

Location:



REGIONAL TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno
Date/Time: 9:00 AM, Friday, February 24, 2023

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

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

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
 - 1.3.1. Receive a presentation and plaque from the APWA for the 2022 Spring Conference POTY Award to the Sun Vally Boulevard Project team.
 - 1.3.2. Congratulations to Keolis Driver of the Month - Ms. Georgena Martin
 - 1.3.3. Congratulations to MTM Employee of the Month -

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

3. Approval of Agenda (For Possible Action):

4. Consent Items (For Possible Action):

- 4.1. Minutes
 - 4.1.1. Approve 1/20/2023 Draft Meeting Minutes. (For Possible Action)

- 4.2. Reports
 - 4.2.1. Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
 - 4.2.2. Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
 - 4.2.3. Acknowledge receipt of the Monthly Public Transportation and Operations Report. (For Possible Action)
 - 4.2.4. Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
 - 4.2.5. Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)

- 4.3. Planning Department
 - 4.3.1. Approve the Transportation Alternatives Set-Aside Program Guidance and Application. (For Possible Action)

- 4.4. Engineering Department
 - 4.4.1. Approve a contract with Wood Rodgers, Inc., for preliminary design, environmental analysis, and final design services for the West Fourth Street Safety Project from West McCarran Boulevard to Vine Street, in an amount not-to-exceed \$1,057,830. (For Possible Action)
 - 4.4.2. Approve Amendment No. 2 to the contract with C.A. Group, Inc., for additional design services related to the Steamboat Parkway Improvements Project, in the amount of \$262,338, for a new total not-to-exceed amount of \$1,381,628. (For Possible Action)
 - 4.4.3. Approve a contract with Nichols Consulting Engineers, CHTD (NCE) for design and engineering during construction services related to the Pembroke Drive Capacity and Safety Project, in an amount not-to-exceed \$1,747,265.00. (For Possible Action)
 - 4.4.4. Approve the proposed new Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program; approve an Interlocal Cooperative Agreement with the City of Reno and Washoe County specifying responsibilities for delivering certain projects; approve an Interlocal Cooperative Agreement with the City of Reno and Washoe County specifying responsibilities for delivering certain projects. (For Possible Action)
 - 4.4.5. Approve the proposed sale of two remnant parcels acquired in connection with the Moana Lane Widening Project (APN 020-055-30 and APN 020-255-31) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1). (For Possible Action)

- 4.5. Public transportation/Operations Department
 - 4.5.1. Approve a contract with Marathon Finishing Systems, Inc., to modify an existing maintenance structure at 1301 East Sixth Street to design and install a Hydrogen Fueled Service Bay in support of the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project, in an amount not-to-exceed \$268,099.58. (For Possible Action)
 - 4.5.2. Approve an update to the RTC 2023 Title VI Report. (For Possible Action)
 - 4.5.3. Approve the purchase of four (4) forty (40) foot ZX5 Max Battery electric bus vehicles utilizing the State of Georgia's Contract No. 99999-001-SPD0000138-

0007, for an estimated amount not-to-exceed \$3,970,176.00. (For Possible Action)

4.5.4. Approve Amendment No. 3 to the contract with Dynamic Nevada Construction, in the amount of \$150,000.00, for a new total not-to-exceed amount of \$234,420.00. (For Possible Action)

4.6. Executive, Administrative and Finance Department

4.6.1. Acknowledge receipt of the Asset Donation Log for the second quarter of calendar year 2022 through the first quarter of calendar year 2023. (For Possible Action)

5. Public Hearing:

- 5.1. Conduct a public hearing on potential service and fare changes as recommended by the FY 2023-2027 Transit Optimization Plan Strategies document for RTC RIDE, RTC REGIONAL CONNECTOR, FlexRIDE, and other transportation programs; approve the recommended service and fare changes. (For Possible Action)
- a. Staff Presentation
 - b. Public Hearing
 - c. Action

6. Discussion Items and Presentations:

- 6.1. Elect the Commissioner representing the City of Sparks to serve as RTC Chair for calendar years 2023 and 2024, and elect a Commissioner to serve as RTC Vice Chair for calendar years 2023 and 2024. (For Possible Action)
- 6.2. Update, discussion, and potential direction to staff regarding legislative measures and issues being considered during the 82nd (2023) Session of the Nevada Legislature. (For Possible Action)
- 6.3. Approve the McCarran Boulevard Corridor Study final report. (For Possible Action)

7. Reports (Information Only):

- 7.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.
- 7.2. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.
- 7.3. Monthly verbal update/messages from NDOT Deputy Director Darin Tedford - no action will be taken.

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

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

10. Adjournment (For Possible Action):



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: January 20, 2023 Draft Meeting Minutes

RECOMMENDED ACTION

Approve 1/20/2023 Draft Meeting Minutes.

BACKGROUND AND DISCUSSION

See Attached for Background and Discussion

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:02 A.M.

January 20, 2023

PRESENT:

**Ed Lawson, Mayor of Sparks, Chair
Devon Reese, Reno City Vice Mayor
Mariluz Garcia, Washoe County (Alternate)
Naomi Duerr, City of Reno (Alternate)**

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

ABSENT:

**Vaughn Hartung, Washoe County Commissioner, Vice Chair
Hillary Schieve, Mayor of Reno
Alexis Hill, Washoe County Commissioner**

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

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Special Recognitions
 - 1.3.1 Congratulations to Keolis Driver of the Month – Mr. Malik Mettef
 - 1.3.2 Congratulations to MTM Employee of the Month – Mr. Wayne Ming

Item 2 PUBLIC INPUT

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

Mr. Ryan McKinney, local resident spoke about the need for braille and large print signs at the bus stops. The bus stop at Washington and 5th Streets, for example, doesn't have a sign that is easy to read. The 4th Street Station needs up to date signs in braille/large print of where the buses are located. He also asked about the future of FlexRIDE and would like to see more routes.

Mr. Ross Kinson, Business Agent at Teamsters 533, will be taking over the position of President of the Northern Nevada Central Labor Council in February. I hope to get to know each and every one of you very well. With regard to our policy changes that we recently put forth to NRS 277, what are you guys looking to do on changing the policy? What are you doing on your end? What are you moving your staff to do, as far as making policy changes to make transit better in northern Nevada? We have had a litany of issues, whether it's issues regarding restroom/pumping rooms for lactating mothers, the three strikes we had, the continued Board charges against Keolis, and the continued arbitrations. We

continue to speak about serious issues going on that we feel are not being addressed wholly and completely. We've put together requests for changes on NRS 277, and I'm here today to ask you guys to get behind the changes that we've put together and to move your staff in a direction that will make some positive changes for transit moving into the future. It has been a herculean effort on our part to get these changes through, so again, as we sit down and have further conversations, I'm asking from this body to look at the changes seriously and to move your staff to help push those changes through.

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

Item 3 APPROVAL OF AGENDA

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

Items 4.1 thru 4.5 CONSENT ITEMS

Chair Lawson asked if anyone would like to pull a consent item?

Commissioner Reese would like to pull Item 4.4.4 for discussion. Commissioner Duerr would also like to pull Item 4.4.3. for discussion.

4.1 Minutes

4.1.1 Approve 12/16/2022 Draft Meeting Minutes. (For Possible Action)

4.2 Reports

4.2.1 Acknowledge receipt of the monthly Planning Activity report. (For Possible Action)

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

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

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

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

4.3 Planning Department

4.3.1 Approve a contract with Alta Planning + Design, Inc., for planning services for development of the RTC Active Transportation Plan, in an amount not-to-exceed \$185,060. (For Possible Action)

4.4 Engineering Department

4.4.1 Approve Amendment No. 1 to the professional services agreement with Nichols Consulting Engineers for Construction Management Services and Engineering Services During Construction on the Oddie/Wells Boulevard Project, for a new total not-to-exceed amount of \$4,802,931.40. (For Possible Action)

4.4.2 Authorize a request for proposals (RFP) for the selection of Preliminary Design, Environmental Analysis, Final Design, and Construction Management Services for the Meadowood Mall Transit Station Relocation project. (For Possible Action)

4.4.3 Approve a contract with Eastern Sierra Engineering, P.C., for design services and optional engineering during construction for the Las Brisas and Los Altos Resurfacing

Project, in an amount not-to-exceed \$397,530. (For Possible Action) – *Item pulled for discussion*

- 4.4.4 Approve Amendment 1 to the contract with Lumos and Associates, Inc., for design services and engineering during construction of the 2023 Preventive Maintenance project, for a new total not-to-exceed amount of \$1,374,695. (For Possible Action) – *Item pulled for discussion*
- 4.4.5 Acknowledge receipt of information regarding an automatic annual increase of 4.1% 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)
- 4.4.6 Approve the proposed sale of APN 025-263-14, 025-263-15, 025-263-16, 025-263-17, 025-263-20 acquired in connection with the Moana Lane Extension Project (Airway Drive) to an adjoining owner and adopt a resolution required by NRS 277A.255(1). (For Possible Action)

4.5 Executive, Administrative and Finance Department

- 4.5.1 Approve modifications to RTC Management Policy P-13, Procurement, Contracting and Contract Administration. (For Possible Action)
- 4.5.2 Approve modifications to RTC Management Policy P-21, Travel. (For Possible Action)

Chair Lawson asked for a motion to approve consent items 4.1 through 4.5, with the exception of Items 4.4.3 and 4.4.4, which were pulled for discussion. Commissioner Reese moved to approve the items, which was seconded by Commissioner Duerr, which motion unanimously carried for approval. Consent Items 4.1 through 4.5, with the exception of Items 4.4.3 and 4.4.4, which were pulled for discussion.

- 4.4.3 Approve a contract with Eastern Sierra Engineering, P.C., for design services and optional engineering during construction for the Las Brisas and Los Altos Resurfacing Project, in an amount not-to-exceed \$397,530. (For Possible Action) – Under discussion

Commissioner Duerr said this item is very welcome. I would like to ask if the RTC coordinates the Washoe County Safe Routes to Schools with City Staff to evaluate if pedestrian safety items, such as striping changes, and pedestrian flashers on sidewalks would be included in the project?

Dale Keller, RTC Engineering Director, responded that for this project, it is part of our Pavement Preservation Program, and is one of the projects we're looking to implement in 2023 construction year. Part of the process is that we work closely with all of the City Staff, Reno, Sparks and County, to make sure we're implementing overall the correct lane striping, including pedestrian safety as we go through this access. One thing included in this Las Brisas and Los Altos project is making sure we're looking at pedestrian ramps and making sure we're accommodating our ADA requirements.

Commissioner Duerr said it seemed that the staff report only included replacing pavement and pedestrian ramps, but our question is about regional roads and safety changes that should be included. The City has no funding for these types of capital, so we're hoping those could be incorporated.

Mr. Keller: As we look through the projects and finalize design, we will work closely with City Staff and the Public Works Department making sure that we do have that finished project. If there are things that are in addition on the outside, we will continue to coordinate and communicate and identify different funding sources.

Commissioner Duerr restated our commitment to pedestrian safety and other safety improvements. RTC is the place where those can happen and where you have a sufficient budget to address it. We just want that on the record and want to work with you on those improvements. Thank you.

Commissioner Duerr made a motion to approved Item 4.4.3, which was seconded by Commissioner Garcia, which motion unanimously carried for approval of Consent Item 4.4.3.

- 4.4.4 Approve Amendment 1 to the contract with Lumos and Associates, Inc., for design services and engineering during construction of the 2023 Preventive Maintenance project, for a new total not-to-exceed amount of \$1,374,695. (For Possible Action) – Under discussion

Commissioner Reese stated his question is two-fold. I think the work that you are all doing to keep us informed about the changes and the nature of this particular item is important. The reason why I pull it is it is important to communicate with the public about the improvements that are being made here. As I understand, although there is an increase in the total overall project goal total, it really represents an increase of \$5 Million on a larger \$12.5 Million commitment, which ultimately results in something near \$10 million in improvements. We've just had a series of storms that have gripped the region and we are now dealing with potholes. I think it is important to highlight for the public what this particular agenda item is about.

Dale Keller, RTC Engineering Director stated that we are in our 2023 program and we are looking to increase our deferred maintenance of our roads, which part of that is the additional resources. The timing is really good as this is a foresight to Agenda Item 6.1. We discussed the overall 2024 Street and Highway Projects, and I'll talk briefly about what we're looking to do in 2023 to help accelerate and attack that deferred maintenance.

Commissioner Reese said his follow up question is how do we prioritize the various roads? I wanted to make certain that our communities that have the "worst" roads are the ones that are prioritized, and that we have some internal policies of how we choose which roads we slurry. I want to make sure they are not all concentrated in one particular area or in one social economic group, but that we have a routine policy that removes the politization of those. I take it that is what this item speaks to?

Mr. Keller said yes, we have the Pavement Preservation Group which incorporates all of our City, Public Works and County Staff to talk about what performance measures are we trying to reach? We look at the roadway network and make sure we are addressing the top priorities that we need first, and then we get collective input from each of the local agencies in making sure that we're hitting what is needed from a local perspective, and regionally how this all fits together.

Commissioner Duerr, as a follow up, I know in addition to the potholes, that we have been experiencing delamination. You have that opportunity to not just do the overlay, but do more of a patch. I wonder if that is an opportunity for Ward 2, south of Moana, which includes places like Virginia Street, Veterans Parkway, and Steamboat to Geiger Grade, as that section is a very heavily traveled. I know we have helped and prioritized the list, but I wonder what is your expectation there?

Mr. Keller, good questions, first of all when we talk about routine maintenance, which falls within the local jurisdictions, there is a great system in place where we can help address issues. We're creating a list and log to understand what is most important. Each month we meet as a Pavement Preservation Group to make sure we can adjust as needed.

Commissioner Duerr would like the group to take it to the next level where you would actually do a grind and an overlay versus a seal, which would be very appreciated. Some of the roads have so much traffic and heavy use, that it's probably accelerating past your typical useful life for the interim repair, so I would love it if you could explore that with our staff.

Bill Thomas, RTC Executive Director stated that we work very closely with the three staffs. Our system is designed to be prudent and wise on how we spend the money. So, we really focus collectively on what is the best for the network in terms of investments? We look and ask, is the money better spent perhaps preventing several roads from accelerating the potholes by doing a seal and we optimize every one of the roads to get the most for the community. I bring this up because that is the counter balance to the crisis mode we find ourselves in right now, where everyone needs a fix, and we unfortunately cannot hit everything. There is a real structured formalized way we work with staff to pick these roads based long term results.

Mr. Keller said this is a great Agenda topic if the Board pleases, for our Retreat in March. We can get into details and talk about how we develop our performance measures and our pavement condition index of an 80, and how do we achieve to hit that goal. We just created a fresh round of data for the 3-year for the whole region, so we're happy to walk through that and talk through what our needs are now and also in the future.

Chair Lawson noted that the Pavement Condition Index is used in Sparks, and there is a point where it's better to slurry seal and then wait until the degradation to completely replace. It works for us and I'm glad to see we are talking the same language.

Commissioner Reese made a motion to approved Item 4.4.4, which was seconded by Commissioner Garcia, which motion unanimously carried for approval of Consent Item 4.4.4.

Item 5 PUBLIC HEARING

- 5.1 Conduct a public hearing regarding approval of Amendment No. 1 to the 2050 Regional Transportation Plan (RTP); adopt a resolution approving Amendment No. 1 to the RTP. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

Xuan Wang, RTC Senior Technical Planner presented Amendment No. 1 to the 2050 Regional Transportation Plan (RTP). The Amendment is to reflect a schedule change to the NDOT project to add an auxiliary lane eastbound I-80 from McCarran Boulevard to Keystone Avenue. This project was originally scheduled for 2040 in the RTP. Due to funding availability it was moved forward for construction in 2023. Since this is a capacity project, according to Federal Regulations, any changes in capacity projects in the RTP, require a formal RTP Amendment process, and an Air Quality Transportation Conformity Analysis.

The project change was modeled in the Regional Travel Demand Model, and the Air Quality Analysis was conducted using the EPA model. The results demonstrated that all criteria pollutants are within the Motor Vehicles Emissions budget and confirmed the determination can be made. The Interagency Air Quality Consultation Group met on December 20, 2022, reviewed the analysis and recommended approval.

Following RTC's Public Participation Plan, a 21-day public comment period started December 30, 2022 and ended January 19, 2023. The draft RTP was posted on the RTC website and a public notice was published within local newspapers. So far, no public comments were received regarding this item.

The Technical Advisory Committee met on January 5, 2023, received a presentation and recommended approval of the Amendment.

Typically, we also bring this to the Citizens Multimodal Advisory Committee, but the January meeting was cancelled due to lack of quorum. We plan to bring this back in February as an information item.

This item being a public hearing, Chair Lawson opened the meeting to public comment and asked if anyone wished to speak at this time. Seeing none I will bring it back to the dais.

On Motion of Commissioner Duerr, seconded by Commissioner Reese, which motion carried unanimously, Chair Lawson ordered that Amendment No. 1 to the 2050 Regional Transportation Plan (RTP) be approved.

- 5.2 Conduct a public hearing regarding approval of Amendment No. 5 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 5 to the RTIP. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

Graham Dollarhide, RTC Senior Technical Planner presented Amendment No. 5 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP), which is being conducted in conjunction with the RTP Amendment No. 1 that was just presented.

The RTIP was originally adopted in March 2021, again, this represents the fifth amendment to that document. This particular amendment adds new projects, consolidates two projects into one, and updates the project funding schedule and scope for various other projects.

One project, as explained during the RTP Amendment item, required a Transportation Conformity Analysis, and that project was found to be in conformity with Federal Air Quality Regulations. A notice for the public comment period was opened December 30, 2022 and closed January 19, 2023. This 21-day public comment period was longer than what we've experience with the last few amendments to this document, which were all 7-day periods, and that is on account of the requirement for the Transportation Conformity Analysis, consistent with the public participation plan.

We received one comment during the comment period, in regards to a project on Center Street, and as to why it was not being included in the Amendment? The project is currently in both the RTP and RTIP, but no new information or changes are available at this time, which is why it was not included in the current amendment.

We received recommendation for approval by the TAC. Unfortunately, the CMAC meeting was cancelled on account of lack of quorum. We will be taking it back to CMAC as informational during next month's meeting.

Details of the projects included within this amendment are:

- I-80/Keystone Package 2, Phase 2B project is new. This is the one that required the Air Quality Analysis.

- West McCarran Boulevard to Vine Street is another new project that is closely associated with the West Fourth Street project within the RTIP. The original project limits were Stoker Avenue to Evans Avenue. That project will be administratively modified to change the limits from Vine Street to Evans Avenue to eliminate the overlap.
- Sierra Street Bridge Replacement project was two projects within the RTIP, it is being consolidated into one project. It combines the design and construction phases and adds funding for the right of way phase. We also updated the Federal and Local funding sources.

Changes to existing projects involved increases to construction funding. One of those being the Sparks Corridor Phase 2 project. Additionally, the US 395 North Valleys Phase 1B project was pulled from the December Agenda and thus excluded from Amendment No. 4, due to ongoing updates and project costs and funding sources. Those have now been corrected and updated and are therefore being included in this Amendment No. 5.

Additionally, the US 395 North Valleys Phase 2 project is updated to include a Federal Discretionary Grant that was recently awarded. It is the Info Grant that RTC worked jointly on with NDOT.

Commissioner Duerr commented that the project we've really pushed is Virginia Street itself, parallel to US 395. Where does that fit into the planning, as the North Valleys are experiencing tremendous challenges with traffic. I am very happy to see the North Valleys and Sierra Street Bridge projects coming up much sooner than expected.

Mr. Dollarhide said we will get details on that to follow up.

Commissioner Reese commented that these are all exceptionally exciting projects, because they tell you that the Region is growing and that we've made some critical investments both from NDOT and the Federal Government from RTC's perspective.

I understand that a number of bridge replacements are coming down the pike and a number of them are on an accelerated path for replacement. I want to make sure, because NDOT has now confirmed the Boomtown Garson Bridge replacement is in the NDOT STP funding, I want to make sure this project is also in our 2021-2025 RTIP?

Mr. Dollarhide, I believe NDOT is planning to include that project into the RTIP in a future amendment, probably with our next update.

Commissioner Duerr noted for future talks on the Boomtown/Garson overpass, we need to look at how we will connect this community that will be split by I-80.

This item being a public hearing, Chair Lawson opened the meeting to public comment and asked if anyone wished to speak at this time.

On Motion of Commissioner Reese, seconded by Commissioner Duerr, which motion carried unanimously, Chair Lawson ordered that Amendment No. 5 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) be approved.

Item 6 DISCUSSION ITEMS AND PRESENTATIONS

- 6.1. Acknowledge receipt of a report regarding potential new Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program. (For Possible Action)

Dale Keller, RTC Director of Engineering presented information on the Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program. There is no approval action being sought today, so at a future RTC Board meeting, staff will compile the final list of projects, as well as the relative interlocal agreements for possible board action. Today is just to receive the report for your input and consideration.

There are two maps within the presentation depicting new potential projects for FY2024 for the City of Reno and City of Sparks. Each project is highlighted on the maps. These specific projects are selected by a group of Public Works professionals from each of the Cities, as well as the County. The Traffic Operations & Management (TOMS) Group has also been involved in the project selections.

Commissioner Duerr asked about the roundabout on the Geiger Grade and how to get it reconfigured. We've talked about implementing some things ourselves in the interim, such as restriping and signage, etc., because it is a very confusing place to navigate. We are working desperately to get horses fenced out of all of roads, and NDOT has been amazing in terms of looking at an overpass or underpass on Geiger Grade for wildlife. I wanted to confirm on this project, does it include a reconfiguration or redo of the roundabout?

Mr. Keller said there are two separate projects. One of the active projects that we are currently working on is the roundabout modification. That is coming out of the TOMS Group, so we're looking to make some implementations if not in 2023 in construction, then in 2024. The long-term solution to help relieve traffic will be to bypass the roundabout and get straight to the I-580.

Commissioner Duerr also asked about the Mt. Rose Highway and the removal of the yellow flashing lights, which is a statewide initiative. Anecdotally, I've heard since the yellow lights came out there has been some accidents. The removal of the flashing yellow lights has been fairly criticized at my Neighborhood Advisory Board. Are we reconsidering putting the flashing yellow lights back, or are we still moving forward with their removal?

Mr. Keller, I can speak specifically to what we are looking to move forward with on the Mt. Rose Study. The purpose of that project is to improve safety. So, as we continue the work with our partners at NDOT, we ask what are those things that need to be implemented to help improve safety? Those are things we have to consider during final design on what makes sense contextually, and working with NDOT, City of Reno and Washoe County staff, to collectively find what is the right solution for the area.

Commissioner Duerr asked about the Downtown Reno area and the Safe Streets and Roads 4 All. It didn't seem like we had enough north-south continuous pathway, do you have any information on that?

Mr. Keller said we'll continue conversations with City staff about the north-south connection. Part of the good thing about the Safe Streets 4 All, is we are looking at how it looks as an overall network for multimodal connections as well as pedestrian connections.

Commissioner Reese discussed the North Valleys. This is an area where we have some significant planning needs, both on the City of Reno Planning side, but also on the Transportation Infrastructure side, and I want to understand how the RTC intends to coordinate some comprehensive planning that goes into coordinating phases between NDOT projects and RTC projects.

Mr. Keller stated these are great comments and you've identified the challenges of so many different types of Public Works projects that are happening all at once. We do have a somewhat centralized website which is www.northvalleysimprovements.com and we've been working closely with City of Reno, County and the School District staff to show all of those projects on one map.

Commissioner Reese asked about timelines on several projects.

Mr. Keller, stated he thinks we're making strides to reach resolution and conclusion on several projects. The City of Reno is leading the Virginia Street Placemaking Study. My understanding is that one will be wrapping up in the spring time. We also worked with UNR to understand the Micromodal Pilot Study, and we're going to receive that information/data at the end of February or early March.

Commissioner Reese wanted to also thank Mr. Keller and your staff for the way in which you have been able to work with our staff. I hear routinely that the meetings are productive, people are gracious and thoughtful. Obviously when we come to this Board we're sitting as a regional body with each of the each of us representing various entities on it, but I am constantly informed that there is excellent working relationships and the work is getting done.

E.D. Bill Thomas noted that Commissioner Hartung made it very clear in conversations with him that he is very supportive of the Pyramid Highway Operational Improvement, which would extend the southbound lane between Egyptian Drive and Ingenuity, and I wanted to put it on the record.

In general, without things like the RTC Street & Highway Program, these steps and these projects can't happen. I think you would all want us to refine these projects and make sure the money is well spent, because we don't have unlimited resources. I'm going to go out on a limb and say that I believe from my conversations with the City of Reno, that within the next quarter of this year, the next 3-4 months, that we'll have the answers you're looking for, which is what is going to happen north-south and generally Downtown. Honestly, if we get the Safe Streets 4 All Grant for \$50 million, it is going to force the issue. When you get Federal money there is a timeline, and if you don't use it you lose it. That will probably be the key pressure point of making something happen in Downtown. We want to assure people that it's moving forward and it's moving to a point of eventually being in place.

We did a pretty exhaustive working study with NDOT and what the community thinks of McCarran Boulevard. Not surprisingly to those of us that drive it, we would call this our freeway system too. In other words, people perceive and use McCarran much differently from a local road, yet we live in a world where the three local governments own the network. The view I would encourage the Board and the community to have is that this is a true regional road. What happens locally, or in a given area, does have impact on many more people. There is a balance between the local desire in a particular area of the Boulevard, against the purpose of what the road is. I wanted to lay that out knowing that sometimes on these regional roads everyone doesn't get everything they want, because there is a greater good that we're trying to get to.

Commissioner Duerr said for Geiger Grade, it's out in 2026. Like you said it's like a future promise, but if I was to prioritize these things down south, I would put Geiger Grade up above the Mt. Rose improvements. The reason is that this is where all the growth in Reno has been focused for the last two decades. The Veterans Parkway area really only has two ways out, you have to go Steamboat or to the Veterans roundabout. I would like to see Geiger pushed up on the schedule if possible, because

this is a planning document, so I would love to plan to push it up because so many people are commuting and affected.

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

Items 7.1 thru 7.3 REPORTS

7.1 RTC Executive Director Report

1. Please join me in welcoming our newest employee, Alex Cruz. Alex started in the public transportation department this week, as an assistant transit planner. He comes to the RTC from Carson City where he served as their transit coordinator.
2. Construction on a new rapid station, is set to begin Monday. The new station will be on south Virginia street, across the street from the peppermill. This bus stop is in the top 10 for passenger usage in our network. The upgrades will provide a comfortable, convenient way for passengers to use the RTC's rapid Virginia line transit service. We expect the project to be completed, this summer.
3. The RTC is a sponsor of the clean energy and transportation conference. Registration is open for the event, happening on February 2nd and 3rd at the peppermill. Various panels will discuss things like electric vehicles including buses, hydrogen fuel cell buses, battery technologies and alternate sources of revenue for infrastructure. Stakeholders from around the west – and even some from Washington, dc will be in town. The event is just days before the start of the 82nd legislative session. That will give Nevada's lawmakers a chance to hear about some of our transportation needs and issues.
4. As you know, January has brought one storm after another. I want to thank our facilities maintenance team for their efforts to clear snow from our parking lots to keep our properties safe.
5. This will be our last RTC board meeting in these chambers. Thank you to Washoe county for letting us use this room over the last seven years. Our next meeting is February 24th at our new board room at the RTC administrative offices, located at 1105 terminal way.

Commissioner Duerr heard from the public that RTC staff were out hand shoveling the bus stops up at Tahoe and this is above and beyond, as we all know what backbreaking work that is. That was remarkable and noted.

The people in south Reno could not be more excited about this upcoming Steamboat Reconstruction project, and I wondered if you could tell us when are you thinking for the start of that project? I heard it might be March or April, but now you're saying end of summer?

Mr. Keller stated we are still working with NV Energy on some relocations to get the utilities out of the way first. We can provide you more with in-depth information and talk about where we are with our status, and where we fall with the other utilities that need to get out of the way.

Commissioner Duerr said you did an amazing job on the South Reno or South Meadows Road Study. There were maybe 65 projects in there? What is the plan for moving forward with that? I'm happy to

meet offline and separately, but I just wondered generally are we still working on implementing that plan?

Mr. Thomas said short answer is yes, and Dale can certainly talk about the different pieces. What you point out is probably the biggest challenge of these projects. There are multiple elements involved, and people get frustrated because the right of way for example may take much longer than we thought, or a utility may not be moved fast enough. We hear you and we understand it, both the elected officials as well as the community and we're going to keep pushing forward.

Dale said we are going to be activating a signal on Wilbur May and South Meadows Parkway. We'll be doing a Flip the Switch Event, so stay tuned and we're looking forward to those who can participate.

7.2 RTC Federal Report

Mr. Paul Nelson, RTC Government Affairs Officer, addressed the Board regarding the Federal report included within the Agenda packet.

7.3 NDOT Director Report

NDOT Deputy Director Darin Tedford first wanted to formally announce a transition in leadership at NDOT. After serving the State of Nevada for four years, Kristina Swallow has moved on from NDOT. During her tenure, NDOT accomplished a number of things for the betterment of the citizens of Nevada. A couple included updating our Strategic Highway Safety Plan to include equity and focus on speed, and developing processes to prioritize critical safety improvements such as wrong way driver alert systems and passing and climbing lanes.

Director Swallow also wanted to extend her thanks to this Board and all of the RTC Washoe staff for being supportive partners over the past years.

As we say goodbye to Director Swallow, we are excited to welcome back a familiar face, Tracy Larkin Thomason. The appointment of NDOT's new Director was approved unanimously by the Transportation Board of Directors on Monday, January 9, 2023, and became effective this past Tuesday, January 17, 2023. As many of you know, Tracy worked for NDOT for 34 years in Planning, Engineering and other areas before spending nine years as Deputy Director and retiring in 2021. Tracy brings extensive knowledge of NDOT's operation through Administration Management and technical roles throughout the department. She also brings a national perspective, and has a deep understanding of the Federal Funding process, as well as proven leadership capability. For the past couple of years, Tracy has been working for the Intelligent Transportation Society of America, developing a national non-profit organization program department and initiating and growing statewide smart and connected infrastructure applications. As the newly appointed NDOT Director, we welcome Tracy back to the NDOT team.

Next, Mr. Tedford gave a presentation and spoke on the following topics:

Traffic Safety – which included:

- Washoe County Traffic Safety
- Keeping Road Users Safe During Winter Storms
- Name a Snowplow Contest Winners

Mr. Tedford then did a follow up on topics brought up during the meeting that included:

- Yellow Flashing Lights System
- Bridge Maintenance and Replacement
- Speed of Government

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Reese wanted to thank Mr. Thomas for his presence in Washington DC in early January. I think this is an important part of our strategic focus on making sure that this region receives infrastructure dollars that are desperately needed. That speaks volumes to the intellectual analysis that is being done by your office. Thank you for that. I also wanted to give my thanks to Director Swallow. I appreciate the presentation given today by Mr. Tedford. I think it will help us understand our regions infrastructure needs going forward.

Commissioner Reese wanted to note that Mr. Kinson requested support this morning for changes to NRS 277. While I'm not sure what those might be or the extent of them, I do think it's important that we connect with our labor groups to understand what might be coming. I understand that one of our local assembly members is interested in bringing a bill on these topics. So, I would behoove Mr. Thomas and Mr. Nelson to make sure we know what those areas are and also to work with our labor groups to understand what their needs are. I think that is an important part of my interest in this body is making sure we're not only handling the infrastructure, but I want to understand a bit more about the public transit aspect. Secondly, I understand there are ways to measure performance metrics on the public transit side. I would like see that going forward and understand how we are evaluating our public transit system. I think what we do not measure we cannot properly evaluate, so I'd like to see what kind of matrix we're using.

Item 9 PUBLIC INPUT

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

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:48 a.m.

ED LAWSON, Chair
Regional Transportation Commission

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.2.1

To: Regional Transportation Commission

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

SUBJECT: Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees Report

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on February 1, 2023, and acknowledged receipt of a report on Fiscal Year 2023 Transit Optimization Plans Strategies (TOPS) Recommended Service Changes, recommended approval of the Transportation Alternatives (TA) Set-Aside Program Guidance and Application, and received a presentation regarding proposed tasks for the FY 2024-2025 Unified Planning Work Program.

Technical Advisory Committee (TAC)

The TAC met on February 2, 2023, and acknowledged receipt of a report on Fiscal Year 2023 Transit Optimization Plans Strategies (TOPS) Recommended Service Changes, recommended approval of the Transportation Alternatives (TA) Set-Aside Program Guidance and Application, and received a presentation regarding proposed tasks for the FY 2024-2025 Unified Planning Work Program.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

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

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.2.2

To: Regional Transportation Commission

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

SUBJECT: Engineering Activity Report

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

Funding for this item is included in the approved FY 2023 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/
<i>Status: The Contract bid was awarded to Spanish Springs Construction (SSC). Construction will begin in February.</i>	

Center Street Multimodal Improvements	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/
<i>Status: Thirty percent (30%) design plans are produced. Additional traffic analysis of the downtown road network supports the efforts of City of Reno to complete The Downtown PlaceMaking Study. Once the final report is published, final scope and design will be completed.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

South Virginia Street & I-580 Exit 29 Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/
<i>Status: Ongoing coordination with NDOT and City of Reno. 60% design plans are expected by the first quarter of 2023. Right-of-way process and Public/Stakeholder meetings are expected to start in March. Construction is tentatively scheduled for fiscal year 2025 (summer 2024).</i>	

Sparks Boulevard	
Amanda Callegari, South Phase Project Manager Jeff Wilbrecht, North Phase Project Manager	SparksBLVDproject.com.
<i>Status: South Phase: Electrical items including signal heads and cameras have been procured and installation will continue in February, weather pending.</i>	
<i>North Phase: The final Environmental Assessment document for the North Phase is nearly complete and currently be routed for signatures by FHWA and NDOT. Utility relocations are being evaluated to ensure project improvements are not in conflict. A public meeting will be planned for early 2023 to review the findings within the Environmental Assessment.</i>	

Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The utility coordination and right-of-way acquisition process is ongoing. Construction is anticipated to start by summer of 2023.</i>	

Traffic Signal Timing 6	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<i>Status: New timing on Rock Blvd was implemented in late January 2023.</i>	

Traffic Engineering (TE) Spot 10 – South	
Doug Maloy, Engineering Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: Remaining utility work will occur weather permitting over the next few months. The roundabout construction will begin spring 2023.</i>	

Traffic Management – ITS Phase 4	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Titan Electrical Contracting continues construction of improvements on Prater Way between Pyramid Way and Sparks City Hall. Project is on hold for winter. Project be completed in Spring 2023.</i>	

Traffic Signal Installations 22-01	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: The new traffic signal was activated at South Meadows Parkway and Wilbur May Parkway in January. Signal turn on at Mill St. at Telegraph expected in February.</i>	

Traffic Signal Modifications 22-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: The consultant is completing final design. Right-of-way acquisition and NDOT permitting is ongoing.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: The design team is moving towards 60% design and addressing agency comments received. Coordination with utility companies is on-going. A Section 408 permit for geotechnical borings was submitted to Carson Truckee Water Conservancy District. Coordination with USACE, FHWA, and NDOT continues.</i>	

Lemmon Drive	
Amanda Callegari, Segment 2 Project Manager	Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Segment 2 – A Request for Proposals (RFP) for environmental services and final design was released on January 12, 2023. Proposals are due February 16, 2023 and evaluations will follow. Currently working on the FY2023 RAISE Grant Application.</i>	

Mill Street Capacity & Safety (Kietzke Lane to Terminal Way)	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: The project team is reviewing the 60% design package. Coordination with utility companies is on-going. Outreach with adjacent business owners continues. The team held the first right-of-way setting at the beginning of February.</i>	

Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<i>Status: A seasonal winter shutdown is in place; however, some shoulder and miscellaneous work is being performed until construction activities are resumed in March (weather permitting) within the limits of Phase 2 (Sullivan Lane in Sparks to Silverada Boulevard in Reno) and Phase 3 (Silverada Boulevard to Sutro Street in Reno).</i>	
<i>Overall construction, including the remaining phases, is anticipated to continue over the next construction seasons and be complete by the third quarter of 2024.</i>	

Sky Vista Parkway Widening Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: A seasonal winter shutdown is in place; however, some shoulder and miscellaneous work is being performed until construction activities are resumed next March 2023 (weather permitting). Public outreach efforts continue to develop as the team works on a roundabout education campaign tailored to the project area.</i>	

Truckee River Shared Use Path	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the necessary property in which the pathway will traverse.</i>	

PAVEMENT PRESERVATION PROJECTS

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: The Contract bid was awarded to Q&D Construction (Q&D). Construction is anticipated to start in April 2022.</i>	

Arrowcreek Parkway Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: Right-of-way easement acquisition is near complete. The contract bidding is anticipated in March 2023. Beginning of construction is anticipated for late spring 2023.</i>	

Holcomb Avenue Rehabilitation	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/
<i>Status: Wood Rodgers has completed final design and the final construction package is ready to be released for bidding on February 8, 2023. Construction is tentatively scheduled to begin in May 2023 after the TMWA water main replacement project is complete.</i>	

Selmi Drive Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/
<i>Status: DOWL (former Farr West Engineering) is the selected team for the design. The team is expecting to complete 30% design plans by the end of March. Construction is tentatively scheduled for spring 2024.</i>	

Sutro Street & Enterprise Road Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: Construction contract was awarded to Sierra Nevada Construction (SNC) and construction is expected to start this spring (weather permitting).</i>	

OTHER PROJECTS

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

Peppermill BRT Station	
Scott Gibson, Project Manager	
<i>Status: The project started construction in February 2023.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Bus Stop ICP Project, TO4	FA Acquisitions III LLC	\$4,891.27	\$0
Arrowcreek Parkway	MK III Holdings, LLC	\$1,055.00	\$0
Arrowcreek Parkway	Whites Creek Properties LLC	\$1,538.00	\$0

CONTRACTS UP TO \$100,000

Project	Vender	Scope	Amount
Safe Streets for All (SS4A)	Alta Planning + Design, Inc.	Preliminary Concept Refinement	\$96,210.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.2.3

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the Monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

See Attachment A for background and discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BACKGROUND AND DISCUSSION

ATTACHMENT A

Highlights

RTC RIDE Key Highlights – January

- Released 7 trainees to operations for revenue service
- 2 driver terminations / 2 driver resignations
- Inclement weather on January 1st, 2nd, 3rd, 5th, 10th, 14th, and 19th
- CUTA completed full 8-hour CUTA training for 2 Road Supervisors, an MOD, and Data Analyst
- Schedule posted for Operator training, which will begin in February for CUTA Module 1.
- Employee Engagement: Celebrated *National Popcorn Day*
- Provided shelter for residents at Rosewood Park Apartments due to woman and child being held at gunpoint, 12/19
- January 7, 2023, service change
- Grievances: 1 new, 1 pending settled, 1 settled and 4 open (total).
- 4 ULP's open

Keolis represented staffing headcount as of January 31, 2023:

Position	Total Employed	#Needed
Coach Operator Trainees	7	10
Coach Operators	153	12
Dispatchers	6	0
Road Supervisors	4	1
Manager On Duty	5	0
Mechanic A	5	0
Mechanic B	4	0
Mechanic C	4	0
EV Technician	1	0
Maintenance Supervisor	3	0
Electronics Tech	2	0
Body Technician	1	0

RTC ACCESS Key Highlights – January

MTM held two classes in January (1/17/2023 = 1 driver; 1/31/2023 = 4 drivers)

Safety:

Accidents:

- 1 Preventable
- 1 Non Preventable

Injuries:

- 1 Modified Duty

- 1 Lost Time
- 3 Report only

YTD Preventable Accident Count: 1

YTD Injury Count: 2

January Safety Blitz

Slips Trips and Falls

<https://youtu.be/rpAJ3S8SmZk>

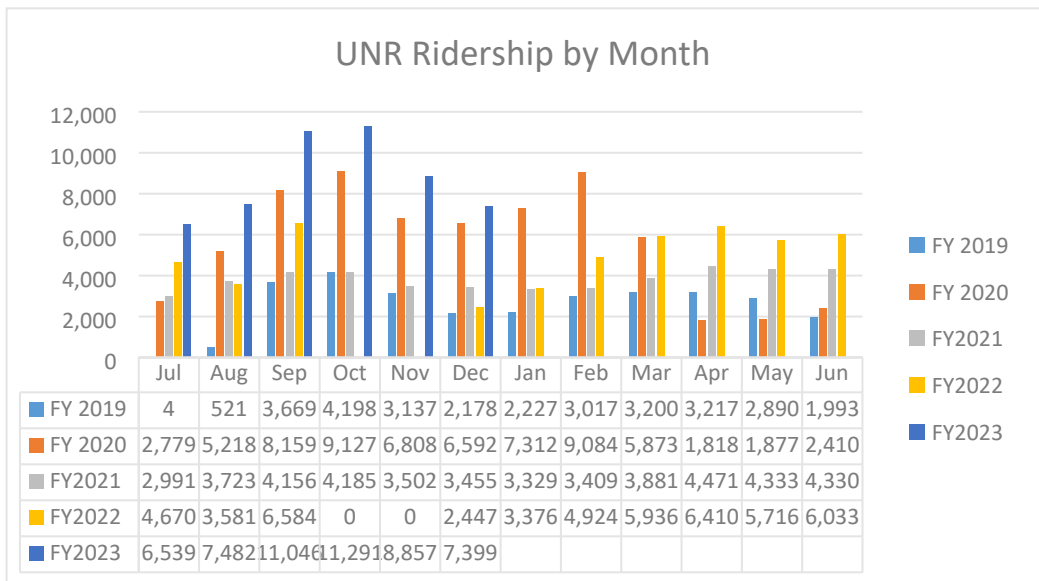
January Safety Meeting - Slips Trips and Falls

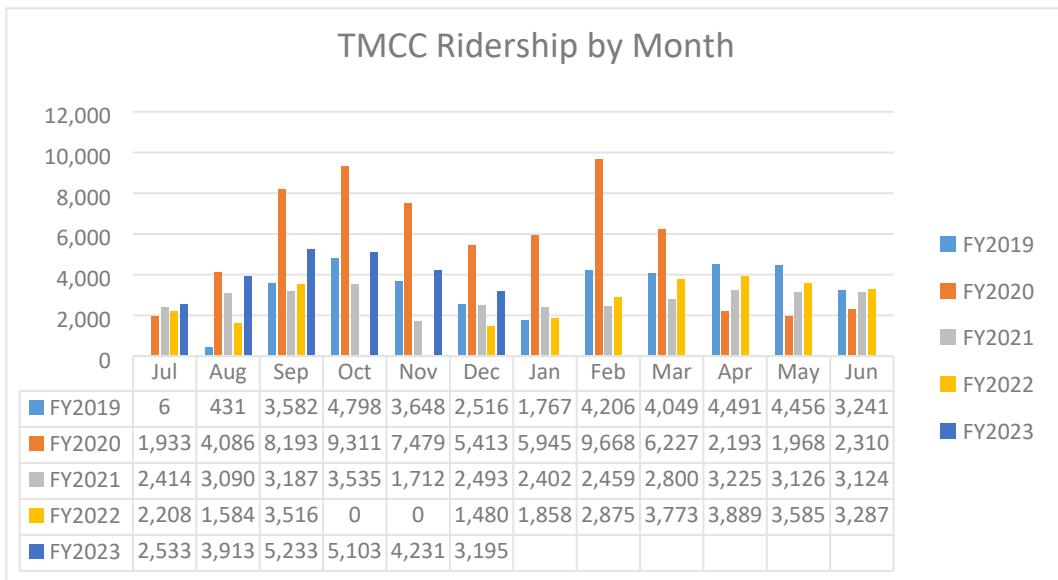
MTM represented staffing headcount as of January 31, 2023:

Position	Total Employed	#Needed
Drivers	47 FT – 6 PT	8 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	2 FT	1
Utility Worker	1	1

TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools dropped by 1 to 349.
- RTC's ED Pass program at UNR has hit new monthly highs for 5 months in a row.
- RTC Smart Trips added videos to our website explaining RTC's Vanpool Program and our Bus Pass Subsidy program. A link is available here: <https://rtcsmartrips.rideproweb.com/rp2/Home/Home>
- The Northern Nevada Transportation Management Association has its kick off meeting set for Tuesday, February 21 at 11am at the TRI Center.
- Ridership numbers from the ED Pass Program through the month of December:

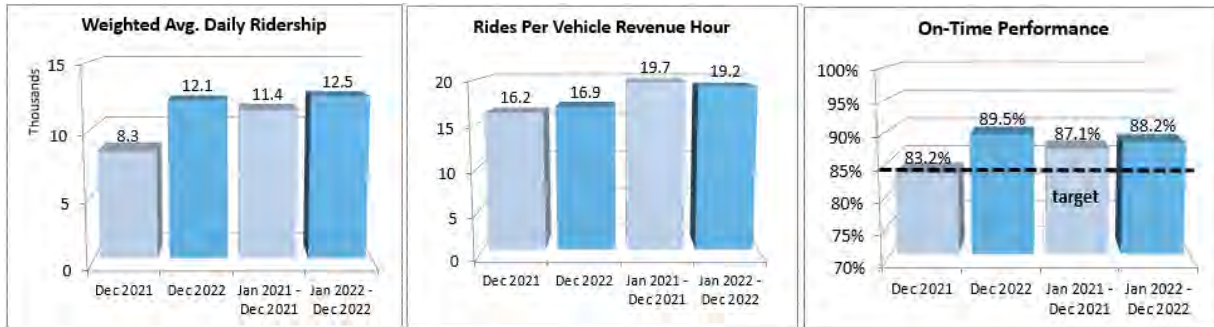




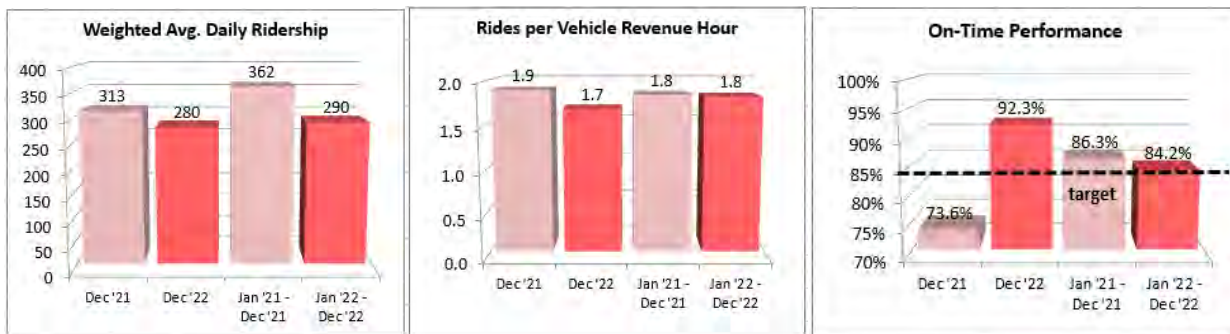
Ridership numbers in October & November of 2021 were affected by the driver strikes.

