as needed. Lead pay will be a five percent (5%) pay increment during the designation of Lead status by the Appointing Authority with approval from the Executive Director.

RTC Management Policy P-3

Date Approved: 06/13/1985

Date Revised: 09/11/1998

07/20/2007

09/15/2017

MANAGEMENT POLICY

SUBJECT: ANTI-HARASSMENT

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to promote a productive work environment and not tolerate verbal, physical, written, or graphical conduct/behavior that harasses, disrupts, or interferes with another's work performance or creates an intimidating, offensive, or hostile environment based on race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity/expression, political affiliation, membership in the Nevada National Guard, or any other class that becomes protected by federal and/or state law.

II. SCOPE

- X Public
- X Board Members
- X RTC Officers
- X RTC Employees
- X Other: Volunteers, Clients, Customers, Vendors, Contractors

III. DEFINITIONS

- A. Retaliation – Any adverse treatment which occurs because of opposition to prohibited conduct/behavior in the workplace.
- B. Equal Employment Opportunity Officer (EEO Officer – The Administrative Services Director

IV. POLICY

A. Prohibited Conduct/Behavior

1. RTC will not tolerate any form of harassment, including any conduct/behavior on the part of employees, RTC Commissioners, volunteers, clients, customers, vendors, or contractors that impairs an employee's ability to perform their duties. Examples of prohibited conduct/behavior include, but are not limited to:
  - a. Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words/comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words/comments;
  - b. Offensive written communication including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means;
  - c. Offensive gestures, expressions and graphics including leering; obscene hand, finger, or body gestures; sexually explicit drawings; derogatory posters; photographs; cartoons; drawings; or displaying sexually suggestive objects/pictures;
  - d. Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding/blocking normal movement, or interfering with work/movement; OR
  - e. Expectations, requests, demands, or pressure for sexual favors.

B. Dealing with Allegations of Discrimination and/or Prohibited Conduct/Behaviors

1. Process: Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior as described in this policy by another employee, RTC Commissioner, client, customer, vendor, volunteer, or contractor based on race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity/expression, political affiliation, membership in the Nevada National Guard, or any other class that becomes protected by federal and/or state law have an affirmative duty to bring the situation to the attention of RTC, as do those who believe they have witnessed another employee, RTC Commissioner, client or member of the public being subjected to prohibited conduct/behavior.

Employee Responsibilities

- a. Employees who believe they personally have been subjected to prohibited conduct/behavior, the target of any form of prohibited conduct/behavior, or witness to any other employee being subjected to these behaviors, should immediately:
  - 1) Identify the offensive conduct/behavior to the alleged harasser and request that the behavior cease. An employee is NOT required to talk directly to the alleged harasser or to the employee's supervisor. It is *critical*, however, that the employee contact one of the individuals listed in sections 2 or 3 below if they believe they are being targeted or have witnessed what the employee believes to be prohibited conduct/behaviors directed to or committed by another employee, RTC Commissioner, client, customer, vendor, volunteer, or contractor.
  - 2) If the employee feels uncomfortable speaking directly to the alleged harasser or if the employee requested the prohibited conduct/behavior to cease, but the request did not produce the results desired, the employee should report the conduct/behavior as soon as possible to any supervisor, director, or the EEO Officer.
  - 3) Employees who believe the EEO Officer has engaged in prohibited conduct/behavior should bring their concerns to the attention to the Legal Services Director. The Legal Services Director will designate an objective person to conduct an investigation of such allegations.
  - 4) An employee who witnesses or obtains information regarding prohibited conduct/behavior by their immediate supervisor is required to report the incident to the EEO Officer.
  - 5) Applicants who have concern regarding violations of this policy are encouraged to contact the EEO Officer, or designee.

2. Supervisor and Manager Responsibilities

- a. Regardless of whether the employee involved is in the supervisor or manager's assigned department and regardless of how they became aware of the alleged prohibited conduct/behavior, all supervisors and managers must immediately report all allegations, complaints, or observations of such conduct/behavior to the EEO Officer, assigned department director, or Legal Services Director. The information reported must include:
  - 1) The persons involved, including all witnesses;
  - 2) A written record of specific conversations held with the accused and any witnesses; AND
  - 3) All pertinent facts, including dates, times, and locations.
- b. A supervisor or manager's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination.

3. Investigation

- a. Upon being made aware of allegations or complaints of prohibited conduct/behavior, RTC will ensure that such allegations or complaints are investigated promptly. RTC treats all allegations or complaints seriously and requires all employees to be candid and truthful during the investigation process.
- b. RTC will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees shall be required, upon request, to provide information to regulatory agencies. RTC will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.
- c. RTC will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, that the investigation is completed and appropriate action, if any, has been taken.
- d. If evidence arises that a participant in the investigation made intentionally false statements, that employee will be disciplined, up to and including termination.



- e. If it is determined that a violation of this policy has occurred, RTC will take corrective action against the violator commensurate with the severity of the offense. Such corrective action may include, but is not limited to, counseling, verbal warning, written reprimand, pay reduction, transfer, demotion, suspension without pay, or termination. RTC will also initiate action to deter any future prohibited conduct/behavior from occurring.
  - f. With regard to disability-related complaints, the EEO Officer (when appropriate, working with the Legal Services Director and/or the complainant) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when RTC determines that such a reasonable accommodation can be provided.
- C. **Training:** RTC will provide training a minimum of every two years to all employees on the prevention of discrimination and prohibited conduct/behavior in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. A copy of this policy will be made available to applicants upon request.
- D. **Prohibition Against Retaliation:** RTC will not tolerate any retaliation by management or by any other employee against an employee who exercises their rights under this policy. Any employee who believes they have been harassed, retaliated, or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or designee. RTC will promptly investigate and deal appropriately with any allegation of retaliation.

- END -


RTC Management Policy P-3

Date Approved: 6/13/1985

Date Revised: 9/11/1998

Date Revised: 7/20/2007

Date Revised: 9/15/2017

Approved: 

MANAGEMENT POLICY

SUBJECT: ANTI-HARASSMENT POLICY

POLICY

The Regional Transportation Commission (RTC) promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard, or any other class that becomes protected by federal and/or state law.

PROHIBITED CONDUCT/BEHAVIOR(S)

The RTC will not tolerate any form of harassment, including any conduct/behavior(s) on the part of employees, volunteers, clients, customers, vendors, contractors, etc., that impairs an employee's ability to perform his/her duties. Examples of prohibited conduct/behavior(s) include, but are not limited to:

1. Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments.
2. Offensive written communication including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means.
3. Offensive gestures, expressions and graphics including leering, obscene hand, finger, or body gestures, sexually explicit drawings, derogatory posters, photographs, cartoons, drawings, or displaying sexually suggestive objects or pictures.
4. Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement.
5. Expectations, requests, demands, or pressure for sexual favors.

**DEALING w/ALLEGATIONS of DISCRIMINATION and/or PROHIBITED CONDUCT/BEHAVIOR(S)**

***Process***

Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior(s) as described in this policy by another (e.g. employee, client, customer, vendor, volunteer, contractor, etc.) based on their race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, or any other class that becomes protected by federal and/or state law, as well as those who believe they have witnessed another employee, client or member of the public being subjected to prohibited conduct/behavior(s), have an affirmative duty to bring the situation to the attention of the RTC.

***Employee Responsibilities***

Employees who believe they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these behaviors, should immediately:

1. Identify the offensive conduct/behavior(s) to the alleged harasser and request that the behavior cease.

*Note:* An employee is **NOT** required to talk directly to the alleged harasser or to the employee's supervisor/manager. It is **critical**, however, that the employee contact one of the individuals listed in sections 2 or 3 below if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behaviors(s) directed to or committed by another employee(s), client(s), customer(s), vendor(s), volunteer(s), contractor(s), etc.

2. If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to any supervisor/manager or the Administrative Services Director.
3. Employees who believe the Administrative Services Director has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention to the Director of Legal Services. The Director of Legal Services will designate an objective person to conduct an investigation of such allegations. Employees may also report the conduct/behavior(s) to the RTC's chief attorney.
4. An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor/manager is required to report the incident to the Administrative Services Director.
5. Applicants who have concern regarding violations of this policy are encouraged to contact the Administrative Services Director or the alternate.

***Supervisor/Manager Responsibilities***

Regardless of whether the employee involved is in the supervisors/manager's department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all supervisors/managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the Director of Administrative Services, Department Director, or Director of Legal Services. The information reported must include:

1. The persons(s) involved, including all witnesses;
2. A written record of specific conversations held with the accused and any witnesses; and
3. All pertinent facts, including date(s), time(s), and locations(s).

A supervisor's/manager's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination.

***Investigation***

Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the RTC will ensure that such allegations or complaints are investigated promptly. The RTC treats all allegations or complaints seriously and requires all employees to be candid and truthful during the investigation process.

The RTC will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be requested to refrain from discussing the subject content with others, particularly while the investigation is in progress. Employees shall be required, upon request, to provide information to regulatory agencies. The RTC will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.

The RTC will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware that the investigation is completed and appropriate action, if any, has been taken.

If evidence arises that a participant in the investigation made intentionally false statements, that employee will be disciplined, up to and including termination.

If it is determined that a violation of this policy has occurred, the RTC will take corrective action against the violator commensurate with the severity of the offense. Such corrective action may include, but is not limited to, counseling, verbal warning, written reprimand, pay reduction, transfer, demotion, suspension without pay, or termination. The RTC will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

With regard to disability-related complaints, the Administrative Services Director (when appropriate, working with the Director of Legal Services and/or the complainant) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will

include reasonable accommodation when the RTC determines that such a reasonable accommodation can be provided by the RTC.

***Training***

The RTC will provide training a minimum of every two years to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. A copy of this policy will be made available to applicants upon request.

***Prohibition Against Retaliation***

Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace. The RTC will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been harassed, retaliated, or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the Director of Administrative Services or the alternate. The RTC will promptly investigate and deal appropriately with any allegation of retaliation.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.12**

**TO:** Regional Transportation Commission

**FROM:** Amber Bowsmith  
Principal Analyst

Bill Thomas, AICP  
Executive Director

**SUBJECT: RTC Agency Key Performance Indicators**

**RECOMMENDATION**

Acknowledge receipt of Agency Key Performance Indicators.

**SUMMARY**

In an effort to reach the goal set by the Board and Executive Director to create organizational key performance indicators (KPIs) to track effectiveness of operational strategies, departmental metrics have been developed. KPIs were chosen after discussion between the Executive Director and each Department Director to determine measurements that were meaningful and focused to the work product of the department. The following table outlines the KPIs by department, goals, and measurement timeframes.

<b>Department</b>	<b>KPI</b>	<b>Goal</b>	<b>Measured</b>
Engineering	Change Orders	None – Tracking change orders by project and dollar amount only.	Monthly
Engineering	Project Status	On-time and on-budget	Monthly
Planning	Public Transportation GHG Emission Reductions	None - Tracking CO <sup>2</sup> (lbs) pollution savings by vanpool and fixed route transit only	Quarterly
Planning	Delay Vehicle Miles Traveled	<0.5 minutes per mile	Monthly
Planning	Major Study Status	On-time and on-budget	Monthly
Public Transportation	Adherence to Schedule	90% on-time performance	Monthly
Public Transportation	Productivity	30 passengers per service hour	Monthly
Public Transportation	Safe Trips	Preventable accident frequency rate < 1 per 100,000 miles of service	Monthly

Internal services departments have also identified KPIs relevant to their areas of work:

- Administrative Services: Employee and IT Problem Resolution
- Finance: Procurement Timelines
- Legal Services: Costs; and Time per Department

KPIs will continue to be measured on a regular basis and discussed by Management for operational decision-making. Next steps will include publishing a dashboard with customer-relevant data visualizations; and adjusting KPIs and goals at the end of the fiscal year, as needed.

Attached please find customer-relevant Agency Key Performance Indicators for FY21-Q1.

### **FISCAL IMPACT**

There is no additional cost in connection with this agenda item.

### **PREVIOUS ACTIONS BY BOARD**

08/20/2020      Set Executive Director Goals for fiscal year 2021

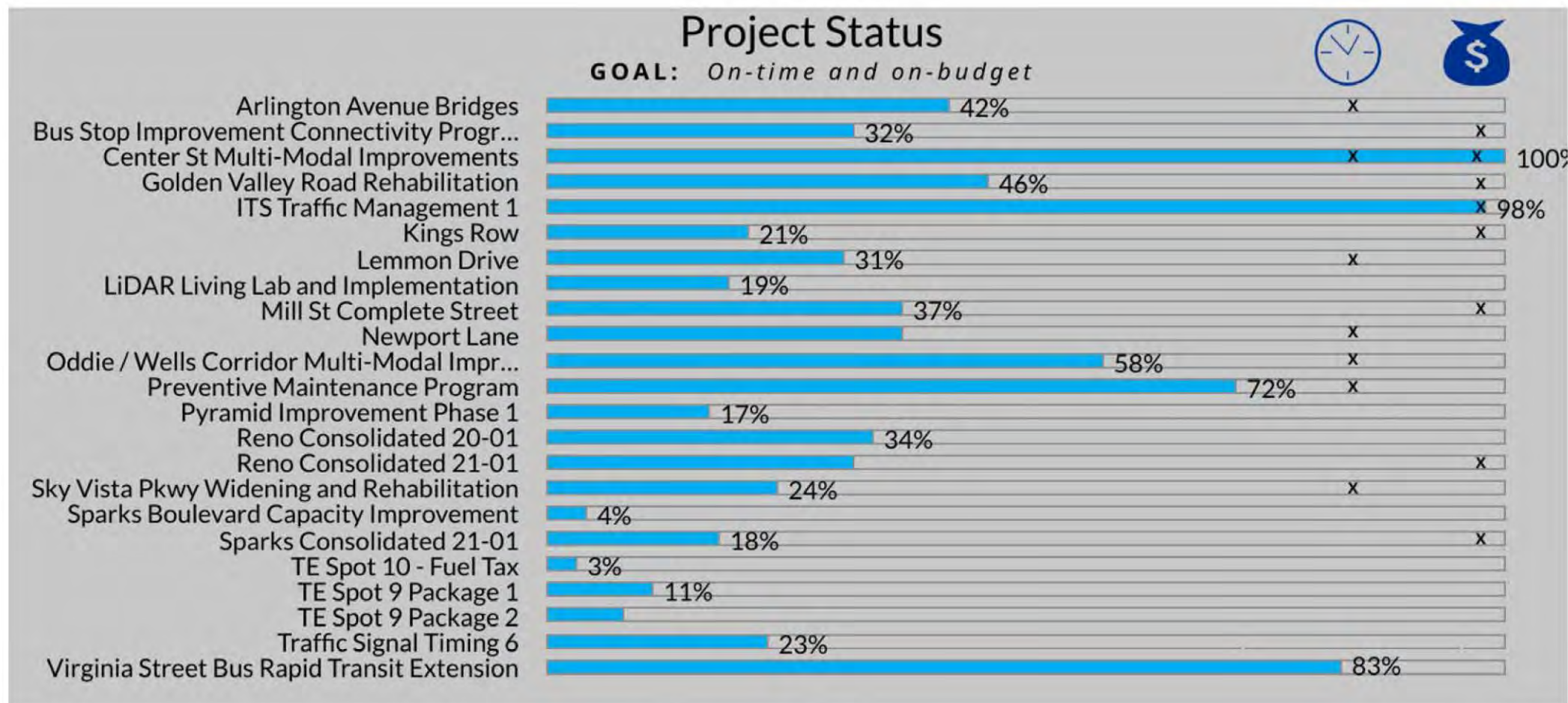
### **ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this agenda item.

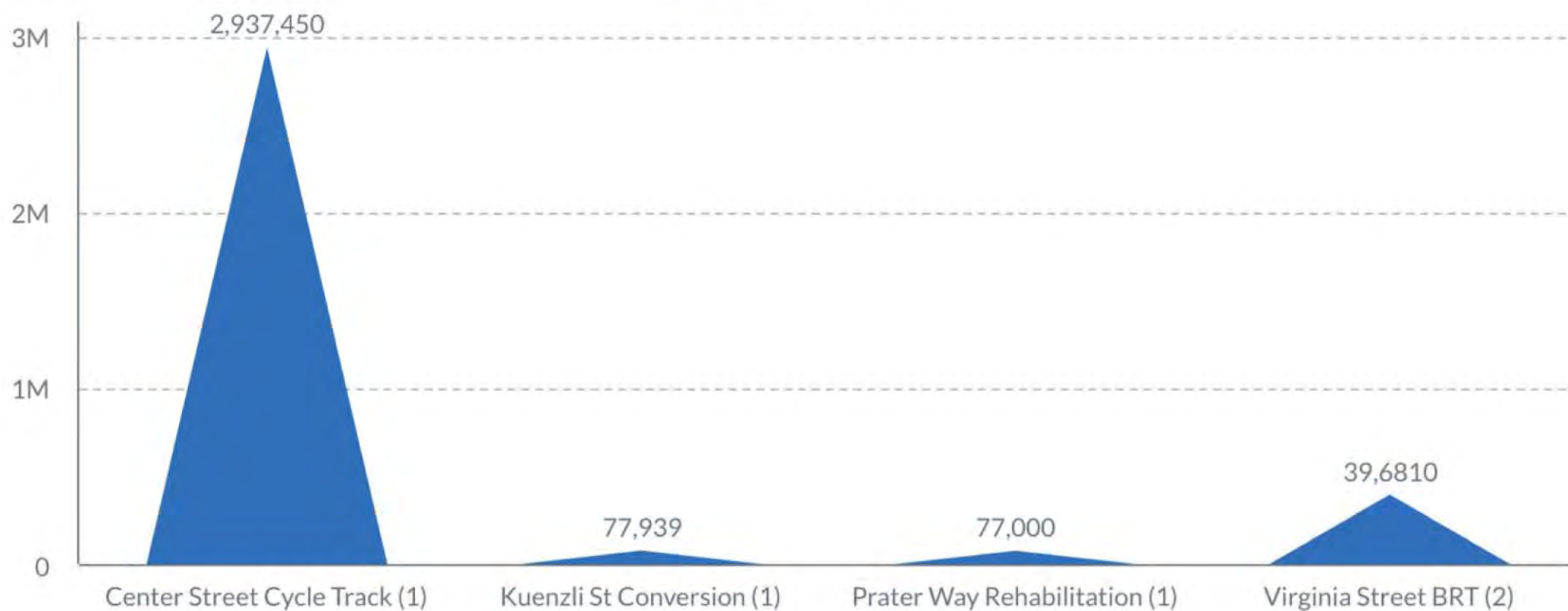
Attachment



# ENGINEERING KPIs



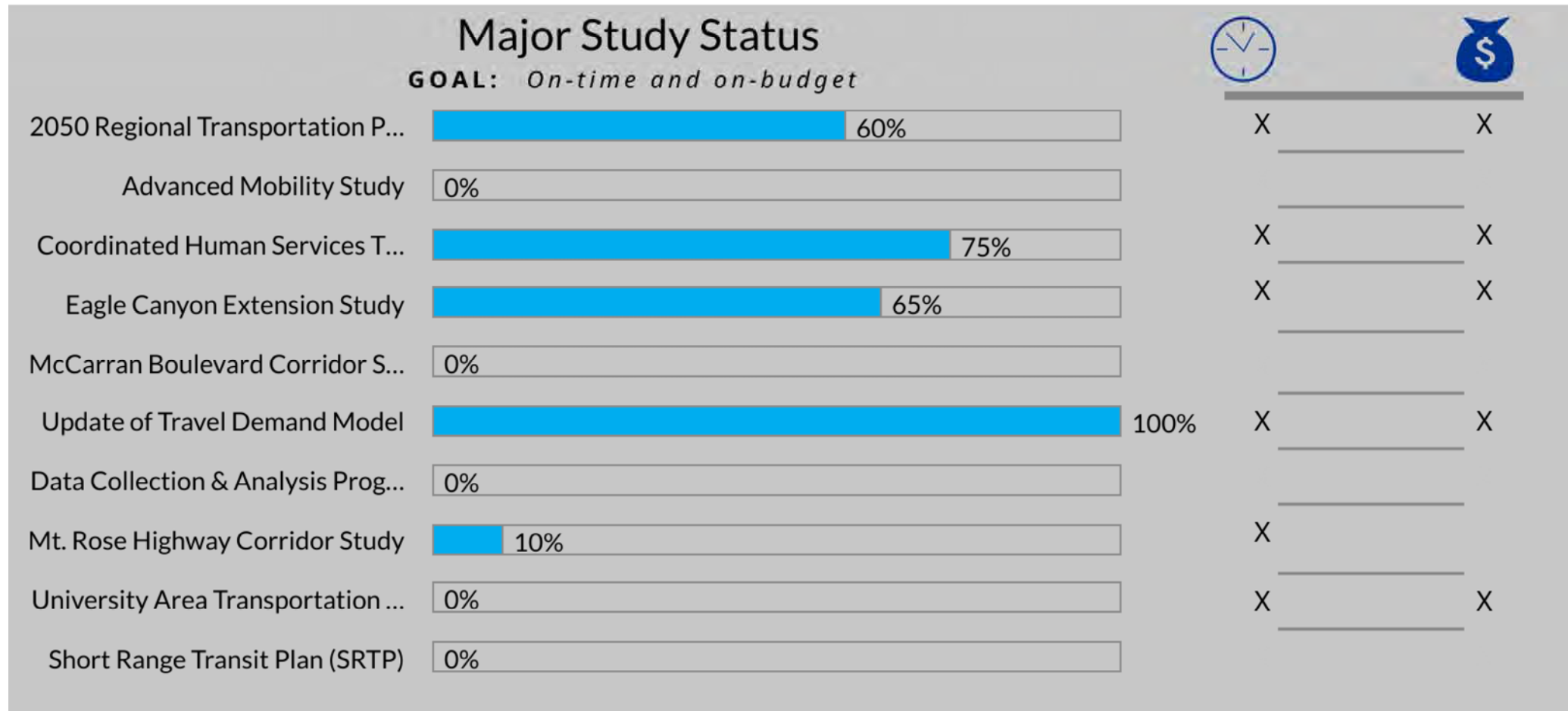
### Change Orders





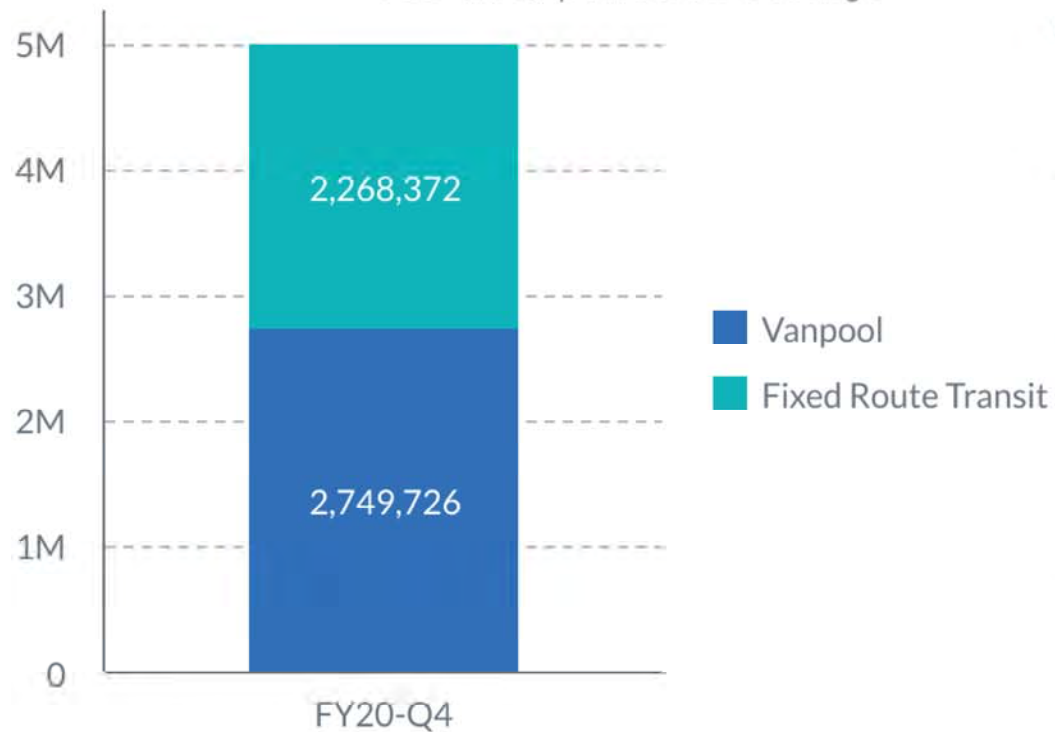


# PLANNING KPIs



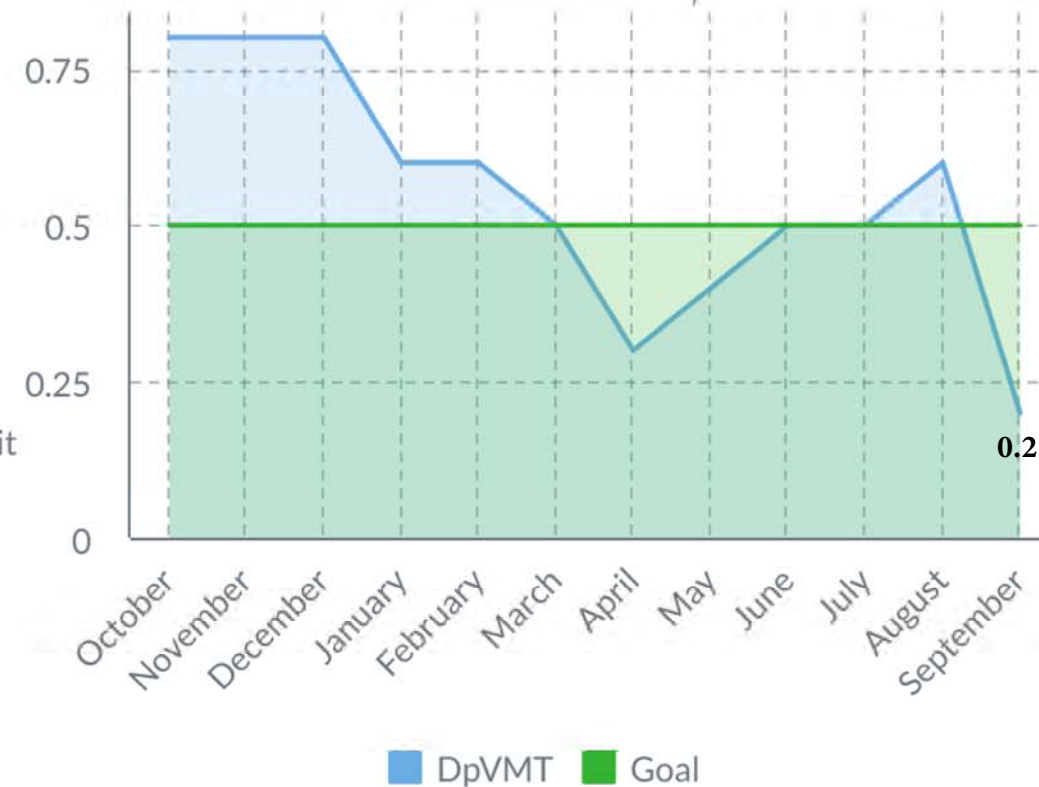
### Public Transportation GHG Emission Reductions

**GOAL:** *CO2 (lbs) pollution savings*



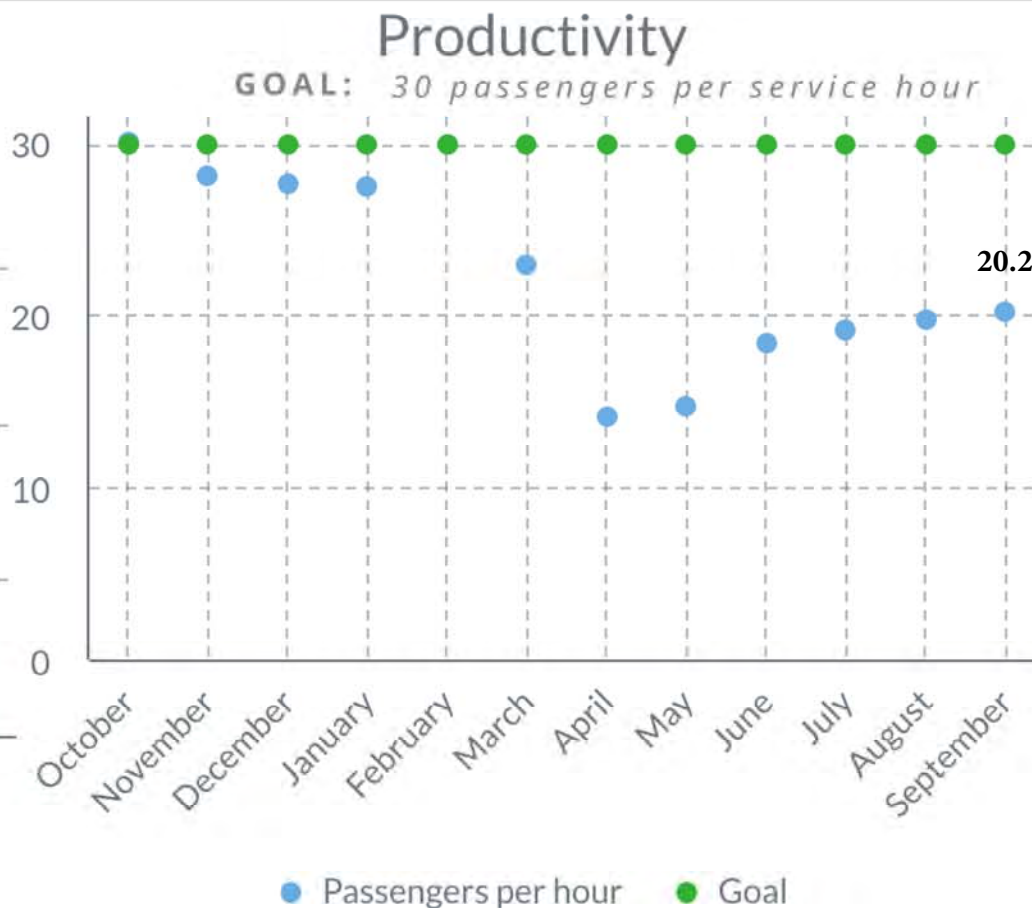
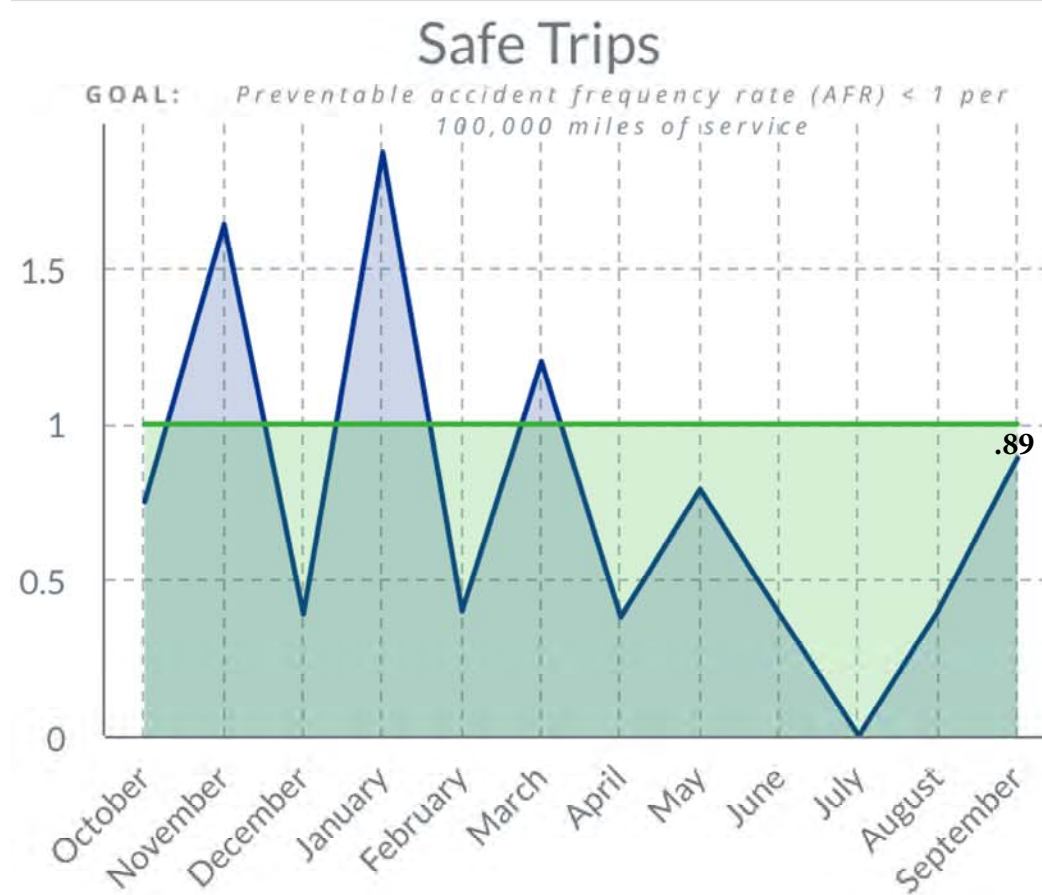
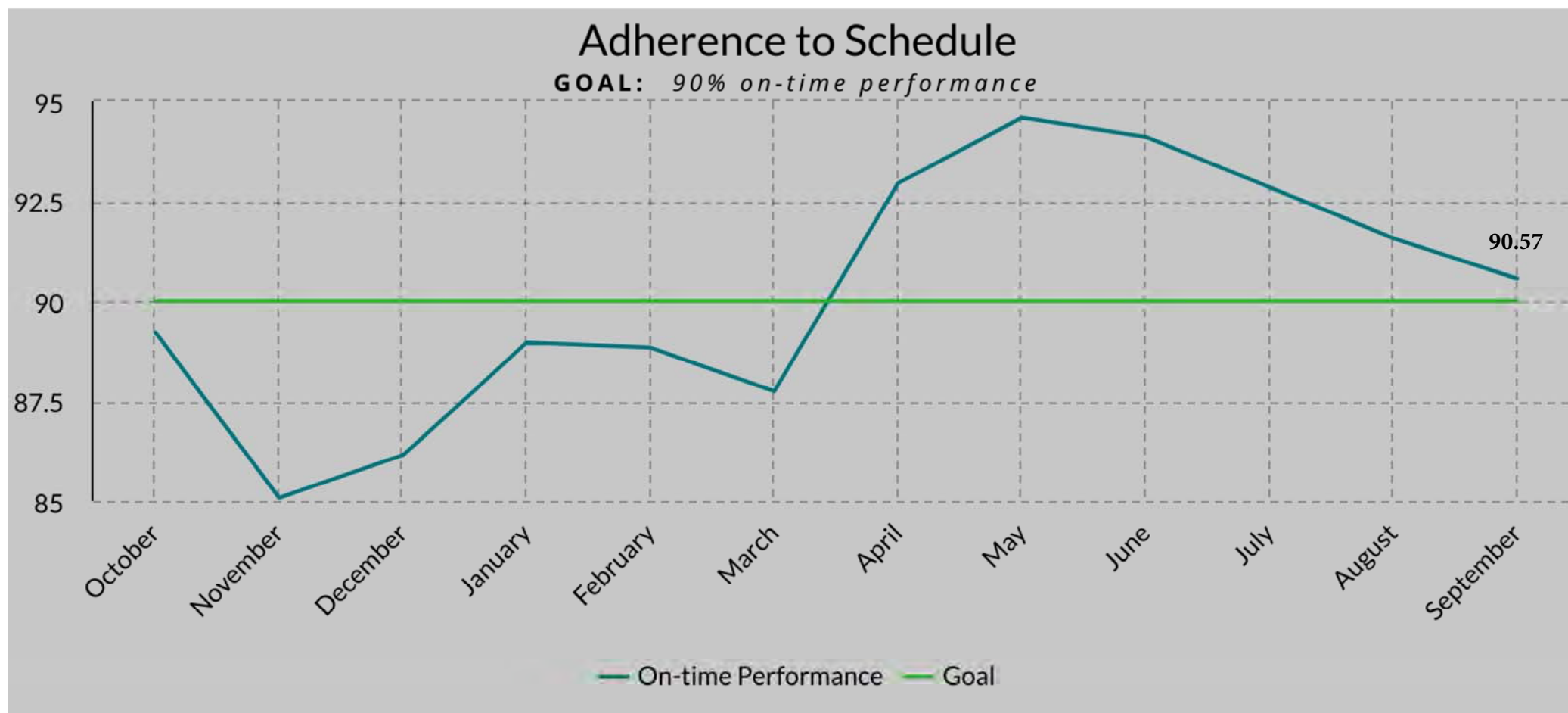
### Delay per Vehicle Miles Travel

**GOAL:** *<0.5 minutes per mile*





# PUBLIC TRANSPORTATION KPIs





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.13**

**TO:** Regional Transportation Commission

**FROM:** Dale Keller, P.E.  
Engineering Manager

A handwritten signature in black ink, appearing to read "Bill Thomas", is written over a horizontal line.

Bill Thomas, AICP  
Executive Director

**SUBJECT: Amendment No. 1 to the Professional Services Agreement (PSA) between RTC and Jacobs Engineering Group, Inc., for Engineering Services of the Lemmon Drive Project**

**RECOMMENDATION**

Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Jacobs Engineering Group, Inc. (Jacobs) for the final design of the US 395 / Lemmon Drive Interchange related to the Lemmon Drive Project in the amount of \$519,515 for a new not to exceed amount of \$3,181,447; authorize the RTC Executive Director to execute the amendment.

**SUMMARY**

This amendment adds \$519,515 to the current PSA design amount of \$2,661,932 for a new total not to exceed amount of \$3,181,447. The additional cost is to support added scope for the design a Diverging Diamond Interchange (DDI) at the US 395 / Lemmon Drive Interchange. The fee schedule and amended scope of services associated with this amendment are included as Attachment A.

An Interlocal Cooperative Agreement (ICA) is under RTC Board consideration with the Nevada Department of Transportation (NDOT) for the design and construction of the US 395 / Lemmon Drive Interchange as part of the Lemmon Drive Project.

**FISCAL IMPACT**

Appropriations are included in the FY 21 Board approved budget and FY 21 Program of Projects.

**PREVIOUS ACTIONS BY BOARD**

September 18, 2020	Received an update on the project
August 20, 2020	Received an update on the project
July 17, 2020	Received an update on the project
June 19, 2020	Received an update on the project
May 22, 2020	Received an update on the project
September 20, 2019	Approved the Professional Services Agreement (PSA) with Jacobs Engineering for the design of the Lemmon Drive Project
May 20, 2019	Approved the Procurement for the Selection of Engineering Professional Services for Design the Lemmon Drive Project

Attachment

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Jacobs Engineering Group, Inc. (“CONSULTANT”) entered into an agreement dated September 20, 2019 (the “Agreement”). This Amendment No. 1 is dated and effective as of November 20, 2020.

RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to provide certain engineering and design services in connection with the Lemmon Drive Widening Project (“Project”);

WHEREAS, the Consultant is providing final design and engineering services for the first segment (“Segment 1”) of the Project by widening Lemmon Drive from Sky Vista Parkway to Military Road from four lanes to six lanes;

WHEREAS, the parties have determined that there is a need to amend the Agreement to provide final design and engineering services for a Diverging Diamond Interchange (DDI) at the US 395 / Lemmon Drive Interchange as part of the Project; and

WHEREAS, the parties have determined that there is a need to amend the Agreement in order to reallocate \$150,000 of used contingency to final design and engineering services for the DDI, and provide an additional \$519,515 of budget for final design and engineering services for the DDI.

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

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

The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocated 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 1.0 to 9.0)	\$ 3,081,447
<u>Contingency – Design Services (Task 10.0 – Optional)</u>	<u>\$ 100,000</u>
Total	\$ 3,181,447

2. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.

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

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

JACOBS ENGINEERING GROUP, INC.

By:  \_\_\_\_\_  
Ken Gilbreth, P.E., Vice President

SAMPLE

**Exhibit A**

Scope of Services and Schedule

SAMPLE

Exhibit A

SCOPE OF SERVICES OF THE CONSULTANT

LEMMON DRIVE

SEGMENT 1 - US 395 TO MILITARY ROAD  
CAPACITY IMPROVEMENTS  
PRELIMINARY AND FINAL DESIGN

SEGMENT 1B – MILITARY ROAD TO FLEETWOOD DRIVE  
MULTIMODAL IMPROVEMENTS

SEGMENT 2 – FLEETWOOD DRIVE TO CHICKADEE DRIVE  
CAPACITY IMPROVEMENTS  
ALTERNATIVES ANALYSIS AND 30% DESIGN OF PREFERRED ALTERNATIVE

SEGMENT 2B – CHICKADEE DRIVE TO POMPE WAY  
POSSIBLE ROADWAY PROFILE ADJUSTMENT WITHIN THE FLOODPLAIN

US 395 / LEMMON DRIVE INTERCHANGE  
DIVERGING DIAMOND INTERCHANGE (DDI)



## **INTRODUCTION**

The Lemmon Drive Capacity Improvements Project is divided into two distinct segments. Improvements proposed for the first segment (Segment 1) include widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes. Improvements proposed for the second segment (Segment 2) include widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes.

The Segment 1 Scope of Work for the CONSULTANT includes Final Design and support during the bidding process. General tasks identified in the base scope of work include 50%, 90%, 100% and final design, cost estimate, special provisions, drainage analysis, traffic analysis, right-of-way services, and public involvement.

The Segment 1B Scope of Work for the CONSULTANT includes investigation of existing multimodal connectivity. A technical memo summarizing any deficiencies will be prepared. If the RTC would like to add any design or analysis services for this location, a contract amendment will be executed.

The Segment 2 Scope of Work for the CONSULTANT includes Alternative Analysis, Preliminary Engineering (30% design), and preparing a project delivery selection approach report. The report will consider multiple design and construction delivery methods to determine the appropriate method for Segment 2 construction.

The Segment 2B Scope of Work for the CONSULTANT includes drone flight aerial imagery and surface topography. No field survey or design services for this location are included in this scope. If the RTC would like to add any design or analysis services for this location, a contract amendment will be executed.

## **BACKGROUND**

The design of Segment 1 will require close coordination with NDOT's U.S. 395 North Valleys Project which NDOT is currently conducting an environmental review and performing design engineering. NDOT's project includes additional merging lanes between the freeway ramps in both directions and construction of a diverging diamond interchange underneath U.S. 395 at Lemmon Drive. Construction of NDOT's improvements are anticipated to begin in 2022. Lemmon Drive widening improvements, including any bicycle and pedestrian facilities, will be designed to match into the NDOT design.

A significant portion of Segment 2 resides in the floodplain of Swan Lake. There is no natural outlet for the lake and it is considered to be an isolated playa within a FEMA floodplain. Since Swan Lake is not considered as Waters of the U.S., substantial NEPA documentation is not required. However, federal requirements will be followed so that federal funding options can remain open.

## **SCOPE OF SERVICES**

### **TASK 1 PROJECT MANAGEMENT**

#### **1.1 PROJECT EXECUTION**

CONSULTANT will provide project management services for the scope of work for the duration of the project and for project close-out activities; assumed to be nineteen (19) months, September 2019 through March 2021. Project management includes project setup and administration, including preparation and execution of Subconsultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation and monthly updates of the project schedule, continued management of Subconsultants, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout.

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local, state, federal, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. The CONSULTANT Project Manager will coordinate with team leads under his/her responsibility to discuss the progress of the project and identify issues and action items to be addressed.

The Project Manager is responsible for the contracting, coordination, and management of all Subconsultants. The CONSULTANT will be the primary point of contact for the RTC for all team Subconsultants and will be responsible for communicating and coordinating the direction from the RTC to all team members.

#### **1.2 PROJECT MANAGEMENT MEETINGS**

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

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

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

##### **1.2.2 Project Management Meetings**

CONSULTANT will facilitate monthly Project Management Team Meetings with the RTC, Washoe County, the City of Reno, and other parties, as appropriate, to discuss the

design progress, upcoming milestones, scope, schedule, budget, risk status, key technical issues by discipline, and make informed decisions. CONSULTANT will prepare an agenda and distribute meeting notes and the action item log, identifying the person responsible for resolving each item and expected date of completion. via email. It is anticipated that up to four (4) CONSULTANT staff will attend the Project Management Meetings.

### 1.2.3 Design Coordination Meetings

CONSULTANT will hold a 1-hour biweekly design coordination meeting with task leads, design staff as appropriate, and Subconsultants to ensure cross-discipline coordination with design and schedule.

### 1.3 PROJECT MANAGEMENT PLAN (PMP)

CONSULTANT will prepare a Project Management Plan (PMP) that will include: Project Instructions, Risk Management Plan, Communications Protocols, Project Directory, Scope, Schedule, and Budget, File and Information Sharing and Storage Protocols, and the Health and Safety Plan.

The PMP will be distributed to the CONSULTANT team, including Subconsultants, and will be updated as needed throughout the project duration.

### 1.4 QUALITY MANAGEMENT PLAN (QMP)

CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Lemmon Drive Project that will include both Segments 1 and 2. A project Quality Manager will be assigned who be responsible for the development and implementation of the plan and provide initial training. The QMP will apply to both prime and Subconsultant team members. An independent quality review will be performed on Segment 1 on each design deliverable when submitting the 50%, 90%, 100%, and Final milestone packages. Independent quality reviews will also be performed on the Segment 2 15% alternative designs, and 30% design of the preferred alternative.

### 1.5 FILE AND DOCUMENT MANAGEMENT

CONSULTANT will update and maintain the Project Management Plan and all project files (electronic and hardcopy as appropriate) throughout the duration of the project. Copies of all outgoing and incoming correspondence will be provided to the Project Manager, or designee, on a continuing basis and distributed to the RTC Project Manager as needed. Word processing, data bases, spreadsheets, etc. will be prepared using a format compatible with Microsoft Office.

## 1.6 DELIVERABLES

- Monthly Invoices that show staff names, hours, classifications, and billing rates, for each month of the anticipated project schedule
- Monthly Progress Reports to be included with the invoices
- Monthly schedule update
- Meeting Agenda & Minutes for Kickoff Meetings
- Meeting Agenda, Minutes and Action Item Log for Project Management Meetings
- Meeting Agenda, Minutes and Action Item Log for the Design Coordination Meetings
- Project Management Plan preparation and as-needed updates
- Quality Management Plan

## **TASK 2 PUBLIC AND AGENCY INVOLVEMENT**

### 2.1 PUBIC OUTREACH PLAN AND METHODS

CONSULTANT will develop a Public Outreach and Involvement Plan that outlines specific objections, organization and roles of stakeholder, and definition and schedule of target activities to accomplish the objectives of the project.

CONSULTANT will meet with the RTC Project Manager, and public information officers to review the overall strategy for public involvement. Following these meetings, CONSULTANT will draft a plan that supports the RTC's objectives and address the needs of the community.

#### 2.1.1 Stakeholder Database

CONSULTANT will develop a strategic and comprehensive stakeholder list. CONSULTANT will obtain an updated list of property owners within 500-feet of the project corridor from the County Assessor's Office. CONSULTANT will obtain lists of homeowner's associations/neighborhood associations within the project area. The stakeholder database will include project team members, elected officials, businesses, agencies, residents, community organizations and media. The database will include owners name and physical property location for property owners, and mailing and email address for elected officials, and other stakeholders. The database will be Microsoft Excel based and be updated as needed. Only one database will be created and maintained that includes both Segments 1 and 2.

#### 2.1.2 Website / Digital Outreach

CONSULTANT will establish and secure a domain name and maintain the Project website. The website will be updated monthly, at a minimum, and more often as project activity requires. The website will be for the entire project with an introductory main page, and separate subpages for Segment 1 and Segment 2 information. Project information

maintained on the website will include project descriptions, project photos, e-mail sign-up and comment page, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices, and public meeting information. The website will include links to the RTC Home Page and any project related videos, including “The Road Ahead” television segments, and the livestream recordings from the public meetings. The website will be designed using WordPress, and all content will be approved by the RTC Public Informational Officer prior to being available to the public.

The comment page will be linked to an RTC domain email address, allowing the RTC to monitor and respond to any comments or project inquiries at their discretion.

CONSULTANT will not be responsible for providing public meeting notices to newspapers and television news media. The RTC Public Information Office will provide these services, as well as posting announcements and project updates to social media such as Facebook.

### 2.1.3 Project Branding and Logo

CONSULTANT will develop three (3) project branding color and style palettes and three (3) project logo concepts for the RTC to choose from or to provide direction on how to modify/combine the concepts develop one (1) final project branding color theme, style, and logo. Branding and a project logo will provide a consistent look on public outreach materials, including the website, and project documents.

### 2.1.4 Project Promotional Items

CONSULTANT will provide up to three (3) promotional item concepts and pricing for the RTC to select from. CONSULTANT will assist in placing the order, however, the RTC shall pay for the promotional items directly.

## 2.2 TECHNICAL ADVISORY COMMITTEE (TAC) MEETINGS

In addition to the RTC, staff from Washoe County, the City of Reno, and other appropriate parties will be identified, and a technical advisory committee (TAC) will be established to provide Segment 2 alternative recommendations and come to a consensus on the preferred alternative to advance to 30% design.

TAC meetings will be held monthly, two weeks after the monthly Project Management Team Meetings, through the completion of final design for Segment 1. It is assumed ten (10) meetings will be held and attended, on average, by five (5) CONSULTANT/Subconsultant Staff.

CONSULTANT will prepare meeting agendas, compose meeting notes, maintain action item log and distribute meeting notes via email.

### 2.3 ONE-ON-ONE STAKEHOLDER MEETINGS

As the project progresses, it is assumed that certain interest groups, individuals, and/or public officials may request specific meetings to discuss project issues, concerns, and/or provide input to the project or process. These groups include the Lemmon Valley residents and businesses, community organizations, and/or interested parties. CONSULTANT will attend individual one-on-one meetings with these groups during the course of the project. The specific need, number, and nature of these meetings will be dynamic and as necessary; however, ten (10) meetings, attended by two (2) CONSULTANT staff, are assumed in the base fee. CONSULTANT will manage a list of meetings, meeting attendees, and will provide meeting materials for distribution. CONSULTANT will include the RTC Project Manager in all one-on-one meetings.

### 2.4 PUBLIC INFORMATION MEETINGS

Public Information Meetings will be held with residents, property owners adjacent to the project improvements and other members of the public to discuss project limits, scope, tentative schedule, driveway access, public notification requirements, and concerns of adjacent properties. It is anticipated that two (2) public meetings will be held, once during the 50% preliminary design phase and once again, before finalization of the 100% design of Segment 1. The public meetings will also include information and updates about Segment 2. Four preparation meetings with RTC staff prior to each meeting are anticipated. Media placement will be coordinated through the RTC public information officer. CONSULTANT Project Manager, Design Manager, Public Information Specialist, and up to four (4) additional CONSULTANT staff will attend the public meetings as appropriate. CONSULTANT will provide up to ten (10) total display boards covering Segment 1 and Segment 2, a PowerPoint presentation, and a project factsheet handout.

CONSULTANT will research and assist in reserving a venue, with RTC paying any venue usage costs directly. CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. Translation to Spanish will be provided by the RTC. The RTC will use the Stakeholder Database prepared by the CONSULTANT under Task 3.3 to print, address, and mail post cards, including postage costs, themselves. Additionally, public meetings will be promoted on project website and social media.

Public Information Meetings will be livestreamed on Facebook by the RTC Public Information Officer.

### 2.5 REGIONAL TRANSPORTATION COMMISSION BOARD MEETINGS

CONSULTANT will provide PowerPoint presentation to RTC Project Manager and staff for monthly presentations to the RTC Board of Commissioners

CONSULTANT Project Manager and Design Manager will attend the monthly RTC Board Meetings to support the RTC Project Manager during Lemmon Drive presentations and assist in responding to questions from the RTC Board Members. A total of nine (9) meetings are anticipated.

## 2.6 WASHOE COUNTY BOARD OR RENO CITY COUNCIL MEETINGS

CONSULTANT will provide PowerPoint presentation to RTC Project Manager and staff for presentation to the Washoe County Board of Commissioners and/or Reno City Council as required. A total of five (5) meetings are anticipated to be attended by the RTC Project Manager and Design Manager.

## 2.7 DELIVERABLES

- Draft Public Outreach and Involvement Plan (Segments 1 and 2)
- Final Public Outreach and Involvement Plan (Segments 1 and 2)
- Stakeholder Database (Segments 1 and 2)
- Project website with secure domain name (Segments 1 and 2)
- Meeting Agenda, Minutes and Action Item Log for TAC Meetings
- Preparation and Attendance at ten (10) One-on-One Stakeholder Mtgs
- Preparation and Attendance at two (2) Public Information Meetings
- Presentation Material and Attendance at nine (9) RTC Board Meetings
- Presentation Material and Attendance at five (5) total Washoe County Board of Commissioners and/or Reno City Council Meetings

## TASK 3 INVESTIGATION OF EXISTING CONDITIONS

### 3.1 GEOTECHNICAL INVESTIGATION

CONSULTANT will perform geotechnical investigations and associated laboratory testing to develop geotechnical design recommendations for Lemmon Drive.

#### 3.1.1 Segment 1

In addition to the widening of Lemmon Drive to six lanes, it is assumed the existing lanes will be rehabilitated, possibly via mill and overlay.

CONSULTANT will research existing geotechnical studies and reports, perform field exploration, and complete field and laboratory testing and engineering analyses to allow formulation of geotechnical recommendations for design and construction.

Research will also include review of published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards near the project location.

Field exploration will include 15 borings located approximately every 300 to 400 feet along the roadway as well as at other selected locations to adequately reveal the subsurface soil and groundwater conditions for final design for Segment 1 improvements. A majority of the borings will be advanced to 10 feet below the existing ground surface, and some selected borings will be advanced to 15 feet depth. Borings will be located within both the

northbound and southbound travel lanes as well as on the sides/shoulders of the roadway where feasible.

Encroachment permits will be required with both NDOT and the City of Reno. For safety reasons, a 3<sup>rd</sup> party traffic control service will be hired for onsite traffic control and preparation of traffic control plans. Underground Service Alert (USA) will be contacted to clear all utilities in the location of the proposed boreholes. If significant utility conflicts exist based on USA markings, a private utility locating firm will be hired, as necessary.

Borings will be backfilled with cement grout per NDOT/City of Reno requirements. The pavement cores will be patched per the permit requirements.

CONSULTANT will complete all necessary geotechnical and pavement analyses to develop the geotechnical and pavement recommendations for Segment 1. The geotechnical task lead will participate in design team and agency meetings throughout the design process, as appropriate.

The findings and recommendations will be summarized in a draft report for submittal to governing agencies. A final report will be issued addressing the comments; only one round of review and comments is scoped.

### 3.1.2 Segment 2

In addition to widening Lemmon Drive to four lanes, it is assumed the profile of Lemmon Drive will be raised above the flood elevation.

CONSULTANT will research existing geotechnical studies and reports, perform field exploration, and complete field and laboratory testing and engineering analyses to allow formulation of geotechnical recommendations for design and construction.

Research will also include review of published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards near the project location.

The geotechnical investigation for Segment 2 is meant to support the alternative analysis and 30% design of the preferred alternative, reducing the need for extensive additional exploration and laboratory testing for the final design. The profile adjustment will require improvements on the side streets, so exploration will be completed on side streets as well.

Field exploration will include the advancement of 35 borings along Segment 2 of Lemmon Drive and side streets within the expected profile adjustment near Swan Lake. The borings along Lemmon Drive will be located approximately every 400 to 500 feet. Additional borings will be advanced in the roadway segment near Swan Lake to address the recommendations for evaluation of other elements (levee, culverts, etc.) and also on the side streets intersecting Lemmon Drive. The borings will be advanced to adequately reveal the subsurface soil and groundwater conditions for evaluation of alternatives and preliminary design of the preferred alternative. A majority of the borings will be advanced to 10 feet below the existing ground, and up to 5 borings along Lemmon Drive near Swan



Lake will be advanced to 25 feet depth. The borings will be located within both northbound and southbound travel lanes of Lemmon Drive as well as on the sides/shoulders of the roadway where feasible.

Encroachment permits will be required with both City of Reno along Lemmon Drive and Washoe County for the side streets. For safety reasons, a 3<sup>rd</sup> party traffic control service will be hired for onsite traffic control and preparation of traffic control plans. Underground Service Alert (USA) will be contacted to clear all utilities in the location of the proposed boreholes. If significant utility conflicts exist based on USA markings, a private utility locating firm will be hired, as necessary.

Borings will be backfilled with cement grout per City of Reno/Washoe County requirements. The pavement cores will be patched per the permit requirements.

CONSULTANT will complete all necessary geotechnical analyses to develop the geotechnical recommendations for Segment 2. Geotechnical task lead will participate in design team and agency meetings throughout the design process, as appropriate.

The findings and recommendations will be summarized in a draft report for submittal to governing agencies. A final report will be issued addressing the comments; only one round of review and comments is scoped.

### 3.1.3 Exclusions

No pavement analysis will be completed for Segment 2. The City of Reno typical section for an arterial roadway, 6-inches asphalt over 12-inches aggregate base, will be assumed as the structural section for the 30% design.

No Geotechnical Investigation will be performed within the Segment 1B limits.

No Geotechnical Investigation will be performed within the Segment 2B limits.

### 3.1.4 Deliverables:

- Segment 1 Draft Geotechnical Report for Agency Review
- Segment 1 Final Geotechnical Report
- Segment 2 Draft Geotechnical Report for Agency Review
- Segment 2 Final Geotechnical Report

## 3.2 PAVEMENT DISTRESS/CONDITION SURVEY

### 3.2.1 Segment 1

CONSULTANT will perform a brief pavement distress/conditions survey within the Segment 1 project limits to provide a qualitative discussion of the distresses on the pavement, identifying the distress conditions, extent of the distress, etc. FHWA Distress Identification Manual for Long-Term Pavement Performance will be used to identify the

distress. This survey would not provide the lengths of the various cracks or areas of alligator cracking, fatigue failure, etc.

CONSULTANT will work with RTC to obtain, if any, PAVERS reports compiled by Nichols Consulting Engineers (NCE) for streets that include previous work history, quantitative information on distress, as well as overall pavement condition index (PCI) from their inspections.

### 3.2.2 Segment 2

Assuming the roadway profile will be adjusted, no pavement distress/condition survey will be performed within the Segment 2 limits of Lemmon Drive.

### 3.2.3 Exclusions

No pavement distress/condition survey will be completed for Segment 1B or Segment 2B.

## 3.3 EXISTING SUBSURFACE UTILITIES

CONSULTANT will coordinate with NV Energy, TMWA, City of Reno, Charter, AT&T, Verizon, and all other utility companies as necessary for obtaining records of existing improvements, upcoming work, facility relocations, and new installations. A total of four (4) utility coordination meetings are anticipated through the duration of the project.

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

### 3.3.1 Segment 1 Utilities

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

CONSULTANT will coordinate any utility relocations necessary to accommodate the project with the utility companies. The design and technical specifications required to relocate impacted facilities will be provided by others. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in the contract documents. CONSULTANT will assist the RTC in preparation of applications necessary for submission to utility companies for facility relocations, as required.

Coordination costs to be burdened by the RTC with the utility companies will be included in the Engineer's estimate.

No upgrading or expanding of facilities shall be included in the project scope.

Where modifications to existing easements are necessary or new easements are required, the needed easement(s) will be reflected on the plans and provided to the agency or company for their right-of-way acquisition process.

No right-of-way document preparation or acquisition activities are included

As it is difficult to estimate the level of effort required to perform this task, a budget estimate of 120 hours is included in this scope of services. Should the actual time required to coordinate exceed the budget estimate, CONSULTANT will notify the RTC and the budget will be adjusted.

### 3.3.2 Segment 2 Utilities

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, and investigate conflict resolution strategies.

Detailed utility relocations within Segment 2 project limits will not be completed as a part of this scope.

### 3.3.3 Exclusions

No utility work will be completed for Segment 1B or Segment 2B.

## 3.4 UTILITY POTHOLING

Where additional detail is required to support the design and avoidance of utility impacts, CONSULTANT shall perform potholing. It is assumed a total of up to 20 potholes will be conducted to locate facilities in Segment 1.

## 3.5 TOPOGRAPHIC SURVEY

### 3.5.1 Topographic Survey

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the Lemmon Valley project. The survey information will be provided for the full right-of-way width and will include cross-sections at 50-foot intervals. For the adjoining side streets, the existing ground topo shall extend 500' past the intersection with Lemmon Drive. Field survey will include but is not limited to, centerline elevations, existing stripping, edge of pavement, curb/gutter, sidewalks, ADA ramps, multiuse paths, retaining walls, ditch features, hinge points, location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes, culverts, location, invert and rim elevations for all water and gas valves, boxes/vaults, location, invert and rim elevations of storm drain inlets/catch basins; utility poles/anchors, fences; signs, existing survey monuments, location of underground utility carsonite markers (if any), and any other key existing features.

Field survey will include up to 25 right of way centerline monuments, property corners, section corners, and applicable public land survey monuments within the limits of Segment 1.

Segment 1 field topography limits will extend from 500' south of the Sky Vista Parkway / Buck Drive intersection to 500' north of Military Drive.

Segment 1B field topography limits will extend from the end of Segment 1 limits to the beginning of Segment 2 limits.

Segment 2 field topography limits will extend from the southern return of Limber Pine Drive (approximately 500' south of Fleetwood Drive) to 300' north of Chickadee Drive.

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

CONSULTANT will coordinate with NDOT to obtain topographic survey information obtained for use on the U.S. 395 North Valleys Project, specifically along Lemmon Drive and the proposed diverging diamond interchange.

### 3.5.2 Drone Aerial Imagery and Topography

CONSULTANT will perform an aerial planimetric survey with a drone for the entire project corridor limits, including Segments 1B and 2B.

The drone flight path shall be established to provide aerial imagery and topography for 1000-feet beyond the right-of-way on either side of the roadway from the Southbound US395 exit/entrance ramp terminals to 1000' north of Pompe Way.

### 3.5.3 Deliverables:

- Color Aerial imagery ortho photos compatible with both MicroStation and AutoCAD
- MicroStation V8i file with topographic linework
- MicroStation InRoads Existing Ground Surface with 3D breaklines
- Label callouts for Rim and pipe inverts of Storm Drains, Sewer Systems, and other utilities
- One (1)-Foot existing ground contour intervals at a scale of 1"=20' for full width of existing right of way and 500' beyond each side street intersection return for Segment 1, 1B, and 2.

## 3.6 RIGHT OF WAY MAPPING

### 3.6.1 Segment 1

CONSULTANT will research ownerships and Assessor's Parcel Numbers (APNs) within the limits of Segment 1, as well as obtain copies of any recorded maps that identify road rights-of-way and property lines.

CONSULTANT will prepare right-of-way based on field survey of centerline monuments, section corners, and record maps. Field surveys to adequately locate existing property lines is included in Task 3.5.1.

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

### 3.6.2 Segment 2

CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans as-is, with no further resolution.

## 3.7 RIGHT-OF-WAY ENGINEERING SERVICES

CONSULTANT will provide the following services for this Segment 1:

- Obtain and review current preliminary title reports for the affected ownerships along Segment 1. For budgetary purposes, it is estimated that ten (10) property ownerships will be affected resulting in ten (10) temporary construction easement acquisitions.
- Review title reports to determine if any easements exist that will affect the proposed route design – if any easements exist, copies of the easement documents will be obtained, and they will be delineated on the base mapping
- Where necessary, to locate information not provided in the PTR, as necessary, perform as necessary research with the County of Washoe to and obtain available record maps, assessor's parcel map, vesting ownership deeds, and easement documents to provide to the Project Team and identify existing rights of way.

- Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
- Visually inspect each property (aerial and street-level views) and note the effects of all proposed acquisitions.
- Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each temporary easement interests.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition (appraisals, acquisition and title/escrow, legal services, etc.).
- Summarize all findings into a Preliminary Cost Estimate deliverable and corresponding abstract illustrating all key issues, assumptions, and findings associated with the estimate.
- If necessary, provide two sets of revisions (up to 4 hours each for the analyst position), assuming that any changes to alternative designs are minimal, do not result in a change to the type of acquisition (i.e. temporary easement only to permanent partial fee, etc.), and that revisions are performed no later than 6 months following the original estimate.
- Develop temporary easement acquisition documents including legal descriptions and plats for use by the RTC per the RTC standards.

CONSULTANT will attend in person up to two (2) and participate via phone in up to ten (10) additional right-of-way coordination meetings as required.

### 3.7.1 Exclusions

It is assumed no permanent easement, partial permanent acquisitions, or full takes will be required. It is assumed no utility coordination or utility agreements will be required. Right-of-Way engineering services will not be performed on Segments 1B, 2, or 2B.

## 3.8 TRAFFIC VOLUME VERIFICATION

### 3.8.1 Data Collection

CONSULTANT will collect new AM and PM peak hour volumes and turning movements at the study intersections, to update/verify the volumes identified in the North Valleys Multimodal Transportation Study Final Report, dated, February 20, 2017.

### 3.8.2 Update Travel Demand Forecast

CONSULTANT will evaluate the existing conditions and one future scenario year using outputs of the RTC's travel demand model, historical growth indicators, and known planned/approved development (i.e. new schools, private development projects, etc.). RTC will provide base year, 2020, and 2040 travel demand model outputs from RTC's most recent travel demand model. CONSULTANT will do basic post-processing of the model outputs to develop traffic forecasts for Lemmon Drive.

### 3.8.3 Traffic Operations Report

CONSULTANT will prepare a Traffic Operations Report that outlines existing and future traffic volumes at key intersections and describes the necessary lane configurations at the two major intersections, Sky Vista Parkway/Buck Drive and Military Road. The Lemmon Drive / US 395 intersection will be modeled as the proposed diverging diamond configuration being designed by NDOT.

Merge lane locations and lengths will be evaluated based on the traffic volume projections and adjacent intersection locations. Minor stop-controlled side street intersections will not be evaluated.

Signal timing will not be evaluated under this contract.

#### 3.8.3.1 Deliverables

- One Draft version of the Traffic Operations Report
- One Final version of the Traffic Operations Report

### 3.9 ACCESS MANAGEMENT

According to the RTCs 2040 Regional Transportation Plan, Lemmon Drive is classified as a "Medium Access Control Arterial." RTC's Access Standards as outlined in the 2040 Regional Transportation Plan may be utilized given the urban nature of this project. The CONSULTANT will provide recommendations for select locations with special operational or safety concerns in a memorandum report. Access Management will be evaluated with the proposed design of raised median islands.

The existing median along Lemmon Drive just north of the Sky Vista Parkway / Buck Drive intersection is currently a two-way-left-turn lane (TWLTL) configuration. The widening of Lemmon Drive to six lanes will eliminate the acceptability of a TWLTL configuration, and access to and from Lemmon Drive will be reconfigured and confined to right-in/right-out only movements.

### 3.10 SAFETY ASSESSMENT

CONSULTANT will review the August 2010 to August 2015 crash data provided in the 2017 North Valleys Multimodal Transportation Study and will also obtain updated crash data from NDOT for August 2015-August 2018. CONSULTANT will identify existing hot spots and/or trends for special consideration. Characterization of the crash types and trends will be used to identify potential countermeasures that could be incorporated in the project design. Site specific crash analysis and diagramming is not included as a high-level, predictive type evaluation is intended.

### 3.11 DATA COLLECTION

CONSULTANT will obtain as-built data (pdf and electronic CADD files) for Lemmon Drive Segment 1 and Segment 2 project limits from the City of Reno.

CONSULTANT will coordinate with NDOT to obtain the current electronic design files for the diverging diamond configuration proposed for the Lemmon Drive/US 395 interchange. CONSULTANT will continue regular coordination with NDOT to ensure design information is updated as NDOT's design is finalized.

### 3.12 EXISTING HYDROLOGY

CONSULTANT will analyze the existing hydrology utilizing the Truckee Meadows Regional Drainage Manual, and applicable elements of the Orange Book as guidance. Analysis will include:

- Conduct a field observation of the project site.
- Obtain and review existing drainage studies which pertain to the project site.
- Gathering of relevant Swan Lake data and coordination with Washoe County regarding Swan Lake improvements
- Existing offsite peak flow rates will be calculated for the 25- and 100-year design storm events from localized off-site contributing areas at key concentration points, per the TMRDM. Off-site watersheds will be modeled using SCS HEC-1 or HEC-HMS.
- Coordination with Washoe County and their subconsultant, HDR, for Swan Lake hydraulic modeling inputs/outputs; however, Lemmon Drive will be designed per TMRDM requirements.
- Onsite peak flow rates will be calculated for the 5-, 10-, and 100-year storm events at key design points. On-site watersheds will be modeled using the Rational Formula. These design flows will be used to measure impacts of project improvements on peak flow values, to determine locations where additional or upgraded drainage facilities are required to meet street flow criteria, and for preliminary sizing of drainage facilities.
- For areas outside of the topographic survey limits, Washoe County contours will be used.
- It is assumed no offsite storm drainage facility design will be required.
- It is assumed the existing channel located between northbound and southbound Lemmon Drive has adequate capacity, and no design efforts are needed.

### 3.13 SEGMENT 1B MULTIMODAL CONNECTIVITY

CONSULTANT will review overall pedestrian and bicycle circulation patterns and linkages within Segment 1B and corresponding connectivity throughout the corridor and ensure crossing locations are adequate and meet ADA requirements.



### 3.13.1 Deliverables

- Technical memorandum summarizing any deficiencies and possible mitigation alternatives.

## **TASK 4** SEGMENT 1 PRELIMINARY DESIGN

### 4.1 DESIGN CRITERIA & SOFTWARE

#### 4.1.1 Design Criteria

CONSULTANT will develop design criteria for Segment 1 and Segment 2. Design standards will be established based on:

- Standard Specifications for Public Works Construction (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2011
- Manual on Uniform Traffic Control Devices 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Washoe County Development Code, latest version
- Truckee Meadows Regional Drainage Manual, latest version

If any structural design is needed beyond what is included in the Orange Book, The NDOT Structures Manual, 2008, and subsequent revisions, shall be used for design criteria.

CONSULTANT will prepare draft design criteria, consisting of a tabular format document of critical criteria and a summarized listing of the governing standards and references, for review by the RTC and other agencies for review and approval. A meeting will be held with the RTC and agencies to reconcile any outstanding review comments and prepare and submit the final Segment 1 Design Criteria. CONSULTANT will review existing geometry for consistency with the agreed upon standards.

Should the RTC direct the use of future releases of these references that would significantly alter the scope of work or increase the level of effort required to complete the work, incorporating these changes will be negotiated as additional services before additional work is initiated.

#### 4.1.2 Software

Project design and plans will be produced using MicroStation V8i and InRoads SS2, with the understanding that master files can be translated to AutoCAD at the completion of final design for final delivery to the RTC, if required. ProjectWise will be used to organize CADD files, included those of the Subconsultants.

### 4.1.3 Deliverables

- Segment 1 Draft Design Criteria for Agency Review
- Segment 1 Final Design Criteria
- Segment 2 Draft Design Criteria for Agency Review
- Segment 2 Final Design Criteria

## 4.2 PRELIMINARY DESIGN – SEGMENT 1

### 4.2.1 50% Design

Incorporating the results of the updated traffic volume analysis report, CONSULTANT will prepare preliminary design for widening Lemmon Drive to six (6) lanes from US 395 to Military Road and any intersection improvements, if necessary.

Roadway plans will be designed in accordance with design criteria developed in sub-task 1.7.1 Design exceptions are not anticipated, however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations.

#### 4.2.1.1 Drainage Analysis

This scope is based upon the drainage criteria outlined by the *Truckee Meadows Regional Drainage Manual (TMRDM)*, *Truckee Meadows Structural Controls Design and Low Impact Development Manual*. TMRDM section 709.2 North Valleys requires volumetric analysis within the Swan Lake basin to be based on the 100-year, 10-day storm event, while routing of peak flows shall be based on the 100-year, 24-hour storm event.

CONSULTANT will estimate street surface flow characteristics (i.e. depth, velocity, spread width/dry lane, and velocity times depth) using Manning's Equations for 5-, 10-, and 100-year design storm events.

CONSULTANT will evaluate existing drainage facilities to ensure they meet drainage criteria using Manning's Equation for roadside ditches and storm drain facilities, and HEC-22 for drop inlets.

CONSULTANT will complete a preliminary design (50 percent) of proposed drainage facilities (culverts, roadside ditches, drop inlets, and storm drain facilities) to meet drainage criteria. Where possible, use of and tie-ins into existing drainage systems along Lemmon Drive will be incorporated into the design.

The preparation of FEMA submittals will not be required for Segment 1.

#### 4.2.2 Environmental Permitting

CONSULTANT will coordinate with the Nevada Division of State Lands and the Nevada Division of Environmental Protection (NDEP) to verify there are no state-owned waters within the Segment 1 limits. It is assumed no permits will be required.

#### 4.2.3 Lighting and Electrical Design

Electrical design will include any required new street lighting, relocating, and/or removing the existing street lighting, irrigation control power, miscellaneous electrical connections (if any), electrical service points for lighting and signalized intersections, and coordination with NV Energy for any electrical utility relocations and any new service requirements. CONSULTANT will provide electrical load and voltage drop calculations.

Lighting design, if any, for the 50% submittal will be conceptual only. No detailed analysis will be completed at the 50% design for lighting.

#### 4.2.4 50% Plan Set

Plan sheets will be drafted electronically at full size, 1"= 25' scale, on 22" x 34" size paper, and PDF'd full size, but printed at only half size, 1"=50' scale, on 11" x 17".

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 50% submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, and Abbreviations (2)

Typical Section Sheets (3)

- As-constructed and proposed improvement typical sections for each alignment
- Minimum and maximum roadway widths for each alignment and lane configurations
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed retaining wall locations, if any
- Removal limits
- Pavement section depths

Survey Control / Right of Way Sheets (7)

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

Removals and Utility Sheets (4)

- Two stacked plan view windows
- Removal Limits, including existing roadway, signs, drainage, etc.

- Existing Utilities and Proposed Utility adjustments/relocations
- Sign removals
- Existing ground contours at 1' interval

#### Roadway – Plan and Profile Sheets (7)

- Plan view over profile view stacked window layout
- Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits
- Vertical grade and curve data
- Superelevation Diagrams

#### Drainage – Plan and Profile Sheets (7)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval

#### Striping Sheets (4)

- Double plan view, stacked windows
- Proposed striping showing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes

#### Electrical Sheets (4)

- Preliminary electrical design layout, if necessary

#### Traffic Signal Sheets (2)

- Traffic signal modification (if necessary)

#### Landscape and Aesthetics Sheets (4)

- General Concept, no detailed information

Approximately 45 Sheets Total.

#### Exclusions from the 50% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Details will not be prepared

- Retaining Wall Plans will not be prepared
- Signal and Traffic Signal Interconnect plans will not be prepared
- Detailed analysis for lighting and/or electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)
- No soundwalls or soundwall aesthetic design is included
- No landscape and aesthetic design for remediation of impacts to adjacent private parcels is included

#### 4.2.5 50% Cost Estimate

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

#### 4.2.6 50% Technical Provisions

RTC will provide CONSULTANT the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book. CONSULTANT will prepare 50% technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

#### 4.2.7 50% Design Submittal

CONSULTANT will submit 50% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC
  - 3 copies 11"x17" 50% design plans, Design Exception Summary (as necessary);
  - 1 copy Draft Hydraulic Report (without appendices)
  - 1 copy Engineer's opinion of probable construction cost estimate;
  - 2 CDs with 22" x 34" PDF of 50% design plans; construction cost estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report; full version of Traffic Analysis Report
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form
- City of Reno and Washoe County:
  - 2 copies 11"x17" 50% design plans, Design Exception Summary (as necessary);
  - 1 copy Draft Hydraulic Report (without appendices)
  - 1 copy Engineer's opinion of probable construction cost estimate;

- 2 CDs with 22" x 34" PDF of 50% design plans; construction cost estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report; full version of Traffic Analysis Report
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form
- Utility Companies with facilities in the area:
    - 1 copy 11"x17" 50% design plans;
    - 1 Electronic Distribution of Review Comment Instructions & Comment Form

#### 4.2.8 Constructability Review / Risk Assessment Workshop

Subconsultant PCSG will provide an independent constructability review of the 50% design plans, an independent review of the 50% cost estimate, and provide a draft construction schedule. Subconsultant PCSG will also host a risk assessment workshop to be attended by the RTC, City of Reno, Washoe County, NDOT, and other TAC members, as appropriate, during the agency review period of the 50% design plans.

#### 4.2.9 50% Review Comment Resolution

CONSULTANT will consolidate and provide responses to the 50% plan review comments. A comment resolution meeting, with 6 CONSULTANT attendees, will be held if comments are extensive and need agency coordination prior to advancing the design to the 90% level.

#### 4.2.10 90% Design

Incorporating agency comments from the 50% design review, CONSULTANT will advance the design and prepare 90% preliminary design plans, a corresponding 90% preliminary opinion of probable construction cost estimate, and 90% technical specifications.

#### 4.2.11 90% Plan Set

Plan sheets included in the 50% submittal will be advanced to the 90% level of detail. Additional sheets to be included are:

- Geometric Control and Grading Plans (5): Geometric control and grading plan information for median islands, separated sidewalks, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Signal and Traffic Signal Interconnect plans (6)
- Utility specific generated design (water, gas, etc.), as necessary from utility conflicts (2)
- Detailed analysis for lighting and/or electrical (4)
- Retaining Wall or other Special Structural Features (5)
- Detail Sheets (10)

- Site reconstruction plans including landscape and aesthetic design for remediation of impacts to adjacent properties (8)

Approximately 85 Sheets total

Exclusions from the 90% Scope of Work:

- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)
- No soundwalls or soundwall aesthetic design is included

#### 4.2.12 90% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

#### 4.2.13 90% Technical Provisions

CONSULTANT will provide detailed technical specifications for the outline created at the 50% submittal, and any additional items as determined during the 90% design. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

#### 4.2.14 90% Design Submittal

CONSULTANT will submit 90% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC
  - 3 copies 11"x17" 90% design plans, Design Exception Summary (as necessary);
  - 1 copy 90% Technical Specifications
  - 1 copy Engineer's opinion of probable construction cost estimate;
  - 2 CDs 22" x 34" PDF of 90% design plans, technical specifications, construction cost estimate, full versions of hydraulic, geotechnical, and traffic analysis reports
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form
- City of Reno and Washoe County:
  - 2 copies 11"x17" 90% design plans, Design Exception Summary (as necessary);
  - 1 copy 90% Technical Specifications
  - 1 copy Engineer's opinion of probable construction cost estimate;
  - 2 CDs 22" x 34" PDF of 90% design plans, technical specifications, construction cost estimate, full versions of hydraulic, geotechnical, and traffic analysis reports
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form

- Utility Companies with facilities in the area:
  - 1 copy 11"x17" 90% design plans
  - 1 copy Technical Specifications
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form

#### 4.2.15 Constructability, Cost Estimate, and Technical Specification Review

Subconsultant PCSG will provide an independent constructability review of the 90% design plans, an independent review of the 90% cost estimate, an independent review of the technical specifications and update the draft construction schedule prepared at 50% design.

### **TASK 5** SEGMENT 1 FINAL DESIGN

#### Task 5.1 SEGMENT 1 – 100% DESIGN

CONSULTANT will organize a 90% review comment reconciliation meeting with the RTC and other agencies. Six (6) CONSULTANT team members are anticipated to attend the comment reconciliation meeting. The agreed upon revisions will be incorporated into the plans, allowing the CONSULTANT to finalize the design plans, specifications, and engineer's estimate to 100%.

CONSULTANT will submit 100% plans, specifications and engineer's estimate to RTC, Washoe County, City of Reno, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

Subconsultant PCSG will provide an independent constructability review of the 100% design plans, an independent review of the 100% cost estimate, an independent review of the technical specifications and update the construction schedule prepared at 100% design.

##### 5.1.1 100% Design Submittal

CONSULTANT will submit 100% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC
  - 3 copies 11"x17" of 100% design plans, Design Exception Summary (as necessary);
  - 1 copy 90% Technical Specifications
  - 1 copy Engineer's opinion of probable construction cost estimate;
  - 2 CDs 22" x 34" PDF of 100% design plans, technical specifications, and construction cost estimate; full versions of hydraulic, geotechnical, and traffic analysis reports
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form



- City of Reno and Washoe County:
  - 2 copies 11”x17” 100% design plans, Design Exception Summary (as necessary);
  - 1 copy 90% Technical Specifications
  - 1 copy Engineer’s opinion of probable construction cost estimate;
  - 2 CDs 22” x 34” PDF of 100% design plans, technical specifications, and construction cost estimate; full versions of hydraulic, geotechnical, and traffic analysis reports
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form
  
- Utility Companies with facilities in the area:
  - 1 copy 11”x17” 100% design plans
  - 1 copy Technical Specifications
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form

#### Task 5.2 SEGMENT 1 – FINAL DESIGN

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

##### 5.2.1 Final Design Submittal

CONSULTANT will provide full size PDFs and a PDF of the Technical Specifications via a USB or CD to the RTC for posting on their e-bid system for advertisement.

CONSULTANT will submit 1 hard copy, 11” x 17”, of the Final Design Plan Set and 1 hard copy of the Technical Specifications to the RTC, City of Reno, and Washoe County.

#### **TASK 6** SEGMENT 1 BIDDING SERVICES

CONSULTANT will provide services during bidding for Lemmon Drive Segment 1. CONSULTANT Project Manager and Design Manager will attend the RTC hosted pre-bid meeting, respond to any Request for Information (RFIs) during the bidding period, and prepare any addenda that may be required.

CONSULTANT Project Manager and Design Manager will attend the project bid opening, review the bids received for any irregularities, and create a tabulation of the bid results in an excel spreadsheet-based format to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a Conformed Set of Specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

## **TASK 7      SEGMENT 2 ALTERNATIVE ANALYSIS**

### **7.1      SEGMENT 2 – ALTERNATIVES DEVELOPMENT**

In coordination with the TAC, CONSULTANT will develop the project purpose and need and project goals. Once these have been established and agreed upon, several conceptual level alternatives will be identified for screening. CONSULTANT will follow a two-step process for evaluating and screening the alternatives.

### **7.2      LEVEL 1 SCREENING**

The Level 1 screening process will be a qualitative evaluation of conceptual level alternatives developed by the TAC. They will be screened based on the ability to meet project purpose and need, ability to meet project goals, ability to avoid and minimize impacts to the natural and built environment, and input from the TAC.

CONSULTANT will work with County and City of Reno staff to gain information regarding Swan Lake water surface elevation. CONSULTANT will evaluate how widening and profile adjustments to Lemmon Drive would impact the flood plain, and how project specific impact mitigation might be completed as a piece of the overall solution for Swan Lake. Proposed development conditions and how they would affect alternatives will also be considered during the evaluation process.

The results of the Level 1 screening process will identify the top three alternatives to be further developed to a 15% design level.

CONSULTANT will provide 15% design for up to three alternatives. The design will include determining typical sections, profile adjustment, drainage concepts, impacts to adjoining cross streets, multi-use path alignment, floodplain impacts and mitigation measures, striping configuration, traffic analysis results, major utility conflicts, and coordination with regional Swan Lake improvements.

#### **7.2.1    Deliverables:**

- Completed Level 1 Screening Evaluation Chart
- 1" = 100' scale Roll Plots (36"x 60" maximum size each) (approx.. 3 plots)
- PDFs created; 6 printed copies
- Plan view – Roadway, Drainage Concepts, Striping, Major Utility Conflicts, and Swan Lake Coordination Features, preliminary finished grade contours, cut/fill limits, existing right-of-way
- Profile view shall be included below the plan view.
- Design Report Technical memo for each of the three alternatives summarizing key design issues and possible mitigations, and a construction cost estimate.

### 7.3 CONSTRUCTABILITY REVIEW / RISK ASSESSMENT WORKSHOP

Subconsultant PCSG will provide an independent constructability review and risk assessment of the three selected alternatives. PCSG will share the information during a TAC meeting to be included in the Level 2 Screening process.

### 7.4 LEVEL 2 SCREENING

The Level 2 screening process will be qualitative evaluation of the 15% Design of the three selected alternatives. They will be screened based on criteria developed and agreed upon by the TAC, including planning level construction costs. The results of the Level 2 screening process will identify provide a consensus of the preferred alternative to be advanced to 30% design.

#### 7.4.1 Deliverables:

- Level 2 Screening Evaluation Chart and Technical Memorandum summarizing the three alternatives and the selection and consensus of the preferred alternative.

## **TASK 8 SEGMENT 2 PRELIMINARY DESIGN**

### 8.1 30% DESIGN

CONSULTANT will advance the preferred alternative to a 30% design level. Roadway plans will be designed in accordance with design criteria developed in sub-task 4.1.1.

Design exceptions are not anticipated, however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations. An engineer's estimate of probable construction cost will accompany the 30% design; Technical Specifications will be excluded.

#### 8.1.1 Drainage Analysis

This scope is based upon the drainage criteria outlined by the *Truckee Meadows Regional Drainage Manual (TMRDM)*, *Truckee Meadows Structural Controls Design and Low Impact Development Manual*. TMRDM section 709.2 North Valleys requires volumetric analysis within the Swan Lake basin to be based on the 100-year, 10-day storm event, while routing of peak flows shall be based on the 100-year, 24-hour storm event.

CONSULTANT will estimate street surface flow characteristics (i.e. depth, velocity, spread width/dry lane, and velocity times depth) using Manning's Equations for 5-, 10-, and 100-year design storm events.

CONSULTANT will evaluate if existing drainage facilities meet drainage criteria using Manning's Equation for roadside ditches and storm drain facilities, and HEC-22 for drop inlets.

CONSULTANT will complete a preliminary design (30 percent) of proposed drainage facilities (culverts, roadside ditches, drop inlets, and storm drain facilities) to meet drainage criteria. Where possible, use of and tie-ins into existing drainage systems along Lemmon Drive will be incorporated into the design.

As Segment 2 will encroach into the FEMA special flood hazard area AE, CONSULTANT will prepare a technical memorandum with alternatives for the project's construction within the FEMA flood zone.

#### 8.1.2 Environmental Permitting

CONSULTANT will meet with each of the potential permitting agencies and discuss the conceptual project, design alternatives, construction delivery method alternatives, and will work to establish with each agency the permitting requirements for the project, any known limitations to construction methods and any mitigation expected for project permitting. This will clarify which regulatory agencies will assert jurisdiction over the project and the permitting that each will require, if any. This effort will also identify for the project the types and depth of information required to make permit application(s) with each permitting agency, the permit limitation(s) on construction methods, and the timeline for securing the permit(s), if any.

The fee associated with this scope assumes a maximum of ten (10), two (2)-hour, in-person, meetings.

Permits for the project may include but are not limited to: Nevada Division of Environmental Protection Working in Waters Permit, 401 Water Quality Permit, Construction Stormwater Permit, discharge permits for dewatering; building and grading permits and associated local floodplain management; Special Use Permit; Nevada Division of State Lands Permits; and other permits as identified throughout the review process.

For each required permit identified, CONSULTANT will develop a summary of submittal requirements, timelines, risks to the project, and permitting fees. These results will be factored into the selection of the preferred alternative.

##### 8.1.2.1 Exclusions

Per the RTC, it is assumed no Federal Funding will be applied to the project, and therefore no NEPA compliance review is required.

It is assumed a 408 Permit will not be required through the Army Corp of Engineers.

No FEMA flood boundary adjustment(s) are included in this scope/fee.

No permit applications will be submitted.

### 8.1.3 Lighting and Electrical Design

No lighting or electrical design will be included with the 30% design for Segment 2.

## 8.2 30% PLAN SET

Plan sheets will be drafted electronically at full size, 1" = 25' scale, on 22" x 34" size paper, PDF'd full size, but printed only at half size, 1" = 50' scale, on 11" x 17".

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

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

Title Sheet (1)

Index of Sheets, General Notes, Legend, and Abbreviations (2)

Typical Section Sheets (4)

- As-constructed and proposed improvement typical sections for each alignment
- Minimum and maximum roadway widths for each alignment and lane configurations
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed retaining wall locations, if any
- Removal limits
- Pavement section depths

Survey Control / Right of Way Sheets (10)

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

Removals and Utility Sheets (10)

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations
- Sign removals
- Existing ground contours at 1' interval

Roadway – Plan and Profile Sheets (18)

- Plan view over profile view stacked window layout
- Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits

- Vertical grade and curve data
- Superelevation Diagrams

#### Drainage – Plan and Profile Sheets (18)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1’ interval

#### Striping Sheets (10)

- Two stacked plan view windows
- Proposed striping showing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes

#### Traffic Signal Sheets (2)

- Traffic signal modifications (if necessary)

#### Landscape and Aesthetics Sheets (3)

- General Concept, no detailed information

Approximately 70 Sheets Total.

#### Exclusions from the 30% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruct plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Profiles and Details will not be prepared
- Retaining Wall Plans will not be prepared
- Signal and Traffic Signal Interconnect plans will not be prepared
- Detailed analysis for lighting and/or electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)
- No soundwalls or soundwall aesthetic design is included
- No landscape and aesthetic design for remediation of impacts to adjacent private parcels is included

### 8.3 30% COST ESTIMATE

CONSULTANT will prepare a detailed unit price engineer’s estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC’s Orange Book.

## 8.4 30% DESIGN SUBMITTAL

CONSULTANT will submit 30% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC
  - 3 copies 11"x17" 30% design plans, Design Exception Summary (as necessary);
  - 1 copy Draft Hydraulic Report (without appendices)
  - 1 copy Engineer's opinion of probable construction cost estimate;
  - 2 CDs 22" x 34" PDF and of 30% design plans, and construction cost estimate;
  - 1 Electronic Distribution of Review Comment Instructions & Comment Template
  
- City of Reno and Washoe County:
  - 2 copies 11"x17" 30% design plans, Design Exception Summary (as necessary);
  - 1 copy Draft Hydraulic Report (without appendices)
  - 1 copy Engineer's opinion of probable construction cost estimate;
  - 2 CDs 22" x 34" PDF and of 30% design plans, and construction cost estimate; full version of Hydraulic Report; full version of geotechnical report; full version of Traffic Analysis Report
  - 1 Electronic Distribution of Review Comment Instructions
  
- Utility Companies with facilities in the area:
  - 1 copy 11"x17" 30% design plans;
  - 1 Electronic Distribution of Review Comment Instructions

## **TASK 9** SEGMENT 2 PROJECT DELIVERY SELECTION APPROACH

### 9.1 PROJECT DELIVERY METHOD SELECTION

#### 9.1.1 Project Delivery Method Selection Workshop #1

CONSULTANT will organize and present a four (4) hour workshop for RTC staff to explain alternate project delivery selection method tools currently in use by various agencies, including Nevada, Utah, and Colorado Departments of Transportation. Working with RTC staff, selection of the preferred tool to use as a starting point will be decided upon.

#### 9.1.2 Project Delivery Method Selection Workshop #2

CONSULTANT will use the NDOT (assuming it is selected as the preferred tool) Project Delivery Selection tool as a starting point, and revise the tool based on project specific goals, challenges, and opportunities. Together with the RTC, CONSULTANT will evaluate

three project delivery methods: Design-Build (DB), Construction Manager At-Risk (CMAR), and Design-Bid-Build (DBB). This is assumed to be a four (4) hour workshop as well.

CONSULTANT will prepare a Project Delivery Selection technical memorandum summarizing the scoring results and the recommended project delivery method for construction. Included in the scoring will be costs associated with the CMAR and DB processes.

### 9.1.3 Deliverables

- Draft - Project Delivery Method Recommendation Technical Memorandum
- Final – Project Delivery Method Recommendation Technical Memorandum

## 9.2 PROGRAM MANAGER FOR DESIGN-BUILD (POSSIBLE ADDENDUM)

If design-build (DB) is selected as the preferred project delivery method, an addendum will be issued to CONSULTANT to prepare scope and fee for the program management role for this project. This role shall include the project management and administrative support and coordination with RTC engineering and procurement departments, development of qualification evaluation criteria, methodology, proposal criteria and proposal evaluation criteria. CONSULTANT will develop and assist the RTC in publishing the RFQ, develop and publish the Draft RFP, review and publication support for the final RFP, ITP, and addenda, evaluation and selection review and support, and contract conformance.

### **TASK 10 DESIGN CONTINGENCY**

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 to 9. 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.



SCOPE OF SERVICES OF THE CONSULTANT

November 20, 2020

U.S. 395 / LEMMON DRIVE  
DIVERGING DIAMOND INTERCHANGE (DDI)

PRELIMINARY THROUGH FINAL DESIGN  
AND SERVICES DURING CONSTRUCTION

SAMPLE

## DDI INTRODUCTION

The U.S. 395 / Lemmon Drive interchange reconfiguration to a diverging diamond interchange (DDI) is currently programmed in Phase 2 of the Nevada Department of Transportation's (NDOT) U.S. 395 North Valleys Project, with construction anticipated to begin in 2026.

The Regional Transportation Commission of Washoe County (RTC) is currently under contract with CONSULTANT to design capacity improvements along Lemmon Drive from Sky Vista Parkway/Buck Drive to Military Road. Improvements include widening from four to six lanes, dedicated bicycle lanes, and a multi-use path along the western side of the roadway. These improvements are Segment 1 limits. CONSULTANT is also under contract with the RTC for Segment 2 scope which includes widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two to four lanes; including an alternatives analysis to determine if realigning Lemmon Drive is a cost-effective solution. CONSULTANT is leading the alternatives analysis and preliminary design of the preferred alternative.

In order to better synchronize the Segment 1 widening improvements with the proposed U.S. 395 / Lemmon Drive interchange improvements, RTC has requested CONSULTANT to prepare a scope and fee to include design and construction of the DDI in conjunction with the Segment 1 improvements. The 90% design submittal for Segment 1 is currently scheduled for mid-October 2020 by CONSULTANT, but will be pushed back a couple of weeks to early November to allow for a shift in focus to get a 50% submittal of the DDI complete and then submit a combined 90% Segment 1 / 50% DDI design package. Review times will be reduced to 3 weeks (was

## DDI BACKGROUND

NDOT finished constructing the nation's seventeenth diverging diamond interchange at I-580/Moana Lane in November 2012, which was also the first DDI constructed in the state of Nevada. Nevada's only other DDI was constructed in Henderson in 2015.

The diverging diamond interchange has several safety benefits. There are fewer conflict

points (14 for DDI compared to 26 for a conventional interchange) and the conflict points are spread out throughout the interchange. Operational benefits include shorter cycle length because only two phases required. Left turn lane storage capacity is increased without needing more lanes and there is better overall storage between the ramp terminals. There are also several cost benefits for both retrofit and new interchange applications. For retrofit locations, like U.S. 395 / Lemmon Drive, the existing bridge structure can be used, no additional right of way is required, construction time is reduced, and maintenance of traffic is simplified during construction.

RTC published the North Valleys Multimodal Transportation Study in February 2017. The study focused on traffic operation analysis, capacity improvements, safety improvements, pedestrian and bicycle connectivity, and transit service needs. During a public meeting held on February 4, 2016 in conjunction with the study, the number one priority of the community members in attendance was the U.S. 395 / Lemmon Drive interchange.

## DDI SCOPE OF SERVICES

### TASK 1 PROJECT MANAGEMENT

#### 1.1 Project Execution

CONSULTANT will provide project management services for the scope of work for the duration of the project and for project close-out activities; assumed to be seventeen (17) months, August 2020 through January 2022. Project management includes project setup and administration, including preparation and execution of Subconsultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation and monthly updates of the project schedule, continued management of Subconsultants, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout.

The CONSULTANT Project Manager will be responsible for the ongoing project coordination

of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local, state, federal, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. The CONSULTANT Project Manager will coordinate with team leads under his/her responsibility to discuss the progress of the project and identify issues and action items to be addressed.

The Project Manager is responsible for the contracting, coordination, and management of all Subconsultants. The CONSULTANT will be the primary point of contact for the RTC for all team Subconsultants and will be responsible for communicating and coordinating the direction from the RTC to all team members.

## 1.2 Project Management Meetings

### 1.2.1 Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with RTC, NDOT, Washoe County, City of Reno, and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Six (6) CONSULTANT /Subconsultant staff will attend the meeting. CONSULTANT will prepare a meeting agenda, take and distribute meeting minutes, and track concerns about the project from the attendees.

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

### 1.2.2 Project Management/Agency Coordination Meetings

CONSULTANT will facilitate monthly Project Management Team Meetings with the RTC, NDOT, and other agencies, as necessary/appropriate each month, to discuss the design progress, upcoming milestones, scope, schedule, budget, risk status, key technical issues by discipline, and make informed decisions. These monthly meetings will be held in conjunction with the monthly Segment 1 Agency Coordination Meetings, which are separate from and the Segment 2 TAC meetings. CONSULTANT will prepare an agenda and distribute meeting notes and the action item log, identifying the person responsible for resolving each item and expected date of completion, via email. It is anticipated that up to four (4) CONSULTANT staff will attend the Project Management Meetings.

### 1.2.3 Internal Design Coordination Meetings

CONSULTANT will hold a 30-minute biweekly internal design coordination meeting with task leads, design staff as appropriate, and Subconsultants to ensure cross-discipline coordination with design and schedule. These meetings will coincide with the Segment 1 meeting days, with only applicable DDI staff attending.

## 1.3 Project Management Plan (PMP)

This U.S. 395 / Lemmon Drive scope, schedule and budget will be amended to the Project Management Plan CONSULTANT prepared for Lemmon Drive Segment 1.

The amended PMP will be distributed to the CONSULTANT team, including Subconsultants, and will be updated as needed throughout the project duration.

## 1.4 Quality Management Plan (QMP)

The Quality Management Plan CONSULTANT prepared for Lemmon Drive Segment 1 will be implemented for the design of the U.S. 395/Lemmon Drive DDI. An independent quality review will be performed on each design deliverable when submitting the 50%, 100%, and Final milestone packages.

## 1.5 File and Document Management

CONSULTANT will update and maintain all project files (electronic and hardcopy as appropriate) throughout the duration of the project. Copies of all outgoing and incoming correspondence will be provided to the Project Manager, or designee, on a continuing basis and distributed to the RTC Project Manager as needed. Word processing, data bases, spreadsheets, etc. will be prepared using a format compatible with Microsoft Office.

SAMPLE

## 1.6 Deliverables

- Monthly Invoices that show staff names, hours, classifications, and billing rates, for each month of the anticipated project schedule
- Monthly Progress Reports to be included with the invoices
- Monthly schedule update
- Meeting Agenda & Minutes for Kickoff Meetings
- Meeting Agenda, Minutes and Action Item Log for Project Management/Agency Coordination Meetings
- Project Management Plan Amendment

## TASK 2 PUBLIC AND AGENCY INVOLVEMENT

### 2.1 Public Outreach

CONSULTANT will not develop a Public Outreach and Involvement Plan specific to the U.S. 395 / Lemmon Drive DDI. NDOT and/or RTC will be responsible for producing a public outreach and involvement plan.

#### 2.1.1 Stakeholder Database

RTC and/or NDOT will use the stakeholder list developed for Lemmon Dr. Segment 1 and the US 395 North Valleys Project. CONSULTANT will not provide updates to this list.

#### 2.1.2 Website / Digital Outreach

CONSULTANT will provide information to NDOT's and RTC's Public Information Officer's for updates to their websites. Information for the website will be updated monthly, or more frequently as necessary. Project information maintained on the website will include project descriptions, project photos, e-mail sign-up and comment page linked to the RTC, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices,

and public meeting information.

CONSULTANT will not be responsible for providing public meeting notices to newspapers and television news media. The RTC and/or NDOT Public Information Office will provide these services, as well as posting announcements and project updates to social media such as FaceBook.

## 2.2 Public Information Meetings

Public Information Meetings will be held with residents, property owners adjacent to the project improvements and other members of the public to discuss project limits, scope, tentative schedule, driveway access, public notification requirements, and concerns of adjacent properties. It is anticipated that one (1) additional public meeting, specific to the 100% design of the U.S. 395 / Lemmon Dr. DDI will be held. The 50% preliminary design of the DDI will be shared during the October 2020 scheduled public meeting with the 90% Design of Segment 1.