DECEMBER 2022 TRANSIT PERFORMANCE

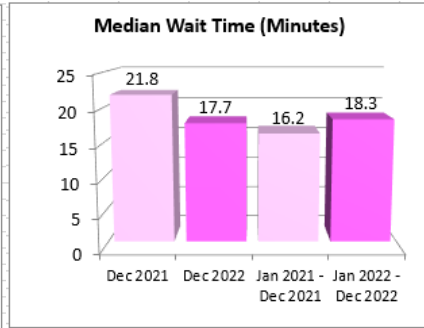
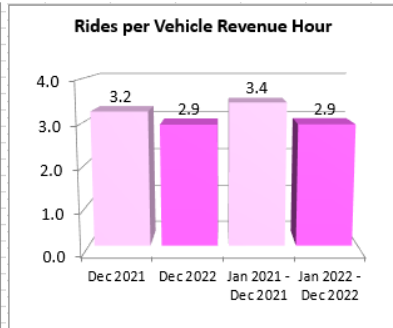
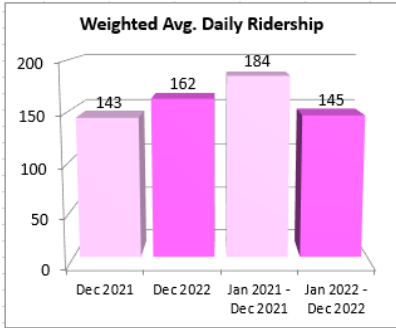
RTC RIDE



RTC ACCESS



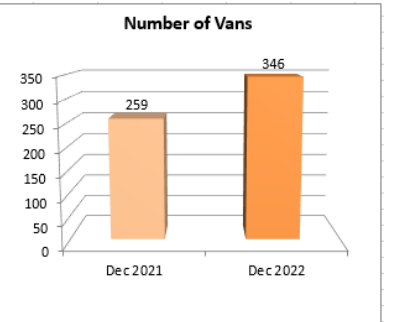
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.2.4

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

SUBJECT: Planning Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

PLANNING STUDIES

McCarran Boulevard Corridor Study	
Dan Doenges, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/
<i>Status: Final report to be presented for adoption.</i>	
Verdi Area Multimodal Transportation Study	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/
<i>Status: The project team is developing a draft study report.</i>	
Virginia Street Transit Oriented Development (TOD) Planning Study	
Graham Dollarhide, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/
<i>Status: Kick-off meeting held with consultant to draft project management plan.</i>	
Active Transportation Plan	
Dan Doenges, Project Manager	N/A
<i>Status: Internal kick-off meeting held to outline process and schedule.</i>	

ONGOING PROGRAMS

Bicycle and Pedestrian Planning	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i>	
<ul style="list-style-type: none">• <i>Coordination with City of Reno and UNR for micromobility pilot data report and summary.</i>• <i>Scheduling debrief on Safe Streets and Roads for All (SS4A) application following unsuccessful award.</i>	
Vision Zero Truckee Meadows	
James Weston, Project Manager	https://visionzerotruckeemeadows.com/
<i>Status: Tentative meeting held on February 27, 2023</i>	
<ul style="list-style-type: none">• <i>Regional crash analysis underway.</i>• <i>Discussion with City of Reno staff on data sharing.</i>• <i>Review of funding options for SS4A projects.</i>• <i>Tracking various BDRs related to traffic safety legislation.</i>	

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities	
Lauren Ball, Project Manager	
<i>Status: RTC staff conducted the following outreach activities from Jan. 20 – Feb. 24.</i>	
<i>January 25</i>	<i>Nevada Dementia-Capable Community Care Stakeholder Conference Participant</i>
<i>January 26</i>	<i>Newcomers and Neighbors Club of Northern Nevada - Transit Services for Seniors</i>
<i>January 31</i>	<i>Age Friendly Action Committee - May Service Change Proposal Presentation</i>
<i>February 1</i>	<i>RTC Technical Advisory Committee (TAC) Meeting</i>
<i>February 1</i>	<i>Sparks/Reno/Washoe Senior Citizens Advisory Committee Meeting - Transit services for seniors/upcoming service change presentation</i>
<i>February 2</i>	<i>RTC Citizens Multimodal Advisory Committee (CMAC) Meeting</i>
<i>February 3</i>	<i>Washoe Senior Coalition - May 2023 Service Change Presentation</i>
<i>February 13</i>	<i>Senior Resources Fair - FlexRIDE Outreach</i>

Media Relations & Social Media	
Lauren Ball, Project Manager	
<i>Status: The RTC issued 6 news releases and received 11 media inquiries regarding holiday hours and transit schedules on MLK Jr. Day, the start of construction on the new RAPID transit station on Virginia Street near the Peppermill, RTC's proposed transit service improvements, the Mall Drive closure as part of the Oddie Wells Project, the new traffic signal at S. Meadows Parkway/Wilbur May Parkway, the bus cleaning schedule, water pooling near Toll Road/Geiger Grade, RTC's electric bus fleet, Governor Lombardo's gas tax holiday proposal, medians in Midtown, the new traffic signal at Mill/Telegraph, and holiday hours and transit schedules for Presidents Day.</i>	
<i>Social media was used to promote and provide information about the RTC Board Meeting, RTC's FlexRIDE service, the Keolis employee of the month, RTC's flip the switch media event for the new traffic signal at S. Meadows Parkway/Wilbur May Parkway, snow route detour information, the Mall Drive closure as part of the Oddie Wells Project, proposed transit service improvements, Executive Director Bill Thomas' appearance on Nevada Newsmakers, and more.</i>	
<i>Social media metrics for the month of January: 13,639 impressions on Facebook, Twitter, YouTube, and Instagram.</i>	

Informational Materials and Video Production	
Lauren Ball, Project Manager	
<i>Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the UNR Digital Twin project LiDAR partnership, the RTP/RTIP amendments, an update about NDOT's Spaghetti Bowl Project and other upcoming NDOT projects, and information about the proposed service improvements.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.2.5

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

SUBJECT: Procurement Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Procurement Activity Report.

BACKGROUND AND DISCUSSION

See Attached for Background and Discussion

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Holcomb Avenue Rehabilitation	March 8, 2023

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Meadowood Mall Transit Station Relocation Project	March 15, 2023

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
N/A			

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
Safe Street for All (SS4A)	Alta Planning + Design	\$90,210
Pavement Management Support Services 2023-2025	Nichols Consulting Engineers	\$25,000
RTC ACCESS Premium Rides/ADA	Lyft, Inc.	\$30,000

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
Terminal Great Room and Elevator	Houston Smith Construction	2/20/2023	CO 25	\$6,444.26	\$2,149,645



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.3.1

To: Regional Transportation Commission

From: Graham Dollarhide, Senior Technical Planner

SUBJECT: Transportation Alternatives Set-Aside Program Guidance and Application update

RECOMMENDED ACTION

Approve the Transportation Alternatives Set-Aside Program Guidance and Application.

BACKGROUND AND DISCUSSION

As the Metropolitan Planning Organization (MPO) for the region, the RTC is tasked with administering the federal Transportation Alternatives (TA) Set-Aside Program for funding sub-allocated to the Reno-Sparks metropolitan planning area. Eligible recipients of the funding include local governments, transportation agencies, tribal governments, and non-profits. Eligible uses include construction and planning-related improvements to non-motorized mobility, construction of turnouts, overlooks, and viewing areas, preservation and rehabilitation of historic transportation facilities, Safe Routes to School programs, and environmental mitigation activities related to transportation facilities. Requirements for the program are established in current and prior federal statutes.

The RTC Board most recently approved guidelines and application materials for the program on June 18, 2021. This item provides updates to the Program based on recently released federal guidance. The grant application process and associated evaluation criteria have also been updated to mirror Program changes.

Notable proposed updates to the Program are as follows:

- Projects must align with one or more of the stated goals of the Regional Transportation Plan and/or One Nevada Transportation Plan (previously had to align with national goals under prior federal TA guidance)
 - Examples of eligible and ineligible projects added
 - Additional Program federal regulations and reporting requirements under agreement with NDOT referenced (links to NDOT's TA and Local Public Agency (LPA) Manual webpages included)
 - Adjustment to non-infrastructure point scoring, making total points possible equal between infrastructure and non-infrastructure projects
-

- Additional documentation for non-infrastructure projects now required as part of application submittal

Staff will conduct a call for projects, which is projected to be open for approximately 12 weeks, following updates to the Program's guidance and application. RTC staff will then review submitted applications for eligibility and completeness. Staff will also score applications based on Program evaluation criteria, and review scores with applicants to discuss potential funding. Awards are anticipated to be made for the FY 2023-2024 cycle. Based on previous funding levels and changes associated with the Bipartisan Infrastructure Law, total funding is estimated to be \$1,500,000 for the two-year cycle.

The Citizens Multimodal Advisory Committee and the Technical Advisory Committee met on February 1st and 2nd, 2023, respectively, and both committees recommended approval of the TA Set-Aside guidance and application.

FISCAL IMPACT

Projects funded through the federal TA Set-Aside Program with a minimum local match of 5%. There is no fiscal impact to the RTC with this Board action.

PREVIOUS BOARD ACTION

December 17, 2021 Approved applications for TA Set-Aside FY 2021 and 2022 funding.

June 18, 2021 Approved an update to the TA Set-Aside Program guidance and application.

Regional Transportation Commission of Washoe County TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE PROGRAM

February 2023

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1.0 Purpose and Eligibility

Consistent with priorities in the Policy on Using Bipartisan Infrastructure Law Resources to Build a Better America, projects funded through the Transportation Alternatives (TA) Set-Aside and other Bipartisan Infrastructure Law (BIL) Programs are encouraged to upgrade the condition of streets, highways, and bridges and make them safe for all users, while at the same time modernizing them so that the transportation network is accessible for all users, provides people with better choices across all modes, accommodates new and emerging technologies, is more sustainable and resilient to a changing climate, and is more equitable. In response to the National Roadway Safety Strategy's safety goals, funding recipients are also encouraged to prioritize safety in all appropriate projects. The TA Set-Aside Program is specifically intended to improve safety and accessibility for all in creating safe, connected, and equitable street and trail networks. TA funding can be used for a variety of projects including pedestrian and bicycle facilities, recreational trails, Safe Routes to School projects, road safety assessments, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.

TA Set-Aside funding is suballocated to metropolitan planning organizations (MPOs) in the state based on relative population. With these funds, MPOs must select projects through a competitive process in consultation with the state. The Regional Transportation Commission of Washoe County (RTC), as the MPO for the Reno/Sparks region, works with the Nevada Department of Transportation (NDOT) in administering these funds. Projects awarded funding by the RTC through the process described in this Program document must execute an agreement with NDOT prior to project implementation. Below is a list of eligible entities and projects.

The BIL amended entities eligible to receive TA funds, as defined under 23 U.S.C. 133(h)(4)(A) to include:

1. **A local government** – local government entities include any unit of local government below a State government agency. Examples include city, town, township, village, borough, parish, or county agencies.
2. **A regional transportation authority** – regional transportation authorities are considered the same as the Regional Transportation Planning Organizations defined in the statewide planning regulations (23 U.S.C. 135(m)).
3. **A transit agency** – transit agencies include any agency responsible for public transportation that is eligible for funds as determined by the Federal Transit Administration.
4. **A natural resource or public land agency** – natural resource or public land agencies include any Federal, Tribal, State, or local agency responsible for natural resources or public land administration. Examples include state or local park or forest agencies; state or local fish and game or wildlife agencies; Department of the Interior land management agencies; and U.S. Forest Service.
5. **A school district, local education agency, or school** – school districts, local education agencies, or schools may include any public or nonprofit private school. Projects should benefit the general public and not only a private entity.
6. **A tribal government.**
7. **A metropolitan planning organization (MPO) that serves an urbanized area with a population of 200,000 or fewer** – MPOs representing urbanized areas over 200,000 population are not eligible entities. However, MPOs with populations over 200,000 population (such as Washoe County) may partner with another eligible entity to carry out a project.

8. **A nonprofit entity** – the BIL removed the requirement that the nonprofit entity be responsible for the administration of local transportation safety programs.
9. **Any other local or regional governmental entity with responsibility for or oversight of transportation or recreational trails that the State determines to be eligible, consistent with the goals of 23 U.S.C. 133(h).**
10. **A State** – must be at the request of an eligible entity listed above.

State DOTs and MPOs representing urbanized areas over 200,000 population are not eligible entities, except as described above. However, either may partner with any eligible applicant to carry out a project. After projects have been selected, the State DOT may manage projects.

Each eligible entity may only submit one application (see Attachment 1) to the RTC per Federal fiscal year of available funding. However, this does not preclude an eligible entity from submitting a separate application through NDOT's program. Applications and other resources are available on the [RTC's Transportation Alternatives Set-Aside Program website](#). A description of eligible projects is provided below.

1.1 Project Eligibility

The BIL retained previous TA Set-Aside eligibility and amended several sections of 23 U.S.C. that relate to projects eligible under the TA Set-Aside program. The following is a list of projects eligible for funding through the TA Set-Aside program, inclusive of these amendments:

23 U.S.C. 133(h)(3)(A): projects or activities described in 23 U.S.C. 101(a)(29) or 23 U.S.C. 213 as in effect prior to the enactment of the FAST Act. Those sections contained the following eligible projects:

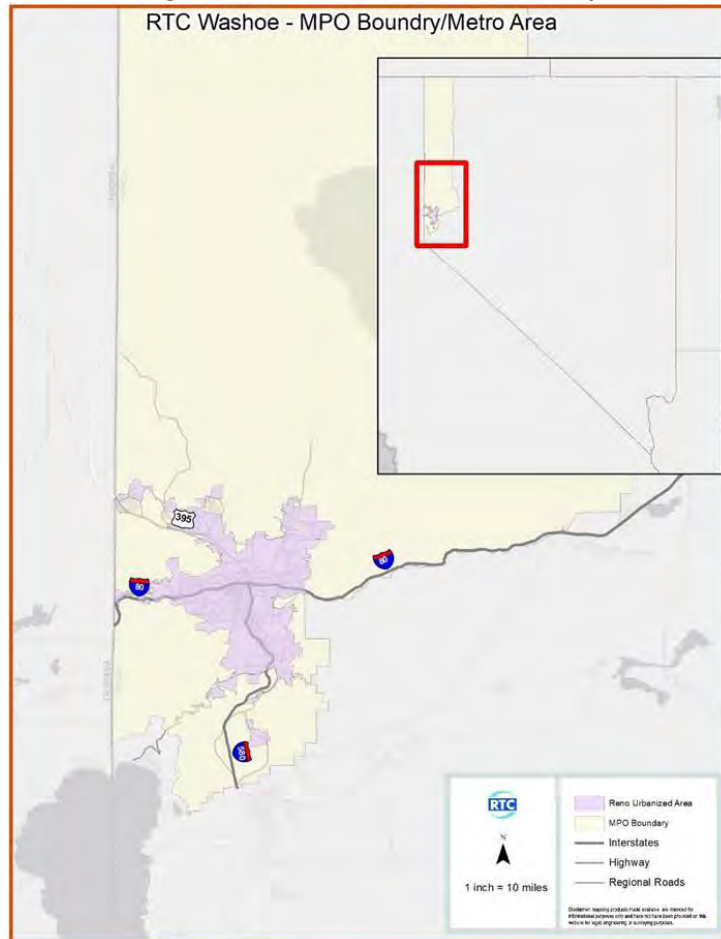
1. Transportation Alternatives as defined in 23 U.S.C. 101(a)(29) as it appeared prior to changes made by the FAST Act: The term "transportation alternatives" means any of the following activities when carried out as part of any program or project authorized or funded under title 23 U.S.C., or as an independent program or project related to surface transportation:
 - A. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
 - B. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
 - C. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
 - D. Construction of turnouts, overlooks, and viewing areas.
 - E. Community improvement activities, *which include but are not limited to:*
 - i. inventory, control, or removal of outdoor advertising;
 - ii. historic preservation and rehabilitation of historic transportation facilities;
 - iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
 - iv. archaeological activities relating to impacts from implementation of a transportation project eligible under title 23, U.S.C.

- F. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
 - i. address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, or
 - ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- 2. The recreational trails program (RTP) under 23 U.S.C. 206. Any project eligible under the RTP is eligible under the TA Set-Aside Program.
- 3. The safe routes to school (SRTS) program under 23 U.S.C. 208 and including (note: eligibility has been expanded from kindergarten through 8th grade to kindergarten through 12th grade):
 - o Infrastructure-related projects eligible under 23 U.S.C. 208(g)(1).
 - o Non-infrastructure-related activities eligible under 23 U.S.C. 208(g)(2).
 - o SRTS coordinators eligible under 23 U.S.C. 208(g)(3).
- 4. Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

23 U.S.C. 133(h)(3)(B): projects and activities under the safe routes to school program under 23 U.S.C. 208.

23 U.S.C. 133(h)(3)(C): activities in furtherance of a vulnerable road user safety assessment (as defined in 23 U.S.C. 148(a)).

Figure 1: RTC Washoe MPO Boundary



Projects funded through the TA Set-Aside Program must be located within the RTC’s MPO boundary (see Figure 1). TA projects are not required to be located along Federal-aid highways. For SRTS non-infrastructure projects, traffic education and enforcement activities must take place within approximately two miles of a primary, middle, or high school. There are no other location restrictions on TA Set-Aside projects.

The BIL and FHWA policy encourage States and MPOs to prioritize and promote safety, equity, and climate sustainability in the project selection process. Projects must align with one or more of the goals from the [Regional Transportation Plan](#) (long-range metropolitan transportation plan developed by the RTC and/or the [One Nevada Transportation Plan](#) (long-range statewide transportation plan developed by NDOT)). Goals from these documents (see Figure 2) are consistent with federal policy and investment priorities and are integrated into the application evaluation and scoring process described in Section 3.0.

Figure 2: RTC and NDOT Long-Range Plan Goals

RTC Regional Transportation Plan Goals		NDOT One Nevada Transportation Plan Goals	
Guiding Principles	Goals	Goal Area	Criteria
Safe and Healthy Communities	Improve and Promote Safety	Enhance Safety	Crash Reduction Potential
	Promote and Foster Equity and Environmental Justice		Pavement Condition Improvement
Economic Prosperity, Equity, and Innovation	Integrate Land-Use and Economic Development	Preserve Infrastructure	Bridge Risk Reduction Score
	Improve Freight and Goods Movement		Other Asset Improvement
	Invest Strategically		Optimize Mobility
	Engage the Public and Encourage Community Involvement	Travel Time Reliability	
Sustainability and Climate Action	Promote Healthy Communities and Sustainability	Transform Economies	Business Accessibility
	Manage Existing Systems Efficiently		Economic Development Potential
Travel Choices	Integrate all Types of Transportation	Foster Sustainability	Reduce Environmental Risk
	Enhance Regional Connectivity		GHG Emission Reductions
			Environmental Enhancements
			Resilience
		Connect Communities	Reduce Future Maintenance
			Project Connectivity
			Multimodal Access
			Access to Community Destinations
			Equity

1.2 Ineligible Activities

Generally, projects ineligible for TA Set-Aside funding consist of the following:

- MPO administrative purposes (except when applied as an indirect expense, per FHWA’s memo on “Allocating Indirect Costs to Projects” dated September 4, 2015).
- Promotional activities, except as permitted under the SRTS (2 CFR 200.421(e)(3)).
- Routine maintenance and operations, except trail maintenance and restoration as permitted under the RTP.
- General recreation and park facilities, playground equipment, sports fields, campgrounds, picnic areas, pavilions, or other facilities that do not serve an eligible TA Set-Aside, RTP, or SRTS purpose.

Appendix A contains examples of both eligible and ineligible projects and activities under the TA Set-Aside program.

2.0 Process

The RTC will issue a call for projects as funding becomes available. The call for projects will be placed on the agendas of the RTC Technical Advisory Committee and the Citizens Multimodal Advisory Committee. A notice will also be posted on the agency's website. Eligible applicants may submit one application to the RTC per Federal fiscal year of available funding.

Applications will be reviewed by RTC staff for eligibility and completeness. If an application is incomplete or ineligible for TA funds, it will be returned to the applicant who will have a maximum of fifteen (15) days to make the required revisions. Once an application is deemed to be complete, it will undergo the following process:

- Applications will be scored and ranked by staff.
- Staff will meet with all applicants to review scored projects and discuss funding (i.e., when there are more requests than available funding, evaluating whether projects may be scaled back).
- Scored and ranked applications will be presented to the RTC advisory committees for recommendation to the RTC Board.
- RTC advisory committee recommendations will be presented to the RTC Board for final approval for project funding.

Once approved by the RTC Board, RTC staff will issue a notice of award to each approved applicant and to schedule a project kick-off meeting to go over next steps. The applicant may then engage NDOT to begin the process of executing an agreement to carry out the project. General responsibilities of the applicant, from project application to implementation, are outlined below:

- Verify eligibility of the applicant and proposed project. Potential applicants are encouraged to visit the RTC's [Transportation Alternatives Set-Aside Program website](#) for more information about eligibility requirements.
- Complete TA application.
 - Include supporting documentation such as a detailed budget, map(s), and any other information relevant to the project.
- Attend project kick-off meeting (if awarded) to discuss the status of prerequisites to project implementation such as the process of executing an agreement with NDOT, and incorporating the project into the Regional Transportation Improvement Program (RTIP) and Statewide Transportation Improvement Program (STIP).
- Attend quarterly project status meetings with RTC.
- Complete and submit reports, as required by NDOT (see [NDOT's Transportation Alternatives Program website](#) for more information).
- Ensure projects are completed on time and within budget.

3.0 Scoring Criteria

Applications that meet eligibility and completeness will be evaluated and scored under a competitive selection process, according to the following criteria:

Scoring Criterion #1: Project Benefits/Safety Enhancement: (5 points possible)

- Project is included in an adopted plan, study, or program, or aligns with at least one stated goal of the Regional Transportation Plan or the One Nevada Transportation Plan (must state applicable plan(s) and demonstrate how project aligns with goal(s)). **(1 point)**
- Project provides traffic calming measures or safety measures that benefit non-motorized road users **(2points)**
- Project serves multiple modes of transportation **(1 point)**
- Project provides connectivity to an existing regional transportation facility or provides clear benefits to the community according to the stated purpose of the TA Set-Aside Program **(1 point)**

Scoring Criterion #2: Equity and Environmental Justice (2 points possible)

- Project located in an area serving an Environmental Justice population (see Appendix B) **(1 point)**
- Project provides access to essential services, including medical, employment, or educational facilities **(1 point)**

Scoring Criterion #3: Project Readiness (5 points possible)

The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to proceed to construction within a short timeframe after receiving a notice of award.

Infrastructure projects (5 points possible)

- Project would be easy to construct and can be implemented within 12 months. The project does not require acquisition of right-of-way, utility relocation, and/or project meets the criteria for a categorical exclusion, according to 23 C.F.R. 771.117(c). Note: 30% design or equivalent documentation must be provided. **(5 points)**
- The project will take up to 36 months to construct. Project includes right-of-way acquisition, utility relocation, and/or the project will require an environmental assessment/impact statement. **(1 point)**

Non-infrastructure projects (5 points possible)

- Educational/outreach program is established and schools/partnerships have been identified. Project evaluation criteria is in place to measure program effectiveness. Project can be implemented within 12 months. Note: evidence of an established educational/outreach program, communication about the program with schools and/or other partners, and project evaluation criteria must be provided. **(5 points)**
- Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project may take 24 months or more to implement. **(1 point)**

4.0 Implementation of Funded Projects

Prior to initiation of the project, it must be included in the identified in the Statewide Transportation Improvement Program (STIP) and the Regional Transportation Improvement Program (RTIP) and authorized by the Federal Highway Administration (FHWA). The RTC will determine, in collaboration with the project applicant, whether it is most appropriate for the RTC or the applicant to be the lead implementing agency. If the project applicant will be the lead implementing agency, a fully executed legal agreement with NDOT is required prior to NDOT's issuance of a Notice to Proceed. The TA Set-Aside Program will provide up to 95 percent of the project costs as the federal share. The applicant is required to provide a minimum of 5 percent of total project costs as the match share. The TA Set-Aside Program is a cost reimbursement program. Applicants will receive program

funding only after submitting proof of expenses, according to the agreement referenced above. Expenses incurred prior to execution of an agreement will not be reimbursed.

It is the project applicant's responsibility to ensure that the cost estimate is realistic and will fully meet the project's needs. The applicant is responsible for all costs over and above the approved awarded funding amount. Funding for project costs in excess of those awarded initially will not be reimbursed. Therefore, obtaining realistic cost estimates for the services/tasks to be performed are extremely important to ensure that adequate funding is provided. Applicants should carefully control increases and overruns as they may jeopardize completion of the entire project. If the applicant is unable or unwilling to complete a project, the applicant will reimburse all expenditures reimbursed with federal funds to NDOT, according to the terms of the agreement. Applicants should keep in mind that projects involving the acquisition of right-of-way or NEPA documentation generally require additional funding and time to complete. Right-of-way acquisition can also include temporary construction easements and sometimes involves utilities relocation. These additional costs should be carefully considered and factored into project budgets.

Funded projects under agreement with NDOT will be monitored regularly for progress. Project progress will be assessed at the quarterly meetings referenced in Section 2.0 above and separately according to NDOT requirements. Should circumstances prevent a project from moving forward, the agreement may be terminated and/or project funding reallocated to another project submittal that was not selected during the competitive selection process. The RTC may also issue a new call for projects in the pursuit of viable projects that can be implemented within a reasonable timeframe in order to prevent funds from exceeding federal expiration dates.

Along with the competitive selection criteria and eligibility requirements outlined above, applicants that are awarded TA Set-Aside funding are required to comply with all applicable federal, state, and local requirements. Select requirements are provided below, with more detailed project requirements provided on [NDOT's Transportation Alternatives Program website](#) and in [NDOT's Local Public Agency Manual](#). Generally, applicants assure that they will comply with all applicable Federal statutes, regulations, executive orders, directives, and other Federal administrative requirements in carrying out any project supported by the TA Set-Aside Program. Applicants acknowledge that they are under a continuing obligation to comply with the terms and conditions of the agreement issued for projects under this Program, unless provided a written determination stating otherwise. Applicants should understand that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of their project.

ADA with Disabilities Act/Section 504 of the Rehabilitation Act

Per FHWA guidance: "The Americans with Disabilities Act (ADA) of 1990 and Section 504 of the Rehabilitation Act of 1973 prohibit discrimination against people with disabilities and ensure equal opportunity and access for persons with disabilities. The Department of Transportation's Section 504 regulations apply to recipients of the Department's financial assistance (see 49 CFR 27.3(a)). Title II of the ADA applies to public entities regardless of whether they receive Federal financial assistance (see 28 CFR 35.102(a)). The ADA requires that no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity (28 CFR 35.149). A public entity's pedestrian facilities are considered a "service, program, or activity" of the public entity. As a result, public entities and recipients of Federal financial assistance are required to ensure the accessibility of pedestrian facilities in the public right-of-way, such as curb ramps, sidewalks, crosswalks, pedestrian signals, and transit stops in accordance with applicable regulations."

TA Set-Aside funds are available to improve accessibility and to implement recipients' ADA transition plans and upgrade their facilities to eliminate physical obstacles and provide for accessibility for individuals with

disabilities. The FHWA will provide oversight to recipients of TA Set-Aside funds to ensure that each public agency's project planning, design, and construction programs comply with ADA and Section 504 accessibility requirements.

Public Participation

Federal-aid recipients, including recipients of TA Set-Aside funds, are responsible for involving the public, including traditionally underserved and underrepresented populations, in transportation planning and complying with participation and consultation requirements in 23 CFR 450.210 and 23 CFR 450.316, as applicable. "Underserved populations" include minority and low-income populations but may also include many other demographic categories that face challenges engaging with the transportation process and receiving equitable benefits.

Civil Rights/Title VI

Title VI of the Civil Rights Act of 1964 prohibits exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on grounds of race, color or national origin. Recipients are also required to assure equitable treatment of workers and trainees on highway projects through compliance with Equal Employment Opportunity requirements under 23 CFR 230, subpart A.

Davis-Bacon

The minimum prevailing wage rate must be paid to all workers on Federal-aid highway projects that exceed \$2,000. Note that if the project is a transportation facility and is eligible solely on function (e.g., restoration of a railroad station, an independent bike path, etc.), then this Act does not apply unless the project is physically located within the existing right-of-way of a Federal-aid highway.

Buy America

TA Set-Aside projects are subject to the Buy America statutory provisions in 23 U.S.C. 313 and the regulatory provisions in 23 CFR 635.410. The Build America, Buy America (BABA) Act, established under BIL (see Public Law 117-58 § 70901-52), establishes several procedural and substantive requirements with respect to Buy America. Additional guidance on Buy America and BABA can be found on the [FHWA website](#).

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (The Uniform Act), As Amended

This act ensures that persons displaced as a direct result of federal or federally-assisted projects are treated fairly, consistently and equitably so that such persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole. Note that all TA Set-Aside projects are subject to The Uniform Act, except those that do not involve acquisition of additional property or relocations.

National Environmental Policy Act (NEPA)

This act requires Federal agencies to disclose and consider, through an Environmental Assessment and, sometimes, through an Environmental Impact Statement, any significant effect a project may have on the environment (including cultural, natural, social and historical resources). Except in unusual circumstances, a TA Set-Aside project will be processed as a categorical exclusion (CE). A CE does not mean that no environmental work is required, only that there is not a significant environmental effect, and therefore, requires less documentation. It should be noted that infrastructure projects must receive NEPA approval through NDOT and the FHWA prior to construction.

Eligible Activity Examples

Eligible project types and activities conform to federal guidance and are described in Section 1.1 of this document. This Appendix includes examples of projects that may be considered eligible under this guidance.

Pedestrian, bicycle, and non-motorized planning and facilities

- New or reconstructed sidewalks, walkways, or curb ramps
- Bicycle lane striping
- Wide paved shoulders
- Bicycle parking and bus racks
- New or reconstructed off-road shared-use paths
- Bicycle and pedestrian bridges and underpasses

Infrastructure-related activities that enhance safety for non-drivers

- Planning and design of facilities for non-drivers
- Infrastructure and programs that improve the ability of non-drivers to access daily needs such as schools, clinics, libraries, markets, and public transportation
- Construction or reconstruction of sidewalks, transit shelters, and transit stops

Conversion and use of abandoned railroad corridors for trails

- Planning, designing, and constructing multi-use trails along a railroad right-of-way
- Major reconstructions of multi-use trails along a railroad right-of-way
- Developing rail-to-trail or rail-with-trail projects
- Purchasing unused railroad property for reuse

Construction of turnouts, overlooks, and viewing areas

- Planning, designing, and constructing turnouts that allow vehicles to pull safely off the road, or to allow buses to safely board and alight passengers out of the flow of traffic
- Planning, designing, and constructing overlooks, or other viewing areas, that provide a static viewshed; inclusive of a roadside improvement with parking and/or other facilities that enable safe viewing

Community improvements

- Billboard inventories, including those done with GIS/GPS
- Removal of illegal and non-conforming billboards
- Restoration and reuse of historic buildings with strong link to transportation history
- Restoration and reuse of historic buildings for transportation-related purposes
- Interpretive displays at historic sites
- Access improvements to historic sites and buildings
- Restoration of railroad depots, bus stations, and lighthouses
- Rehabilitation of rail trestles, tunnels, bridges, and canals
- Clearing low-hanging branches or other vegetation encroaching on a travel corridor
- Landscaping to improve sightlines or other safety considerations
- Planting grasses or wildflowers to manage erosion along transportation corridors
- Removal or prevention of invasive vegetative species

Archaeological activities related to impacts from a transportation project

- Research, planning, interpretation, and preservation
- Developing interpretive signs, exhibits, and guides
- Inventories and surveys

Environmental mitigation, including pollution prevention and abatement and wildlife management

- Planning, design, and construction of detention and sediment basins
- Stream channel stabilization
- Storm drain stenciling and river clean-ups
- Water pollution studies
- Wetlands acquisition and restoration
- Wildlife underpasses or overpasses which may include bridge extensions to provide or improve wildlife passage and wildlife habitat connectivity
- Monitoring and data collection on habitat fragmentation and vehicle-caused wildlife mortality

Recreational Trails Program activities

- Maintenance and restoration of existing recreational trails
- Development and rehabilitation of trailside and trailhead facilities and trail linkages for recreational trails
- Purchase and lease of recreational trail construction and maintenance equipment
- Construction of new recreational trails (with restrictions for new trails on Federal lands)
- Acquisition of easements and property for recreational trails or recreational trail corridors
- Assessment of trail conditions for accessibility and maintenance
- Development and dissemination of publications and operation of educational program to promote safety and environmental protection (with restrictions related to application and amount)

Safe Routes to School Program activities

- Planning, design, and construction of infrastructure-related projects that substantially improve the ability of students to walk and bicycle to school
- Sidewalk and crossing improvements
- On- and off-street bicycle and pedestrian facilities
- Traffic calming and diversion as well as speed reduction improvements
- Secure bicycle parking facilities
- Public awareness campaigns and outreach to press and community leaders
- Traffic education and enforcement
- Student training related to bicycle and pedestrian safety, health, and environment
- Expenses related to training, volunteers, and managers of SRTS programs
- Salary, equipment, and other expenses related to staffing a Safe Routes to School coordinator

Roadway and safety improvements

- Planning, design, and constructing of roadways largely in the right-of-way of former Interstate System routes or other divided highways
- Implementation of projects in furtherance of a vulnerable road user safety assessment

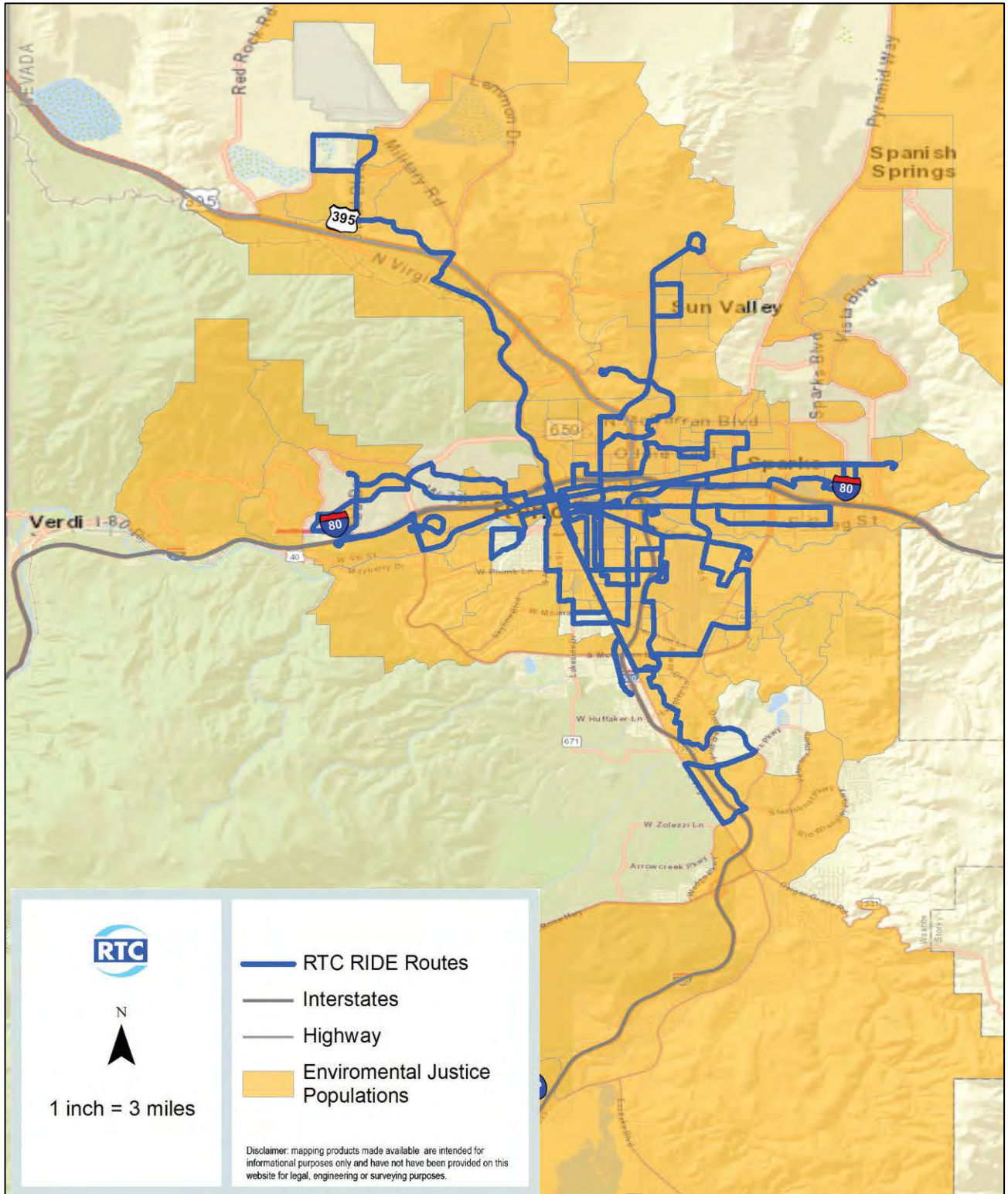
Ineligible Activity Examples

Ineligible project types and activities conform to federal guidance and are described in Section 1.2 of this document. This Appendix includes examples of projects that may be considered ineligible under this guidance.

- Recreational projects, such as pedestrian or bicycle loops around ball fields, parks, lakes, or other public areas.
- Roadway resurfacing or reconstruction.
- Playground equipment, sports fields, campgrounds, picnic areas, and pavilions.
- Safety and educational activities for pedestrians and bicyclists, except activities targeting children in Kindergarten through 12th grade, which are eligible under SRTS.

- Acquisition of scenic easements and scenic or historic sites.
- Scenic or historic highway programs, including visitor, historic sites, or safety rest areas.
- Landscaping and other scenic beautification as independent projects. However, landscaping may be done as a complement to, or incidental component of, any highway project, including TAP projects. While there is little flexibility, landscaping should generally be immediately adjacent to infrastructure improvements and reasonable in terms of expanse and cost.
- Rip-rapping for water runoff as an independent project.
- Routine maintenance and operations, including incidental (e.g., grass cutting, tree pruning, tree removal, soil stabilization, noise barriers, drainage improvements).
- Historic preservation as an independent activity unrelated to historic transportation facilities.
- Operation of historic buildings, structures, or facilities.
- Archaeological planning and research undertaken for proactive planning. This category can only be used as mitigation for highway projects.
- Transportation museums.
- Lighting that is not pedestrian-scale (i.e., street lighting, cobra-head lamps).
- Hardscapes (e.g., monuments/statues, welcome/gateway signs, water fountains, towers, flag poles).
- Developing ADA transition plans. However, TAP funds are available to implement recipients' ADA transition plans.

Environmental Justice Populations





REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
Transportation Alternatives (TA) Set-Aside Program Grant Application

Submit application materials by May 19, 2023, to gdollarhide@rtcwashoe.com

Attach additional pages if needed.

Applicant Agency

Applicant Agency Address, City, State, Zip

Contact Person's Information

Name

Title

Phone Number

Email Address

Project Name

Description of Project Location and Limits (must include map as separate attachment)

Project Description (include need, benefits, and relation to goals selected below)

Which goals of the Regional Transportation Plan and/or One Nevada Plan do the project address (check all that apply)?

Regional Transportation Plan

- Improve and Promote Safety
- Promote and Foster Equity and Environmental Justice
- Integrate Land-Use and Economic Development
- Improve Freight and Goods Movement
- Invest Strategically
- Engage the Public and Encourage Community Involvement
- Promote Healthy Communities and Sustainability
- Manage Existing Systems Efficiently
- Integrate All Types of Transportation
- Enhance Regional Connectivity

One Nevada Transportation Plan

- Enhance Safety
- Preserve Infrastructure
- Optimize Mobility
- Transform Economies
- Foster Sustainability
- Connect Communities

PROJECT COST ESTIMATE (a detailed project budget must be included as a separate attachment)

Total Project Cost \$	Amount Reimbursable to Applicant Agency \$	Applicant Agency Match Requirement (5%) \$
--------------------------	-----------------------------------------------	-----------------------------------------------

Source of Match Funds (list source(s) of funds and indicate whether funds are cash or in-kind; in-kind match requires further explanation)

Project Schedule (describe the projected project schedule and indicate whether it is part of a phased project; attach additional documentation as appropriate)

Ongoing Maintenance (describe the ongoing maintenance requirements after the project has been implemented, including cost and agency(ies) responsible).

SCORING CRITERION #1: Project Benefits/Safety Enhancement (5 points possible)

Is the project included in an adopted plan, study or program, or does it align with at least one stated goal of the Regional Transportation Plan or One Nevada Plan? Describe the context of the plan, study, or program (description must be consistent with goals selected on page 1).

Does the project provide traffic calming measures or safety measures that benefit non-motorized road users? If yes, please explain.

Does the project serve multiple modes of transportation? If yes, please explain.

Does the project provide connectivity to an existing regional transportation facility or provide clear benefits to the community according to the stated purpose of the TA Set-Aside Program? If yes, please explain.

SCORING CRITERION #2: Equity and Environmental Justice (2 points possible)

Is the project located in an area serving an Environmental Justice population as identified in Chapter 9 of the [2050 Regional Transportation Plan](#) (see pg 166)? Provide additional context about the area served by the project.

Does the project provide access to essential services, including medical, employment, or educational facilities? Please describe how access to each applicable service is provided.

SCORING CRITERION #3: Project Readiness (5 points possible)

Infrastructure Projects (respond to one of the following implementation scenarios)

Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquisition of right-of-way, utility relocation, and/or project meets the criteria for a categorical exclusion, according to 23 C.F.R. 771.117(c): Note: 30% design or equivalent documentation must be provided. Describe how project meets this criteria.

Project will likely take up to 36 months to construct. Project includes right-of-way acquisition, utility relocation, and/or the project will require an environmental assessment/impact statement. Describe how project meets this criteria.

Non-infrastructure Projects (respond to one of the following implementation scenarios)

Educational/outreach program is established and schools/partnerships have been identified. Project evaluation criteria is in place to measure program effectiveness. Project can be implemented within 12 months. Note: evidence of an educational/outreach program, communication about the program with schools and/or other partners, and project evaluation criteria must be included as a separate attachment. Describe how project meets this criteria.

Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project may take 24 months or more to implement. Describe how project meets this criteria.



**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
Transportation Alternatives (TA) Set-Aside Program Grant Application**

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Description of Project Location and Limits (must include map as separate attachment)

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- Integrate Land-Use and Economic Development
- Improve Freight and Goods Movement
- Invest Strategically
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- Promote Healthy Communities and Sustainability
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- Enhance Safety
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Does the project serve multiple modes of transportation? If yes, please explain.

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Is the project located in an area serving an Environmental Justice population as identified in Chapter 9 of the [2050 Regional Transportation Plan](#) (see pg 166)? Provide additional context about the area served by the project.

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Educational/outreach program is established and schools/partnerships have been identified. Project evaluation criteria is in place to measure program effectiveness. Project can be implemented within 12 months. Note: evidence of an educational/outreach program, communication about the program with schools and/or other partners, and project evaluation criteria must be included as a separate attachment. Describe how project meets this criteria.

Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project may take 24 months or more to implement. Describe how project meets this criteria.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.4.1

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: West Fourth Street Safety Project Professional Services Agreement

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., for preliminary design, environmental analysis, and final design services for the West Fourth Street Safety Project from West McCarran Boulevard to Vine Street, in an amount not-to-exceed \$1,057,830.

BACKGROUND AND DISCUSSION

This project is to reconstruct West Fourth Street from West McCarran Boulevard to Vine Street and provide safety improvements identified in the Nevada Department of Transportation West Fourth Street Safety Management Plan. These improvements may include roundabouts at Stoker and Summit Ridge, lane reduction, bike lanes, and a multi-use path. Much of the project will be paid for with federal safety funds administered through an NDOT Local Public Agency Agreement.