Three preparation meetings with RTC and NDOT staff, prior to the 100% design meeting, are anticipated. Media placement will be the responsibility of the RTC and/or NDOT public information officers. CONSULTANT Project Manager, Design Manager, and up to four (4) additional CONSULTANT staff will attend the public meetings as appropriate. CONSULTANT will develop and provide up to five (5) total display boards covering the U.S. 395 / Lemmon Drive DDI construction limits, a draft PowerPoint presentation, and a project factsheet handout.

RTC will be responsible for researching and reserving a venue, with RTC paying any venue usage costs directly. CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. Translation to Spanish will be provided by the RTC. The RTC will use the Stakeholder Database (see Task 2.1.1) to print, address, and mail post cards, including postage costs, themselves. Additionally, public meetings will be promoted on project website and social media by RTC and NDOT.

Public Information Meetings will be livestreamed on Facebook by the RTC Public Information Officer.



## 2.3 Regional Transportation Commission Board Meetings

It is assumed the RTC Project Manager and Staff will not need any materials provided by the CONSULTANT for monthly presentations to the RTC Board of Commissioners.

## 2.4 NDOT Board of Director Meetings

It is assumed the RTC Project Manager and Staff will not need any materials provided by the CONSULTANT for any presentations to the NDOT Board of Directors Meetings.

## 2.5 Deliverables

- Project information to update RTC's and NDOT's websites
- Preparation for and attendance at Public Information Meeting for 100% DDI design

# TASK 3 INVESTIGATION OF EXISTING CONDITIONS

## 3.1 GEOTECHNICAL INVESTIGATION

Subconsultant, Black Eagle Consulting, Inc. will perform the following geotechnical task for the U.S. 395/Lemmon Dr. DDI.

### *Research*

Research associated with this proposal included a review of published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards at the site. Existing geotechnical reports for other projects in the area will also be reviewed, as available, to supplement information obtained during this investigation.

### *Field Exploration*

Field exploration will include the advancement of up to 8 borings within the Lemmon Drive Diverging Diamond Interchange (DDI). Up to four borings will be drilled along Lemmon Drive within the DDI improvement limits to determine the existing structural section and

subgrade soils as well as to reveal foundation soils near the retaining walls to widen the roadway under the US 395 NB and SB bridges. These borings will be advanced to about 10 feet below the existing pavement grade. A boring to 40 feet depth will be advanced within the accessible median between US 395 NB and SB north of the bridges to generate subsurface soil information on the slope that is to be retained by the northern retaining wall. It is noted the median south of the bridges is not accessible without tracking a drill rig for a few miles. Up to 3 remaining borings will be advanced in accessible areas adjacent to the ramps where cuts will be necessary to accommodate the reconfigured ramps associated with the Lemmon Drive DDI. Target depths in the range of 10 to 30 feet below the existing ground surface are proposed for these 3 borings. We expect 4 days of field exploration to advance the proposed borings. Unless further directed by the by RTC, only four (4) borings will be completed, B-02, B-03, B-07 and B-08 at this time.

Prior to exploration, BEC will obtain all necessary encroachment permits and street cut permits required by Nevada Department of Transportation (NDOT) and, if necessary, City of Reno. The encroachment permits will require significant coordination with agencies as well as submittal of traffic control plans. In addition, BEC will contact Underground Service Alert (USA) to clear all utilities in the locations of the proposed boreholes and will also hire a private utility locating firm, as necessary, for the boring locations where significant utility conflicts exist based on USA markings. Black Eagle Consulting, Inc. will hire a traffic control services firm to develop traffic control plans as well as to provide on-site traffic control to advance the borings. Finally, BEC will hire a concrete cutting company to remove Portland cement concrete pavements and thick asphalt pavements where present.

All borings will be advanced using hollow-stem auger or solid-flight auger drilling techniques. Soils will be sampled with a 2-inch-outside-diameter, split-spoon sampler driven by a standard 140-pound drive hammer with a 30-inch stroke. The number of blows to drive the sampler 1 foot into undisturbed soil (standard penetration test) is an indication of the density and shear strength of the material. Larger diameter in-place samples will be taken if compressible or expansive soils are present. Bulk samples from drill spoils will also be collected. Material encountered during exploration will be logged in the field by a geotechnical employee with a degree in geology or engineering and experience in field logging. The groundwater surface will be measured if encountered. Representative soil samples will be returned to our Reno laboratory for testing. Once the exploration is

complete, the borings will be backfilled with cement grout per NDOT requirements. The pavement cores will be patched per the permit requirements. The boring locations will be photographed, and the photographs will be provided for survey of the boring locations by others, as necessary.

In addition to the borings, BEC will also conduct a brief pavement conditions survey to document distress in the existing pavement within the limits of the Lemmon Drive DDI improvements.

### *Laboratory Testing*

Laboratory testing will include gradation analyses, Atterberg limits, moisture content, in-situ density, resistance value (R-value), direct shear testing, and chemical/corrosion tests to develop sufficient information for geotechnical and pavement analyses and to develop final geotechnical recommendations for the Lemmon Drive DDI. All laboratory testing at BEC will be performed per the applicable ASTM test method. The proposed laboratory testing schedule is shown later along with the project costs.

### *Geotechnical and Pavement Analyses*

Black Eagle Consulting, Inc. will complete all necessary geotechnical analyses to develop the geotechnical recommendations for the improvements within Lemmon Drive. It is assumed the pavement structural section for the ramps will follow NDOT standards and was provided by NDOT as 6-inch asphalt over 16-inch aggregate base. The pavement structural section for Lemmon Drive will be increased to 6-inch asphalt over 18-inch aggregate base to match the pavement structural section BEC designed for Lemmon Drive Segment 1, from Sky Vista Blvd/Buck Drive to Military Road. The geotechnical analysis will include the development of geotechnical design parameters for the retaining walls at the bridge crossing to widen Lemmon Drive. We will also evaluate the influence of the drilled shaft lateral loads supporting the abutments of the bridges on the proposed retaining walls to determine if soil nail walls or anchor supports will be necessary. With the current configuration of widening and the needed relatively short walls (up to about 5.5 feet tall on the northern side of Lemmon Drive), we expect typical cast-in-place cantilever retaining walls are appropriate. However, additional analysis will be performed to accommodate the final roadway design details. Slope stability analysis will also be performed to evaluate the stability of the required cut slopes associated with the new configuration of the Lemmon Drive DDI ramps to US 395.

### *Geotechnical Investigation Report Preparation*

The results of our research, site exploration, laboratory testing, and engineering analyses will allow formulation of geotechnical recommendations for the design and construction of this project. These recommendations will be summarized in a specific geotechnical report for the Lemmon Drive DDI which will cover:

- summary of research performed
- summary of site exploration
- summary of laboratory testing
- brief site geology, seismicity and geologic hazards
- seismic criteria (per latest AASHTO and NDOT methods)
- site soil and groundwater information
- corrosion potential
- excavation/trenching characteristics
- site preparation/stabilization
- structural backfill/embankment fill requirements
- cut and roadway embankment fill slopes
- geotechnical design criteria for retaining walls (assumed AASHTO LRFD design)
- rehabilitation alternatives for existing lanes
- aggregate base sections for concrete slabs
- site drainage
- erosion control
- identification of recognizable construction problems

A draft report will be issued initially for comments by Jacobs and the agencies involved, including the Regional Transportation Commission of Washoe County and NDOT. A final report will be issued addressing the comments; only one round of review and comments is considered in the scope.

### *Meetings and Geotechnical Consultation*

We have budgeted 20 hours of the geotechnical engineer's time for participation in design team meetings as well as agency meetings and any needed geotechnical consultation through the design progress (before or after the issue of the geotechnical investigation

report).

#### 3.1.4 Deliverables:

Draft Geotechnical Report for Agency Review

Final Geotechnical Report

### 3.2 TOPOGRAPHIC SURVEY

#### 3.2.1 Topographic Survey

Topographic mapping and an existing surface .dtm were provided by NDOT. However, it does not include the recent improvements constructed by the RTC as part of the North Valleys Improvements – Package 2 project. Included with the construction of that project were pavement widening and intersection improvements, drainage improvements, and traffic signal installation. As such, new survey will be completed to eliminate any rework and construction complications.

Topographic survey will extend approximately 800 feet northeast and southwest of the intersection of U.S. 395 and Lemmon Drive. Survey will also include the entrance and exit ramps of the freeway to approximately the physical gore, including all ramp metering facilities, to accommodate reconfiguration of the ramps to tie into the DDI. Planimetric and topographic data will be collected using a combination of GNSS RTK observations and total station observations in accordance with NDOT standards and procedures as outlined in Chapter 6 of the Construction Survey Manual.

Planimetric features to be surveyed include centerline and edges of roadway pavement, pavement markings, curb and gutter, pedestrian ramps, sidewalks, median islands, porkchop islands, traffic signal and light poles, and all associated control boxes, overhead wires on poles, street signs, visible evidence of surface utility appurtenances, storm drainage ditches and structures complete with inverts, sizes, materials, and any headwall, end section, riprap features, bridge slope paving and bridge column locations, hinge locations, breaklines amongst the terrain within the infield areas. No survey along the mainline will be obtained.

Horizontal control will be based on Nevada State Plane West Zone Grid and Vertical control will be based on NDOT and NGS Benchmarks, and coordinated with the control used for Segment 1. Five (5) project control monuments will be established along Lemmon Drive to support construction activities in accordance with NDOT specifications and standards outlined in the Construction Survey Manual. Horizontal values will be derived from static GNSS observations between control points and local NGS control monuments. Vertical values will be derived from differential levels run along Gold Mine road between control points.

An NDOT Right of Entry or Encroachment permit to perform the survey will be obtained by CONSULTANT. All survey work to be completed within NDOT or public ROW

### 3.2.2 Deliverables:

- MicroStation V8i file with topographic linework
- MicroStation InRoads SS2 Existing Ground Surface with 3D breaklines
- Label callouts for Rim and pipe inverts of Storm Drains, Sewer Systems, and other utilities
- One (1)-Foot existing ground contour intervals at a scale of 1"=20'

## 3.3 EXISTING SUBSURFACE UTILITIES

CONSULTANT will coordinate with NV Energy, TMWA, City of Reno, Charter, AT&T, Verizon, and all other utility companies as necessary for obtaining records of existing improvements, upcoming work, facility relocations, and new installations. A total of three (3) utility coordination meetings are anticipated through the duration of the project. As-Builts from the construction of the existing interchange will be obtained from NDOT, and as-builts from the signal and ramp metering installations will be obtained from RTC.

Based on the maps and utility appurtenances, utilities within the survey limits will be designated on the ground using Radio-Frequency Electromagnetic Induction (RFEMI) equipment. Some utilities may not be inductive therefore not locatable and will not meet Quality Level B. Known utilities not meeting Level B quality will be labeled with the appropriate

ASCE Quality Level (C or D) and noted in the final CAD drawing.

Utilities located as part of the SUE designation task will be surveyed using a combination of conventional and Global Navigation Satellite System (GNSS) survey methods. A Nevada Licensed Professional Land Surveyor (PLS) will oversee the collection of the utility designation marks to tie utility survey data to the project datum and coordinate system. Survey will include measure downs inside Storm and Sanitary Sewer Manholes within the project limits.

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

CONSULTANT will coordinate any utility relocations necessary to accommodate the project with the utility companies. The design and technical specifications required to relocate impacted facilities will be provided by others. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in the contract documents. CONSULTANT will assist the RTC in preparation of applications necessary for submission to utility companies for facility relocations, as required.

Coordination costs to be burdened by the RTC with the utility companies will be included in the Engineer's estimate.

No upgrading or expanding of facilities shall be included in the project scope.

Where modifications to existing utility easements are necessary or new utility easements are required, the needed easement(s) will be reflected on the plans and provided to the agency or company for their right-of-way acquisition process. No utility right-of-way document preparation or acquisition activities by the CONSULTANT are included.

### 3.4 UTILITY POTHOLING

Where additional detail is required to support the design and avoidance of utility impacts, CONSULTANT shall perform potholing via a subconsultant. It is assumed a total of up to 10 potholes will be conducted to locate facilities in the footprint of the DDI.

### 3.5 RIGHT OF WAY MAPPING

CONSULTANT will show existing right-of-way based upon existing topography mapping provided by NDOT. The right-of-way will be shown on the project plans as provided, with no further resolution.

### 3.6 RIGHT-OF-WAY ENGINEERING SERVICES

CONSULTANT will not need to provided right-of-way engineering services assuming no easements or acquisitions will be required.

### 3.7 TRAFFIC VOLUMES

Traffic volumes are not required for the U.S. 395 / Lemmon Drive DDI, as the lane configuration for diverging diamond interchanges do not require dedicated turn lane storage queue length calculations.

It is assumed NDOT has performed the required traffic analysis to determine that a diverging diamond interchange is the most efficient design for this location.

### 3.8 DATA COLLECTION

CONSULTANT will obtain as-built data, (pdf and electronic CADD files) for the U.S. 395 / Lemmon Drive intersection from NDOT.



CONSULTANT will obtain as-built data (pdf and electronic CADD files) for the traffic signal and ramp metering installation from RTC and/or NDOT.

CONSULTANT will coordinate with NDOT to obtain the current electronic design files for the diverging diamond configuration proposed for the Lemmon Drive/US 395 interchange.

### 3.9 EXISTING HYDROLOGY

CONSULTANT will analyze the existing hydrology utilizing the NDOT Drainage Manual based on NDOT's classification of Lemmon Drive as a "Minor Arterial", and U.S. 395 and its ramps as "Other Freeways and Expressways."

Analysis will include:

- Conduct a field observation of the project site.
- Obtain and review existing drainage studies which pertain to the project site.
- Existing offsite and onsite peak flow rates will be calculated per the NDOT Drainage Manual.
- For areas outside of the topographic survey limits, the NDOT provided existing ground surface .dtm will be used.
- It is assumed no off-site storm drainage retention, detention, or water quality facility design will be required.

## TASK 4 PRELIMINARY DESIGN

### 4.1 DDI DESIGN CRITERIA & SOFTWARE

#### 4.1.1 Design Criteria

CONSULTANT will develop design criteria for the Diverging Diamond Interchange. Design standards will be established based on:

- NDOT Standard Specifications for Road and Bridge Construction, 2014 Edition

- NDOT Standard Plans for Road and Bridge Construction, 2020 Edition
- NDOT Road Design Guide, 2019 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2011
- AASHTO Roadside Design Guide, 2011
- NDOT Drainage Manual 2<sup>nd</sup> Edition, December 2006
- NDOT Structures Manual, 2008, and subsequent revisions
- Manual on Uniform Traffic Control Devices 2010
- 2017 NDOT ADA Field Guide
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Miscellaneous DDI specific design recommendations/criteria from NHCRP, AASHTO, and other states

Should the RTC direct the use of future releases of these references that would significantly alter the scope of work or increase the level of effort required to complete the work, incorporating these changes will be negotiated as additional services before additional work is initiated.

CONSULTANT will prepare draft design criteria, consisting of a tabular format document of critical criteria and a summarized listing of the governing standards and references, for review and approval by NDOT, the RTC. A meeting will be held with NDOT and the RTC to reconcile any outstanding review comments and prepare and submit the final DDI Design Criteria.

#### 4.1.2 Software

Project design and plans will be produced using MicroStation V8i and InRoads SS2, with the understanding that master files can be translated to AutoCAD at the completion of final design for final delivery to the RTC, if required. ProjectWise will be used to organize CADD files, included those of the Subconsultants.

#### 4.1.3 Deliverables

Draft Design Criteria for Agency Review

Final Design Criteria

MicroStation files to NDOT and RTC

## 4.2 DDI PRELIMINARY DESIGN

### 4.2.1 50% Design

CONSULTANT will prepare the preliminary design for the diverging diamond interchange at US 395 / Lemmon Drive, using the preliminary design prepared by NDOT as guidance.

Roadway plans will be designed in accordance with design criteria developed in sub-task 4.11. Design exceptions are not anticipated; however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations.

#### 4.2.1.1 Drainage Analysis

This scope is based upon the drainage criteria outlined by the NDOT Drainage Manual 2<sup>nd</sup> Edition, December 2006.

CONSULTANT will use the design storm frequency and allowable spread into adjacent travel lane based on NDOT's classification of Lemmon Drive as a Minor Arterial, and US395 and the ramps as "Other Freeways and Expressways."

CONSULTANT will estimate street surface flow characteristics (i.e. depth, velocity, spread width/dry lane, and velocity times depth) using Manning's Equation.

CONSULTANT will evaluate existing drainage facilities to ensure they meet drainage criteria using Manning's Equation for roadside ditches and storm drain facilities, and HEC-22 for drop inlets.

Completed Drainage Report Contents and Project Progress Checklist shall be included with each design submittal

CONSULTANT will not need to prepare any NEPA documentation or prepare any FEMA submittals for the DDI.

#### 4.2.2 Environmental Permitting

CONSULTANT will coordinate with the Nevada Division of State Lands and the Nevada Division of Environmental Protection (NDEP) to verify there are no state-owned waters within the DDI limits. It is assumed no permits will be required by the designer. The construction contractor will be required to verify if a working in waters permit is required or not at the time of construction.

#### 4.2.3 Lighting and Electrical Design

Electrical design will include any required new street lighting, relocating, and/or removing the existing street lighting, miscellaneous electrical connections (if any), electrical service points for lighting and signalized intersections, and coordination with NV Energy for any electrical utility relocations and any new service requirements. CONSULTANT will provide electrical load and voltage drop calculations.

Lighting design for the 50% submittal will be conceptual only. No detailed analysis will be completed at the 50% design for lighting.

#### 4.2.4 Structural Design

Structural design will include removal of the existing concrete slope paving and construction of retaining walls to accommodate the widening of Lemmon Drive under U.S. 395. This design will require additional geotechnical investigations as discussed under Task 3.1 of this scope.

#### 4.2.5 Traffic Signal / Ramp Metering Design

Traffic signal layout will be modified/reconstructed to coincide with the proposed DDI

configuration requirements. Any signal poles that cannot be reused shall be provided to the City of Reno maintenance division.

The existing ramp meter will remain in place.

Signal timing will not be evaluated by CONSULTANT under this contract.

#### 4.2.6 50% Plan Set

Plan sheets will be drafted electronically at full size, 1"=25' scale, on 22" x 34" size paper, and PDF'd full size, but printed at only half size, 1"=50' scale, on 11" x 17".

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 50% submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, and Abbreviations (1)

Typical Section Sheets (3)

- As-constructed and proposed improvement typical sections for each alignment
- Minimum and maximum roadway widths for each alignment and lane configurations
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed retaining wall locations, if any
- Removal limits
- Pavement section depths

Survey Control / Right of Way Sheets (1)

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

#### Removals and Utility Sheets (4)

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations
- Sign removals
- Existing ground contours at 1' interval

#### Roadway – Plan and Profile Sheets (7)

- Plan view and profile view on separate pages
- Horizontal curve data, bearings, distances, station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits
- Vertical grade and curve data
- Superelevation Diagrams

#### Drainage – Plan and Profile Sheets (6)

- Plan view and pipe profile view on separate pages
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval

#### Striping Sheets (4)

- Plan view
- Proposed striping showing lane arrangements including turn lanes, and bicycle and pedestrian facility markings

#### Electrical Sheets (4)

- Preliminary electrical design layout, if necessary

#### Structural Design (6)

- Removal of Slope Paving and Construction of Retaining Wall

#### Traffic Signal Sheets (4)

- Traffic signal design

#### Landscape and Aesthetics Sheets (4)

- General Concept, no detailed information

#### Detail Sheets (6)

- All detail sheets referenced on the plans will be included within the plan set

Approximately 51 Sheets Total.

#### Exclusions from the 50% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Details will not be prepared
- Signal and Traffic Signal Interconnect plans will not be prepared
- Detailed analysis for lighting and/or electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)
- No soundwalls or soundwall aesthetic design is included
- NDOT format Summary of Base and Surface Quantities (3-sheets) will not be included
- NDOT format Structure Lists will not be included

#### 4.2.7 50% Cost Estimate

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the NDOT Standard Specifications for Road and Bridge Construction, 2014 Edition (Silver Book). Quantities will be calculated as defined in the Bid Item Clarifications, not per the Silver Book.

#### 4.2.8 50% Supplemental Special Provisions

CONSULTANT will prepare supplemental provisions to the NDOT Standard Specifications for Road and Bridge Construction, 2014 Edition. Bid Item Clarifications will be included to define each bid item and the measurement of payment.

#### 4.2.9 50% Design Submittal

CONSULTANT will submit 50% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC and NDOT
  - 3 printed copies 11"x17" 50% design plans, Design Exception Summary (as necessary)
  - 3 printed copies Draft Hydraulic Report (without appendices)
  - 3 printed copies Engineer's opinion of probable construction cost estimate
  - 3 printed copies 50% Supplemental Technical Provisions
  - 2 CDs with 22" x 34" PDF of 50% design plans; construction cost estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report, 50% Supplemental Technical Provisions
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form
  
- City of Reno and Washoe County:
  - 2 CDs with 22" x 34" PDF of 50% design plans; construction cost estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report; 50% Supplemental Technical Provisions
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form
  
- Utility Companies with facilities in the area:
  - 1 CD with 22" x 34" PDF of 50% design plans; construction cost estimate; full



version of Draft Hydraulic Report; full version of Geotechnical Report; 50% Supplemental Technical Provisions

- 1 Electronic Distribution of Review Comment Instructions & Comment Form

#### 4.2.10 Constructability Review / Independent Cost Estimate / Draft Construction Schedule

Subconsultant PCSG will provide an independent constructability review of the 50% design plans, an independent 50% cost estimate, and provide a draft construction schedule.

#### 4.2.11 50% Review Comment Resolution

CONSULTANT will consolidate and provide responses to the 50% plan review comments. A comment resolution meeting, with six (6) CONSULTANT attendees, will be held prior to advancing the design to the 100% level.

### TASK 5 – DDI FINAL DESIGN

#### Task 5.1 100% Design

CONSULTANT will organize a 50% review comment reconciliation meeting with the RTC, NDOT, and other agencies. Six (6) CONSULTANT team members are anticipated to attend the comment reconciliation meeting. The agreed upon revisions will be incorporated into the plans, allowing the CONSULTANT to finalize the design plans, specifications, and engineer's estimate to 100%.

CONSULTANT will submit 100% plans, specifications and engineer's estimate to RTC, NDOT, Washoe County, City of Reno, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

Incorporating agency comments from the 50% design review, CONSULTANT will advance the design and prepare 100% design plans, a corresponding 100% preliminary opinion of probable construction cost estimate, and 100% Supplemental Technical Specifications.

### 5.1.1 100% Design Submittal

#### 5.1.1.1 100% Plan Set

Plan sheets included in the 50% submittal will be advanced to the 100% level of detail. Additional sheets to be included are:

##### Geometric Control and Grading Plans (6)

- Geometric control and grading plan information for median islands, porkchop islands, separated sidewalks, ADA ramps, driveways, and any other features needing geometry/grading detailed for construction
- Signal and Traffic Signal Interconnect plans (6)
- Utility specific generated design (water, gas, etc.), as necessary from utility conflicts (2)
- Detailed analysis for lighting and/or electrical (5)
- Retaining Wall or other Special Structural Features (5)

Approximately 75 Sheets total

### 5.1.2 100% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 100% design level.

### 5.1.3 100% Technical Provisions

CONSULTANT will provide detailed technical specifications for the outline created at the 50% submittal, and any additional items as determined during the 100% design.

#### 5.1.4 100% Design Submittal

CONSULTANT will submit 100% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC and NDOT
  - 3 printed copies 11"x17" 100% design plans, Design Exception Summary (as necessary)
  - 3 printed copies Draft Hydraulic Report (without appendices)
  - 3 printed copies Engineer's opinion of probable construction cost estimate
  - 3 printed copies 100% Supplemental Technical Provisions
  - 2 CDs with 22" x 34" PDF of 100% design plans; construction cost estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report, 100% Supplemental Technical Provisions
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form
- City of Reno and Washoe County:
  - 2 CDs with 22" x 34" PDF of 100% design plans; construction cost estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report; 100% Supplemental Technical Provisions
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form
- Utility Companies with facilities in the area:
  - 1 CD with 22" x 34" PDF of 100% design plans; construction cost estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report; 50% Supplemental Technical Provisions
  - 1 Electronic Distribution of Review Comment Instructions & Comment Form

#### 4.2.8 Constructability Review / Independent Cost Estimate / Draft Construction Schedule

Subconsultant PCSG will provide an independent constructability review of the 100% design plans, an independent 100% cost estimate, and provide an updated construction schedule.

## Task 5.2 DDI – Final Design

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

### 5.2.1 Final Design Submittal

CONSULTANT will provide full size PDFs and a PDF of the Technical Specifications via a USB or CD to the RTC for posting on their e-bid system for advertisement.

CONSULTANT will submit 1 hard copy, 11" x 17", of the Final Design Plan Set and 1 hard copy of the Technical Specifications to the RTC, NDOT, City of Reno, and Washoe County.

## TASK 6 – DDI BIDDING SERVICES

CONSULTANT will provide services during bidding for Lemmon Drive DDI. CONSULTANT Project Manager and Design Manager will attend the RTC hosted pre-bid meeting, respond to any Request for Information (RFIs) during the bidding period, and prepare any addenda that may be required.

CONSULTANT Project Manager and Design Manager will attend the project bid opening, review the bids received for any irregularities, and create a tabulation of the bid results in an excel spreadsheet-based format to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a Conformed Set of Specifications

for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans if any changes are required resulting from RFIs during the bidding process.

SAMPLE

Exhibit B - Compensation Schedule  
Original Fee - 09/20/2019

<i>Project Title</i>	Project Manager	Design Manager	Senior Proj Manager	Project Engineer III	Project Engineer II	Project Engineer I	Staff Engineer	CAD Tech	QA/QC Manager	ROW Associate	Landscape Architect	Sr. Structural	Sr. Public Inv.	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs
<i>Proposed Staff</i>	Kaci	Chris	John K., Jerry Pruitt	Chad H.	Ben, Sharan, Kayann, Zen	Mateo	Anthony	John	Kim Nokes	Halana, Patrice	Linda	Cooper	Debi		Shawn/Candy				
<i>Raw Rate</i>																			
<b>Task</b>	<i>Avg Rates</i>	\$180.00	\$130.00	\$250.00	\$160.00	\$135.00	\$100.00	\$75.00	\$100.00	\$250.00	\$160.00	\$185.00	\$240.00	\$190.00	\$65.00	\$60.00			
<b>1.0 Project Management</b>		970	310	84	4	426	46	46	46	0	50	4	46	4	120	418	2574	\$ 360,120	\$ -
1.1 Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management		744	92	80										120	268		1304	\$ 189,760	
1.2 Kickoff Meetings		16	8	4	4	12	4	4	4	8	4	4	4		8		84	\$ 12,500	
1.3 Project Management Meetings		144	144			288											576	\$ 83,520	
1.4 Internal Design Coordination Meetings		42	42			126	42	42	42	42		42			42		462	\$ 60,900	
1.5 Project & Quality Management Plans Dev. & Updates		24	24												100		148	\$ 13,440	
<b>2.0 Public Outreach</b>		262	170	0	0	80	12	12	68	0	0	0	12	0	140		756	\$ 99,640	\$ 80,000
2.1 Public Outreach Plan/Methods/Stakeholder Database															40		40	\$ 2,400	
2.2 TAC Meetings		80	40			80									80		280	\$ 35,200	
2.3 One-on-One Stakeholder Meetings		80	80														160	\$ 24,800	
2.4 Public Information Mtgs (2)		64	12				12	12	48				12		20		180	\$ 23,460	
2.5 RTC Board Meetings		18	18														36	\$ 5,580	
2.6 Washoe County Comm & Reno City Council		20	20						20								60	\$ 8,200	
SUB SJ Marketing																	0	\$ -	\$ 80,000
<b>3.0 Investigation of Existing Conditions</b>		29	182	24	0	448	48	0	204	0	260	0	0	0	0		1195	\$ 162,160	\$ 412,992
3.1 Geotechnical Investigation		4	16														20	\$ 2,800	
SUB Black Eagle																	0	\$ -	\$ 210,430
3.2 Pavement Distress/Condition Survey		1	8				8										17	\$ 2,020	
3.3 Existing Subsurface Utilities			14														14	\$ 1,820	
3.4 Utility Potholing		8	16														24	\$ 3,520	
SUB Potholing																	0	\$ -	\$ 30,000
3.5 Topographic Survey & Aerial Images		16				16			16								48	\$ 6,640	
SUB MAPCA Surveys																	0	\$ -	\$ 142,562
3.6 Right-Of-Way Mapping			18						108		80						206	\$ 25,940	
3.7 Right-Of-Way Engineering									80		180						260	\$ 36,800	
SUB OPC																	0	\$ -	\$ 20,000
3.8 Traffic Volume Verification			18	16		240											274	\$ 38,740	
SUB Traffic Counts																	0	\$ -	\$ 10,000
3.9 Access Management			32			32											64	\$ 8,480	
3.10 Safety Assessment			12			56											68	\$ 9,120	
3.11 Data Collection			16				40										56	\$ 6,080	
3.12 Existing Hydrology				8		40											48	\$ 7,400	
3.13 Segment 1B Multimodal Connectivity			32			64											96	\$ 12,800	
<b>4.0 Segment 1 - Preliminary Design</b>		106	480	0	60	1332	100	696	560	56	0	82	28	0	0	104	3604	\$ 431,230	\$ 85,500
4.1.1 Design Criteria (Segments 1&2)			12			12		48									72	\$ 6,780	
4.1.2 Software - ProjectWise Setup									40								40	\$ 4,000	
4.2.1 Segment 1 - 50% Roadway		16	200			400	40	280				8					944	\$ 109,800	
4.2.1.1 Segment 1 - 50% Drainage					20	200											220	\$ 30,200	

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Project Title	Project Manager	Design Manager	Senior Proj Manager	Project Engineer III	Project Engineer II	Project Engineer I	Staff Engineer	CAD Tech	QA/QC Manager	ROW Associate	Landscape Architect	Sr. Structural	Sr. Public Inv.	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs
Proposed Staff	Kaci	Chris	John K., Jerry Pruitt	Chad H.	Ben, Sharan, Kayann, Zen	Mateo	Anthony	John	Kim Nokes	Halana, Patrice	Linda	Cooper	Debi		Shawn/Candy				
Raw Rate																			
Task	Avg Rates	\$180.00	\$130.00	\$250.00	\$160.00	\$135.00	\$100.00	\$75.00	\$100.00	\$250.00	\$160.00	\$185.00	\$240.00	\$190.00	\$65.00	\$60.00			
4.2.1.2 Segment 1 - Environmental Permitting					4											4	\$ 540		
SUB TriSage																0	\$ -	\$ 5,000	
4.2.1.3 Segment 1 - Lighting & Electrical			8													8	\$ 1,040		
SUB PK Electrical																0	\$ -	\$ 60,000	
4.2.2 Segment 1 - 50% Plan Set								300	24							324	\$ 36,000		
4.2.3 Segment 1 - 50% Cost Estimate	4	16			64		24									108	\$ 13,240		
4.2.4 Segment 1 - 50% Technical Specifications	8	16			16							4				44	\$ 6,640		
4.2.5 Segment 1 - 50% Design Submittal	8	8					8								40	64	\$ 5,480		
4.2.6 Segment 1 - 50% Constructability/Risk Assessment WrkShop	8	8			16		8									40	\$ 5,240		
SUB PCSG																0	\$ -	\$ 11,500	
4.2.7 Segment 1 - 50% Review Comment Resolution	16	16			32		16				2				24	106	\$ 12,290		
4.2.8 Segment 1 - 90% Design	16	112		40	500	60	280				80	8				1096	\$ 135,060		
4.2.9 Segment 1 - 90% Plan Set								220	32							252	\$ 30,000		
4.2.10 Segment 1 - 90% Cost Estimate	4	16			32		24									76	\$ 8,920		
4.2.11 Segment 1 - 90% Technical Specifications	16	60			56							8				140	\$ 20,160		
4.2.12 Segment 1 - 90% Design Submittal	8	8					8								40	64	\$ 5,480		
4.2.13 Segment 1 - 90% Constructability/Risk Assessment	2															2	\$ 360		
SUB PCSG																0	\$ -	\$ 9,000	
<b>5.0 Segment 1 - Final Design</b>	<b>32</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>256</b>	<b>0</b>	<b>84</b>	<b>64</b>	<b>48</b>	<b>0</b>	<b>12</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>658</b>	<b>\$ 84,680</b>	<b>\$ 8,500</b>	
5.1 Segment 1 100% Design	4	16			180		60	40	16		8	4				328	\$ 42,040		
5.1 Segment 1 100% Estimate & Specs & Delivery	16	16			28		8		8		4	8			40	128	\$ 16,400		
SUB PCSG																0	\$ -	\$ 7,500	
5.2 Segment 1 Final Design	4	16			24		8	24	16			4				96	\$ 14,000		
5.2 Segment 1 Final Estimate & Specs & Delivery	8	16			24		8		8			2			40	106	\$ 12,240		
SUB PCSG																0	\$ -	\$ 1,000	
<b>6.0 Segment 1 - Bidding Services</b>	<b>32</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>\$ 14,780</b>	<b>\$ -</b>	
6.1 Bidding Services	32	32			36											100	\$ 14,780		
<b>7.0 Segment 2 - Alternatives Analysis</b>	<b>68</b>	<b>212</b>	<b>0</b>	<b>0</b>	<b>344</b>	<b>12</b>	<b>160</b>	<b>180</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>1100</b>	<b>\$ 140,240</b>	<b>\$ 11,000</b>	
7.1 Alternatives Development	24	24			48											96	\$ 13,920		
7.2 Level 1 Screening	16	80			124	8	80	80				20				408	\$ 49,620		
7.3 Construction/Risk Workshop	4	4			8	4										20	\$ 2,720		
7.4 Level 2 Screening	16	80			164		80	100				40				480	\$ 61,020		
7.5 Deliverables	8	24							24						40	96	\$ 12,960		
SUB PCSG																0	\$ -	\$ 11,000	
<b>8.0 Segment 2 - Preliminary Design</b>	<b>40</b>	<b>204</b>	<b>0</b>	<b>0</b>	<b>678</b>	<b>48</b>	<b>268</b>	<b>200</b>	<b>24</b>	<b>0</b>	<b>40</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>1590</b>	<b>\$ 197,470</b>	<b>\$ 22,000</b>	
8.1 30% Design	24	180			450	40	240				40	40				1014	\$ 127,470		
8.1.1 30% Drainage					160											160	\$ 21,600		
8.1.2 Environmental Permitting					12											12	\$ 1,620		
SUB TriSage																0	\$ -	\$ 15,000	
8.1.3 Lighting & Electrical																0	\$ -		

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Project Title	Project Manager	Design Manager	Senior Proj Manager	Project Engineer III	Project Engineer II	Project Engineer I	Staff Engineer	CAD Tech	QA/QC Manager	ROW Associate	Landscape Architect	Sr. Structural	Sr. Public Inlv.	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs	
Proposed Staff	Kaci	Chris	John K., Jerry Pruitt	Chad H.	Ben, Sharan, Kayann, Zen	Mateo	Anthony	John	Kim Nokes	Halana, Patrice	Linda	Cooper	Debi		Shawn/Candy					
Raw Rate																				
Task	Avg Rates	\$180.00	\$130.00	\$250.00	\$160.00	\$135.00	\$100.00	\$75.00	\$100.00	\$250.00	\$160.00	\$185.00	\$240.00	\$190.00	\$65.00	\$60.00				
8.2	30% Plan Set							200	24							224	\$ 26,000			
8.3	30% Cost Estimate	8	16			56		28					8			116	\$ 15,100			
SUB	PCSG															0	\$ -	\$ 7,000		
8.4	30% Design Submittal	8	8				8								40	64	\$ 5,680			
<b>9.0</b>	<b>Segment 2 Project Delivery Method Selection</b>	24	8	4	0	8	8	8	0	0	0	0	0	0	0	60	\$ 8,840	\$ 10,500		
9.1.1	Workshop #1	12	4			4	4	4								28	\$ 3,920			
9.1.2	Workshop #2	12	4	4		4	4	4								32	\$ 4,920			
SUB	Avenue Consultants															0	\$ -	\$ 10,500		
<b>10.0</b>	<b>Design Contingency - \$250,000 per RTC</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 224,000	\$ 26,000		
10.1	Design Contingency As Approved By RTC															0	\$ 224,000			
SUB	Subconsultants															0	\$ -	\$ 26,000		
	<b>Subsconsultant - Dyer</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 247,280		
	All Tasks															0	\$ -	\$ 247,280		
	<b>Hours Per Staff</b>	1563	1662	112	64	3608	274	1274	1322	152	310	138	200	16	120	822	11637			
	<b>Base Scope Direct Labor Costs</b>	\$ 281,340	\$ 216,060	\$ 28,000	\$ 10,240	\$ 487,080	\$ 27,400	\$ 95,550	\$ 132,200	\$ 38,000	\$ 49,600	\$ 25,530	\$ 48,000	\$ 3,040	\$ 7,800	\$ 49,320		\$ 1,723,160	\$ 903,772	
	<b>Direct Expenses</b>																\$ 35,000			
	Misc. Exp.	\$ 20,000																		
	Travel Costs (Airfare, Car, Hotel, Food)	\$ 15,000																		
<b>TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL (Rounded)</b>																		\$ 1,758,160	\$ 903,772	\$ 2,661,932



Exhibit B - Compensation Schedule  
DDI Amendment - 11/20/2020

Project Title	Project Manager	Design Manager	Senior Proj Manager	Project Engineer III	Project Engineer II	Project Engineer I	Staff Engineer	CAD Tech	QA/QC Manager	Landscape Architect	Sr. Structural	Survey /SUE	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs
Proposed Staff	Kaci		John K., Jerry P., Aaron W.	Michael	Kayann	Mateo	Anthony	John	Kim Nokes	Linda	Cooper	Surevy Crews		Shawn/Candy				
Task	Avg Rates	\$185.00	\$150.00	\$250.00	\$145.00	\$135.00	\$110.00	\$80.00	\$100.00	\$250.00	\$185.00	\$240.00	\$120.00	\$65.00	\$60.00			
<b>1.0 Project Management</b>		168	98	40	0	18	18	18	10	0	0	18	0	40	58	486	\$ 73,030	\$ 0
1.1 Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management; PMP Amendment; Proj Mng Mtgs		150	80	40									40	40	350	\$ 54,750		
1.2 Kickoff Meetings		8	8			8	8	8				8		8	56	\$ 7,680		
1.3 Internal Design Coordination Meetings		10	10			10	10	10	10			10		10	80	\$ 10,600		
<b>2.0 Agency Coordination/Public Outreach</b>		32	24	0	0	8	8	8	24	0	0	8	0	24	136	\$ 17,880	\$ 0	
2.1 Agency Coordination Meetings		16	8			8	8	8				8		16	72	\$ 9,640		
2.2 Public Information Mtgs (1)		16	16						24					8	64	\$ 8,240		
<b>3.0 Investigation of Existing Conditions</b>		16	100	24	0	50	32	0	12	0	0	8	220	24	486	\$ 65,190	\$ 53,425	
3.1 Geotechnical Investigation		8	8									8			24	\$ 4,600		
SUB Black Eagle															0	\$ -	\$ 38,425	
3.2 Topographic Survey (+Expenses Below)			80	16					8					16	300	\$ 39,360		
3.3 Existing Subsurface Utilities			8				16								64	\$ 7,760		
3.4 Utility Potholing		8					16								24	\$ 3,240		
SUB Potholing															0	\$ -	\$ 15,000	
3.5 Right-Of-Way Mapping			4						4						8	\$ 1,000		
3.9 Existing Hydrology				8		50								8	66	\$ 9,230		
<b>4.0 DDI - Preliminary Design</b>		78	242	4	58	108	200	208	200	24	48	152	0	44	1366	\$ 187,360	\$ 53,320	
4.1.1 Design Criteria		8	24			8		24				8		4	76	\$ 10,240		
4.1.2 Software - ProjectWise Setup									40						40	\$ 4,000		
4.2.1,4,5 DDI - 50% Roadway, Structural, Traffic Signal		40	140		50		140	120			40	120		16	666	\$ 97,810		
4.2.1.1 DDI - 50% Drainage				4		80	40								124	\$ 16,200		
4.2.1.3 DDI - Lighting & Electrical			8												8	\$ 1,200		
SUB PK Electrical															0	\$ -	\$ 45,000	
4.2.6 DDI - 50% Plan Set									160	24					184	\$ 22,000		
4.2.7 DDI - 50% Cost Estimate		8	24		4	8	8	24			4	8			88	\$ 12,200		
4.2.8 DDI - 50% Technical Specifications		8	24		4	4	4	24			4	8			80	\$ 11,220		
4.2.9 DDI - 50% Design Submittal		4	4					8						8	24	\$ 2,460		
4.2.10 DDI - 50% Constructability QC/Ind. Est. / Draft Schedule		2	2												4	\$ 670		
SUB PCSG															0	\$ -	\$ 8,320	
4.2.11 DDI - 50% Review Comment Resolution		8	16			8	8	8				8		16	72	\$ 9,360		
<b>5.0 DDI - Final Design</b>		52	208	8	50	128	184	208	160	32	96	120	0	32	1278	\$ 176,710	\$ 9,360	
5.1 DDI 100% Design		24	120	8	40	80	120	120	120		60	80			772	\$ 106,140		
5.1 DDI 100% Estimate & Specs & Delivery		16	40			16	16	24		16	4	8		16	156	\$ 22,420		
SUB PCSG															0	\$ -	\$ 8,320	
5.2 DDI Final Design		4	24		10	24	40	40	40		24	24			230	\$ 30,830		
5.2 DDI Final Estimate & Specs & Delivery		8	24			8	8	24		16	8	8		16	120	\$ 17,320		
SUB PCSG															0	\$ -	\$ 1,040	
<b>6.0 DDI - Bidding Services</b>		16	40	0	0	8	16	0	0	0	0	8	0	8	96	\$ 13,240	\$ 0	
6.1 Bidding Services		16	40			8	16					8		8	96	\$ 13,240		
<b>10.0 Design Contingency</b>																-\$ 150,000	\$ 0	
<b>Hours Per Staff</b>		362	712	76	108	320	458	442	406	56	144	306	228	40	190	3848		
<b>Base Scope Direct Labor Costs</b>		\$ 66,970	\$ 106,800	\$ 19,000	\$ 15,660	\$ 43,200	\$ 50,380	\$ 35,360	\$ 40,600	\$ 14,000	\$ 26,640	\$ 73,440	\$ 27,360	\$ 2,600	\$ 11,400	\$ 383,410	\$ 116,105	
<b>Direct Expenses</b>																\$ 20,000		
Misc. Exp.		\$ 4,000																
Survey/SUE Travel Costs (Mileage, Hotel, Food,Equip)		\$ 15,000																
Travel Costs (In-Town Mileage)		\$ 1,000																
<b>TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL (Rounded)</b>																<b>\$ 403,410</b>	<b>\$ 116,105</b>	<b>\$ 519,515</b>

**Exhibit B - Compensation Schedule**  
**DDI Amendment - 11/20/2020**

Project Title	Project Manager	Design Manager	Senior Proj Manager	Project Engineer III	Project Engineer II	Project Engineer I	Staff Engineer	CAD Tech	QA/QC Manager	Landscape Architect	Sr. Structural	Survey /SUE	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs
Proposed Staff	Kaci		John K., Jerry P., Aaron W.	Michael	Kayann	Mateo	Anthony	John	Kim Nokes	Linda	Cooper	Surevy Crews		Shawn/Candy				
Task	Avg Rates	\$185.00	\$150.00	\$250.00	\$145.00	\$135.00	\$110.00	\$80.00	\$100.00	\$250.00	\$185.00	\$240.00	\$120.00	\$65.00	\$60.00			
<b>1.0 Project Management</b>	168	98	40	0	18	18	18	10	0	0	18	0	40	58	486	\$ 73,030	\$ 0	
1.1 Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management; PMP Amendment; Proj Mng Mtgs	150	80	40										40	40	350	\$ 54,750		
1.2 Kickoff Meetings	8	8			8	8	8				8			8	56	\$ 7,680		
1.3 Internal Design Coordination Meetings	10	10			10	10	10	10			10			10	80	\$ 10,600		
<b>2.0 Agency Coordination/Public Outreach</b>	32	24	0	0	8	8	8	24	0	0	8	0	0	24	136	\$ 17,880	\$ 0	
2.1 Agency Coordination Meetings	16	8			8	8	8				8			16	72	\$ 9,640		
2.2 Public Information Mtgs (1)	16	16						24						8	64	\$ 8,240		
<b>3.0 Investigation of Existing Conditions</b>	16	100	24	0	50	32	0	12	0	0	8	220	0	24	486	\$ 65,190	\$ 53,425	
3.1 Geotechnical Investigation	8	8									8				24	\$ 4,600		
SUB Black Eagle															0	\$ -	\$ 38,425	
3.2 Topographic Survey (+Expenses Below)		80	16					8				180		16	300	\$ 39,360		
3.3 Existing Subsurface Utilities		8				16						40			64	\$ 7,760		
3.4 Utility Potholing	8					16									24	\$ 3,240		
SUB Potholing															0	\$ -	\$ 15,000	
3.5 Right-Of-Way Mapping		4						4							8	\$ 1,000		
3.9 Existing Hydrology			8		50									8	66	\$ 9,230		
<b>4.0 DDI - Preliminary Design</b>	78	242	4	58	108	200	208	200	24	48	152	0	0	44	1366	\$ 187,360	\$ 53,320	
4.1.1 Design Criteria	8	24			8		24				8			4	76	\$ 10,240		
4.1.2 Software - ProjectWise Setup								40							40	\$ 4,000		
4.2.1,4,5 DDI - 50% Roadway, Structural, Traffic Signal	40	140		50		140	120			40	120			16	666	\$ 97,810		
4.2.1.1 DDI - 50% Drainage			4		80	40									124	\$ 16,200		
4.2.1.3 DDI - Lighting & Electrical		8													8	\$ 1,200		
SUB PK Electrical															0	\$ -	\$ 45,000	
4.2.6 DDI - 50% Plan Set								160	24						184	\$ 22,000		
4.2.7 DDI - 50% Cost Estimate	8	24		4	8	8	24			4	8				88	\$ 12,200		
4.2.8 DDI - 50% Technical Specifications	8	24		4	4	4	24			4	8				80	\$ 11,220		
4.2.9 DDI - 50% Design Submittal	4	4					8							8	24	\$ 2,460		
4.2.10 DDI - 50% Constructability QC/Ind. Est. / Draft Schedule	2	2													4	\$ 670		
SUB PCSG															0	\$ -	\$ 8,320	
4.2.11 DDI - 50% Review Comment Resolution	8	16			8	8	8				8			16	72	\$ 9,360		
<b>5.0 DDI - Final Design</b>	52	208	8	50	128	184	208	160	32	96	120	0	0	32	1278	\$ 176,710	\$ 9,360	
5.1 DDI 100% Design	24	120	8	40	80	120	120	120		60	80				772	\$ 106,140		
5.1 DDI 100% Estimate & Specs & Delivery	16	40			16	16	24		16	4	8			16	156	\$ 22,420		
SUB PCSG															0	\$ -	\$ 8,320	
5.2 DDI Final Design	4	24		10	24	40	40	40		24	24				230	\$ 30,830		
5.2 DDI Final Estimate & Specs & Delivery	8	24			8	8	24		16	8	8			16	120	\$ 17,320		
SUB PCSG															0	\$ -	\$ 1,040	
<b>6.0 DDI - Bidding Services</b>	16	40	0	0	8	16	0	0	0	0	0	8	0	8	96	\$ 13,240	\$ 0	
6.1 Bidding Services	16	40			8	16						8		8	96	\$ 13,240		
<b>Hours Per Staff</b>	362	712	76	108	320	458	442	406	56	144	306	228	40	190	3848			
<b>Base Scope Direct Labor Costs</b>	\$ 66,970	\$ 106,800	\$ 19,000	\$ 15,660	\$ 43,200	\$ 50,380	\$ 35,360	\$ 40,600	\$ 14,000	\$ 26,640	\$ 73,440	\$ 27,360	\$ 2,600	\$ 11,400		\$ 533,410	\$ 116,105	
<b>Direct Expenses</b>																\$ 20,000		
Misc. Exp.	\$ 4,000																	
Survey/SUE Travel Costs (Mileage, Hotel, Food,Equip)	\$ 15,000																	
Travel Costs (In-Town Mileage)	\$ 1,000																	
<b>TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL (Rounded)</b>																\$ 553,410	\$ 116,105	\$ 669,515

Exhibit B - Compensation Schedule  
Total Compensation

		<b>Agreement</b>	<b>Sub- Consultants</b>	<b>Amendment 1</b>	<b>Sub- Consultants Amendment 1</b>	<b>Task Total</b>	<b>Total Costs</b>
<b>1.0</b>	<b>Project Management</b>	\$ 360,120	\$ -	\$ 73,030	\$ -	\$ 433,150	
<b>2.0</b>	<b>Public Outreach</b>	\$ 99,640	\$ 80,000	\$ 17,880	\$ -	\$ 197,520	
<b>3.0</b>	<b>Investigation of Existing Conditions</b>	\$ 162,160	\$ 412,992	\$ 65,190	\$ 53,425	\$ 693,767	
<b>4.0</b>	<b>Segment 1 - Preliminary Design</b>	\$ 431,230	\$ 85,500	\$ 187,360	\$ 53,320	\$ 757,410	
<b>5.0</b>	<b>Segment 1 - Final Design</b>	\$ 84,680	\$ 8,500	\$ 176,710	\$ 9,360	\$ 279,250	
<b>6.0</b>	<b>Segment 1 - Bidding Services</b>	\$ 14,780	\$ -	\$ 13,240	\$ -	\$ 28,020	
<b>7.0</b>	<b>Segment 2 - Alternatives Analysis</b>	\$ 140,240	\$ 11,000	\$ -	\$ -	\$ 151,240	
<b>8.0</b>	<b>Segment 2 - Preliminary Design</b>	\$ 197,470	\$ 22,000	\$ -	\$ -	\$ 219,470	
<b>9.0</b>	<b>Segment 2 Project Delivery Method Selection</b>	\$ 8,840	\$ 10,500	\$ -	\$ -	\$ 19,340	
<b>10.0</b>	<b>Design Contingency - \$250,000 per RTC</b>	\$ 224,000	\$ 26,000	\$ -150,000	\$ -	\$ 100,000	
	<b>Subsultant - Dyer</b>	\$ -	\$ 247,280	\$ -	\$ -	\$ 247,280	
	<b>All Tasks</b>	\$ 1,723,160	\$ 903,772	\$ 383,410	\$ 116,105		
	<b>Base Scope Direct Labor Costs</b>	\$ 1,723,160	\$ 903,772	\$ 383,410	\$ 116,105		
	<b>Direct Expenses</b>	\$ 35,000		\$ 20,000			
	Misc. Exp.						
	Travel Costs (Airfare, Car, Hotel, Food)						
	<b>TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTA</b>	<b>\$ 1,758,160</b>	<b>\$ 903,772</b>	<b>\$ 403,410</b>	<b>\$ 116,105</b>		<b>\$ 3,181,447</b>



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.14**

**TO:** Regional Transportation Commission

**FROM:** Blaine Petersen, P.E.  
Engineer II

Bill Thomas, AICP  
Executive Director

**SUBJECT: Amendment No. 4 to the Professional Services Agreement (PSA) between RTC and Headway Transportation, LLC, for Design of the North Valleys Phase 3B Project**

**RECOMMENDATION**

Approve Amendment No. 4 to the existing Professional Services Agreement (PSA) between the RTC and Headway Transportation, LLC (Headway) for the design of the North Valleys Phase 3B Project in the amount of \$35,760 for a new not to exceed amount of \$841,840; authorize the RTC Executive Director to execute the amendment.