The Professional Services Agreement (PSA) provides preliminary design, National Environmental Policy Act (NEPA) environmental processing, and final design. The preliminary design phase of the Project is anticipated to include preliminary design of approximately 2.1 miles of roadway, followed by an environmental analysis of the Project to fulfill the requirements of an FHWA/NDOT NEPA Categorical Exclusion (CE). Final design is planned to build upon the preliminary design which is anticipated to include lane reconfiguration, pavement section reconstruction, sidewalk, two separate roundabouts, curb and gutter reconstruction as necessary to accommodate improvements, and other incidentals necessary for a complete design of the Project. Limited partial right-of-way acquisitions and/or easements are anticipated to accommodate the proposed roundabouts and other improvements.

FISCAL IMPACT

Appropriations are included in the FY 2023 Program of Projects.

PREVIOUS BOARD ACTION

1/15/2021 Approved a contract to Wood Rogers, Inc., to perform certain design services of the West 4th Street Project in an amount not to exceed \$400,000.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Qualified List to perform Environmental NEPA permitting and final design in connection with West 4th Street Safety Project, McCarran Boulevard to Keystone Avenue.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Statement of Qualifications. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1 to 5)	\$957,830
<u>Contingency</u>	<u>\$100,000</u>
Total Not-to-Exceed Amount	\$1,057,830

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

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

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Mark Casey, P.E.
Vice President
Wood Rodgers, Inc.
1360 Corporate Boulevard
Reno, Nevada 89502
Email: mcasey@woodrodgers.com
Phone (775) 823-9443

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

Wood Rodgers, Inc.

By: _____
Mark Casey, P.E., Vice President

EXHIBIT A
SCOPE OF SERVICES
FOR THE
WEST 4TH STREET SAFETY PROJECT
MCCARRAN BLVD TO KEYSTONE AVENUE PROJECT
RTC PROJECT NUMBER 0713001

SCOPE OF SERVICES AND PRELIMINARY SCHEDULE

This will generally consist of the following tasks:

Preliminary Design, National Environmental Policy Act (NEPA) Environmental Processing and Final Design of 4th Street from McCarran Boulevard to Keystone Avenue (Project). The preliminary design phase of the Project is anticipated to include preliminary design of approximately 2.1 miles of roadway, followed by an environmental analysis of the Project to fulfill the requirements of an FHWA/NDOT NEPA Categorical Exclusion (CE). Final design is planned to build upon the preliminary design which is anticipated to include lane reconfigurations, pavement section reconstruction, sidewalk, two separate roundabouts, curb and gutter reconstruction as necessary to accommodate improvements and other incidentals necessary for a complete design of the Project. Limited partial right-of-way acquisitions and/or easements are anticipated to accommodate the proposed roundabout and other improvements.

1. PUBLIC AND AGENCY INVOLVEMENT

1.1 Public Information Meetings

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

CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. CONSULTANT will provide addressed post cards (anticipated to include properties within 500-feet of the project area) to RTC for mailing (RTC will pay postage separately). CONSULTANT will perform email of post card notifications as necessary. CONSULTANT will provide the RTC Project Manager with meeting materials for their use during Public Meetings. CONSULTANT will assist RTC in promoting public meetings on social media. CONSULTANT will provide up to two (2) staff members to attend up to two (2) public meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (2) meetings.

1.2 City of Reno Neighborhood Advisory Board (NAB) Meetings

The Project will be presented by the RTC Project Manager at City of Reno NAB

meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with presentation materials for their use during City of Reno NAB meetings. CONSULTANT will provide up to two (2) staff members to attend up to two (2) NAB meetings to assist with responding to questions from attendees.

Deliverables – Meeting materials and attendance at (2) meetings.

1.3 City of Reno City Council Meetings

The Project will be presented by the RTC Project Manager at City of Reno City Council meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during City of Reno City Council meetings. CONSULTANT will provide up to two (2) staff members to attend up to two (2) City Council meetings to assist with responding to questions from the City Council.

Deliverables – Meeting materials and attendance at (2) meetings.

1.4 RTC Board Meetings

The Project will be presented by the RTC Project Manager at RTC Board meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during RTC Board meetings. CONSULTANT will provide up to two (2) staff members to attend up to two (2) Board meetings to assist with responding to questions from the Board members.

Deliverables – Meeting materials and attendance at (2) meetings.

1.5 Union Pacific Railroad Coordination

A portion of the project will be within the Union Pacific Railroad Right of Way. As such coordination with the Railroad is anticipated. Additionally, encroachment permit application both for the geotechnical investigation as well as construction is anticipated. CONSULTANT will prepare application for application and provide coordination with UPRR.

Deliverables – Meeting materials, coordination and up to two encroachment permit applications.

1.6 Project Management Team Meetings/Management

The project is anticipated to require ongoing Project Management Team (PMT) meetings with a variety of agency partners. PMT meetings will be held monthly with additional meetings as necessary through the design life of this project. This task also includes the various management and support required to maintain/schedule and prepare for these meetings.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during meetings as necessary. CONSULTANT will provide necessary staff members to attend up to twenty (20) PMT meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (2) meetings.

2. INVESTIGATION OF EXISTING CONDITIONS

2.1 Condition Survey

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

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current PROWAG standards.

2.2 Traffic Data

Available traffic data is in need of an update for this section of roadway to estimate the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. CONSULTANT will provide 48-hour traffic counts to verify current ADT, truck/bus classifications and percentages and use future growth estimates for developing planned future traffic.

Deliverables – Existing Traffic Data, Traffic Growth rates and Proposed Traffic Data.

2.3 Topographic Survey

CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery. Ground control and photo identification points will be established and measured. One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988

(NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measured and displayed for sewer and storm drain structures.

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, help to identify utility facilities and provide spot elevations on hardscape tie areas.

2.4 Geotechnical Investigation

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

Twenty (20) to twenty-four (24) auger borings will be advanced along 4th Street between McCarran Boulevard and Keystone Avenue (~500-to-600-foot centers). Borings will be advanced with a CME-55 conventional drill rig equipped with flight augers and will extend to 5 to 10 feet below the existing ground surface, or until refusal is encountered. Each boring will be logged by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy). Samples of the subgrade soils will be obtained for laboratory testing of soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), moisture-density relationship (ASTM D1557), and R-Value (ASTM D2844). Corrosion testing will also be performed to assess the site soils' effect on concrete and steel elements. Explorations will be backfilled immediately after advance with the readily available site soils and/or pea gravel. Rapid set high strength grout will be used to backfill the pavement portion of the structural section. In addition to the borings, twenty (20) to twenty-four (24) asphalt concrete cores will be collected at the same stationing but opposite direction to better verify the asphalt concrete pavement thicknesses throughout the project area.

i) Laboratory

Laboratory tests will be performed on selected samples combined with adjacent samples as sample size and material type allow. We anticipate our laboratory testing for the base scope/ fee will approximately consist of tests for:

- Gradation (20-24)
- Moisture Content (20-24)
- Atterberg Limit (20-24)
- Moisture-Density Relationship (20-24)

- R-Value (20-24)
- Chemical testing will be performed on approximately two subgrade samples for pH, resistivity, redox potential, soluble sulfates, sulfides and chlorides.

ii) Geotechnical Engineering Analysis and Report

The results of our field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Professional Engineer. Our final report will address the following items:

- Site plan showing approximate locations of our explorations.
- Logs of the exploratory borings.
- Summary of existing pavement sections exposed in the core holes.
- Results of laboratory tests.
- A discussion of subsurface conditions by location and project feature.
- Subgrade preparation and grading recommendations.
- Soil related design criteria for rigid and flexible pavements based on the October 2019 RTC design guide.

Deliverables – Geotechnical analyses and report

2.5 Utility Investigation/Depiction

- a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 4, Preliminary Design.
- b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
- c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility

relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitate meetings, review utility's design/cost for incorporation into a reimbursement agreement and/or incorporate the utility work into the RTC plans.

Deliverables - 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.

2.6 Utility Potholing

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably affected 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 - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

2.7 Pavement Design

CONSULTANT will identify feasible pavement widening and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:

- Full-depth patching
- Mill and fill
- Roadbed modification
- AC paving
- PCC paving
- Overlay

CONSULTANT will prepare a separate pavement design utilizing the RTC's Structural Design Guide for Flexible Pavement (Nov. 2022).

Deliverables – Pavement Design.

2.8 Right of Way Mapping

CONSULTANT will obtain record Right-of-Way based upon Washoe County GIS information. The record Right-of-Way information will be shown on the project plans.

It is estimated approximately thirty (35) 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 35 individual parcels. This will include property record research, obtaining title reports, 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 and boundary resolution based upon field findings.

Deliverables – Approximate existing roadway Right of Way shown on Plans for entire project, Title Reports and resolved Property Boundary for approximately thirty-five (35) parcels.

2.9 Right of Way Engineering Services

CONSULTANT will determine easement and/or Right-of-Way acquisition boundaries and prepare legal descriptions and exhibit maps for the parcels discussed in Section 3.8 Right of Way Mapping. 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.

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

Deliverables –Exhibit Maps and Legal Descriptions for easements/acquisitions on each parcel.

3. PRELIMINARY DESIGN

3.1 Preliminary Roadway Design (30% Design)

CONSULTANT will prepare and submit for review up to two (2) conceptual alternatives for the proposed roadway reconfiguration. Alternatives will layout proposed roadway reconfiguration including roundabouts and will take into consideration lane widths, curb & gutter alignment, sidewalks, driveways pedestrian ramps, utilities, bus and other large traffic turning movements, available Right-of-Way and physical constraints of the project area. Each alternate will be developed into a strip map type exhibit that will be provided to the RTC and City of Reno for review and comment. CONSULTANT will prepare for and attend two (2) in-person meetings with RTC, City of Reno and others as appropriate to discuss the design alternative layouts.

Upon determination of the RTC and City of Reno's preferred alternative, the CONSULTANT will prepare Preliminary Design Plans (30% Design) that will be suitable for RTC and City of Reno review and provide a basis of design sufficient for the NEPA environmental processing task. The Preliminary Plans will be on 22" x 34" size sheets and are anticipated to include the following sheets:

- Cover Sheet
- Preliminary Roadway Plan & Profiles
- Preliminary Striping Plans
- Preliminary Traffic Signal Modification Plans

Preliminary Roadway Plan & Profiles and Striping Plans: These Plans will include preliminary plan & profile layouts for curb and gutter, sidewalk, pedestrian ramps, median islands, utilities and striping plan layout for lane reconfigurations.

Preliminary Traffic Signal Modification Plans: These Plans will include preliminary design for traffic signal modifications at the McCarran Blvd and Keystone Avenue intersections including signal interconnect modifications.

CONSULTANT will prepare a preliminary construction cost estimate for the RTC's preferred alternative.

CONSULTANT will identify the Right-of-Way needs (if any) for the preferred alternative and prepare conceptual construction cost estimates for each alternative. Right-of-Way needs are anticipated to be a combination of partial property acquisitions, public utility easements, permanent easements and/or temporary construction easements. CONSULTANT will prepare an exhibit describing the preliminary Right-of-Way needs for the Project.

CONSULTANT will prepare a drainage analysis reviewing the existing drainage through the corridor and provide recommendations on any corrections needed within the project limits.

Deliverables – Two (2) Conceptual Alternatives Strip Maps, Preliminary Plans (30% Design), Preliminary Construction Cost Estimate, Preliminary Right-of-Way Exhibit, Drainage Report.

4. National Environmental Policy Act

4.1 Environmental Scoping with NDOT – CONSULTANT will coordinate with RTC to set up a kickoff meeting with NDOT to review proposed project improvements and gain consensus on environmental scope of work required to complete NEPA. This early coordination will identify specific environmental technical studies needed, confirm the level of NEPA document required and outline any federal permits or approvals needed by outside agencies prior to starting construction.

4.2 Cultural Resources – CONSULTANT will prepare documentation in accordance with Section 106 of the National Historic Preservation Act. This work shall include efforts to record archaeological and historical resources identified within the study area. A Cultural Resources Report will be prepared to identify

and evaluate each cultural resource in the project area and evaluate the potential for impacts this project could have on those resources.

All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA). The Cultural Resources Report will include sections for the project description, area of potential effects, consultation and public participation, cultural resource identification efforts, properties identified, and finding for the undertaking. Early review of the project area identifies heavily disturbed existing development associated with 4th Street, the railroad, and adjacent commercial and industrial uses. As such, no field archaeological studies are anticipated and no subsurface archaeology is expected to be present. However, the project would change the setting of the built environment and could potentially impact adjacent built environment resources. A review of the project area identified numerous properties with structures older than 45 years that would need to be evaluated as part of this cultural resource identification effort.

An Area of Potential Effects (APE) exhibit and description will be prepared and coordination with NDOT and the State Historic Preservation Officer will be provided to ensure the direct and indirect APE limits fully evaluate potential impacts on cultural resources.

Field reconnaissance and documentation of historic architectural resources immediately adjacent to the proposed improvement will be performed by CONSULTANT. This effort assumes no more than 32 individual built environment resources will need to be evaluated for eligibility in the National Register of Historic Places. This includes the adjacent railroad, railroad auxiliary buildings, and other structures that are located along 4th Street. An architectural assessment will be included in the Cultural Resource Report detailing the results of the architectural reconnaissance survey. This evaluation will include appropriate historic context, individual National Register evaluations, and an assessment of the potential project effects to those resources.

4.3 Section 4(f) Evaluation – Should the Cultural Resources Report identify any historic resources that are determined eligible for the National Register of Historic Places, they will also be considered Section 4(f) resources and will be evaluated pursuant to FHWA requirements. The proposed project is not expected to result in any adverse effects to historic properties should they be determined present in or around the project area, so the Section 4(f) determination is expected to be “De Minimis” and can be completed with a memorandum outlining how the project is consistent with Section 4(f) requirements. Concurrence with this determination will be requested from the SHPO alongside the Section 106 coordination process.

4.4 Biological Resources Memorandum – CONSULTANT will prepare a Biological Resources Memorandum in accordance with NDOT guidelines that will consist of a pre-survey investigation, general biological survey, and preparation of a memo

report, as outlined below. The project area is heavily developed and does not contain any natural habitats, nor could the project result in direct impacts to any federally endangered/threatened species; however, there are still some measures the project should take during construction to minimize impacts to the natural environment. Those avoidance and minimization measures will be included in the Biological Resources Memorandum and will include avoidance of impacts to migratory nesting birds and consideration for the Oxbow Nature Study Area and the nearby habitat associated with the Truckee River.

4.5 Air Quality Assessment Memorandum – Washoe County is currently in attainment or maintenance for all NAAQS emissions, according to the USEPA. CONSULTANT will prepare a brief Air Quality Assessment Memorandum documenting how the project is exempt from regional or project level conformity. The memo will also address the potential for air quality emissions caused during construction and will include best management practices consistent with the Washoe County Air Quality Management Division requirements.

4.6 Hazardous Waste Initial Site Assessment (ISA) – CONSULTANT will prepare a hazardous waste initial site assessment to identify any potential hazards or hazardous waste within or nearby the project study area, as well as facilities located within the project study area that store, transfer, or utilize large quantities of hazardous materials. CONSULTANT will conduct an agency records search to identify all hazardous waste sites located within ¼ mile of the project study area and classified as a hazardous waste site under state law. CONSULTANT will conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste or materials are identified within the project area, the ISA will identify subsequent procedures to determine the extent of contamination and remediation requirements.

4.7 Phase 2 Environmental Site Assessment – Given the presence of historic railroad usage along the 4th Street corridor as well as numerous potential underground storage tanks, additional Phase 2 soil testing may be necessary prior to the start of construction. This testing will identify any locations where soils are contaminated with hydrocarbons or heavy metals in concentrations that can be harmful to humans. Soil samples will be collected and tested in a laboratory and the results of the testing will be summarized in a Phase 2 Environmental Site Assessment Report. If contaminated soils are detected, the report will also provide recommendations for remediation that should occur prior to or during construction to maintain public health and safety of construction workers and local businesses and residents.

4.8 Categorical Exclusion (NEPA) - The proposed project appears to qualify for a NEPA Categorical Exclusion under CFR 771.117 (c)27 Highway Safety Improvement projects. CONSULTANT will prepare a NEPA Categorical Exclusion document which provides a summary of all the analysis and

recommendations in the environmental technical studies. An Environmental Commitments Record will also be prepared to consolidate all avoidance, minimization, and mitigation measures in order to ensure that environmental impacts caused by the project area are not substantial.

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 the following sheets:

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

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

- a. Traffic Signal Modification Design: The traffic signal modification design will build upon the preliminary traffic signal modifications design provided in Section 3.1, and will include detailed plans, specifications and estimates. Details will include, but are not limited to, signal pole design, pedestrian push buttons, locations with respect to proposed pedestrian ramps and coordination with electrical design for power supply.

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, Electrical Engineer, Structural Engineer and Architect in responsible charge of preparation of each section of the plans and specifications. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 60%, 90% and 100% stages of completion per the following:

- 60% & 90% Plans – One 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.

CONSULTANT will meet monthly with the RTC Project Manager throughout the duration of Final Design to discuss the progress of the Project. The CONSULTANT will prepare meeting agendas prior to each meeting and prepare meeting minutes following each meeting.

Deliverables – Final Plans and Specifications delivered to the RTC, City of Reno and Utilities, attendance at monthly meetings and preparation of meeting agendas and minutes.

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

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

Deliverables – Opinion of Probable cost and time of construction.

6. DESIGN CONTINGENCY (OPTIONAL)

This is a design contingency for miscellaneous increases within the scope of this contract that cannot readily be quantified presently. CONSULTANT shall provide a

letter detailing the need, scope, and not- to exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager’s written approval.

7. PRELIMINARY SCHEDULE

While the schedule may fluctuate based upon agency and other coordination, the targeted schedule for these services are as follows:

Notice to Proceed	February 21, 2023
Initial Preliminary Plans Submittal	July 2023
NEPA Document Submittal	August 2023
Initial Final Plans Submittal	May 2024
Task completion	July 2024

EXHIBIT "B" cont.



CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$260
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$245
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$230
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$215
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$200
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$165
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$145
Designer	\$95
Senior CAD Technician/Graphics Designer II	\$165
Senior CAD Technician/Graphics Designer I	\$155
CAD Technician/Graphics Designer	\$135
Project Coordinator	\$135
Administrative Assistant	\$115
Construction Manager	\$175
Senior Inspector II	\$145
Senior Inspector I	\$130
Inspector II	\$125
Inspector I	\$105
Senior Field Technician I	\$130
Field Technician II	\$110
Field Technician I	\$95
1 Person Survey Crew	\$175
2 Person Survey Crew	\$230
3 Person Survey Crew	\$305

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 62.5 cents per mile.



WOOD RODGERS

Exhibit B cont.
LABORATORY TESTING SERVICES FEE SCHEDULE
Effective January 1, 2021

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



Exhibit B cont.
LABORATORY TESTING SERVICES FEE SCHEDULE
 Effective January 1, 2021

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



WOOD RODGERS

Exhibit B cont. LABORATORY TESTING SERVICES FEE SCHEDULE Effective January 1, 2021

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

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.4.2

To: Regional Transportation Commission

From: Andrew Jayankura, Engineer II

SUBJECT: Steamboat Parkway Improvement Project, Amendment No. 2

RECOMMENDED ACTION

Approve Amendment No. 2 to the contract with CA Group, Inc., for additional design services related to the Steamboat Parkway Improvements Project, in the amount of \$262,338, for a new total not-to-exceed amount of \$1,381,628.

BACKGROUND AND DISCUSSION

The RTC entered into this agreement with CA Group, Inc., (CA Group) to provide design and engineering during construction services associated with the widening of the intersection of Steamboat Parkway and Veterans Parkway, widening of Steamboat Parkway from four (4) to six (6) lanes between Marketplace Drive and Veterans Parkway, and lane reconfiguration at the intersection of Steamboat Parkway and Damonte Ranch Parkway.

This amendment reflects additional design and optional engineering during construction fees for additional scope of work associated with investigation of roadway features including topography and drainage, increased coordination and design of both utility and landscape, and construction management. CA Group will be responsible for coordination required for the intricate landscape design scope and coordination with the Damonte Ranch Master Plan Development, also for incorporating the utility designs into the plans set from NV Energy, Charter, AT&T, and Verizon. Services also include increased coordination between the CA Group and the utility companies to ensure designs from the widening and the utilities are compatible.

FISCAL IMPACT

Savings from other projects are available to cover this increased cost in the current year budget.

PREVIOUS BOARD ACTION

6/18/2021 Approved Professional Service Agreement with CA Group, Inc., in the amount of \$1,119,290.

AMENDMENT NO. 2

The Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“Consultant”) entered into an agreement dated June 21, 2021 (the “Agreement”). This Amendment No. 2 is dated and effective as of February 20th, 2023.

RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to provide design and optional engineering during construction services in connection with TE Spot 11- Package 3 (the “Project”).

WHEREAS, the parties have determined that there is a need to amend the Agreement to reflect changes associated with reallocating fee amounts between existing task lines due to scope changes; and to extend the term of the Agreement; and

WHEREAS, this amendment reflects additional design and optional engineering during construction fees for additional scope of work associated with investigation of roadway, increased coordination and design of both utility and landscape, and construction management to be performed by the CONSULTANT and compensated as outlined in the updated fee schedule.

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

1. Section 1.1 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written and shall end on December 31, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

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

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

Design Services (Tasks 2.1.A to 2.1.D, and 2.1.F)	\$753,958
Design Contingency Optional (Task 2.1.E)	\$ 00
EDC Services Optional (Tasks 2.1.G to 2.1.K)	\$548,625
EDC Contingency Optional (Task 2.1.L)	\$ 79,045
<hr/> Total Not-to-Exceed Amount	<hr/> \$1,381,628

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, Vice President

EXHIBIT A

SCOPE OF SERVICES

FOR THE

**TE SPOT 11 – PACKAGE 3 - STEAMBOAT PARKWAY AND VETERAN’S PARKWAY
WIDENING/IMPROVEMENT PROJECT**

2.1. **SCOPE OF SERVICES**

This will generally consist of the following tasks:

2.1.A. **PROJECT MANAGEMENT**

1. Invoicing - The Service Provider will prepare and submit monthly invoices. The monthly invoices will be delivered to RTC Accounts Payable at AccountsPayable@rtcwashoe.com and the progress reports will be delivered to the RTC Project Manager.
2. Project Coordination - The Service Provider will be responsible for coordination with the RTC Project Manager and other project stakeholders and attend review meetings and conference calls as necessary. Project coordination will include the composition of materials such as meeting agendas, and meeting notes; documentation of design decisions, correspondence, and supporting information for design decisions, and quantity derivations. This information will be made available to RTC upon request.
3. Utility and Stakeholder Coordination – The Service Provider will be responsible for coordination required for the intricate landscape design scope and coordination with the Damonte Ranch, also for incorporating the utility designs into the plans set from NV Energy, Charter, AT&T and Verizon. Services also include increased coordination between the CA Group and the utility companies to ensure designs from the widening and the utilities were compatible.

2.1.B. **INVESTIGATION OF EXISTING CONDITIONS**

1. Falling Weight Deflectometer (FWD) Testing. (NOT APPLICABLE)
2. Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality will also be obtained.

- b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider improvements needed for “complete street”.

3. Traffic Data.

- a. The CONSULTANT will help review SYNCHRO models provided by the RTC and UNR to analyze and evaluate the proposed improvements at the Steamboat Parkway/Veteran’s Parkway intersection to ensure an optimized design for the 2050 horizon year.
- b. The CONSULTANT will evaluate the operation of the Steamboat Parkway/Marketplace Lane intersection using RTC supplied information on the new apartment complex to the south and the retail center to the north.
- c. The CONSULTANT will review crash data for possible safety problems within the Steamboat Parkway Project area including the intersection with Veteran’s Parkway intersection and provide recommendations.

4. Right-of-Way Mapping and Engineering Services

- a. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. Right of way boundary will be surveyed, and right-of way will be tied to the roadway centerline and existing monuments. The record right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included in this task.
- b. It is estimated approximately twenty (20) parcels will require permanent and/or temporary easements to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 17 individual parcels. 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, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and updates as necessary for each affected parcel.
- c. It is estimated that multiple revisions to the legal exhibits will occur due to the relocation designs supplied by the utility companies (NV

Energy, Charter and AT&T) over time. Also several revision due to property owner negotiations.

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

5. Subsection Identification and Core Location Selection. Information from the condition surveys will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC. Anticipated core locations required are listed in Section 2.1.A.6. The primary objective of the coring/test pit program will be to establish pavement, base and subgrade layer thicknesses and material type.
6. Geotechnical Investigation. CONSULTANT will bore several locations for the purpose of determining the section for the widening of Steamboat Parkway and the bearing pressure of the soils for potential retaining wall on the east side of the Veteran's Parkway intersection. Five (5) borings will be taken outside the sidewalk of the Steamboat Parkway. Representative samples of the soils encountered will be used for testing to aid in classification and moisture content determination. The results of the geotechnical investigation and associated laboratory testing will be summarized in a written technical memorandum. Consultant to include bus loading and frequency sensitivity analysis.
7. Backcalculation Analysis. (NOT APPLICABLE)
8. Develop Feasible Rehabilitation/Reconstruction Alternatives. Based upon the results of a cost analysis, existing subgrade soils, CONSULTANT will identify feasible pavement sections for the widening of Steamboat Parkway. The existing pavement will be limited to a rehabilitation strategy of 2-inch coldmilling and a 2-inch overlay for rehabilitation, to ensure section continuity and pavement striping visibility.

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

9. Conduct Life-Cycle Cost Analysis. (NOT APPLICABLE)
10. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon the cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended construction alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.

11. Utility Investigation/Depiction

- a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.B, Preliminary Design.
- b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
- c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.
- d. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or no conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall pothole a sufficient number of locations to make such a determination. These services are optional and will be compensated through Section 2.1.D.4 by written approval from the RTC Project Manager. It is anticipated 15 potholes will be required, along with locating the utility trenches with magnetic resonance equipment. The pothole company will engage a surveyor to ensure utility locations are compatible with the project mapping

12. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.A shall be submitted by report with backup documentation. The Geotechnical Technical Memorandum and pavement

design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

14. Drainage Memo. The Service Provider shall perform all analysis to design the drainage system supporting the roadway improvements.

On Steamboat Parkway, from Veteran's Parkway to Damonte Ranch Parkway, the existing curb and gutter will be removed, and new curb, gutter and sidewalk will be constructed on both the north and south sides. On Veteran's Parkway, the existing curb and gutter will be removed, and new curb, gutter and sidewalk will be constructed on both the east and west sides. Offsite flows contributing to this area will be estimated using the rational method. If needed, available USGS quadrangle topography and site investigation will be used to develop approximate drainage basins. Onsite flows will also be computed using the Rational Method, using the roadway plans to determine contributing basins.

An onsite drainage system will be designed to meet City of Reno criteria limiting onsite drainage flows to ½ of the eastbound travel lane for the 5-Year storm. The drainage for the westbound travel lane will not be altered, and not evaluated. Approximate flow depths in Steamboat Pkwy will be estimated using normal depth equations for the 5 and 100-Year events.

The analysis will be adequate to document no adverse drainage impacts are created for adjacent properties.

1. Hydrology
 - a. Evaluate offsite contributing basins for all necessary concentration points between Damonte Ranch Parkway and Eastern terminus of the project along Steamboat Parkway.
 - b. Evaluate onsite drainage basins.
2. Hydraulics
 - a. Onsite system
 - i. Drop inlets
 - ii. Storm drain
3. Report
 - a. Draft Report (submitted with preliminary design)
 - b. Final Report (submitted with final design)

2.1.C. PRELIMINARY DESIGN (50% Design)

1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
2. Mapping. 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. To provide clarity, topography at 1-foot contour intervals may be added. Locations will include Steamboat Parkway including the intersection of Damonte Ranch Parkway to 500-feet east of the intersection with Veteran's Parkway. Damonte Ranch Parkway from 300-feet south of the intersection with Steamboat Parkway to 500-feet north. Veteran's Parkway from 500-feet south of Steamboat Parkway to 500-feet north of Steamboat Parkway.

3. Project Coordination. Attend meetings, review reports, and provide project coordination.
4. 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.
4. Public Information.
 - a. Two public information meeting presentations will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.
 - b. It also assumed twelve (12) one-on-one meetings with local businesses will be required. Along with the meetings, the CONSULTANT will prepare exhibits for each affected property that depict the demolition of existing features and the construction of proposed features that affect each property.
 - c. Two meetings with the Neighborhood Advisory Board; a presentation will be made by CONSULTANT and RTC to discuss project limits, scope, tentative schedule, landscape & aesthetics along with concerns of adjacent properties before the plans and specifications are finalized.
6. Traffic Signal Modification Design for the following:
 - a. Steamboat Pkwy/Veterans Pkwy intersection, CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the entire traffic signal system. Work will include:

- Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - Modifying signal heads
 - ADA accessible design for pedestrian buttons and feasibility of upgrading to audible signals
 - Phasing revisions as appropriate
 - Providing schedules for signal equipment and conductors
- b. Steamboat Pkwy/Damonte Ranch Pkwy, CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the traffic signal system. Work will include:
- Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - Modifying signal heads
 - Phasing revisions as appropriate
 - Providing schedules for signal equipment and conductors
- d. Steamboat Pkwy/Fire Station, CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the traffic signal system. Work will include:
- Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - Modifying signal heads
 - Phasing revisions as appropriate
 - Providing schedules for signal equipment and conductors
- e. Steamboat Pkwy/Marketplace Dr, CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the traffic signal system. Work will include:
- Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - Modifying signal heads
 - Phasing revisions as appropriate
 - Providing schedules for signal equipment and conductors

Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless important details are obscured.

7. Drainage Design for Steamboat Parkway and Veteran’s Parkway roadway reconfiguration from Damonte Ranch Parkway to the eastern terminus.
8. Landscape and Aesthetics Design for the Steamboat Parkway Corridor and intersection with Veteran’s Parkway. The designs will be coordinated with

the Damonte Ranch Homeowner's Association. The plans will depict the new improvements and to maintain the preconstruction aesthetics, soils and irrigation functionality in the areas of the widening and where existing landscaping and aesthetics are disturbed. The plans will preserve the existing trees as much as practicable and replace removed trees where they can fit.

9. Optional Lighting Design for the Steamboat Parkway. The initial concept for the lighting in the areas of the widening will be to perpetuate the existing lighting. The design will preserve the existing decorative light poles and place them in a position that approximates the same existing position relative to the widened roadway. If additional or enhanced lighting is deemed to be required, the Consultant will perform a lighting analysis to ensure that the roadway lighting meets industry recommendation and regulations with the lighting fixtures that are ultimately chosen.
10. Preliminary Engineer's Opinion of Probable Construction Costs. Provide a preliminary Engineer's opinion of probable construction costs for the project based on the preliminary design and any alternatives or options. The cost opinion will be in the same format as the anticipated bid proposal.

2.1.D. FINAL DESIGN

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

The Plan set will incorporate a trench design and new location of equipment including vaults, manholes and concrete pads that is coordinated with the relocation of the utility equipment owned by NV Energy, Charter, AT&T and Verizon.

CONSULTANT will assist the RTC in conducting stakeholder outreach with the Homeowner's Associations on the east side of the Veteran's Parkway intersection, the business owner in the malls on the north side of Steamboat Parkway and the developers and Reno Fire Department on the south side of Steamboat Parkway to discuss potential impacts.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile

view, right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum:

- Title Sheet
- Legend, General Notes, and Abbreviations
- Plan/Profile Sheets (at 1" = 20' scale)
- Drainage Sheets (at 1" = 20' scale)
- Intersection Details (at 1" = 10' scale)
- Grading and Pedestrian Ramp Details (at 1" = 10' scale)
- Lighting Sheets (at 1" = 20' scale)
- Landscape and Aesthetics Sheets (at 1" = 20' scale)
- Traffic Signal Modification Sheets (at 1" = 10' scale)
- Signage and Striping Plan Sheets (at 1" = 20')
- Utility Sheets (at 1" = 20' scale)
- Detail Sheets (scales as noted).

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

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

- 50% & 90% Plans – One electronic copy (PDF) on CD to RTC, One 22"x34" set each to RTC, two 11"x17" sets to RTC, two 11"x17" sets to Local Entity, and one 11"x17" set each to utility agencies and other affected parties.
- 90% Plans – One 11"x17" set to Washoe County Health District (WCHD).
- 90% Specifications – One set each to RTC and Local Entity.

- 100% Plans – One 11”x17” each to RTC, Damonte Ranch and Local Entity.
 - 100% Plans – Email pdf of updated sheet(s) to WCHD as needed.
 - 100% Specifications – One set each to RTC, Damonte Ranch and Local Entity.
 - Final Working Plan Set – One 22”x34” set to RTC, one 11”x17” set each to RTC, Local Entity, and utility agencies.
 - Final Working Specification Document – One set each to RTC and Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
- d. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment. Provide RTC a list of utility agencies sent design review submittals and Utility Agency review comments.

CONSULTANT will supply additional coordination to incorporate the utility designs into the plans from NV Energy, charter, AT&T and Verizon.

- e. CONSULTANT will submit to the U.S. Army Corps of Engineers for proposed work on the structure over the Steamboat Ditch, and coordinate any approvals needed for work near the ditch.
- f. 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 include review of design in the field, conflict identification, maintenance of traffic, limitations of operations, schedule and phasing.
2. Final Engineer’s Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate

the number of working or calendar days, as appropriate, for the construction of the projects.

3. Landscape and Aesthetics Design for the Steamboat Parkway Corridor and intersection with Veteran's Parkway. The designs will be coordinated with the Damonte Ranch Homeowner's Association. The plans will depict the new improvements and to maintain the preconstruction aesthetics, soils and irrigation functionality in the areas of the widening and where existing landscaping and aesthetics are disturbed. The plans will preserve the existing trees as much as practicable and replace removed trees. Additional grading details will be incorporated into the plan set. Additional coordination with the Damonte Ranch Landscape Architect will be performed to ensure that the desired aesthetic is achieved.

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

2.1.F. BIDDING SERVICES

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

2.1.G - L CONSTRUCTION SERVICES (OPTIONAL) - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

2.1.G. CONTRACT ADMINISTRATION (OPTIONAL)

1. Plan Set and Specification Distribution. CONSULTANT will provide the RTC, Local Agency and Contractor with a conformed set of final plans and

specifications, including addenda, as a paper copy and in Portable Document Format (PDF).

2. Provide contract administration services as follows:

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

2.1.H. CONSTRUCTION SURVEYING (OPTIONAL)

Provide construction staking as follows:

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

2.1.I. INSPECTION (OPTIONAL)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour workdays and a 187 working day contract period is 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 blue-line set of drawings to incorporate contractor record drawing mark-ups
2. Provide Landscape Architect during Construction. Provide additional inspection and construction support services for site visits and coordination between Damonte Ranch, the RTC and the Contractor for the construction of landscape and aesthetics plan elements.
 3. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 80 hours of field inspection and sampling and 48 hours of Nuclear Gauge time are anticipated.

2.1.J. MATERIALS TESTING (OPTIONAL)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 32 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.
3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous

pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.

4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site PCC testing & sampling. 80 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.K. AS-BUILT INFORMATION (OPTIONAL)

Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file PDF format (22" x 34" at 300 dpi), on 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 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.

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.

2.1.L. CONSTRUCTION CONTINGENCY (OPTIONAL)

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

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: TE Spot 11 - Steamboat/Veteran's Intersection and Steamboat Parkway Widening Project
 Consultant Information: CA Group
 Project Manager: Andrew Jayankura

Tasks		Billable Rate	\$250.00	\$205.00	\$160.00	\$120.00	\$105.00	\$170.00	\$135.00	\$80.00	\$1.00			
Name		Human Resources (Hours)												
Task No.	Description	Project Principal	Project Manager	Engineer	Engineer Intern	CADD Technician	Independent QA/QC	Inspector	Clerical	Lump Sum	Total Labor Hours	Loaded Labor Costs	Direct Expenses	Subconsultant Costs
2.1.A	Project Management													
	Invoicing	10	36						16		62	\$11,160		
	Project Coordination	42	220						56		318	\$60,080		
	Additional Utility Coordination	1	40						4		45	\$8,770		
	Additional Landscape Coordination	1	24								25	\$5,170		
	Hours Subtotal:	54	320	0	0	0	0	0	76	0	450		\$0.00	
	Cost Subtotal:	\$13,500.00	\$65,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,080.00	\$0.00		\$85,180.00		\$0
2.1.B	Investigation of Existing Conditions													
	1) FWD (Not Applicable)										0	\$0		
	2) Condition Survey										0	\$0		\$2,000
	3) Traffic Data	3	10	16	16	4					49	\$7,700		
	4) RoW Mapping and Eng. Services	4	40								44	\$9,200		\$58,150
	5 - 12) Geotech Investigation	2	8								10	\$2,140		\$12,000
	13) Utility Investigation	4	24		64						92	\$13,600		\$52,673
	14) Drainage Memo	2	68	40	40	40			12		202	\$30,800		
											0	\$0		
	Hours Subtotal:	15	150	56	120	44	0	0	12	0	397		\$0.00	
	Cost Subtotal:	\$3,750.00	\$30,750.00	\$8,960.00	\$14,400.00	\$4,620.00	\$0.00	\$0.00	\$960.00	\$0.00		\$63,440.00		\$124,823
2.1.C	Preliminary Design													
	1) Supplemental Topography - Part of Topographic and ROW		4		16	16					36	\$4,420		
	2) Topographic and ROW Mapping		4		20	32					56	\$6,580		\$38,000
	3) Project Coordination - Part of Project Management										0	\$0		
	4) Plans and Specifications	17	53	0	125	219	171	18	0	0	603	\$84,610		\$7,500
	5) Public Information	8	132		60	120	12		24		356	\$52,820		
	6) Traffic Signal Mod Design - Part of Plan Preparation										0	\$0		
	7) Drainage Design - Part of Plan Preparation										0	\$0		
	8) L&A Design	2	40	40			4				86	\$15,780		\$12,500
	10) Lighting Design (Optional)	2	40	24							66	\$12,540		\$12,500
	9) Preliminary Const. Cost	2	4	8	16	20	2				52	\$6,960		
	Hours Subtotal:	31	277	72	237	407	189	18	24	0	1255		\$0.00	
	Cost Subtotal:	\$7,750.00	\$56,785.00	\$11,520.00	\$28,440.00	\$42,735.00	\$32,130.00	\$2,430.00	\$1,920.00	\$0.00		\$183,710.00		\$70,500
2.1.D	Phase 1 Final Design													
	1) Prepare Final Plans and Specifications	20	80	96	374	543	203	15	0	0	1331	\$175,190		\$34,615
	2) Opinion of Probable Cost and Time	2	24	16	16	0	2				60	\$10,240		
											0	\$0		
											0	\$0		
	Hours Subtotal:	22	104	112	390	543	205	15	0	0	1391		\$0.00	
	Cost Subtotal:	\$5,500.00	\$21,320.00	\$17,920.00	\$46,800.00	\$57,015.00	\$34,850.00	\$2,025.00	\$0.00	\$0.00		\$185,430.00		\$34,615
2.1.E	Design Contingency (OPTIONAL)													
											0	\$0		
												\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0			\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: TE Spot 11 - Steamboat/Veteran's Intersection and Steamboat Parkway Widening Project
 Consultant Information: CA Group
 Project Manager: Andrew Jayankura

		Billable Rate	\$250.00	\$205.00	\$160.00	\$120.00	\$105.00	\$170.00	\$135.00	\$80.00	\$1.00			
Tasks		Human Resources (Hours)												
Name														
Task No.	Description	Project Principal	Project Manager	Engineer	Engineer Intern	CADD Technician	Independent QA/QC	Inspector	Clerical	Lump Sum	Total Labor Hours	Loaded Labor Costs	Direct Expenses	Subconsultant Costs
2.1.F	Bidding Services													
	1) Plan Set and Specification Distribution		2		4						6	\$890	\$1,500.00	
	2) Pre-bid Meeting		2		8						10	\$1,370		\$1,200
	3) Bid Opening		4		4						8	\$1,300		
											0	\$0		
	Hours Subtotal:	0	8	0	16	0	0	0	0	0	24		\$1,500.00	
	Cost Subtotal:	\$0.00	\$1,640.00	\$0.00	\$1,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,560.00		\$1,200
2.1.G	Construction Support Services (OPTIONAL)													
	1) Plan Set and Specification Distribution		8		8	8					24	\$3,440	\$1,500.00	
	2) Contract Administration		550						80		630	\$119,150		\$26,300
											0	\$0		
	Hours Subtotal:	0	558	0	8	8	0	0	80	0	654		\$1,500.00	
	Cost Subtotal:	\$0.00	\$114,390.00	\$0.00	\$960.00	\$840.00	\$0.00	\$0.00	\$6,400.00	\$0.00		\$122,590.00		\$26,300
2.1.H	Construction Surveying (OPTIONAL)													
	1) Construction Staking										0	\$0		\$70,000
											0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0		\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$70,000
2.1.I	Inspection (OPTIONAL)													
	1) Provide Inspector							1870			1870	\$252,450		
	1) Provide Inspector (L&A)													\$26,300
	1) Provide Inspector (Lighting)													\$3,800
	2) Provide Additional Paving Inspector										0	\$0		\$7,940
											0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	1870	0	0	1870		\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$252,450.00	\$0.00	\$0.00		\$252,450.00		\$38,040
2.1.J	Materials Testing (OPTIONAL)													
	1) Provide Material Testing										0	\$0		\$30,975
	2) Provide AC Plant Inspection and Testing										0	\$0		
	3) Provide Asphalt Cement Testing										0	\$0		
	4) Provide Agg Base Testing and Sampling										0	\$0		
	5) Plantmix Pavement Testing										0	\$0		
	6) Plantmix Pavement Coring										0	\$0		
	7) Top Lift Joint Testing and Coring										0	\$0		
											0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0		\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$30,975
2.1.K	As-Built Information (OPTIONAL)													
	1) Record Drawings	1	4		8	40			4		57	\$6,770		
											0	\$0		
	Hours Subtotal:	1	4	0	8	40	0	0	4	0	57		\$0.00	
	Cost Subtotal:	\$250.00	\$820.00	\$0.00	\$960.00	\$4,200.00	\$0.00	\$540.00	\$0.00	\$0.00		\$6,770.00		\$0
2.1.L	Construction Contingency (OPTIONAL)													
										79045		\$79,045		
												\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0		\$0.00		
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$79,045.00		\$79,045.00		\$0

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: TE Spot 11 - Steamboat/Veteran's Intersection and Steamboat Parkway Widening Project
Consultant Information: CA Group
Project Manager: Andrew Jayankura

Tasks		Billable Rate	\$250.00	\$205.00	\$160.00	\$120.00	\$105.00	\$170.00	\$135.00	\$80.00	\$1.00			
Name		Human Resources (Hours)												
Task No.	Description	Project Principal	Project Manager	Engineer	Engineer Intern	CADD Technician	Independent QA/QC	Inspector	Clerical	Lump Sum	Total Labor Hours	Loaded Labor Costs	Direct Expenses	Subconsultant Costs
Overall Hours Totals:		123	1421	240	779	1042	394	1907	192		6098		\$3,000.00	
Loaded, OH Costs Totals:		\$30,750.00	\$291,305.00	\$38,400.00	\$93,480.00	\$109,410.00	\$66,980.00	\$257,445.00	\$15,360.00	\$79,045.00		\$982,175.00		\$396,453.00

BASIC SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost:	\$982,175
Subconsultants:	\$396,453
Direct Expenses:	\$3,000
Total Estimated Services:	\$1,381,628

CONTRACT TOTALS			
	Labor Hours	Task Subtotal	Item
2.1.A	450	\$85,180	Project Management
2.1.B	397	\$63,440	Investigation of Existing Conditions
Sub 2.1.B		\$124,823	Lumos, GES and Optional Potholing
2.1.C	1,255	\$183,710	Preliminary Design
Sub 2.1.C		\$70,500	See Lumos and PK Elec Proposals
2.1.D	1,391	\$185,430	Phase 1 Final Design
Sub 2.1.D		\$34,615	See Lumos and PK Elec Proposals
2.1.E	0	\$0	Design Contingency (OPTIONAL)
2.1.F	24	\$3,560	Bidding Services
Direct 2.1.F		\$1,500	Printing
Sub 2.1.F		\$1,200	See PK Elec Proposal
Design Subtotal		\$753,958	
2.1.G	654	\$122,590	Construction Support Services (OPTIONAL)
Direct 2.1.G		\$1,500	Printing
Sub 2.1.G		\$26,300	See Lumos Proposal
2.1.H	0	\$0	Construction Surveying (OPTIONAL)
Sub 2.1.H		\$70,000	See Lumos Proposal
2.1.I	1,870	\$252,450	Inspection (OPTIONAL)
Sub 2.1.I		\$38,040	See GES, Lumos and PK Elec Proposals
2.1.J	0	\$0	Materials Testing (OPTIONAL)
Sub 2.1.J		\$30,975	See GES Proposal
2.1.K	57	\$6,770	As-Built Information (OPTIONAL)
2.1.L	0	\$79,045	Construction Contingency (OPTIONAL)
Construction Subtotal		\$627,670	



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Reno
9222 Prototype Drive
Reno, Nevada 89521
775.827.6111

December 15, 2022

JN 10457.000

Dean Mottram
CA Group, Inc.
8630 Technology Way
Reno, NV 89521

**Subject: Additional Legal Descriptions, Exhibits & Title Reports
Steamboat Widening Project (TE Spot 11, Pkg. 3)**

Dear Dean,

To follow up our phone call today, we have exceeded our budget for the easement and title reports task by \$1,145. There were revisions made for the temporary construction, and public use easements over nine (9) of the properties. Since these were not minor revisions, we needed to draft new exhibit and legal descriptions on each easement area. We were able to fit the majority of the additional work into our existing budget but since we had to order two additional title reports and draft easements exhibits and descriptions for two additional properties we are requesting a revised budget amount. See below for scope and fee breakdown.

Additional Title Reports **\$1,150**

Additional Easement Legal Descriptions, Exhibits & Revisions **\$3,500**

Additional Budget Requested **\$4,650**

Let me know if you have any questions or if you need anything else.

Sincerely,

John A. Gomez, P.L.S.
Survey Project Manager



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www.LumosInc.com

Reno
9222 Prototype Drive
Reno, Nevada 89521
775.827.6111

February 6, 2023

JN 10457.000

Dean Mottram
CA Group, Inc.
8630 Technology Way
Reno, NV 89521

**Subject: Additional Legal Descriptions, Exhibits & Title Reports
Steamboat Widening Project (TE Spot 11, Pkg. 3)**

Dear Dean,

To follow up your request for us to provide additional and revised legal descriptions & exhibits for right-of-way acquisition and public use easements over seven (7) parcels, we have determined the following cost estimate. Exhibits will be provided over Washoe County APN's 140-213-11, 140-213-34, 140-213-36, 140-213-43, 140-213-48, 140-020-63, & 140-021-21. A title report will be provided for APN 140-213-11, 140-020-63 & 140-021-21.

Additional & Revised Legal Descriptions, Exhibits & Title Reports \$8,500

Let me know if you have any questions or if you need anything else.

Sincerely,

John A. Gomez, P.L.S.
Survey Project Manager



Reno
9222 Prototype Drive
Reno, Nevada
775.827.6111

November 4, 2022

Dean Mottram, P.E.
CA Group Inc.
8630 Technology Way, Suite C
Reno, NV 89521

**Subject: Steamboat Pkwy and Veterans Pkwy , RTC Project
Landscape Design Addendum**

Dear Dean:

Thank you for considering this addendum to our existing contract for the Steamboat Parkway and Veterans Parkway Intersection Project. As we have discussed, the additional reviews and required revisions to the landscape plans has exceed what was originally included in our scope. This addendum represents our estimation of the additional work required to provide a final round of plan revisions per our field meeting with RTC.

Scope of Work

Task 202, Addendum 1 – Final Landscape Design

Based on the field walk with CA Group and RTC on October 21, 2022, Lumos will revise the landscape and irrigation plans to include additional requested grading information and other modifications to the landscape design. Lumos will continue to use LA Studio as a sub consultant to complete this work and these fees include their additional fees.

Lumos will present updated landscaping and irrigation plans to CA Group to include in your overall submittal to RTC. We anticipate completion of the plans and submittal to CA Group prior to December 9, 2022

Fees:

The tasks described in the Scope of Work will be completed for the following fees:

Task 202 – Addendum 1 – Final Landscape Design	10,915.00
------------------------------------------------	-----------

All terms of our existing contract will remain in effect.

Please let me know if you have any questions or require any additional information.

Sincerely,

Michelle Gamble, PE
Group Manager



Reno
9222 Prototype Drive
Reno, Nevada
775.827.6111

February 2, 2023

Dean Mottram, P.E.
CA Group Inc.
8630 Technology Way, Suite C
Reno, NV 89521

JN 10457.000

**Subject: Steamboat Pkwy and Veterans Pkwy , RTC Project
Landscape Construction Assistance Addendum**

Dear Dean:

Thank you for considering this addendum to our existing contract for the Steamboat Parkway and Veterans Parkway Intersection Project for Construction Assistance related to the Landscape Design. We have based our estimated fees on an assumed 8 week duration for the landscape construction activities. We will continue to use LA Studio as our sub consultant for these services.

Addendum – Landscape Construction Assistance

Our current task for Landscape Construction Assistance has a budget of \$4,500.00. As the project has progressed, additional assistance for related to the Landscape Design has been requested. This addendum requests additional funds to supplement the existing budget to provide a greater level of construction oversight and assistance for the landscape portion of the project. We anticipate this additional oversight to include: site visits by a licensed landscape architect during the 8-week construction duration, preparation of site visit reports, response to RFIs, preparation of exhibits for revisions to landscape design components, and final punch list/closeout site walk and documentation.

Fees:

The tasks described in the Scope of Work will be completed for the following fees:

Current approved budget Landscape Construction Assistance	\$4,500.00
Addendum Amount Requested	\$21,800.00
Total New Budget – Landscape Construction Assistance	\$26,300.00

All terms of our existing contract will remain in effect.

Please let me know if you have any questions or require any additional information.

Sincerely,

Michelle Gamble, PE
Group Manager





PROFESSIONAL SERVICES AGREEMENT LETTER

October 5, 2022

CA Group
8630 Technology Way, Suite C
Reno, NV 89521

CA Group Authorized Representative(s): Dean Mottram, PE

Subject: Steamboat Parkway Project
Utility Test Holes & Designating
KCI Proposal Number: 22NV128

KCI Technologies, Inc. ("KCI") is pleased to submit this professional services proposal (the "Proposal") to CA Group ("Client") for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of six (6) months from the date hereon. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the General Provisions (see Exhibit A) and any other exhibits attached hereto. If this Proposal is accepted and executed by Client, then the General Provisions and any other exhibits along with this Proposal shall constitute a complete and legally binding contract between KCI and Client.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

KCI's understanding of the Steamboat Parkway Project is utility verification requiring utility Test Holes and Designation. KCI will complete designation of utilities at 6 areas and up to 18 (eighteen) utility Test Holes via vacuum excavation methods. The approximate locations are shown on attached Exhibit B. KCI will subcontract with Lumos & Associates for survey services support.

KCI proposes to perform the following Services.

DESIGNATION:

- Request asbuilt/record drawings from Client and Utility Owners.
- Identify and record surface appurtenances for subsurface utilities, i.e., manholes, vaults etc.
- Designation efforts will be performed with electromagnetic (EM) detection equipment including but not limited to a Vivax VM810, Vivax vLoc Pro2, Magnawand ID 2100 and Pipehorn 800. The use of EM devices can produce positive results when target utilities are of conductive (metallic) material.
- Designation efforts of nonconductive materials such as PVC, Asbestos Cement, Terracotta, and Plastic pipes will be attempted utilizing a LMX200 250 MHZ ground penetrating radar (GPR) unit when and where applicable.
- Produce electronic field sketch (not to scale) of utilities detected and surface facilities for QC purposes.
- Coordinate project surveyor (Lumos) to collect field markings.
- No guarantees are made that all utilities will be identified.

TEST HOLES:

- Produce and obtain necessary encroachment permits from local jurisdiction(s) to perform the Work within right-of-way.
- Coordinate with a local traffic control provider to produce traffic control plans and secure approved traffic control permits from local jurisdiction(s).
- Coordinate the set-up and breakdown of traffic control devices at test hole locations.
- Layout test hole locations in the field using various pieces of geophysical locating equipment and processes, i.e. electromagnetic, ground penetrating radar, asbuilt plans, etc.
- Notify USA North 811 Call-Before-You-Dig service 48 hours before any excavation.
- Removal of pavement and concrete surfaces will be accomplished by use of a 10" diameter core drilling process.
- Use air vacuum excavation methods to excavate and expose targeted utility.
- Record utility data: type, depth, size and material as readily obtainable. If the utility is a duct bank or encased, KCI will attempt to record top, bottom, width and configuration.
- Backfill test hole with native material excavated from the hole and compacted pneumatically in one-foot lifts.
- Backfill test hole with CLSM (slurry) when required by permitting agency.
- Restoration of test holes within pavement/concrete core drilled surfaces will be accomplished by using the Clark County, Nevada, Regional Transportation Commission's Standard Drawing #506 Type B Method specification using Utilicor Technologies; Utilibond™ bonding agent.
- Coordinate with project surveyor (Lumos) for collection test hole reference points.

DELIVERABLES

DESIGNATION: An AutoCAD utility overlay file will be created depicting those utilities that are detected in the field.

TEST HOLE: Provide a Test Hole Data Report in a Portable Document Format (.pdf) for each completed location. Such Report shall include the following information.

- Test hole number and date of completion.
- Approximate plan and section view (not to scale) of utility and test hole location in relationship to the existing roadway and ground surface.
- Collected utility data: type, depth, size and material as readily obtainable.
- Provide utility photos where obtainable at exposed locations.
- XYZ coordinates for each completed test hole point.

SCHEDULE

Field services will commence within a mutually agreed upon time and upon receiving the following: signed agreement, notice to proceed from Client, receipt of any applicable encroachment / traffic control permits, and available utility records/maps from Client. KCI will not be held accountable or liable for any delay in the agreed upon schedule due to Client's or permitting office delays. KCI will provide an updated schedule should delays beyond its control significantly disrupt the originally agreed upon schedule.

ASSUMPTIONS, EXCLUSIONS, AND CAVEATS

- All work within public R/W's will be permitted thru the appropriate jurisdiction.
- Access to private properties will be coordinated by Client when necessary.
- Client will provide all available utility records/maps.
- Client will provide existing topo base map (dwg or dgn format) if available.
- Client will provide project surveyor current control datum.
- Client will coordinate clear access to work area and utility manholes/vaults.
- Designation and Test hole reference points will be surveyed to project control by others.
- Current standards, requirements and available information apply to this proposal.
- Standard permitting process and times to obtain are in effect.
- If select test hole backfill material (slurry) is required by local jurisdiction(s), an additional cost-plus fee will apply.
- If pavement/concrete restoration other than the coring process previously described is required by local jurisdiction(s), an additional cost-plus fee will apply. (i.e. sidewalk panel replacement, patch work greater than 10" diameter core, driveway aprons etc)
- Test hole size measurements and centerline of utility and structures over 24" are difficult to obtain due to the small size of the test hole excavation. The nominal pipe size of these

larger diameter pipes/structures are considered approximate unless an additional test hole is performed, which can be done as Additional Work.

- Measurement of utility size will be completed by hand measurements and will be recorded as Nominal Pipe Size (NPS). The nominal size may not match the outside dimension of the utility but will be within the nominal size standardized dimensions.
- Due to the small size of the test hole excavation, it is difficult to obtain measurement on more than one utility per test hole. KCI will obtain information on multiple utilities when possible.
- No guarantee can be made that locating the top, bottom, width and configuration of duct bank utilities or slurry/concrete encased utilities can be achieved due to limited visual ability within standard test hole size and existing ground conditions for visual verification.
- No guarantee can be made that all utilities will be discovered and located due to the many variables such as materials, depth, signal interference, lack of utility record information and environmental factors.
- Nonmetallic utilities such as PVC, asbestos cement, terracotta, and plastic pipes are considered nonconductive and cannot be traced with electromagnetic designating instrumentation.
- Ground penetrating radar (GPR) equipment will be used in an attempt to discover and locate nonmetallic/nonconductive utilities.
- Various factors can affect GPR results, such as pipe size, depth, and, most importantly, environmental factors such as soil conditions and subsurface ground water. No guarantee can be made that all nonmetallic utilities will be discovered and located.
- The Proposal does not include prevailing wage rates or project labor agreements rates (PLA).
- Use of this service does not relieve others of their responsibility to notify USA North 811 Call-Before-You-Dig prior to any additional excavation.

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above, the fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

Based upon currently available information, KCI estimates that the cost of the Services will be approximately **\$52,673.00**. The following list subdivides this cost estimate into individual cost estimates for each component of the Services.

Utility Designation	20	hours @	\$275.00 per hour	\$5,500.00
Utility Test Hole	18	holes @	\$820.00 per hole	\$14,760.00
Test Hole Restoration (CLSM)	3	days @	\$1,800.00 per day	\$5,400.00
Survey Services	1	each @	\$5,750.00 per each	\$5,750.00
Project Manager	8	hours @	\$196.00 per hour	\$1,568.00
Washoe County - Permit*	1	each @	\$3,000.00 per each	\$3,000.00
Traffic Control Plans & Set-ups	9	each @	\$900.00 per each	\$8,100.00
Per Diem / Lodging (3 man crew)	7	days @	\$585.00 per each	\$4,095.00
Mobilization (round trip)	1	each @	Lump Sum	\$4,500.00
TOTAL				\$52,673.00

* - Permit fee is estimated - billed at cost

Changed conditions or additional requirements may result in an adjustment to estimated fees and/or schedules. Any estimate made by KCI to Client of the anticipated fees or completion schedule for its Services is understood to be informational only. KCI does not guarantee the accuracy of fee estimates, shall not be bound by the fee estimates as limits on the amount to be expended and charged in completion of the Services or any component thereof, and shall bill and be paid for fees that exceed these fee estimates as a result of the changed conditions or additional requirements.

ADDITIONAL SERVICES

Experience indicates that certain additional services (“Additional Services”) may be required or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are caused by many factors including, but not limited to, the following examples: discretion of the Client and/or its construction contractors possibly from decision to deviate from current policies and standards; or, a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

For Client's reference, the following are some examples of Additional Services that may be necessary to complete the Services but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Services within the Scope of Services.

- CADD drafting and creation of plan sets.
- Use of hydro-vac and or excavation equipment such as backhoe or track hoe.
- Dewatering of excavation areas.
- Closed-Circuit Television (CCTV) of utility lines.
- Geotechnical work, soil testing, remediation, or removal of excavated or contaminated

soils, polyfluoroalkyl substances (PFAS) or other containments.

- Work revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.
- Corrective work due to inaccurate or defective Client-supplied information or other previously prepared information relied upon in developing the Scope of Services.
- Checking of work performed by others.
- Remarketing or re-exposing test holes due to lost information by Client or Client's surveyor.
- Certifications not specifically called for in the Scope of Services.
- Re-work or revisions of work due to changes in policies or regulations during the progress of the work.
- Expert witness testimony.

FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in writing when the Additional Services are ordered by the Client.

CONCLUSION

KCI welcomes the opportunity to collaborate with CA Group on the Steamboat Parkway Project. The KCI point of contact ("POC") if you have questions about this Proposal, the General Provisions, or any other attachments is Richard Torrens, Senior Project Manager / Nevada Practice Leader who may be contacted at either 702.444.3244 or richard.torrens@kci.com.

Respectfully,



Richard Torrens
Nevada Practice Leader

Attachments: Exhibit A – General Provisions, Exhibit B – designation/test hole locations
pc: Vincent Reger, KCI and Proposal File

ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this contract on behalf of the Client does hereby warrant that he/she has full authority to do so.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI point of contact.

Name

Title

Date



EXHIBIT A

GENERAL PROVISIONS

**These General Provisions are incorporated by reference in the Proposal
for the performance of Services by KCI as of the date of the executed Proposal.**

1. START OF SERVICES

KCI will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract (“Agreement”) to KCI and Client requests and authorizes KCI to proceed with Services, the terms and conditions of this Agreement will be in force and govern the Services and the relationship of the parties.

2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs and the Services as initially presented by Client. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and KCI may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. KCI will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI’s notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Services.

Although KCI will attempt to complete all Services in a timely fashion, KCI does not guarantee, expressed or implied, the time when Services are completed. If applicable, KCI will coordinate with the Client in scheduling and performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

3. CONDUCT OF THE SERVICES

If applicable to the Services, all concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

4. STANDARD OF CARE

KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's Services under this Agreement at no cost to KCI unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

If applicable to the Services, if Client possesses neither valid title and ownership interests in, nor the right to transfer, assign or encumber, the real property or parcel(s) of land related to the Services, one of the following conditions must be fulfilled by Client within ten (10) business days after receipt of a fully executed copy of this Agreement:

- i. Client must secure express written authorization from the rightful owner of the property that (1) grants KCI the right to provide the Services on or about the property or parcel(s) in question; and (2) acknowledges and affirms the entire terms of this Agreement and the range of Services rendered by KCI; or
- ii. Client must pay an additional fee to KCI in an amount equal to thirty percent (30%) of the gross contract before KCI commences the Services.

KCI warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Project is located.

If applicable to the Services, when KCI Services require KCI personnel or subconsultants to be at a project site, KCI agrees it and its subconsultants will comply with the Client's or any of Client's contractors or representative's reasonable health and safety requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of Client's contractors or representatives.

If applicable to the Services, neither the professional activities of KCI, nor the presence of KCI or its employees and subconsultants at a project site, shall relieve the Client, or the Client's General Contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. KCI and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that it, its General Contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety and warrants that this intent shall be carried out in the Client's contract with those other entities.

6. DRILLING, AQUIFER/SOIL CONTAMINATION

Client understands and agrees that subsurface sampling or exploration may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, potentially linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials offsite, that KCI is not able to eliminate the risk

of such an occurrence, and subsurface sampling or exploration is a necessary aspect of the work that KCI will perform on Client's behalf.

7. BURIED UTILITIES

At least forty-eight (48) hours before penetrating the ground, KCI agrees to contact the local "State One-Call System (Dial 811)" as required by law and have a utilities representative on the project site when required unless otherwise stated in the Services. Client will furnish to KCI information identifying the locations of requested explorations and all other man made subsurface features known to exist within the surrounding area of exploration.

8. CONTAMINATED EQUIPMENT AND CONSUMABLES

Any of KCI's field or laboratory equipment that becomes contaminated by hazardous materials encountered at the project site must be decontaminated and contaminated consumables must be disposed of properly. Client agrees to remunerate KCI for costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. In some instances, the fair market value of a piece of equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment may be less than the cost of decontamination. In such instances, KCI shall notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and KCI shall enter into a specific agreement for that purpose. For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

9. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances and to the best of Client's knowledge is unaware of any hazardous or toxic substances on, in or near the project site. However, hazardous materials or certain types of hazardous materials may exist at the project site where there is no reason to believe they could or should be present. KCI and Client agree that the discovery of unanticipated hazardous materials constitutes a Changed Condition consistent with Section 2, ADJUSTMENTS TO FEE AND TIME that may result in termination consistent with Section 19, TERMINATION. KCI and Client also agree that the discovery of unanticipated hazardous materials will make it necessary for KCI to take immediate measures to protect human health and safety, and/or the environment. KCI agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages KCI to take any and all measures that in KCI's professional opinion are justified to preserve and protect the health and safety of KCI's personnel and the public, and/or the environment, and Client agrees to compensate KCI for the additional cost of such work.

10. DISPOSAL OF SAMPLES

Soil, rock, water and/or other samples or spoils obtained from the project site are the property of Client. Should any of these samples or spoils be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures that encompass removing the contaminated samples or spoils from KCI's custody and transporting them to a disposal site.

Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

11. STATE OF THE ART

Engineering techniques are continually evolving. The standards and regulations imposed by various government entities relative to design and other issues likewise are subject to continuing change. Given this dynamic situation, KCI may select acceptable, effective design approaches that, through no fault of its own,

are obsolete and unacceptable by the time design or design recommendations are ready for execution. KCI agrees to keep Client informed of any technical or regulatory changes of which KCI becomes aware and believes are pertinent to the Services. KCI also agrees to give Client an opinion of such changes' impact on ongoing and/or planned future activities, and the techniques and attendant fees and expenses for accommodating such changes. Client agrees to pay KCI's additional reasonable fees and expenses made necessary by KCI's being required to abide by new regulations or technologies.

12. SUBSURFACE RISKS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface utilities. Even a comprehensive exploration program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions or features, because they are unknown or hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geological, and geotechnical conditions that KCI may encounter between exploration points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human intervention at the project site or distant from it, actual conditions discovered may quickly change. Client realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by KCI to help reduce them to that level deemed tolerable by Client. KCI is available to explain these risks and risk reduction methods to Client but, in any event, the Scope of Services included with this Agreement is that which Client agreed to or selected in light of his own risk preferences and other considerations.

13. RESTORATION OF THE PROJECT SITE

While KCI will take all reasonable precautions to minimize any damage to the project site, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

14. DOCUMENTS

Upon final payment, KCI hereby assigns to Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Services. Documents and Materials are the documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

Until final payment and during the provision of Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

Where the Documents and Materials are marked with KCI's copyright notices or other indicia or authorship, Client may not remove or modify any such marking without the prior written permission of KCI during the duration of the Project or anytime thereafter (including after any assignment has been effectuated). Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic

files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

Client will include in all contracts in any way related to the Services provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications.

Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such Documents or Materials, the hard copies shall govern.

15. INDEMNIFICATION AND LIABILITY

KCI shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages, and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless the Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.

The foregoing defend, hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

The Client agrees to indemnify and hold harmless KCI, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Services and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This Client indemnification and hold harmless includes damages, liabilities or costs arising from or relating to: slander of title or disparagement of property claims referenced in Section 5, RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY; changes/modifications to Documents and Materials referenced in Section 14, DOCUMENTS; fees and expenses including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys' fees KCI incurs as a result of late-payment referenced in Section 18, PAYMENTS; and, where applicable, any loss or damage to KCI or third parties' personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Neither the Client nor KCI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

If applicable to the Services, Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

To the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by KCI under this Agreement or the applicable KCI insurance coverage, whichever is the lesser.

Neither party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action. If Client is subject to liquidated damages, then Client agrees to waive any potential claim against KCI for liquidated damages unless, pursuant to a final determination consistent with Section 20, DISPUTE RESOLUTION, KCI is found to be at least partially at fault, then KCI agrees to pay its proportionate share of liquidated damages.

If applicable to the Services, Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

16. INSURANCE

KCI maintains at least the following insurance: 1) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; 2) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over its employees providing the Services to the required statutory amount; 3) Automobile Liability Insurance with a combined single limit of two million dollars (\$2,000,000); and 4) Professional Liability Insurance in the amount of at least two million dollars (\$2,000,000). Certificates of insurance may be provided upon request.

17. CONFIDENTIALITY

The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential

Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement.

18. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt or, if applicable, fifteen (15) days after Client receives payment for the Services invoiced by KCI. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing this Agreement. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in Section 20, DISPUTE RESOLUTION. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute.

If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, KCI, at its discretion and as allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1.5%) per month, eighteen percent (18%) per annum; (2) stop all Services, provided Client is given three (3) business days prior written notice to cure; (3) withdraw all certifications and plans previously submitted; (4) assert a lien on the property; (5) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (6) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the KCI invoices. KCI shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

19. TERMINATION

Upon three (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

If Client has paid KCI in full pursuant to the terms of a termination for convenience, Client has the option within thirty (30) business days of the notice to terminate for convenience to request Services to resume provided KCI is given ten (10) business days written notice as to when Services shall resume and only after Client and KCI have agreed on the Services, schedule, and fee. If Client fails to resume the Services as provided herein, KCI shall have no obligation to resume the Services at any time thereafter.

If the termination for convenience is due to Client being terminated for convenience, then Client shall vigorously pursue on behalf of KCI the compensation due KCI. KCI agrees to cooperate fully in Client's efforts to pursue any claims allowed including providing any necessary documentation and cost records.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

20. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters ("Claims") in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. If after thirty (30) business days the Claim remains unresolved, then the parties agree to submit the Claim for confidential, non-binding mediation with both parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the parties. The parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission. Both parties agree that the choice of law shall be the laws of the State of the KCI office executing the Agreement, regardless of any other choice of law provisions.

If mediation fails to resolve the Claims within six (6) months, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in the County or City of the State of the KCI office executing the Agreement. Prior to the exercise of this right, the party seeking judicial relief shall provide the other party thirty (30) days' prior written notice before filing such judicial action.

21. CERTIFICATE OF MERIT

Either consistent with the applicable Certificate of Merit statute or pursuant to this Agreement, Client shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Client shall have first provided KCI with written certification executed by an independent engineer licensed in the State where the Services are being performed, specifying each and every act or omission that the certifier contends constitutes a violation of the standard of care consistent with Section 4, STANDARD OF CARE. Such certificate shall be provided thirty (30) days prior to the presentation of any such claim or the institution of any dispute resolution process pursuant to Section 20, DISPUTE RESOLUTION.

22. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based

on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

23. ASSIGNMENT, DELEGATION, AND SUBCONTRACT

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

24. THIRD PARTY BENEFICIARY

The parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

25. FORCE MAJEURE

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

26. NOTICES

All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the party's designated recipient at the following:

Client:
Name and Title
Address
Telephone Number
Email Address

KCI:
Name and Title
Address
Telephone Number
Email Address

Unless otherwise identified above, Client agrees that the person executing this contract will be the designated recipient.

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contract information from the above will not be effective until such time as written notice is provided to the other party in accordance with this Section 26.

27. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

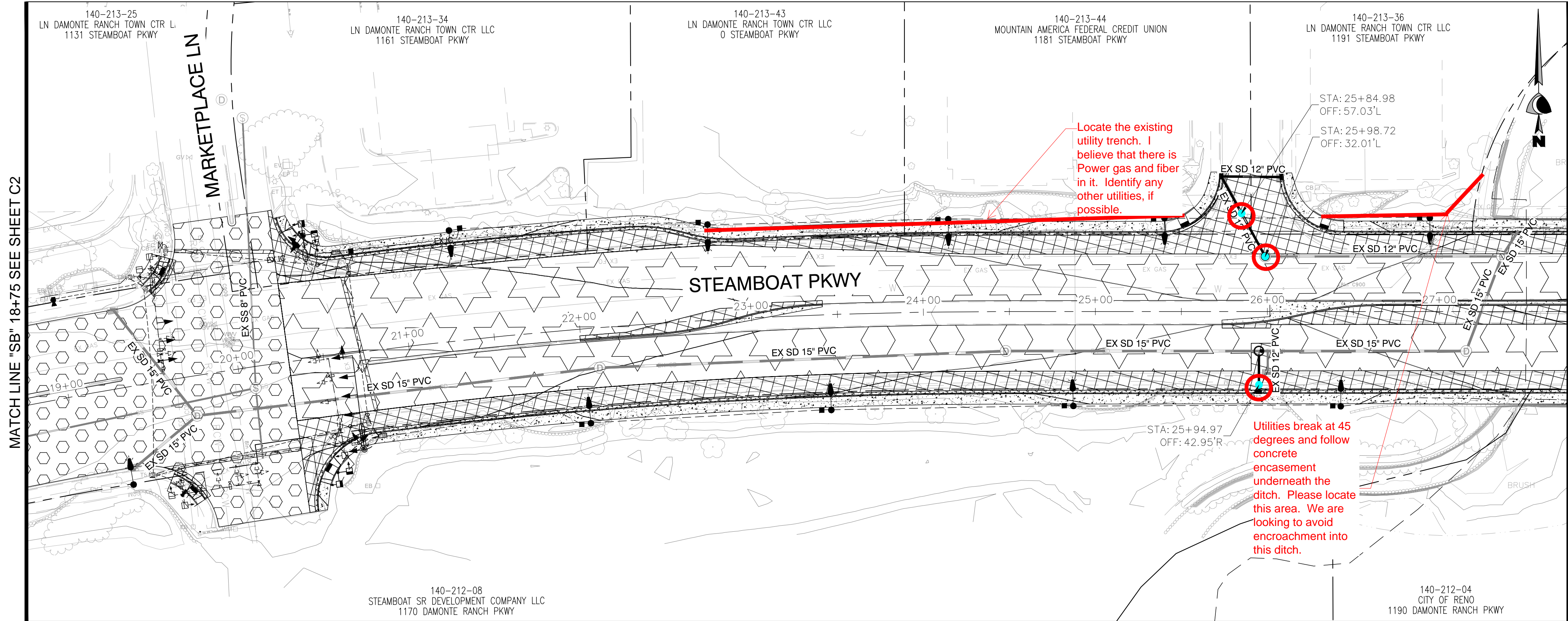
This Agreement shall be governed by the laws of the State of the KCI office executing the Agreement, regardless of its or any other choice of law provisions.

Both parties agree that KCI is an independent contractor.

The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

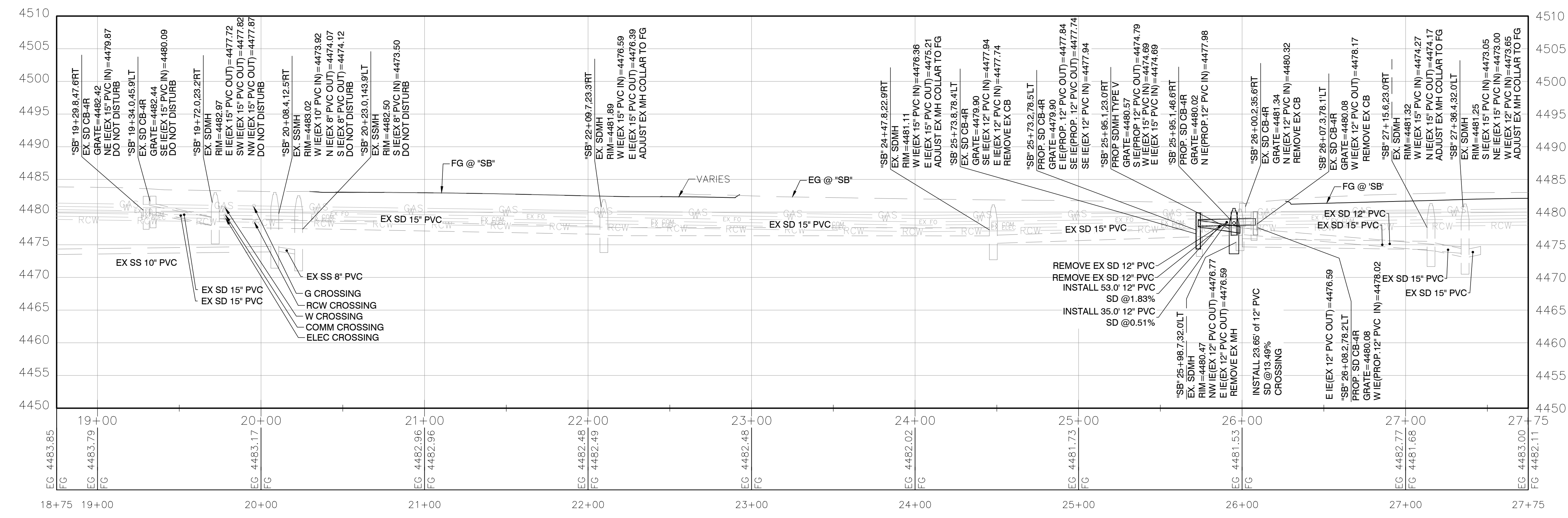
EXHIBIT B.1



**SHEET C3
ESTIMATED TOTALS**

ITEM	QTY
OVERLAY	47,816± SF
SLURRY	19,473 SF
SIDEWALK	8,607± SF
ISLAND PAVING	800± SF
BITUMINOUS PAVEMENT	799± SY
LONGITUDINAL VALLEY GUTTER	0± SF
VALLEY GUTTER	0± SF
TYPE 2 MEDIAN CURB	455± LF
RESIDENTIAL DRIVEWAY APRON	0± SF
C&G	1,574± LF
CONSTRUCT PEDESTRIAN RAMP (RAMP LENGTH AT TFC VARIES TO COMPLY WITH ADA MIN. SLOPE)	781± SF
REMOVABLE BOLLARD	0± EA
6" GROUTED RIP-RAP	0± SF

- NOTES**
- FOR STORM DRAIN DETAILS SEE DRAINAGE PLANS DR1-DR3.
 - FOR INFORMATION ON UTILITY RELOCATIONS AND ADJUSTMENTS, SEE UTILITY PLANS U1-U5.
 - FOR DETAILS ON LANDSCAPE AND IRRIGATION FACILITIES, SEE LANDSCAPE PLANS L1.0-L5.3.
 - ALL CITY OF RENO MANHOLES SHALL HAVE CITY OF RENO LOGO COVERS, CITY TO PROVIDE MANHOLE COVERS. CONTRACTOR TO POTHOLE AND VERIFY LOCATION AND DEPTH OF ALL STORM DRAIN MAINS AND LATERALS PRIOR TO CONSTRUCTION.
 - ALL NEW PIPES AND MANHOLES INSTALLED SHALL BE VIDEOED AFTER INSTALLATION AND PRIOR TO PAVING.
 - CATCH BASINS STATIONS, OFFSETS, AND ELEVATIONS TAKEN FROM CENTER OF GRATE. MANHOLES STATIONS, OFFSETS, AND ELEVATIONS TAKEN FROM CENTER OF RIM.

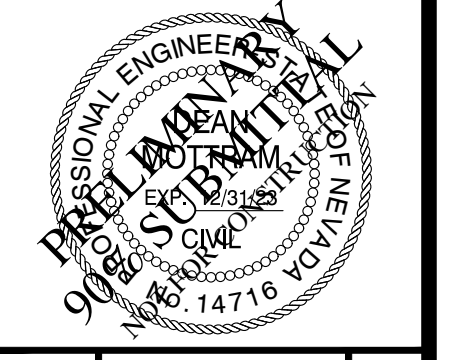


STEAMBOAT PARKWAY PROFILE VIEW
STA 18+75 TO STA 27+75
SCALE HORIZ: 1"=40' VERT: 1"=10'

811
Know what's below.
Call before you dig.

SCALE IN FEET

CA Group, Inc
CAVIOLA ANSON
1135 Terminal Way, Suite 106
Reno, NV 89502
PHONE: 775-393-2040



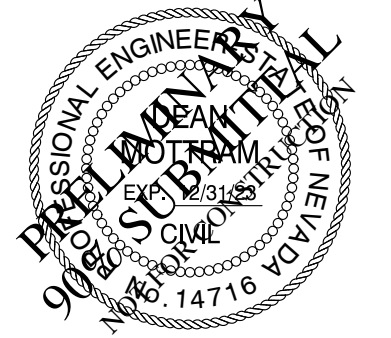
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
TE SPOT 11 - PACKAGE 3
(STEAMBOAT PARKWAY WIDENING) PROJECT
CONSTRUCTION PLANS
"SB" 18+75.00 TO "SB" 27+75.00
RENO-SPARKS WASHOE COUNTY NEVADA

NO.	REVISIONS DESCRIPTION	DATE	BY

SCALE: AS SHOWN
DESIGN: TH
DRAWN: TH
CHECKED: DM
APPROVED: DM
DATE: AUGUST 2022

SHEET C3
OF 43

C:\Users\trevorh\AppData\Local\Temp\AcPublish_23972\2239 CX Steamboat Potholes.dwg:trevorh: Sep 15, 2022 - 2:01pm

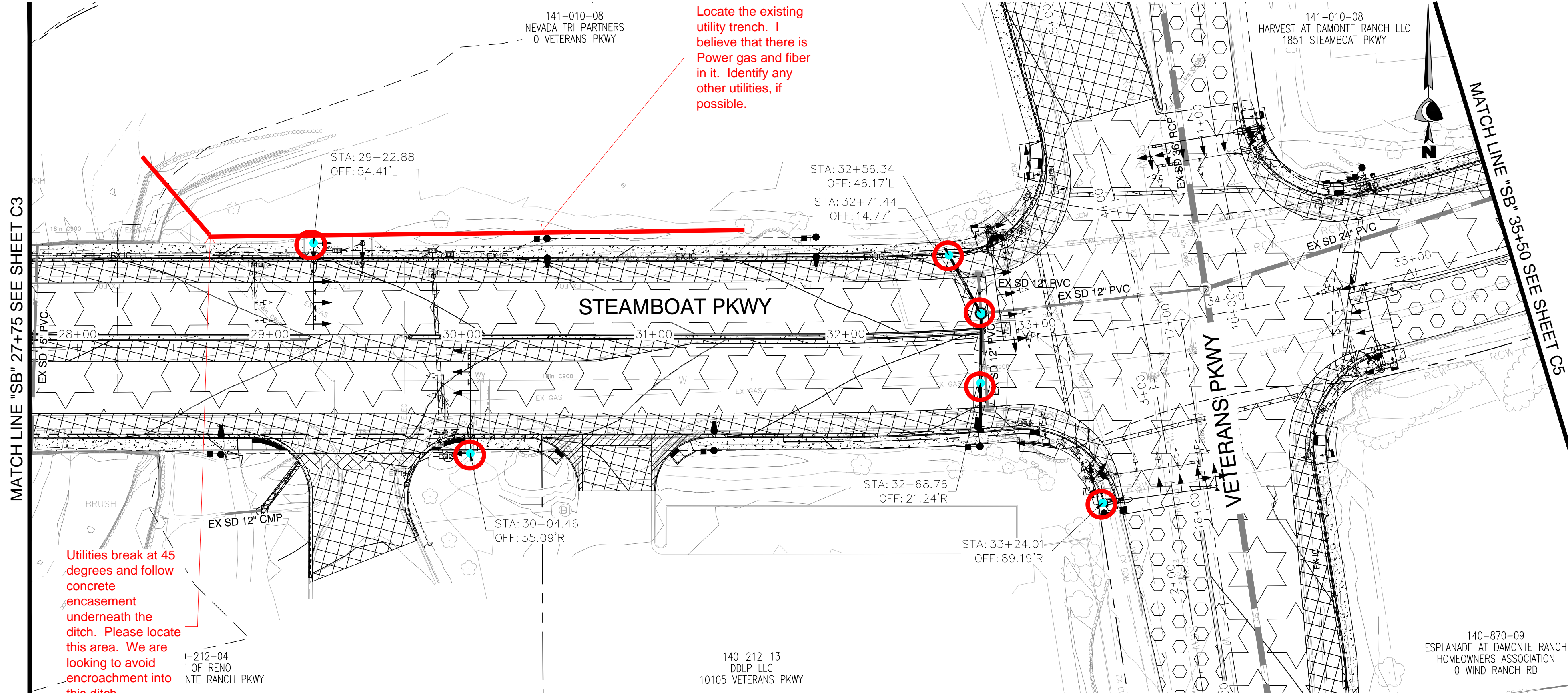


SHEET C4
ESTIMATED TOTALS

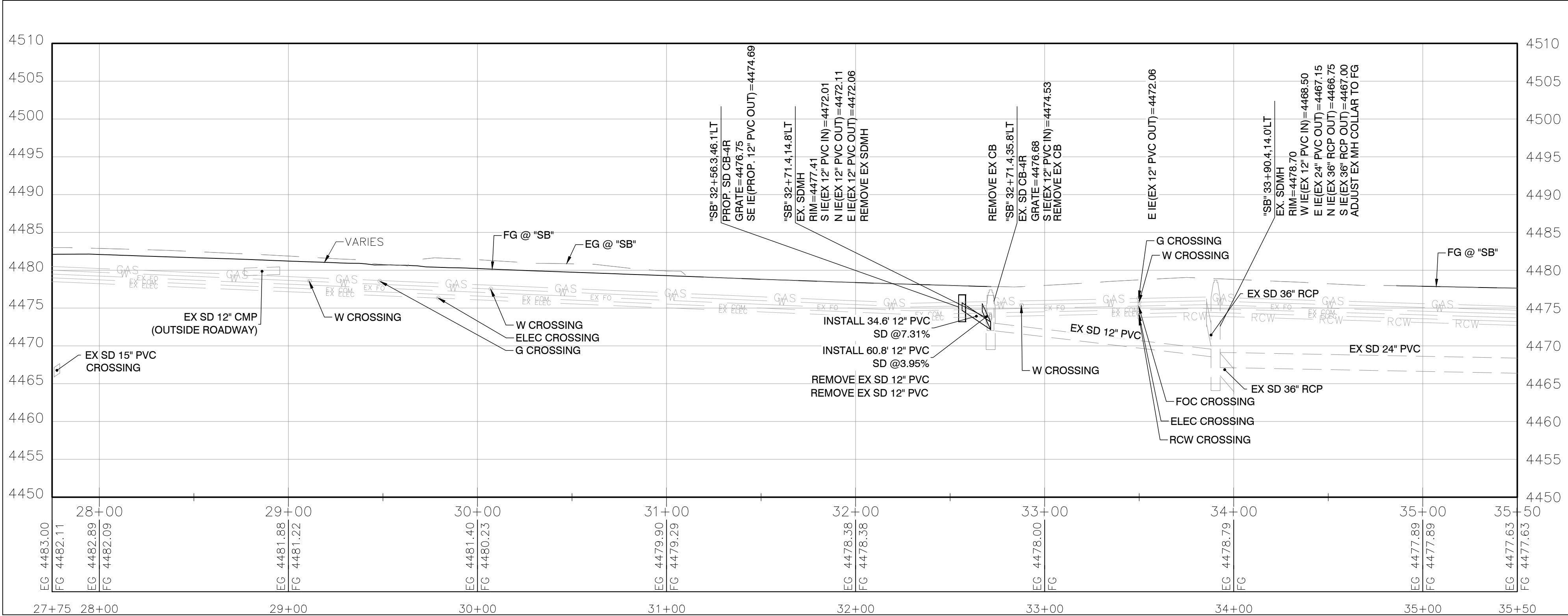
ITEM	QTY
OVERLAY	63,438± SF
SLURRY	1,937± SF
SIDEWALK	5,960± SF
ISLAND PAVING	779± SF
BITUMINOUS PAVEMENT	1,021.3± SY
LONGITUDINAL VALLEY GUTTER	473± SF
VALLEY GUTTER	769± SF
TYPE 2 MEDIAN CURB	899± LF
RESIDENTIAL DRIVEWAY APRON	0± SF
C&G	1,331± LF
CONSTRUCT PEDESTRIAN RAMP (RAMP LENGTH AT TFC VARIES TO COMPLY WITH ADA MIN. SLOPE)	1,236± SF
REMOVABLE BOLLARD	0± EA
6" GROUTED RIP-RAP	96± SF

NOTES

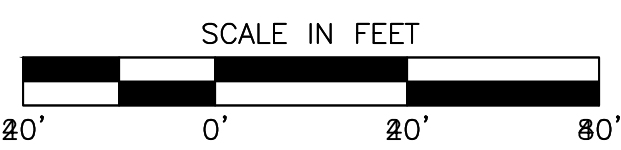
- FOR STORM DRAIN DETAILS SEE DRAINAGE PLANS DR1-DR3.
- FOR INFORMATION ON UTILITY RELOCATIONS AND ADJUSTMENTS, SEE UTILITY PLANS U1-U5.
- FOR DETAILS ON LANDSCAPE AND IRRIGATION FACILITIES, SEE LANDSCAPE PLANS L1.0-L5.3.
- ALL CITY OF RENO MANHOLES SHALL HAVE CITY OF RENO LOGO COVERS, CITY TO PROVIDE MANHOLE COVERS. CONTRACTOR TO POTHOLE AND VERIFY LOCATION AND DEPTH OF ALL STORM DRAIN MAINS AND LATERALS PRIOR TO CONSTRUCTION.
- ALL NEW PIPES AND MANHOLES INSTALLED SHALL BE VIDEOED AFTER INSTALLATION AND PRIOR TO PAVING.
- CATCH BASINS STATIONS, OFFSETS, AND ELEVATIONS TAKEN FROM CENTER OF GRATE. MANHOLES STATIONS, OFFSETS, AND ELEVATIONS TAKEN FROM CENTER OF RIM.



Utilities break at 45 degrees and follow concrete encasement underneath the ditch. Please locate this area. We are looking to avoid encroachment into this ditch.