**SUMMARY**

This amendment adds \$35,760 to the current PSA design amount of \$806,080 for a new total not to exceed amount of \$841,840. Additional funding is needed to redesign the storm drain system and submit a drainage report to comply with Nevada Department of Transportation (NDOT) permit requirements. The fee schedule and amended scope of services associated with this amendment are included as Attachment A.

**FISCAL IMPACT**

Appropriations are included in the FY 21 Program of Projects budget.

**PREVIOUS ACTIONS BY BOARD**

July 24, 2020                      Approved Amendment No. 3 of the PSA, extending the expiration date of the PSA.

April 19, 2019                      Approved Amendment No. 2 of the PSA, increased the not to exceed amount to provide sufficient funding for CONSULTANT to complete Package 3 and Package 3B.

- November 16, 2018            Approved Amendment No. 1 of the PSA, adding scope of work for design and engineering during construction for new traffic signal at the intersection of Lemmon Dr. and North Virginia St.(Package 3).
- February 19, 2016            Approved the selection of Headway Transportation, LLC (formerly Traffic Works, LLC) and authorized the Executive Director to negotiate and execute a PSA.

### **ADDITIONAL BACKGROUND**

Due to utility relocation and permitting delays, the original scope of the project was split into two separate packages – package 3 consisting of the new traffic signal at N. Virginia St and Lemmon Dr. and package 3B widening of the eastbound right turn lane at N. Virginia St and US 395. Additional delays have been encountered with the permit requirements associated with determining the underlying fee ownership. When new underground infrastructure is placed within an NDOT easement, permission must be obtained by the owner of the land. At the intersection of North Virginia and US 395 we have been unable to gain permission from the owner. To move this project forward it was determined that the storm drain system could be relocated outside of the NDOT easement.

### **ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

AMENDMENT NO. 4  
AGREEMENT  
BETWEEN  
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY  
AND  
HEADWAY TRANSPORTATION, LLC

The Regional Transportation Commission of Washoe County (“RTC”) and Headway Transportation, LLC, formerly Traffic Works, LLC (“CONSULTANT”), entered into an agreement on March 24, 2016, as previously amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 (the “Agreement”). This Amendment No. 4 is dated and effective as of November 20, 2020.

RECITALS

WHEREAS, Amendment #1 added a scope of work for Package 3 for CONSULTANT to provide design and engineering during construction services for a new traffic signal system for the North Virginia St./Lemmon Dr. intersection and minor widening of the N. Virginia St./Business 395 intersection;

WHEREAS, Amendment #2 increased the not-to-exceed amount of the Agreement and split Package 3 into two separate projects for two separate scopes of work: (1) “Package 3” – N. Virginia St./Lemon Dr. intersection; and (2) “Package 3B” – N. Virginia St./Business U.S. 395 intersection; and

WHEREAS, Amendment #3 extended the term of the Agreement in order for CONSULTANT to complete the necessary research and verification of applications for the project; and

WHEREAS, Package 3 is completed and the parties desire to increase the not-to-exceed amount of the Agreement by \$35,760 to provide sufficient funding for CONSULTANT to complete Package 3B;

WHEREAS, the parties have identified the need for an additional \$3,200 to be added to Task 2.1.A Project Management for final plans to City of Reno, \$25,200 to be added to Task 2.1.C Final Design for modifications to the storm drain design and updated drainage report, \$7,360 to be added to Task 2.1.E Contract Administration.

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

1. The scope of services to complete Package 3B include redesign and engineering during construction services as described in Exhibit A attached hereto.
2. The maximum amount payable to CONSULTANT to complete each task in Exhibit A is equal to the not-to-exceed amounts identified therein. CONSULTANT can request in

writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate no-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 amount

Packages 1 and 2 (previously completed and paid services)	\$576,720
Package 3 and 3B (previously completed and paid services)	\$150,280
<u>Package 3B (remaining services)</u>	<u>\$114,840</u>
Total Services	\$841,840

3. All other provisions of the Agreement, as previously amended, shall remain in full force and effect.
4. The Agreement shall terminate on June 30, 2021.

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By \_\_\_\_\_  
Bill Thomas, AICP, Executive Director

HEADWAY TRANSPORTATION, LLC.

By \_\_\_\_\_  
Loren E Chilson, PE, Principal

Exhibit A

SAMPLE





September 15, 2020

Blaine Petersen, PE  
Regional Transportation Commission  
1105 Terminal Way, Suite 108  
Reno, Nevada 89502

**Request for Budget Amendment #4 – North Valleys Improvements Package 3B**

Dear Mr. Petersen,

This letter is a formal request to increase the scope of work and budget for the North Valleys Improvements Package 3B project. As you recall, this will be the third project delivered under the original Professional Service Agreement (PSA) dated March 24, 2016. A scope of work and Budget Amendment Authorization, dated November 6, 2017, redistributed remaining funds between design and inspection subtasks, resulting in a net-zero change to the existing not-to-exceed Contract amount before the start of Package 3. After that amendment had been approved and based on review comments received on the 50% design improvement plans, more features have been added to the project than initially anticipated and Amendment #1 to increase the Not To Exceed amount by \$76,000 was authorized on November 19, 2018. After the authorization of Amendment No. 1, RTC decided to separate the Package 3 Project into two Projects: Package 3 inclusive of proposed improvements at the intersection of Lemmon Dr. and N. Virginia St., and Package 3B which included proposed improvements at the N. Virginia/Business US 395 intersection. This allowed signal improvements at the Lemmon Dr./N. Virginia St. intersection to be constructed while providing additional time for evaluation of proposed bus stop and connectivity improvements, and associated drainage improvements at the N. Virginia/Business 395 location. After splitting Package 3 into two projects, Amendment #2 was requested to increase the Not To Exceed amount by \$38,080 and authorized on April 19, 2019. Since the approval of Amendment #2 the design of Package 3B has been completed. Amendment #3, requesting an extension of time with no amendment to the contract's budget due to efforts to contact the underlying fee owner for the portion of Business US 395 (NDOT will not accept the plans for review without approval from the underlying fee owner) was authorized in July 2020.

Using right-of-way maps provided by NDOT, Headway has not been able to determine the current underlying fee owner. RTC staff has communicated with NDOT permitting the difficulties of finding records of the current underlying fee owner. NDOT determined if no new underground utilities were being constructed within NDOT right of way, they would accept the plans to review without the underlying fee owner's approval. It has been determined the most timely and cost-effective approach would be to redesign portions of a new storm drain system to eliminate new storm drain mains in the NDOT right-of-way.

We are therefore requesting an additional \$3,200 be added to Task 2.1.A (Project Management) which includes resubmitting final plans for City of Reno review, \$25,200 be added to Task 2.1.C (Final Design) which includes the modifications to the storm drain design and updating the drainage report, \$7,360 be added to Task 2.1.E (Contract Administration), that the executed contract amount of \$806,080.00 be



increased by \$35,760 for a total of \$841,840, and an extension in time to allow for the construction of the project from the executed contract expiration date of December 21, 2020, to June 30, 2021.

Proposed Amendment No. 4 will incorporate remaining fees for Package 3B per revised task budgets as follows:

Task #	Current PSA Amount	Requested Add	New Authorized Amount	Currently Remaining	Remaining + Requested Add
2.1.A – Project Management	\$37,920	\$3,200	\$41,120	\$30	\$3,230
2.1.B – Preliminary Design	\$276,120	\$0	\$276,120	\$5.50	\$5.50
2.1.C – Final Design	\$156,240	\$25,200	\$181,440	\$33.42	\$25,233.42
2.1.D – Bidding Services	\$11,800	\$0	\$11,800	\$840	\$840
2.1.E – Contract Administration	\$55,600	\$7,360	\$62,960	\$3,850	\$11,210
2.1.F – Construction Surveying	\$36,000	\$0	\$36,000	\$10,216.75	\$10,216.75
2.1.G – Inspection	\$202,000	\$0	\$202,000	\$54,225.05	\$54,225.05
2.1.H – Materials Testing	\$20,000	\$0	\$20,000	\$5,239.50	\$5,239.50
2.1.I – As-Built Information	\$10,400	\$0	\$10,400	\$4,640.00	\$4,640.00
<b>Total Project</b>	<b>\$806,080</b>	<b>\$35,760</b>	<b>\$841,840</b>	<b>\$79,080.22</b>	<b>\$114,840.22</b>

Attached with this letter is the Package 3B updated fee proposal.

Sincerely,  
HEADWAY TRANSPORTATION

Loren E. Chilson, PE  
Principal

Attachment: Package 3B Fee Proposal

SAMPLE





**North Valleys Improvements Package 3B** Date: 9/15/2020  
**Fee Proposal - Amendment #4**

	Principal 190	Associate Engineer 160	Designer 120	Inspector 125	Admin 80	Contingency	ODCs/SUBS \$	Task Total	Notes:
	Hours								
<b>DESIGN SERVICES</b>									
Task 2.1.A - Project Management									Task completed
Project Coordination		20						3200	
Meetings								0	
								<b>\$3,200</b>	
Task 2.1.B - Preliminary Design (50% & 90%)									Task completed
Investigate Existing Conditions and Field Inventory								0	
Surveying								0	
Traffic Signal/ITS								0	
Utility Investigation/Depiction								0	
Plans and Specifications								0	
Public Information Meeting								0	
Identify R/W Acquisition								0	
Opinion of Probable Cost (50% and 90%)								0	
								<b>\$0</b>	
Task 2.1.C - Final Design									
Prepare Final Plans and Specifications	8	80	80					23920	
Final Engineer's Estimate of Cost & Time		8						1280	
Contingency (Items 2.1.A - 2.1.D)								0	
								<b>\$25,200</b>	
Task 2.1.D - Bidding Services									
Plan Set and Specification Distribution		2						320	
Pre-bid Meeting		1						160	
Bid Opening		2						320	
								<b>\$800</b>	
Hours	8	113	80	0	0				
Design Totals	\$1,520	\$18,080	\$9,600	\$0	\$0	\$0	\$0	<b>\$29,200</b>	

	Principal 190	Associate Engineer 160	Designer 120	Inspector 125	Admin 80	Contingency	ODCs \$	Task Total	Notes:
<b>CONSTRUCTION SUPPORT SERVICES</b>									
Task 2.1.E - Contract Administration									
Contract Admin Services	4	60	2		7			11160	
Contingency (Items 2.1.E - 2.1.I)								0	
								<b>\$11,160</b>	
Task 2.1.F - Construction Surveying									
Construction Staking							\$10,200	10200	
								<b>\$10,200</b>	
Task 2.1.G - Inspection									
Provide Inspector				40				5000	
Additional Inspector							\$49,000	49000	
								<b>\$54,000</b>	
Task 2.1.H - Materials Testing									
Material Testing							\$1,300	1300	
AC Plant Inspection and Testing							\$500	500	
Asphalt Cement Testing							\$500	500	
On-site Nuclear Gauge Testing							\$1,000	1000	
Plantmix Bituminous Pavement Testing							\$750	750	
Plantmix Bituminous Pavement Coring							\$900	900	
Top Lift Joint Testing							\$250	250	
								<b>\$5,200</b>	
Task 2.1.I - As-Built Information									
Record Drawings	4	8	16				\$600	4560	
								<b>\$4,560</b>	
Hours	8	68	18	40	7				
EDC Totals	\$1,520	\$10,880	\$2,160	\$5,000	\$560	\$0	\$65,000	<b>\$85,120</b>	

**Total Remaining+ Additional Request, Package 3B: \$114,320**

Amendment 4 additional work requested





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.15**

**TO:** Regional Transportation Commission

**FROM:** Jeff Wilbrecht, P.E.  
Engineer II

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

**SUBJECT: Professional Services Agreement (PSA) for the Kings Row – Wyoming Ave to McCarran Boulevard (Kings Row Phase 2) Rehabilitation Project**

**RECOMMENDATION**

Approve a Professional Services Agreement (PSA) with Lumos and Associates, Inc. to provide design and optional engineering during construction services for the Kings Row – Wyoming Avenue to McCarran Boulevard (Kings Row Phase 2) Rehabilitation Project in an amount not to exceed \$604,640; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

This agreement (see Attachment A) with Lumos and Associates, Inc. is for professional design services in the amount of \$216,500, optional professional design services in the amount of \$60,890, and optional engineering during construction services (EDC) in the amount of \$320,250 for the next segment of Kings Row from Wyoming Avenue to McCarran Boulevard. The first segment, between Keystone Avenue and Wyoming Avenue, is currently scheduled to be constructed as part of the 2021 Program of Projects.

The Project includes rehabilitation/reconstruction of Kings Row from Wyoming Avenue to McCarran Boulevard.

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**

The 2022 Roadway Reconstruction Project appropriations will be included in the FY 2022 Budget and Program of Projects as part of the Annual Pavement Preservation Program.

**PREVIOUS ACTIONS BY BOARD**

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

Attachment

**AGREEMENT  
BETWEEN  
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY  
AND  
LUMOS & ASSOCIATES, INC.  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2020, 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 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 Kings Row from Wyoming Avenue to McCarran Boulevard (the “Project”); and

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

WHEREAS, RTC 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 Project.

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

**ARTICLE 1 – TERM AND ENGAGEMENT**

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein
- 1.2. CONSULTANT will 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 in connection with the Project when agreed to in writing by RTC and CONSULTANT.

## 2.6. PERFORMANCE REQUIREMENTS

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

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

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

## 2.7. ERRORS AND OMISSIONS

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

## ARTICLE 3 - COMPENSATION

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



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

Total Design Services (Tasks 2.1.A, 2.1.B1, 2.1.C, 2.1.D1, 2.1.D2, 2.1.D4)	\$216,500
Total OPTIONAL Design Services (Task 2.1.B2 and 2.1.D3)	\$47,890
Contingency – Design Services (Task 2.1.D5)	\$20,000
Total OPTIONAL Construction Services (Tasks 2.1.E to 2.1.I)	\$280,250
<u>Contingency – Construction Services (Task 2.1.J)</u>	<u>\$40,000</u>
Total Not-to-Exceed Amount (Including Optional Services)	\$604,640

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

## ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all information that is reasonably available to RTC and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.
- 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 execution of the Project that will be used in the Project and services rendered under this 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 Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

### 7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

## ARTICLE 8 - INSURANCE

8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

## ARTICLE 9 - HOLD HARMLESS

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

## ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the

mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

12.2. CONSULTANT' 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  
Jeff Wilbrecht, P.E.  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
775-335-1872

CONSULTANT: Michael D. Bennett, P.E.  
Director, Engineering 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 a 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: \_\_\_\_\_  
Michael D. Bennett, P.E., Director,  
Engineering Division

**Exhibit A**

Scope of Services, Schedule, and Project Team

SAMPLE

**EXHIBIT A**

**SCOPE OF SERVICES**

**FOR THE**

**KINGS ROW REHABILITATION/RECONSTRUCT – PHASE II**

The Regional Transportation Commission (RTC) has identified that Kings Row is in need of rehabilitation and/or reconstruction. 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: The RTC has identified approximately 3,800 linear feet of Kings Row that is in need of rehabilitation. This includes replacing sidewalk, replacing degraded curb and gutter, residential and commercial driveway improvements, ADA compliant pedestrian ramps at the affected intersections, new catch basins where needed, bus stop improvements, striping and signage. The scope of work for this project includes: topographic surveying, geotechnical investigation, agency coordination (TMWA, NV Energy, City of Reno, and NDOT), and preparation of construction documents, bid services, construction management, inspection, and quality assurance testing.

1. Project Management - includes ongoing meetings and coordination with RTC, City of Reno, NDOT, and local utility providers.
2. Topographical Survey- includes a topographical survey with right of way research.
3. Geotechnical Investigation - includes a soils investigation and recommended rehabilitation/reconstruct options for this section of Kings Row.
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. 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, responding to request for information, and record drawings.
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. 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 Kings Row Rehabilitation / Reconstruction Phase II Project. The project limits include the portion of Kings Row from Wyoming Avenue to McCarran Boulevard (NDOT); which may include the returns for connecting cross streets at intersections.

### **TASK 2.1.A - 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 Regional Transportation Commission upon request. This task also includes bi-weekly update meetings with RTC staff if needed.

### **TASK 2.1.B-1 – 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, roadways, surface evidence of utilities, and sanitary sewer and storm drain lines. All relevant site features such as fences, vegetation, bollards and railroad 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 NOT be dipped. It is assumed the City of Reno will provide the most recent dip sheets for clearance calculations.

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 2.1.B-2 – RIGHT-OF-WAY EASEMENT AND EXHIBIT PREPARATION (OPTIONAL)**

CONSULTANT will perform Right-of-Way mapping including preparation of Permanent Easement descriptions of up to 12 individual parcels related to pedestrian ramp or bus stop 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 12 parcels. All RTC comments shall be addressed prior to recordation. CONSULTANT will prepare Permission to Construct (“PTC”) exhibits for up to 66 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 Kings Row or whose property would be affected by temporary grading/construction operations for pedestrian ramps and bus stops.

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 12). Exhibit for permissions to construct on each affected parcel (up to 66). Right-of-Way summary excel spreadsheet detailing easement type, size, and reason by parcel.

**TASK 2.1.C - GEOTECHNICAL INVESTIGATION**

CONSULTANT proposes a field investigation that will consist of approximately six (6) test pits within the roadway and four (4) core excavations within the roadway, in the area proposed for reconstruction. 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 patching (for core holes).

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. 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 (4)
- R-Value (8)
- Grain Size Analysis (including fines and moisture content)(4)
- Soluble Sulfates (2)
- Expansion Index (2)
- Moisture Density Curve (2)
- Cement Treated Base Compression Tests (24)

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
- Site Preparation Recommendations
- Pavement Structural Design & Recommendations
- Construction Procedures
- Ground Water Depth, 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 2.1.D-1 - PRELIMINARY DESIGN**

Existing 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 Regional Transportation Commission 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 existing pedestrian ramps within the project limits for compliance with current ADA standards. CONSULTANT will evaluate striping modifications to include bike lanes. This project will include a Special Assessment District (SAD) for new sidewalk improvements and replacement as needed. City of Reno will mark out sidewalks and driveways in white paint to be assessed and CONSULTANT will incorporate all assessed concrete areas into roadway design plans, specifications and quantity totals. SAD improvement plans are NOT included in this task. Preliminary improvement plans and an engineer's estimate of probable construction costs will be provided at a 30% level, including any proposed utility improvements. The intent of this task is to determine the project improvement limits. No vertical design or grading details will be provided as a part of the Preliminary Design.

### **TASK 2.1.D-2 - 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, property owners name, property APN and site address, 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, plan and profile sheets with and existing parcel base with owner names and addresses, rights-of-way, base map of existing conditions, existing utilities, and preliminary detail sheets. An updated engineer's estimate of probable construction costs will also be included.

The 90% design plans will include a title sheet, index sheet map, notes sheet, detail sheets, existing surface features, existing subsurface utilities, and plan and profile sheets with final roadway alignment (horizontal

and vertical) identified for the project. In addition, CONSULTANT will include final storm drain plans, striping plan, 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 estimate 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.

**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
- Index Sheet Map, Symbol Legend & applicable abbreviations
- Notes Sheet
- Plan and Profile Sheets (Horizontal 1"=20' and Vertical 1"=4')
- Detailed Grading Plans
- Striping and Signage Plan
- Typical Sections (scales as noted)
- Standard Detail Sheets (scales as noted)

The 100% contract documents shall include all bid items, alternative options and technical provisions required for the project. A Final Engineer's Estimate 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.

**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 Regional Transportation Commission 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 Regional Transportation Commission will upload to the RTC's E-Plan Room.

### **TASK 2.1.D-3 – NDOT PERMITTING (OPTIONAL)**

CONSULTANT anticipates the following scope of work relating to NDOT permitting:

Limits of Improvement:

- South side of Kings Row/McCarran Boulevard intersection.

Anticipated Civil Design Elements:

- Asphalt reconstruction, utility adjustments, striping, and PCC curb and gutter/sidewalk/pedestrian ramp replacement.
  - CONSULTANT will provide new improvement design and will produce improvement plans, traffic control plans, and permit application, with the intent of submitting for an NDOT Type VI 'Miscellaneous' Occupancy Permit.

RTC will submit an Occupancy Permit application prepared by the CONSULTANT. CONSULTANT will also provide color-coded improvement plans and documentation pertaining to civil work in accordance with the Nevada Department of Transportation standards. It is anticipated that NDOT will require a Permit Category Type VI 'Miscellaneous Permit'. RTC will be responsible for submission and processing of the NDOT permit.

CONSULTANT will identify and participate in negotiations if RTC and NDOT design standards conflict. CONSULTANT will file a 'Design Variation' request to NDOT with the improvement plan submittal as necessary.

CONSULTANT will provide to RTC the following NDOT permitting documents:

- Title Sheet: providing required information including a vicinity map, NDOT general notes, installation quantities etc.
- Color-coded Plan & Profile, Cross-section and Detail Sheet(s): providing NDOT designated reference materials.
- Support documentation including a Drainage Information form and Technical Drainage Letter, if required. CONSULTANT does not anticipate developing a Drainage Report.
- Traffic control plans reviewed and approved by an ATSSA certified individual.

The submittal of the NDOT Occupancy Permit will be made by RTC directly to NDOT. As a part of the NDOT submittal, CONSULTANT is required to include COMPLETE electronic and hard copy plan sets that must include construction plans.

### **Assumptions and Exclusions:**

In preparing this NDOT scope of work, CONSULTANT had made the following exclusions and/or assumptions:

- CONSULTANT excludes a separate geotechnical investigation for this task, however, if a modified report becomes a requirement of NDOT to submit for a Permit Category Type VI 'Miscellaneous



Permit', CONSULTANT can provide a proposal at a later date.

- This scope excludes a Cultural Resource Survey or Underlying Fee Ownership (UFO).
- CONSULTANT assumes the construction schedule will be developed by the General Contractor.
- Utility relocation design other than potential City of Reno storm drain, is excluded.
- SWPPP submittal and Erosion Control Plan will be the responsibility of the General Contractor.
- Fees for Agency submittal, reviews and permit fees are excluded from the total fee and are the sole responsibility of the RTC.

#### **TASK 2.1.D-4 - 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 Regional Transportation Commission.

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

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

#### **TASK 2.1.D-5 – 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.

#### **2.1.E – J - 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 2.1.E – 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 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

#### **TASK 2.1.F – CONSTRUCTION STAKING (OPTIONAL)**

CONSULTANT will provide construction staking at offsets designated by the contractor for the curb and gutter, sidewalk, spandrels, driveways, pedestrian ramps, bus pads, 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 Kings Row. 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 2.1.G – 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 2.1.H – 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 (36), moisture density curves (8), Atterberg limits (8), sieve analysis (8), and concrete compression tests (120).
- 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. One Hundred Forty (140) 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. Fifteen (15) – hot mix

samples are anticipated.

- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Forty-five (45) – asphalt cores are anticipated. Test reports will also include percent compaction.

#### **TASK 2.1.I – RECORD DRAWINGS (OPTIONAL)**

CONSULTANT shall provide record drawings for the completed project. One set of blue line and two sets of electronic drawings, in PDF format (24” x 36” at 300dpi), on diskette 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 stamp and 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
2. New engineer-stamped/signed reproducible drawings identified as the record drawings.

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.

Record drawings for improvements in NDOT Right-of-Way will also be provided under this task for submittal to NDOT per the anticipated terms and conditions of the encroachment permit.

#### **TASK 2.1.J – 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 20, 2020

Start Design/Project Kickoff: December 1, 2020

Preliminary Plans: March 18, 2021

Begin Right-of-Way Acquisition Process: June 10, 2021

Final Construction Documents: December 16, 2021

Advertise: December 17, 2021

Open Bids: January 22, 2022

Start of Construction: March 2, 2022

End of Construction: June 30, 2022

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

SAMPLE

## **KEY PERSONNEL**

The key personnel assigned to this project include the following:

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

SAMPLE

**Exhibit B**

Compensation

SAMPLE

PROJECT BUDGET

RTC - KINGS ROW REHABILITATION/RECONSTRUCT - PHASE 2  
EXHIBIT B

DATE: 10/27/2020

BUDGET ESTIMATE	MANAGEMENT		ENGINEERING				CONSTRUCTION			SURVEY					ADMIN	SUBS	TOTALS	
FEE	\$220	\$180	\$195	\$155	\$130	\$115	\$125	\$135	\$100	\$180	\$160	\$135	\$220	\$240	\$115	\$75		
TITLE	GROUP MANAGER	PROJECT MANAGER	GEOTECH ENGINEER	PROJECT ENGINEER	PROJECT DESIGNER	ENGR TECH II	SENIOR INSPECTOR	GEO TECHNICIAN	FIELD TECHNICIAN II	SURVEY MANAGER	SENIOR SURVEYOR	STAFF SURVEYOR	2 MAN CREW	2 MAN CREW P.W.	SURVEY TECH II	ADMIN	OTHER	TOTAL
<b>2.1.A - Project Management</b>																		
Project Management	8	80		16														\$18,640
Project Meetings/Coordination	2	24		8														\$6,000
Quality Assurance/Quality Control	12	32																\$8,400
Sub Total Hrs.	22	136		24														182
Sub Total \$	\$4,840	\$24,480		\$3,720														\$33,040
<b>2.1.B-1 - Topographic Survey and Right of Way Determination</b>																		
Aerial Mapping and Existing Topography										4	8	40	24				\$2,000	\$14,680
Subsurface Utility Exploration										2			8		8			\$3,040
Project Control / Boundary & R/W Determination										12			16		24			\$8,440
Sub Total Hrs.										18	8	40	48		32			146
Sub Total \$										\$3,240	\$1,280	\$5,400	\$10,560		\$3,680		\$2,000	\$26,160
<b>2.1.B-2 - Right-of-Way Easement and Exhibit Preparation (Optional)</b>																		
Preliminary Title Reports (Max 12)										2							\$6,250	\$6,610
Permission to Construct Exhibits (Max 66)		4				100												\$12,220
Right-of-Way Tracking Spreadsheet				12														\$1,860
Easement Exhibits and Legal Descriptions (Max 12)										24					80			\$13,520
Sub Total Hrs.		4		12		100				26					80			222
Sub Total \$		\$720		\$1,860		\$11,500				\$4,680					\$9,200		\$6,250	\$34,210
<b>2.1.C - Geotechnical Investigation</b>																		
Field Investigation			2					20									\$7,100	\$10,190
E&E Permit Coordination		1	2															\$570
Draft Report & Lab Testing			16					68								24		\$14,100
Report Modifications & Meeting w/ RTC		2	2					2								8		\$1,620
Sub Total Hrs.		3	22					90								32		147
Sub Total \$		\$540	\$4,290					\$12,150								\$2,400	\$7,100	\$26,480
<b>2.1.D-1 - Preliminary Design</b>																		
Utility Research/Facility Data Acquisition/Basemap Mods		4		8		8												\$2,880
Existing Improvements Condition Assessment		2		8				40										\$6,600
SAD Coordination				2														\$310
Preliminary Plan Sheets (30%), & Estimate	1	16		60		60										2		\$19,450
Sub Total Hrs.	1	22		78		68		40								2		211
Sub Total \$	\$220	\$3,960		\$12,090		\$7,820		\$5,000								\$150		\$29,240
<b>2.1.D-2 - Construction Documents</b>																		
60% Improvement Plans & Spec Outline	2	24		60		120										2		\$28,010
90% Improvement Plans & Specs	4	40		120		160	4									2		\$45,730
100% Improvement Plans & Specs	2	24		32		60										2		\$16,770
Final Bid Documents	1	12		16		24										2		\$7,770
Sub Total Hrs.	9	100		228		364	4									8		713
Sub Total \$	\$1,980	\$18,000		\$35,340		\$41,860	\$500									\$600		\$98,280
<b>2.1.D-3 - NDOT Permitting (Optional)</b>																		
Colored Improvement plans and TC plans		8		20		40												\$9,140
Encroachment Permit coordination		4		4														\$1,340
Permit application and needed documents		4		16														\$3,200
Sub Total Hrs.		16		40		40												96
Sub Total \$		\$2,880		\$6,200		\$4,600												\$13,680
<b>2.1.D-4 - Bidding Services</b>																		
Bidding Services		8		12														\$3,300
Sub Total Hrs.		8		12														20
Sub Total \$		\$1,440		\$1,860														\$3,300
<b>2.1.D-5 - Project Design Contingency (Optional)</b>																		
Project Design Contingency																	\$20,000	\$20,000
Sub Total Hrs.																		
Sub Total \$																	\$20,000	\$20,000
Subtotal Hrs.	32	289	22	394		572	44	90		44	8	40	48		112	42		1737
SUBTOTAL DESIGN SERVICES	\$7,040	\$52,020	\$4,290	\$61,070		\$65,780	\$5,500	\$12,150		\$7,920	\$1,280	\$5,400	\$10,560		\$12,880	\$3,150	\$35,350	\$284,390

**PROJECT BUDGET**

**RTC - KINGS ROW REHABILITATION/RECONSTRUCT - PHASE 2  
EXHIBIT B**

DATE: 10/27/2020

BUDGET ESTIMATE	MANAGEMENT		ENGINEERING				CONSTRUCTION				SURVEY				ADMIN	SUBS	TOTALS	
FEE	\$220	\$180	\$195	\$155	\$130	\$115	\$125	\$135	\$100	\$180	\$160	\$135	\$220	\$240	\$115	\$75		
TITLE	GROUP	PROJECT	GEOTECH	PROJECT	PROJECT	ENGR	SENIOR	GEO	FIELD	SURVEY	SENIOR	STAFF	2 MAN	CREW	SURVEY	ADMIN		
TASK	MANAGER	MANAGER	ENGINEER	ENGINEER	DESIGNER	TECH II	INSPECTOR	TECHNICIAN	TECHNICIAN II	MANAGER	SURVEYOR	SURVEYOR	CREW	P.W.	TECH II		OTHER	TOTAL
<b>2.1.E - Construction Administration (Optional)</b>																		
Construction Administration		180		60												8		\$42,300
Sub Total Hrs.		180		60												8		240
Sub Total \$		\$32,400		\$9,300												\$600		\$42,300
<b>2.1.F - Construction Staking (Optional)</b>																		
Construction Staking										16		62		106				\$36,690
Record of Survey										4	24			16				\$8,400
Sub Total Hrs.										20	24	62		122				228
Sub Total \$										\$3,600	\$3,840	\$8,370		\$29,280				\$45,090
<b>2.1.G - Construction Inspection (Optional)</b>																		
Inspection Coordination and Oversight		40																\$7,200
Construction Inspection							1000											\$125,000
Sub Total Hrs.		40					1000											1040
Sub Total \$		\$7,200					\$125,000											\$132,200
<b>2.1.H - Materials Testing (Optional)</b>																		
Materials Testing Coordination and Oversight			24													40		\$7,680
Materials Testing (Field)									140									\$14,000
Materials Testing (Lab)																	\$29,500	\$29,500
Sub Total Hrs.			24						140							40		204
Sub Total \$			\$4,680						\$14,000							\$3,000	\$29,500	\$51,180
<b>2.1.I - Record Drawings (Optional)</b>																		
Record Drawings (includes NDOT)		4		12		60												\$9,480
Sub Total Hrs.		4		12		60												76
Sub Total \$		\$720		\$1,860		\$6,900												\$9,480
<b>2.1.J - Construction Services Contingency (Optional)</b>																		
Construction Contingency																	\$40,000	\$40,000
Sub Total Hrs.																		
Sub Total \$																	\$40,000	\$40,000
Subtotal Hrs.		224	24	72		60	1000		140	20	24	62		122		48		1796
SUBTOTAL CONSTRUCTION SERVICES		\$40,320	\$4,680	\$11,160		\$6,900	\$125,000		\$14,000	\$3,600	\$3,840	\$8,370		\$29,280		\$3,600	\$69,500	\$320,250
TOTAL DESIGN AND CONSTRUCTION SERVICES																	TOTAL	\$604,640



**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

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

2019-11-11 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) 348-0400.

**2. INDEMNIFICATION**

CONSULTANT agrees 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 and approved by RTC before work commences. CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, at any reasonable time. 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 \$5,000 per occurrence or claim must be declared to and approved by 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 approved by RTC's Finance Director prior to the change taking effect.

## **8. ACCEPTABILITY OF INSURERS**

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

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

## **9. OTHER CONDITIONS**

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.16**

**TO:** Regional Transportation Commission

**FROM:** Judy Tortelli  
Engineer II

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

**SUBJECT: Professional Services Agreement (PSA) for the Reno Consolidated 22-01 Sky Mountain and Sky Valley Drive Project**

**RECOMMENDATION**

Approve a Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C. for design services and optional engineering during construction for the Reno Consolidated 22-01 Project in an amount not to exceed \$757,455, authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

This agreement (see Attachment A) with Eastern Sierra Engineering, P.C. is for professional design services for the Reno Consolidated 22-01 Sky Mountain and Sky Valley Drive Project in the amount of \$377,355, and optional engineering during construction services (EDC) in the amount of \$380,100. The project includes rehabilitation of Sky Mountain Drive from Summit Ridge Drive to the Highland Ditch and Sky Valley Drive from the Highland Ditch to Summit Ridge Drive.

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

**FISCAL IMPACT**

Appropriations are included in the FY 21 Board approved budget and FY 22 Program of Projects.

**PREVIOUS ACTIONS BY BOARD**

November 20, 2020                      Approved the FY 2022 Program of Projects

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

Attachment



**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of November 23, 2020, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Eastern Sierra Engineering, P.C. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Engineering Design and Construction Management shortlist to perform design and optional Engineering During Construction (EDC) in connection with the Reno Consolidated 22-01 – Sky Mountain Drive and Sky Valley Drive project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Design and Bidding Services (Tasks 1 to 6)	\$357,355.00
Design Contingency	\$20,000.00
Optional EDC Services (Tasks 8 to 12)	\$360,100.00
<u>EDC Contingency</u>	<u>\$20,000.00</u>
Total Not-to-Exceed Amount	\$757,455.00

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

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

## ARTICLE 6 - OWNERSHIP OF WORK

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

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

ARTICLE 13 - NOTICE

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

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

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



## ARTICLE 14 - DELAYS IN PERFORMANCE

### 14.1. TIME IS OF THE ESSENCE

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

### 14.2. UNAVOIDABLE DELAYS

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

### 14.3. NOTIFICATION OF DELAYS

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

### 14.4. REQUEST FOR EXTENSION

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

## ARTICLE 15 - GENERAL PROVISIONS

### 15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

EASTERN SIERRA ENGINEERING, P.C.

By: \_\_\_\_\_  
Shawn Jenkins, P.E. Principal Engineer

**Exhibit A**

Scope of Services and Schedule

SAMPLE

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. PROJECT MANAGEMENT**

Prepare monthly progress reports, invoices, and billing.

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

Other interested parties will include the City of Reno.

Deliverables – Invoicing and progress reports.

**2. PUBLIC AND AGENCY INVOLVEMENT**

Public Information Meeting

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

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

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

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

**3. INVESTIGATION OF EXISTING CONDITIONS**

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

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

### **3.1 Geotechnical Investigation**

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

Field exploration will consist of excavating 10 test pits with a rubber tired backhoe to maximum depth of 5 feet below the existing ground surface. The test pit will be backfilled immediately after exploration. Backfill will be loosely placed and the area regraded to the extent possible with the equipment on hand.

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

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

Deliverables – Geotechnical Investigation and Pavement Design Report.

### **3.2 Subsurface Utilities**

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

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

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

**3.3 Utility Potholing** (This task will only be used at the direction of the RTC project manager. Payment shall be authorized under Task 7 – Design Contingency.)

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits.

Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

### **3.4 Topographic Survey**

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

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

Deliverables – Topographic survey in CAD format

### **3.5 Right of Way Mapping**

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

Deliverables –Right of Way in CAD format



### **3.6 Right of Way Engineering Services**

It is estimated approximately twelve (12) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 12 individual parcels. This will include Property record research, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and Exhibit maps of individual affected parcels. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

It is estimated approximately ten (10) parcels will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an encroachment exhibit and vesting deeds for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

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

Deliverables – property boundary for twelve (12) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Encroachment exhibits and vesting deeds for permissions to construct. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Ten (10) permission to construct exhibits to also be provided

## **4. PRELIMINARY DESIGN**

### **4.1 Preliminary Roadway Design (50% Design)**

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

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

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

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

## 5. FINAL DESIGN

### 5.1 Prepare Final Plans and Specifications

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

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

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

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

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

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

- 100% Specifications – One set each to RTC and City of Reno

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

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

## **5.2 Constructability Review**

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

## **5.3 Final Engineer's Opinion of Probable Construction Costs and Time**

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

Deliverables – Opinion of Probably cost and time of construction.

## **6. BIDDING SERVICES**

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

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

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

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

## **7. DESIGN CONTINGENCY (Optional)**

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 6. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

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

**8.1** Provide contract administration services as follows:

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

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

CONSULTANT shall provide construction surveying for the project to include:

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

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

CONSULTANT shall provide one full time inspector during all construction activities. 10-hour work days and an 80 working day contract period are anticipated. This inspector will:

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

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

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

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

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

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

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

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

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

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

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

Reno Consolidated 22-01 Project			
Milestone	Begin	End	Duration
RTC Board Approval	11/20/2020		
NTP	11/23/2020		
Preliminary Design	11/23/2020	3/5/2021	15 weeks
Preliminary Design Submittal	3/5/2021		
Submit R/W Summary Spreadsheet	3/5/2021		
Agency Review	3/8/2021	4/2/2021	4 weeks
Final Design	4/5/2021	7/9/2021	14 weeks
Submit R/W Exhibits, Legal Description and Title Reports *	5/3/2021	11/1/2021 1/31/2022	6-9 months
Final Design Submittal	7/9/2021		
Agency Review	7/12/2021	7/23/2021	2 weeks
Final Plans	7/26/2021	9/24/2021	9 weeks
Final Plans Submittal	9/24/2021		
Advertise	9/28/2021	10/27/2021	4 weeks
Open Bids	11/3/2021		
Construction NTP	4/4/2022		
Construction Complete	7/21/2022		80 WD

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

**Exhibit B**

Cost Proposal, Fee Schedule, and Project Team

SAMPLE



Exhibit B - Cost Proposal  
Reno Consolidated 22-01 Project

Task Description	Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Expenses	Sub-consultant
<b>Task 1 - Project Management</b>							
Monthly Progress reports, invoices and billings	200		120				
Task 1 Hours Subtotal	200	0	120	0	0		
Task 1 Labor Costs	\$26,000.00	\$ -	\$14,400.00	\$ -	\$ -		
Task 1 Non Labor Costs						\$ -	\$ -
Task 1 Non Labor Markup (5%)							\$ -
<b>Task 1 Total</b>	<b>\$ 40,400.00</b>						
<b>Task 2 Public and Agency Involvement</b>							
Public Information meeting (s)	20		20	20			
Task 2 Hours Subtotal	20	0	20	20	0		
Task 2 Labor Costs	\$ 2,600.00	\$ -	\$ 2,400.00	\$ 2,000.00	\$ -		
Task 2 Non Labor Costs						\$ -	\$ -
Task 2 Non Labor Markup (5%)							\$ -
<b>Task 2 Total</b>	<b>\$ 7,000.00</b>						
<b>Task 3 Investigation of Existing Conditions</b>							
3.1 Geotechnical Investigation							
Traffic control Plan and permit							
Field Exploration (10 test pits) (Sierra Nevada Construction)					30		\$20,000.00
Pavement Design	80					\$ 5,650.00	
Report	20	40	50		30		
3.2 Subsurface Utilities							
3.3 Utility Potholing							
3.4 Topographic Survey (Battle Born Ventures)							
	20						\$19,000.00
3.5 Right of Way Mapping (Battle Born Ventures)							
	20						\$ 2,500.00
3.6 Right of Way Engineering Services							
Twelve (12) Permanent and/or temporary easements (Battle Born Ventures)	60		40				\$33,600.00
Ten (10) Permissions to Construct (Battle Born Ventures)	40		40				\$ 9,000.00
Task 3 Hours Subtotal	240	40	150	20	60		
Task 3 Labor Costs	\$31,200.00	\$ 5,600.00	\$18,000.00	\$ 2,000.00	\$ 6,000.00		\$ -
Task 3 Non Labor Costs						\$ 5,650.00	\$84,100.00
Task 3 Non Labor Markup (5%)							\$ 4,205.00
<b>Task 3 Total</b>	<b>\$ 156,755.00</b>						
<b>Task 4 Preliminary Design</b>							
4.1 Preliminary Roadway Design (50% Design)							
	80	80	200	210			
Task 4 Hours Subtotal	80	80	200	210	0		
Task 4 Labor Costs	\$10,400.00	\$11,200.00	\$24,000.00	\$21,000.00	\$ -		
Task 4 Non Labor Costs						\$ -	\$ -
Task 4 Non Labor Markup (5%)							\$ -
<b>Task 4 Total</b>	<b>\$ 66,600.00</b>						
<b>Task 5 Final Design</b>							
5.1 Prepare Final Plans and Specifications							
	180	80	180	200			
5.2 Engineers Opinion of Probable Construction Cost and Time							
	20		20				
5.3 Constructability Review							
	20		20		20		
Task 5 Hours Subtotal	200	80	200	200	0		
Task 5 Labor Costs	\$26,000.00	\$11,200.00	\$24,000.00	\$20,000.00	\$ -		
Task 5 Non Labor Costs						\$ -	\$ -
Task 5 Non Labor Markup (5%)							\$ -
<b>Task 5 Total</b>	<b>\$ 81,200.00</b>						

Exhibit B - Cost Proposal  
Reno Consolidated 22-01 Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Expenses	Sub-consultant
<b>Task 6 Bidding Services</b>								
Prebid meeting, bid opening and bid review		20	20					
Task 6 Hours Subtotal		20	20	0	0	0		
Task 6 Labor Costs		\$ 2,600.00	\$ 2,800.00	\$ -	\$ -	\$ -		
Task 6 Non Labor Costs								
Task 6 Non Labor Markup (5%)								\$ -
<b>Task 6 Total</b>	<b>\$ 5,400.00</b>							
<b>Task 7 Design Contingency</b>								
Design Contingency	\$ 20,000.00							
<b>Total Task 7</b>	<b>\$ 20,000.00</b>							
<b>Total Design Services Design Through Bidding (Tasks 1 -6)</b>	<b>\$ 357,355.00</b>							
<b>Total Design Contingency (Task 7)</b>	<b>\$ 20,000.00</b>							
<b>Task 8 Construction Contract Administration (Optional)</b>								
Contract Administration (80 Working Days)		200	120		320			
Task 8 Hours Subtotal		200	120	0	320	0		
Task 8 Labor Costs		\$26,000.00	\$16,800.00	\$ -	\$32,000.00	\$ -		
Task 8 Non Labor Costs								
Task 8 Non Labor Markup (5%)								\$ -
<b>Task 8 Total</b>	<b>\$ 74,800.00</b>							
<b>Task 9 Construction Surveying (Optional)</b>								
Set Centerline and offsets (Battle Born Ventures)								\$30,000.00
Admin		40	80					
Task 9 Hours Subtotal		40	80	0	0	0		
Task 9 Labor Costs		\$ 5,200.00	\$11,200.00	\$ -	\$ -	\$ -		
Task 9 Non Labor Costs								\$30,000.00
Task 9 Non Labor Markup (5%)								\$ 1,500.00
<b>Task 9 Total</b>	<b>\$ 47,900.00</b>							
<b>Task 10 Construction Inspection (Optional)</b>								
Full time inspector (assume 80 working days)		40		40	80	1000		
Additional inspector as needed						300		
Task 10 Hours Subtotal		40	0	40	80	1300		
Task 10 Labor Costs		\$ 5,200.00	\$ -	\$ 4,800.00	\$ 8,000.00	\$ 130,000.00		
Task 10 Non Labor Costs								\$ -
Task 10 Non Labor Markup (5%)								\$ -
<b>Task 10 Total</b>	<b>\$ 148,000.00</b>							
<b>Task 11 Material Testing (Optional)</b>								
Material Testing per Orange Book		20	40		150	300	\$20,000.00	
Task 11 Hours Subtotal		20	40	0	150	300		
Task 11 Labor Costs		\$ 2,600.00	\$ 5,600.00	\$ -	\$15,000.00	\$ 30,000.00		
Task 11 Non Labor Costs							\$20,000.00	\$ -
Task 11 Non Labor Markup (5%)								\$ -
<b>Task 11 Total</b>	<b>\$ 73,200.00</b>							

Exhibit B - Cost Proposal  
Reno Consolidated 22-01 Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Expenses	Sub-consultant
<b>Task 12 Record Information (Optional)</b>								
Provide as-built drawings		20	40			80		
Task 12 Hours Subtotal		20	40	0	0	80		
Task 12 Labor Costs		\$ 2,600.00	\$ 5,600.00	\$ -	\$ -	\$ 8,000.00		
Task 12 Non Labor Costs								\$ -
Task 12 Non Labor Markup (5%)								\$ -
<b>Task 12 Total</b>	<b>\$ 16,200.00</b>							
<b>Task 13 Construction Contingency (Optional)</b>								
Construction Contingency	\$ 20,000.00							
<b>Total Task 13</b>	<b>\$ 20,000.00</b>							
<b>Sierra Nevada Construction - Sub for geotechnical test pits</b>								<b>\$21,000.00</b>
<b>Battle Born Ventures - Sub for design and construction survey and right of way engineering</b>								<b>\$98,805.00</b>
<b>Total Construction Services (Tasks 8 -12) (Optional)</b>	<b>\$ 360,100.00</b>							
<b>Total Construction Contingency (Task 13) (Optional)</b>	<b>\$ 20,000.00</b>							
<b>Total Not-to-Exceed Amount</b>	<b>\$ 757,455.00</b>							

SAMPLE

## EXHIBIT B - FEE SCHEDULE

### I. Personnel

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

#### A. Professional Services

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

#### B. Technical Services

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

### II. Laboratory Testing

#### Tests

#### Unit Price/Test

#### *Index Tests*

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

#### *Particle Size Analysis*

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

#### *Specific Gravity*

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

#### *Moisture-Density Relations*

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

**Aggregate Testing**

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

**Other Testing**

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

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

**Asphalt Concrete Testing**

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

# Exhibit B – Project Team

**RTC Project Manager**  
Judy Tortelli, P.E.

**ESE Project Manager**  
Shawn Jenkins, P.E.

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

**Design:**  
Debbie Jenkins, P.E., Senior Engineer (ESE)  
Brian Fitzgerald, P.E., Senior Engineer (ESE)  
Peter Sebaaly, Project Engineer (ESE)  
Nick Peery, Staff Engineer (ESE)  
Cole Herbert, Staff Engineer (ESE)

**Design and Construction Survey And Right-of-Way Engineering:**  
Erik Lee - Battle Born Ventures

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



**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE

**Exhibit C**

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

2020-08-27 Version

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

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



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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

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

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

## **8. ACCEPTABILITY OF INSURERS**

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

## 9. OTHER CONDITIONS

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

## 10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.17**

**TO:** Regional Transportation Commission

**FROM:** Doug Maloy, P.E.  
Engineering Manager

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Bill Thomas, AICP  
Executive Director

**SUBJECT: Change Order No. 12 for the Southeast Connector Phase 2 Project**

**RECOMMENDATION**

Approve final Change Order No. 12 (CO 12) increasing the total amount of the construction agreement between the RTC and Granite Construction, Inc. (Granite) for the Southeast Connector Phase 2 Project, by \$2,613,563.48 for a new total amount of \$159,201,819.69; authorize the RTC Executive Director to execute CO 12.

**SUMMARY**

This final change order is for additional costs associated with extra work necessary to complete the project, subgrade stabilization work, and delay damages incurred by Granite during construction. In addition, deductive costs are included in the change order that will result from the assignment of a contract between Granite and Soiltech, Inc. for environmental work (wetlands maintenance and monitoring) necessary to achieve compliance with the United States Army Corps of Engineers (USACE) 404 Permit.

Execution of this change order will be contingent upon execution of a settlement agreement between RTC and Granite to settle all claims in *Granite Construction Co. v. Regional Transportation Commission of Washoe County* and to close-out the Agreement for Construction Work for Phase 2 of the Southeast Connector Project.

Previous approved change orders 1 through 11 (CO 1 – 11) resulted in a total increased contract amount of \$4,148,462.12. All previously approved change orders were the result of changes in work directed by the RTC.

**FISCAL IMPACT**

The original total contract amount was \$152,439,794.09. Taking into account previously approved change orders in the amount of \$4,148,462.12 and CO 12 in the amount of \$2,613,563.48, the total of all change orders if approved will be \$6,762,025.60 (approximately 4.4% of the original contract amount). The final total contract amount will be \$159,201,819.69. The additional costs associated with this change order are included in the current Fiscal Year 2021 Program of Projects budget.

**PREVIOUS ACTIONS BY BOARD**

March 20, 2020	Approved Change Order 11 in the amount of \$327,736 and authorized the Executive Director to execute CO 11.
February 20, 2015	Approved the Guaranteed Maximum Price and Construction Contract with Granite Construction.
Attachment	

Created 5/4/11

Project No. 532013 **CONTRACT CHANGE ORDER (C.O.) NO. 12** Sheet 1 of 2  
 Change Order Requested By: Doug Maloy Date November 20, 2020

To Granite Construction Company Inc., Contractor for the Southeast Connector Phase 2

Project. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications in accordance with the Agreement for Construction, signed by the RTC Executive Director on April 10, 2015. The net change order amount includes all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications. No changes to the contract performance period result from this change order.

RTC FINANCE APPROVAL, AVAILABILITY OF FUNDS

Date: \_\_\_\_\_  
Finance Manager: \_\_\_\_\_

*Provide description of work, estimate of quantities, prices to be paid and changes in performance period, if any. Define additional work at contract unit price, lump sum amount and/or force account. Explain reimbursable work, if any, subject to a Board approved ICA. Use multiple sheets if necessary.*

This change order results in a net increase in the Agreement amount based upon changes to the following:

**Item #1**

Issues 047 through 050 - Additional costs for extra work necessary to achieve suitable subgrade stabilization in specific locations due to changed conditions. Net additional cost \$2,675,000.

**Item #2**

Issue 069 - Additional costs associated with the fifty-four (54) day delay in providing access to specific areas of the project site identified as Segment 2. The delay resulted in a corresponding increase in the contract duration and other additional costs that were approved separately (Change Order 1). Net additional cost \$425,000.

**Item #3**

Issue 104 - No cost change associated with Contractor's avoidance and protection of specific areas within the limits of construction that were the result of unforeseen conditions. Net cost \$0.

RTC CONTRACT COMPLIANCE OFFICER APPROVAL

Date: \_\_\_\_\_  
Compliance Manager: \_\_\_\_\_

Original Contract Amount: \$ 152,439,794.09  
 Previously Approved C.O. Amounts: \$ 4,148,462.12 Net  
 Increase from this C.O.: \$ 2,613,563.48  
 Total Revised Contract Amount: \$ 159,201,819.69  
 Total Percent Change all C.O.'s: 4.44 %

Contract time prior to this C.O.: 656  
 Net increase resulting from this C.O.: 0  
 New Contract Time with this C.O.: 656

Duration is Working Days unless otherwise noted

**Contractor Acceptance:**

Accepted Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

NOTE: This Change Order is not effective until approved by Executive Director, RTC.

**RTC Approval:**

Recommended by (RTC Project Manager):

**Doug Maloy** Digitally signed by Doug Maloy  
Date: 2020.11.05 09:58:25 -08'00' Date: 11/5/20

Department Director:

\_\_\_\_\_  
Date: \_\_\_\_\_

Chief Finance Officer:

\_\_\_\_\_  
Date: \_\_\_\_\_

Executive Director:

\_\_\_\_\_  
Date: \_\_\_\_\_



Project No. 532013

**CONTRACT CHANGE ORDER (C.O.) NO. 12**

Sheet 2 of 2  
Date November 20, 2020

Item #4 - Credit for the total cost of all remaining work included in contract item EN43 Temporary Irrigation Design, Installation and 3 year Maintenance. Completion of all remaining work shall occur following an assignment of the associated subcontract by Granite to the RTC by separate agreement, effective December 1, 2020. The credit (deductive amount) of this item is (245,479.22).

Note (Item #4) Credit amount is based on payment by Granite to SoilTech (subcontractor) for work occurring through October 31, 2020 including payment of \$20,335.55 to SoilTech for work that occurred October 1, 2020 through October 31, 2020. EN43 contract work occurring by SoilTech beginning November 1, 2020 shall be approved and paid by the RTC.

Item #5 - Credit for the cost of all remaining work included in Change Order No. 11 as of October 31, 2020. Completion of all remaining work shall occur following an assignment of the associated subcontract by Granite to the RTC by separate agreement, effective December 1, 2020. The credit (deductive amount) of this item is (\$240,957.30).

Note (Item #5): Credit amount is based on payment by Granite to SoilTech (subcontractor) for work occurring through October 31, 2020 including payment of \$44,804.50 to SoilTech for work that occurred October 1, 2020 through October 31, 2020. Change Order No. 11 work occurring by SoilTech beginning November 1, 2020 shall be approved and paid by the RTC.

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.18**

**TO:** Regional Transportation Commission

**FROM:** Adam Spear  
General Counsel

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Bill Thomas, AICP  
Executive Director

**SUBJECT: Settlement Agreement**

**RECOMMENDATION**

Approve a Settlement Agreement with Granite Construction Co. to settle all claims in *Granite Construction Co. v. Regional Transportation Commission of Washoe County* and to close-out the Agreement for Construction Work for Phase 2 of the Southeast Connector Project; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

RTC chose the construction manager-at-risk project delivery method for Phase 2 of the Southeast Connector Project. In April 2015, RTC and Granite entered into an Agreement for Construction Work for Granite to serve as the construction manager-at-risk (the “Contract”).

During construction, certain contractual disputes arose between the parties. In 2019, Granite filed a complaint against RTC in the Second District Judicial Court of the State of Nevada in and for the County of Washoe (“Court”) styled as *Granite Construction Co. v. Regional Transportation Commission of Washoe County*, Case No. CV 18 – 01945 (the “Lawsuit”). RTC filed an answer.

The parties have negotiated the attached Settlement Agreement to resolve the Lawsuit and close-out the Contract. As part of the settlement, the parties have negotiated a final change order (Change Order No. 12). Under the terms of the Settlement Agreement, RTC will accept the assignment of a contract between Granite and Soiltech, Inc. to complete certain wetlands maintenance and monitoring. Upon execution of the Settlement Agreement, all conditions for close-out of the Contract will have been satisfied and the parties will release all actual or potential claims against each other. The parties will then submit an order to the court to dismiss the Lawsuit.

**FISCAL IMPACT**

The net fiscal impact of Change Order No. 12 will be \$2,613,563.48. RTC will release the retention amount that was withheld pursuant to the Contract.

**PREVIOUS ACTIONS BY BOARD**

None.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made this \_\_\_ day of November, 2020, (“Effective Date”) and entered into by and between Regional Transportation Commission of Washoe County (“RTC”) and Granite Construction Co. (“Granite”). RTC and Granite are sometimes referred to collectively herein as the “Parties” and individually as a “Party.”

**WHEREAS**, on or about April 16, 2015, the RTC and Granite entered into that certain Agreement for Construction Work for the provision of Construction Manager at Risk/General Contractor Services (the “CMAR Contract”) for Phase 2 Southeast Connector Clean Water Way to South Meadows Parkway (the “Project”);

**WHEREAS**, during the course of Granite’s construction of the Project certain disputes arose between Granite and the RTC;

**WHEREAS**, on March 12, 2019, Granite filed a complaint against RTC in the Second District Judicial Court of the State of Nevada in and for the County of Washoe (“Court”) styled as *Granite Construction Co. v. Regional Transportation Commission of Washoe County*, Case No. CV 18 - 01945 (the “Lawsuit”);

**WHEREAS**, RTC and Granite desire to enter into this Agreement to settle all claims between them in the Lawsuit and to close-out the CMAR Contract pursuant to its terms;

**NOW THEREFORE**, for and in consideration of the terms and conditions set forth herein, the Parties hereby agree as follows:

1. Incorporation. The foregoing recitals are true and correct and incorporated herein by reference.

2. Change Order. The Parties agree to Change Order No. 12 as approved by the RTC Board of Commissioners at its meeting on November 20, 2020. The amount set forth in Change Order No. 12 will be paid to Granite upon execution of this Agreement.

3. Assignment of Soiltech Subcontract. Granite hereby transfers and assigns to RTC, its successors and assigns, and RTC hereby assumes, its rights and obligations in that certain subcontract agreement by and between Granite and Soiltech, Inc. dated April 24, 2015 (the "Soiltech Subcontract"). Granite represents and warrants that it has not previously assigned or released the Soiltech Subcontract to any third party, in whole or in part. As a result of the above assumption by RTC, RTC will defend, indemnify and hold harmless Granite for any claims for non-payment related to the Soiltech Subcontract arising after the date of this Agreement. Granite will be responsible for payment to Soiltech of retention earned up to the date of this Agreement and will make payment to Soiltech upon execution of this Agreement. Granite will defend, indemnify and hold harmless RTC for any claims for non-payment related to the Soiltech Subcontract arising prior to the date of this Agreement.

4. CMAR Contract Close-out. The Parties agree and acknowledge that all conditions for close-out of the CMAR Contract and final acceptance of the Project have been satisfied or will be satisfied pursuant to this Agreement. Granite has submitted all documents required for close-out of the CMAR Contract to the RTC, including all documents required by Sections 7(G), 7(H), and 19(C) of the CMAR Contract. Execution of this Agreement shall release all claims or potential claims described in Section 7(H) of the CMAR Contract, and payments under this Agreement shall constitute the final payment required under Section 7(G) of the CMAR Contract. The "Request for Final Acceptance" under the CMAR Agreement shall be deemed to have been given, and RTC acknowledges receipt of the affidavit required under Section 19(C)(2) of the CMAR Contract.

This Agreement shall serve as the “Notice of Completion” and “Notice of Final Acceptance” under the CMAR Contract. The Parties agree that for purposes of any warranty or maintenance obligations in the CMAR Contract, Substantial Completion (as defined in the CMAR Contract) occurred on September 4, 2018 and the road opened for traffic on July 6, 2018.

5. Retention and Payment. The Parties agree and acknowledge that RTC withheld retention under the CMAR Contract (“Retention”). The Retention will be paid to Granite upon execution of this Agreement.

6. RTC’s Release of Granite. In consideration of the mutual covenants and agreements herein, RTC, on its own behalf and on behalf of its agents, servants, employees, attorneys, insurers, heirs, assigns, and other representatives, forever releases and discharges Granite, and its respective affiliated business entities, subsidiaries, parent corporations, predecessors, successors, insurers, assigns, trustees, shareholders, partners, directors, officers, employees, agents, attorneys, and other representatives from all actual or potential claims, complaints, demands, causes of action, damages, costs, expenses, fees, and other liabilities of every sort and description, direct or indirect, fixed or contingent, known or unknown, and whether or not liquidated, that it may have had or may now have against Granite, that arise out of, or relate to, the Project, the CMAR Contract or the Lawsuit, except that RTC’s release shall not apply to, prevent RTC from enforcing, or otherwise restrict the RTC’s rights under the CMAR Contract for: (A) any warranties provided for in the CMAR Contract provided that such warranties have not expired (which Granite contends they have) and further provided that such warranties shall not include any warranties related to landscaping, vegetation, plants or plant establishment (since that work relates to the Soiltech Subcontract that is being assigned and assumed as set out in paragraph 3 above); and (B) any insurance or indemnification requirements that exist under the CMAR

Contract and for which obligations extend beyond Final Acceptance by RTC and Final Completion of the Work. RTC's Final Acceptance of the Work does not modify the exceptions to RTC's release that are set out in subpart (A) and (B) in the preceding sentence.

7. Granite's Release of RTC. In consideration of the mutual covenants and agreements herein, Granite, on its own behalf and on behalf of its agents, servants, employees, attorneys, insurers, heirs, assigns, and other representatives, forever releases and discharges RTC, and its respective affiliated business entities, subsidiaries, parent corporations, predecessors, successors, insurers, assigns, trustees, shareholders, partners, directors, officers, employees, agents, attorneys, and other representatives from all actual or potential claims, complaints, demands, causes of action, damages, costs, expenses, fees, and other liabilities of every sort and description, direct or indirect, fixed or contingent, known or unknown, and whether or not liquidated, that it may have had or may now have against the RTC, that arise out of, or relate to, the Project, the CMAR Contract or the Lawsuit. This release shall not prevent Granite from enforcing its rights specifically described in this Agreement and the foregoing releases in favor of RTC shall not place any limitation on RTC's obligations under this Agreement or Granite's ability to bring suit for breach of this Agreement.

8. Off-Hauled Soil. During its performance of work on the Project, Granite transported soil (the "Off-hauled Soil") from the Project to Granite's Lockwood Facility located at 10600 I80 East, Exit 22, Lockwood, Nevada 89434. After extensive testing by Granite, on December 4, 2019 the Nevada Division of Environmental Protection issued a letter providing a "no further action determination for [Granite's Lockwood Facility] where spoils removed from the [Project] containing elevated levels of mercury were used to reclaim the open pit excavation at the above-referenced facility and applies to other places contaminants related to this release have come

to be located (NAC 445A.3452). In addition to the release of all claims against RTC with respect to the Off-hauled Soil pursuant to paragraph 7 above and any continuing insurance and indemnification requirements pursuant to paragraph 6 above, Granite specifically agrees to defend and indemnify the RTC from all complaints, demands, causes of action, damages, costs, expenses, fees, and other liabilities of every sort and description from property owners owning property adjacent to Granite's Lockwood Facility relating in any way to the Off-hauled Soil and for any claims resulting from Granite's disturbance of the Off-hauled Soil after the issuance of the no further action determination by the Nevada Department of Environmental Protection, and Granite further agrees not to bring any lawsuit, arbitration or other claim against RTC for any affirmative claim seeking compensation for Granite relating to the Off-hauled Soil. Notwithstanding anything to the contrary herein, this Agreement does not affect the rights and obligations with respect to Hazardous Materials (as such term is defined in the CMAR Contract) set forth in the CMAR Contract, including, without limitation, Section 17.

9. Dismissal of the Lawsuit. Within fourteen (14) days of the Effective Date, the Parties shall submit the Agreed Order attached hereto as **Exhibit A** to the Court.

10. No Assignment. The Parties expressly represent and agree that they have not assigned or transferred any of the released claims in this Agreement (or any portion of or interest in them) to any third person or entity, except as stated in this Agreement.

11. Joint Drafting. In the event that a dispute arises between the Parties regarding the construction of this Agreement, they represent and agree that this Agreement was drafted jointly, and the terms of this Agreement shall not be construed in favor or against either of them based on any rule of law that ambiguities shall be construed against the drafter.



12. Entire Agreement. The terms of this Agreement contain the entire agreement between the parties relating to the subject matter contained herein. The Parties executing this Agreement do so freely and voluntarily, solely relying upon their own judgment and that of their respective attorneys and not as a result of any fraud, duress or coercion. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements communications, representations and warranties, whether oral or written (together the “Prior Communications”), of any party to this Agreement, and no party may rely, or shall be deemed to have relied upon, any such Prior Communications.

13. Miscellaneous. The Parties hereby represent and warrant to each other that they have access to adequate information regarding the scope and effect of this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement. The Parties hereby acknowledge that they have investigated to their complete satisfaction all facts and potential claims that relate to or arise out of the matters referred to above, and that there is a risk that, after the execution of this Agreement, a Party will discover, incur or suffer claims that were unknown or unanticipated at the time this Agreement was executed, and which if known on the date of execution and delivery hereof may have materially affected its decision to enter into this Agreement. The Parties further acknowledge and agree that by reason of the covenants to each other provided for above, they are assuming the risk of such unknown claims, and agree that this Agreement, apply thereto.

14. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to conflict of laws principles thereof. The Parties agree that the Second Judicial District Court of the State of Nevada in and for the County of Washoe Nevada shall have exclusive jurisdiction over all disputes, actions or

proceedings that in any way arise out of or relate to this Agreement. The Parties waive any claim that any of the forum set forth in this paragraph is an inconvenient forum or improper forum based on lack of venue.

15. Binding Effect. Unless otherwise specifically provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties, their affiliated business entities, subsidiaries, parent corporations, predecessors, successors, insurers, heirs, assigns, trustees, shareholders, partners, directors, officers, employees, agents, attorneys, and other representatives.

16. Severability. If any provision of this Agreement is for any reason held to be invalid or unenforceable, such provision shall not affect any other provision, and this Agreement shall be construed as if such invalid and/or unenforceable provision had never been contained in this Agreement.

17. Waiver. Failure by any Party to enforce any of the remedies available to it in this Agreement shall not be deemed a waiver of those rights.

18. Notices. All notices and other communications hereunder shall be in writing and shall be personally delivered or mailed by first-class registered or certified mail, postage prepaid, or sent by Federal Express or another nationally recognized overnight courier service that guarantees next day delivery and provides a receipt, addressed to the respective party as the case may be at the respective addresses set forth below, or at such other address as either party shall have furnished to the other in writing as herein set forth:

If to Granite: 1900 Glendale Ave.,  
Sparks, NV 89431

with a copy to: Joseph S. Guarino  
VARELA, LEE, METZ & GUARINO, LLP  
1600 Tysons Blvd., Suite 900  
Tysons Corner, VA 22102

If to RTC: 1105 Terminal Way  
Reno, NV 89502

with a copy to: Todd Rowden  
James Oakley  
Taft Stettinius & Hollister LLP  
111 East Wacker Drive, Suite 2800  
Chicago, IL 60601

19. Signatures. Each Party represents that it and, if applicable, its undersigned representative, are duly authorized and empowered to sign this Agreement.

20. Counterparts. Counterpart Agreements, signed separately by the Parties, are permitted will be treated and read as one original Agreement. The Parties shall accept facsimile or electronic signatures to this Release with original signature pages to follow by ordinary mail.

IN WITNESS WHEREOF, the Parties have set forth respective hands below.

**REGIONAL TRANSPORTATION  
COMMISSION OF WASHOE COUNTY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name \_\_\_\_\_

**GRANITE CONSTRUCTION  
COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name \_\_\_\_\_



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.19**

**TO:** Regional Transportation Commission

**FROM:** David Carr  
Facilities and Fleet Manager, Public  
Transportation and Operations

A handwritten signature in black ink, appearing to be 'Bill Thomas', written over a horizontal line.

Bill Thomas, AICP  
Executive Director

**SUBJECT: Terminal Way Multipurpose Room Consultant Design**

**RECOMMENDATION**

Approve an agreement with H&K Architects for the design and development of bid specifications and plans for the remodel of the first floor Terminal Way office building multipurpose room in an amount not-to-exceed \$61,830; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

The RTC continuously maintains, improves and enhances RTC owned and operated facilities. The Terminal Way remodel is the next budgeted project to improve staff and customer access, safety and comfort. There is a lack of adequate space to accommodate large meetings for all RTC staff or accommodate larger public gatherings at the Terminal Way location. Currently, the public has access to all three floors with access controls at each department entrance. This space will allow for larger gatherings and enhance safety by allowing the RTC to restrict access to the rest of the facility.

**FISCAL IMPACT**

Funding for this project is included in the FY 2021 RTC budget.

**PREVIOUS BOARD ACTION**

There are no previous Board actions related to this item.

Attachment

**AGREEMENT FOR GOODS AND SERVICES**

**TERMINAL GREAT ROOM REMODEL DESIGN SERVICES**

This agreement (“Agreement”) is dated and effective as of November 20, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and H+K Architects (“Contractor”) for the terminal great room remodel design project

- 1. **Term.** The term of this agreement shall commence on the effective date above and the design phase completion expected by June 30, 2021.
- 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 Exhibit A. The project shall be completed by June 30, 2021.
- 4. **Compensation.** The maximum amount payable to CONTRACTOR to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONTRACTOR 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:

Task A – Survey Report Phase	\$8,945
Task B – Design Phase	\$27,740
Task C – Bidding Phase	\$6,395
Task D – Construction Services Phase	\$18,750
Total Not-to-Exceed Amount	\$61,830

- 5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. In Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement
- 6. **Invoices/Payment.** Contractor shall submit invoices to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com). RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

**7. Legal/Regulatory Compliance.**

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

**8. Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

**9. Indemnification.** Contractor's obligations are set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

**10. Termination.**

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

**11. Rights, Remedies and Disputes**

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
  - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
  - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
  - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
  - iv. The right to money damages.

- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**12. Ownership of Work.** Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by Contractor in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

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

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

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

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

**17. No Assignment.** Contractor shall not assign, sublease, or transfer this Agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, 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 a reasonable attorneys' fees

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

H+K ARCHITECTS

BY: \_\_\_\_\_  
Max Hershenow, AIA



## Exhibit A - Scope of Work

**Project:** RTC Terminal Way Great Room Remodel

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### SERVICES

Survey Report Phase  
Design Phase  
Bidding Phase  
Construction Phase Services

### SCOPE OF WORK

Architectural, structural engineering, mechanical engineering and electrical engineering services for a remodel project on the first floor Terminal Way remodel project at the RTC administrative headquarters located at 1105 Terminal Way. The scope includes demolition and construction of an approximately 3,000 square foot multipurpose room, several smaller auxiliary rooms, a safety wall and/or barrier, audio/visual/data equipment and reconfiguration of door ways to restrict access to the Second Floor.

The design team will review the preliminary concept design, develop detailed design and construction documents for the same, and provide design support such as responding to Requests for Information (RFI) submittals, participation in kick off meetings, site visits to assess progress, and reporting of any errors or omissions during construction of the project. A final punch list walk through will be performed.

- A. Survey Report Phase
  - 1. Make a survey of the first floor area to determine what mechanical and electrical systems are installed, the equipment condition, performance and reusability.
  - 2. Make recommendations for commission chamber dais seating (raised 1') and mitigation for low ceiling height.
  - 3. Provide a report including budget costs for providing the most cost effective solution to suit the project's needs. Attend one teleconference to discuss the report and options if required.
- B. Design Phase
  - 1. Establish the design and detail of the multipurpose room, auxiliary rooms, audio visual equipment and safety wall/barrier.
  - 2. Provide modernization performance type bidding specifications suitable for obtaining bids from qualified companies and prepared to RTC's format. The specifications will incorporate all features previously outlined and will include the highest applicable standards. Possible economies by use of pre-engineered units will be considered, if applicable.

C. Bidding Phase

1. Conduct pre-bid conference and job walk through with contractors to familiarize them with existing conditions and documents.
2. Assist with any questions that may arise during the bidding process pertaining to the Contract Documents.
3. Assist in preparation of bulletin or addendum documents.
4. Analyze the remodel bids and provide a written report and recommendation of contract award.

D. Construction Phase Services

1. Review contractor's submittals such as shop drawings, product data and other submissions for the purpose of checking for conformance with the design concept expressed in the contract documents. Comments for appropriate action will be returned to the Architect for final action.
2. Participate in a kick off teleconference meeting prior to start.
3. Review pay applications.
4. Make one site visit to become generally familiar with the progress and quality of the work completed to date. Determine, in general, if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the contract documents.
5. Make a final site visit upon completion to check performance standards and conduct tests to determine if the vertical transportation equipment complies with the contract performance requirements. Reports and itemized punch-lists will be provided after each visit.

**COST STATEMENTS**

A cost statement will be provided with the Survey Report Phase deliverable.

**ATTACHMENTS**

Plans for Terminal Great Room Remodel (3 Pages)

**End of Summary**

# PLANS for Terminal Great Room Remodel

## Existing First Floor Configuration

### Existing Conference and Meeting Rooms

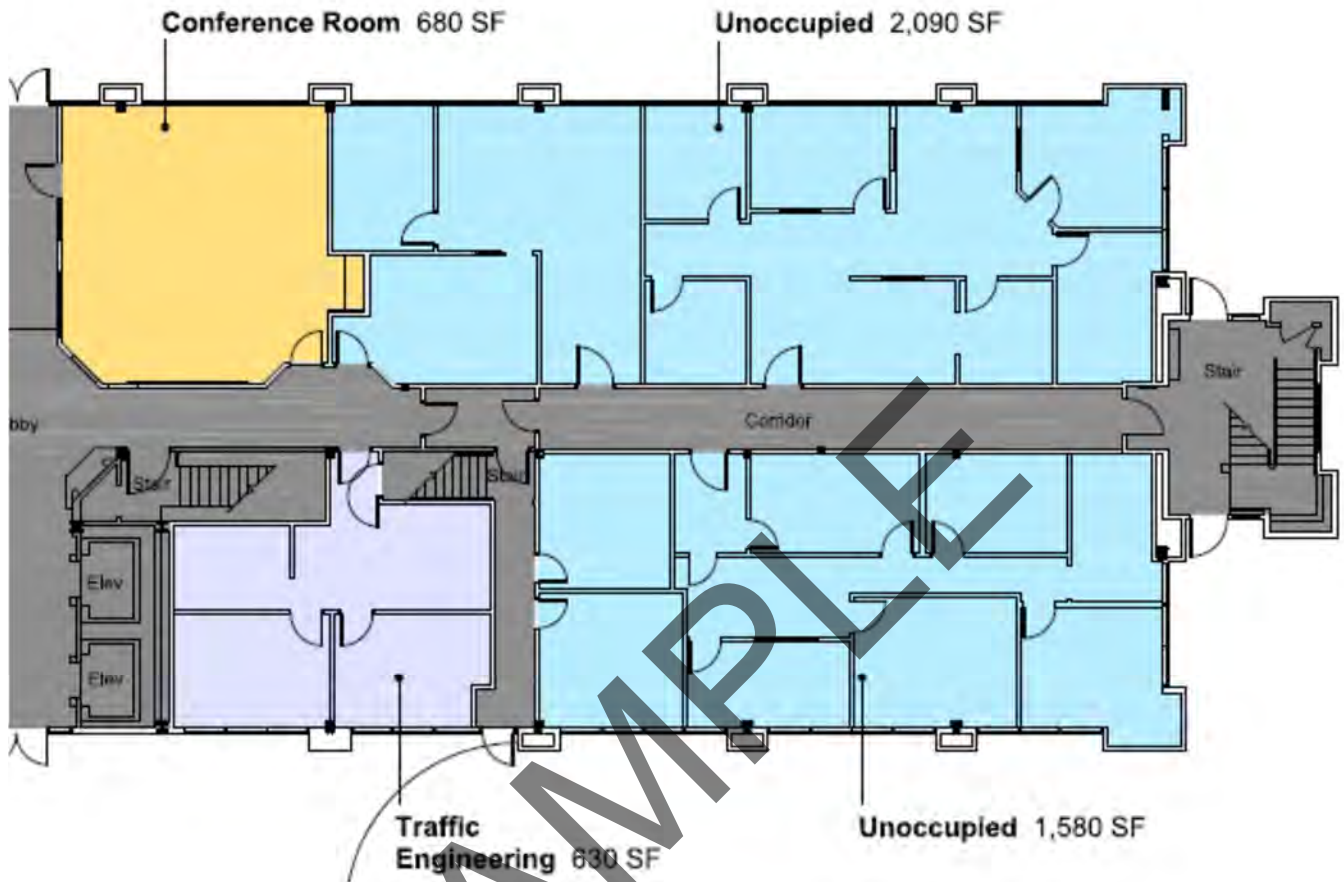
Engineering  
(1) Conference Room  
(2) Meeting Rooms

Common Area  
(1) Conference Room



**Existing First Floor**  
Regional Transportation Commission  
1105 Terminal Way Space Planning  
Final Document  
April 26, 2019  
H+K Architects  
1/16"=1'-0"

Existing Room Configuration



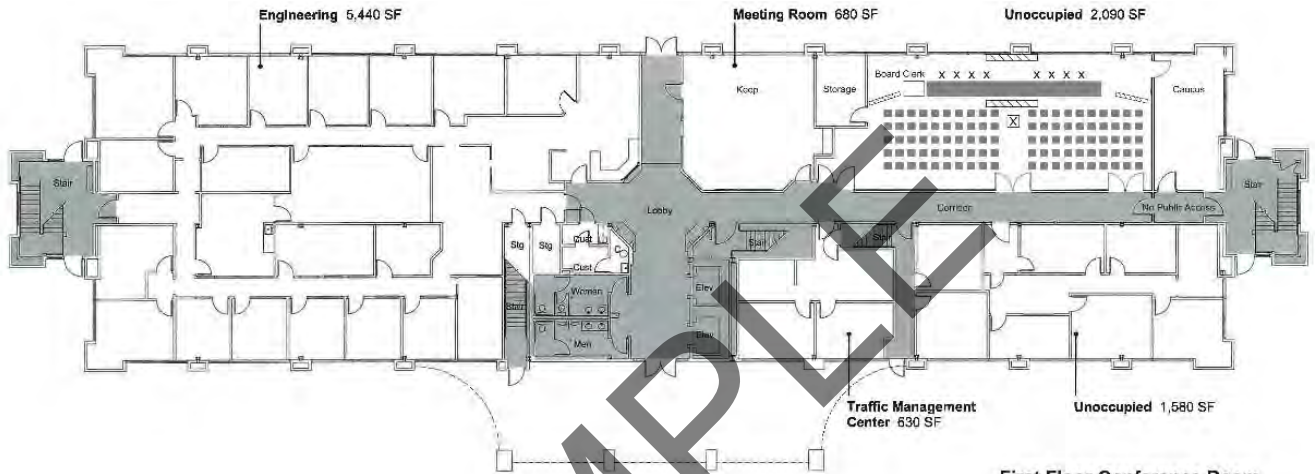
**Proposed Configuration (Great Room/ Multipurpose room only)**

**Conference and Meeting Rooms**

- Engineering
- (1) Conference Room
- (2) Meeting Rooms

**First Floor Conference Room**

- Keep Storage Area
- ☒ Podium with Mic
- ▨ Video Board



**First Floor Conference Room Renovation Plan**

Regional Transportation Commission  
 1105 Terminal Way Space Planning  
 January 4, 2019  
 H+K Architects  
 1/16"=1'-0"



**Exhibit B - Compensation Schedule**

Terminal Great Room Remodel		Principal Architect	Project Architect	Architectural Draftsman	Principal Structural Engineer	Structural Engineer	Principal Mechanical Engineer	Mechanical Engineer	Mechanical Draftsman	Principal Electrical Engineer	Electrical Engineer	Electrical Draftsman
Task/Position	Rate Per Hour	\$ 250.00	\$ 200.00	\$ 75.00	\$ 220.00	\$ 150.00	\$ 225.00	\$ 160.00	\$ 90.00	\$ 225.00	\$ 150.00	\$ 125.00
Task/Position	Hours Per Task											
<b>Task A - Survey Report Phase</b>		1	18	7	4	8	0	4	0	1	10	1
		\$ 250.00	\$ 3,600.00	\$ 525.00	\$ 880.00	\$ 1,200.00	\$ -	\$ 640.00	\$ -	\$ 225.00	\$ 1,500.00	\$ 125.00
<b>Total NTE Task A</b>	<b>\$ 8,945.00</b>											
<b>Task B - Design Phase</b>		3	40	60	4	14	0	6	20	2	42	16
		\$ 750.00	\$ 8,000.00	\$ 4,500.00	\$ 880.00	\$ 2,100.00	\$ -	\$ 960.00	\$ 1,800.00	\$ 450.00	\$ 6,300.00	\$ 2,000.00
<b>Total NTE Task B</b>	<b>\$ 27,740.00</b>											
<b>Task C - Bidding Phase</b>		2	16	2	1	1	1	4	4	1	4	1
		\$ 500.00	\$ 3,200.00	\$ 150.00	\$ 220.00	\$ 150.00	\$ 225.00	\$ 640.00	\$ 360.00	\$ 225.00	\$ 600.00	\$ 125.00
<b>Total NTE Task C</b>	<b>\$ 6,395.00</b>											
<b>Task D - Construction Phase Services</b>		4	64	4	3	6	0	6	2	1	9	3
		\$ 1,000.00	\$ 12,800.00	\$ 300.00	\$ 660.00	\$ 900.00	\$ -	\$ 960.00	\$ 180.00	\$ 225.00	\$ 1,350.00	\$ 375.00
<b>Total NTE Task D</b>	<b>\$ 18,750.00</b>											
<b>Total All Tasks</b>												
<b>Not to Exceed Amount</b>	<b>\$ 61,830.00</b>											

*NTE - NOT TO EXCEED AMOUNT*

SAMPLE

Exhibit C

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

2020-08-27 Version

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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



## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

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

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

## **8. ACCEPTABILITY OF INSURERS**

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

## 9. OTHER CONDITIONS

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

## 10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE

**EXHIBIT D**  
**FTA REQUIRED CLAUSES**

**1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]**

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

#### **4 - FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

#### **5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]**

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

#### **6 - CIVIL RIGHTS LAWS AND REGULATIONS**

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each

subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs:

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their

race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:



To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

## **7 - INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

## **8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]**

A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.

B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

## **9 - 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.

**10 - 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.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.20**

**TO:** Regional Transportation Commission

**FROM:** Denise Thompson  
Executive Office Administrator

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

**SUBJECT: Agreement for Supplemental Lobbying Services with Kaempfer Crowell, Ltd.**

**RECOMMENDATION**

Approve the agreement with Kaempfer Crowell, Ltd. for supplemental lobbying services on behalf of the RTC in the amount of \$65,000; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

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

The term of the agreement is December 1, 2020, to November 30, 2021. The cost of the one year agreement is \$65,000, payable in twelve (12) equal monthly installments (Exhibit B).

Previously, the RTC contracted another Nevada lobbying firm along with Kaempfer Crowell, Ltd., but has chosen not to renew that agreement, thus providing a cost savings of \$22,000 to the RTC.

**FISCAL IMPACT**

Funding for this agreement is included in the FY 2021 Board approved budget.

**PREVIOUS ACTIONS BY BOARD**

There has been no previous Board action taken on this item.

**Attachments**

## **AGREEMENT FOR SUPPLEMENTAL LOBBYING SERVICES**

THIS AGREEMENT is dated and effective as of December 1, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC"), and Kaempfer Crowell, Ltd. ("CONSULTANT").

### **WITNESSETH:**

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

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

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

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

**A. SCOPE OF SERVICES**

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

**B. TERM OF AGREEMENT**

The term of this Agreement shall be from December 1, 2020, to November 30, 2021.

**C. PAYMENTS TO CONSULTANT**

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

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

**D. OTHER PROVISIONS**

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

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

5. Relationship of Parties.

CONSULTANT is an independent contractor to RTC under this Agreement. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by the RTC Executive Director in the exercise of his reasonable discretion, with services being provided by CONSULTANT to RTC or significantly impede or impair CONSULTANT's ability to provide the services contracted for in this Agreement. CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans, or other benefits RTC provides to its employees.

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

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

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

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

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

7. Nevada Law Applies. The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe and the parties hereto submit to the jurisdiction of that District Court.
8. Exclusive Agreement. There are no verbal agreements, representations, or understandings affecting this Agreement, and all negotiations, representations, and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.
9. Amendments. No alteration, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
10. Regulatory Compliance. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations, and ordinances.
11. Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

KAEMPFER CROWELL, LTD

By:  \_\_\_\_\_  
Severin A. Carlson, Partner

SAMPLE



**EXHIBIT A**  
**SCOPE OF WORK**

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

**EXHIBIT B  
COMPENSATION SCHEDULE**

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

<u>Month/Year</u>	<u>Amount</u>
December 2020	\$5,416.67
January 2021	\$5,416.67
February 2021	\$5,416.67
March 2021	\$5,416.67
April 2021	\$5,416.67
May 2021	\$5,416.67
June 2021	\$5,416.67
July 2021	\$5,416.67
August 2021	\$5,416.67
September 2021	\$5,416.67
October 2021	\$5,416.67
November 2021	\$5,416.63



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.21**

**TO:** Regional Transportation Commission

**FROM:** Brian Stewart, P.E.  
Director of Engineering

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

**SUBJECT: Fiscal Year 2022 Street and Highway Program ICA with the City of Reno**

**RECOMMENDATION**

Authorize the RTC Executive Director to execute the Fiscal Year (FY) 2022 Street and Highway Program Interlocal Cooperative Agreement (ICA) between Washoe County, City of Reno and the RTC.

**SUMMARY**

The FY 2022 Program of Projects (POP) was approved by the RTC Board on November 20, 2020. The ICA will be taken before Washoe County Board of Commissioners and the City of Reno Council for consideration and approval. This ICA has been developed and prioritized in accordance with priorities established as part of the Unified Planning Work Program, Regional Transportation Plan, Program of Projects and the regional road pavement preservation program.

In accordance with Chapter 373 of the Nevada Revised Statutes, this ICA (see Attachment A) enumerates the responsibilities for delivering the projects identified in the POP. Upon approval of this ICA by the RTC Commission, the RTC will begin work on the projects listed.

**FISCAL IMPACT**

The work described in the ICA is funded in the FY 2021/FY2022 budgets.

**PREVIOUS ACTIONS BY BOARD**

November 20, 2020                      Approved the proposed FY 2022 Program of Projects (POP).

## **ADDITIONAL BACKGROUND**

Separate agreements have been prepared for each jurisdiction based on where the projects reside. This provides clarity to the overall program of projects and simplifies the process so that the approval of each ICA can occur independently and therefore delays that may occur with one jurisdiction will not affect the ICA approval of another.

Attachment

**INTERLOCAL COOPERATIVE AGREEMENT**

This agreement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Board of Commissioners of Washoe County, Nevada (the “County”), the Regional Transportation Commission of Washoe County (the “RTC”), and the City Council of Reno, Nevada (the “City”).

**WITNESSETH:**

**WHEREAS** in 1979, the RTC was created by County ordinance through the consolidation of the Regional Street and Highway Commission, the Regional Transit Commission, and a previously existing metropolitan transit planning organization; and

**WHEREAS**, the RTC is responsible for the Regional Street & Highway Program, the Public Transportation Program, and Transportation Planning; and

**WHEREAS**, the RTC funds the Regional Street & Highway Program from a variety of local, state and federal funding sources, and expends money from a variety of funds including the Regional Street and Highway Fund (the “Fuel Tax Fund”), the Transportation Sales Tax Fund (the “Sales Tax Fund”), and the Regional Road Impact Fee Fund (the “RRIF Fund”); and

**WHEREAS**, pursuant to NRS 373.140(2), if a project is proposed to be financed in whole or in part from the Fuel Tax Fund, the RTC must evaluate the project based on the criteria set forth in NRS 373.140(2) before it approves the project; and

**WHEREAS**, pursuant to NRS 373.140(2), if the RTC approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the County must authorize the project; and

**WHEREAS**, pursuant to NRS 373.140(2), if the County approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the responsibilities for letting construction and other necessary contracts, contract administration, supervision and inspection of work and the performance of other duties related to the acquisition of the project must be specified in written agreement executed by the County and the governing bodies of the City of Reno and the City of Sparks, as appropriate; and

## **ATTACHMENT A**

**WHEREAS**, on November 20, 2020, the RTC approved its FY 2022 Program of Projects for the Regional Street & Highway Program which includes certain projects proposed to be financed in whole or in part from the Fuel Tax Fund; and

**WHEREAS**, the projects listed in Exhibit A are projects located within the jurisdiction of the City that are proposed to be financed in whole or in part from the Fuel Tax Fund and which require a written agreement pursuant to NRS 373.140(2).

**NOW, THEREFORE**, in compliance with statutory requirements, and in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

### **I. PROJECT AUTHORIZATION**

A. The County and the City authorize the RTC to design, survey, engineer, acquire through purchase or eminent domain real property for, and construct, each of the Projects. This authority shall be for all continued work by or on behalf of the RTC as necessary to complete the Project and for any later fiscal year.

B. The RTC may expend money from one or more than one of the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, or any other eligible fund. The total estimated cost to complete each Project is estimated by the RTC as shown on Exhibit A. These costs are only estimates and the RTC may expend additional money as necessary from any one or more of the Fuel Tax Fund, the Sales Tax Fund or the RRIF Fund, or any other eligible fund, as such additional expenditures are reviewed and approved by the RTC pursuant to the RTC's policies and procedures.

C. The County and the City authorize the RTC to adopt an appropriate resolution of condemnation and initiate and prosecute to judgment such eminent domain proceedings as may be necessary for the acquisition of such property within their respective jurisdictions as the RTC deems necessary for the construction and/or maintenance of any Project and, if prudent, future expansions of each Project identified by the Regional Transportation Plan.

**II. RTC RESPONSIBILITIES AND DUTIES**

RTC agrees to perform the followings tasks and the County and the City hereby authorize the RTC to do so:

A. Provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants;

B. Obtain appraisal reports for any property being considered as necessary for the implementation of any Project and, if prudent, future expansions of the Project identified within the Regional Transportation Plan, conduct preliminary negotiations with the owners in an effort to arrive at a mutually agreeable purchase price and negotiate, execute and close contracts to purchase the property;

C. Offer not less than the appraisal value for the property and property rights deemed necessary for a Project and, where the prospect of reaching a mutually agreeable purchase price appears unlikely following reasonable negotiations, cause the RTC Board of Commissioners to adopt a "Resolution of Condemnation" finding that particular properties are necessary to the success of a Project and authorize legal counsel to seek acquisition through eminent domain proceedings;

D. Coordinate all activities related to a Project including, but not limited to, advertising, receipt and review of construction bids, and execution of a contract with the contractor submitting the lowest responsive and responsible bid;

E. Maintain necessary files on each Project;

F. Pay all authorized Project costs from the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, and any other eligible fund. Payments for construction or engineering services will be paid to the contractor or consultant upon receipt of a claim or claims which have been certified as a true and correct account of the expenses incurred as a result of or in conjunction with the provisions of a contract entered into as a result of this Agreement. All submitted claims will have supporting documents attached which substantiate the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with the policies and procedures of the RTC; and

G. Not permit the payment of non-reimbursable or non-payable items established by the policies and procedures of the RTC.

**III. COUNTY AND CITY RESPONSIBILITIES AND DUTIES**

The County and the City shall do the following:

- A. Cooperate with RTC and its consultants in all phases of each Project located within their respective jurisdictions;
- B. Assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions;
- C. Accept ownership of and maintain each Project located wholly or partially within their respective jurisdictions upon completion of construction;
- D. Upon notification from the RTC, require utilities having franchise agreements that require relocation to relocate their facilities prior to award of the Project in accordance with the franchise agreement; for utilities that do not address the issue of relocation in the franchise agreement, require relocation of the subject facilities prior to the award of the Project if state law provides authority to do so; and
- E. Coordinate development and administration of the Project with the RTC.

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**ATTACHMENT A**

This Agreement is effective from and after the date first above written.

**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY**

BY: \_\_\_\_\_  
EXECUTIVE DIRECTOR

APPROVED AS TO LEGALITY AND FORM

BY: \_\_\_\_\_  
RTC GENERAL COUNSEL

**BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA**

By: \_\_\_\_\_  
CHAIRMAN

ATTEST: APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
WASHOE COUNTY CLERK ATTORNEY

**CITY COUNCIL OF RENO, NEVADA**

By: \_\_\_\_\_  
MAYOR

ATTEST: APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
RENO CITY CLERK DEPUTY CITY ATTORNEY

**ATTACHMENT A**

Exhibit A  
City of Reno  
New Projects

<b><u>Project Name</u></b>	<b><u>Description</u></b>	<b><u>RTIP Cost Estimate</u></b>
Virginia Line Northbound Peppermill Station	Install new station along the existing VBRT Project	\$3 Million Design, Right of Way, Construction
2022 Preventative Maintenance (2021/2022)*	Patching and slurry seals on regional roads	\$6.5 Million Design, Construction
2022 Roadway Reconstruction/Rehab (2021/2022/2023)*	Reconstruction/rehabilitation of failing segments of regional roads	\$12.5 Million Design, Right of Way, Construction
TE Spot 11 Intersection Improvements*	Intersection improvements throughout the region	\$5 Million Design, Right of Way, Construction
Traffic Management Program/ITS/LiDAR*	Improvements to regional facilities using new technology to manage traffic	\$1.5 Million Design, Construction
ADA Access Transit/Pedestrian Connectivity*	Improve access to multimodal choices including transit following ADA guidance (sidewalks, ramps, pads)	\$2.0 Million Design, Right of Way, Construction

\*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.22**

**TO:** Regional Transportation Commission

**FROM:** Brian Stewart, P.E.  
Director of Engineering

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

**SUBJECT: Fiscal Year 2022 Street and Highway Program ICA with the City of Sparks**

**RECOMMENDATION**

Authorize the RTC Executive Director to execute the Fiscal Year (FY) 2022 Street and Highway Program Interlocal Cooperative Agreement (ICA) between Washoe County, City of Sparks and the RTC.

**SUMMARY**

The FY 2022 Program of Projects (POP) was approved by the RTC Board on November 20, 2020. The ICA will be taken before Washoe County Board of Commissioners and the City of Sparks Council for consideration and approval. This ICA has been developed and prioritized in accordance with priorities established as part of the Unified Planning Work Program, Regional Transportation Plan, Program of Projects and the regional road pavement preservation program.

In accordance with Chapter 373 of the Nevada Revised Statutes, this ICA (see Attachment A) enumerates the responsibilities for delivering the projects identified in the POP. Upon approval of this ICA by the RTC Commission, the RTC will begin work on the projects listed.

**FISCAL IMPACT**

The work described in the ICA is funded in the FY 2021/FY2022 budgets.

**PREVIOUS ACTIONS BY BOARD**

November 20, 2020                      Approved the proposed FY 2022 Program of Projects (POP).

## **ADDITIONAL BACKGROUND**

Separate agreements have been prepared for each jurisdiction based on where the projects reside. This provides clarity to the overall program of projects and simplifies the process so that the approval of each ICA can occur independently and therefore delays that may occur with one jurisdiction will not affect the ICA approval of another.

Attachment

**INTERLOCAL COOPERATIVE AGREEMENT**

This agreement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Board of Commissioners of Washoe County, Nevada (the “County”), the Regional Transportation Commission of Washoe County (the “RTC”), and the City Council of Sparks, Nevada (the “City”).

**WITNESSETH:**

**WHEREAS** in 1979, the RTC was created by County ordinance through the consolidation of the Regional Street and Highway Commission, the Regional Transit Commission, and a previously existing metropolitan transit planning organization; and

**WHEREAS**, the RTC is responsible for the Regional Street & Highway Program, the Public Transportation Program, and Transportation Planning; and

**WHEREAS**, the RTC funds the Regional Street & Highway Program from a variety of local, state and federal funding sources, and expends money from a variety of funds including the Regional Street and Highway Fund (the “Fuel Tax Fund”), the Transportation Sales Tax Fund (the “Sales Tax Fund”), and the Regional Road Impact Fee Fund (the “RRIF Fund”); and

**WHEREAS**, pursuant to NRS 373.140(2), if a project is proposed to be financed in whole or in part from the Fuel Tax Fund, the RTC must evaluate the project based on the criteria set forth in NRS 373.140(2) before it approves the project; and

**WHEREAS**, pursuant to NRS 373.140(2), if the RTC approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the County must authorize the project; and

**WHEREAS**, pursuant to NRS 373.140(2), if the County approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the responsibilities for letting construction and other necessary contracts, contract administration, supervision and inspection of work and the performance of other duties related to the acquisition of the project must be specified in written agreement executed by the County and the governing bodies of the City of Reno and the City of Sparks, as appropriate; and

**WHEREAS**, on November 20, 2020, the RTC approved its FY 2022 Program of Projects for the Regional Street & Highway Program which includes certain projects proposed to be financed in whole or in part from the Fuel Tax Fund; and

**WHEREAS**, the projects listed in Exhibit A are projects located within the jurisdiction of the City that are proposed to be financed in whole or in part from the Fuel Tax Fund and which require a written agreement pursuant to NRS 373.140(2).

**NOW, THEREFORE**, in compliance with statutory requirements, and in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

### **I. PROJECT AUTHORIZATION**

A. The County and the City authorize the RTC to design, survey, engineer, acquire through purchase or eminent domain real property for, and construct, each of the Projects. This authority shall be for all continued work by or on behalf of the RTC as necessary to complete the Project and for any later fiscal year.

B. The RTC may expend money from one or more than one of the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, or any other eligible fund. The total estimated cost to complete each Project is estimated by the RTC as shown on Exhibit A. These costs are only estimates and the RTC may expend additional money as necessary from any one or more of the Fuel Tax Fund, the Sales Tax Fund or the RRIF Fund, or any other eligible fund, as such additional expenditures are reviewed and approved by the RTC pursuant to the RTC's policies and procedures.

C. The County and the City authorize the RTC to adopt an appropriate resolution of condemnation and initiate and prosecute to judgment such eminent domain proceedings as may be necessary for the acquisition of such property within their respective jurisdictions as the RTC deems necessary for the construction and/or maintenance of any Project and, if prudent, future expansions of each Project identified by the Regional Transportation Plan.

## II. RTC RESPONSIBILITIES AND DUTIES

RTC agrees to perform the followings tasks and the County and the City hereby authorize the RTC to do so:

A. Provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants;

B. Obtain appraisal reports for any property being considered as necessary for the implementation of any Project and, if prudent, future expansions of the Project identified within the Regional Transportation Plan, conduct preliminary negotiations with the owners in an effort to arrive at a mutually agreeable purchase price and negotiate, execute and close contracts to purchase the property;

C. Offer not less than the appraisal value for the property and property rights deemed necessary for a Project and, where the prospect of reaching a mutually agreeable purchase price appears unlikely following reasonable negotiations, cause the RTC Board of Commissioners to adopt a “Resolution of Condemnation” finding that particular properties are necessary to the success of a Project and authorize legal counsel to seek acquisition through eminent domain proceedings;

D. Coordinate all activities related to a Project including, but not limited to, advertising, receipt and review of construction bids, and execution of a contract with the contractor submitting the lowest responsive and responsible bid;

E. Maintain necessary files on each Project;

F. Pay all authorized Project costs from the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, and any other eligible fund. Payments for construction or engineering services will be paid to the contractor or consultant upon receipt of a claim or claims which have been certified as a true and correct account of the expenses incurred as a result of or in conjunction with the provisions of a contract entered into as a result of this Agreement. All submitted claims will have supporting documents attached which substantiate the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with the policies and procedures of the RTC; and

G. Not permit the payment of non-reimbursable or non-payable items established by the policies and procedures of the RTC.

### **III. COUNTY AND CITY RESPONSIBILITIES AND DUTIES**

The County and the City shall do the following:

A. Cooperate with RTC and its consultants in all phases of each Project located within their respective jurisdictions;

B. Assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions;

C. Accept ownership of and maintain each Project located wholly within its jurisdiction or that partial portion of a Project that is located within its respective jurisdiction upon completion of construction;

D. Upon notification from the RTC, require utilities having franchise agreements that require relocation to relocate their facilities prior to award of the Project in accordance with the franchise agreement; for utilities that do not address the issue of relocation in the franchise agreement, require relocation of the subject facilities prior to the award of the Project if state law provides authority to do so; and

E. Coordinate development and administration of the Project with the RTC.

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This Agreement is effective from and after the date first above written.