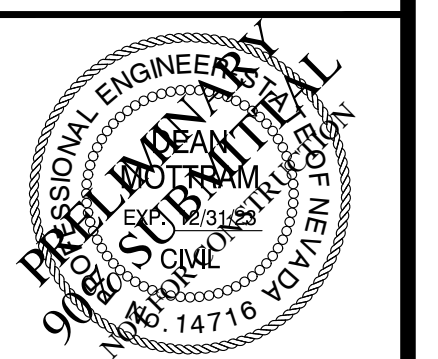


STEAMBOAT PARKWAY PROFILE VIEW
STA 27+75 TO STA 35+50
SCALE HORIZ: 1"=40' VERT: 1"=10'



SCALE: AS SHOWN
DESIGN: TH
DRAWN: TH
CHECKED: DM
APPROVED: DM
DATE: AUGUST 2022

SHEET C4
OF 43



REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
**TE SPOT 11 - PACKAGE 3
 (STEAMBOAT PARKWAY WIDENING) PROJECT
 CONSTRUCTION PLANS**
 "SB" 35+50.00 TO "SB" 40+75.00
 WASHOE COUNTY NEVADA
 RENO-SPARKS

SHEET C5
ESTIMATED TOTALS

ITEM	QTY
OVERLAY	6,384± SF
SLURRY	8,543± SF
SIDEWALK	1,025± SF
ISLAND PAVING	111± SF
BITUMINOUS PAVEMENT	78.8± SY
LONGITUDINAL VALLEY GUTTER	0± SF
VALLEY GUTTER	0± SF
TYPE 2 MEDIAN CURB	167± LF
RESIDENTIAL DRIVEWAY APRON	0± SF
C&G	172± LF
CONSTRUCT PEDESTRIAN RAMP (RAMP LENGTH AT TFC VARIES TO COMPLY WITH ADA MIN. SLOPE)	0± SF
REMOVABLE BOLLARD	0± EA
6" GROUTED RIP-RAP	0± SF

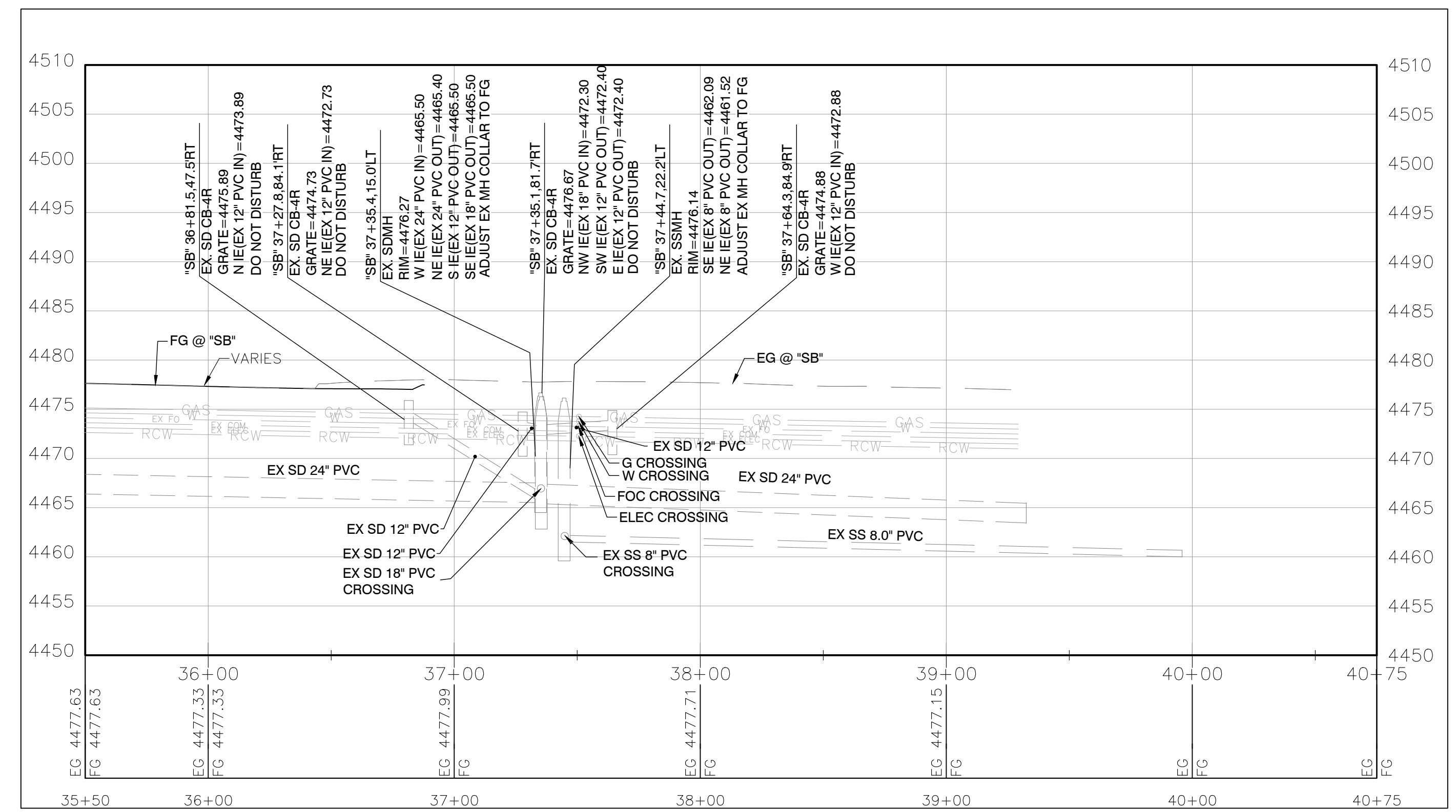
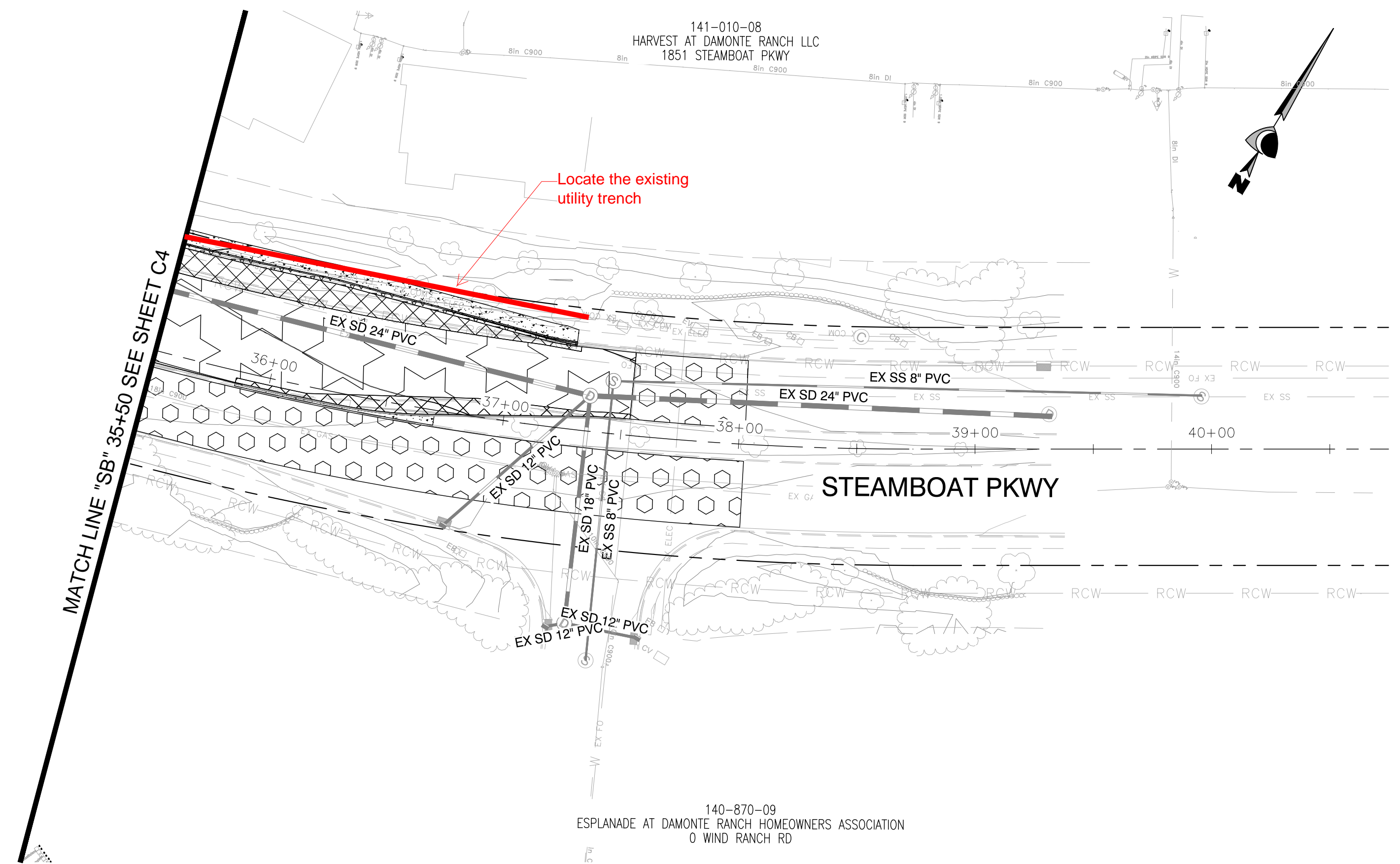
NOTES

- FOR STORM DRAIN DETAILS SEE DRAINAGE PLANS DR1-DR3.
- FOR INFORMATION ON UTILITY RELOCATIONS AND ADJUSTMENTS, SEE UTILITY PLANS U1-U5.
- FOR DETAILS ON LANDSCAPE AND IRRIGATION FACILITIES, SEE LANDSCAPE PLANS L1.0-L5.3.
- ALL CITY OF RENO MANHOLES SHALL HAVE CITY OF RENO LOGO COVERS, CITY TO PROVIDE MANHOLE COVERS. CONTRACTOR TO POTHOLE AND VERIFY LOCATION AND DEPTH OF ALL STORM DRAIN MAINS AND LATERALS PRIOR TO CONSTRUCTION.
- ALL NEW PIPES AND MANHOLES INSTALLED SHALL BE VIDEOED AFTER INSTALLATION AND PRIOR TO PAVING.
- CATCH BASINS STATIONS, OFFSETS, AND ELEVATIONS TAKEN FROM CENTER OF GRATE. MANHOLES STATIONS, OFFSETS, AND ELEVATIONS TAKEN FROM CENTER OF RIM.

NO.	REVISIONS DESCRIPTION	DATE	BY

SCALE: AS SHOWN
 DESIGN: TH
 DRAWN: TH
 CHECKED: DM
 APPROVED: DM
 DATE: AUGUST 2022

SHEET C5
OF 43



STEAMBOAT PARKWAY PROFILE VIEW

STA 35+50 TO STA 40+75
SCALE HORIZ: 1"=40' VERT: 1"=10'

C:\Users\trevorth\AppData\Local\Temp\AcPublish_23972\2239_CX_Steamboat_Potholes.dwg; trevorth; Sep 15, 2022 - 2:01pm

SHEET C6
ESTIMATED TOTALS

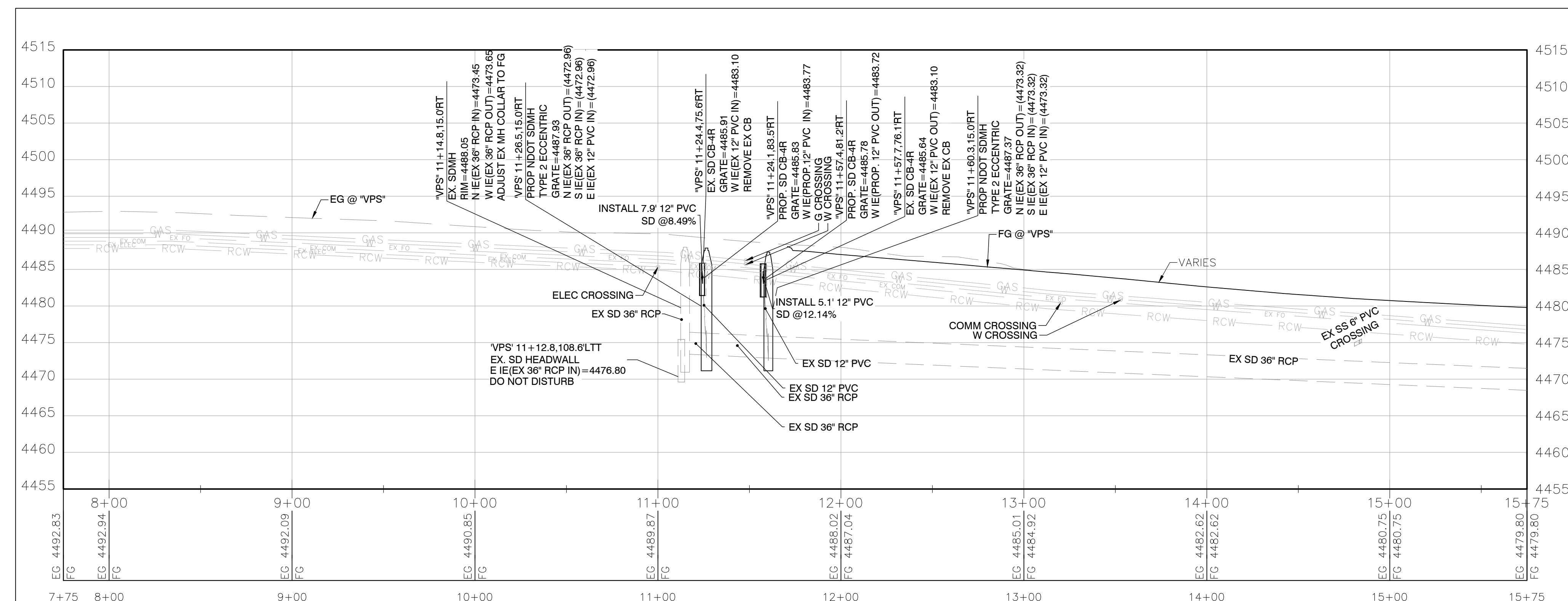
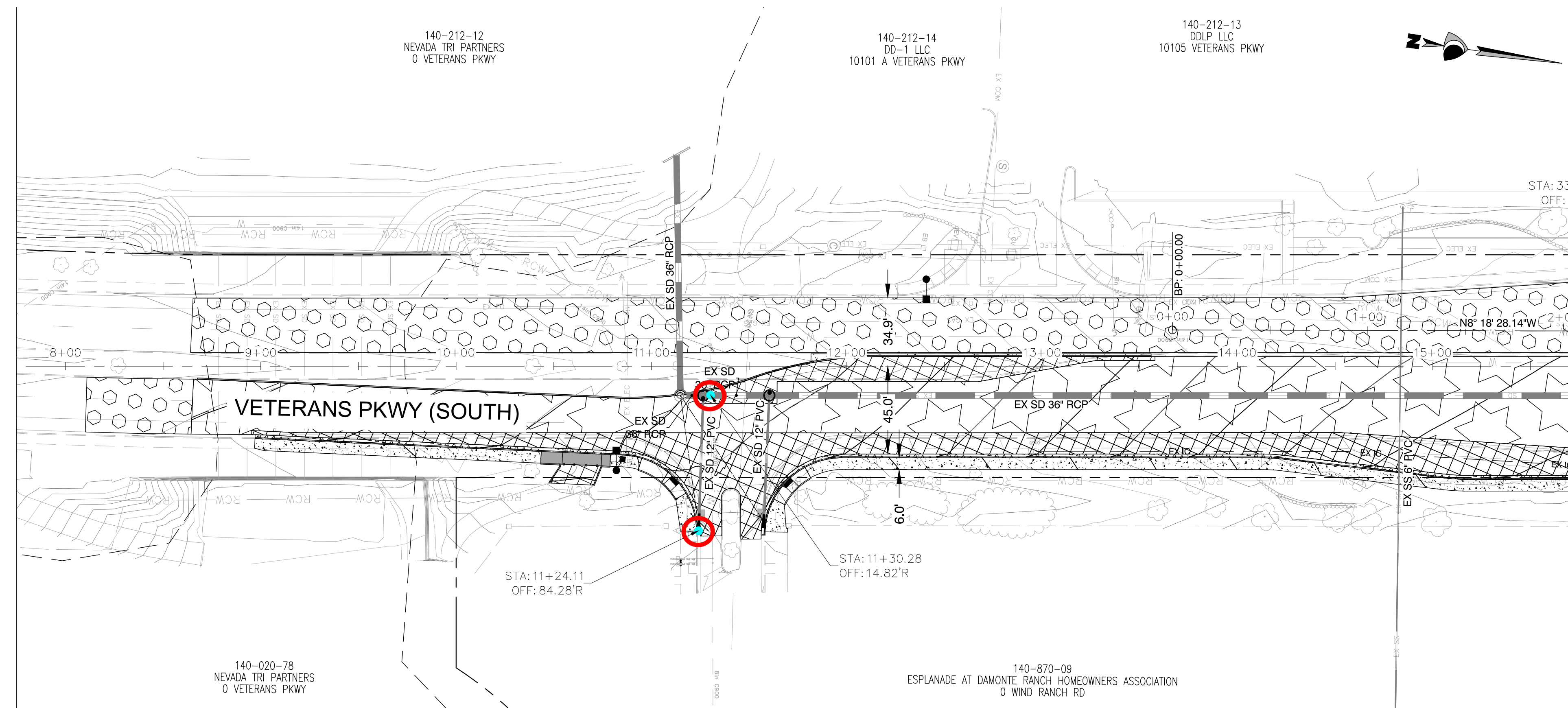
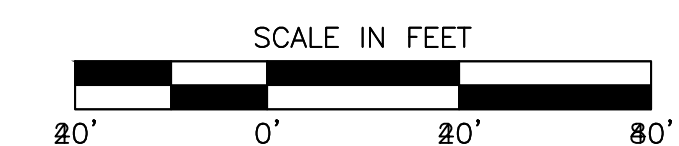
ITEM	QTY
OVERLAY	17,637± SF
SLURRY	21,828± SF
SIDEWALK	3,295± SF
ISLAND PAVING	170± SF
BITUMINOUS PAVEMENT	414.4 SY
LONGITUDINAL VALLEY GUTTER	0± SF
VALLEY GUTTER	0± SF
TYPE 2 MEDIAN CURB	493± LF
RESIDENTIAL DRIVEWAY APRON	231± SF
C&G	691± LF
CONSTRUCT PEDESTRIAN RAMP (RAMP LENGTH AT TFC VARIES TO COMPLY WITH ADA MIN. SLOPE)	314± SF
REMOVABLE BOLLARD	4± EA
6" GROUTED RIP-RAP	0± SF

NOTES

- FOR STORM DRAIN DETAILS SEE DRAINAGE PLANS DR1-DR3.
- FOR INFORMATION ON UTILITY RELOCATIONS AND ADJUSTMENTS, SEE UTILITY PLANS U1-U5.
- FOR DETAILS ON LANDSCAPE AND IRRIGATION FACILITIES, SEE LANDSCAPE PLANS L1.0-L5.3.
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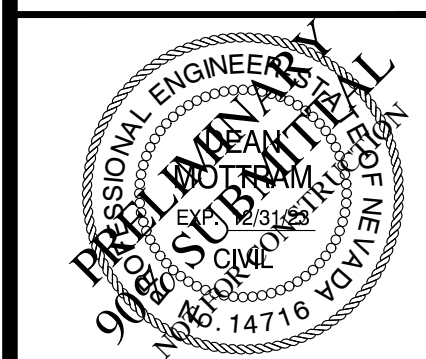
Know what's below.
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VETERANS PARKWAY (SOUTH) PROFILE VIEW
STA 7+75 TO STA 15+75
SCALE HORIZ: 1"=40' VERT: 1"=10'



1135 Terminal Way, Suite 106
Reno, NV 89502
PHONE: 775-393-2040



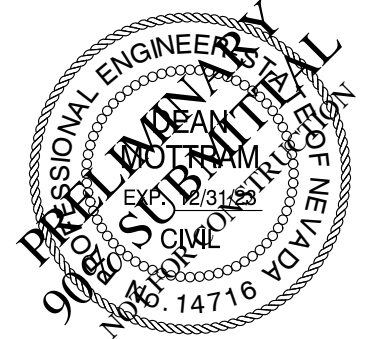
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
TE SPOT 11 - PACKAGE 3
(STEAMBOAT PARKWAY WIDENING) PROJECT
CONSTRUCTION PLANS
"VPS" 7+75.00 TO "VPS" 15+75.00
RENO-SPARKS WASHOE COUNTY NEVADA

NO.	REVISIONS	DESCRIPTION	DATE	BY

SCALE: AS SHOWN
DESIGN: TH
DRAWN: TH
CHECKED: DM
APPROVED: DM

DATE: AUGUST 2022

SHEET C6
OF 43



REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
TE SPOT 11 - PACKAGE 3
(STEAMBOAT PARKWAY WIDENING) PROJECT
CONSTRUCTION PLANS
"VPS" 15+75.00 TO "VPW" 10+50.00
RENO-SPARKS WASHOE COUNTY NEVADA

SHEET C7
ESTIMATED TOTALS

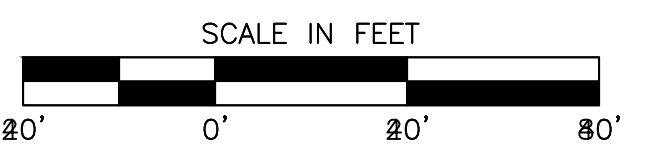
ITEM	QTY
OVERLAY	0± SF
SLURRY	20,828± SF
SIDEWALK	3,295± SF
ISLAND PAVING	0± SF
BITUMINOUS PAVEMENT	1,033.6± SY
LONGITUDINAL VALLEY GUTTER	0± SF
VALLEY GUTTER	0± SF
TYPE 2 MEDIAN CURB	246± LF
RESIDENTIAL DRIVEWAY APRON	0± SF
C&G	1,029± LF
CONSTRUCT PEDESTRIAN RAMP (RAMP LENGTH AT TFC VARIES TO COMPLY WITH ADA MIN. SLOPE)	271± SF
REMOVABLE BOLLARD	0± EA
6" GROUTED RIP-RAP	701± SF

NOTES

- FOR STORM DRAIN DETAILS SEE DRAINAGE PLANS DR1-DR3.
- FOR INFORMATION ON UTILITY RELOCATIONS AND ADJUSTMENTS, SEE UTILITY PLANS U1-U5.
- FOR DETAILS ON LANDSCAPE AND IRRIGATION FACILITIES, SEE LANDSCAPE PLANS L1.0-L5.3.
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- CATCH BASINS STATIONS, OFFSETS, AND ELEVATIONS TAKEN FROM CENTER OF GRATE. MANHOLES STATIONS, OFFSETS, AND ELEVATIONS TAKEN FROM RIM.

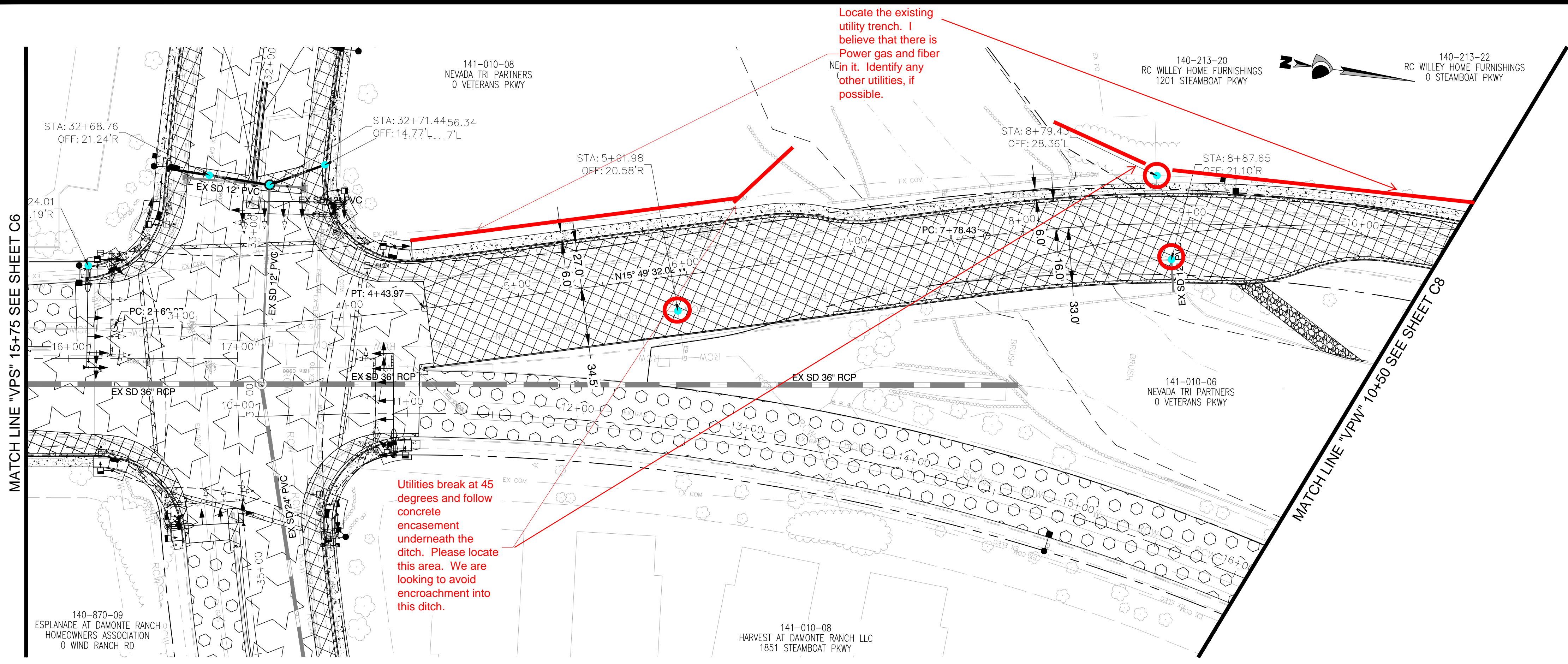


Know what's below.
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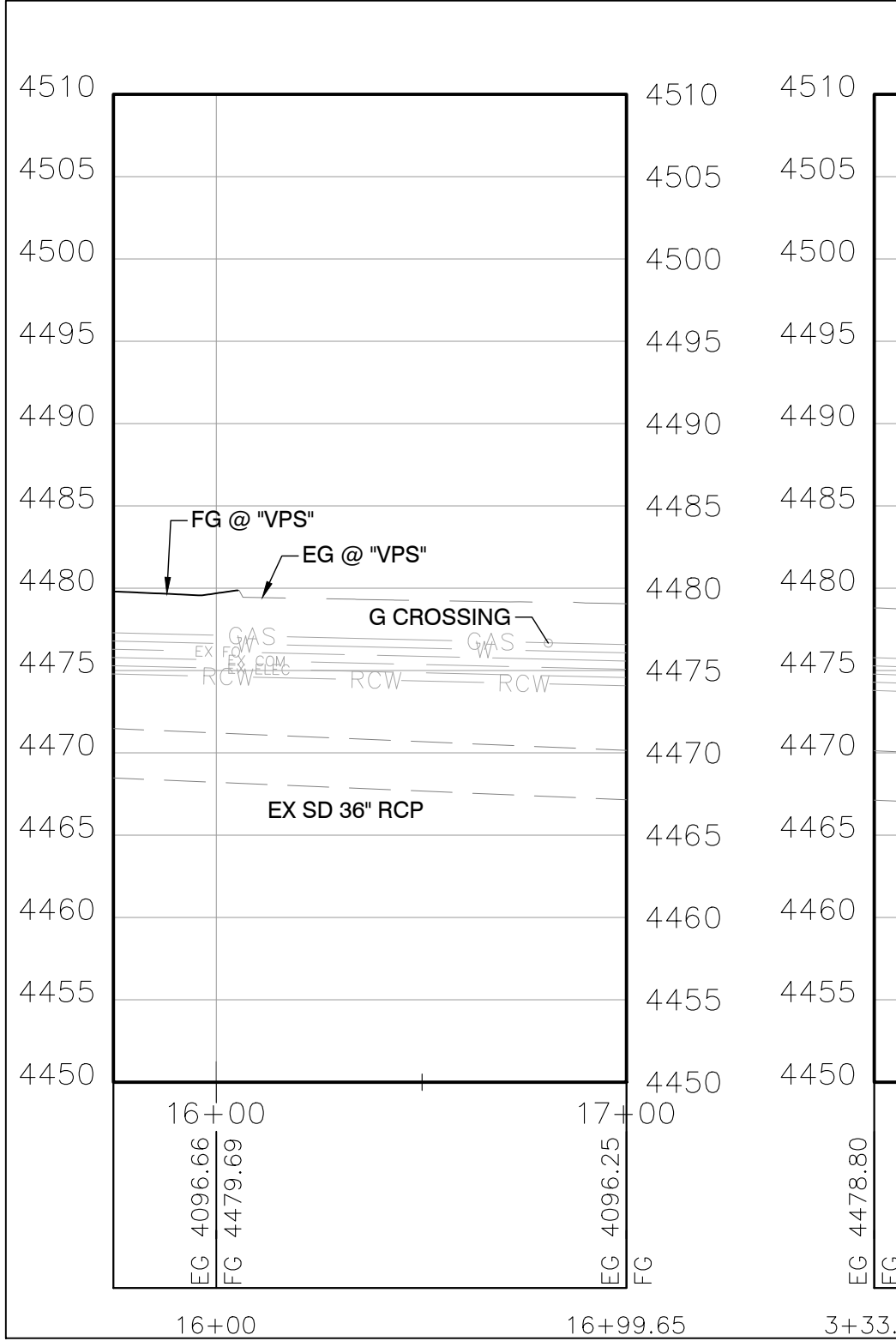
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DESIGN: TH
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CHECKED: DM
APPROVED: DM
DATE: AUGUST 2022

SHEET C7
OF 43

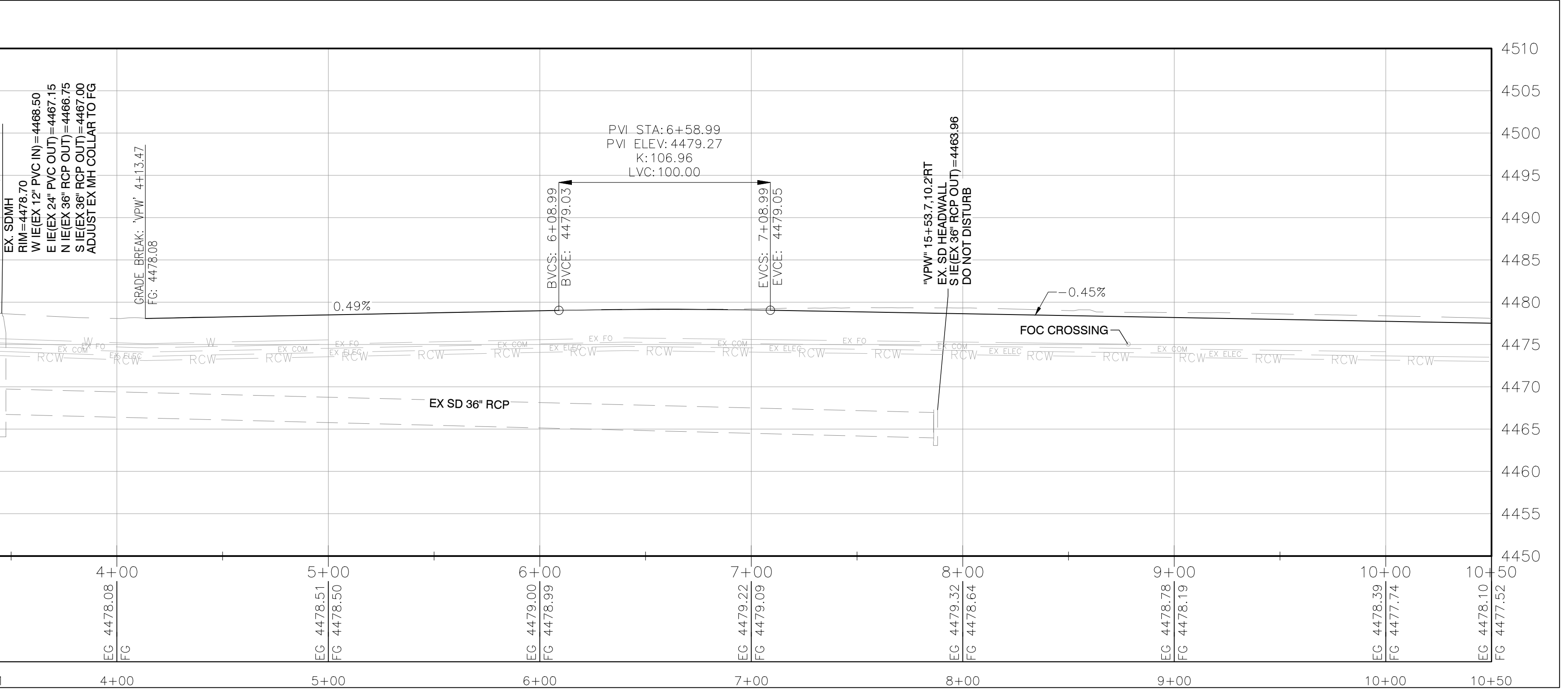


Locate the existing utility trench. I believe that there is Power gas and fiber in it. Identify any other utilities, if possible.

Utilities break at 45 degrees and follow concrete encasement underneath the ditch. Please locate this area. We are looking to avoid encroachment into this ditch.



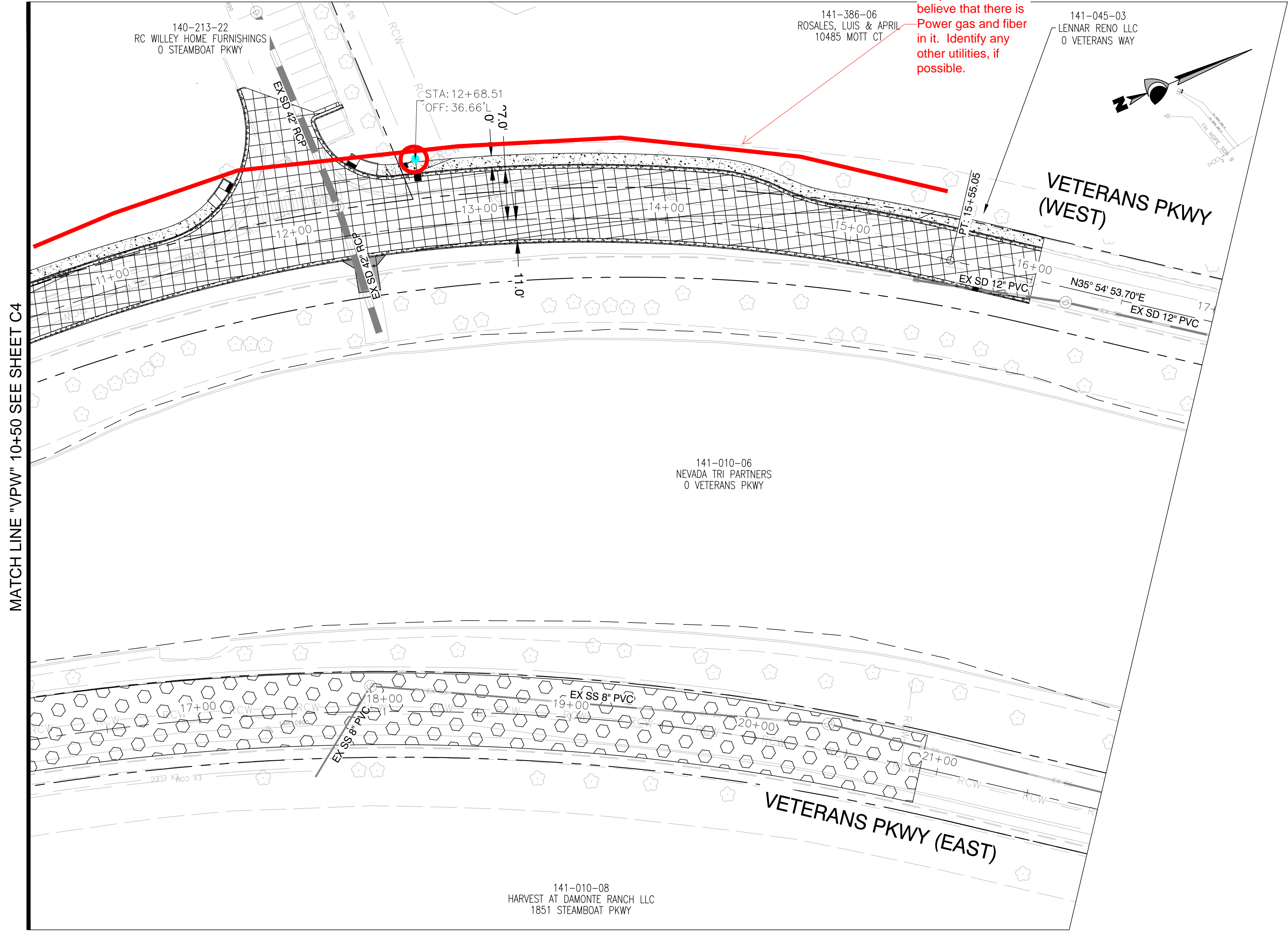
VETERANS PARKWAY (SOUTH) PROFILE VIEW
STA 15+75 TO STA 17+00
SCALE HORIZ: 1"=40' VERT: 1"=10'



VETERANS PARKWAY (WEST) PROFILE VIEW
STA 10+00 TO STA 17+00
SCALE HORIZ: 1"=40' VERT: 1"=10'

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Locate the existing utility trench. I believe that there is Power gas and fiber in it. Identify any other utilities, if possible.

SHEET C8
ESTIMATED TOTALS

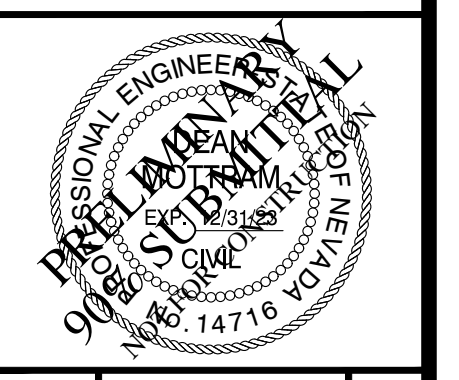
ITEM	QTY
OVERLAY	0± SF
SLURRY	18,532± SF
SIDEWALK	2,832± SF
ISLAND PAVING	0± SF
BITUMINOUS PAVEMENT	768.5± SY
LONGITUDINAL VALLEY GUTTER	0± SF
VALLEY GUTTER	0± SF
TYPE 2 MEDIAN CURB	0± SF
RESIDENTIAL DRIVEWAY APRON	246± SF
C&G	1,160± LF
CONSTRUCT PEDESTRIAN RAMP (RAMP LENGTH AT TFC VARIES TO COMPLY WITH ADA MIN. SLOPE)	210± SF
REMOVABLE BOLLARD	3± EA
6" GROUTED RIP-RAP	0± SF

NOTES

- FOR STORM DRAIN DETAILS SEE DRAINAGE PLANS DR1-DR3.
- FOR INFORMATION ON UTILITY RELOCATIONS AND ADJUSTMENTS, SEE UTILITY PLANS U1-U5.
- FOR DETAILS ON LANDSCAPE AND IRRIGATION FACILITIES, SEE LANDSCAPE PLANS L1.0-L5.3.
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CA Group, Inc
CAVIOLA ANSON

1135 Terminal Way, Suite 106
Reno, NV 89502
PHONE: 775-393-2040



REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

TE SPOT 11 - PACKAGE 3
(STEAMBOAT PARKWAY WIDENING) PROJECT
CONSTRUCTION PLANS

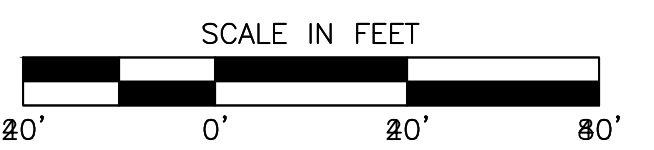
"VPW" 10+50.00 TO "VPW" 17+00.00

RENO-SPARKS WASHOE COUNTY NEVADA

NO.	REVISIONS DESCRIPTION	DATE	BY



Know what's below.
Call before you dig.



SCALE: AS SHOWN
DESIGN: TH
DRAWN: TH
CHECKED: DM
APPROVED: DM

DATE: AUGUST 2022

SHEET C8
OF 43

EXHIBIT B.2

Number	Alignment	Station	Offset	Side	# of Potholes	Reason
1	"SB"	25+85.0	57.0'	LT	2	Proposed Storm drain crossing -main utility trench
2	"SB"	25+95.0	43.0'	RT	1	Proposed Storm drain crossing -communication
3	"SB"	25+98.7	32.0'	LT	2	Proposed Storm drain mh -fiber, gas
4	"SB"	29+22.9	54.4'	LT	1	Proposed traffic pole at Fire Department N - main utility trench
5	"SB"	30+04.5	55.1'	RT	1	Proposed traffic pole at Fire Department S - water
6	"SB"	32+56.3	46.2'	RT	2	Proposed Storm Catch Basin -main utility trench
7	"SB"	32+68.7	21.2'	RT	1	Proposed Storm drain crossing -gas
8	"SB"	32+71.4	14.8'	LT	1	Proposed Storm drain mh crossing -fiber, communication
9	"SB"	33+24.0	89.2'	RT	1	Proposed traffic pole at Veterans SW Quadrant - fiber
10	"VPS"	11+24.11	84.3'	RT	1	Proposed Storm Catch Basin -water
11	"VPS"	11+30.3	14.8'	RT	1	Proposed Storm MH -water
12	"VPW"	5+92.0	20.6'	RT	1	NVE trench - reclaimed water
13	"VPW"	8+79.4	28.4'	LT	1	NVE trench - fiber
14	"VPW"	8+87.7	21.1'	RT	1	Removal Storm drain - Reclaimed water
15	"VPW"	12+68.5	36.7'	LT	1	Relocate light pole - utility trench

February 7, 2023

Andrew Jayankura, P.E., PTOE, RSP
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

RE: TE Spot 11 - Package 3 (Steamboat Parkway Improvement) Project
Task Fee Reallocation

Dear Mr. Jayankura,

The CA Group would like to request a fee increase in the design of the subject project for an amount of \$262,338. Due to the complex nature of the utilities and the landscaping, coordination with these disciplines has increased the number of hours worked to get the project to the final design. The CA Group is now coordinating trench designs with NV Energy, Charter, AT&T and Verizon to convey the utility redesigns in the project plan set. The location of existing utilities is more than originally scoped. The initial 10 potholes are now 15 potholes with additional identification and location of trenches and underground tie points. The number of parcels for the legal descriptions and title reports has also increase from 15 to 20. The legals had several revisions due to property owner negotiations and coordination with the utilities. The complexity of the plans has also increased the number of grading and special detail sheets. CA Group also performed traffic analysis work at the Steamboat/Marketplace intersection.

The number of estimated working days for the contract has increased from 160 to 187. The construction administration and inspection hours increased accordingly.

Please see the enclosed scope and fee documents that substantiate the requested additional funds. The CA Group requests that the optional services for the design contingency sub tasks for design be approved for the reallocation.

The table on the following page details the increase in fee:

Task No.	Task Description	Original Budget	Amended Budget
2.1.A	Project Management	\$ 54,520.00	\$ 85,180.00
2.1.B	Investigation of Existing Conditions	\$ 126,540.00	\$ 188,263.00
2.1.C	Preliminary Design	\$ 252,890.00	\$ 254,210.00
2.1.D	Final Design	\$ 134,310.00	\$ 220,045.00
2.1.E	Design Contingency	\$ 25,000.00	\$ -
2.1.F	Bidding Services	\$ 6,260.00	\$ 6,260.00
2.1.G	Construction Support Services (OPTIONAL)	\$ 100,540.00	\$ 150,390.00
2.1.H	Construction Surveying (OPTIONAL)	\$ 70,000.00	\$ 70,000.00
2.1.I	Inspection (OPTIONAL)	\$ 232,440.00	\$ 290,490.00
2.1.J	Materials Testing (OPTIONAL)	\$ 30,975.00	\$ 30,975.00
2.1.K	As-Built Information (OPTIONAL)	\$ 6,770.00	\$ 6,770.00
2.1.L	Construction Contingency (OPTIONAL)	\$ 79,045.00	\$ 79,045.00
	Design Total (2.1.A – 2.1.F)	\$ 599,520.00	\$ 753,958.00
	Const. Total (2.1.G – 2.1.L)	\$ 519,770.00	\$ 627,670.00
	Grand Total	\$ 1,119,290.00	\$ 1,381,628.00

If you have any questions, please reach out to me at 775-393-2047 or at dean.mottram@c-agroup.com.

Sincerely,



Dean Mottram, PE
Project Manager

Encl.
CA Group Scope of Services document
CA Group Fee document
Lumos Scope and Fee document
KCI Scope and Fee document



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.4.3

To: Regional Transportation Commission

From: Maria Paz Fernandez, Engineer II

SUBJECT: Contract with Nichols Consulting Engineers, CHTD (NCE) related to the Pembroke Drive Capacity and Safety Project

RECOMMENDED ACTION

Approve a contract with Nichols Consulting Engineers, CHTD (NCE) for design and engineering during construction services related to the Pembroke Drive Capacity and Safety Project, in an amount not-to-exceed \$1,747,265.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD (NCE) is for professional design services for the Pembroke Drive Capacity and Safety Project in the amount of \$931,635 and optional engineering during construction services (EDC) in the amount of \$815,630.

This project will widen Pembroke Drive from two (2) to four (4) lanes between South McCarran Boulevard and Veterans Parkway. Veterans Parkway is City of Reno right-of-way and the S. McCarran Boulevard intersection is Nevada Department of Transportation (NDOT) right-of-way. Anticipated improvements include roadway widening, multi-use path, bike lanes, medians, driveways, pedestrian ramps, overhead utility undergrounding, building utility conversions, street and pedestrian lighting, flood mitigation channel, drainage improvements including minor curb and gutter and storm drain pipe, utility adjustments, and traffic loop replacements.

NCE was selected from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. The complete scope of services is included in Attachment A.

FISCAL IMPACT

Appropriations for this project are included in the FY 2023 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC has selected Nichols Consulting Engineers from the RTC Design and Construction shortlist to perform design and engineering during construction services in connection with the Pembroke Drive Capacity and Safety 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, 2027, 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 Request For Approach (RFA). Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 2.1A-C and 2.1E-H)	\$856,635.00
Optional Services (Task 2.1D, 2.1I and 2.1L-Q)	\$815,630.00
<u>Design Contingency 2.1K</u>	<u>\$75,000.00</u>
Total Not-to-Exceed Amount	\$1,747,265.00

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

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

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: Angela Hueftle
Principal Engineer
NCE
1885 S. Arlington Ave., Suite 111
Reno, NV 89509
(775) 329-4955

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

By: _____
Margot Yapp, PE, President

Exhibit A

Scope of Services

EXHIBIT A
SCOPE OF SERVICES
FOR THE
PEMBROKE DRIVE CAPACITY AND SAFETY PROJECT

2.1. **SCOPE OF SERVICES**

CONSULTANT will provide engineering services for the Pembroke Drive Capacity and Safety Project. The project limits include Pembroke Drive between South McCarran Boulevard and Veterans Parkway. Pavement reconstruction may extend into the outer limits of the S. McCarran Blvd. intersection to the existing joint and to the newly constructed improvements west of Veterans Parkway. Veterans Parkway is City of Reno right-of-way and the S. McCarran Blvd. intersection is Nevada Department of Transportation (NDOT) right-of-way. Anticipated improvements include roadway widening, multi-use path, bike lanes, medians, driveways, pedestrian ramps, overhead utility undergrounding, building utility conversions, street and pedestrian lighting, flood mitigation channel, drainage improvements including minor curb and gutter and storm drain pipe, utility adjustments, and traffic loop replacements. The scope of services will consist of the following tasks:

2.1.A. Project Management

1. Team and Project Management
 - a. CONSULTANT'S Project Manager will serve as RTC's single point of contact on the contract and will have primary responsibility for coordinating the efforts of the project team and subconsultants. Specific project management tasks to be conducted by CONSULTANT'S Project Manager include monthly budgeting, invoicing, scheduling, subconsultant invoicing, and general project administration. It is assumed the project design and permitting duration will be 24 months.
2. Project Coordination
 - a. CONSULTANT'S Project Manager will keep the RTC Project Manager well informed of progress with bi-weekly informal briefings via email or phone call. CONSULTANT'S Project Manager will participate in 30%, 60% and 90% design review meetings.

2.1.B. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. Not applicable.
2. Visual Condition Assessment.

- a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include cracking, potholes, rutting, and raveling.
 - b. CONSULTANT will evaluate existing concrete improvements (medians, sidewalk, curb and gutter, and driveway approaches) based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards.
3. Traffic Data.
- a. Traffic data is needed to estimate future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design.. CONSULTANT will conduct 5-day pneumatic vehicle volume and classification counts on Pembroke Drive as part of Task 2.1.F.2 Traffic Analysis.
4. Geotechnical Investigation.
- a. CONSULTANT will complete a geotechnical investigation including literature review and field reconnaissance, subsurface exploration utilizing vertical test borings and asphalt cores, laboratory testing, laboratory mix design to determine required lime, cement, or both lime/cement content for roadbed modification, and engineering analyses to allow formulation of recommendations for design and construction of the project.

Information from the visual condition assessment will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC. USA Dig will be contacted prior to starting coring/boring. The subsurface field exploration will consist of drilling six (6) vertical test borings with a 4-inch diameter solid stem auger to depths of 12.5 feet below the existing ground surface and six (6) vertical test borings with a 12-inch diameter solid stem auger to depths of 5 feet below the existing ground surface, using a truck mounted drill rig. To further define the thickness of the existing structural section, up to six (6) pavement cores will be collected using a hand coring rig with an 8 to 12-inch diameter core barrel. The underlying base will be excavated, measured, and sampled to a depth of up to 20-inches below top of pavement. CONSULTANT will obtain a no-cost encroachment permit from the City of Reno for coring/soil sampling. Traffic control (lane closure) will be provided.

The primary objective of the exploration will be to establish pavement layer thicknesses, determine cracking depth, if stripping

is present, the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. Representative samples of the subgrade soils encountered will be used for the following laboratory testing: soil classification, mercury and sulfate content, PI, moisture, gradation, and R-values. Per the 2021 RTC Structural Design Guide for Flexible Pavements, two (2) R-value tests will be conducted per sampling location. If the two (2) tests (at a location) do not fall within the ASTM D2844 precision statement, an additional R-value test will be conducted. Laboratory testing will include up to three (3) moisture density curve, grain size distribution, and plasticity; up to nine (9) R-value tests; and up to twelve (12) mercury content determinations. The results of the field investigation and associated laboratory testing and design and construction recommendations will be summarized in a written report.

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

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

7. Conduct Life-Cycle Cost Analysis. (Not Applicable)
8. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project.
9. Utility Investigation and Coordination.
 - a. Initial Utility Investigation: CONSULTANT will investigate all overhead and subsurface utilities within the roadway right-of-way and adjacent areas that may be affected by the project in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data,

Quality Level C. CONSULTANT will contact each utility owner within the project area to request mapping. Utility company drawings will be utilized in conjunction with the survey field information to map overhead and underground infrastructure. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.F, Preliminary Design.

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

CONSULTANT will identify the existing utility poles that conflict with the proposed improvements and provide NV Energy and other overhead utilities an exhibit identifying the poles to be removed and the preferred roadway alternative. CONSULTANT will coordinate with NV Energy and the other overhead utilities to obtain their undergrounding design for use in the project design. CONSULTANT will incorporate the overhead to underground design into the plans, specifications, and estimate in Tasks 2.1.F Preliminary Design and 2.1.H Final Design. CONSULTANT will coordinate with NV Energy and other impacted utilities to discuss the proposed improvements, conflicts, relocation design, schedule, funding, and estimated cost.

Monthly utility coordination meetings will be held with the RTC and affected utility companies. CONSULTANT will coordinate the meetings with the RTC Project Manager, prepare meeting agendas, and provide meeting summaries following the meeting. It is assumed ten (10) utility coordination meetings will be held.

CONSULTANT will distribute design review submittals (30%, 60%, 90%, and 100%) to utility agencies for review and comment and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

- c. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall request approval from RTC to pothole a sufficient number of locations to make such a determination, as part of Task 2.1K, Design Contingency.
10. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.B (with the exception of the utility investigation task) shall be submitted by report with backup documentation. The pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

2.1.C. Topographic Mapping

1. Topographic Survey. CONSULTANT will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum with the combination factor of 1.000197939 and the Reno Vertical Control System based on North American Vertical Datum (NAVD 88) vertical datum. CONSULTANT will utilize the survey control network to conduct a topographic survey within the Pembroke Drive roadway right-of-way from McCarran Boulevard to Veterans Parkway, 50' into adjoining streets at intersections, and 80' beyond the northerly right-of-way boundary from approximately 800' east of McCarran Boulevard to Veterans Parkway. The survey will consist of gathering survey data associated with ground topography and drainage features, existing property corners encountered, roadway centerline monuments, trees in excess of 6" in diameter, existing roadway and site improvements, roadway striping, evidence of existing utilities, storm drain and sanitary sewer dips, planometrics (buildings, fences, signs, power poles, etc.) and any other pertinent physical features as determined applicable.

CONSULTANT will obtain current Washoe County's GIS boundary shape files relative to the right-of-way and the boundaries of the parcels which adjoin the roadway. The record right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included in this task. CONSULTANT will utilize the data gathered during the topographic survey in conjunction with the GIS level boundary base map to prepare a digital base map for the project site.

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

1. Preliminary Title Reports. CONSULTANT will obtain up to ten (10) preliminary title reports including exceptions and updates. CONSULTANT will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title reports are

correct and functioning. CONSULTANT will coordinate necessary revisions to the preliminary title reports with the title company. CONSULTANT will deliver the electronic preliminary title reports to RTC. CONSULTANT assumes one update to each of the ten (10) title reports will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated title reports to RTC.

2. Boundary Survey, Legal Descriptions, and Permission to Construct. It is estimated that six (6) permanent easements, six (6) temporary construction easements, and four (4) public utility easements on ten properties will be required for construction of roadway and utility improvements. CONSULTANT will review title reports for an estimated ten (10) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will utilize County records to obtain deeds and other record data for the parcels to be surveyed. CONSULTANT will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

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

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

CONSULTANT will utilize the boundary base map to prepare up to sixteen (16) legal descriptions and exhibit figures.

CONSULTANT will prepare up to eighteen (18) permission to construct exhibits for driveway and overhead to underground service conversions.

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

3. Right-of-Way Setting. CONSULTANT will participate in a meeting to set the right-of-way requirements for the project. CONSULTANT will prepare a meeting agenda and meeting summary. CONSULTANT will prepare a right-of-way summary that identifies all easements necessary to construct the project including acquisitions, partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct. The summary will include APN, property owner, address, easement type, easement size, and easement purpose. The

summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

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

Deliverables:

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

2.1.E. Public Outreach

1. Public Information Meeting. CONSULTANT will prepare applicable exhibits for two (2) public information meetings. A virtual presentation will be made by RTC to properties adjacent to the project work zone to discuss project improvements, limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will also participate in two (2) pre public information meetings with RTC staff to discuss and review exhibits, topics, and appropriate responses to questions. CONSULTANT will provide RTC with all publicly viewed information, two weeks prior to their public release for review and comment.

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

Deliverables:

1. Public information meeting exhibits
2. One-on-One Meetings with Community Stakeholders. CONSULTANT will be available for one-on-one briefings/meetings with and presentations to community stakeholders as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to four (4) one-on-one presentations and/or meetings during this project. CONSULTANT will provide meeting minutes as directed by RTC.

Deliverables:

1. Community stakeholder meeting exhibits and summaries

2.1.F. Preliminary Design

1. Alternatives Development. CONSULTANT will develop up to three (3) roadway cross-section alternatives including travel lanes, turn lanes, medians, bicycle and pedestrian improvements, shoulders, joint trench location, street and pedestrian lighting, and drainage improvements for review and approval by the RTC and the City. CONSULTANT will evaluate reducing the section width and realigning the roadway to minimize impacts to the 2 parcels on the north side of Pembroke, just east of McCarran Blvd. CONSULTANT will summarize the key features, benefits, constraints, impacts, and costs in a memorandum and submit to RTC and the City. CONSULTANT will schedule and attend one (1) meeting with the RTC and City to present and discuss the alternatives.

Deliverables:

1. Three cross-section exhibits
 2. Alternatives memorandum
 3. Meeting summary
2. Traffic Analysis. CONSULTANT will prepare existing and future year (20-year horizon) traffic volumes and analysis for the Pembroke Drive/South McCarran Blvd and Pembroke Drive/Sinelio Drive intersections. CONSULTANT will evaluate intersection configurations and the potential need for turn lanes and/or intersection control improvements, evaluate queuing on Pembroke Drive between South McCarran Blvd and Sinelio Drive, review applicable access management standards, prepare a crash history summary for the subject intersection areas, and provide a memorandum outlining the findings and recommendations of the traffic analysis.
 3. Plans and Estimate.
 - a. CONSULTANT will develop the approved cross-section into 30% preliminary plans and a preliminary cost estimate for RTC and Local Government review.
 - b. Prepare 60% preliminary Plans and a preliminary cost estimate suitable for RTC and Local Government review. CONSULTANT assumes the flood mitigation, utility and street improvements will be delivered as one project with one PS&E package. 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.

Loop Detection Plan. CONSULTANT will prepare plans, specifications, and estimate (PS&E) for the replacement of loop detection at the Pembroke/McCarran intersection.

Utility Undergrounding and Building Conversions. CONSULTANT will determine the required modifications for building conversions from overhead electrical/cable/phone to underground services and prepare plans, specifications, and estimate (PS&E) of the joint trench and building conversions.

Street and Pedestrian Lighting. CONSULTANT assumes street and pedestrian lighting will be included in preferred alternative and will prepare a lighting study and plans, specifications, and estimate (PS&E) for street and pedestrian lighting along the project.

2.1.G. Hydrologic and Hydraulic Analysis

This task includes flood pool analysis and modeling and drainage analysis of the flood mitigation and drainage improvements.

The Project is located within the City of Reno's Critical Flood Zone I and the FEMA Zone AE floodplain. The City requires placement of fill within Critical Flood Zone I to be mitigated by the removal of volume in the same vicinity and at an equivalent elevation as the placement of fill at a 1 to 1.3 ratio. The excavation for this mitigation can only be done to depth that is above seasonally high groundwater and the groundwater elevation resulting from large storms on the Truckee River. This is necessary so the mitigation volume does not fill with groundwater and become unavailable when a large flood event occurs. CONSULTANT will work with the RTC, the City of Reno, and the Truckee River Flood Management Authority (TRFMA) to generate and design mitigation for the widening of Pembroke Drive that is acceptable to all parties. CONSULTANT will perform a hydraulic analysis of the roadway widening and determine the mitigation requirements to demonstrate that the widening with the proposed mitigation does not result in an increase in water surface elevation (WSEL) in the 100-year event. CONSULTANT proposes to perform the mitigation analysis with the two-dimensional (2-D) regional model completed by the Truckee River Flood Management Authority (TRFMA).

In addition to the flood storage volume the widening of the road will displace, the widening will also increase rates or runoff from the road due to additional impervious area. Because of the Project's location within Critical Flood Zone I, the Project will be required to provide detention/infiltration facilities such that peak storm water discharges from

the Project shall be limited to pre-development conditions. CONSULTANT will design facilities to improve the overall drainage of the road and surrounding properties where feasible.

1. Data Collection and Verification. CONSULTANT will work with TRFMA to identify the correct model to be utilized in the hydraulic analysis for the design of the roadway widening and mitigation. CONSULTANT will obtain the model and determine the most appropriate methods to modify and run it. Drainage reports and/or studies pertinent to the Project will be requested from the City of Reno and reviewed.

After obtaining the appropriate hydraulic model and completing the initial analysis, CONSULTANT will schedule, plan, and attend one (1) meeting with RTC, the City, and TRFMA to discuss preliminary findings, approaches to mitigation and other proposed drainage improvements, and steps necessary for the completion of the Project. This meeting will confirm whether a Conditional Letter of Map Revision (CLOMR) from the Federal Emergency Management Agency (FEMA) will be required for construction of the Project. Discussions with the City during proposal development indicate that there is a low likelihood that a CLOMR will be required. Preparation of a CLOMR is not included in this scope.

2. Flood Analysis and Mitigation Design. CONSULTANT will use the hydraulic model provided by TRFMA to complete the analysis for the impact of the Pembroke Drive widening and proposed mitigation on Critical Flood Zone I. The initial analysis will be done assuming the mitigation for the fill involved in widening Pembroke Drive will be accomplished with a channel parallel to and north of Pembroke Drive, providing 1:1.3 fill to excavation at a minimum, as outlined in the Preliminary Pembroke Drive Flood Pool Analysis, completed by CONSULTANT for the City in 2022. If the initial channel configuration is not adequate to show no-rise in computed maximum WSEL during the 100-year event, additional mitigation will be considered and analyzed. Additional mitigation could involve an enlarged channel that provides greater than 1:1.3 fill to excavation and/or culverts beneath Pembroke Drive to allow for conveyance during flooding events. Once the final channel volume that is required to mitigate the 1:1.3 fill to excavation ratio and provide a no-rise result from the hydraulic model is determined, CONSULTANT will determine the additional volume that is required to capture runoff from the road so that the peak flows running off the road post-project are equal to or below the peak flows that runoff the road in existing conditions. As the design progresses, any changes that alter the fill volume of the Project will be incorporated into the hydraulic model to ensure that the changes are properly mitigated.

Deliverables:

1. Intermediate and Final hydraulic models revised to reflect the design of

the Project and mitigation, delivered to RTC and the City of Reno at milestone submittals

2. Draft and Final Drainage Report. CONSULTANT will examine the existing drainage conditions of the Project area and design facilities to, at a minimum, maintain current conditions and improve conditions where practicable. The facilities are likely to include inlets, cross culverts, and short stretches of storm drain. CONSULTANT assumes sections of curb and gutter on the south side of the road and new storm drain laterals discharging to the north side of the road will be installed along the roadway. CONSULTANT will prepare a preliminary drainage memo to submit to RTC and the City of Reno at the 30% Design Submittal phase outlining the mitigation strategy and preliminary results. At the 60% Design Submittal, CONSULTANT will submit a Draft Drainage Report to RTC and the City of Reno that will present the methods and results of the flood mitigation analysis and the hydrologic and hydraulic analysis for roadway drainage improvements. At the 90% Design Submittal, CONSULTANT will submit a Final Drainage Report to RTC and the City of Reno that will address any comments received on the Draft Drainage Report and incorporate design changes that have occurred between the 60% and 90% phases. CONSULTANT will schedule, prepare for, attend, and prepare notes for up to two (2) additional meetings with RTC and the City of Reno to discuss the results presented in the Draft and Final Drainage Reports.

Deliverables:

1. Preliminary Drainage Memo, electronic (PDF) format
2. Draft Drainage Report, electronic (PDF) format
3. Final Drainage Report, electronic (PDF) format
4. Agenda and notes for up to two (2) meetings with the RTC and City of Reno

2.1.H. Final Design

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

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

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

- Cover Sheet
- Legend, General Notes, and Abbreviations
- 5 Demolition Plans (at 1"=20' scale)
- 9 Plan/Profile Sheets (at 1"=20' scale)
- 4 Flood Channel Sheets (at 1"=20' scale)
- 5 Cross Sections (scales as noted)
- 4 Loop Detection Plan Sheets (at 1"=10' scale)
- 7 Lighting Plan Sheets (at 1"=20' scale)
- 5 Building Conversion Sheets (scales as noted)
- 5 Signage and Striping Sheets (at 1"=20')
- 7 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 30%, 60%, 90%, 100%, and final stages of completion per the following:

- 30%, 60% & 90% Plans – Two 11"x17" sets and electronic (PDF) to RTC, electronic (PDF) set to Local Entity, and electronic (PDF) set to each utility agency and other affected parties.
- 90% Specifications – One hard copy and electronic (PDF) to RTC and electronic (PDF) to Local Entity.
- 100% Plans – Two 11"x17" sets and electronic (PDF) to RTC and one electronic (PDF) set to Local Entity.

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

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

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

2.1.I. Regulatory Compliance and Permitting

Aquatic resources are regulated by the US Army Corps of Engineers (USACE) and the Nevada Division of Environmental Protection (NDEP). It is unknown if the project contains aquatic resources, therefore CONSULTANT will conduct an aquatic resources delineation to determine if aquatic resources are present. For the purposes of this scope and fee, CONSULTANT assumes that federal and state jurisdictional aquatic resources are present and are proposed for impact. Prior to any aquatic resource being impacted, per the Clean Water Act (CWA), environmental clearance must be secured from the USACE and NDEP. To secure clearance, CONSULTANT will prepare and submit permit applications to the USACE and NDEP. If aquatic resources are not present, USACE and NDEP permits and their associated technical studies, shown below as optional tasks, will not be required.

1. Technical Studies

- a. Aquatic Aquatic Resources Delineation and Report. A formal USACE aquatic resources delineation will be conducted, and an USACE Aquatic Resources Delineation Report will be prepared for the Project. This effort will involve field work, the preparation of a USACE draft Aquatic Resources Delineation Report, a final Aquatic Resources Delineation

Report, and a Request for Aquatic Resources Delineation Verification or Jurisdictional Determination will be prepared.

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

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

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

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

A digital copy of the final documents will be provided to the RTC and will be an appendix to the USACE Nationwide Permit 14 Linear Transportation

Projects application, and the NDEP Water Quality Certification (WQC) and Working in Waterway (WiW) permit applications.

Deliverables:

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

b. Special Status Species (SSS) Memorandum (Optional). If USACE permitting is required, CONSULTANT will prepare and submit SSS database requests to the Nevada Natural Heritage Program, Nevada Department of Wildlife, and the United States Fish and Wildlife Service. Once the results are received, CONSULTANT will conduct a reconnaissance-level field survey to evaluate the presence and absence of SSS or their habitat occurring within the project. CONSULTANT will prepare a SSS memorandum with the database search and field results. CONSULTANT assumes no protocol-level survey will be conducted and no SSS will be found during the field survey.

CONSULTANT will email the draft SSS memorandum to RTC for review and comment. CONSULTANT will then incorporate appropriate comments on the draft memorandum and prepare the final SSS memorandum. The final SSS memorandum will be an appendix to the NWP 14 permit application, and the NDEP WQC and WiW permit applications.

Deliverables:

1. Draft and Final Special Status Species Memorandum (PDF reports submitted via email)

c. Cultural Resources Investigation (Optional).

APE Development & Archival Research

If USACE permitting is required, compliance with Section 106 of the National Historic Preservation Act (NHPA) will be necessary for this project. Assuming USACE is the lead federal agency, no other agency-specific cultural resource requirements, such as those from NDOT, will be required. As such, USACE cultural resources guidelines will be followed. A primary step in the compliance process is the identification of a project-specific Area of Potential Effect (APE). Based on a consideration of both potential direct and indirect impacts, CONSULTANT cultural resource specialists will prepare a map depicting the proposed APE specific to the work proposed. It is assumed, for this project that coincident direct and indirect APE boundaries will be acceptable to the USACE. The draft map will be provided to USACE via email for review and approval. It is assumed one round of revision will be necessary to finalize the APE map. Once

agreement is reached, the final APE map will be submitted to the USACE via email.

Prior to conducting the field inventory, CONSULTANT will conduct sufficient archival research to both inform expectations in the field and to develop historic contexts necessary for subsequent resource evaluations (i.e., archaeological and architectural). Archival research will include the Nevada Cultural Resources Information System (NVCRIS), NDOT archives, and BLM agency files. BLM field office land-use records and various historic maps (e.g., GLO plat maps, county and state maps) will be reviewed. Digital records maintained by the University of Nevada Special Collections Library, the Nevada Historical Society, the Nevada State Library and Archives, and the appropriate County assessors/recorders offices will also be examined. Various online repositories, as well as newspapers will also be reviewed as appropriate.

Preliminary research indicates a number of parcels containing historic-aged buildings and structures are located adjacent to the project area. If wetlands are identified, they are likely to be identified in the open meadows to the north and south of Pembroke Drive. Based on USACE guidelines, only wetland areas, potentially impacted by project related activities, need to be included within the APE. Assuming these constraints, up to three architectural resources and one archaeological resource is anticipated.

Fieldwork

The portion of Pembroke Drive between McCarran Boulevard and Veterans Parkway has not been the subject of a Class III cultural resources inventory in the past. CONSULTANT will provide a Secretary of Interior qualified archaeologist and architectural historian to conduct the fieldwork. Based on preliminary research, it is assumed that up to three architectural resources and up to one small archaeological resource will be identified. As part of the archaeological inventory, subsurface investigation will not be required.

Upon completion of fieldwork, preliminary results will be drafted in a brief email to RTC and the USACE. Any challenges/issues identified will be discussed and resolutions suggested, as necessary.

Architectural Report

Results of the architectural inventory will be documented in a stand-alone report meeting USACE and Nevada SHPO standards. Maps and figures will be included consistent with identified standards. The report will contain National Register eligibility recommendations for each resource identified. Potential undertaking-related impacts will also be addressed. Architectural resources will be documented on Nevada Architectural Resource Assessment (ARA) forms

The draft architectural report will be provided to the USACE in electronic format (PDF) for review. If RTC wishes to review a copy of the draft report, it will be provided. It is assumed the USACE will take 45 calendar days to review the draft report and provide comments. A revised draft will be submitted in electronic format (PDF) to the USACE as an attachment to the 404 permit application. If RTC wishes to have a copy of the revised draft, it will be provided. Before the permit package is approved, the USACE will require SHPO concurrence with the findings of the architectural report. SHPO review takes 30 calendar days. It is assumed the SHPO will provide comments to the revised draft report. Within 10 business days upon receipt of comments from the SHPO, a final report will be submitted to the USACE, that will in turn deliver the report to the SHPO.

Archaeological Letter Report

If archaeological resources are identified, it will be necessary to prepare a stand-alone archaeological report; albeit it is assumed a shorter letter report will suffice.

Archaeological resources will be documented on Intermountain Antiquities Computer System (IMACS) forms. Isolates will be documented in a table attached to the report. IMACS form(s) will contain all requisite maps and photographs.

It is assumed the draft archaeological letter report can be attached to the architectural report as an appendix. If RTC wishes to review a copy of the draft report, a redacted version (sensitive information removed) will be provided. It is assumed the USACE will take 45 calendar days to review the draft report and provide comments. A revised draft will be submitted in electronic format (PDF) to the USACE as an attachment to the 404 permit application. If RTC wishes to have a copy of the final report, a redacted copy will be provided. Before the permit package is approved, the USACE will require SHPO concurrence with the findings of the archaeological report. SHPO review takes 30 calendar days. It is assumed the SHPO will provide comments to the revised draft report. Within 10 business days upon receipt of comments from the SHPO, a final report will be submitted to the USACE, that will in turn deliver the report to the SHPO.

Deliverables:

1. Draft and Final APE map
2. Draft, Revised Draft, and Final Architectural and Archaeological Inventory Reports (PDF reports submitted via email)
2. USACE and NDEP Permit Applications (Optional). If federal and/or state regulated jurisdictional aquatic resources are present and are proposed for impact, CONSULTANT will prepare USACE and NDEP permit applications.

a. USACE Nationwide Permit 14 (NWP 14) Application (Optional). CONSULTANT will prepare an NWP 14 application for submittal to the USACE. Per the NWP 14 requirements, a Pre-Construction Notification (PCN) must be prepared and submitted to the USACE if there are more than 1/10th acre of aquatic resources impacts, the presence of cultural resources, or SSS. CONSULTANT is assuming a PCN must be submitted to the USACE. The NWP 14 application will include the following:

- Cover letter to USACE
- NWP 14 Application
- Appendix A: Figures
- Appendix B: Project Plans
- Appendix C: Aquatic Resources Delineation Report
- Appendix D: Special Status Species Memorandum
- Appendix E: Cultural Resources Inventory Report
- Appendix F: Pre-Project Photographs

CONSULTANT will prepare and email the NWP 14 draft permit application to RTC for review and comment. CONSULTANT will incorporate appropriate comments and prepare a final permit application. The final permit application will be submitted online to the USACE. CONSULTANT will email RTC a PDF of the final permit application. CONSULTANT will follow-up with the USACE in the event the USACE has any questions or additional needs.

Deliverables:

1. Draft NWP 14 Permit Application to RTC (PDF reports submitted via email)
2. Final NWP 14 Permit Application to USACE and RTC (PDF reports submitted via email)

b. NDEP Water Quality Certification (WQC) Application (Optional). CONSULTANT will prepare a WQC application, which will discuss the proposed impacts to the aquatic resource. Per the September 11, 2020, EPA final ruling, CONSULTANT will also complete the WQC Request, which is an addendum comprised of nine elements. This addendum is included with the WQC application submittal. Lastly, per the September 11, 2020, final rule, CONSULTANT will email a Pre-Fill Meeting Request to NDEP, and copy the USACE, at least 30 days prior to the WQC application submittal. CONSULTANT and a representative from RTC will attend the Pre-Fill meeting (virtual) with NDEP.

CONSULTANT will prepare and email the draft WQC application and 401 WQC Request to RTC for review and comment. CONSULTANT will incorporate appropriate comments on the two documents and prepare the

final permit application. The final WQC application will be mailed to NDEP. CONSULTANT will follow-up with NDEP in the event NDEP has any questions or additional needs.

Deliverables:

1. WQC Pre-Fill Request email to NDEP, and copy the USACE, at least 30 days prior to the WQC application submittal (PDF reports submitted via email)
2. Draft WQC permit application, which includes the WQC Request and the Pre-Fill Meeting Request to the RTC (PDF reports submitted via email)
3. Final WQC permit application to NDEP and the RTC (PDF format mailed to NDEP and emailed to RTC)

c. NDEP Working in Waterway (WiW) Permit Application (Optional).

CONSULTANT will prepare a WiW permit application, which will discuss the proposed impacts to the aquatic resource. CONSULTANT will email the WiW draft permit application to RTC for review and comment. CONSULTANT will incorporate appropriate comments on the draft application and prepare the final permit application. The final WiW permit application will be submitted online through NDEP's permit portal, and the \$250 application fee will be mailed separately to NDEP with the permit portal number contained in a brief cover letter. The \$250 WiW application fee is included in the cost estimate. CONSULTANT will follow-up with NDEP in the event NDEP has any questions or additional needs.

Deliverables:

1. Draft WiW permit application to the RTC (PDF report submitted via email)
2. Final WiW permit application to NDEP and the RTC (PDF format mailed to NDEP and emailed to RTC)

Assumptions:

1. The project qualifies for NWP 14 and can meet all USACE NWP Regional Conditions and General Conditions
 2. Drainage dewatering or temporary by-pass program will not be needed nor prepared
 3. A compensatory mitigation plan will not be required nor prepared
 4. Preparation of the NDEP Construction Stormwater General Permit is not included
 5. Permit compliance monitoring and reporting is not included
3. NDOT Right-of-Way Occupancy Permit Application. CONSULTANT will prepare and submit a right-of-way occupancy permit application to NDOT for paving improvements within N. McCarran Blvd. CONSULTANT will

complete the standard occupancy permit form, drainage information form, and four sets of detailed color-coded drawings required for the application. The application fee is not included as part of the CONSULTANT's fee estimate. CONSULTANT assumes a traffic impact study, stormwater pollution prevention plan, and noxious weed management checklist will not be required.

2.1.J Bidding Services

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

2.1.K. Design Contingency (Optional)

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

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

2.1.L. Contract Administration (Optional)

1. Provide contract administration services as follows:

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

2.1.M. Construction Surveying (Optional)

Provide construction staking as follows:

- One set of stakes for the curb and gutter and related improvements will consist of offset and when required line stakes for proposed curb and gutter, sidewalk, pedestrian ramps, driveway aprons, and median curbs. Construction stakes will be set at angle points, grade breaks, radius points, centerline pedestrian ramps, pedestrian ramps 1/4 points around curb returns, begin and end of driveways, begin and end of curves, and points on line not to exceed 50' station increments on tangent runs and 25' increments along curves.
- One set of stakes for the roadway improvements will consist of offset and when required line stakes for the proposed vertical and horizontal roadway and multi-use path centerline alignments. Construction stakes will be set at angle points, grade breaks, radius points, begin and end of horizontal and vertical curves, high and low points of vertical curves, and points on line not to exceed 100' station increments on tangent runs and 50' increments along curves. Stakes will be graded to the nearest one hundredth of a foot of the proposed roadway/path centerline finished grades and will depict the roadway/path stationing, offset distances, and paving cross slope to the street centerline and/or multi-use path edge of pavement.
- One set of stakes for the trapezoidal flood mitigation channel and related improvements will be slope stakes consisting of offset and when required line stakes. Slope stakes will be set at 50' intervals along tangents, 25' intervals along curves, grade breaks and begin and end of curves along the proposed channel alignment. Stakes will be graded to the nearest one tenth of a foot of the proposed finish grade elevations and delineate project

stationing, distances to cross sectional features such as catch point, hinge points, channel top/toe, and grade breaks.

- One set of stakes for storm drain infrastructure will consist of offset and line stakes set for proposed manholes, connection points, pipe ends, drop inlets, catch basins, and points along piping alignments not to exceed 50' station increments. Stakes will be graded to the nearest one hundredth of a foot of the proposed rim, invert, and top back of curb/headwall elevations.
- One set of stakes for the underground utilities joint trench infrastructure will consist of offset and line stakes set for the proposed pull boxes, street lights, cabinet and controller locations, conduit alignments at 100' increments and angle points, and ancillary equipment as required.
- Upon completion of paving, one set of stakes for locations of water and gas valve risers, utility vaults, and survey monument wells to facilitate their raising to finish grade
- Upon completion of paving, reset of centerline survey monuments

2.1.N. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 120 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted daily to RTC and weekly to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 108 hours of field inspection and sampling are anticipated.

2.1.O. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include

plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 3 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces, and plasticity index.
3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 435 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific

gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.P. As-Built Information (Optional)

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

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

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

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

2.1.Q Construction Contingency (Optional)

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

Exhibit B

Compensation



**SCHEDULE OF CHARGES 2023
PEMBROKE DRIVE CAPACITY AND SAFETY PROJECT**

PROFESSIONAL SERVICES

Principal.....	\$300/hour
Associate	\$245/hour
Senior II	\$215/hour
Senior I	\$205/hour
Project II	\$195/hour
Project I	\$180/hour
Staff II	\$170/hour
Staff I	\$155/hour

TECHNICAL SERVICES

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

CONTRACT LABOR

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

LITIGATION SUPPORT

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

EQUIPMENT

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

OUTSIDE SERVICES

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

**COMMUNICATION/
REPRODUCTION**

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

TERMS

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

ATTACHMENT B
Fee Proposal for the
Pembroke Drive Capacity and Safety Project

Task No.	Description	Principal	Associate	Senior II	Project II	Senior Designer	CAD Designer	Staff I	Senior Construction Manager	Construction Inspector/Senior Technician	Field Scientist	Clerical	Expenses	Subconsultant	Totals
		Hourly Rate	\$300.00	\$245.00	\$215.00	\$195.00	\$170.00	\$150.00	\$155.00	\$160.00	\$140.00	\$115.00	\$105.00		
2.1A	Project Management		0	210	0	0	0	0	0	0	0	48			258
1	Team and Project Management			158								48			\$43,750.00
2	Project Coordination			52									\$50		\$12,790.00
	Subtotal Fees	\$0.00	\$51,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,040.00	\$50.00	\$0.00	\$56,540.00
2.1B	Investigation of Existing Conditions	30	26	0	298	91	0	96	0	12	0	4			\$57
2.a	Condition Survey	1	2		4	1		4		0			\$115.00		\$3,425.00
2.b	Concrete Condition Survey												\$50.00		\$780.00
3.a	Traffic Analysis		2		8			4							\$2,670.00
4	Geotechnical Investigation	2	4		12	2		4							\$48,355.00
5	Develop Feasible Alternative	2	8		12	4		16							\$8,060.00
8	Develop Recommended Alternative	2	4		12	4		12							\$6,460.00
9a	Utility Investigation	2			14			32					\$50.00		\$8,340.00
9b	Utility Coordination	16			220	80							\$150.00		\$81,450.00
10	Prepare Written Report	5	6		16			24					4		\$10,230.00
	Subtotal Fees	\$9,000.00	\$6,370.00	\$0.00	\$58,110.00	\$15,470.00	\$0.00	\$14,880.00	\$0.00	\$1,680.00	\$0.00	\$420.00	\$365.00	\$43,475.00	\$149,770.00
2.1C	Topographic Mapping	0	0	0	0	4	0	16	0	0	0	0			20
1	Topographic Survey					4		16						\$34,000.00	\$37,160.00
	Subtotal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$680.00	\$0.00	\$2,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,000.00	\$37,160.00
2.1D	Right of Way Engineering (Optional)	9	0	0	36	94	0	66	0	0	0	0			205
1	Preliminary Title Reports	1			17	2							\$50.00	\$10,000.00	\$14,005.00
2	Boundary Survey, Legal Descriptions, and PTCs	2			15	60		18					\$50.00	\$26,000.00	\$42,565.00
3	Right-of-Way Setting	2			4	24							\$50.00		\$5,510.00
4	Right-of-Way Maps	4			8	6		48					\$150.00		\$10,150.00
	Subtotal Fees	\$2,700.00	\$0.00	\$0.00	\$7,020.00	\$15,980.00	\$0.00	\$10,230.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$36,000.00	\$72,230.00
2.1E	Public Outreach	10	0	0	0	69	0	0	0	0	0	0			75
1	Public Information Meetings	8				45							\$250.00		\$10,300.00
2	One-on-One Meetings	2				24							\$50.00		\$4,730.00
	Subtotal Fees	\$3,000.00	\$0.00	\$0.00	\$0.00	\$11,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$15,030.00
2.1F	Preliminary Design	60	56	0	232	286	260	370	40	0	16				1,320
1	Alternatives Development	10	16		32	286	20	40					\$100.00	\$3,000.00	\$39,060.00
2	Traffic Analysis	2			6	6							\$200.00		\$21,620.00
3	Prepare 30% P&E	24	16		80	80	100	120	16	8	8	8	\$500.00	\$6,600.00	\$84,420.00
4	Prepare 60% P&E	24	24		120	120	140	210	24	8	8	8	\$500.00	\$18,000.00	\$133,610.00
	Subtotal Fees	\$18,000.00	\$13,720.00	\$0.00	\$45,240.00	\$48,620.00	\$39,000.00	\$57,350.00	\$6,400.00	\$0.00	\$1,680.00	\$1,100.00	\$47,600.00	\$173,710.00	\$278,710.00
2.1G	Hydrologic and Hydraulic Analysis	14	68	0	196	0	0	16	0	0	10				304
1	Data Collection and Verification	2	8		16								\$50.00		\$5,940.00
2	Flood Analysis and Mitigation Design	4	30		80			16					\$50.00		\$28,760.00
3	Draft and Final Drainage Report	8	30		100								\$150.00		\$30,240.00
	Subtotal Fees	\$4,200.00	\$16,660.00	\$0.00	\$38,220.00	\$0.00	\$0.00	\$0.00	\$2,560.00	\$0.00	\$0.00	\$1,050.00	\$250.00	\$0.00	\$62,940.00
2.1H	Final Design	66	60	0	176	180	220	304	44	0	24				1,094
1a	Prepare 90% PS&E	40	60		100	120	140	220	32				\$500.00	\$36,000.00	\$164,840.00
1b	Prepare 100% and Final PS&E	20	20		60	60	80	60	80				\$500.00	\$13,000.00	\$87,600.00
2	Prepare Final Engineer's Estimate	6			16			24	12				\$25.00		\$10,585.00
	Subtotal Fees	\$19,800.00	\$19,600.00	\$0.00	\$34,320.00	\$30,600.00	\$33,000.00	\$47,120.00	\$7,040.00	\$0.00	\$0.00	\$2,520.00	\$1,025.00	\$48,000.00	\$243,025.00
2.1I	Regulatory Compliance, Permitting, and Approvals	8	140	38	144	0	40	206	0	0	60	13			\$49
	Environmental and Cultural Resources Inventory														
1	Technical Reports														
1.a	Aquatic Resources Delineation and Report	1	34					58			28	2	\$240.00		\$21,290.00
1.b	Special Status Species Memorandum (Optional)	1	12					32			14	1	\$240.00		\$10,155.00
1.c	Cultural Resources Investigation (Optional)	4		38		108					18	4	\$340.00		\$33,260.00
2	USACE and NDEP Permit Applications (Optional)														
2.a	USACE Nationwide Permit 14 (NWP-14) Application		38		12			54					\$25.00		\$20,255.00
2.b	NDEP Water Quality Certification (WQC) Application		30					36					\$50.00		\$13,190.00
2.c	NDEP Working in Waterway (WII) Permit Application		26					26					\$250.00		\$10,860.00
3	NDOT Encroachment Permit Application	2			24			40					\$200.00		\$11,480.00
	Subtotal Fees	\$2,400.00	\$34,300.00	\$8,170.00	\$28,080.00	\$0.00	\$6,000.00	\$31,930.00	\$0.00	\$0.00	\$6,900.00	\$1,365.00	\$1,345.00	\$0.00	\$120,490.00
2.1J	Bidding Services	2	0	0	18	24	16	0	0	0	0	4			64
1	Distribute Final PS&E				4	4									\$1,590.00
2	Conduct Pre-Bid Meeting & Addenda	2			8	24	12						\$25.00	\$2,400.00	\$10,465.00
3	Attend Bid Opening & Tabulate Bids				6								\$25.00		\$1,405.00
	Subtotal Fees	\$600.00	\$0.00	\$0.00	\$3,510.00	\$4,080.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00	\$50.00	\$2,400.00	\$13,460.00
2.1K	Design Contingency (Optional)														\$75,000.00
	Sub-Total Design Services	\$59,700.00	\$142,100.00	\$8,170.00	\$214,500.00	\$127,160.00	\$80,400.00	\$163,990.00	\$16,000.00	\$1,680.00	\$6,900.00	\$12,495.00	\$4,785.00	\$211,475.00	\$1,124,355.00
2.1L-Q	Construction Services (Optional)	12	16	0	100	92	0	50	732	1200	0	16			2,218
L	Contract Administration (Optional)	8	16		100	80				720					\$167,300.00
M	Construction Surveying (Optional)														\$68,000.00
N	Inspection (Optional)									1,200			\$13,800.00		\$199,535.00
O	Materials Testing (Optional)														\$122,715.00
P	As-Builts (Optional)	4				12		50	12				\$150.00		\$15,560.00
Q	Construction Contingency (Optional)														\$50,000.00
	Subtotal Construction Services Fees (Optional)	\$3,600.00	\$3,920.00	\$0.00	\$19,500.00	\$15,640.00	\$0.00	\$7,750.00	\$117,120.00	\$168,000.00	\$0.00	\$1,680.00	\$14,450.00	\$221,250.00	\$622,910.00
	Total Fees	\$63,300.00	\$146,020.00	\$8,170.00	\$234,000.00	\$142,800.00	\$80,400.00	\$171,740.00	\$133,120.00	\$169,680.00	\$6,900.00	\$14,175.00	\$19,235.00	\$432,725.00	\$1,747,265.00

- P&E and Headway
- CME
- BBV
- P&E
- Headway
- Title Company - TBD

























Pembroke Capacity and Safety Improvement Project

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	23	T	W	T
1		NTP	1 day	Mon 2/20/23	Mon 2/20/23						
2		Investigation of Existing Conditions	500 days	Tue 2/21/23	Mon 1/20/25						
3		Geotechnical Investigation	45 days	Tue 2/21/23	Mon 4/24/23	1					
4		Utility Mapping & Coordination	500 days	Tue 2/21/23	Mon 1/20/25	1					
5		Preliminary Design	161 days	Tue 2/21/23	Tue 10/3/23						
6		Topographic Mapping	60 days	Tue 2/21/23	Mon 5/15/23	1					
7		Alternatives Development	25 days	Tue 5/16/23	Mon 6/19/23	6					
8		Review and Approval of Alternatives	15 days	Tue 6/20/23	Mon 7/10/23	7					
9		30% Design	45 days	Tue 7/11/23	Mon 9/11/23	8					
10		Submit 30% to RTC, COR, Utilities	1 day	Tue 9/12/23	Tue 9/12/23	9					
11		Agency Review	15 days	Wed 9/13/23	Tue 10/3/23	10					
12		Final Design	392.86 days	Wed 1/18/23	Fri 7/19/24						
13		Review & Consolidate 30% Comments	5 days	Wed 10/4/23	Tue 10/10/23	11					
14		60% Design	60 days	Wed 10/11/23	Tue 1/2/24	13					
15		Submit 60% to RTC, COR, Utilities	1 day	Wed 1/18/23	Wed 1/3/24	14					
16		Agency Review	15 days	Wed 1/3/24	Wed 1/24/24	15					
17		Review & Consolidate 60% Comments	5 days	Wed 1/24/24	Wed 1/31/24	16					
18		90% Design	60 days	Wed 1/31/24	Wed 4/24/24	17					
19		Submit to RTC, COR, Utilities	1 day	Wed 4/24/24	Thu 4/25/24	18					
20		Agency Review	15 days	Thu 4/25/24	Thu 5/16/24	19					
21		Review & Consolidate 90% Comments	5 days	Thu 5/16/24	Thu 5/23/24	20					
22		100% Design	30 days	Thu 5/23/24	Thu 7/4/24	21					




















Project: Schedule
Date: Wed 2/1/23

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


Pembroke Capacity and Safety Improvement Project

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	23	T	W	T
23			Submit 100% to RTC, COR, Utilities	1 day	Thu 7/4/24	Fri 7/5/24	22					
24			Agency Review	5 days	Fri 7/5/24	Fri 7/12/24	23					
25			IFB Documents	5 days	Fri 7/12/24	Fri 7/19/24	24					
26			Regulatory Compliance & Permitting	487 days	Mon 5/1/23	Tue 3/11/25						
27			Aquatic Resources	39 days	Mon 5/1/23	Thu 6/22/23						
28			Aquatic Resource Field Work	1 day	Mon 5/1/23	Mon 5/1/23						
29			Submit Draft Final ARD to RTC	1 day	Thu 6/1/23	Thu 6/1/23						
30			RTC Review	10 days	Fri 6/2/23	Thu 6/15/23	29					
31			Submit Final ARD to USACE	1 day	Thu 6/22/23	Thu 6/22/23	30FS+4 days					
32			Cultural Resources & SSS (If needed)	49 days	Mon 5/15/23	Thu 7/20/23						
33			Field Work	2 days	Mon 5/15/23	Tue 5/16/23						
34			Draft Report	30 days	Wed 5/17/23	Tue 6/27/23	33					
35			RTC Review	10 days	Wed 6/28/23	Tue 7/11/23	34					
36			Final Report	7 days	Wed 7/12/23	Thu 7/20/23	35					
37			USACE & NDEP Permit Applications	310 days	Wed 1/3/24	Tue 3/11/25						
38			Prepare Permit Applications	70 days	Wed 1/3/24	Tue 4/9/24	14					
39			Receive Permits (no mitigation required)	60 days	Wed 4/10/24	Tue 7/2/24	38					
40			Receive Permits (Mitigation Required)	240 days	Wed 4/10/24	Tue 3/11/25	38					
41			Right of Way Engineering	255 days	Wed 1/31/24	Wed 1/22/25						
42			Title Reports	30 days	Wed 1/31/24	Wed 3/13/24	17					

Project: Schedule
Date: Wed 2/1/23

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

Pembroke Capacity and Safety Improvement Project

ID	 Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	23	T	W	T
43		Boundary Resolution	25 days	Wed 3/13/24	Wed 4/17/24	42					
44		Legal Descriptions	20 days	Wed 4/17/24	Wed 5/15/24	43					
45		Obtain Rights	180 days	Wed 5/15/24	Wed 1/22/25	44					
46		Bidding	38 days	Wed 3/12/25	Fri 5/2/25						
47		Advertise for Bids	20 days	Wed 3/12/25	Tue 4/8/25	45,40,25					
48		Bid Opening	1 day	Wed 4/9/25	Wed 4/9/25	47					
49		Notice of Intent to Award	1 day	Thu 4/10/25	Thu 4/10/25	48					
50		Protest Period	5 days	Fri 4/11/25	Thu 4/17/25	49					
51		Contract Award	1 day	Fri 4/18/25	Fri 4/18/25	50					
52		Contractor Returns Contract & Bonds	10 days	Mon 4/21/25	Fri 5/2/25	51					
53		NTP with Construction	1 day	Fri 4/18/25	Fri 4/18/25	50					
54		Construction	120 days	Mon 4/21/25	Fri 10/3/25	53					

Project: Schedule
Date: Wed 2/1/23




















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

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 332-9511.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional, error, 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.4.4

To: Regional Transportation Commission

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

SUBJECT: Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program

RECOMMENDED ACTION

Approve the proposed new Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program; approve an Interlocal Cooperative Agreement with the City of Reno and Washoe County specifying responsibilities for delivering certain projects; approve an Interlocal Cooperative Agreement with the City of Reno and Washoe County specifying responsibilities for delivering certain projects.