**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY**

BY: \_\_\_\_\_  
EXECUTIVE DIRECTOR

APPROVED AS TO LEGALITY AND FORM

BY: \_\_\_\_\_  
RTC GENERAL COUNSEL

**BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA**

By: \_\_\_\_\_  
CHAIR

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_  
WASHOE COUNTY CLERK

BY: \_\_\_\_\_  
ATTORNEY

**CITY COUNCIL OF SPARKS, NEVADA**

By: \_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_  
SPARKS CITY CLERK

BY: \_\_\_\_\_  
ASSISTANT CITY ATTORNEY

Exhibit A  
City of Sparks  
New Projects

<b><u>Project Name</u></b>	<b><u>Description</u></b>	<b><u>RTIP Cost Estimate</u></b>
2022 Preventative Maintenance (2021/2022)*	Patching and slurry seals on regional roads	\$6.5 Million Design, Construction
2022 Roadway Reconstruction/Rehab (2021/2022)*	Reconstruction/rehabilitation of failing segments of regional roads	\$12.5 Million Design, Right of Way, Construction
TE Spot 11 Intersection Improvements*	Intersection improvements throughout the region	\$5 Million Design, Right of Way, Construction
Traffic Management Program/ITS/LiDAR*	Improvements to regional facilities using new technology to manage traffic	\$1.5 Million Design, Construction
ADA Access Transit/Pedestrian Connectivity*	Improve access to multimodal choices including transit following ADA guidance (sidewalks, ramps, pads)	\$2.0 Million Design, Right of Way, Construction

\*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.23**

**TO:** Regional Transportation Commission

**FROM:** Dale Keller, P.E.  
Engineering Manager

Bill Thomas, AICP  
Executive Director

**SUBJECT: Interlocal Cooperative Agreement between the State of Nevada Department of Transportation and the Regional Transportation Commission for the Design and Construction of the US 395/Lemmon Drive Interchange**

**RECOMMENDATION**

Approve the Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation (NDOT) for the design and construction of the US 395 / Lemmon Drive Interchange as part of the Lemmon Drive Project; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

This ICA defines the roles, responsibilities, and funding to incorporate the proposed US 395 / Lemmon Drive Interchange improvements with RTC’s Segment 1 widening project. NDOT agrees to contribute ten million and no/100 dollars (\$10,000,000.00) for the project. The RTC agrees to design, construct, and administer all project activities.

**FISCAL IMPACT**

NDOT will contribute state fuel tax funds to the project in the amount of \$10,000,000. The following is a summary of NDOT’s obligation.

**NDOT Contributions**

<b>Fiscal Year</b>	<b>Payment Dates</b>	<b>Total Amount per Fiscal Year</b>
FY 2021	Payment on June 30, 2021	\$2,000,000
FY 2022	Quarterly Payments of \$2,000,000 on September 30, 2021, December 30, 2021, March 30, 2022, and June 30, 2022	\$8,000,000
<b>TOTAL</b>		<b>\$10,000,000</b>

**PREVIOUS ACTIONS BY BOARD**

September 18, 2020	Received an update on the project
August 20, 2020	Received an update on the project
July 17, 2020	Received an update on the project
June 19, 2020	Received an update on the project
May 22, 2020	Received an update on the project
September 20, 2019	Approved the Professional Services Agreement (PSA) with Jacobs Engineering for the design of the Lemmon Drive Project
May 20, 2019	Approved the Procurement for the Selection of Engineering Professional Services for Design the Lemmon Drive Project

Attachment

**INTERLOCAL AGREEMENT**

This Agreement, made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, NV 89502, hereinafter called the "RTC".

**WITNESSETH:**

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

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

WHEREAS, the RTC desires to widen Lemmon Drive from US 395 to Military Road; and

WHEREAS, the DEPARTMENT desires to complete the Lemmon Drive Interchange improvements that are detailed in the US 395 North Valleys Project; and

WHEREAS, the purpose of this Agreement is for the RTC to design and construct the diverging diamond interchange (DDI) at US 395 Lemmon Drive (hereinafter "PROJECT"); and

WHEREAS, the purpose of this Agreement is to define the funding, maintenance and operations responsibility for the PROJECT; and

WHEREAS, the services of the RTC will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the RTC is willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

**ARTICLE I - RTC AGREES**

**Funding**

1. To fund and administer the entire PROJECT (less the programmed amounts as set forth in Article II, Paragraph 1) which includes, but is not limited to, engineering, right-of-way acquisition, utility relocations, preparation of plans, special provisions, construction estimates, construction, construction management, quality control, quality control testing, and materials testing.

2. To proceed with the PROJECT construction only after receiving a written confirmation of funding approval. The DEPARTMENT's contribution to PROJECT construction

cost is contingent on State Transportation Improvement Plan (STIP) and Work Program amendment approval for Fiscal Year 2021 (FY2021).

3. To invoice the DEPARTMENT after the start of construction on a quarterly basis, for the DEPARTMENT's contribution amounts as set forth in Article 2, Paragraph 1.

#### Project Administration

4. To monitor all PROJECT activities to ensure compliance with applicable environmental laws and regulations.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to, field reviews, review meetings and the pre-construction conference.

6. To allow the DEPARTMENT to review, comment, and approve PROJECT change orders as well as other changes to the contract documents, plans, and specifications which involve DEPARTMENT facilities to the PROJECT. The DEPARTMENT's written response shall be made within five (5) working days of its notice of change order or other changes. No response from the DEPARTMENT within this time frame shall constitute the DEPARTMENT's consent to and acceptance of such change orders or other changes and for the RTC to proceed with the work.

#### Design Engineering

7. To design and construct the DEPARTMENT facilities using DEPARTMENT standards, specifications, and procedures set forth in the RTC's construction contract with its contractor for the development, analysis, and design of the PROJECT, except with the standards, specifications, and procedures set forth in the construction contract and where agreed upon by both parties.

8. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

9. To provide the DEPARTMENT with two (2) copies and one (1) electronic submittal of each design submittal for the PROJECT and to invite the DEPARTMENT to the review meetings with the RTC to address said comments, if any.

10. To submit to the DEPARTMENT for a fourteen (14) day review and approval of, preliminary plans at sixty percent (60%), one hundred percent (100%), and bid set document submittals.

#### Construction

11. To construct the PROJECT and perform all required construction management inspections and quality assurance testing for the PROJECT.

12. To perform and be responsible for the construction administration of those facilities under DEPARTMENT's jurisdiction related to the PROJECT.

13. To allow the DEPARTMENT to observe, review, and comment on all construction work of those facilities under DEPARTMENT's jurisdiction related to the PROJECT within two (2) working days of any inspection. Any such comments shall be immediately directed to the RTC's Project Manager and RTC's Construction Administration Consultant.

14. To obtain a DEPARTMENT encroachment occupancy permit, at no cost to RTC, allowing the RTC to occupy within the DEPARTMENT right-of-way for the purpose of constructing and temporarily maintaining the PROJECT.

15. The RTC shall, at its own expense, obtain and pay for all licenses, permits, and/or fees and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, licensing laws, and regulations.

16. To submit the PROJECT's as-built plan for DEPARTMENT review and invite the DEPARTMENT to the RTC final inspection of the PROJECT.

17. To maintain the improvements as part of the PROJECT upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

## ARTICLE II - DEPARTMENT AGREES

### Funding

1. To fund Ten Million and No/100 Dollars (\$10,000,000.00) for the PROJECT, herein called the "DEPARTMENT CONTRIBUTION". The following is a summary of the DEPARTMENT CONTRIBUTION with identified funding sources:

DEPARTMENT CONTRIBUTION TO THE PROJECT:	\$10,000,000.00
DEPARTMENT State Gas Tax Funds	
FY 2021	\$2,000,000.00
Payment of \$2,000,000.00 on June 30,2021	
FY 2022	<u>\$8,000,000.00</u>
Quarterly payments of \$2,000,000.00 each of September 30,2021, December 30, 2021, March 30, 2022, and June 30, 2022.	
TOTAL FUNDING FOR DEPARTMENT CONTRIBUTION	\$10,000,000.00

### Project Administration

2. To assign a project manager with approval authority on behalf of the DEPARTMENT to act as the DEPARTMENT's representative and designated point of contact to oversee the DEPARTMENT's portion of the PROJECT and to ensure compliance with applicable DEPARTMENT requirements and a continuity of communications between the RTC and the DEPARTMENT.

3. That the RTC will be the point of contact for all communications with the RTC's contractor for the PROJECT, including, but not limited to, reviewing comments on plans, specifications, traffic control plans, and inspections for the DEPARTMENT's portion of the PROJECT.

### Design Engineering

4. To review and comment on the RTC design (including plans, specifications and estimates) through the DEPARTMENT's pre-permit process. DEPARTMENT comments shall be provided within fifteen (15) working days from receipt of submittal. Failure of DEPARTMENT to

respond within this time frame shall constitute the DEPARTMENT's approval of the plan and specifications and permission for the RTC to proceed.

#### Construction

5. To allow the RTC to act on the DEPARTMENT's behalf and accept construction inspection oversight of DEPARTMENT's facilities of the PROJECT.

6. To assign a Resident Engineer to act as the DEPARTMENT's representative to review and comment on construction contract compliance of DEPARTMENT's facilities to the PROJECT.

7. To issue an encroachment permit to the RTC, at no cost to the RTC, for the PROJECT construction conducted within DEPARTMENT right-of-way. DEPARTMENT agrees to work with the RTC to identify, review and approve specific terms and conditions for the construction of PROJECT. To review and process any DEPARTMENT permits within the DEPARTMENT policy time frames with the intent of avoiding a delay in RTC's PROJECT schedule.

8. To review and approve when appropriate addenda, supplementals and change orders to the PROJECT construction to ensure the compliance with the terms of this agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of said addenda, supplementals and change orders does not alter the contribution funds to RTC as established in ARTICLE I, Paragraph 3.

9. To observe, review, and inspect all work associated with the project during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Permit Office for correction.

10. To review RTC's as-built plans and attend the RTC final inspection of the PROJECT.

11. To own and maintain PROJECT improvements within the DEPARTMENT right-of-way; unless otherwise identified in any associated DEPARTMENT encroachment permit.

#### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2023, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. The parties agree to allow each other to observe, to inspect project construction, and to review applicable change orders in a timely manner which prevents PROJECT delay. All change order requests shall be made in writing. Each party shall complete its review of all change orders submitted to it by the other party, within five (5) working days after service of such change orders. In the event the DEPARTMENT does not provide the RTC with a written response to the RTC's change orders within five (5) working days following the RTC's service of such change orders, the RTC will proceed with the change orders so as not to delay the PROJECT and will assume no liability therefore. The DEPARTMENT shall be responsible for all costs associated with change orders requested by the DEPARTMENT.



4. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director  
Attn.: Nick Johnson, P.E.  
Nevada Department of Transportation  
Division: C015  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7589  
E-mail: jpullen@dot.nv.gov

FOR RTC:

Bill Thomas, AICP, Executive Director  
Attn: Dale Keller, P.E.  
Regional Transportation Commission of Washoe County  
1105 Terminal Way, Suite 108  
Reno, NV 89502  
Phone: (775) 335-1827  
E-mail: DKeller@rtcwashoe.com

6. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

7. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

8. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

9. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the

excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

11. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

12. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including another breach of the same provision.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

15. Except as otherwise expressly provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

16. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

17. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

19. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

20. The RTC will ensure that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared in the performance of obligations under this Agreement shall be the exclusive, joint property of the RTC and the DEPARTMENT. The RTC will ensure that any consultant will not use, willingly allow, or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the RTC and the DEPARTMENT. The RTC shall not utilize (and shall ensure any consultant will not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The RTC (and any consultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

21. Any alteration considered extra work shall be addressed through a written amendment to this Agreement. The amount and payment for extra work, as well as designation of responsibility for payment of such work, shall be specified in such amendment.

22. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A, available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

23. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no

modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

RTC Washoe

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

\_\_\_\_\_

Director

\_\_\_\_\_  
Name and Title (Print)

Approved as to Legality and Form:

\_\_\_\_\_

\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
Name and Title (Print)

Approved as to Form:

\_\_\_\_\_  
Attorney

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.24**

**TO:** Regional Transportation Commission

**FROM:** James Gee  
Service Planning and  
Innovation Manager

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Bill Thomas, AICP  
Executive Director

**SUBJECT: Authorization for Memorandum of Understanding (MOU) between RTC and the Washoe County Health District**

**RECOMMENDATION**

Authorize the RTC Executive Director to sign a Memorandum of Understanding (MOU) between the Regional Transportation Commission (RTC) and the Washoe County Health District (WCHD) to allow the creation of a Point of Dispensing plan to work cooperatively in the event of a widespread health emergency.

**SUMMARY**

In the event of a widespread health emergency, it is important that all community agencies work together towards providing access to care and resources to everyone in our community. As an essential public service transporting thousands of people each day, it is also important not only that RTC have access to such resources for its employees and contractors, but that it also plays a part in making sure that these resources are made available as quickly as possible to our passenger base and other community members. With these goals in mind, the proposed MOU would allow the RTC and the Health District to jointly develop a plan that outlines responsibilities and benefits for each party and addresses how to meet these goals in the event such an emergency arises. The final plan will be forwarded to the RTC Board for approval.

**FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

**PREVIOUS ACTIONS BY BOARD**

There has been no previous board action on this matter.

## **ADDITIONAL BACKGROUND**

The intent of the plan authorized by this MOU is to partner with Health District to allow the RTC to become a point of dispensing location. It is anticipated that the contents of this plan allow:

1. RTC will provide a contact person(s) to work with the Health District to develop a plan for the creation of a POD location and outline the responsibilities and benefits of each party. Among other things, this Plan shall include notification methods of an Emergency by the Health District, critical staff contact information, plan activation, storage, and administration and/or dispensing of medications.
2. RTC will provide physical space for the potential storage of medications and distribution to RTC staff, families, and customer base.
3. The Health District intends to provide training and education to RTC staff who will function in key positions in the administration and/or dispensing of Medications for the Plan. RTC intends to participate in a tabletop, functional or full-scale exercise to test the Plan with support from, and as agreed upon by, the Health District and the RTC.
4. RTC intends to provide to Health District the number of RTC staff and staff family members so that an adequate supply of Medications may be delivered to the RTC upon declaration of an Emergency. The Health District will also provide printed materials (medication fact sheets and medical screening forms) with any Medications specific to the Emergency. The amount and type of Medication supplied by the Health District shall be determined solely by the Health District based on the availability of Medications to the Health District.
5. RTC would not charge rent for any physical space utilized for this effort, nor will there be any charge for medications/vaccinations by the Health District.

Once completed, this plan will be referred to the Commission for their approval.

## **ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations regarding this report.

Attachment

**Memorandum of  
Understanding between  
Washoe County Health  
District and the  
Regional Transportation  
Commission of Washoe  
County**

This Memorandum of Understanding (MOU) is made between the Washoe County Health District (Health District) and the Regional Transportation Commission of Washoe County (RTC) (collectively Party or Parties).

This MOU is intended to outline the understanding between the Parties for the planning and provision of mass prophylaxis in the event of a declared public health emergency. However, the Parties understand that this MOU is intended as a guideline and is not binding on either Party nor does it create any right or entitlement in any third party.

Pursuant to NRS 439.410, the Health District is a public agency with jurisdiction over all public health matters within Washoe County, Nevada.

The Health District, according to the authority granted by the Centers for Disease Control and Prevention (CDC) and the Department of Homeland Security (OHS), provides mass prophylaxis to residents and visitors in Washoe County using antibiotics, vaccinations and/or medical supplies (Medications) from the CDC's Strategic National Stockpile (SNS) in the event of a declared public health emergency (Emergency) Emergencies may involve acts of terrorism, the aftermath and response to weapons of mass destruction or a naturally occurring large scale disease outbreak.

The RTC is an organization capable of receiving and administering and/or dispensing Medications to RTC staff and staff family members in a safe manner. As the RTC provides critical community services including regional transportation services, it is in the interest of all parties to maintain the continuity of operations of RTC services during an emergency by administering and/or dispensing medications to RTC staff and staff family members.

Therefore, it is the intent of the Parties as follows:

1. RTC and the Health District intend to mutually support each other in planning for an Emergency, including RTC providing a contact person(s) to work with the Health District to develop a plan whereby RTC would receive, administer and/or dispense the appropriate Medications to RTC staff and staff family members (Plan). Among other things, the Plan shall include notification methods of an Emergency by the Health District, critical staff contact information, Plan activation, storage, and administration and/or dispensing of Medications.
2. The Health District intends to provide training and education to RTC staff who will function in key positions in the administration and/or dispensing of Medications for the Plan. RTC intends to participate in a tabletop, functional or full-scale exercise to test the Plan with support from, and as

agreed upon by, the Health District and RTC.

- 3. RTC intends to provide to Health District the number of RTC staff and staff family members so that an adequate supply of Medications may be delivered to RTC upon declaration of an Emergency. The Health District will also provide printed materials (medication fact sheets and medical screening forms) with any Medications specific to the Emergency. The amount and type of Medication supplied by the Health District shall be determined solely by the Health District based on the availability of Medications to the Health District.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bill Thomas  
Executive Director  
Regional Transportation Commission of Washoe County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kevin Dick  
Washoe County District Health Officer

SAMPLE





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.25**

**TO:** Regional Transportation Commission

**FROM:** Amy Cummings, AICP/LEED AP  
Director of Planning, Deputy  
Executive Director

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Bill Thomas, AICP  
Executive Director

**SUBJECT: Cooperative agreement for funding of the McCarran Boulevard Corridor Study**

**RECOMMENDATION**

Approve the Cooperative Agreement with the State of Nevada, Nevada Department of Transportation (NDOT) for funding of the McCarran Boulevard Corridor Study; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

The RTC, in partnership with NDOT, will enter into the procurement process to retain a consultant to assist with the McCarran Boulevard Corridor Study. The purpose of this project is to conduct a multimodal analysis for transportation improvements on the McCarran Boulevard loop. The study will identify recommendations for enhancing mobility options, improving safety, and addressing economic development efforts within the corridor that could potentially have significant traffic impacts; with the goal of maintaining consistency of the roadway character throughout, where feasible and within the context of the varying land use pattern. The plan will identify short and long term improvements and develop a funding strategy. Study recommendations will be incorporated into NDOT's long-range plan and programs and the RTC Regional Transportation Plan (RTP). Authorization for the Executive Director to execute the cooperative agreement (see Attachment A) will allow the RTC to invoice NDOT for eligible expenses associated with the McCarran Boulevard Corridor Study.

**FISCAL IMPACT**

The agreement will allow for reimbursement of up to \$350,000 for expenses incurred from the McCarran Boulevard Corridor Study to be paid by NDOT through federal (SPR) and state funds.

**PREVIOUS ACTIONS BY BOARD**

There have been no previous actions related to this item.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

COOPERATIVE AGREEMENT

This Agreement is made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, Nevada 89502, hereinafter called the "RTC WASHOE".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to provide funding for the RTC WASHOE to conduct a multimodal analysis for transportation improvements on the McCarran Boulevard loop and a study to identify recommendations for enhancing mobility options, improving safety, and addressing economic development that could potentially have significant traffic impacts, hereinafter called the "PROJECT," as described in Attachment A - Scope of Work attached hereto and incorporated herein; and

WHEREAS, the current Transportation Act provides funding for all modes of transportation under which this PROJECT is eligible for eighty percent (80%) federal funds and twenty percent (20%) state matching funds; and

WHEREAS, the PROJECT has been approved for Federal State Planning and Research (SPR) funds, Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.205; and

WHEREAS, the study and multimodal analysis to be provided by the RTC WASHOE will be of benefit to the DEPARTMENT, to the RTC WASHOE, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – RTC WASHOE AGREES

1. To provide the DEPARTMENT with a plan to identify and analyze potential short- and long-term improvements to the McCarran Boulevard loop. Study recommendations will be

incorporated into the DEPARTMENT's One Nevada Transportation Plan (long-range plan) and programs and the RTC Regional Transportation Plan (RTP).

2. To bill the DEPARTMENT quarterly for actual PROJECT costs not to exceed Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00). The RTC WASHOE will provide supporting documentation to be audited to confirm that work performed conforms to DEPARTMENT and Federal Highway Administration guidelines.

3. During the performance of this Agreement, the RTC WASHOE, for itself, its assignees, and successors in interest agrees as follows:

a. Compliance with Regulations: The RTC WASHOE shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The RTC WASHOE, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RTC WASHOE shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the RTC WASHOE for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the RTC WASHOE of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status.

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

e. Sanctions for Noncompliance: In the event of the RTC WASHOE's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the RTC WASHOE under this Agreement until the RTC WASHOE complies, and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FHWA.

g. Incorporation of Provisions: The RTC WASHOE will include the provisions of Paragraphs (a) through (f) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The RTC WASHOE will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the RTC WASHOE becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the RTC WASHOE may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and the RTC WASHOE may request the United States to enter into such litigation to protect the interests of the United States.

## ARTICLE II - DEPARTMENT AGREES

1. To fund eighty percent (80%) of the PROJECT with SPR funds, estimated to be and not to exceed Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00). The estimated amount of local matching funds to be paid by the DEPARTMENT is Seventy Thousand and No/1000 Dollars (\$70,000.00). The DEPARTMENT will fund a total of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00).

2. To establish and maintain a budget for the McCarran Boulevard loop PROJECT. This budget will be maintained by the Program Development Division of the DEPARTMENT, and all invoices shall be submitted to the Program Development Division for approval and reimbursement.

3. To allow the RTC WASHOE to observe, review, and inspect PROJECT construction work with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor.

4. To observe, review, and inspect all work associated with the PROJECT during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Program Development Manager for correction.

## ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2021.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. In the event that the RTC WASHOE performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the RTC WASHOE shall forfeit any and all right to payment for such work.

4. The RTC WASHOE, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from

any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the RTC WASHOE's provision of services and work performed following termination of this Agreement and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

5. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The RTC WASHOE shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 1 through 6 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

7. The RTC WASHOE shall not proceed with said work until a copy of this fully executed Agreement is received. If the RTC WASHOE does commence with said work prior to receiving a copy of this fully executed Agreement, the RTC WASHOE shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the RTC WASHOE shall not rely on the terms of this Agreement in any way, including, but not limited to, any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the receipt of the fully executed Agreement. In the event the RTC WASHOE violates the provision of this Section, it waives any and all claims and damages against the DEPARTMENT, its employees, agents and/or affiliates, including but not limited to, monetary damages and/or any other available remedy at law or in equity.

8. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director  
Attn.: Sondra Rosenberg, Assistant Director  
Nevada Department of Transportation  
Program Development Division  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7119

Fax: (775) 888-7105  
Email: srosenberg@dot.state.nv.us

FOR RTC WASHOE:

Bill Thomas, Executive Director  
Regional Transportation Commission of Washoe County  
1105 Terminal Way  
Reno, NV 89502  
Phone: (775) 348-0400  
Fax: (775) 324-3503  
Email: bthomas@rtcwashoe.com

10. Should this Agreement be terminated by the RTC WASHOE prior to the completion of the PROJECT, the RTC WASHOE will reimburse the DEPARTMENT for all costs incurred by the DEPARTMENT up to the point of Agreement termination and because of this Agreement's termination.

11. The RTC WASHOE agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

12. The RTC WASHOE will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of the RTC WASHOE and the DEPARTMENT. The RTC WASHOE will ensure any subconsultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the RTC WASHOE and the DEPARTMENT. The RTC WASHOE shall not utilize (and shall ensure any subconsultant will not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The RTC WASHOE (and any subconsultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

13. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

14. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not

be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

15. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

16. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

17. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.



24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

26. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

27. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

28. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

29. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

30. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission of Washoe County

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_  
Director

Approved as to Legality and Form:

\_\_\_\_\_  
Deputy Attorney General

Approved as to Form:

\_\_\_\_\_  
RTC Director of Legal Services

SAMPLE

# Attachment A

## McCarran Boulevard Corridor Study

### Scope of Work

#### Purpose and Objective

**Project Limits:** Entire McCarran Boulevard Loop

**Project Objective:** The purpose of this project is to conduct a multimodal analysis for transportation improvements on the McCarran Boulevard loop. The study will identify recommendations for enhancing mobility options, improving safety, and addressing economic development efforts within the corridor that could potentially have significant traffic impacts; with the goal of maintaining consistency of the roadway character throughout, where feasible and within the context of the varying land use pattern. The plan will identify short and long term improvements and develop a funding strategy. Study recommendations will be incorporated into the Nevada Department of Transportation's (NDOT) long-range plan and programs and the RTC Regional Transportation Plan (RTP).

**Project Need:** McCarran Boulevard is a ring road approximately 23 miles in length that largely encircles the Reno-Sparks urbanized area and sections of the roadway carry some of the highest traffic volumes in the region, including high percentages of freight traffic. It also provides direct access to some of the largest employers in the region and has multiple interchanges with the Interstate system as well as other major freeway and arterial facilities such as US 395 and Pyramid Highway. The character of the McCarran Boulevard corridor varies widely throughout the region. Sections of the roadway are highly urbanized while others are more suburban or rural in nature. The roadway traverses industrial, commercial, and residential land uses, and has varying speed limits and traffic patterns throughout. Sections of McCarran Boulevard are also utilized by several transit routes operated by RTC. Due to the varying nature of development that has occurred alongside the corridor over the past several decades, and the piecemeal construction of the roadway itself, McCarran Boulevard does not necessarily function or operate in the manner it was intended to as a high capacity bypass or beltway. There have been several localized studies and improvements implemented along sections of McCarran in recent years that weren't necessarily completed within the context of the roadway as a whole. This has resulted in somewhat of an "identity crises" for the ring road, and this project seeks to establish a consistent framework for improvements going forward.

The CONSULTANT is responsible for carrying out tasks 1 through 4 as listed below to conduct the McCarran Boulevard Corridor Study. To conduct this work the RTC will provide the consultant the Model output runs and copies of prior RTC studies.

## **Task 1: Project Management**

- 1.1 Perform day-to-day work to administer interrelated activities, manage personnel and resources, prepare and submit monthly invoices, monitor schedules and budgets, and prepare and distribute project progress reports as required.
- 1.2 Organize and conduct an initial kick-off meeting to clarify and refine study schedule, discuss overall study objectives, establish project management team's roles and responsibilities, and identify potential information sources.
- 1.3 Organize and conduct weekly status meetings (or as needed) with the RTC staff to explain the study progress, details and seek consensus on the tasks and milestones.
- 1.4 Provide frequent communication with RTC project manager and assistant project manager, team leads, and subconsultants to ensure that all project activities move forward in a coordinated manner.
- 1.5 Follow a documented QA/QC program so that all project deliverables meet or exceed the appropriate standard of care. Within two weeks of the notice to proceed (NTP), the consultant team will provide a detailed work plan for the project. The work plan will be delivered to the RTC project manager/assistant project manager for review and comment.
- 1.6 Provide materials to RTC staff to present to the RTC Board and Advisory Committees.

### ***Deliverables:***

- Quality Control Plan,
- Schedule,
- Presentation and meeting materials where applicable, and
- Monthly invoices.

## **Task 2: Information Gathering and Analysis**

- 2.1 CONSULTANT will compile all information into a GIS database where layers will be created to identify the limits of each plan, study, or project, issues discussed and recommendations provided. A detailed description of the data that will be included in the database is provided in subsequent tasks. This methodology will provide the stakeholders with an understanding of the time and spatial distribution of issues and recommendations as well as overlaps and gaps that may exist.
- 2.2 CONSULTANT will review and synthesize the analysis and recommendations of other recent studies and projects in the corridor as well as the results of the additional traffic operations and safety analyses as described herein. Studies and projects include but are not limited to the following:
  - NDOT Road Safety Assessments (RSAs) and Safety Management Plans SMPs

- Proposed projects in the existing RTP, One Nevada Transportation Plan, Nevada State Freight Plan, and Statewide Transportation Improvement Program (eSTIP)
- Relevant Traffic Impact Studies (TIS) for pending development proposals
- Land use master plans for the jurisdictions of the City of Reno, City of Sparks, and Washoe County

**2.3** CONSULTANT will undergo a data collection effort to identify roadway characteristics on McCarran Boulevard. As part of this task, the team will:

- Identify the existing roadway geometry including such features as number of travel lanes, existing right-of-way, traffic control at intersections as well as mid-block crossing, multimodal facilities (sidewalks, bike lanes, off-street paths), access control, and roadway lighting.
- Provide traffic data such as posted speed limits, existing annual average daily traffic (AADT) volumes, AM and PM peak period intersection level of service (LOS) and/or bottleneck data, and roadway operation metrics (speed and travel time data, user delay, etc.).
- Provide safety data such as the number, frequency, and severity of crashes, as well as the type of crashes. Highlight crashes resulting in fatalities and those which involved pedestrians or bicyclists.
- Coordinate with RTC staff to obtain forecast traffic data such as AADT and LOS.

**2.4** CONSULTANT will consolidate all the pedestrian and bicycle facility needs, solutions and strategies throughout the corridor previously identified within the completed or ongoing studies. To perform this task the CONSULTANT will:

- Identify gaps or barriers in the pedestrian and bicycle network
- Identify the pedestrian crossing desire lines and accessibility at pedestrian traffic generators such as shopping centers, civic services, and existing transit stop locations.
- Identify intersections with potential speed and sight distance issues that would create safety concerns or an increased risk for conflicts between vehicles and pedestrians and/or bicyclists.

**2.5** CONSULTANT will collect information from NDOT regarding pavement conditions along McCarran Boulevard with a focus on:

- Identifying pavement needs and strategies in the corridor.

- b. Providing recommendations on prioritization for potential improvements based on any opportunities identified through pavement preservation/maintenance needs.

CONSULTANT will perform an evaluation of the transit elements as below:

- a. Coordinate with RTC to collect information on transit stop characteristics including, stop utilization, accessibility, and programmed or planned improvements.
- b. Identify potential locations adjacent to the roadway or within the corridor for park and ride lot opportunities.

***Deliverables:***

- GIS Database,
- Technical Memo documenting inventory, identified issues and implementation strategies for elements listed above.

**Task 3: Stakeholder Engagement and Public Involvement**

- 3.1 CONSULTANT will facilitate bi-monthly project Technical Advisory Committee (TAC) meetings, including representatives from RTC, NDOT, Cities of Reno and Sparks, Washoe County, and other agencies as appropriate, to be held during the study period. The purpose of the TAC is to review technical study issues and provide technical guidance for development of strategies by the stakeholder group. A total of five (5) meetings is anticipated to be conducted for the duration of the project.
- 3.2 CONSULTANT will undertake public involvement activities with the goal of maintaining a dialogue as to the future of the corridor. This will be accomplished through active engagement of stakeholder groups and activities as follows:
  - a. In coordination with staff, the CONSULTANT shall develop presentation materials to convey progress throughout the development of the study.
  - b. The Consultant shall identify community activities that provide potential opportunities to engage the public and solicit feedback on the study.
  - c. The CONSULTANT shall compile the results of public engagement into a Public involvement memorandum.
  - d. The CONSULTANT shall reserve social media accounts and develop a website to serve as an information resource regarding development of the study. Management of the pages will include proactively posting appropriate project information, graphics, and photographs, connecting with appropriate agencies and stakeholders, and monitoring online conversations to correct misinformation. The CONSULTANT will develop a monthly schedule of messages in coordination with RTC project management and communications to be posted several times each week.

- 3.3** CONSULTANT will develop a comprehensive Stakeholder database for review and approval by RTC. Consultant will maintain and update the database in a format approved by the RTC. The consultant will provide the RTC with the final database at the end of the study.
- 3.4** CONSULTANT will conduct up to 10 stakeholder meetings with neighborhood groups, businesses, or other interested organizations with a stake in project implementation along the corridor. The purpose of the meetings are to: receive feedback and validation from the stakeholders on existing studies, planned projects and initiatives and other pertinent corridor information; listen and document stakeholder issues with respect to project implementation; develop criteria to help inform priorities and implementation strategies. Stakeholder activities may include:
- Data identification (including existing plans),
  - Data validation,
  - Data organization,
  - Immediate, short, and long-range action plans,
  - Identify implementation strategies,
  - Data integration with identified strategies,
  - Negotiate formal and informal agreements as necessary, and
  - Strategies to advocate for the future of McCarran Boulevard with the broader community.
- 3.5** The CONSULTANT will coordinate with RTC staff on all logistics for the stakeholder meetings including invites, securing meeting locations, agendas, meeting materials, and equipment and meeting and action items. The consultant will provide a final Stakeholder engagement memorandum to the RTC at the end of the study.

***Deliverables:***

- Agenda, meeting materials and minutes of meetings,
- Public involvement memorandum, and
- Stakeholder engagement memorandum.

**Task 4: Implementation and Financing Plan**

- 4.1** Under this task CONSULTANT will identify funding sources and prepare an implementation plan for short and long term improvements. CONSULTANT, along with input from stakeholders, will use a range of metrics to evaluate potential improvements, prior to including them in an overall implementation plan for the corridor. The evaluation information will be displayed in a typical criteria matrix format. This type of display will enable decision makers to see, at a glance, how each project or strategy compares overall. This evaluation matrix will be used to develop a tentative list of projects and strategies by proposed

implementation order. The list could be divided into sub lists of projects of similar types, such as pedestrian/streetscape improvements. Stakeholder input is critical at this stage prior to finalizing a list of projects by proposed implementation order. Additionally, the CONSULTANT's team will identify potential funding sources in a parallel effort and will enhance stakeholder's capacity to secure resources in the future.

- 4.2 CONSULTANT will prepare a conceptual design level plan for improvements and strategies. This will include concept layouts, cost estimates, and right of way needs.
- 4.3 CONSULTANT will prepare a draft implementation and financing plan and distribute it for review to the RTC, City of Reno, and other partner agencies.
- 4.4 CONSULTANT will revise the draft implementation and financing plan based on the comments from the RTC, NDOT, Cities of Reno and Sparks, Washoe County and other partner agencies and present the plan to the stakeholders.
- 4.5 CONSULTANT will incorporate comments and produce the Final Implementation and Financing Plan.

#### ***Deliverables***

- Electronic copy of the draft report to the RTC, and participating agencies,
- Electronic copy of the revised report to the RTC and stakeholders, and
- Six 6 hard copies of the final report and 15 electronic copies.

#### **Data to be provided by RTC**

- Model output runs and other data sources
- Copies of prior RTC studies





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.26**

**TO:** Regional Transportation Commission

**FROM:** James Gee  
Service Planning and Innovation  
Manager

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

**SUBJECT: Procurement for the selection of Professional Services for the 2022-2026 Transit Optimization Plan (TOP)**

**RECOMMENDATION**

Authorize a Request for Proposals (RFP) for the selection of Professional Services for the 2022-2026 Transit Optimization Plan (TOP.)

**SUMMARY**

The FY 2022-2026 TOP (formerly called the Short Range Transit Plan) is the operating and capital program to guide transit delivery over the next five years. The RTC Board approved the last transit plan in May 2017.

This procurement will begin the process of a qualifications-based selection to select a consultant to perform an analysis of RTC's public transit services. The plan development is expected to include comprehensive research of all facets of RTC's public transit services, including service, performance, peer review, standards, policies, and technology. This plan will also include the consultant's recommendations based on current best practices for optimizing service, operations, capital needs, and technology improvements.

**FISCAL IMPACT**

Funds are available in the FY 2021 budget for the development of this plan.

**PREVIOUS ACTIONS BY BOARD**

There has been no previous board action on this matter.

## **ADDITIONAL BACKGROUND**

The RTC is requesting proposals from qualified professional firms to develop RTC’s 2022-2026 TOP strategies that will be used by the RTC to guide transit service delivery and capital needs for the period of the plan. The plan development is expected to include comprehensive research of all facets of RTC’s public transit services, including service performance, peer review, standards, policies, and technology. This plan will also include the Consultant’s recommendations based on current best practices for optimizing service, operations, capital needs, and technology improvements. The plan development should also include an overall recommendation for service optimization based on the financial review and forecasts with recommendations for potential service expansion or contraction and any potential Title VI impacts. Title VI includes Environmental Justice (EJ), Limited English Proficiency (LEP), and Equity as identified in the Scope of Service.

The expectation of the Consultant is to:

- A. Engage the public and communities of the Truckee Meadows and seek their participation based on current best practices.
- B. Develop a comprehensive review and analysis of all aspects of public transportation services with recommendations for improvements, optimization, equity, and all forms of sustainability.
- C. Review and recommend policies and standards for the expansion of service, the contraction of service, and making cost/revenue neutral changes.
- D. Conduct a peer review comparing RTC with up to 10 peer transit systems.
- E. Develop strategies for retaining current riders and bringing in new riders based on current best practices.
- F. Make recommendations of improvements for technology used by RTC.
- G. Make recommendations for private-public partnership opportunities.
- H. Develop a sustainable five-year operations and capital plan and financial forecast.
- I. Make recommendations of improvements for Customer Service practices.
- J. Throughout, describe Best Practices in the industry and then incorporate them where beneficial for the RTC’s public transportation services and the community.

The evaluation criteria for responses to the RFP are shown below.

	<b>Criteria</b>	<b>Points</b>
1.	Project Understanding and Approach	40
2.	Qualifications and Past Experience	30
3.	Cost	30
	<b>TOTAL</b>	<b>100</b>

Each proposal received will be scored by an evaluation committee, which may include interviews with selected respondents. The evaluation committee will take all information provided in the submitted proposals, including the proposed pricing into consideration in making its award recommendation to be presented at a future board meeting in the second quarter of 2021. Once a notice to proceed is issued, it is anticipated that the project will take six months to complete.

Attachment

## SCOPE OF SERVICES

The RTC is requesting proposals from qualified professional firms to develop RTC's 2022-2026 Transit Optimization Plan Strategies (TOPS), which will be used to guide transit service delivery and capital needs for the period of the plan. The plan development is expected to include comprehensive research of all facets of RTC's public transit services, including performance, peer review, standards, policies, and technology. This plan will also include the Consultant's recommendations based on current best practices for optimizing service, operations, capital needs, and technological improvements. The plan development should also include an overall recommendation for service optimization based on the financial review and forecasts and include recommendations for potential service expansion or contraction, and include the resulting effects on Title VI for any recommended service change. Please note Title VI includes Environmental Justice (EJ), Limited English Proficiency (LEP), and Equity throughout the rest of the Scope of Services section.

The expectation of the Consultant is to:

- A. Engage the public and communities of the Truckee Meadows and seek their participation based on current best practices.
- B. Develop a comprehensive review and analysis of all aspects of public transportation services with recommendations for improvements, optimization, equity, and all forms of sustainability.
- C. Review and recommend policies and standards for the expansion of service, the contraction of service, and making cost/revenue neutral changes.
- D. Conduct a peer review comparing RTC with up to 10 peer transit systems.
- E. Develop strategies for retaining current riders and bringing in new riders based on current best practices.
- F. Make recommendations of improvements for technology used by RTC.
- G. Make recommendations for private-public partnership opportunities.
- H. Develop a sustainable five-year operations and capital plan and financial forecast
- I. Make recommendations of improvements for Customer Service practices.
- J. Throughout, describe Best Practices in the industry and then incorporate them where beneficial for the RTC's public transportation services and the community.

### **TASKS**

The following tasks represent, at a minimum, the services RTC expects each proposal to include.

#### **TASK 1 - Public Participation/Community Outreach**

The Consultant shall develop in the first month and implement upon approval a community engagement and participation strategy complying with all elements of Title VI and Environmental Justice rules and regulations. Special outreach efforts should be made to reach the LEP populations and other advocacy groups. Proposers shall describe the strategy they intend to implement including details like the number of public meetings, outreach efforts, marketing of the events, social media efforts, project website deployment, and other details necessary to fully engage and have the community participate. The information, data, results, and Consultant recommendations shall be recorded and reported for incorporation into the final TOPS document. All community outreach and public involvement activities shall be coordinated with RTC staff and all materials will be approved by RTC prior to publication and/or presentation. The Consultant will be responsible for public meeting notices and shall develop media packages, newspaper notices, mailings for community associations, and flyers for RTC to post/distribute on buses.

In addition to community and stakeholder meetings, the Consultant will make up to two (2) presentations to RTC Advisory Committees and two (2) status updates to the RTC Board. The Consultant will develop and provide all presentation materials.

**Deliverable** – The community engagement and participation plan, as approved by the RTC, the facilitation of community and stakeholder meetings, including development of all presentation materials, and a working paper that evolves and is updated throughout the project and maintains compliance with Title VI requirements. A final project end summary report for inclusion in the final plan that includes Consultant recommendations.

## **TASK 2 – Comprehensive Review of Existing Public Transportation Services, Operations, Capital, Studies, Plans, Fares, Fare Structure, Payment Methods, Technology, Title VI, and Necessary Data**

The Consultant shall comprehensively review and analyze RTC’s public transportation services (RIDE, ACCESS, FlexRIDE, Smart Trips (vanpool, rideshare, other transportation methods)), operations (e.g.; ridership, fares, on-time performance, segment analysis, technology, etc.), and capital as it is currently and the effects the “studies, plans, and data” indicate for the future. Consultant shall review upcoming major build projects, land use plans and population forecasts from all jurisdiction as well as Regional Transportation Plan to gain an understanding of Truckee Meadow’s plan for future. This review is to determine if the RTC is on track to meet the goals and the intent of the plans for the Truckee Meadows communities. Finally, the Consultant shall make recommendations based on this study, in conjunction with the public engagement and participation task, to ensure the RTC is meeting the needs of the community in all aspects of service delivery, operations, and capital needs and investments.

The Consultant shall also review and analyze the existing standards, studies, policies (operating and fare), plans, and data to develop an understanding of current public transit services and community needs. The Consultant shall review and analyze current service (all aspects, including technology and sustainability), operations (all aspects including technology), and capital for performance, using both typical transit measures and customer facing or related measures. The Consultant shall review and analyze how effective and efficient public transportation services are in our area, as well as how these services are at meeting the needs of the Truckee Meadows communities, which include analysis of socioeconomic and demographic data, always tying back to Title VI requirements. Additionally, RTC ACCESS should be evaluated for methods and opportunities of moving ACCESS trips to RIDE.

**Deliverable** – Technical Memorandum summarizing the current transportation services, operations, capital, plans, studies, and data, including available socioeconomic data for our community and compliance with Title VI.

## **TASK 3 – Standards for Changes in Service**

The Consultant shall review the existing service standards (including Title VI standards) for fixed route, paratransit, and microtransit services. The Consultant shall identify any standards which should be modified, and develop criteria to be used by RTC staff to guide future modifications in service. The Consultant shall also develop a recommendation for a performance monitoring program to be used by RTC for ongoing evaluation of its services.

**Deliverable** – Technical Memorandum outlining criteria for changes in service and a recommendation for a revised performance monitoring program for incorporation into the TOPS.

#### **TASK 4 – Peer Review**

The Consultant shall describe the existing services and analyze performance. This review will include a system-level peer comparison of up to ten (10) transit systems for both fixed-route and demand response, which would include productivity and per capita measurements. The Consultant shall identify the candidate peer transit systems for approval by RTC staff. A review of available transit plans, technology, and National Transit Database (NTD) information will be included in the peer comparison.

**Deliverable** – Technical Memorandum summarizing the results of the peer review for incorporation into the TOPS.

#### **TASK 5 – Strategies for Retaining Ridership and Attracting New Riders**

The Consultant shall recommend, in conjunction with best practices and Title VI requirements; methods, strategies, technology, and/or plans to increase ridership on RTC's RIDE and FlexRIDE services. The consultant shall recommend strategies to provide positive images for public transit within the community.

**Deliverable** – Technical Memorandum summarizing the research methods, data, and conclusions leading to the Consultant's recommendations. This work will be incorporated into the TOPS.

#### **TASK 6 – Technology Review Report and Recommendations**

The Consultant shall review all technologies used or connected to RTC's public transit services, operations, customer service, riders, and others to see how to better utilize the technology currently in use, determine if there are opportunities to simplify the use of technology, and consolidate technologies.

The Consultant shall combine the information for any technology used in all the tasks, collected in the research in all the tasks, and recommend what steps can be taken to improve, consolidate, and simplify the technology so that these systems become easier to us by their respective users. The consultant shall weight the annual license and maintenance costs of any technology prior to recommendation. The RTC will supply a diagram that outlines some of the current technology and how the different technologies are connected. The Consultant shall update this diagram as necessary, and develop recommendations to improve the customer experience including opportunities for simplification and consolidation.

**Deliverable** – Technical memorandum summarizing the technology, their connection or use, and recommendations for improvement.

#### **TASK 7 – Public-Private Partnership**

The Consultant is to examine potential opportunities to begin creating and establishing long-term public-private partnerships for the purpose of leveraging the investment made by public transit in Truckee Meadows communities, creating opportunities for improving and increasing economic development, and improve the environmental impact in the Truckee Meadows and surrounding area.

The Consultant shall review existing public-private partnerships, examine the Truckee Meadows communities for other public-private partnerships, and develop standards and policies for entering into, maintaining, and growing any public-private partnership. The Consultant shall also identify any existing state and local regulations that inhibit public-private partnerships and make recommendations for new legislation.

**Deliverable** – Technical Memorandum summarizing the current public-private partnerships, recommended opportunities for new public-private partnerships, and recommend standards and policies for public-private partnerships for sustainability. This memorandum will be used to pursue the recommended public-private partnerships and the standards and policies will be incorporated into the TOPS.

### **TASK 8 – Develop a Five-Year Capital and Operating Plan**

The Consultant shall create a five-year operating and capital plan (2022-2026) that will be used by the RTC to guide its service, operations, and capital delivery for this period.

This plan shall incorporate and prioritize any findings of the system analysis (see TASK 2 above), as well as recommendations developed through the public participation task and the strategies for increasing ridership task.

The consultant shall coordinate with RTC staff regarding 5-year forecasting methodologies for the TOPS. The forecast will incorporate available financial data and assumptions from RTC. The Consultant shall provide projections for ridership, service hours, and vehicles for the five-year period. The consultant shall develop a status quo and an optimal scenario when more funds are available. The Consultant should also consider future economic downturns and its impacts on service and the service area. The Consultant shall work in close coordination with the RTC Finance Department to deliver a MS Excel file that documents how the agency intends to fund and operate the transit system for the five-year period. This task applies to all public transportation services (RIDE, ACCESS, and FlexRIDE). The consultant shall look at feasible strategies to increase funding for public transit and make recommendation to achieve these strategies.

Features of the Excel file should include:

- A document that provides a feature for the ability to perform “what if” analyses
- A report index and a single page summary of the results
- A document that can create and recall any number of forecast scenarios
- Provides for various financing sources

Recommended changes will serve as the service, operating, and capital plans contained within the TOPS and will guide service development towards the transit goals of the RTP.

The Consultant shall also recommend future capital requirements necessary for improved service. Based on those future capital needs, the Consultant shall recommend as necessary amendments to the Fixed-Route Contingency Fleet Plan, Vehicle Management Plan, Vehicle Replacement Schedule, and bus stops, which includes spacing, ADA access, and amenities.

**Deliverable** – Technical Memorandum consisting of the recommended five-year capital and operating plan. Recommendations for service, operating, and capital improvements that could be implemented in 2022 must be completed by January 7, 2022. Recommendations for FY 2022-2026 will be included in the final TOPS.

## **TASK 9 – Customer Service and Practices**

The effort in this task is to review RTC's customer service process, procedures, and effectiveness and make recommendations for improvement or enhancement.

The Consultant shall review the practices and procedures of RTC's customer service, compare to RTC's policies and procedures, and with established best practices. The Consultant then shall recommend any improvements, concepts, or ideas to enhance customer service practices and operations. Finally, recommend any standards, policies, or procedures that the RTC should incorporate into the TOPS.

**Deliverable** – Technical memorandum explaining method of review or analysis, findings of comparison to RTC policies and procedures, and established best practices. Additionally, recommend any standards, policies, or procedures that should be incorporated by the RTC.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 3.27**

**TO:** Regional Transportation Commission

**FROM:** Dale Keller, P.E.  
Engineering Manager

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

**SUBJECT: Approve the Procurement for the Selection of Construction Management Services for the Lemmon Drive Project**

**RECOMMENDATION**

Authorize the procurement of Construction Management Services for the Lemmon Drive Segment 1 Widening Project.

**SUMMARY**

The Regional Transportation Commission of Washoe County (RTC), in coordination with the City of Reno, Washoe County, and the Nevada Department of Transportation (NDOT), is currently in the final design phase of the Lemmon Drive Project (Project).

The Project will widen Lemmon Drive from four (4) lanes to six (6) lanes from US 395 to Military Road, and construct a Diverging Diamond Interchange (DDI) at the US 395/Lemmon Drive Interchange.

The Design Engineering Consultant is Jacobs Engineering, Inc. (Jacobs). Jacobs will provide engineering support services during construction of the Project under the existing Design Services agreement with the RTC.

This Request for Proposals (RFP) seeks to select one (1) firm for construction management services during construction of the proposed improvements.

**FISCAL IMPACT**

Appropriations are included in the FY 21 Budget and FY 21 Program of Projects.



**PREVIOUS ACTIONS BY BOARD**

September 18, 2020	Received an update on the project
August 20, 2020	Received an update on the project
July 17, 2020	Received an update on the project
June 19, 2020	Received an update on the project
May 22, 2020	Received an update on the project
September 20, 2019	Approved the Professional Services Agreement (PSA) with Jacobs Engineering for the design of the Lemmon Drive Project
May 20, 2019	Approved the Procurement for the Selection of Engineering Professional Services for Design the Lemmon Drive Project



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 4.1**

**TO:** Regional Transportation Commission

**FROM:** Amy Cummings, AICP/LEED AP  
Deputy Executive Director/Director  
of Planning

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

**SUBJECT: Amendment No. 3 to the FFY 2020-2024 Regional Transportation Improvement Program**

**RECOMMENDATION**

Approve the resolution adopting Amendment No. 3 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process.

**SUMMARY**

RTC staff is proposing Amendment No. 3 to the RTIP to split the Lemmon Drive widening project into two separate projects. The current project limits are from the interchange with US 395 to Chickadee Drive, with a gap between Military Drive and Fleetwood Drive. The proposed new limits would be from US 395 to Military Drive for Segment 1 and from Fleetwood Drive to Chickadee Drive for Segment 2. Segment 1 will also include improvements to the interchange with US 395.