BACKGROUND AND DISCUSSION

The RTC is responsible for administering the regional street and highway program (S&H Program) in cooperation and coordination with Washoe County, the City of Reno, and the City of Sparks. The proposed new Fiscal Year 2024 Street and Highway Projects (FY24 S&H Projects) identify and prioritize funding in accordance with priorities established as part of the Regional Transportation Plan (RTP), Regional Transportation Improvement Plan (RTIP), and the regional road pavement preservation program. The proposed new projects reflect RTC Board input from the January 20, 2023, RTC Board Meeting.

The S&H Program is funded from a variety of local, state, and federal funding sources, including fuel tax. Pursuant to NRS 373.140, in evaluating and determining whether to approve the use of fuel tax 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.

Upon RTC Board approval, the FY24 S&H Projects will be brought to the Washoe County Commission for authorization.

The Interlocal Cooperative Agreements (ICAs) specify the responsibilities for delivering the new projects located within the jurisdiction of the city and/or the county. The ICAs will authorize the RTC to design,

survey, engineer, acquire real property through purchase or eminent domain, and construct the projects. Upon approval of this item by the RTC Board, each ICA will be presented to the County Commission and the respective City Council for their consideration and approval.

FISCAL IMPACT

Funding for the new Fiscal Year 2024 Street & Highway Projects will be included in the FY24 RTC Engineering Budget based on anticipated federal, state, and local revenue sources.

PREVIOUS BOARD ACTION

1/20/2023 Acknowledged receipt of a report regarding potential new Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program.

CITY OF RENO NEW PROJECTS 2024

MILITARY ROAD CAPACITY

Widen Military Rd
2 lanes to 4 lanes

2025
\$30 Million Investment

BUCK DRIVE CIRCULATION

Improve traffic circulation
between Lemmon Dr and
North Valleys Dr

2025
\$4 Million Investment

NORTH VALLEYS N. VIRGINIA ST CAPACITY

Widen N. Virginia St from 2 to
4 lanes between Panther Dr to
Stead Blvd

2026
\$50 Million Investment

TRUCKEE MEADOWS SAFE STREETS AND ROADS FOR ALL

- 4th St. - Keystone Ave to Evans Ave
- 5th St. - Keystone Ave to Evans Ave
- 6th St. - Ralston St to 4th St
- Kirman Ave - Cazassa Dr to Kuenzil St
- Sutro St - Oddie Blvd to N. McCarran Blvd
- Vassar St - Holcomb Ave to Terminal Wy
- Vine St - Riverside Dr to University Terrace
- Wells Ave - Moran St to 9th St

2025

VIRGINIA ST BRT SOUTH

Provide NB Bus-Only lane and ADA
improvements on S. Virginia St. between
Peckham Ln and Gentry Wy

2025
\$15 Million Investment

MCCARRAN BLVD SAFETY & OPERATIONAL IMPROVEMENTS

Plumb Ln to S. Virginia St

2025
\$15 Million Investment

MT. ROSE HIGHWAY OPERATIONAL IMPROVEMENTS (WC)

Traffic and Safety improvements
between Bordeaux Dr and Thomas
Creek Rd

2025
\$10 Million Investment

Butch Cassidy Dr Extension (WC)

New 2 lane road between
Edmonton Dr and
Thomas Creek Rd

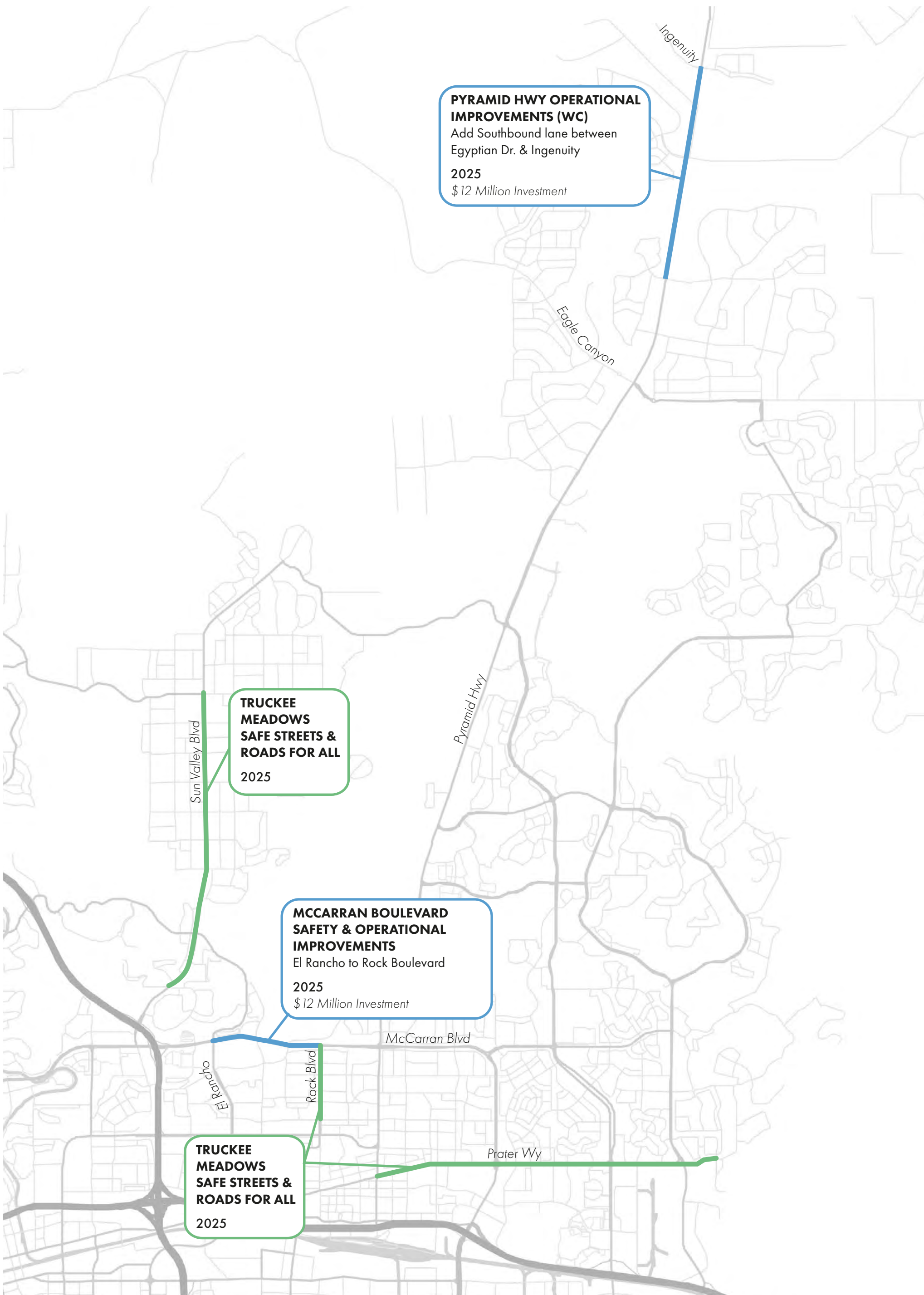
2025
\$5 Million Investment

Geiger Grade Realignment

New 4 lane road between
Virginia St and Toll Rd

2026
\$20 Million Investment

CITY OF SPARKS NEW PROJECTS 2024



PYRAMID HWY OPERATIONAL IMPROVEMENTS (WC)
Add Southbound lane between Egyptian Dr. & Ingenuity
2025
\$12 Million Investment

TRUCKEE MEADOWS SAFE STREETS & ROADS FOR ALL
2025

MCCARRAN BOULEVARD SAFETY & OPERATIONAL IMPROVEMENTS
El Rancho to Rock Boulevard
2025
\$12 Million Investment

TRUCKEE MEADOWS SAFE STREETS & ROADS FOR ALL
2025

INTERLOCAL COOPERATIVE AGREEMENT

This agreement is made and executed this ____ day of _____, 2023, 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 authorizes 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, pursuant to NRS 277A.250, the RTC may exercise the power of eminent domain for the acquisition, construction, repair or maintenance of public roads if the city or county which has jurisdiction over the property approves the exercise of eminent domain; and

WHEREAS, on February 24, 2023, the RTC approved its FY 2024 Street & Highway Projects for the Regional Street & Highway Program; and

WHEREAS, on _____, 2023, the County approved the FY 2024 Street & Highway Projects, which authorized the projects proposed to be financed in whole or in part from the Fuel Tax Fund; and

WHEREAS, the projects listed in Exhibit A are located within the jurisdiction of the City and/or the County (the “Projects”).

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 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 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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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: _____
GENERAL COUNSEL

BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA

BY: _____
CHAIRMAN

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
WASHOE COUNTY CLERK

BY: _____
ATTORNEY

CITY COUNCIL OF RENO, NEVADA

BY: _____
MAYOR

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
RENO CITY CLERK

BY: _____
DEPUTY CITY ATTORNEY

Exhibit A
City of Reno
New Projects for 2024

NAME	DESCRIPTION	EST. COSTS	PROPOSED YEAR OF CONSTRUCTION	WORK PHASE FOR FY2024
2024 Preventative Maintenance*	Patching/slurry seals on regional roads	\$6.5 Million	2024	Design/Construction
2024 Roadway Reconstruction*	Reconstruction/rehabilitation of failing segments of regional roads	\$14 Million	2024	Design/RW/Construction
2024 Corrective Maintenance*	Patching/mill and fill/grind and overlays on segments of regional roads	\$2 Million	2024	Design/Construction
Traffic Signals and Intersection Improvements*	Intersection improvements throughout the region including new signals and geometry upgrades	\$6 Million	2024-2025	Design/RW/Construction
ITS/Traffic Management*	Improvements to regional infrastructure using new technology to manage traffic	\$4 Million	2024-2025	Design/RW/Construction
Buck Drive Circulation	Improve traffic circulation between Lemmon Dr. and North Hills Blvd.	\$4 Million	2025	Design
Butch Cassidy Drive Extension (Washoe County)	New 2 lane road between Edmonton Dr. and Thomas Creek Rd.	\$5 Million	2025	Design
Geiger Grade Realignment	New 4 lane road between Virginia St. and Toll Rd.	\$20 Million	2026 (Pending Federal Funding)	Environmental
McCarran Boulevard Safety and Operational Improvements	Plumb Ln. to S. Virginia St.; El Rancho Dr. to Rock Blvd.	\$15 Million	2025	Design
Military Road Capacity	Widen Military Rd. from 2 to 4 lanes between Lemmon Dr. and Echo Ave.	\$30 Million	2025	Preliminary Design
Mt. Rose Highway Operational Improvements (Washoe County)	Traffic and safety improvement between Bordeaux Dr. and Thomas Creek Rd.	\$10 Million	2025	Design
North Valleys North Virginia Street Capacity	Widen N. Virginia St. from 2 to 4 lanes between Panther Dr. to Stead Blvd.	\$50 Million	2026	Preliminary Design

Virginia Street Bus Rapid Transit (BRT) South	Provide NB Bus-only lane and ADA improvements on S. Virginia St. between Peckham Ln. and Gentry Way	\$15 Million	2025 (Pending Federal Funding)	Design
Truckee Meadows Safe Streets and Roads for All	<ul style="list-style-type: none"> • 4th Street (Keystone Ave. to Evans Ave.) • 5th Street (Keystone Ave. to Evans Ave.) • 6th Street (Ralston St. to 4th St.) • Kirman Avenue (Cazassa Dr. to Kuenzli St.) • Sutro Street (Oddie Blvd. to N. McCarran Blvd.) • Vassar Street (Holcomb Ave. to Terminal Way) • Vine Street (Riverside Dr. to University Ter.) • Wells Avenue (Moran St. to 9th St.) • Rock Boulevard (Victorian Ave. to N. McCarran Blvd.) • Prater Way (Pyramid Hwy. to Pete's Way) • Sun Valley Boulevard (Scottsdale Rd. to 7th Ave.) 	\$62.5 Million	2025 (Pending Federal Funding)	Environmental

*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.

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This agreement is made and executed this ____ day of _____, 2023, 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:

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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

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WHEREAS, the projects listed in Exhibit A are located within the jurisdiction of the City and/or the County (the “Projects”).

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

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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 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.

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RTC agrees to perform the followings tasks and the County and the City hereby authorize the RTC to do so:

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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.

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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: _____
GENERAL COUNSEL

BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA

BY: _____
CHAIRMAN

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: _____
DEPUTY CITY ATTORNEY

Exhibit A
City of Sparks
New Projects for 2024

NAME	DESCRIPTION	EST. COSTS	PROPOSED YEAR OF CONSTRUCTION	WORK PHASE FOR FY2024
2024 Preventative Maintenance* (2023/2024)	Patching/slurry seals on regional roads	\$6.5 Million	2024	Design/Construction
2024 Roadway Reconstruction* (2023/2024)	Reconstruction/rehabilitation of failing segments of regional roads	\$14 Million	2024	Design/RW/Construction
2024 Corrective Maintenance* (2023/2024)	Patching/mill and fill/grind and overlays on segments of regional roads	\$2 Million	2024	Design/Construction
Traffic Signals and Intersection Improvements*	Intersection improvements throughout the region including new signals and geometry upgrades	\$6 Million	2024-2025	Design/RW/Construction
ITS/Traffic Management*	Improvements to regional infrastructure using new technology to manage traffic	\$4 Million	2023-2024	Design/RW/Construction
McCarran Boulevard Safety and Operational Improvements	Plumb Ln. to S. Virginia St.; El Rancho Dr. to Rock Blvd.	\$15 Million	2025	Design
Pyramid Highway Operational Improvements (Washoe County)	Add SB lane between Egyptian Dr. and Ingenuity Ave.	\$12 Million	2025	Design
Truckee Meadows Safe Streets and Roads for All	<ul style="list-style-type: none"> • 4th Street (Keystone Ave. to Evans Ave.) • 5th Street (Keystone Ave. to Evans Ave.) • 6th Street (Ralston St. to 4th St.) • Kirman Avenue (Cazassa Dr. to Kuenzli St.) • Sutro Street (Oddie Blvd. to N. McCarran Blvd.) • Vassar Street (Holcomb Ave. to Terminal Way) • Vine Street (Riverside Dr. to University Ter.) • Wells Avenue (Moran St. to 9th St.) • Rock Boulevard (Victorian Ave. to N. McCarran Blvd.) • Prater Way (Pyramid Hwy. to Pete's Way) • Sun Valley Boulevard (Scottsdale Rd. to 7th Ave.) 	\$62.5 Million	2025 (Pending Federal Funding)	Environmental

*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

Meeting Date: 2/24/2023

AGENDA ITEM 4.4.5

To: Regional Transportation Commission

From: Michele Chrystal, Property Agent

SUBJECT: Sale of APN 020-25-30 & 020-255-31 to adjoining property owner

RECOMMENDED ACTION

Approve the proposed sale of two remnant parcels acquired in connection with the Moana Lane Widening Project (APN 020-055-30 and APN 020-255-31) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1).

BACKGROUND AND DISCUSSION

The RTC acquired property for the Moana Lane Widening Project. RTC acquired these parcels for the project after September 7, 2011 for \$1,250,000. The project construction reduced the size of the parcels by about half to 17,270 square feet located at the southwest corner of Kietzke Lane and Moana Lane. These corner lots no longer have access from a street. The adjoining owners have access from their parcels without acquiring an easement or more land. Highest and best use is assemblage.

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

Parcel APN: 020-255-30 and 020-255-31 (formerly 020-055-016 and 020-255-615)

Buyer: Hillcrest Management Company, LLC

Sale Price: \$350,000.00

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

FISCAL IMPACT

Sale proceeds will be returned to the fund of origin.

PREVIOUS BOARD ACTION

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

EXHIBIT "A"

Project No. 180101299

APN: 020-255-16

That portion of Parcel 2 of Parcel Map 1436 for The Southland Corporation, recorded on March 14, 1983 as File No. 843177, Official Records of Washoe County, Nevada, situate within the Southeast 1/4 of Section 24, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, Washoe County, Nevada, more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 2, said point being on the south right-of-way line of Moana Lane as shown on said Parcel Map 1436;

Thence departing said south right-of-way line, along the west line of said Parcel 2, South 02°11'29" West, 48.43 feet to the **TRUE POINT OF BEGINNING**;

Thence departing said west line, South 87°46'08" East, 101.92 feet;

Thence South 42°45'02" East, 52.34 feet;

Thence along a curve to the right having a radius of 51.50 feet, a central angle of 10°56'48", with a chord bearing South 02°53'56" East, an arc length of 9.84 feet;

Thence North 90°00'00" East 0.23 feet to a point on the west right-of-way line of Kietzke Lane, as shown on said Parcel Map;

Thence along said west right-of-way line, South 02°11'29" West, 24.51 feet to the southeast corner of said Parcel 2;

Thence departing said west right-of-way line, along the south line of said Parcel 2, North 87°52'35" West, 140.00 feet to the southwest corner of said Parcel 2;

Thence departing said south line, along said west line of Parcel 2, North 02°11'29" East, 71.57 feet, to the **POINT OF BEGINNING**;

Containing an area of 9,271 square feet of land, more or less.

SUBJECT TO a Public Utility and Drainage Easement over the northerly 10 feet of the above described parcel, being a portion of Parcel 2 of Parcel Map 1436 for The Southland Corporation, recorded on March 14, 1983 as File No. 843177, Official Records of Washoe County, Nevada, situate within the Southeast 1/4 of Section 24, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, Washoe County, Nevada, more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 2, said point being on the south right-of-way line of Moana Lane as shown on said Parcel Map 1436;

Thence departing said south right-of-way line, along the west line of said Parcel 2, South 02°11'29" West, 48.43 feet;

Thence departing said west line, South 87°46'08" East, 2.50 feet to a point on the east line of a 2.5 foot wide public utility easement, as shown on said Parcel Map, said point being the **TRUE POINT OF BEGINNING**;

Thence departing said easement line, South 87°46'08" East, 99.42 feet;

Thence South 42°45'02" East, 43.28 feet to a point on the west line of a 7.5 foot wide public utility easement, as shown on said Parcel Map;

Thence along said west easement line, South 02°11'29" West, 14.16 feet;

Thence departing said west easement line, North 42°45'02" West, 49.16 feet;

Thence North 87°46'08" West, 95.27 feet to a point on the east line of said 2.5 foot wide public utility easement;

Thence along said east easement line, North 02°11'29" East, 10.00 feet, to the **POINT OF BEGINNING**;

Containing an area of 1,436 square feet, more or less.

BASIS OF BEARINGS: Grid North, NAD 83 (94 HARN) Nevada State Plane Coordinate System, West Zone, Modified,

Prepared by:

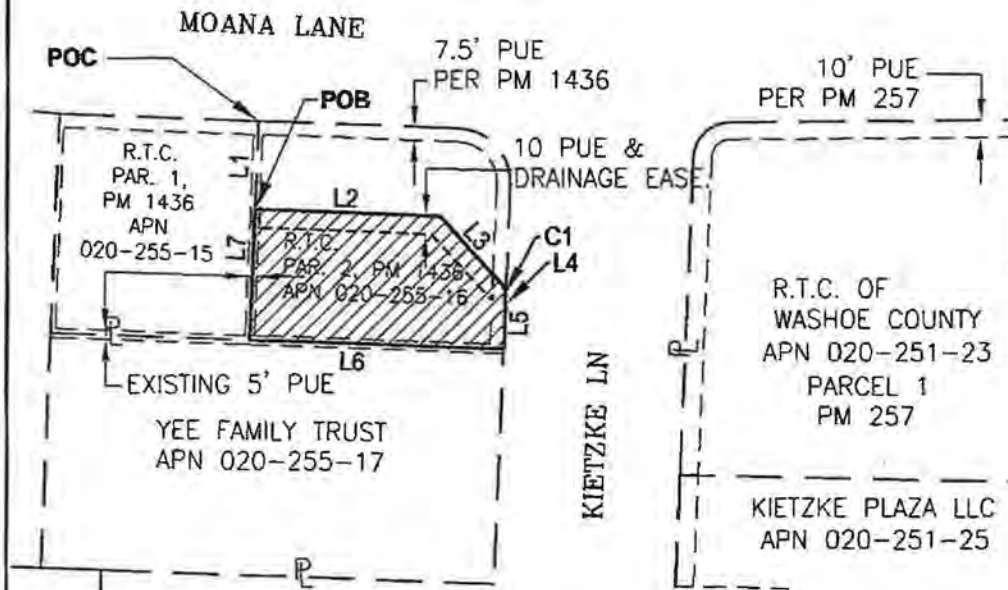
STANTEC CONSULTING SERVICES INC.

James R. Bedard
PLS 17044



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD BEARING
C1	9.84'	51.50'	10°56'48"	4.93'	S 02°53'56" E

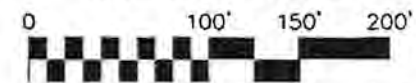
LINE	BEARING	DISTANCE
L1	S 02°11'29" W	48.43'
L2	S 87°46'08" E	101.92'
L3	S 42°45'02" E	52.34'
L4	N 90°00'00" E	0.23'
L5	S 02°11'29" W	24.51'
L6	N 87°52'35" W	140.00'
L7	N 02°11'29" E	71.57'



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

REFERENCES:
 1. PARCEL 2 OF PM NO. 1436, FILE 843177,
 RECORDED MARCH 14, 1983, WASHOE
 COUNTY, NEVADA.

GRAPHIC SCALE



1 inch = 100 ft.

AUGUST, 2014
 180101299



6995 Sierra Center Parkway, Suite 200
 Reno, Nevada, 89511
 www.stantec.com

AREA:
 9,271 SQUARE FEET OF LAND,
 MORE OR LESS.

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



Client/Project

RTC/MOANA LANE
 SEC.24, T19N, R19E, MDM
 RENO, WASHOE COUNTY, NV

Figure No.

1.0

Title

EXHIBIT "B"
 APN 020-255-16

closure-remain-02025516.txt

RTC - Moana Lane
180101299

Closure calculation
APN 020-255-16 Remainder

North: 14854882.2987' East: 2284603.6173'

Segment #1 : Line

Course: S87° 46' 07.52"E Length: 101.92'
North: 14854878.3307' East: 2284705.4600'

Segment #2 : Line

Course: S42° 45' 02.06"E Length: 52.34'
North: 14854839.8966' East: 2284740.9889'

Segment #3 : Curve

Length: 9.84' Radius: 51.50'
Delta: 010° 56' 48" Tangent: 4.93'
Chord: 9.82' Course: S02° 53' 55.63"E
Course In: S81° 37' 40.23"W Course Out: S87° 25' 31.49"E
RP North: 14854832.3981' East: 2284690.0377'
End North: 14854830.0847' East: 2284741.4857'

Segment #4 : Line

Course: S90° 00' 00.00"E Length: 0.23'
North: 14854830.0847' East: 2284741.7157'

Segment #5 : Line

Course: S02° 11' 29.13"W Length: 24.51'
North: 14854805.5926' East: 2284740.7785'

Segment #6 : Line

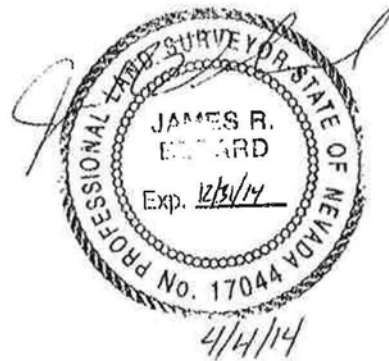
Course: N87° 52' 34.87"W Length: 140.00'
North: 14854810.7805' East: 2284600.8746'

Segment #7 : Line

Course: N02° 11' 29.13"E Length: 71.57'
North: 14854882.2981' East: 2284603.6114'

Perimeter: 400.40' Area: 9270.67 Sq. Ft.
Error Closure: 0.0060 Course: S84° 40' 24.11"W
Error North: -0.00056 East: -0.00597

Precision 1: 66735.00



closure-PUE-02025516.txt

RTC - Moana Lane
180101299

Closure Calculation
APN 020-255-16 PUE

North: 14854882.2014' East: 2284606.1154'

Segment #1 : Line

Course: S87° 46' 07.52"E Length: 99.42'
North: 14854878.3307' East: 2284705.4600'

Segment #2 : Line

Course: S42° 45' 02.06"E Length: 43.28'
North: 14854846.5495' East: 2284734.8389'

Segment #3 : Line

Course: S02° 11' 29.13"W Length: 14.16'
North: 14854832.3998' East: 2284734.2974'

Segment #4 : Line

Course: N42° 45' 02.06"W Length: 49.16'
North: 14854868.4988' East: 2284700.9272'

Segment #5 : Line

Course: N87° 46' 07.52"W Length: 95.27'
North: 14854872.2079' East: 2284605.7294'

Segment #6 : Line

Course: N02° 11' 29.13"E Length: 10.00'
North: 14854882.2006' East: 2284606.1118'

Perimeter: 311.29' Area: 1435.66 Sq. Ft.
Error Closure: 0.0037 Course: S78° 13' 54.44"W
Error North: -0.00075 East: -0.00361

Precision 1: 84132.43



EXHIBIT "A"

Project No. 180101299

APN: 020-255-15

That portion of Parcel 1 of Parcel Map 1436 for The Southland Corporation, recorded on March 14, 1983 as File No. 843177, Official Records of Washoe County, Nevada, situate within the Southeast 1/4 of Section 24, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, Washoe County, Nevada, more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 1, said point being on the south right-of-way line of Moana Lane as shown on said Parcel Map 1436;

Thence departing said south right-of-way line along the west line of said Parcel 1, South 02°11'29" West, 42.96 feet to the **TRUE POINT OF BEGINNING**;

Thence departing said west line, South 81°27'12" East, 47.85 feet;

Thence South 87°46'08" East, 62.44 feet to a point on the east line of said Parcel 1;

Thence along said east line, South 02°11'29" West, 71.57 feet to the southeast corner of said Parcel 1;

Thence departing said east line, along the south line of said parcel, North 87°52'35" West, 110.00 feet to the southwest corner of said parcel;

Thence departing said south line, along said west line of Parcel 1, North 02°11'29" East, 77.04 feet, to the **POINT OF BEGINNING**;

Containing an area of 8,009 square feet of land, more or less.

SUBJECT TO a Public Utility and Drainage Easement over the northerly 10 feet of the above described parcel, being a portion of Parcel 1 of Parcel Map 1436 for The Southland Corporation, recorded on March 14, 1983 as File No. 843177, Official Records of Washoe County, Nevada, situate within the Southeast 1/4 of Section 24, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, Washoe County, Nevada, more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 1, said point being on the south right-of-way line of Moana Lane as shown on said Parcel Map 1436;

Thence departing said south right-of-way line along the west line of said Parcel 1, South 02°11'29" West, 42.96 feet;

Thence departing said west line, South 81°27'12" East, 2.52 feet to a point on the east line of a 2.5 foot wide public utility easement as shown on said Parcel Map, said point being the **TRUE POINT OF BEGINNING**;

Thence departing said easement line, South 81°27'12" East, 45.33 feet;

Thence South 87°46'08" East, 59.94 feet to a point on the west line of a 2.5 foot wide public utility easement as shown on said Parcel Map;

Thence along said easement line, South 02°11'29" West, 10.00 feet;

Thence departing said easement line, North 87°46'08" West, 60.50 feet;

Thence North 81°27'12" West, 44.77 feet to a point on the east line of said easement;

Thence along said easement line, North 02°11'29" East, 10.06 feet, to the **POINT OF BEGINNING**;

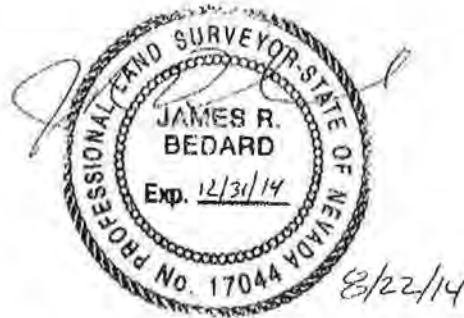
Containing an area of 1,053 square feet, more or less.

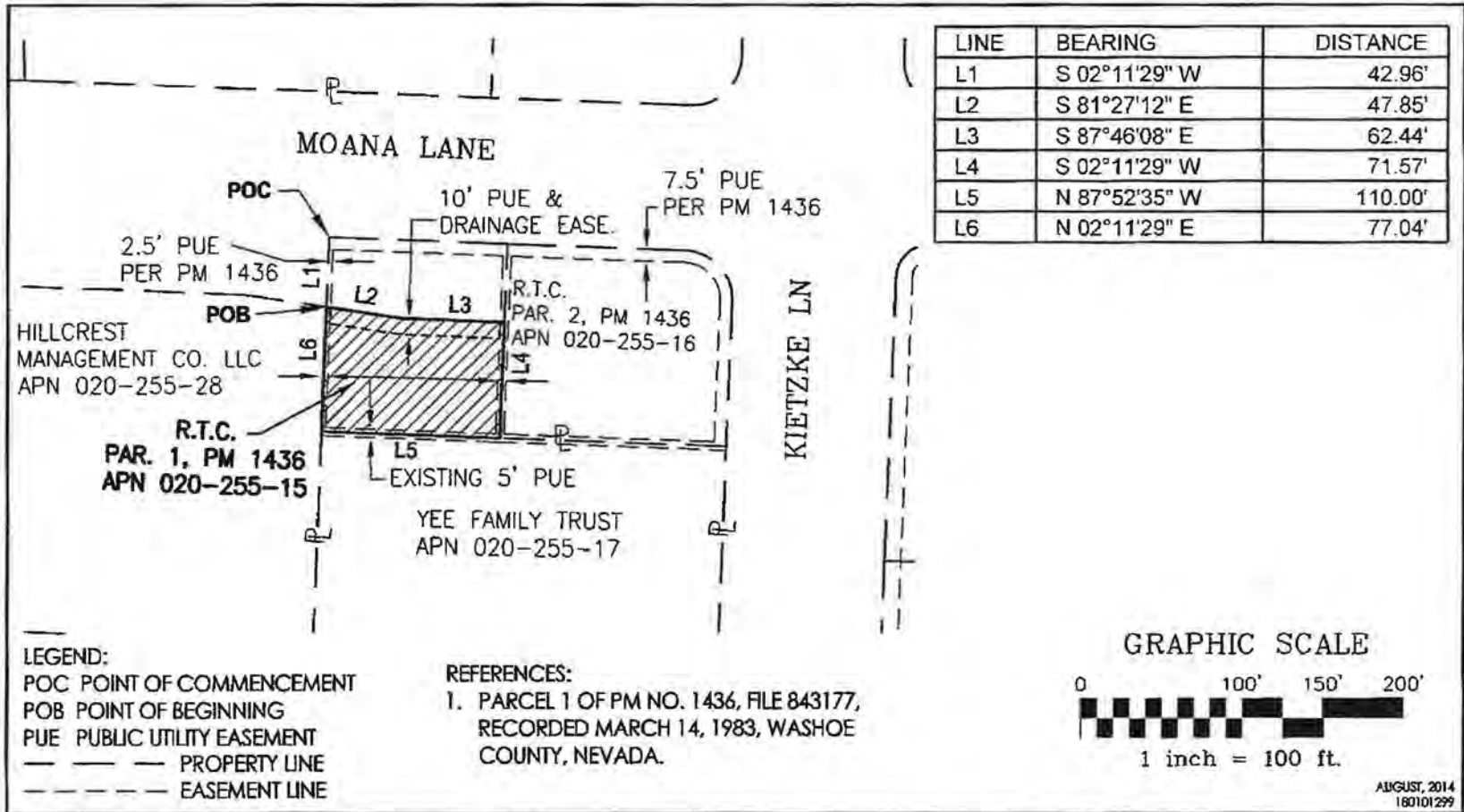
BASIS OF BEARINGS: Grid North, NAD 83 (94 HARN) Nevada State Plane Coordinate System, West Zone.

Prepared by:

STANTEC CONSULTING SERVICES INC.

James R. Bedard
PLS 17044





6995 Sierra Center Parkway, Suite 200
 Reno, Nevada, 89511
 www.stantec.com

AREA:
 8009 SQUARE FEET OF LAND,
 MORE OR LESS.

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



Client/Project
 RTC/MOANA LANE
 SEC.24, T19N, R19E, MDM
 RENO, WASHOE COUNTY, NV

Figure No.
 1.0

Title
 EXHIBIT "B"
 APN 020-255-15

closure-remain-02025515.txt

RTC - Moana Lane
180101299

Closure calculation
APN 020-255-15 Remainder

North: 14854891.8409' East: 2284493.9020'

Segment #1 : Line

Course: S81° 27' 12.38"E Length: 47.85'
North: 14854884.7298' East: 2284541.2207'

Segment #2 : Line

Course: S87° 46' 07.52"E Length: 62.44'
North: 14854882.2988' East: 2284603.6133'

Segment #3 : Line

Course: S02° 11' 29.13"W Length: 71.57'
North: 14854810.7811' East: 2284600.8766'

Segment #4 : Line

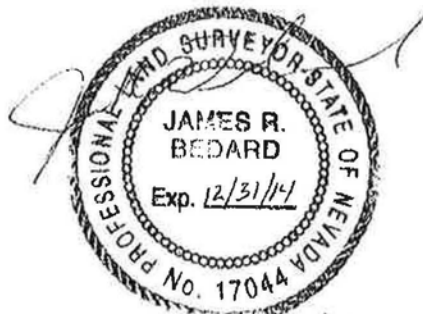
Course: N87° 52' 34.87"W Length: 110.00'
North: 14854814.8573' East: 2284490.9522'

Segment #5 : Line

Course: N02° 11' 29.13"E Length: 77.04'
North: 14854891.8410' East: 2284493.8981'

Perimeter: 368.90' Area: 8009.02 Sq. Ft.
Error Closure: 0.0040 Course: N88° 49' 58.34"W
Error North: 0.00008 East: -0.00398

Precision 1: 92225.00



closure-PUE-02025515.txt

RTC - Moana Lane
180101299

Closure calculation
APN 020-255-15 PUE

North: 14854891.4671' East: 2284496.3896'

Segment #1 : Line

Course: S81° 27' 12.38"E Length: 45.33'
North: 14854884.7304' East: 2284541.2162'

Segment #2 : Line

Course: S87° 46' 07.52"E Length: 59.94'
North: 14854882.3968' East: 2284601.1107'

Segment #3 : Line

Course: S02° 11' 29.13"W Length: 10.00'
North: 14854872.4041' East: 2284600.7284'

Segment #4 : Line

Course: N87° 46' 07.52"W Length: 60.50'
North: 14854874.7596' East: 2284540.2742'

Segment #5 : Line

Course: N81° 27' 12.38"W Length: 44.77'
North: 14854881.4130' East: 2284496.0014'

Segment #6 : Line

Course: N02° 11' 29.13"E Length: 10.06'
North: 14854891.4656' East: 2284496.3861'

Perimeter: 230.62' Area: 1052.77 Sq. Ft.
Error Closure: 0.0038 Course: S67° 17' 13.35"W
Error North: -0.00146 East: -0.00350

Precision 1: 60684.21



RESOLUTION

RESOLUTION AUTHORIZING THE SALE OF A REMNANT PARCELS ACQUIRED IN CONNECTION WITH THE MOANA LANE WIDENING PROJECT (APN# 020-055-30, 020-255-31)

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

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

WHEREAS, the parcels depicted on the map attached hereto as Exhibit A (APN# 020-255-30, 020-255-31) is a remnant of a larger parcels that was needed for the Project; and

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

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

1. It is in the best interest of the RTC to sell the parcels (APN# 020-255-30, 020-255-31) to an adjoining property owner for the following price: \$350,000.00.
2. The Executive Director is authorized to execute a sale agreement and other documents necessary to complete the sale.

PASSED, ADOPTED AND APPROVED on February 24, 2023.

Ed Lawson, Chair
Regional Transportation Commission of
Washoe County



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.5.1

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Contract with Marathon Finishing Systems, Inc. - Design and Install a Hydrogen Fueled Service Bay

RECOMMENDED ACTION

Approve a contract with Marathon Finishing Systems, Inc., to modify an existing maintenance structure at 1301 East Sixth Street to design and install a Hydrogen Fueled Service Bay in support of the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project, in an amount not-to-exceed \$268,099.58.

BACKGROUND AND DISCUSSION

Based on RTC's FY2021 Low or No Emission Bus Program grant awarded by the Federal Transit Administration (FTA), this is a sole source procurement for the modification of an existing maintenance structure located at 1301 East Sixth Street to install a Hydrogen Fueled Service Bay in support of the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project. With Board approval of the recommendation to award to Marathon Finishing Systems, Inc., RTC plans to begin work on the project March 2023, with project completion scheduled for late 2023.

FISCAL IMPACT

Funding for this project in the amount of \$268,099.58 is made possible through the FY 2021 Low or No Emission Bus Program (5339(c)) grant.

PREVIOUS BOARD ACTION

- November 17, 2022 Approved three (3) contracts with Air Products and Chemicals, Inc., to implement the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment Project: Sale of Equipment Contract in an amount not to exceed \$4,945,000; Maintenance Service Contract at no cost with respect to the equipment; and the Hydrogen Supply Agreement not to exceed \$270,000.
- March 18, 2022 Approved a contract with Krueger Transport, LLC, to provide a consultant study for the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project in an amount not-to-exceed \$180,000.

CONTRACT
BETWEEN
THE REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
AND
MARATHON FINISHING SYSTEMS, INC.

This Contract, made this _____ day of _____, 2023, by and between the Regional Transportation Commission of Washoe County (hereinafter "RTC"), and Marathon Finishing Systems, Inc. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, RTC approached Marathon Finishing Systems, Inc. (Contractor) and requested a Proposal to perform design and installation services in connection with RTC's Hydrogen Fuel Cell Project as outlined in the FY2021 Low or No Emission Bus Grant Program (5339(c)); and

WHEREAS, RTC's Hydrogen Fuel Cell Project is a multi-phase effort to upgrade existing facilities to allow for the installation of the hydrogen fuel cell service bay; and

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

Article 1. Scope of Work. Contractor shall furnish all of the materials and perform all of the work in their Scope of Work attached as Attachment A.

Article 2. Notice to Proceed

Contractor shall not commence work, nor incur any expense therewith, before receiving notification to proceed with the work. The work to be performed under this Contract shall commence within five (5) calendar days of the commencement date set forth in the Notice to Proceed.

The following performance periods shall apply:

- [A] Unless otherwise directed or approved by the RTC Project Manager, all work shall be accomplished during Normal Working Hours that are defined as being from 7:00 a.m. to 7:00 p.m., Monday through Friday. Contractor shall not perform any work within signalized intersections on weekdays from 7:00 A.M. to 9:00 A.M. or 4:00 P.M. to 6:00 P.M.

Article 3. The Contract Sum. The RTC shall pay Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Scope of Work and to the satisfaction of the RTC, amounts as set forth in Contractor's Scope of Work. The Scope of Work not to exceed amount of \$268,099.58 includes all work and materials to perform the basic scope of work as defined in Article 1.

Article 4. Acceptance and Final Payment. As soon as practical following completion of the work, Contractor shall make a written request to the RTC for final inspection and acceptance of the work. Except with respect to payments withheld from a progress payment or retainage reasonably sufficient to

pay the expenses the RTC expects to incur as a result of the failure of Contractor to comply with the Contract, applicable billing code, law or regulation, the remaining balance shall be paid within thirty (30) calendar days of:

- [A] The occurrence of one (1) or more of the conditions of NRS 338.520; or
- [B] Contractor submits evidence satisfactory to the RTC that all payrolls, bills for materials, interest or retention and all other indebtedness connected with the work have been paid, or
- [C] No claims, liens or outstanding debts have been filed against the work in response to any 'Notice of Completion' which RTC may file with the County Recorder. In the event any claims, liens or outstanding debts are filed against the work, the parties agree that the RTC may continue to hold the retainage until such time as the claims, liens or outstanding debts are resolved.

Article 5. Fair Employment Practices. In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement 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.

Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by Contractor shall constitute a material breach of Contract.

Article 6. No Third Party Beneficiary. This agreement and the rights and obligations arising therefrom are strictly for the benefit of the parties to this Agreement. The parties agree that any benefit asserted by any third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit arising from the performance or non-performance of this Agreement and is not intended to create a right of action in any person not a signatory to this Agreement.

Article 7. Prevailing Wage. In addition to the requirements set out in Section 100.15 – “Compliance With Laws And Local Labor And Material Requirements” of the Standard Specifications, Contractor shall abide by the Nevada Revised Statutes (NRS) 338. Contractor’s attention is specifically directed to the reporting requirements stipulated under NRS 338.070 and the consequences of violating prevailing wage payments or reporting requirements stipulated under NRS 338.060.

Pursuant to NRS 338.060, the Nevada legislature has adopted certain penalties if workers on public work projects are paid less than the designated prevailing wage rate. The provisions of NRS 338.060 are incorporated herein by this reference. Contractor agrees to comply with the provisions of NRS 338.060 and Contractor’s failure to comply with the provisions of NRS 338.060 shall have the effects set forth in NRS 338.060.

The Contractor and all subcontractors (at ALL tiers) are required to submit certified payroll reports and labor compliance documentation using the RTC’s electronic certified payroll system Contractor and each subcontractor will be given a Log On identification and password to access the system. The required documentation shall be transmitted to Pamela Fox-Reid at wagecomplyrtc@trifoxllc.com. The name and

contact information of the Payroll Officer who prepared the required documentation shall be displayed clearly on reports.

Contractor and all Subcontractors (at ALL tiers) are required to submit certified payroll reports and labor compliance documentation. It shall be Contractor's responsibility to comply with, and ensure compliance by all subcontractors to these provisions.

Contractor shall also provide a "Weekly Subcontractor Report" listing all subcontractors who worked on the project the previous week. This report shall be updated and submitted electronically to wagecomplyrtc@trifoxllc.com. An electronic copy of the "Weekly Subcontractor Report" in Microsoft Excel can be obtained from RTC's project manager.

Article 8. Apprentice Utilization Act. Effective January 1, 2020, contractors and subcontractors are required to comply with Senate Bill 207 (2019), i.e. the Apprenticeship Utilization Act, if and when engaged in "vertical construction" and/or "horizontal construction" on a "public work" as those terms are defined in NRS chapter 338.

- [A] Contractor shall transmit documentation to Pamela Fox-Reid at wagecomplyrtc@trifoxllc.com.
- [B] Contractors/subcontractors will upload any Apprenticeship Agreements to LCP Tracker.
- [C] Contractors/subcontractors will upload any Apprenticeship Verifications to LCP Tracker.
- [D] Upon the request of a contractor or subcontractor and submittal of any necessary supporting documentation, RTC will submit a request to the Labor Commissioner to modify or waive the percentage of hours of labor provided by one or more apprentices for "good cause."
- [E] Contractors/subcontractors will upload any approved waivers to LCP Tracker.

For additional information, please contact the Nevada Labor Commissioner or visit its website at <http://labor.nv.gov/>

Article 9. Insurance. 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.

In conjunction with the performance of the work required by the terms of this Agreement, Contractor shall obtain all types of amounts of insurance set forth in Attachment B, and shall comply with all provisions set forth therein.

Article 10. Indemnification and Hold Harmless. Contractor's obligation under this provision is set forth in Attachment B, and shall comply with all provisions set forth therein.

Article 11. Miscellaneous Provisions. Pursuant to NRS 338.125(2), in connection with the performance of work under this contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, 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.

Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Pursuant to NRS 338.130, the Nevada legislature has adopted certain preferential hiring practices in relation to contracts for the construction of public works. The provisions of NRS 338.130 are incorporated herein by this reference. Contractor agrees to comply with the provisions of NRS 338.130 and Contractor's failure to comply with the provisions of NRS 338.130 shall have the effects set forth in NRS 338.130.

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

Article 12. FEDERAL FORMS AND CLAUSES. Contractor has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". Contractor affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, Contractor agrees to comply with the federally required clauses set forth in Attachment C.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

MARATHON FINISHING SYSTEMS, INC.

By: _____
Christian Rerucha, President/CEO

**ATTACHMENT A
SCOPE OF WORK**

SAMPLE

ATTACHMENT A

SCOPE OF SERVICES

Marathon Finishing Services will accomplish the following design and installation scope of services for \$268,099.58 on a payment basis. The timeline for this project is after the scope of services in #12. Below, and the Cost Breakdown is in Exhibit B.

Marathon Finishing Services (MFS) Hydrogen Fueled Service Bay (H2SB) proposed project will be executed in 10 primary phases, as follows:

1. Design

This project will include the design for a Hydrogen Fueled Service Bay (H2SB) within the existing facility at 1301 East Sixth Street, Reno, Nevada in a location currently used for CNG powered transportation vehicle service/storage.

The H2SB and associated ventilation and control equipment will operate independently of all other HVAC systems and equipment in the building. Our design will include the necessary MEP and FP systems to support:

- 1) Design of new ductwork and equipment as required
- 2) Electrical power design
- 3) Fire alarm system interconnection (if applicable)
- 4) Fire protection design for the H2SB sprinkler system.