In addition to the changes to the Lemmon Drive project, Federal Transit Administration (FTA) funding will be transferred from the Building Renovation program to the development of a northbound Bus Rapid Transit (BRT) station on Virginia Street across from the Peppermill. This project is envisioned to be part of a potential future joint development opportunity in the recently completed RTC Affordable Housing Study. Other changes include updated projects with revised funding estimates now that they have moved further along in design. An air quality analysis for the proposed amendment was not required as there are no new capacity projects. The project listing is attached (Attachment C).

As the Metropolitan Planning Organization (MPO) for the region, the RTC must periodically adopt a self-certification statement. This statement certifies that the RTC is carrying out the metropolitan planning process in accordance with all applicable requirements.

**FISCAL IMPACT**

Funding for the project cost estimates in the proposed amendment has been budgeted based on anticipated federal, state and local revenue sources.

**PREVIOUS ACTIONS BY BOARD**

May 22, 2020            Approved Amendment No. 2 to the FFY 2020-2024 RTIP

December 20, 2019    Approved Amendment No. 1 to the FFY 2020-2024 RTIP

September 20, 2019    Approved the FFY 2020-2024 RTIP

**ADDITIONAL BACKGROUND**

An air quality analysis for the proposed amendment was not required as the proposed new projects are not capacity-related and are exempt from an analysis.

A public comment period preceded this public hearing (October 30-November 19). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal per the RTC Public Participation Plan. No comments have been received to date.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

The Citizens Multimodal Advisory Committee met on November 4, 2020, and the Technical Advisory Committee met on November 5, 2020, and both committees recommended approval of the amendment.

Attachments

**RESOLUTION**

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 3 TO THE FEDERAL FISCAL YEARS (FFY) 2020-2024 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.**

**WHEREAS**, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

**WHEREAS**, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

**WHEREAS**, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2020-2024 RTIP which includes all federal and non-federal regionally significant transportation projects; and

**WHEREAS**, the RTC finds Amendment No. 3 to the FFY 2020-2024 RTIP in conformance with the 2040 Regional Transportation Plan (RTP) ; and

**WHEREAS**, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP amendment conforms with the intent of the State Air Quality Implementation Plan; and,

**WHEREAS**, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2020-2024 RTIP is limited to projects for which funds are available or committed; and

**WHEREAS**, the FFY 2020-2024 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

**NOW, THEREFORE, BE IT RESOLVED** that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 3 to the FFY 2020-2024 Regional Transportation Improvement Program.

**CERTIFICATE**

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on November 20, 2020.

\_\_\_\_\_  
Bob Lucey, Chair  
Regional Transportation Commission

STATE OF NEVADA     )  
                                   §  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2020, by \_\_\_\_\_, Chair of the Regional Transportation Commission.

\_\_\_\_\_  
Notary Public

**Regional Transportation Commission of Washoe County  
MPO Self Certification and Federal Certification**

The Regional Transportation Commission of Washoe County (RTC) certifies that the metropolitan planning process is being carried out in accordance with all applicable requirements including:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR Part 450;
2. Sections 174, 176(c) and 176(d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c), 7506(d)), and 40 CFR Part 93;
3. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) and 49 CFR Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender;
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities; and
11. Public notice of public involvement activities and time established for public review and comment on the Regional Transportation Improvement Program will satisfy the Program of Projects requirements of the Section 5307 Program.

**CERTIFICATE**

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a certification adopted at a legally convened meeting held on November 20, 2020.

---

Bob Lucey, Chair  
Regional Transportation Commission

Amendment 21-01 RTC Washoe  
**Transportation Improvement Program Fiscal Year 2021 - 2024**

9 Projects Listed

**WA20170133** (Ver 5) 21-01 **LOCAL**

**Title:** Lemmon Drive Widening - Package 1 (NEPA)  
**Description:** Widen Lemmon Drive from 2 to 4 lanes, and from 4 to 6 lanes.

**Project Type:** Rd Expansion **AQ:** Non-Exempt **TCM:** Yes **NDOT:** District 2

**County:** Washoe **Limits:** From US 395 to Military Drive of Distance (mile) 0.9

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Local Fund	\$3,000,000	\$0	\$0	\$0	\$3,000,000
<b>2021-2024 TOTAL</b>		<b>\$3,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,000,000</b>
<b>ALL YEARS TOTAL</b>		<b>\$3,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,000,000</b>

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

**WA20190037** (Ver 3) 21-01 **STATE**

**Title:** Lemmon Drive Widening Segment 1  
**Description:** Roadway widening from 4 to 6 lanes and interchange reconstruction.

**Project Type:** Rd Expansion **AQ:** Non-Exempt **TCM:** No **NDOT:** District 2

**County:** Washoe **Limits:** From US 395 to Military Road of Distance (mile) .9

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Local Fuel Tax - RTCWA	\$2,000,000	\$1,500,000	\$0	\$0	\$3,500,000
2022	Local Fuel Tax - RTCWA	\$0	\$0	\$9,000,000	\$0	\$9,000,000
2022	State Gas Tax	\$0	\$0	\$10,000,000	\$0	\$10,000,000
<b>2021-2024 TOTAL</b>		<b>\$2,000,000</b>	<b>\$1,500,000</b>	<b>\$19,000,000</b>	<b>\$0</b>	<b>\$22,500,000</b>
<b>ALL YEARS TOTAL</b>		<b>\$2,000,000</b>	<b>\$1,500,000</b>	<b>\$19,000,000</b>	<b>\$0</b>	<b>\$22,500,000</b>

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

Amendment 21-01 RTC Washoe  
**Transportation Improvement Program Fiscal Year 2021 - 2024**

**9 Projects Listed**

**WA2020070** (Ver 1) 21-01 **LOCAL**

**Title:** Lemmon Drive Widening Segment 2 (Package 1 - NEPA)

**Description:** Widen from 2 to 4 lanes and stormwater improvements.

**Project Type:** Rd Expansion

**AQ:** Non-Exempt

**TCM:** No **NDOT:** District 2

**County:** Washoe

**Limits:** From Fleetwood Drive to Chickadee Drive of Distance (mile) 1.8

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Local Fuel Tax - RTCWA	\$1,000,000	\$0	\$0	\$0	\$1,000,000
<b>2021-2024 TOTAL</b>		<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000,000</b>
<b>ALL YEARS TOTAL</b>		<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000,000</b>

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

**WA20190040** (Ver 4) 21-01 **FEDERAL**

**Title:** Pyramid Highway/US 395 Connector - Package 2

**Description:** Widen the roadway from 4 to 6 lanes, construct multimodal, operational, stormwater management, and traffic safety improvements.

**Project Type:** Rd Expansion

**AQ:** Non-Exempt

**TCM:** No **NDOT:** District 2

**County:** Washoe

**Limits:** From Queen Way to Golden View Drive of Distance (mile) 1.4 Milepost begins at 1 ends at 2.4

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Hghwy Infra WA	\$0	\$3,965,885	\$0	\$0	\$3,965,885
2021	Local Fund	\$0	\$2,034,115	\$0	\$0	\$2,034,115
2021	STBG WA	\$0	\$0	\$0	\$0	\$0
2022	FHWA Grant	\$0	\$0	\$23,000,000	\$0	\$23,000,000
2022	Local Fund	\$0	\$0	\$9,345,885	\$0	\$9,345,885
2022	STBG WA	\$0	\$0	\$8,034,115	\$0	\$8,034,115
2022	State Match - Nv	\$0	\$0	\$5,000,000	\$0	\$5,000,000
<2021	Prior	\$2,720,000	\$0	\$0	\$0	\$2,720,000
<b>2021-2024 TOTAL</b>		<b>\$0</b>	<b>\$6,000,000</b>	<b>\$45,380,000</b>	<b>\$0</b>	<b>\$51,380,000</b>
<b>ALL YEARS TOTAL</b>		<b>\$2,720,000</b>	<b>\$6,000,000</b>	<b>\$45,380,000</b>	<b>\$0</b>	<b>\$54,100,000</b>

MPO **RTC Washoe**

Lead Agency **RTC Washoe**



Amendment 21-01 RTC Washoe  
**Transportation Improvement Program Fiscal Year 2021 - 2024**

9 Projects Listed

**NV20110309** (Ver 9) 21-01 **FEDERAL**

**Title:** RIDE Capital - Bldg. Renovations

**Description:** Building Renovations and Upgrades - Annual Program

**Project Type:** Transit-Capital & Rehab

**AQ:** Exempt, Mass Transit - Reconstruction or renovation of transit structures.

**TCM:** No **NDOT:** District 2

**County:** Washoe

**Limits:** Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	FTA 5307 Lrg Urb Capital	\$0	\$0	\$200,000	\$0	\$200,000
2021	FTA 5339 Bus/Fac Lrg Urb Capital	\$0	\$0	\$345,000	\$0	\$345,000
2021	Local Fund	\$0	\$0	\$136,250	\$0	\$136,250
2022	FTA 5307 Lrg Urb Capital	\$0	\$0	\$200,000	\$0	\$200,000
2022	FTA 5339 Bus/Fac Lrg Urb Capital	\$0	\$0	\$200,000	\$0	\$200,000
2022	Local Fund	\$0	\$0	\$173,684	\$0	\$173,684
2022	STBG WA	\$0	\$0	\$1,400,000	\$0	\$1,400,000
2023	FTA 5307 Lrg Urb Capital	\$0	\$0	\$90,000	\$0	\$90,000
2023	FTA 5339 Bus/Fac Lrg Urb Capital	\$0	\$0	\$90,000	\$0	\$90,000
2023	Local Fund	\$0	\$0	\$45,000	\$0	\$45,000
2024	FTA 5307 Lrg Urb Capital	\$0	\$0	\$90,000	\$0	\$90,000
2024	FTA 5339 Bus/Fac Lrg Urb Capital	\$0	\$0	\$90,000	\$0	\$90,000
2024	Local Fund	\$0	\$0	\$45,000	\$0	\$45,000
<2021	Prior	\$0	\$0	\$7,518,125	\$0	\$7,518,125
<b>2021-2024 TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$3,104,934</b>	<b>\$0</b>	<b>\$3,104,934</b>
<b>ALL YEARS TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$10,623,059</b>	<b>\$0</b>	<b>\$10,623,059</b>

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

Amendment 21-01 RTC Washoe  
**Transportation Improvement Program Fiscal Year 2021 - 2024**

9 Projects Listed

**WA20190043** (Ver 4) 21-01 **LOCAL**

**Title:** Sky Vista Parkway Widening

**Description:** Widen roadway from 2 to 4 lanes.

**Project Type:** Rd Expansion

**AQ:** Non-Exempt

**TCM:** No **NDOT:** District 2

**County:** Washoe

**Limits:** From Lemmon Drive to Silver Lake Road of Distance (mile) 1.5

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Local Fuel Tax - RTCWA	\$1,800,000	\$0	\$0	\$0	\$1,800,000
2022	Local Fuel Tax - RTCWA	\$0	\$0	\$4,000,000	\$0	\$4,000,000
2022	RRIF (Regional Road Impact Fees) - RTCWA	\$0	\$0	\$10,000,000	\$0	\$10,000,000
<b>2021-2024 TOTAL</b>		<b>\$1,800,000</b>	<b>\$0</b>	<b>\$14,000,000</b>	<b>\$0</b>	<b>\$15,800,000</b>
<b>ALL YEARS TOTAL</b>		<b>\$1,800,000</b>	<b>\$0</b>	<b>\$14,000,000</b>	<b>\$0</b>	<b>\$15,800,000</b>

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

**WA20180057** (Ver 5) 21-01 **FEDERAL**

**Title:** US 395, NORTH OF RENO, GOLDEN VALLEY INTERCHANGE TO STEAD INTERCHANGE IMPROVEMENTS

**Description:** CONSTRUCT TRAVEL LANE SB, CONSTRUCT NEW BRAIDED RAMP AT PANTHER VALLEY INTERCHANGE, CONSTRUCT LEMMON DDI, NORTH OF LEMMON VALLEY, 2 INCH COLDMILL WITH 3 INCH PLANTMIX BITUMINOUS SURFACE AND OPEN GRADE, CONSTRUCT ADDITIONAL TRAVEL LANE NB, GOLDEN VALLEY INTERCHANGE TO STEAD INTERCHANGE. MP WA 31.107 TO MP WA 33.941

**Project Type:** Rd Recons/Rehab/Resur

**AQ:** Non-Exempt

**TCM:** No **NDOT:** District 2

**County:** Washoe

**Limits:** Primary Interchange: Golden Valley, Secondary Interchange: Stead

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	State Gas Tax	\$0	\$15,000	\$0	\$0	\$15,000
<2021	Prior	\$400,000	\$0	\$0	\$0	\$400,000
>2024	Beyond	\$0	\$0	\$70,000,000	\$0	\$70,000,000
<b>2021-2024 TOTAL</b>		<b>\$0</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,000</b>
<b>ALL YEARS TOTAL</b>		<b>\$400,000</b>	<b>\$15,000</b>	<b>\$70,000,000</b>	<b>\$0</b>	<b>\$70,415,000</b>

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

Amendment 21-01 RTC Washoe  
**Transportation Improvement Program Fiscal Year 2021 - 2024**

9 Projects Listed

WA20170146 (Ver 7) 21-01							FEDERAL
<b>Title:</b> US 395 Construct Aux Lane, Travel Lane, and Ramp from McCarran Blvd to Golden Valley Structure							
<b>Description:</b> US 395, NORTH OF RENO, FROM MCCARRAN TO GOLDEN VALLEY STRUCTURE, MP WA 27.064 TO WA 31.107. CONSTRUCT AUX LANE NB AND SB, CONSTRUCT TRAVEL LANE SB, CONSTRUCT NEW BRAIDED RAMP AT PANTHER VALLEY INTERCHANGE, AND REHAB EXISTING PAVEMENT							
<b>Project Type:</b> Rd New Construction		<b>AQ:</b> Non-Exempt			<b>TCM:</b> No <b>NDOT:</b> District 2		
<b>County:</b> Washoe		<b>Limits:</b> From McCarran to Golden Valley Structure of Distance (mile) 4.05 Milepost begins at 27.06 ends at 31.11					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2023	NHPP	\$0	\$0	\$60,940,125	\$0	\$60,940,125	
2023	STBG State-Wide	\$0	\$0	\$27,780,375	\$0	\$27,780,375	
2023	State Match - Nv	\$0	\$0	\$4,669,500	\$0	\$4,669,500	
<2021	Prior	\$1,230,000	\$130,000	\$0	\$0	\$1,360,000	
<b>2021-2024 TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$93,390,000</b>	<b>\$0</b>	<b>\$93,390,000</b>	
<b>ALL YEARS TOTAL</b>		<b>\$1,230,000</b>	<b>\$130,000</b>	<b>\$93,390,000</b>	<b>\$0</b>	<b>\$94,750,000</b>	
MPO <b>RTC Washoe</b>				Lead Agency <b>Nevada DOT</b>			

WA20190028 (Ver 3) 21-01							FEDERAL
<b>Title:</b> Virginia Street @ Peppermill Northbound BRT Station							
<b>Description:</b> Construct northbound RTC RIDE (Virginia Line) full Bus Rapid Transit (BRT) station across from the Peppermill Resort & Casino and extend BRT travel lane.							
<b>Project Type:</b> Transit-Capital & Rehab		<b>AQ:</b> Exempt, Mass Transit - Reconstruction or renovation of transit structures.			<b>TCM:</b> No <b>NDOT:</b> District 2		
<b>County:</b> Washoe		<b>Limits:</b> Nearest Crossstreet: Virginia Street					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2022	FTA 5307 Lrg Urb Capital	\$80,000	\$0	\$0	\$0	\$80,000	
2022	FTA 5339 Bus/Fac Lrg Urb Capital	\$0	\$0	\$0	\$1,680,000	\$1,680,000	
2022	Local Sales Tax - RTCWA	\$20,000	\$0	\$0	\$420,000	\$440,000	
2023	FTA 5307 Lrg Urb Capital	\$0	\$0	\$640,000	\$0	\$640,000	
2023	Local Sales Tax - RTCWA	\$0	\$0	\$160,000	\$0	\$160,000	
<b>2021-2024 TOTAL</b>		<b>\$100,000</b>	<b>\$0</b>	<b>\$800,000</b>	<b>\$2,100,000</b>	<b>\$3,000,000</b>	
<b>ALL YEARS TOTAL</b>		<b>\$100,000</b>	<b>\$0</b>	<b>\$800,000</b>	<b>\$2,100,000</b>	<b>\$3,000,000</b>	
MPO <b>RTC Washoe</b>				Lead Agency <b>RTC Washoe</b>			



**REGIONAL TRANSPORTATION COMMISSION**

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 4.2**

**TO:** Regional Transportation Commission

**FROM:** Amy Cummings, AICP, LEED AP  
Deputy Executive Director/Director of  
Planning

Bill Thomas, AICP  
Executive Director

**SUBJECT: Public Hearing and Resolution Approving the Sale of Five (5) Remnant Parcels**

**RECOMMENDATION**

Conduct a public hearing pursuant to NRS 277.050 to provide an opportunity for the public to object to the sale of five remnant parcels no longer needed for the Virginia Street Bus RAPID Transit Extension Project (APN 007-183-11; APN 007-183-12; APN 007-183-13; APN 007-183-18; APN 007-183-19) to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno; adopt a resolution approving a purchase and sale agreement (*For Possible Action*)

**SUMMARY**

RTC acquired five parcels between 8<sup>th</sup> and 9<sup>th</sup> Streets on the east side of Virginia Streets for the Virginia Street RAPID Extension Project. RTC acquired the full parcels to accommodate the project. A portion of each parcel will not be needed following completion of construction. These portions are referred to as “remnant parcels.”

Nevada Revised Statutes (“NRS”) authorizes RTC to sell the remnant parcels to another public agency. NRS 277A.255(1)(c) states that “when the property is sought by another public agency for a reasonable public use, the commission may first offer the property to the public agency at its fair market value pursuant to NRS 277.050.”

RTC has offered the remnant parcels to UNR for their appraised value of \$3,400,000. On October 16, 2020, RTC adopted Resolution 20-04 declaring its intent to sell the parcels to UNR as required by NRS 277.050(5). Resolution 20-04 set this meeting as the time for a public hearing at which objections to the sale may be made by the electors of Washoe County as required by 277.050(5)(c). Staff published notice of the adoption of Resolution 20-04 and the time and place of this meeting pursuant to NRS 277.050(6).

This public hearing will provide the public an opportunity to make any objections to the sale as required by 277.050(5)(c). RTC and UNR have negotiated the terms of the purchase and sale agreement attached to this resolution to approve the agreement. If the RTC Board decides to move forward with the sale after hearing any objections, adoption of this resolution will approve the agreement and satisfy the requirements in NRS 277.050(7). The Board of Regents is expected to approve the agreement at its quarterly meeting on December 3-4. RTC and UNR would then enter into the agreement and complete the sale. As part of the sale, the RTC Chair would execute and deliver a quitclaim deed conveying the remnant parcels as directed in this resolution and as required by NRS 277.055(7). The sale would be expected to be completed in January or February at the latest.

### **FISCAL IMPACT**

The sale proceeds would be applied towards the FTA eligible capital grant NV-2019-016 for the Project.

### **PREVIOUS ACTIONS BY BOARD**

- October 16, 2020      Approved a resolution declaring an intention to sell the remnant parcels no longer needed for the Virginia Street Bus RAPID Transit Extension Project (APN 007-183-11; APN 007-183-12; APN 007-183-13; APN 007-183-18; APN 007-183-19) to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno.
- March 20, 2020      Approved a resolution regarding a potential sale the remnant parcels to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno after completion of the Virginia Street Bus RAPID Transit Extension Project and contingent on approval from the Federal Transit Administration (FTA) and compliance with all applicable state and federal laws and regulations.
- January 17, 2020      Staff presented options for the remnant parcels for consideration.

Attachment(s):

1. Resolution, including Exhibit A - Purchase and Sale Agreement

**RESOLUTION NO. 20-05**

**A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION COMMISSION AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO.**

**WHEREAS**, the Regional Transportation Commission of Washoe County, Nevada (“RTC”) purchased the following five parcels for the Virginia Street Bus RAPID Transit Extension Project (the “Project“): 800 N. Virginia St. (APN 007-183-11); 812 N. Virginia St. (APN 007-183-12); 820 N. Virginia St. (APN 007-183-13); 850 N. Virginia St. (APN 007-183-18); and 890 N. Virginia St./10 E. 9th St. (APN 007-183-19) (collectively, the “Parcels”); and

**WHEREAS**, the Parcels were purchased under the threat of eminent domain proceedings by RTC pursuant to chapter 37 of the Nevada Revised Statutes (“NRS”); and

**WHEREAS**, a portion of each of the Parcels was necessary to construct road and intersection improvements, bike lanes, ADA accessible sidewalks, a bus turnout, and a RAPID transit station; and

**WHEREAS**, in order to avoid leaving remnant parcels of irregular shape, uneconomical size, utility or condition which would be of little value to the Parcels’ owners, RTC acquired the fee to the whole of each of the Parcels; and

**WHEREAS**, construction of the Project is complete, and a portion of each Parcel (collectively, the “Remnant Parcels”) remain; and

**WHEREAS**, the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (the “University”) seeks to acquire the Remnant Parcels for development as part of the University Gateway Precinct, including construction of a new College of Business; and

**WHEREAS**, pursuant to Resolution No. 20-01, the RTC Board of Commissioners determined that a potential sale of the Remnant Parcels to the University would be in the best interests of RTC subject to, and upon satisfaction of, certain contingencies; and

**WHEREAS**, pursuant to Resolution No. 20-04, RTC declared its intention to offer and sell the Remnant Parcels to the University pursuant to NRS 277A.255(1)(c) and NRS 277.050; and

**WHEREAS**, on November 20, 2020, the RTC Board of Commissioners held a public hearing at which objections to the sale could be made by the electors of Washoe County.

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

Section 1. RTC hereby approves the sale of the Remnant Parcels to the University pursuant to NRS 277.050, as authorized in NRS 277A.255(1)(c), at a price of \$3,400,000 upon the

terms of the purchase and sale agreement attached as Exhibit A (the “Purchase and Sale Agreement”).

Section 2. The Executive Director is hereby authorized to execute and deliver the Purchase and Sale Agreement, and such additional agreements, certificates, and instruments as the Executive Director may deem necessary or desirable to give effect to the terms and conditions of the Purchase and Sale Agreement and the transactions contemplated thereby.

Section 3. The Executive Director is authorized to take such further actions to give effect to the transactions contemplated by the Purchase and Sale Agreement as the Executive Director may deem desirable in his discretion.

Section 4. As required by NRS 277.050(7), upon the performance and compliance by the University of all the terms and conditions of the Purchase and Sale Agreement, the RTC Chairman is hereby directed to execute and deliver a quitclaim deed conveying the Remnant Parcels to the University.

Section 5. This resolution shall become effective on its passage and adoption.

**PASSED, ADOPTED AND APPROVED** this November 20, 2020.

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Chairman  
Regional Transportation Commission of  
Washoe County

## EXHIBIT A

### AGREEMENT OF PURCHASE AND SALE AND ESCROW INSTRUCTIONS

**THIS AGREEMENT OF PURCHASE AND SALE AND ESCROW INSTRUCTIONS** (the “**Agreement**”) is made and entered into as of the Effective Date (defined below), by and between the Regional Transportation Commission of Washoe County, Nevada, a regional transportation commission governed by Nevada Revised Statutes Chapter 277A (“**Seller**”), and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno (“**Buyer**”) (Seller and Buyer each a “**Party**” and collectively, the “**Parties**”).

#### RECITALS

A. As part of Seller’s Virginia Street Bus RAPID Transit Extension Project (“**Project**”) Seller has acquired title to certain real property and the improvements thereon commonly known as 10 East Ninth Street, 800 North Virginia Street, 812 North Virginia Street, 820 North Virginia Street, and 850 North Virginia Street, Reno Nevada (collectively, the “**Parcels**”). The Parcels were necessary to construct, as part of the Project, certain road and intersection improvements, bike lanes, ADA accessible sidewalks, a bus turnout, and a RAPID transit station.

B. On March 20, 2020, Seller’s Board of Commissioners adopted Resolution No. 20-01, regarding a potential sale to Buyer after completion of the Project of the remnant portions of the Parcels no longer needed for the Project, subject to certain specified contingencies.

C. Pursuant to Buyer’s approved Campus Master Plan 2014-2025, once purchased Buyer intends to construct and maintain academic buildings related to business and innovation on the Property (defined below). Seller has determined that such development will complement and further the transportation purposes of the Project. Specifically, the proposed buildings will serve all of the business students, plus students and community members from various locations on and off campus for collaborations at an innovation center. Increased access to public transportation, safe walkways, and a cycle track are critical to the area’s development and planned use, and is likely to increase ridership on the transit services that Seller will provide using the Project.

D. Seller has determined that the remnant portion(s) of the Parcels constituting the Property are no longer needed for the Project.

E. Seller has obtained an appraisal of the Property, which identified the fair market value of the Property as Three Million Four Hundred Thousand and no/100 Dollars (US\$3,400,000.00). The Federal Transit Administration issued its concurrence with the appraisal and approved Seller to sell the Property to Buyer by letter dated September 23, 2020.

F. On October 16, 2020, Seller’s Board of Commissioners adopted Resolution No. 20-04, declaring Seller’s intention to sell the Property to Buyer.

G. On November 20, 2020, Seller’s Board of Commissioners heard objections, if any, to the proposed sale of the Property to Buyer. Seller’s Board of Commissioners thereafter adopted Resolution No. 20-05, approving the sale of all of Seller’s right, title, and interest in and to the



Property to Buyer, authorizing the RTC Executive Director to execute this Agreement, and authorizing the RTC Chairman to execute and deliver a quitclaim deed conveying the Property to Buyer upon performance of all of the terms and conditions of this Agreement.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject only to the contingencies set forth herein, Buyer and Seller agree as follows:

## **AGREEMENT**

**1. Definitions.** For the purpose of this Agreement, the following terms shall have the following definitions:

**1.1. “Affiliate”** shall mean, with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such Person. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person, whether through the ownership of voting securities, by contract or otherwise.

**1.2. “Closing Date”** means the date which is on or before February 15, 2021.

**1.3. “Effective Date”** means the later of (i) the date on which the Parties deliver a copy of this Agreement to Escrow Holder executed by both Buyer and Seller, (ii) notice of such delivery and execution is given to each Party along with a copy of such executed Agreement, and (iii) the Contingencies have been satisfied. For the purposes of determining the “Effective Date,” the date on which the Escrow Holder sends an email to all Parties notifying them of the opening of escrow shall be deemed notice to each Party of the execution and delivery of the Agreement.

**1.4. “Escrow Holder”** means Ticor Title of Nevada, Inc., 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511 (attention: Luann Barnes).

**1.5. “Hazardous Substances”** means any and all substances, materials and wastes which are regulated as hazardous or toxic under applicable local, state or federal law or which are classified as hazardous or toxic under local, state or federal laws or regulations, including, without limitation, (i) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “solid waste,” “pollutant” or “contaminant” as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) (“SARA”), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) (“RCRA”), the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Hazardous and Solid Waste Amendments of 1984 (Public Law 86-616 Nov. 9, 1984), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, and

(iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials.

**1.6. “Inspection Period”** means the period beginning on the Effective Date and ending at 5:00 p.m. (Pacific time) on the earlier to occur of (i) the forty-fifth (45th) calendar day following the Effective Date, or (ii) January 29, 2021.

**1.7. “Person”** shall mean all natural persons, corporations, limited partnerships, general partnerships, limited liability companies, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and branches agencies and political subdivisions thereof.

**1.8. “Title Company”** means Ticor Title of Nevada, Inc., 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511 (attention: Luann Barnes).

## **2. Sale of Property; Purchase Price.**

**2.1. Sale of Property.** Subject to the terms, covenants and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to that certain land consisting of portions of 800, 812, 820, & 850 North Virginia Street and 10 East Ninth Street, Reno, Washoe County, Nevada, APNs 007-183-11, 007-183-12, 007-183-13, 007-183-18, and 007-183-19, as more particularly described in Exhibits A, A-1, A-2, A-3, and A-4 and depicted in Exhibits B, B-1, B-2, B-3, and B-4, consisting of approximately 0.8627 acres, together with all of Seller's right, title and interest in and to all water, air and mineral rights, interests, privileges, entitlements, utility deposits, easements, rights, improvements, plans (including but not limited to improvement, architectural, structural, landscaping and mechanical plans), hereditaments, appurtenances, development rights, and any declarant's or similar rights held by Seller under any covenants, conditions and restrictions applicable to the land (collectively the “**Property**”). The Property is currently surrounded by rented temporary fencing which will be removed by Seller prior to or upon Closing.

**2.2. Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is Three Million Four Hundred Thousand and no/100 Dollars (US\$3,400,000.00) which shall be ALL CASH in immediately available United States Dollars (the “**Purchase Price**”).

**2.3. No Financing Contingency.** Buyer acknowledges that the Buyer’s obligation to consummate the transaction contemplated hereby is not contingent upon Buyer’s ability to obtain financing and that the Closing (defined below) will not be deferred to allow Buyer time to obtain financing. Buyer further acknowledges that no financing for this transaction will be provided by Seller, nor shall Buyer be permitted to assume Seller’s existing financing, if any.

**2.4. Payment of the Purchase Price.** The Purchase Price shall be payable as follows:

**2.4.1. Deposit.** On or before the date that is ten (10) calendar days after

the Effective Date, Buyer shall initiate a wire transfer to Escrow Holder in the amount of ten thousand and no/100 dollars (US\$10,000.00) as a good faith deposit (the “**Deposit**”). The Deposit shall be nonrefundable after the expiration of the Inspection Period (if Buyer has not terminated the Agreement), except on account of the failure of any of Buyer’s Closing Conditions (defined below) and as otherwise set forth herein. The benefit of the Deposit shall be retained by Seller pursuant to Section 11.1 if this Agreement is terminated or if the Closing does not occur by the Closing Date for any reason **other than** (a) upon the failure of a contingency or condition contained in Sections 3 or 4.3, or (b) if this Agreement is terminated by Buyer in accordance with any of Sections 5.1.2, 7.1, 7.2, 10.2 or 11.2, in which case the Deposit shall be immediately refunded by Escrow Holder to Buyer.

**2.4.2. Balance of Purchase Price.** Buyer shall deposit into Escrow an amount equal to the Purchase Price minus the amount of the Deposit, less credits due to Buyer under Section 4.9 hereof (the “**Cash Balance**”) in the form of immediately available United States federal funds no later than the Closing Date.

**2.5. Interest.** All funds received from or for the account of Buyer shall be deposited by Escrow Holder in an interest-bearing account with a federally insured state or national bank, redeemable on not more than one day’s notice. Interest shall accrue for the benefit of Buyer.

**3. Contingencies.** Satisfaction of the following additional contingencies (collectively, the “**Contingencies**”) shall be a condition precedent to Buyer’s obligation to purchase the Property: This purchase offer is contingent upon the approval of the terms of this Agreement by the Board of Regents of the Nevada System of Higher Education. If the Board of Regents, in its sole and absolute discretion, does not approve the terms of this Agreement on or before December 10, 2020, the offer made herein shall be deemed null and void without the necessity of further documentation and shall be deemed to be of no binding effect whatsoever.

**4. Escrow; Closing Conditions and Other Closing Matters.**

**4.1. Escrow.** Upon the execution of this Agreement by Buyer and Seller, and the acceptance of this Agreement by Escrow Holder in writing, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder to open escrow (the “**Escrow**”) for the consummation of the sale of the Property to Buyer pursuant to this Agreement. Upon Escrow Holder’s receipt of the Deposit and Escrow Holder’s written acceptance of this Agreement, Escrow Holder is authorized to act in accordance with the terms of this Agreement. If required by Escrow Holder, Buyer and Seller shall promptly execute general escrow instructions based upon this Agreement; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control. Any disbursements made to the Parties by Escrow Holder shall be made with immediately available United States federal funds. Notwithstanding the foregoing, Buyer and Seller shall retain the right to deliver supplemental escrow instructions to Escrow Holder pertaining to the delivery and release of documents and similar matters.

**4.2. Closing Date.** The consummation of the sale of the Property through Escrow shall close (the “**Closing**” or “**Close of Escrow**”) on the Closing Date (or such other date as may be agreed upon by the Parties) provided that all conditions to the Closing set forth in this

Agreement have been satisfied or waived in writing by the Party intended to be benefited thereby. In the event that the Closing does not occur on or before February 23, 2021, this Agreement shall terminate and neither Party shall have any further obligation to the other except to the extent that failure to close was caused by default of Buyer or Seller, in which case the Parties shall have the remedies upon default described in Sections 11.1 and 11.2.

**4.3. Buyer's Conditions to Closing.** The Closing is subject to and contingent on the satisfaction of only the following conditions (collectively, "**Buyer's Conditions to Closing**") or the waiver of the same by Buyer in writing:

**4.3.1. Accuracy of Seller's Representations and Warranties.** All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing.

**4.3.2. Seller's Performance.** Seller shall have timely performed, satisfied and complied in all material respects with all material covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

**4.3.3. Title Policy.** The Title Company is willing to issue the Title Policy complying with the requirements of Section 5.2 upon the payment of the premium therefor and the provision of any information or assurances from Seller required by the Title Company.

**4.4. Seller's Conditions to Closing.** The obligations of Seller to consummate the transactions provided for herein are subject to and contingent upon the satisfaction only of the following conditions or the waiver of same by Seller in writing:

**4.4.1. Accuracy of Buyer's Representations and Warranties.** All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing.

**4.4.2. Buyer's Performance.** Buyer shall have timely performed, satisfied and complied in all material respects with all material covenants, agreements and conditions required by this Agreement to be performed or complied with by Buyer on or before the Closing Date.

**4.5. Closing Costs and Charges.**

**4.5.1. Seller's Costs.** None.

**4.5.2. Buyer's Costs.** Buyer shall pay (a) all of the Escrow Holder's escrow fees in connection with the Escrow; (b) recording fees payable in connection with the transfer of the Property to Buyer from Seller; (c) the cost of the Title Policy (including the cost of any endorsements); (d) the costs of any due diligence investigations conducted by or for the benefit of Buyer; and (e) all documentary and/or transfer taxes on the Deed, if any.

**4.5.3. Other Costs.** All other costs relating to the Closing, if any, shall be borne by Buyer; provided, however, that each Party hereto shall be responsible for its own

attorney's fees and costs in connection herewith.

**4.6. Deposit of Documents by Seller.** On or before the Closing Date, Seller shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Seller where appropriate:

- (a) The Deed;
- (b) A Certification of Non-Foreign Status (the "**Certification**");
- (c) All other documents as may reasonably be required by Escrow Holder or Buyer to close the Escrow in accordance with this Agreement.

**4.7. Deposit of Documents and Funds by Buyer.** On or before the Closing Date, Buyer shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Buyer where appropriate:

- (a) The Cash Balance;
- (b) All other funds and documents as may reasonably be required by Escrow Holder or Seller to close the Escrow in accordance with this Agreement.

**4.8. Delivery of Documents and Funds at Closing.** Provided that all conditions to Closing set forth in this Agreement have been satisfied or, as to any condition not satisfied, waived by the Party intended to be benefited thereby, on the Closing Date, Escrow Holder shall conduct the Closing by recording and/or distributing the following documents and funds in the following manner:

**4.8.1. Recorded Documents.** Record the Deed in the Official Records of Washoe County, Nevada;

**4.8.2. Purchase Price.** Deliver to Seller the Purchase Price and such other funds, if any, as may be due to Seller by reason of net credits under this Agreement;

**4.8.3. Buyer's Documents.** Deliver to Buyer: (a) the original Title Policy (as soon as practicable after Closing, but in any event not later than ten (10) calendar days following the Closing); (b) the original Certification; and (c) a counterpart of the recorded Deed;

**4.8.4. Seller's Documents.** Deliver to Seller an original fully executed counterpart of every document executed by Buyer and copies of every other document delivered to Buyer.

**4.9. Prorations and Adjustments.** Those items described below shall be adjusted and prorated and apportioned between the Parties on an accrual basis and/or other reasonable method, taking into account the extent to which the same are attributable to periods before and after the Closing Date. Net credits in favor of Buyer shall be deducted from the Purchase Price and net credits in favor of Seller shall be paid to Seller in cash through Escrow at the Closing.

**4.9.1. Taxes and Assessments.** All real estate taxes and assessments (including without limitation ad valorem, school, intangible and use taxes) relating to the Property shall be prorated based on the current year's tax bills.

**4.9.2. Operating Expenses.** Any and all deposits and charges for services, utilities, or any other expenses incurred in the operation of the Property shall be prorated between the Parties. Seller and Buyer shall obtain billings and meter readings available as of the Closing Date to aid in any such prorations, if available.

## **5. Title Matters; Conveyance of the Property.**

**5.1. Preliminary Title Report.** Within five (5) calendar days of the Effective Date, Title Company shall cause to be provided to Buyer and Seller a preliminary title report for title insurance to be issued by Title Company with respect to the Property, together with copies of all underlying title documents described in such preliminary title report (collectively, the "PTR").

**5.1.1.** If Buyer disapproves of any item in the PTR, then Buyer shall so notify Seller in writing on or before the date which is seven (7) calendar days prior to the expiration of the Inspection Period. If Buyer does not object in writing to any exception or other matter in the PTR, then Buyer shall be deemed to have disapproved the PTR. Seller shall be obligated to cure any of Buyer's objections as to monetary encumbrances, and shall have the right, but not the obligation, to notify Buyer on or before the date which is three (3) business days following receipt of any Buyer objections that Seller desires to have (i) with respect to non-monetary encumbrances, until three (3) business days prior to the Closing Date, and (ii) with respect to monetary encumbrances, on or before the Closing Date, in each case to provide such documents or funds as reasonably required by the Title Company to remove or to cure such disapproved items, and/or to obtain a bond or title commitment (or endorsement, subject to Buyer's approval, which shall not be unreasonably withheld) removing the effect of such items as exceptions from the Title Policy. Seller's failure to deliver such notice to Buyer with respect to any disapproved item shall be deemed to be an election by Seller not to so remove or to cure such non-monetary encumbrance or obtain such a bond, title commitment or endorsement.

**5.1.2.** If Seller elects not to remove or to cure any non-monetary encumbrance then Buyer shall have the right exercisable on or before expiration of the Inspection Period either (i) to waive such exceptions to the Title Policy, and proceed to take title to the Real Property (and accept the Title Policy) subject to such exceptions, without any deduction or offset in the Purchase Price, and without any claim or cause of action against Seller, or (ii) to terminate this Agreement.

**5.2. Buyer's Title Policy.** At the Closing, Escrow Holder shall cause the Title Company, at Buyer's sole cost, to issue to Buyer a CLTA Owner's Policy of Title Insurance (the "Title Policy") which shall be written with liability in the amount of the Purchase Price, and contain only such exceptions as are acceptable to Buyer in accordance with its title review pursuant to Section 5.1, and subject to Seller's election to remove or not remove Buyer's disapproved items pursuant to Section 5.1.1, and such endorsements as Buyer may require. If Buyer elects to obtain an ALTA Extended Coverage Policy of Title Insurance, Buyer shall also be responsible for the cost of any endorsements to the Title Policy Buyer may request. Escrow Holder shall cause a pro

forma policy to be delivered to Buyer upon request.

**5.2.1. Conveyance of the Property.** Seller shall convey title to the Real Property to Buyer by quitclaim deed in the form of Exhibit C attached hereto (the “**Deed**”).

**5.3. Delivery of Possession.** Seller shall deliver possession of the Property to Buyer at the Closing.

**6. Commissions.** Buyer and Seller each represent and warrant to the other that there are no commissions, finder’s fees or brokerage fees arising out of the transactions contemplated by this Agreement as a result of Seller’s or Buyer’s actions. Seller shall be solely responsible for any and all liabilities, claims, demands, costs and expenses, including, without limitation, reasonable attorneys’ fees and costs in connection with claims for any such commissions, finders’ fees or brokerage fees arising out of Seller’s actions. Buyer shall be solely responsible for any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, reasonable attorneys’ fees and court costs, in connection with claims for any such commissions, finders’ fees or brokerage fees arising out of Buyer’s actions.

**7. Damage or Destruction; Condemnation.**

**7.1. Casualty Damage.** If the Property is damaged by any casualty prior to the Close of Escrow, and the cost to repair such damage is in excess of \$50,000.00, Buyer shall have the right, by giving notice to Seller before the Closing Date, to terminate this Agreement. If Buyer does not elect to terminate this Agreement on account of a casualty, then this Agreement shall remain in full force and effect and, at the Closing, Buyer shall take title to the Property subject to such casualty without any reduction or offset to the Purchase Price; provided, however, that in such event, Seller shall assign all insurance proceeds relating to such casualty event, if any, to Buyer at Closing, together with the amount of any deductible.

**7.2. Eminent Domain.** If written notice from a governmental entity is received by Seller evidencing notice of intent to exercise its power of eminent domain of all or any portion of the Property or proceedings are commenced for the taking by exercise of the power of eminent domain of all or any portion of the Property, Buyer shall have the right, by giving notice to Seller, to terminate this Agreement. If there is any right to terminate this Agreement pursuant to the preceding sentence but neither Party exercises such right, then this Agreement shall remain in full force and effect, and Buyer shall take title to the Property subject to such taking without any reduction or offset to the Purchase Price, but with an assignment of all rights to compensation (and/or any compensation received) on account of any such taking.

**7.3. Effect of Section 7.** This Section is intended as an express provision with respect to the destruction, damage, or condemnation of the Property which supersedes the provisions of the Nevada Uniform Vendor and Purchaser Act, NRS 113.030 et seq.

**8. Seller’s Representations and Warranties.** Seller represents and warrants to Buyer that as of the Effective Date and as of the Closing Date:

**8.1.** Seller has the full power and authority to execute, deliver and perform its obligations under this Agreement;

**8.2.** This Agreement and all agreements, instruments and documents herein provided to be executed by Seller, as the case may be, are and as of the Closing shall be duly authorized, executed and delivered by and are and shall be binding upon Seller;

**8.3.** Seller is not a “foreign person”, “foreign partnership”, “foreign trust”, “foreign estate” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code;

**8.4.** Seller has no knowledge of any condition on the Property that is or has been in violation of any environmental law and has not received any formal or informal notice from any governmental authority alleging that any condition on the Property is or has been in violation of any environmental law, or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property;

**8.5.** The Property Files (defined below) constitute all of the information concerning the physical condition of the Property and contractual matters pertaining thereto in Seller’s possession;

**8.6.** There are no parties other than Seller in possession of any portion of the Property;

**8.7.** During the term of this Agreement, Seller will not transfer the Property, or any part thereof, or create on the Property any easements, liens, mortgages, encumbrances, or other interests adversely affecting the use of the Property that will survive Closing or permit any changes in the zoning classification of the Property; and

**8.8.** There are no pending condemnations, litigation or other proceedings against or affecting any part of the Property of which Seller has actual notice, and to Seller’s actual knowledge no such actions or proceedings are threatened.

**9. Buyer’s Representations and Warranties.** Buyer represents and warrants to Seller that as of the date of this Agreement and as of the Closing Date:

**9.1.** Buyer has the full power and authority to execute, deliver and perform Buyer’s obligations under this Agreement;

**9.2.** This Agreement and all agreements, instruments and documents herein provided to be executed by Buyer, as the case may be, are and as of the Closing shall be duly authorized, executed and delivered by and are and shall be binding upon Buyer; and

**9.3.** Buyer is not, nor will Buyer become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.



**10. Inspection and Review; Access to the Property.**

**10.1. Inspection of Documents.** Within five (5) calendar days after the Effective Date, Seller shall make available to Buyer (whether or not the same are actually reviewed by Buyer) copies of those materials relating to the Property in the possession of Seller set forth on Exhibit D attached hereto (the “**Property Files**”). The Property Files may be maintained by Seller in an electronic data room to which Buyer shall have access as set forth below or otherwise delivered to Buyer in electronic or other format.

**10.2. Inspection of the Property.** Buyer shall have until the last day before the expiration of the Inspection Period to make physical inspections of the Property; provided, however, Buyer shall notify Seller’s designated representative of its inspection activities and a representative of Seller shall have the right (but not obligation) to be present at any such inspections. If Buyer determines, in its sole discretion, that the Property is not suitable for Buyer’s intended use, Buyer may, subject to the terms hereof, terminate this Agreement by delivering written notice of its intent to terminate this Agreement to Seller before the expiration of the Inspection Period. In the event that Buyer fails to deliver such termination notice before the expiration of the Inspection Period, Buyer will be deemed to have elected to move forward with the transaction. In the event that Buyer elects to terminate this Agreement for any reason, Buyer shall cause any reports, investigations, studies or other materials hired or prepared by or for Buyer relating to the Property (“**Property Studies**”) to be furnished to Seller promptly after such election. Access to the Property shall be subject to the following additional limitations and conditions:

(a) Buyer (or its agent as the case may be) shall possess worker’s compensation insurance reasonably in accordance with applicable law, and buyer’s agent(s) shall possess commercial general liability or other appropriate insurance in an amount not less than \$1,000,000 per occurrence;

(b) Buyer shall, at its own expense, promptly repair any damage caused by its investigation of the Property;

(c) To the extent limited in accordance with NRS 41.0305 to NRS 41.039, inclusive, and only to such extent, Buyer shall protect, indemnify, defend and hold the Seller and Seller’s commissioners, officers, employees, and agents free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys’ fees and court costs, directly arising from Buyer’s inspection and testing of the Property. Buyer will assert the defense of sovereign immunity as appropriate in all cases, including indemnity actions. Buyer’s indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations;

(d) Buyer shall be responsible for the costs of repairing any and all damages to any portion of the Property arising from Buyer’s conducting such due diligence, inspections, surveys, tests, and studies. Buyer shall keep the Property free and clear of any mechanics’ liens or materialmen’s liens related to Buyers’ right of inspection and the activities contemplated by Section 10.2 of this Agreement;

(e) Without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Buyer shall not drill any test wells or engage in any other invasive testing or sampling of the Property; and

(f) Buyer acknowledges that prior to the Closing: (i) Buyer has or will have conducted such surveys and inspections, and made such tests and other studies of the Property to the extent Buyer deems necessary or advisable, and (ii) Seller has or will have provided Buyer with adequate opportunity to make such inspections and investigations concerning the Property, to the extent Buyer has, in Buyer's discretion, deemed necessary or advisable as a condition precedent to Buyer's purchase of the Property and to determine the physical, environmental, land use and other characteristics of the Property (including, without limitation, its subsurface) and its suitability for Buyer's intended use.

## **11. Default.**

**11.1. BUYER DEFAULT.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF BUYER HAS NOT TERMINATED THIS AGREEMENT IN WRITING PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND IF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED AS AND WHEN CONTEMPLATED HEREIN (TIME BEING OF THE ESSENCE) FOR ANY REASON OTHER THAN (A) SELLER'S DEFAULT UNDER THIS AGREEMENT WHICH IS NOT PROMPTLY CURED AS PROVIDED IN SECTION 11.2 BELOW, OR (B) A TERMINATION PURSUANT TO AND IN ACCORDANCE WITH ANY OF SECTIONS 7.1, 7.2 OR 11.2 HEREOF, OR (C) A FAILURE OF ANY CONTINGENCY IN SECTION 3, OR (D) A FAILURE OF ANY CLOSING CONDITION UNDER SECTION 4.3 (OTHER THAN A FAILURE TO PERFORM BY SELLER, WHICH SHALL BE SUBJECT TO NOTICE AND CURE RIGHTS AS SET FORTH IN SECTION 11.2 BELOW) THEN FOLLOWING WRITTEN NOTICE TO BUYER AND THE EXPIRATION OF A TEN (10) CALENDAR DAY CURE PERIOD, SELLER SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES TO BUYER UNDER THIS AGREEMENT OR OTHERWISE AND SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT (INCLUDING ANY INTEREST THEREON) AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

\_\_\_\_\_  
SELLER'S INITIALS

\_\_\_\_\_  
BUYER'S INITIALS

**11.2. Seller Default.** In the event Seller breaches or defaults with respect to any provision of this Agreement, including but not limited to the failure of any of Seller's representations and warranties to be accurate (for the purposes of this Section 11.2, collectively, a "breach"), then Buyer shall be entitled to deliver to Seller written notice of such breach, which notice shall set forth information about the nature of the breach. Seller shall have a period of ten (10) calendar days to cure such breach. If such breach remains uncured beyond the cure period described above, then Buyer may elect to terminate this Agreement by written notice to Seller and Escrow Agent, in which event an amount equal to the Deposit shall be refunded to Buyer as Buyer's sole remedy.

**11.3. No Contesting Liquidated Damages.** As material consideration to each Party's agreement to the liquidated damages provisions stated above, each Party hereby agrees to and does hereby waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under the circumstances existing at the time this Agreement was made.

**12. Property "AS IS".** BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8, THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

**13. Indemnification.**

**13.1. Seller's Indemnity Obligation.** Except as otherwise herein provided, any and all costs, expenses and liabilities relating to the operation, management or ownership of the Property (such costs, expenses and liabilities being herein referred to collectively as the "**Ownership Obligations**") arising or accruing during the period prior to and including the Closing Date, including, but not limited to, mechanics' and materialmen's liens, accounts and payments under service contracts, and utility charges, are the responsibility of Seller and will be paid by Seller promptly upon receipt of billing therefor, and Seller, to the fullest extent permitted by applicable law, hereby holds Buyer harmless with respect to such Ownership Obligations and

agrees to indemnify and defend Buyer from any loss, liability or claim, including without limitation reasonable attorneys' fees, relating to such Ownership Obligations. Seller's indemnity obligation for any such actions that sound in tort are limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.

**13.2. Buyer's Indemnity Obligation.** The Parties have reviewed the requirements of Article I, Section 22, Subsection 6 of the Nevada Constitution and NRS 37.270 (collectively, the "**Offer-Back Requirements**"), and believe in good faith that neither requires Seller to offer the parcels comprising the Property back to the prior owners from whom Seller acquired title (each a "**Prior Owner**") before consummating the sale contemplated by this Agreement. Notwithstanding the same, to the fullest extent permitted by applicable law, Buyer hereby holds Seller harmless with respect to any claim by any Prior Owner that Seller and/or the sale contemplated by this Agreement violated the Offer-Back Requirements and agrees to indemnify and defend Seller from any loss, liability or claim, including without limitation reasonable attorneys' fees, relating to such claims. Buyer's indemnity obligation for any such actions that sound in tort are limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.

**13.3.** This Section 13 shall survive Closing.

**14. Additional Covenants and Agreements.**

**14.1. Operating Covenants.** From the Effective Date through the Closing Date, Seller shall cause the Property to be operated and maintained in a manner consistent with current practice and shall maintain such insurance policies with respect to the Property as would a reasonably prudent property owner.

**14.2. Termination of Insurance.** The policies of insurance currently in effect with respect to the Property (with such modifications as Seller deems appropriate) shall be terminated at or after the Closing, at Seller's option in its sole and absolute discretion.

**15. Notices.** All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective upon the earliest of the following to occur when delivered to the recipient whether by (a) a nationally recognized overnight-guaranteed delivery service; (b) United States mail; or (c) by facsimile (provided there is confirmation of transmission and subsequent delivery thereof by one of the methods provided in (a) or (b) above). If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. The following addresses may be changed by written notice given in accordance with this Section:

If to Seller:	Attn: Amy Cummings Regional Transportation Commission 1105 Terminal Way, Suite 211 Reno, Nevada 89502 Phone: 775.335.1825 Fax: 775.348.3230
---------------	--

with a copy to: Attn: Adam Spear  
Regional Transportation Commission  
1105 Terminal Way, Suite 300  
Reno, Nevada 89502  
Phone: 775.332-2158

If to Buyer: University of Nevada, Reno  
Real Estate (0239)  
Reno Nevada 89557-0550  
Phone: 775.784.6546  
Fax: 775.327.5017

with a copy to: University of Nevada, Reno  
General Counsel (0550)  
Reno Nevada 89557-0550  
Phone: 775.78403493  
Fax: 775.327.2202

If to Escrow Holder: Ticor Title of Nevada, Inc.  
Attn: Luann Barnes  
5441 Kietzke Lane, Ste. 100  
Reno Nevada 89511  
Phone: 775.326.5303  
Fax: 775.824.3233

**16. Amendment; Complete Agreement.** All amendments and supplements to this Agreement must be in writing and executed by Buyer and Seller. This Agreement, including the exhibits, attachments, documents and agreements to be delivered pursuant hereto, contains the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement, including, without limitation, matters contained in any offering circular or marketing materials relating to the Property.

**17. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Nevada without regard to rules concerning conflicts of law. The venue for any action to enforce or interpret this Agreement shall be the Second Judicial District, Washoe County, Nevada.

**18. Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement (including the application of such provision to Persons or circumstances other than those with respect to which it is held invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Without limiting the foregoing, to the extent any provision of this Agreement is prohibited by Nevada law, or is otherwise not authorized by Nevada law due to Buyer's or Seller's status as an

instrumentality of the State of Nevada, such provision is unenforceable against such Party.

**19. Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Facsimile and electronic copies of this Agreement and facsimile and electronic signatures thereon shall have the same force, effect, and legal status of originals.

**20. Headings.** The headings to sections of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.

**21. Time of Essence.** Time is of the essence of this Agreement.

**22. Waiver.** Except as expressly stated that a failure to act shall constitute to a waiver, no waiver by Buyer or Seller of any of the terms or conditions of this Agreement or any of their respective rights under this Agreement shall be effective unless such waiver is in writing and signed by the Party charged with the waiver.

**23. Third Parties.** This Agreement is entered into for the sole benefit of Buyer and Seller and their respective permitted successors and assigns. No party other than Buyer and Seller and such permitted successors and assigns shall have any right of action under or rights or remedies by reason of this Agreement.

**24. Additional Documents; Further Assurances.** Each Party agrees to perform any further acts and to execute and deliver such further documents which may be reasonably necessary to carry out the terms of this Agreement.

**25. Independent Counsel.** Buyer and Seller each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The Parties further acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or Exhibits hereto.

**26. Assignment.** Buyer shall neither assign its rights nor delegate its obligations hereunder without obtaining Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Buyer may assign its rights hereunder to the University of Nevada, Reno Foundation (or any Affiliate thereof) with prior written notice to Seller but without the consent of Seller. Any purported or attempted assignment or delegation made in violation of this Section shall be void and of no effect.

**27. Reservation.** Nothing contained in this Agreement shall be construed to waive or limit either Party's defense of sovereign immunity, which defense is hereby expressly reserved, nor to waive or limit the protections afforded to either Party under NRS 41.0305 to 41.039.

**28. Successors and Assigns.** Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the Parties hereto.

**29. Exhibits.** Each reference to a Section, Exhibit or Schedule in this Agreement shall mean the sections of this Agreement and the exhibits and schedules attached to this Agreement, unless the context requires otherwise. Each such exhibit and schedule is incorporated herein by this reference.

**30. Business Days.** If the date on which any act or event hereunder is to occur falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

**31. Force Majeure.** Except as provided elsewhere herein, if an Event of Force Majeure or Covid-19 Event of Force Majeure (as hereinafter defined) makes performance of an obligation or cure of a breach or default impossible, such performance or cure is excused for the duration of the event of force majeure provided that the obligated Party (i) within ten (10) business days after the commencement of the force majeure notifies the other Party of the nature of the event of force majeure, when it commenced, why it makes performance or cure impossible, and the expected duration (if known), and (ii) agrees to and does in fact diligently pursue remediation of the effects of the force majeure, and (iii) agrees to notify the other Party immediately when it becomes possible to commence efforts to cure the default. **“Event of Force Majeure”** means strikes, lockouts, war, civil unrest, rioting, government restrictions or moratoria, inclement weather, unavailability of labor or material despite reasonable diligence, material interruption of utility services, disease event, acts of God, terrorism or other similar events, provided that the same are (a) not reasonably foreseeable at the time of the execution of this Agreement (other than a COVID-19 Event of Force Majeure, which Buyer and Seller acknowledge and agree is an Event of Force Majeure for purposes of this Agreement); and (b) beyond the reasonable control of Buyer or Seller, and not caused by the negligent or other intentional act or omission of Buyer or Seller. **“COVID-19 Event of Force Majeure”** means an Event of Force Majeure caused by the COVID-19 pandemic in existence as of the Effective Date, and any subsequent Events of Force Majeure caused by or resulting from such COVID-19 pandemic, including measures taken by any governmental authority having jurisdiction that limits or prohibits the transactions contemplated under this Agreement.

**32. No Back-Up Offers.** From and after the Effective Date until the earlier to occur of the Closing or termination of this Agreement, Seller shall deal exclusively and in good faith with Buyer and neither Seller nor any of its representatives, brokers, agents, affiliates and employees shall directly or indirectly make, accept, negotiate, entertain or otherwise pursue any back-up offers to sell the Property or engage in any other financing or other capital transaction regarding the Property.

[SIGNATURES APPEAR ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**SELLER:**

Regional Transportation Commission of Washoe County, Nevada

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

Date: \_\_\_\_\_

**[SIGNATURE PAGES CONTINUED ON NEXT PAGE]**

SAMPLE



**BUYER:**

Board of Regents of the Nevada System of Higher Education,  
on behalf of the University of Nevada, Reno

Recommended:

By: \_\_\_\_\_  
Brian Sandoval, President  
University of Nevada, Reno

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Melody Rose, Chancellor  
Nevada System of Higher Education

Date: \_\_\_\_\_

**[SIGNATURE PAGES CONTINUED ON NEXT PAGE]**

By its execution below, Escrow Holder acknowledges receipt of the Deposit described in this Agreement, and agrees to hold and deliver the same and perform its other duties pursuant to the provisions of this Agreement.

**ACCEPTANCE BY ESCROW HOLDER:**

TICOR TITLE OF NEVADA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF REMAINDER**  
**APN: 007-183-11**

All that portion of land, situate within a portion of the South East 1/4 of Section 2, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

**Beginning** at the north east corner of that certain parcel of land described in deed document, recorded in the official records of Washoe County Recorder's Office on September 13, 2019, as Document File # 4951355, said point being a point on the westerly line of a 20 foot wide alley; thence South 13°00'35" East 50.00 feet along the east boundary line of said parcel to the south east corner of said parcel, said point being a point of intersection with the westerly line of a 20 foot wide alley and the north line of East 8th Street;

Thence South 76°59'25" West 112.41 feet along the north line of East 8th Street;

Thence departing the north line of East 8th Street, North 58°00'30" West 7.27 feet;

Thence North 13°00'30" West 14.89 feet;

Thence North 03°32'46" West 30.59 feet to a point on the north boundary line of said parcel;

Thence North 76°59'25" East 112.52 feet along the north boundary line of said parcel to the point of beginning, containing 5,788 square feet, more or less.

**Basis of Bearings:** NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).



Grant R. Alexander, P.L.S. 19051  
Battle Born Ventures, LLC  
600 Gleason Way  
Sparks, NV 89431

Exhibit "A-1"

EXHIBIT "A"  
LEGAL DESCRIPTION OF REMAINDER  
APN: 007-183-12

All that portion of land, situate within a portion of the South East 1/4 of Section 2, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

**Beginning** at the north east corner of that certain parcel of land described in deed document, recorded in the official records of Washoe County Recorder's Office on October 07, 2019, as Document File # 4959937, said point being a point on the westerly line of a 20 foot wide alley; thence South  $13^{\circ}00'35''$  East 50.00 feet along the east boundary line of said parcel to the south east corner of said parcel;

Thence South  $76^{\circ}59'25''$  West 112.52 feet to a point on the south boundary line of said parcel;

Thence departing the south boundary line of said parcel, North  $03^{\circ}32'46''$  West 42.40 feet;

Thence North  $13^{\circ}00'30''$  West 8.17 feet to a point on the north boundary line of said parcel;

Thence North  $76^{\circ}59'25''$  East 105.54 feet along the north boundary line of said parcel to the point of **beginning**, containing 5,423 square feet, more or less.

**Basis of Bearings.** NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).

Grant R. Alexander, P.L.S. 19051  
Battle Born Ventures, LLC  
600 Gleeson Way  
Sparks, NV 89431



Exhibit "A-2"  
EXHIBIT "A"  
LEGAL DESCRIPTION OF REMAINDER  
APN: 007-183-13

All that portion of land, situate within a portion of the South East 1/4 of Section 2, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

**Beginning** at the north east corner of that certain parcel of land described in deed document, recorded in the official records of Washoe County Recorder's Office on December 20, 2019, as Document File # 4984613, said point being a point on the westerly line of a 20 foot wide alley; thence South 13°00'35" East 50.00 feet along the east boundary line of said parcel to the south east corner of said parcel;

Thence South 76°59'25" West 105.54 feet to a point on the south boundary line of said parcel;

Thence departing the south boundary line of said parcel, North 13°00'30" West 42.26 feet;

Thence North 05°25'36" East 8.16 feet to a point on the north boundary line of said parcel;

Thence North 76°59'25" East 102.96 feet along the north boundary line of said parcel to the point of **beginning**, containing 5,267 square feet, more or less.

**Basis of Bearings:** NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).



Grant R. Alexander, P.L.S. 19051  
Battle Born Ventures, LLC  
600 Gleeson Way  
Sparks, NV 89431



**Exhibit "A-3"**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF REMAINDER**  
**APN: 007-183-18**

All that portion of land, situate within a portion of the South East 1/4 of Section 2, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

**Beginning** at the north east corner of that certain parcel of land described in deed document, recorded in the official records of Washoe County Recorder's Office on June 28, 2019, as Document File # 4924641, said point being a point on the westerly line of a 20 foot wide alley; thence South 13°00'35" East 155.00 feet along the east boundary line of said parcel to the south east corner of said parcel;

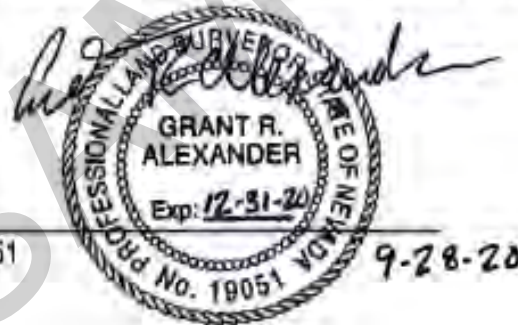
Thence South 76°59'25" West 102.96 feet to a point on the south boundary line of said parcel;

Thence departing the south boundary line of said parcel, North 05°25'36" East 23.46 feet;

Thence North 13°00'30" West 132.75 feet to a point on the north boundary line of said parcel;

Thence North 76°59'25" East 95.54 feet along the north boundary line of said parcel to the **point of beginning**, containing 14,891 square feet, more or less.

**Basis of Bearings:** NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).



Grant R. Alexander, P.L.S. 19051  
Battle Born Ventures, LLC  
600 Gleeson Way  
Sparks, NV 89431

Exhibit "A-4 "  
EXHIBIT "A"  
LEGAL DESCRIPTION OF REMAINDER  
APN: 007-183-19

All that portion of land, situate within a portion of the South East 1/4 of Section 2, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

**Beginning** at the north east corner of that certain parcel of land described in deed document, recorded in the official records of Washoe County Recorder's Office on January 03, 2020, as Document File # 4988359, said point being a point of intersection with the southerly line of East 9th Street and the westerly line of a 20 foot wide alley; thence South  $13^{\circ}00'35''$  East 65.00 feet along the east boundary line of said parcel to the south east corner of said parcel;

Thence South  $76^{\circ}59'25''$  West 95.54 feet to a point on the south boundary line of said parcel;

Thence departing the south boundary line of said parcel, North  $13^{\circ}00'30''$  West 65.00 feet to a point on the southerly line of East 9th Street.

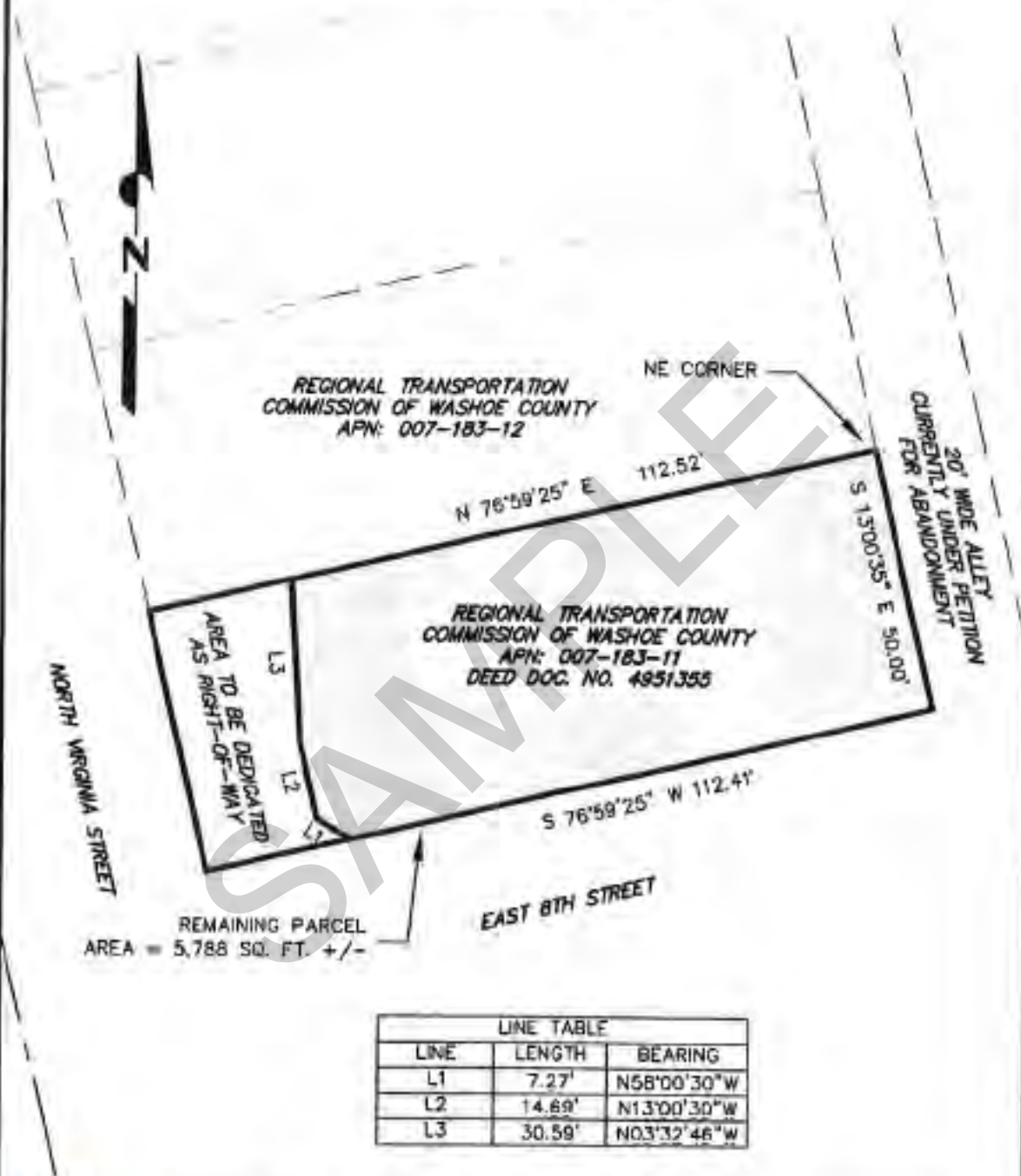
Thence North  $76^{\circ}59'25''$  East 95.54 feet along the southerly line of East 9th Street to the point of beginning, containing 6,210 square feet, more or less.

**Basis of Bearings:** NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).

Grant R. Alexander, P.L.S. 19051  
Battle Born Ventures, LLC  
600 Gleeson Way  
Sparks, NV 89431



# EXHIBIT "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.27'	N58°00'30"W
L2	14.69'	N13°00'30"W
L3	30.59'	N03°32'46"W



**BATTLE BORN VENTURES, LLC**  
 600 GLEESON WAY  
 SPARKS, NEVADA 89431  
 www.battlebornventures.com

PHONE (775) 813-4934  
 FAX (775) 359-4476

**Land Surveyors - Civil Engineers**

W.O. #: 2016\_152  
 BY: EKL  
 DATE: 04/21/2020  
 SCALE: 1" = 30'



Exhibit "B-1"

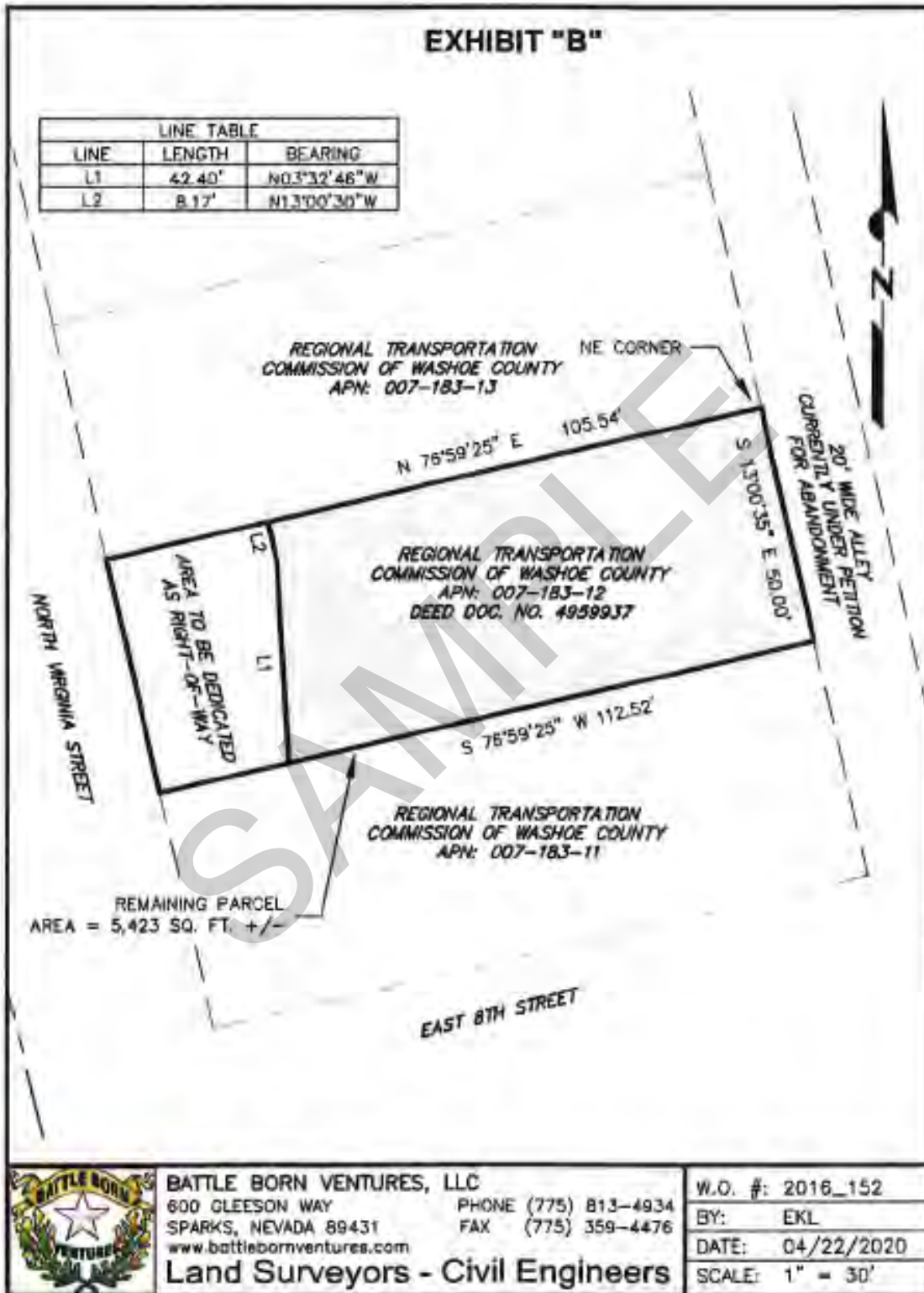
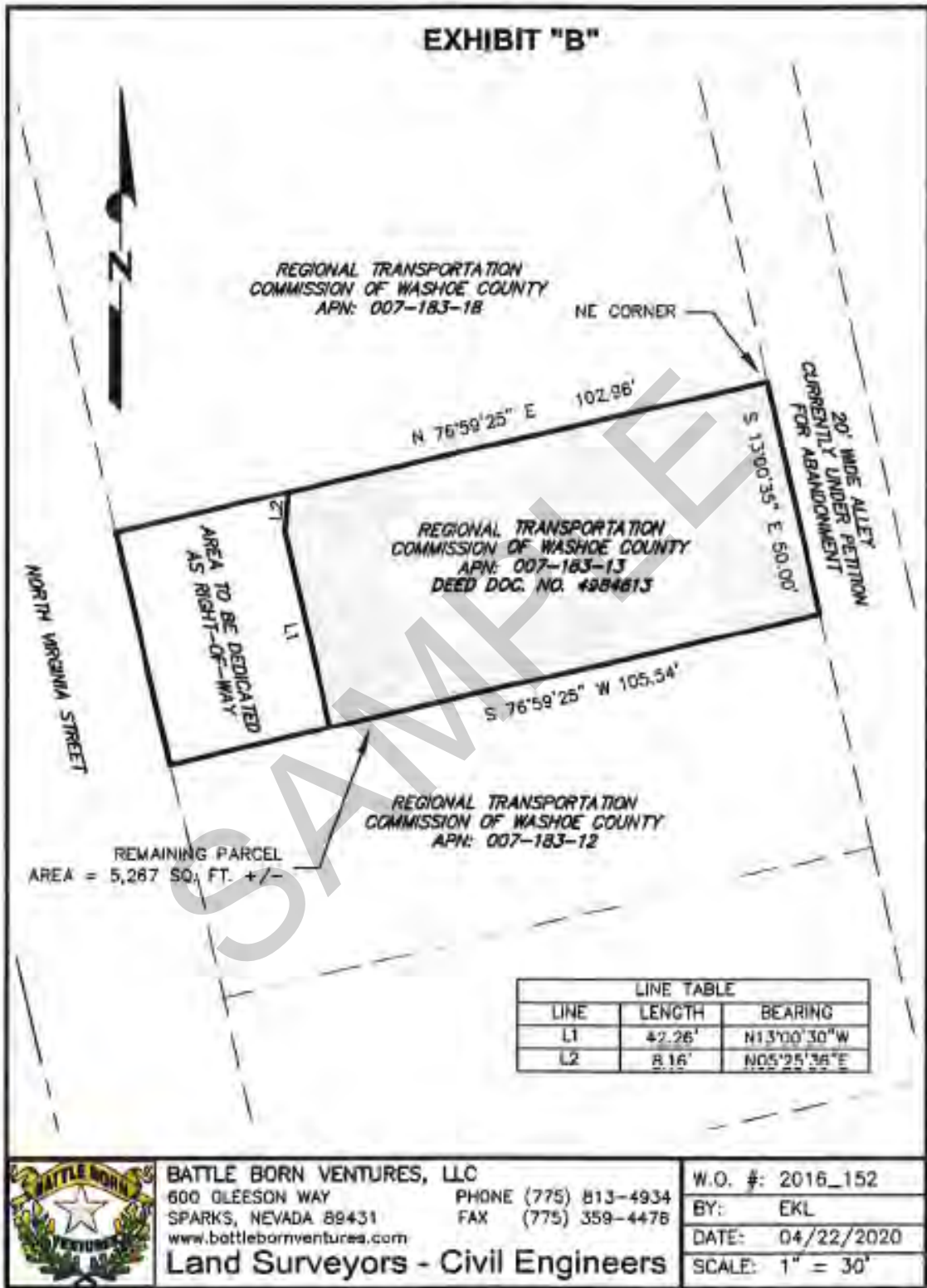
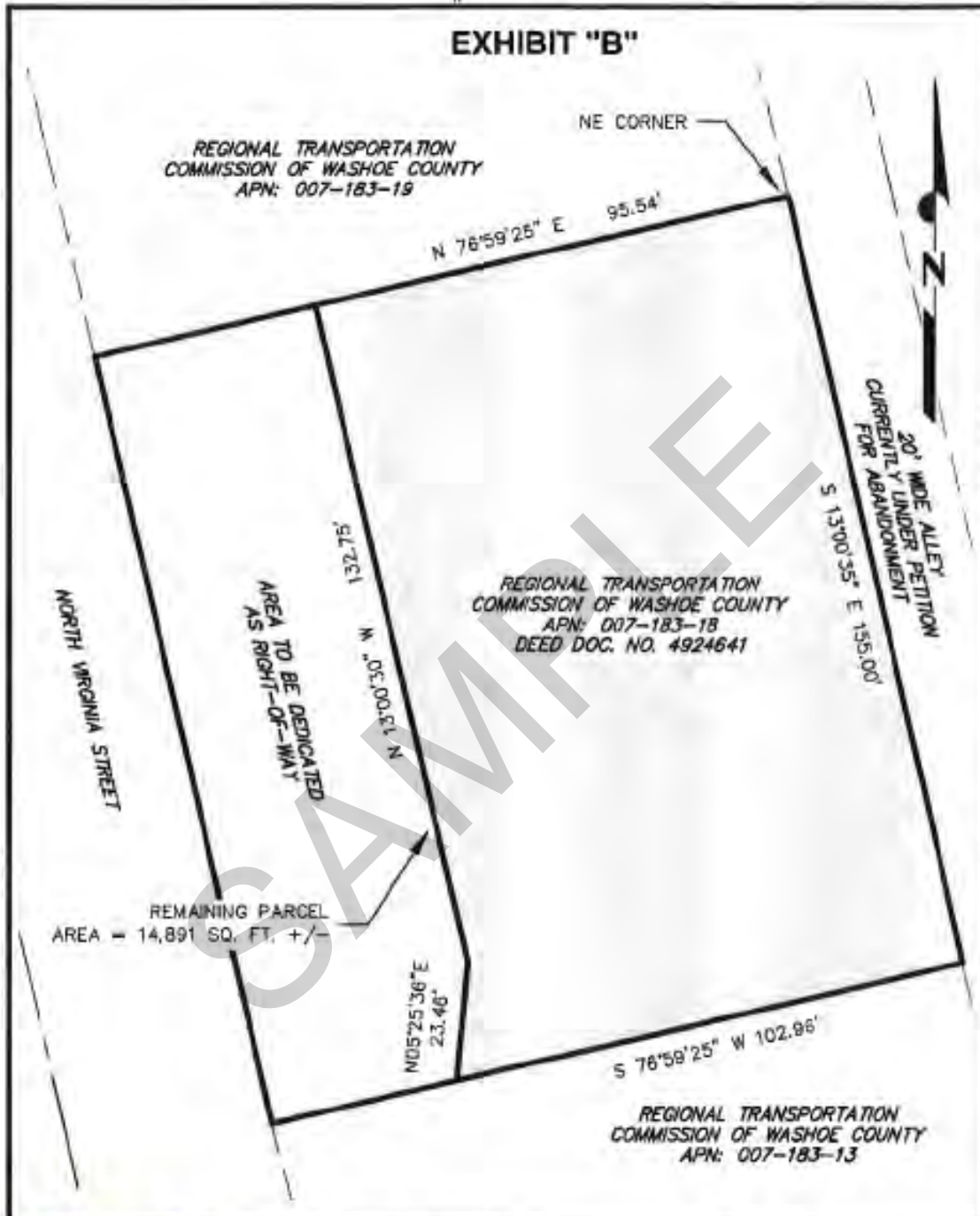


Exhibit B-1

Exhibit "B-2"



**EXHIBIT "B"**



**BATTLE BORN VENTURES, LLC**  
 600 GLEESON WAY  
 SPARKS, NEVADA 89431  
 www.battlebornventures.com

**Land Surveyors - Civil Engineers**

W.O. #:	2016_152
BY:	EKL
DATE:	04/22/2020
SCALE:	1" = 30'

Exhibit "B-4"

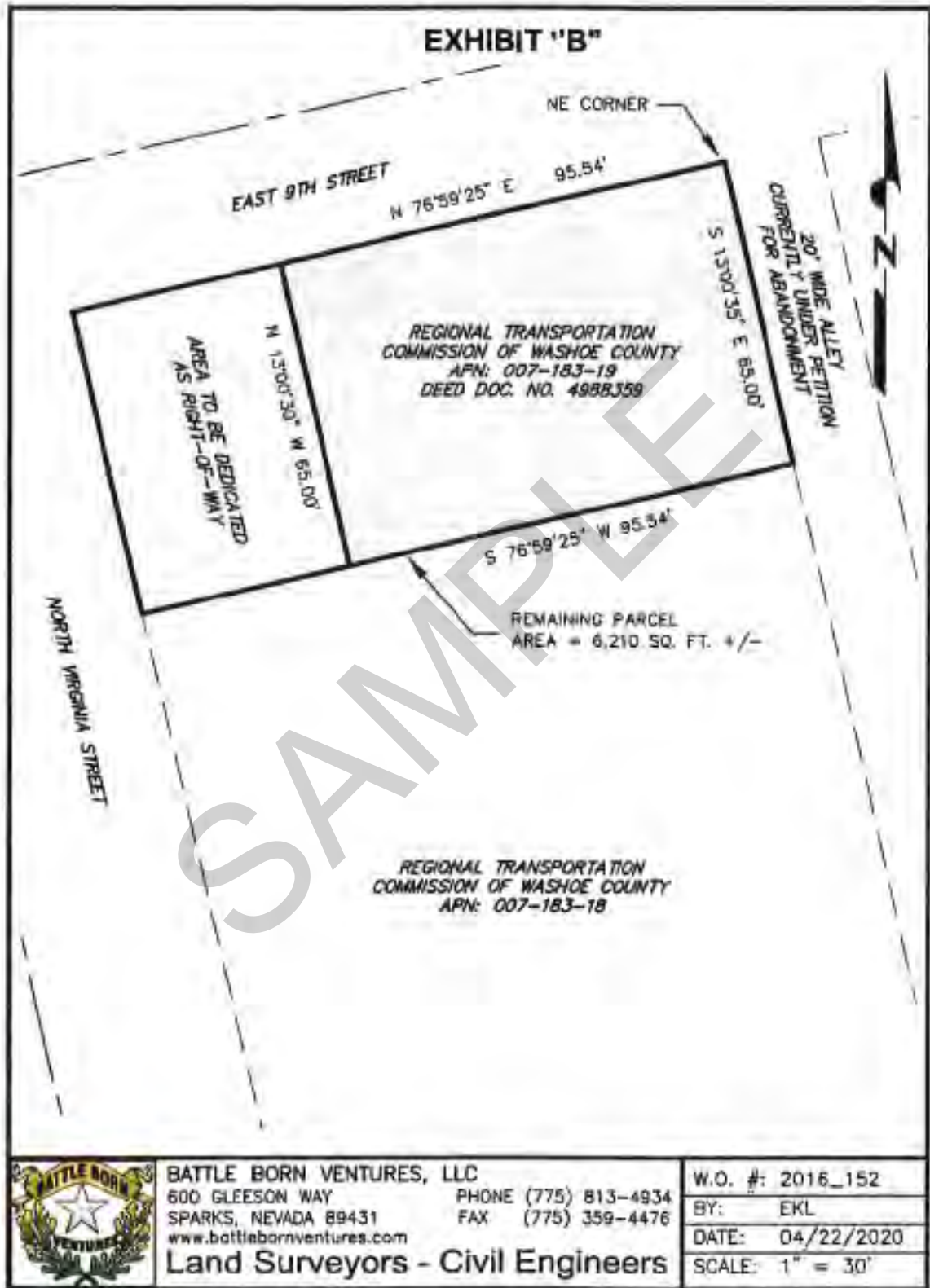


Exhibit B-4

**EXHIBIT C**

**FORM OF DEED**

[Continued on next page]

SAMPLE

Portion of APNs: 007-183-11, 007-183-12, 007-183-13  
007-183-18 and 007-183-19

WHEN RECORDED RETURN TO:  
UNIVERSITY OF NEVADA RENO  
MAIL STOP 243  
RENO, NV 89557

MAIL TAX STATEMENTS TO:  
UNIVERSITY OF NEVADA RENO  
MAIL STOP 243  
RENO, NV 89557

LEGAL DESCRIPTION PREPARED BY:  
Grant R. Alexander, P.L.S. 19051  
Battle Born Ventures, LLC  
600 Gleeson Way  
Sparks, Nevada 89431

Project: Virginia Street BRT Extension Project, Plumb Lane to Liberty Street  
& Maple to 15<sup>th</sup> Street/North Virginia Street  
Grant #: NV-TBA  
Project #: 211003

QUITCLAIM DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_],  
between the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter  
called GRANTOR, and BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER  
EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO, hereinafter called  
GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful  
money of the United States of America and other good and valuable consideration, the receipt  
whereof is hereby acknowledged, does hereby remise, release and forever quitclaim unto the  
GRANTEE and to its assigns forever, all of GRANTOR'S right, title and interest in and to that  
certain real property, said real property, as more particularly described in Exhibit "A", "A-1", "A-2",  
"A-3", "A-4" and depicted on Exhibit "B", "B-1", "B-2", "B-3", "B-4" attached hereto and made a part  
hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances  
thereunto belonging, or in anywise appertaining.

SUBJECT TO any and all utility easements whether of record or not.

IN WITNESS WHEREOF, the said GRANTOR, by and through its officers thereunto duly authorized, has caused these presents to be executed the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

By: \_\_\_\_\_  
Bob Lucey, Chair

STATE OF NEVADA  
COUNTY OF WASHOE

The above-instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Bob Lucey as Chair of the Regional Transportation Commission of Washoe County.

\_\_\_\_\_  
Notary Public

[Exhibits to be attached]

**EXHIBIT D**

**DESCRIPTION OF PROPERTY FILES**

Seller shall deliver the following Property Files to Buyer:

1. Copies of the purchase and sale agreement(s) pursuant to which Seller acquired title to the Property or any portion thereof;
2. Copy of the most recent Phase I Environmental Site Assessment in Seller's possession, subject to any obligation of confidentiality or nondisclosure which is binding upon Seller set forth therein;
3. Any survey of the Property in Seller's possession, subject to any obligation of confidentiality or nondisclosure which is binding upon Seller set forth therein;
4. Any appraisal in Seller's possession of the Property or any portion thereof, subject to any obligation of confidentiality or nondisclosure which is binding upon Seller set forth therein;
5. Any owner's title commitment or insurance policy for the benefit of Seller relating to the Property of any portion thereof;
6. Any restrictive covenants directly restricting or binding the Property or its owner in Seller's possession.





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 5.1**

**TO:** Regional Transportation Commission

**FROM:** Amy Cummings, AICP/LEED AP  
Director of Planning, Deputy  
Executive Director

Bill Thomas, AICP  
Executive Director

**SUBJECT: 2050 Regional Transportation Plan (RTP)**

**RECOMMENDATION**

Receive a report on the 2050 Regional Transportation Plan (RTP) and provide direction accordingly.

**SUMMARY**

The RTC issued a call for projects in an effort to seek agency and public input about projects to consider in the 2050 RTP. The RTC implemented an online survey to seek input from the public on potential new projects, which was open from June 22 through July 20, 2020. RTC is evaluating projects that were suggested for potential inclusion in the plan.

The framework described below is intended to assist in the prioritization process for roadway projects. It provides input and data for the RTC Board to consider during the evaluation and prioritization process. It is not anticipated that a mathematical formula will provide the final determination on project rankings and that professional judgement and community/agency staff input will be considered by the RTC staff and Board in making final recommendations and decisions. The preliminary project scoring will be presented to the public for additional input.

Separate evaluation frameworks are proposed for projects on existing roadways and construction of new roads. The framework for evaluating projects on existing roadways consists of the criteria and weighting, as shown as in the table below.

<b>Evaluation Criteria for Projects on Existing Roads</b>	<b>Weight</b>
Safety – crash frequency, rate, severity	35
Congestion – travel demand model existing/forecasted level of service (LOS)	20
Bike/Pedestrian Score – criteria in Bicycle & Pedestrian Master Plan	15
Equity	15

Regional Plan Land Use Priority – TMRPA tier system	15
Pavement Condition Index (PCI)/Bridge Rating	5
Flood Mitigation	5
Project Readiness	5
Private/Other Agency Funding	5
Public Input (after project alternatives outreach)	10
Agency Working Group Input (after project review)	10
<b>Total</b>	<b>140</b>

For analysis of new roads, additional methodology is needed because safety, congestion, pavement condition, and other data used to evaluate projects on existing roads would not be available for new construction. RTC will develop cost estimates for each proposed new road project, identify the projected average number of cars that would use the road on a daily basis (ADT), and develop an estimate for cost per ADT. The other criteria listed below will also be evaluated.

<b>Evaluation Criteria for New Road Construction</b>	<b>Weight</b>
Average Daily Traffic	45
Cost per Average Daily Traffic (ADT)	20
Regional Plan Land Use Priority – TMRPA tier system	15
Private/Other Agency Funding	5
Flood Mitigation	5
Emergency Response/Fire Evacuation	5
Public Input	15
Agency Working Group Input	15
<b>Total</b>	<b>125</b>

**FISCAL IMPACT**

2050 RTP development is included in the Unified Planning Work Program.

**PREVIOUS ACTIONS BY BOARD**

- |                   |  |
|-------------------|--|
| August 20, 2020   | Received a report on the 2050 Regional Transportation Plan (RTP) Transportation call for projects and provided direction |
| June 19, 2020     | Board approved 2050 RTP Guiding Principles   |
| December 20, 2019 | Board received report on the 2050 RTP visioning exercise   |
| November 15, 2019 | Board received report regarding the 2050 RTP public and agency outreach process and schedule                             |
| August 17, 2018   | Amendment No. 1 to the 2040 RTP approved   |
| May 21, 2017      | 2040 RTP approved  |

## **ADDITIONAL BACKGROUND**

The RTP is the RTC's long-range transportation plan as required under Title 23, Part 450 of the Code of Federal Regulations (CFR). It contains major transportation projects and programs for Washoe County for all modes of travel. It functions as the major tool for implementing long-range transportation planning. The RTP captures the community's vision of the transportation system and identifies the projects, programs and services necessary to achieve that vision that will be implemented by RTC, member entities, and Nevada Department of Transportation (NDOT).

This plan will be based on a robust community engagement process and conducted in collaboration with partner agencies. The plan will address the safety, mobility, connectivity, and traffic operations issues that are resulting from strong population and employment growth in the region. Federal regulations require that the long range planning document be updated every four years. The current RTP approval extends through May 2021.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 6.1**

**TO:** Regional Transportation Commission

**FROM:** Bill Thomas, AICP<sup>BT</sup>  
Executive Director

**SUBJECT:** Director's Report

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



**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 6.2**

**TO:** Regional Transportation Commission

**FROM:** Bill Thomas, AICBT  
Executive Director

**SUBJECT:** Federal Report

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

**Federal Update for RTC of Washoe County**  
**Prepared by Cardinal Infrastructure and Thompson Coburn**  
**November 20, 2020 Board Meeting**  
**Prepared November 9, 2020**

**Presidential Election and Transition**

Former Vice President Joe Biden is now President-elect Joe Biden, joined by Vice President-elect Kamala Harris. The Biden campaign has formally launched its transition website, which includes several priorities - COVID-19, economic recovery, racial equity, and climate change.

Two economic recovery priorities include Buy America(n) and the building of modern and resilient infrastructure. The policy statement provides: 1) "Mobilize American manufacturing and innovation to ensure that the future is made in America, and in all of America," and 2) "Mobilize American ingenuity to build a modern infrastructure and an equitable, clean energy future."

Two climate change priorities include further investments in infrastructure and transit. It provides:

*Infrastructure: Create millions of good, union jobs rebuilding America's crumbling infrastructure – from roads and bridges to green spaces and water systems to electricity grids and universal broadband – to lay a new foundation for sustainable growth, compete in the global economy, withstand the impacts of climate change, and improve public health, including access to clean air and clean water.*

*Transit: Provide every American city with 100,000 or more residents with high-quality, zero-emissions public transportation options through flexible federal investments with strong labor protections that create good, union jobs and meet the needs of these cities – ranging from light rail networks to improving existing transit and bus lines to installing infrastructure for pedestrians and bicyclists.*

Furthermore, in tackling the COVID-19 pandemic, the Biden Administration will institute a mask mandate and "establish a renewable fund for state and local governments to help prevent budget shortfalls..."

In addition to the launch of its transition website, efforts have been well underway to vet potential Cabinet and key Administration positions. Top picks for Secretary of Transportation and various senior level Department and modal Administrator appointments include Los Angeles Mayor Eric Garcetti, Congressman Earl Blumenaur (D-OR), former Mayor Rahm Emanuel, LA Metro CEO Phil Washington, Colorado DOT Executive Director Shoshana Lew, Delaware Governor Jack Markell, WSP's John Porcari, and Transportation for America's Beth Osborne.

**Congressional Elections**

Democrats are currently expected to maintain a narrow majority in the House, while control of the Senate is expected to be decided by the runoff race in Georgia come January. House Republicans will hold their leadership elections on November 17<sup>th</sup> and House Democratic leadership elections will be held on November 18-19<sup>th</sup>. All top leaders in both caucuses are seeking re-election.

Taking a closer look at what it means for the legislative agenda in the lame-duck session (November to January 3<sup>rd</sup>) and the 117<sup>th</sup> Congress, overall, some of the gridlock we've seen will continue with a Republican Senate majority and Democratic House majority. Speaker Pelosi will not have the leverage she anticipated in the lame-duck session to pass a revised Heroes Act-like relief package, and a smooth passage of infrastructure or climate change legislation in the beginning months of the 117<sup>th</sup> Congress is unlikely at this point (though this could change).

## **Ballot Measures**

Based on our latest review, 13 out of 17 "major" transit measures on state and local ballots passed, with a total of \$38 billion dollars in additional funding as a result of sales and property tax increases and bond issuances. A total of 53 public transit measures were on the ballot, with the latest reports of 45 measures passing (91.84% success rate).

Josh Cohen, Executive Director of APTA's Center for Transportation Excellence said, "The big measures this year were innovative and collaborative, and represent an approach to development that extends beyond mobility alone. The measures, and the campaigns themselves, talked to voters about equity, cleaner air and water, economic growth, and support for frontline and essential workers – a message and approach that was met with applause."

Notable ballot measures passed include, but are not limited to:

### **Austin, TX**

Adds an 8.75-cent tax rate on property to advance "Project Connect". The \$7.1 billion plan would pay for the construction of light rail lines, new bus routes, and a downtown subway system.

### **San Antonio, TX**

Redirects a one-eighth-cent sales tax to public transit that was previously earmarked for a workforce development program. The tax is estimated to raise \$38.5 million annually. Tax revenue will be directed to transit starting in 2026. Revenue will be split between the VIA Metropolitan Transit and the city and county.

### **Seattle, WA**

Renews a transit sales tax measure to fund transit projects for six years, increasing the tax from 0.1% to 0.15%. Among other items, these revenues will be dedicated to transit network maintenance and related capital improvements, along with fare subsidies for seniors and students.

### **Missoula, MT**

Approves a mill levy increase of 20 mills, which raises approximately \$3 million annually for the Missoula Urban Transportation District and Mountain Line services. The levy increase will fund an increase in bus frequency, add full weekend service, increase service for seniors and those with disabilities. It will also assist in Mountain Line's purchase of electric vehicles.

## **Appropriations**

Senate Majority Leader McConnell (R-KY) and House Speaker Pelosi (D-CA) have both reiterated that they want to pass a FY 2021 omnibus appropriations package in early December, rather than passing a second CR. The Senate Appropriations Committee plans to release all 12 of its FY 2021 appropriation bills on November 10<sup>th</sup>.

For context, on July 31<sup>st</sup>, the House passed their version of the Fiscal Year (FY) 2021 transportation appropriations bill. The transportation appropriations measure totals \$107.2 billion in total budgetary resources for U.S. DOT, an increase of \$21.1 billion above FY 2020 and \$19.4 billion above the President's budget request.

On September 30<sup>th</sup>, by a vote of 84-10, the Senate passed an appropriations continuing resolution (CR), funding the government at FY 2020 levels through December 11, 2020. The CR also included a one-year extension of the surface transportation bill, the FAST Act.

### **COVID-19 Relief Package**

On October 1<sup>st</sup>, with a vote of 214-207, the House passed its revised Heroes Act totaling \$2.2 trillion in COVID-19 supplemental relief spending. The bill contains the industry request for \$32 billion to the Federal Transit Administration (FTA) for public transit funding. The bill also includes \$238 billion to states based on their share of unemployed workers and \$179 billion to local governments, evenly divided between municipalities and counties.

Senate Majority Leader McConnell said the Senate needs to pass an economic stimulus package by the end of the calendar year, and Speaker Pelosi separately indicated she wants to restart negotiations. Republicans aim to pass a smaller package (i.e., previous \$650 billion "targeted" package), while Speaker Pelosi is focusing on a larger \$2.2 trillion relief package (i.e., revised Heroes Act). Leader McConnell maintains that the revised Heroes Act is too expensive and includes too many measures not directly related to the virus.

Furthermore, House Majority Leader Hoyer (D-MD) wrote in a 'Dear Colleague' letter on November 9<sup>th</sup>, "...I hope the Senate and the Trump Administration will work with the House to reach agreement on a bill along the lines of what we passed in May and October through the Heroes Act. So far, the Republican-led Senate has ignored this pressing challenge, and it is long past time to act. I hope the Senate will change course and do its job." This indicates an unwillingness to compromise down significantly from the \$2.2 trillion proposal, and could lead to challenging negotiations with the possibility of putting off relief until the 117<sup>th</sup> Congress.

Additionally, following the results of the presidential election, it remains unclear how the Trump Administration may shift its interests and negotiations for the next relief package. A senior White House advisor said, "Trump does not want the last thing he does in office to be a \$2 trillion debt spending bill. We want Biden to own that, not Trump."

### **CDC Mask Guidance**

The U.S. Department of Transportation, in conjunction with the Center for Disease Control and Prevention (CDC) held a virtual discussion on the CDC's new mask guidance. On October 19<sup>th</sup>, the CDC released interim guidance that says it now "strongly recommends" masks on public transportation. The discussion was led by Joel Szabat, Acting Under Secretary Transportation for Policy and Dr. Marty Cetron, Director, Division of Global Migration and Quarantine at the CDC.

Dr. Cetron addressed the guidance document, saying that the purpose and timing of it is to clarify the sense of urgency from the CDC, especially as we enter a global resurgence of the virus. He made remarks on the effectiveness of masks in public transportation, saying "everyone wearing a mask is helping to contain their potential virus...[they] curtail transmission to others [and]...provide protection for ourselves."

As to why the CDC has made it a "strong recommendation" rather than a "requirement," Dr. Cetron said, "If we can provide the reason and rationale, then we can go a long way with a voluntarily strong recommended posture....Explain with all clarity what the purposes are and appeal to civic responsibility and the nature of self-protection that comes along with masking." If the CDC can accomplish mask wearing in this manner a "requirement may not be necessary."

Acting Under Secretary Szabat said the Department will support transit agencies on appeals to them from individuals being denied access to transportation for not wearing a mask.



## **Census**

The U.S. Conference of Mayors (USCM) held a webinar on October 21<sup>st</sup> entitled, "How Ending the 2020 Census Count Impacts Local Communities." Participants included Atlanta, GA Mayor Keisha Lance Bottoms; San Antonio, TX Mayor Ron Nirenberg; Mesa, AZ Mayor John Giles; Rochester Hills, MI Mayor Bryan Barnett; Marc Morial, President and CEO, National Urban League; and Terri Ann Lowenthal, Census Consultant.

USCM discussed its support for the bipartisan 2020 Census Extension Act (S. 4571 and H.R. 8250), which would extend the statutory deadlines to give Census professionals the time to process the data collected. Section 201 of the House-passed revised Heroes Act contains the bill's language.

Mayor Nirenburg agrees that the abbreviated census count is likely to lead to an undercount, and that minorities and underserved residents are most likely to be skipped. As for whether the census will be reopened, Lowenthal said, "The better course of action is to get the new Congress to evaluate the quality of the count and get experts to look at combining local population estimates with the census data. An expert panel must be convened to revive trust from the public. There could be ways to scientifically correct or adjust census data."



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 6.3**

**TO:** Regional Transportation Commission

**FROM:** Kristina Swallow, Director NDOT

**SUBJECT: Nevada Department of Transportation**

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*



**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

**AGENDA ITEM 7**

**TO:** Regional Transportation Commission

**FROM:**

A handwritten signature in black ink, appearing to be "Bill Thomas", is written over a horizontal line.

Bill Thomas, AICP  
Executive Director

**SUBJECT: Public Input**

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the “comment” card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.