2. Product Specifications

MFS will provide a H2 Hydrogen Service Bus Bay, Model: HSB144815-13L.

The H2 Service Bay (H2SB) is engineered to safely service hydrogen powered vehicles. The H2SB is designed to continuously move air while sensing for any hydrogen in the air. The system will automatically speed up to purge all hydrogen out of the building in case of a release. Unit is manufactured out of 18ga steel and powder coated white. Other product specs are:

- Size: Inside Dimensions 14' wide x 15' tall x 48' long (approx)
- Fan size: (2) 16" Fan
- Air Flow: 1200 CFM during standard operation, 4800 CFM during alarm purge mode.
- Lights: Qty 13, Class I, Div. 2 Classified hazardous location light fixtures
- Curtains: Clear Goffs curtains that drop 3' below edge of hood. NFPA rated
- Control Panel: H2 Service Bay specific control panel with all alarms and visual beacons required by code. 208/240/460v
- Gas Sensor: H2 gas sensor with controller and 12hr backup battery

Marathon Finishing Services will include the mechanical and electrical installation of the H2SB including all supplied components. See installation terms and conditions in Attachment B. Shipping to site location is also included.

3. Design of Heating and Ventilation System

The Reno Washoe building at 1301 East Sixth Street, Reno, NV does not contain a heating or ventilation system. Marathon Finishing Services will design a HVAC System. This system will be designed to provide industry standard indoor temperature conditions suitable for vehicle service personnel. HVAC unit(s) are not included.

Design of the ventilation systems to support the H2SB will take into account:

- Hydrogen Exhaust System
- Existing Service Area Exhaust Systems Interlocks
- Existing Service Area HVAC Systems Interlocks
- Hydrogen Detection and Notification System
- Design of new HVAC system for the facility. HVAC design will be in accordance with the current codes and requirements of the following governing authorities:
 - 2018 International Building Code - 2018 Uniform Mechanical Code
 - 2018 International Mechanical Code
 - 2018 International Energy Conservation Code

4. Electrical & Field Verification

- Design of the modifications to the installed electrical distribution equipment within the facility to serve the H2SB, ventilation systems, and control systems.
- Electrical design for all new HVAC equipment.

All electrical design will be in accordance with the current codes and requirements of the following governing authorities:

- 2018 International Building Code
- 2017 National Electric Code
- 2018 International Energy Conservation Code

5. Concrete Engineering Design

- Marathon Finishing Services will conduct a structural review of the existing floor and design narrative with requirements for a new floor (if required). Marathon finishing services will perform this work where the buses will be serviced, lifted and repaired.
- Any coring of existing floor and testing to determine existing thickness, strength, etc.

would be outside scope.

- Concrete is not included

6. Fire Alarm & Fire System Design for the new H2SB Systems

- Marathon Finishing Services project engineer will meet with the local Reno officials to coordinate local specific requirements for fire alarm and fire system design. The fire alarm will be designed in accordance with the current codes and requirements of the following governing authorities:

-2018 International Building Code

-2018 International Fire Code (w/Amendments) see specifications of services included

7. Permitting Assistance

-Marathon Finishing Services after design will prepare the total itemized permit submission package for the project to be submitted to the permitting authorities (AHJ) by the General Contractor.

-Marathon Finishing Services will support the needs of RTC and the contractors during the permitting and construction phases.

-Marathon Finishing services will meet with the AHJ's to present the HFVSRA overview, code summary, and the MEP systems as designed for the facility as well as provide recommendations for addressing code issues that arise during permitting, design, or construction.

8. Project Management

Marathon finishing services will supply a project manager to attend a pre-bid walk-through meeting on site to review the projects construction documents

- Marathon Finishing Services PM will coordinate and review the projects progress and provide a quarterly report with the owners representatives and contractors

- Marathon Finishing Services project manager will attend up to 4 conference calls during the construction phase to coordinate and review the projects progress with the owners representatives and contractors.

- Marathon Finishing Services will provide one site visit by MEP engineers during the construction phase to review the installations for general compliance with the construction documents and generate a final punch lists prior to the end of the construction phase.

9. Commissioning

- Marathon Finishing Services will generate all required final affidavits for certificate of occupancy subsequent to:
 - Receiving written confirmation from general contractor that all items in final punch lists have been completed.
 - Receiving all of the following close-out documents from general contractor:
 1. Fire Alarm Certificate of Completion
 2. Testing, Adjusting and Balancing Report
 3. Commissioning Report.
 4. The functional testing and validation of the H2SB controls, ventilation systems, H2 Detection, and alarming systems including: Exhaust System, Hydrogen Detection and Notification System, Control Panel and Alarms and Controls Interlocks, and HVAC.
 5. HVAC for the facilities maintenance building.
- Marathon Finishing Services will develop a set of unique Functional Test Procedures designed to verify the hydrogen detection system, associated fans and dampers, and controls system integration and reporting. These procedures will be based on the project documents and the submitted and approved sequence of operations.
- Marathon Finishing Services will review all testing and balancing reports associated with the hydrogen detection and ventilation system.
- Functional Testing will be conducted at the direction of the commissioning agent with the help of the installing contractor.

Any issues identified during functional testing will be documented in an issues log.

- Marathon Finishing Services will complete a commissioning report with all documentation required by the code and authority-having jurisdiction (AHJ) following an acceptable test of the hydrogen control system. Typically, this report is a collection of all the information that the future operators of the space will need.

The report shall include:

1. Testing methodology and results;
 2. Operating Sequences; and
 3. Approved balancing reports and submittals.
- Marathon Finishing Services will coordinate final acceptance testing of the hydrogen control system to be witnessed by the authority's holding jurisdiction. By providing the Commissioning Report, Marathon Finishing Services will be making a statement

of what the test results were on the day of the testing, and whether the test results were satisfactory or not.

- Submittal of the report does not guarantee future performance, express, or imply warrantee of any equipment.

10. Construction Phase Services

-The RTC and Marathon Finishing Services shall enter into a separate Construction Services agreement following the approved completion of final design. The scope of this may include additional costs for general contractor, electrical contractor, fire suppression system, roofing contractor, duct work, HVAC unit, building modifications, permits fees (if applicable), additional site visits, fork lift and any equipment rentals and additional engineering.

11. Optional additional scope items

Marathon finishing services will provide design reservices to relocate the door on the facilities maintenance shop building and to remove the evaporator cooler and replace it with an HVAC unit (to be provided by RTC). This will enable the hydrogen fueling station to have appropriate setback distances per NFPA-2 code. These will be at an additional cost.

12. Schedule

- We will deliver complete, professionally stamped final construction plans and all required affidavits within 8-12 weeks after receipt of this executed proposal, payment/deposit and all of the following documents and plans.

WBS	Task Name	Duration	Start	Finish
1	Site plan evaluation	8 weeks	3/15/23	5/10/23
2	Design	4-6 weeks	5/10/23	6/14/23
3	Manufacturing	10-12 weeks	6/14/23	8/30/23
4	Delivery and Installation	8 weeks	8/30/23	10/25/2023

EXHIBIT B

COST BREAKDOWN

Marathon Finishing Services project scope cost breakdown per task is detailed below.

Item	Name	Total Price
1	Marathon Finishing H2 Hydrogen Service Bus Bay Model: HSB144815-13L	\$136,300.00
2	Mechanical and electrical installation of the Marathon H2 Service Bay including all supplied components	\$25,199.58
3	Shipping	\$5,600.00
4	MEP/Fire Protection Design	\$26,450.00
5	Permitting Assistance	\$6,900.00
6	Project Management	\$6,900.00
7	Commissioning	\$5,750.00
8	HVAC System Design	\$33,000.00
9	Concrete Engineering Design	\$22,000.00
TOTAL:		\$268,099.58

**ATTACHMENT B
INDEMNIFICATION AND INSURANCE REQUIREMENTS**

SAMPLE

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PUBLIC WORKS CONSTRUCTION**

Project Cost < \$500,000

2022-03-09 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

- A. Any errors, omissions, recklessness, or intentional misconduct in the performance of the work or services rendered by CONTRACTOR, its subcontractors and subconsultants (collectively "Subs"), and its employees, agents, officers, directors, , or anyone else for whom CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, Subs, or anyone else for whom CONTRACTOR is legally responsible; and
- C. The 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, or equipment (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any violation or infringement resulting from the modification or alteration by the Indemnitees of any materials, devices, processes, or equipment (including software) not consented to by CONTRACTOR; and
- D. The use by the Indemnitees, including their consultants and subconsultants, of equipment, parts and other articles supplied by CONTRACTOR under this Agreement to the extent such Damages are caused by defects in the design, marketing or manufacturing of the equipment, parts and other articles.

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

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

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

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

3. GENERAL REQUIREMENTS

Prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage, CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, 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, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure

of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

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

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 and CG 20 37 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

CONTRACTOR waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained

pursuant to this agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than **\$1,000,000** each occurrence for at least 5 years following substantial completion of the work.

- A. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- B. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- C. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

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

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

13. PROPERTY INSURANCE

Before the start of work, CONTRACTOR shall obtain and maintain in force Builder's Risk insurance upon the entire Project. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum plus the value of any subsequent changes in the contract sum as well as the cost of labor, materials or equipment supplied by others. The insurance shall apply on replacement cost basis.

The insurance as required in this section shall have additional named insureds RTC, CONTRACTOR, and all subcontractors and sub-subcontractors of any tier in the work.

The insurance as required in this section shall cover the entire work at the site identified herein including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

CONTRACTOR shall purchase and maintain equipment breakdown/boiler and machinery insurance required by the contract documents or by law, covering insured objects during installation, testing and until final acceptance by RTC. This insurance shall name as insureds RTC, CONTRACTOR, and all subcontractors and sub-subcontractors of any tier in the work.

The insurance shall, at a minimum, cover the causes of loss insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse and other ensuing loss or resulting damage from design error, omission, or defective construction methods, design, specifications, workmanship or materials.

CONTRACTOR shall be responsible for any deductible amounts and coinsurance penalties.

CONTRACTOR and RTC waive all rights against each other and each of their subcontractors, sub-subcontractors, officers, directors, agents, and employees, for recovery for damages caused by fire and other perils to the extent covered by builder's risk insurance purchased pursuant to this agreement, or any other property insurance applicable to the work.

This insurance shall remain in effect until final acceptance by RTC and the local jurisdiction(s) unless another date is agreed to in writing between the RTC and Contractor prior to any such cancellation or termination of coverage. CONTRACTOR shall notify RTC in writing prior to the cancellation or termination of any coverage required under this section.

Partial occupancy or use of any public building or project shall not commence until CONTRACTOR has secured the consent of the insurance company or companies providing the coverage required in this paragraph. CONTRACTOR shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent with the RTC, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

Prior to commencement of the work, CONTRACTOR shall provide certificates of insurance for the insurance coverage obtained in compliance with this paragraph.

In addition, the following coverages and limits will be required:

- 1) Earth Movement Coverage: Coverage and limits for the full project cost.
- 2) Flood: If the Project is located in a Special Flood Hazard Area (i.e. A or V, inclusive of 100-year flood exposures), coverage and limits for the full project cost.

**ATTACHMENT C
FEDERALLY REQUIRED CLAUSES**

SAMPLE

FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200 for purposes of supporting price reasonableness. This access includes timely and reasonable access to personnel for interviews and discussions related to the records.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

The Contractor shall at all times comply with all required FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement provided that RTC shall provide advanced written notice of any changes.

Per Clause 1 above, the Contractor is a third party contractor and not a subrecipient of FTA funding. To the extent such provisions as written in the FTA Master Agreement (Form FTA MA (2) dated February 9, 2021) are directly applicable to third party contractors, the Contractor shall comply if not in conflict with any other provision of the Definitive Agreements. Contractor is not obligated to comply with any provisions which are only applicable to RTC (i.e., as the recipient) or any subrecipient.

5 - 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 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

11 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, “Non-procurement Suspension and Debarment,” 2

CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, 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.

12 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

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

covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the RTC.

13 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.
- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

14 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16 - BUY AMERICA [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

17 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
- B. Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, “Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

18 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-CONSTRUCTION

- A. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall

compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- B. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by this clause.
- C. The Federal Transit Administration shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- D. In any subcontracts, Contractor and its subcontractors shall insert the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Agreement.

19 - 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.

20 - RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and the regulatory provisions of 40 C.F.R. Part 247.

21 - TRANSIT ASSET MANAGEMENT

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5326 and 49 C.F.R. Part 625, as may be amended.

SAMPLE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20 that: The undersigned Contractor certifies, to the best of his or her knowledge and belief,

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron or manufactured products.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

AFFIDAVIT OF NON-COLLUSION

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

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

Firm Name: _____

Signed: _____

Print: _____

Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.5.2

To: Regional Transportation Commission

From: James Gee, Service Planning and Innovation Manager

SUBJECT: 2023 Title VI Report

RECOMMENDED ACTION

Approve an update to the RTC 2023 Title VI Report.

BACKGROUND AND DISCUSSION

Title VI of the Civil Rights Act of 1964 requires that state and local governments that receive Federal funds carry out their responsibilities and provide services in a manner that does not discriminate on the basis of race, color, and national origin.

The Regional Transportation Commission of Washoe County (RTC) is the transit service provider for Washoe County, Nevada. Fixed route and paratransit services are provided by private operators under contract. The Federal Transit Administration (FTA) is the leading federal agency overseeing the RTC's compliance with the requirements of Title VI. These requirements are expanded through the detailed guidance set out in FTA Circular C4702.1B of October, 2012. The attached report has been developed by RTC staff in accordance with the provisions as they relate to the functions of the RTC as the transit agency. The development and passage of this report is a requirement every three years from FTA to continue to receive federal dollars for public transit services.

FISCAL IMPACT

The development and passage of this report is required every three years to continue to receive federal dollars for public transit services.

PREVIOUS BOARD ACTION

7/17/2020 The Board accepted and approved the RTC 2020 Title VI Report Update.

**TITLE VI REPORT UPDATE FOR THE
REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

**SUBMITTED TO THE FEDERAL
TRANSIT ADMINISTRATION
IN ACCORDANCE WITH TITLE
VI OF THE CIVIL RIGHTS ACT OF 1964
Revised February 24, 2023**

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INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC) serves three roles for the Washoe County urban area: it is the Metropolitan Planning Organization (MPO), the transit service provider, and builds and maintains the regional roadway network. As the MPO, RTC conducts a collaborative short and long-range multimodal transportation planning program. RTC develops the 20-year Regional Transportation Plan (RTP), 5-year Regional Transportation Improvement Program (RTIP), 1-year Unified Planning Work Program (UPWP), and the Public Participation Plan.

As the transit service provider, RTC operates the regional fixed route bus system branded as RIDE, the demand- responsive FlexRIDE microtransit service, RTC ACCESS paratransit for the disabled, a commuter bus service called RTC REGIONAL CONNECTOR, and RTC VANPOOL. Figure 1 - RTC Washoe System Map is included on the following page. The RTC RIDE fixed route bus service provided approximately 14,000 trips per day in CY 2022. The RTC also offers two RAPID bus rapid transit services. The Virginia Line RAPID which operates on Virginia Street provides connections between Meadowood Mall and the University of Nevada, Reno. The Lincoln Line RAPID operates on the 4th/Prater corridor between Reno and Sparks. Both services provide a 10 minute frequency for most hours of the day and use 40-foot battery electric buses. The RAPID services also include level boarding areas and traffic signal prioritization technology that allows buses to extend the green light at intersections. This design helps the RTC RAPID buses move faster and compete with auto travel times.

As the agency responsible for maintenance of the regional road network, RTC is responsible for planning, designing, and constructing regional road projects. In addition to new capacity, the RTC emphasizes maximizing the life of existing roadway infrastructure by funding a preventive maintenance program that keeps roads in good condition. The RTC's regional Intelligent Transportation System (ITS) program maximizes the operational efficiency of the existing roadway network by coordinating traffic signals and other communications technology.

Title VI of the Civil Rights Act of 1964 requires that state and local government that are in receipt of Federal funds carry out their responsibilities and provide services in a manner that does not discriminate on the basis of race, color, and national origin. The Federal Transit Administration (FTA) is the leading federal agency overseeing the RTC's compliance with the requirements of Title VI. These requirements are expanded through the detailed guidance set out in FTA Circular 4702.1B of October, 2012. This report has been developed by the RTC in accordance with the provisions of Circular 4702.1B as they relate to the functions of the RTC as the transit agency for Washoe County, Nevada.



RTC WASHOE SYSTEM MAP

FALL 2022

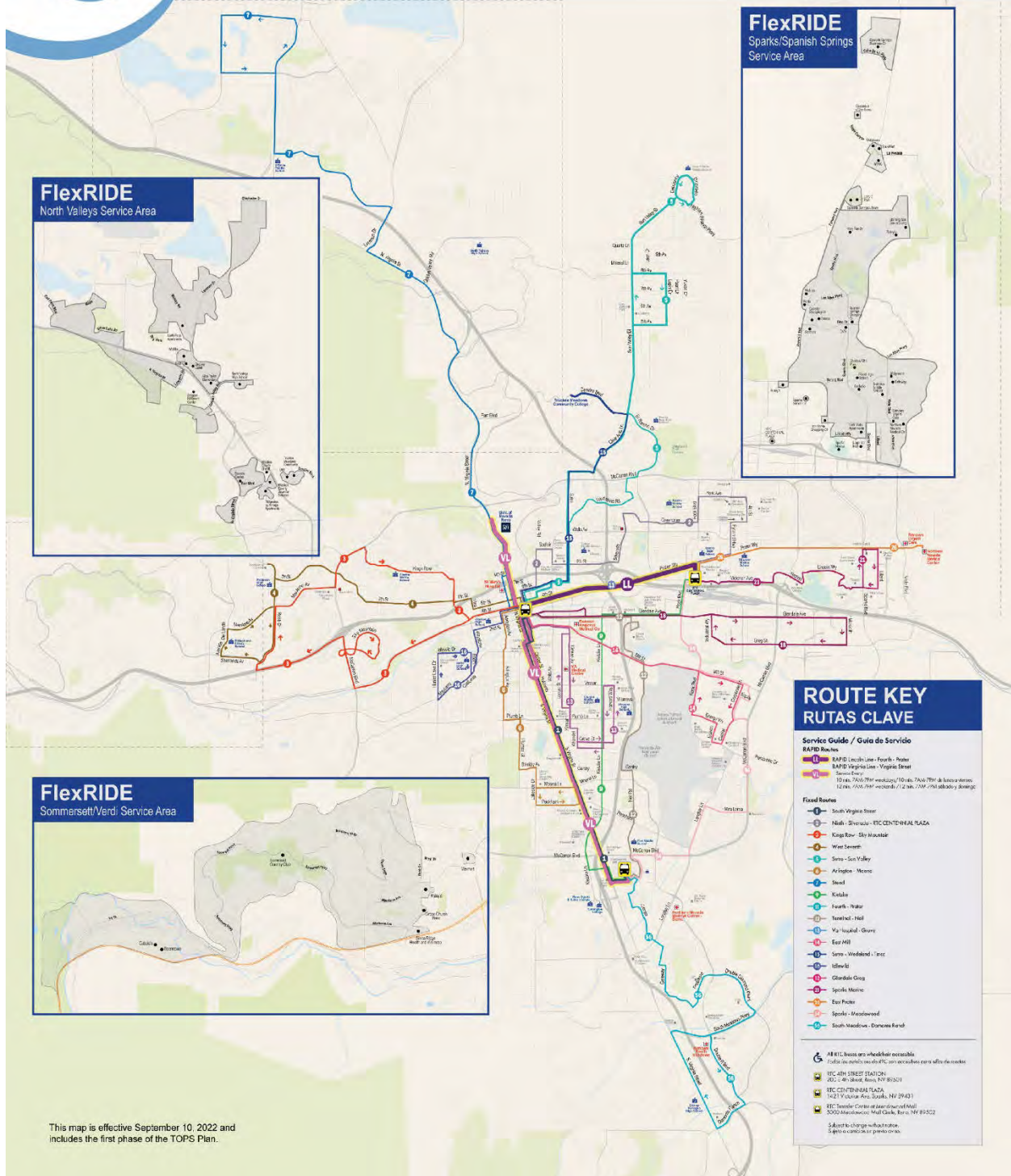


Figure 1 - RTC Washoe System Map

TITLE VI ASSURANCE

In compliance with FTA requirements, RTC submitted its Title VI Certification and Assurance in the Transit Award Management System (TrAMS) in FY 2020, FY 2021 and FY 2022.

The Certifications and Assurances include:

- That RTC complies with all applicable federal statutes and regulations to carry out any FTA funded project.
- That RTC, under a continuing obligation, complies with the terms and conditions of the FTA grant agreement or cooperative agreement for its project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to the grant agreement or cooperative agreement.
- That RTC recognizes that federal laws and regulations may be modified from time to time and those modifications may affect project implementation.
- That RTC understands that presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting the applicant or its project.
- That RTC agrees that the most recent federal laws, regulations, and guidance will apply to its project, unless FTA determines otherwise in writing.
- That RTC, in light of recent FTA legislation applicable to FTA and except as FTA determines otherwise in writing, agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated.

RTC requires that all Section 5310 subrecipients submit all appropriate FTA certifications and assurances to RTC prior to funding agreement execution and annually thereafter when FTA publishes the annual list of certifications and assurances. RTC will not execute any funding agreements prior to having received these items from the selected subrecipients. RTC, within its administration, planning, and technical assistance capacity, also will comply with all appropriate certifications and assurances for FTA assistance programs and will submit this information to the FTA as required.

GENERAL REQUIREMENTS

Title VI Notice to the Public

RTC's Title VI notices are posted on the agency's website and at our indoor transit centers in downtown Reno (4th Street Station) and downtown Sparks (Centennial Plaza). The notices are translated into Spanish and are consistent with the Department of Transportation (DOT) Limited English Proficiency (LEP) guidelines. Documentation of this notice is contained in Appendix A.

Title VI Complaint Procedures

The RTC has complaint procedures in place to investigate and track Title VI complaints. These procedures include a Title VI policy statement, specific directions detailing how to file a complaint, an explanation of how the complaint will be investigated, and a complaint form specific to the RTC. This information is also contained in Appendix A. RTC's complaint process and forms are translated into Spanish and are available in other languages upon request.

Title VI Complaint Form

In addition to developing complaint procedures, RTC has also developed a Title VI complaint form. This form and procedure for filing a complaint are available on the RTC's website at <https://rtcwashoe.wpengine.com/wp-content/uploads/2018/09/RTCTitle-VI-Complaint-Form-for-website.pdf>. The form is available in English and Spanish. The Title VI complaint procedures and forms are attached in Appendix A.

List of Transit Related-Title VI Investigations, Complaints, and Lawsuits

There are no active or previous investigations, lawsuits, or complaints against the RTC alleging discrimination with regard to fares, routing, scheduling, or quality of transportation service that RTC furnishes, on the basis of race, color, or national origin since the submission of its last Title VI Program.

Public Participation Plan

RTC's Public Participation Plan (PPP) is a guide for RTC's public participation activities. The PPP articulates the RTC's commitment to an open and transparent interface with the public and with relevant public agencies to support the regional transportation planning process. The goal is to provide the highest quality participation for transportation decision making by identifying and involving the various stakeholders, including citizens, in the planning process. To achieve its goal, major planning and program development objectives are accomplished by doing the following:

1. Seek maximum public participation throughout the planning process in a timely manner.
2. Seek Board and elected-representative involvement to ensure coordination with high-level regional and statewide plans.
3. Use effective, accessible, and equitable avenues for distributing information and receiving comments while engaging traditionally underserved populations.
4. Inform and educate the public during the planning and decision-making process using accessible tools.
5. Explore and expand the use of virtual engagement to increase the amount and value of public participation.
6. Design initiatives that will support and encourage effective participation.
7. Conduct outreach that bridges language, cultural, and economic differences.
8. Provide reasonable accommodation and access to people with disabilities, so that they can easily participate in the regional planning process.

9. Consider, evaluate, and respond to public input.
10. Evaluate the public participation process regularly

The current PPP is attached as Appendix B.

Language Assistance Plan (LAP)

The four-factor analysis included in the Language Assistance Plan (LAP) identifies appropriate language assistance measures needed to improve access to RTC services and benefits by limited English proficient persons (LEP). A needs assessment is conducted utilizing the USDOT’s four factor analysis.

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by RTC services and programs

RTC Experience with LEP Persons

RTC, RIDE, and ACCESS staffs do not encounter persons who cannot speak any English at all on a daily basis. However, there are provisions in place to assist the LEP persons accessing the system. Examples of these provisions are:

- Fare and route information is printed in both English and Spanish (the most prevalent LEP language)
- ACCESS and Customer Service staff who are bilingual in English and Spanish are available during the course of a normal work day
- Customer Service staff have iPads which have translation software installed. In the case of a passenger wishing information outside of English and Spanish, the RTC staff can use this technology to provide the appropriate information.
- Website translation is available in the following languages:

○ Arabic	○ Greek	○ Portuguese
○ Chinese (simplified)	○ Indonesian	○ Romanian
○ Czech	○ Italian	○ Russian
○ Dutch	○ Japanese	○ Spanish
○ French	○ Korean	○ Swedish
○ German	○ Persian	○ Turkish
	○ Polish	○ Vietnamese
- Vital documents, promotional materials, and other important forms of communication are regularly translated into Spanish with other languages available upon request. These documents include:
 - Title VI information and complaint form
 - Individual route schedules
 - ADA paratransit eligibility and program information
 - Service and fare information
- RTC has entered into an agreement with the Language Bank of the Northern Nevada

International Center to provide over the phone interpretation upon demand. The Language Bank can provide interpretation services in over 20 languages, with specialized knowledge in: Spanish, French, German, Italian, Portuguese, Russian, Japanese, Mandarin, Cantonese, Vietnamese, Thai, Korean, Tagalog, Amharic, Punjabi, Arabic, Urdu, Farsi, Hindi, and American Sign Language.

Washoe County Data

The American Community Survey (ACS) indicates that 15.7% of residents in Washoe County speak a language other than English at home. Spanish is the dominant language which is also spoken.

English Ability at Home for Washoe County¹		
Population 5 years and over	Total	% of Total
English only	334,358	76.6%
Another language (English spoken very well)	68,710	15.7%
Another language (Speaks English less than very well)	33,632	7.7%
Total	436,700	100.0%

Table 1 – English Ability at Home for Washoe County

Data was also collected to identify languages spoken by LEP populations. ACS data provided by the U.S. Census Bureau currently only includes this level of data until the year 2015. For this reason, RTC will use this data listed below to examine the languages spoken by the LEP populations.

The US Department of Justice’s (DOJ) Safe Harbor Provision is required when an LEP language group exists that is five percent (5%) or 1,000 persons of the total population served by the agency (whichever is fewer). This provision includes the requirement that RTC will provide written translation of vital documents for languages which meet this threshold. Below in Table 2 - Language Spoken by Population are the languages spoken in the RTC service area sorted by the number of people speaking English “less than very well”. Based upon this analysis, the three languages which exceed the Safe Harbor Provision threshold are Spanish, Tagalog, and Chinese.

Language Spoken by Population²

¹ Source: ACS 5-year 2016-2020, Table C16001

² Source: ACS 5-Year estimate 2015 Table B16001

Language	Speaks English very well	Speaks English less than very well
Spanish or Spanish Creole:	69,009	40,703
Tagalog:	5,070	2,734
Chinese:	989	1,054
Other Indic languages:	1,039	961
Korean:	434	653
Vietnamese:	428	584
Thai:	138	365
Portuguese or Portuguese Creole:	408	291
African languages:	381	283
Other Pacific Island languages:	984	264
Russian:	449	234
French (incl. Patois, Cajun):	945	224
German:	1,294	213
Hindi:	297	204
Other Asian languages:	470	141
Japanese:	511	129
Mon-Khmer, Cambodian:	83	127
Other Indo-European languages:	85	107
Persian:	269	100
Other Slavic languages:	224	98
Italian:	479	82
Scandinavian languages:	363	82
Arabic:	382	81
Urdu:	340	80
Hungarian:	66	63
Greek:	292	51
Other Native North American languages:	407	40
Other West Germanic languages:	137	37
Hebrew:	28	32
Other and unspecified languages:	67	27
Gujarati:	30	22
Serbo-Croatian:	99	20
Laotian:	108	9
French Creole:	-	-
Yiddish:	31	-
Polish:	82	-
Armenian:	67	-
Hmong:	-	-
Navajo:	53	-

Table 2 - Language Spoken by Population

To better understand the location of LEP persons within Washoe County, maps were produced to illustrate the census tracts where the majority of LEP persons live. As shown in Figure 2 – LEP populations by Census Tract, RTC RIDE bus routes serve the census tracts where LEP persons are more prominent.

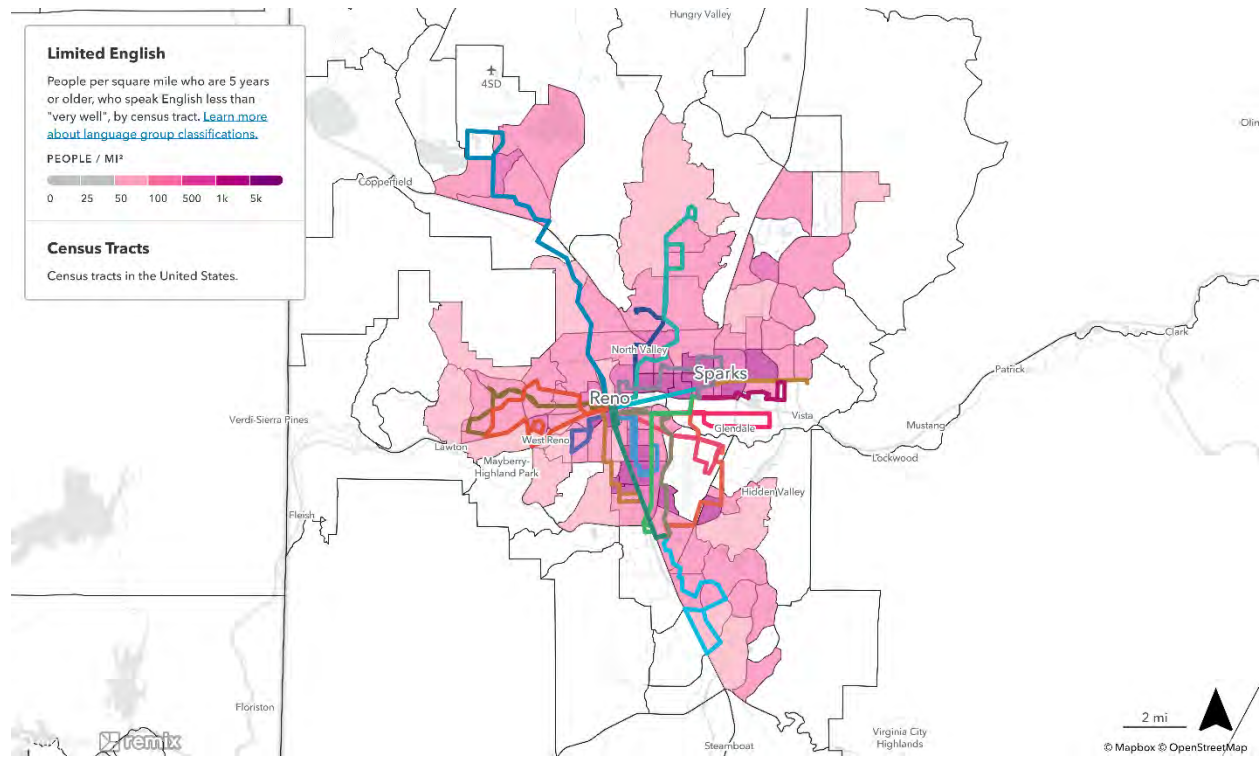


Figure 2 – LEP populations by Census Tract

Washoe County School District LEP Data

All school districts in Nevada are required to inform the public on the performance of public schools in the state. This data is presented locally by Washoe County School District (WCSD) in an Annual Accountability Report corresponding to each school year. According to the 2021-2022 WCSD Annual Accountability Report, approximately 14.7% of children who attended Washoe County schools are enrolled as English learners which includes students who demonstrate Limited English Proficiency.

Washoe County Community Resources

The Northern Nevada Literacy Council (NNCL), the RISE Academy for Adult Achievement, and the WCSD offer English as a Second Language (ESL) literacy classes within Washoe County. Also, Truckee Meadows Community College (TMCC) offers college-level ESL instruction to students whose native language is not English and the University of Nevada, Reno (UNR) offers full time ESL classes.

For needs related to family support, the WCSD Family Resource Centers offer case management, referrals to community services, and workshops for the family. Catholic Charities of Northern Nevada also provides assistance with the citizenship application process.

Currently, all community resources listed above are served by RTC fixed route service with stops within ¼ of a mile from each community resource location.

Factor 2: The frequency with which LEP persons come into contact with the RTC services and programs

RTC monitors its website traffic monthly including the language settings of browsers accessing the site and the number of users using the site’s translation service. This information is presented below for CY 2022.

Browser Language Setting	Users	% Users
En-us	906,595	98.22%
Zh-ch	2,795	0.30%
En-gb	2,625	0.28%
En	2,374	0.26%
Es-us	1,715	0.19%
Es-419	974	0.11%
En-ca	602	0.07%
Ja	483	0.05%
Es-mx	400	0.04%
(not set)	356	0.04%

Table 3 - Internet Browser Language Settings

Language	Website Translations	Total Website Sessions	% of Total Sessions
Es	789	1,263,883	0.062%
Ja	448	1,263,883	0.035%
Zh-CN	91	1,263,883	0.007%
De	41	1,263,883	0.003%
En	35	1,263,883	0.003%
Fr	35	1,263,883	0.003%
Ru	21	1,263,883	0.002%
Ko	18	1,263,883	0.001%
Vi	14	1,263,883	0.001%
It	10	1,263,883	0.001%
Nl	10	1,263,883	0.001%
Pt	9	1,263,883	0.001%
Ar	7	1,263,883	0.001%
Pl	6	1,263,883	0.000%
Cs	4	1,263,883	0.000%
Sv	3	1,263,883	0.000%
El	2	1,263,883	0.000%
Fa	1	1,263,883	0.000%
Id	1	1,263,883	0.000%
Ro	1	1,263,883	0.000%
Tr	1	1,263,883	0.000%

Table 4 - Website Translations

RTC also receives ongoing feedback from its internal customer service staff and contracted employees regarding the amount of contact with persons demonstrating LEP. This feedback is from the following points of contact:

- Drivers (paratransit, microtransit, and fixed route)
- Customer service staff
- Paratransit dispatcher and reservationists

From this feedback, the most common request is for Spanish which happens only on an infrequent (less than daily) basis. As already noted, RTC has provisions in place to aid LEP populations if help is requested in accessing the transit system.

Factor 3: The importance to LEP Persons of Your Program, Activities and Services

RTC understands the importance of having public transit services within our community. Historical data indicates that LEP persons are likely to have a lower income and be less educated than the remainder of the population. Therefore, it is likely that they use public

transportation as an efficient and less expensive option to owning a vehicle. This likelihood reinforces RTC's commitment to not only providing service to LEP individuals but also making sure that the services they provide are as accessible as possible regardless of language considerations.

Factor 4: The Resources Available to the Recipient and Costs

Based on the findings from this analysis and the relatively low percentage of LEP persons within the RTC RIDE service area, it appears that RTC's current efforts and application of available resources used to communicate important information to the LEP population is adequate. The Public Participation Plan summarizes RTC's efforts to reach out to LEP persons. These measures include opportunities to serve LEP persons at open houses, through marketing outreach and signage for bus stops and route information.

As the U.S. Census data indicates the majority of the LEP populations within the RTC service area speak Spanish, the RTC has focused efforts on communicating in Spanish. Some of the information which RTC provides in Spanish include:

- Individual schedules include Spanish translation.
- Translatable website
- Customer service staff fluent in Spanish for all modes of transportation.
- Vital documents automatically translated in Spanish.

Due to the number of potential passengers who are also fluent in Chinese and Tagalog (Filipino), RTC has added statements in these languages to our vital documents. This modification is to ensure consistency between RTC's outreach and the Safe Harbor provisions.

Minority Representation on Planning and Advisory Bodies

The RTC has the Citizens Multimodal Advisory Committee (CMAC) which provides input on a wide range of policy and planning issues as well as key planning documents and the RTC Budget.

CMAC is a 15-member committee that acts as an advisory board to the RTC on transportation issues. The RTC appoints citizens through an application selection process to serve on the Committee for a three-year term. Recruitment notices are advertised in the three local newspapers (Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada Spanish News) and are distributed to all the radio and television stations in the metropolitan area. RTC also posts information on its website and through social media outlets. In addition, the RTC produces a monthly eNews letter that is distributed to over 500 agencies and organizations, including government offices, public libraries, community service agencies, social service agencies, and ethnic and culture clubs and organizations. Subscribers of MyRTC are also notified by email when announcements are made. After advertising, the RTC Board approves appointments to this advisory committee.

The terms are staggered, with five members appointed annually, for a maximum of two terms. There are no quotas based on sex or race. The CMAC meets monthly and advises RTC on all matters relating to transportation. This responsibility includes reviewing and reporting to the Commission on transit service recommendations and plans. The agenda and minutes of each advisory committee are provided to the RTC Board.

Citizens Multimodal Advisory Committee Roster As of December 2022			
Terms Expiring June 2023			
Name	Sex	Race	Representing
Majima, Mayuko	F	Asian	RTC RIDE
Bonano, Jeff	M	White	Multimodal
Giacomin, David	M	White	Bicycle/Pedestrian
Hewin, Paul	M	White	Multimodal
Vacant			
Terms Expiring June 2024			
Silver, Ann	F	White	Bicycle/Pedestrian
Gomez, Gustavo	M	Hispanic	RTC RIDE
Skelton, Larry	M	White	Multimodal
Colling, Dennis	M	White	Multimodal
Newman, Greg	M	White	Multimodal
Terms Expiring June 2025			
Sue-Ting, Chene	F	Asian	Bicycle/Pedestrian
May, Michael	M	White	RTC ACCESS
Harris, Vince	M	Black	Multimodal
Costello, Lindsey	F	White	Multimodal
Miller, Benjamin	M	White	Bicycle/Pedestrian

Table 5 - Advisory Committee Membership

Providing Assistance to Subrecipients

The RTC Finance and Public Transportation and Operations Departments are responsible for administration of the Enhanced Mobility of Seniors and Individuals with Disabilities - Section 5310 Program. RTC staff coordinates a subrecipient orientation workshop after funding award to provide technical assistance on the process that needs to be followed and the federal requirements that must be met in order to receive federal funds. RTC has developed a Title VI Subrecipient Guide and a Title VI Plan template for use by its subrecipients. These documents are posted on RTC’s website for viewing. The Title VI Subrecipient Guide is contained in Appendix C and the Title VI Plan template is contained in Appendix D.

Description of How Subrecipients are Monitored

RTC schedules regular meetings with its subrecipients to discuss issues or concerns regarding their projects and to provide assistance during implementation to ensure projects are consistent with the funding agreement. RTC also makes appropriate certifications of compliance with federal requirements. RTC includes language regarding these federal requirements in its contracts with subrecipients.

All Section 5310 program subrecipients must submit Title VI Programs to RTC. Title VI Programs will be required with the submission of the subrecipient's grant agreement or as requested by RTC. Additional instructions, including a Title VI policy template, are available to subrecipients on RTC's website, and included in the subrecipient guide. New subrecipient Title VI Programs are due by October 31st during new funding cycles, and/or must be updated should any changes occur over the two year funding cycle, and biannually thereafter.

RTC requires subrecipients to submit with their Quarterly Milestone Progress reports any Title VI complaints received during the preceding quarter and for each year. This quarterly milestone template also requires subrecipients to report their public outreach and involvement activities undertaken to ensure that minority and low income people had meaningful access to their federally funded activities.

In an effort to monitor and ensure compliance, periodic audits are performed by RTC staff. These audits are performed at both the on-site location as well as in the form of randomized client calls and physical transportation performance monitoring. Further, the subrecipient agrees by contract that "the RTC, the Comptroller General of the United States, and the Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of the agreement."

Title VI Equity Analysis for the Construction of a Facility

The RTC has completed various renovations and remodeling projects at its two main passenger facilities (4th Street Station and Centennial Plaza), and operation facilities (Terminal Way, Villanova, and Sutro). All of these renovations were of existing buildings on existing transit property with no required property acquisition. As such, a Title VI analysis was not conducted for these projects.

Approval of Title VI Program by Governing Entity

The RTC Board approved the RTC 2023 Title VI Report at its regularly scheduled meeting on February 24, 2023. The RTC Board agenda and minutes for this meeting are included as Appendix E.

REQUIREMENT OF TRANSIT PROVIDERS

System-wide Service Standards

Service policies and standards are developed specifically for the RTC. They establish service and performance guidelines to be met as resources allow, and detail the process to be used in evaluating existing and proposed services. Transit service guidelines are a set of general rules to be followed when existing transit service is modified or new service is established. Performance standards serve as the criteria for evaluating both existing and proposed transit service. These policies and standards are developed by the RTC with assistance from RTC RIDE management. Transit service policies and standards also ensure that proposed changes are equitable in all aspects of bus stop and route management.

Beginning in 2021, RTC conducted a holistic review of its transit services, called TOPS (Transit Optimization Plan Strategies) which concluded with board approval on July 15, 2022. This analysis was conducted by a project team led by Transportation Management & Design Inc. As a required work product, this process included a review of current service standards and Title VI related practices. In support of TOPS, outreach was conducted through two surveys with over 1700 combined responses. Spanish survey translations were also created and available for all passengers. Outreach of the full document was also conducted using the same process as other resolutions being presented to the Board of Directors and followed the guidelines contained in RTC’s Public Participation Policy.

Vehicle Load

A vehicle’s customer load factor refers to how many people are on the bus at any given moment compared to the vehicle’s seated and standing capacity. For example, a load factor of 100% indicates all customers are seated (that is, 100% of seats are occupied), while a load factor of 120% indicates that 20% of customers must stand. While high productivity is desirable for transit service, customer loads must be monitored to ensure that the service remains attractive to customers. Service quality issues with crowding are dependent on both the number of standees and the amount of time customers must stand. If crowding is relatively brief and dissipates in just a few minutes of travel, it usually will not warrant additional service. Sustained crowding should be evaluated for increased frequency.

RTC conducts a complete and comprehensive review of vehicle loads annually including comparing loads on minority vs non-minority routes. Throughout the year, RTC also monitors the service to see if individual trips are exceeding the 150% standard and adjusts as necessary.

Measurement	<ul style="list-style-type: none"> - Fixed Route: <ul style="list-style-type: none"> o 125% or less - during peak hour/peak direction travel for local and RAPID routes o 100% or less - for commuter routes at all times o 100% or less - during midday hours for local and RAPID routes o 150% or less - for individual trips
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Data Source	- Automatic passenger counting system
Frequency	- Annually

Vehicle Headway

This performance standard is a measure of how bus service frequencies are distributed between minority and non-minority routes. This analysis is done by averaging the headways of minority and non-minority routes in tabular form. If minority routes have a worse average frequency than non-minority routes, RTC should reallocate frequency in the upcoming year to mitigate the difference.

Measurement	Fixed Route: Average Headways comparison of Minority and Non-Minority Bus Routes
Data Source	Bus Schedules
Frequency	Annually

On-Time Performance

An on-time performance standard defines a minimum threshold that RTC fixed route service should meet regarding the percentage of total daily trips that are operated as scheduled. RTC defines “on-time” as 1:00 minute early to 5:00 minutes late departing each timepoint. Being early to the last timepoint on a trip does not count against the standard based on the customer experience. Specific fixed routes are also excluded during the monthly on-time performance calculation due to the nature of the route (high frequency, headway based service) or significant, on-going road construction.

On-time performance reflects both the predictability and reliability of service, which can affect whether people choose to use or continue to use transit. As a part of the TOPS process, the on-time performance goal was reduced from 90% to 85%. This goal is a common industry target that is now applied to RTC’s overall fixed route network. The reduction should allow the agency to provide somewhat faster service, which was identified during TOPS as an issue during the peer review and community engagement.

Systemwide on-time performance is monitored monthly and is calculated and presented for minority and non-minority routes. For each service change, RTC considers making schedule adjustments when the 85% systemwide goal is not met or when the Title VI review shows lower on-time performance on minority routes than non-minority routes.

Measurement	- Fixed Route: At least 85% of departures at timepoints within 1 minute early and 5 min late (does not include being early at last timepoint).
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	- Fixed Route: Average on-time performance comparison of Minority and Non-Minority Bus Routes
Data Source	- Onboard GPS
Frequency	- Monthly as part of the Public Transportation KPI Dashboard and monthly operations meeting.

Service Availability

This analysis looks at the extent to which fixed route and microtransit services are available to the residents of urbanized areas of Washoe County and uses the measurement of residents living in the Mixed-Use Core, Tier 1, and Tier 2 of the Truckee Meadows Regional Planning Agency (TMRPA) land use designation areas as the basis for total population for this analysis. Using GIS, the population within ¼ mile of any RTC fixed route service or within a microtransit zone would be calculated and considered served by transit. The number of residents served by transit would be divided by the total population, yielding the percent considered served by transit. This analysis also includes the number of minority and non-minority residents served by fixed route and microtransit services.

Measurement	- More than 70% percent of residents living in the Mixed-Use Core, Tier 1, and Tier 2 TMRPA land use designation areas are within ¼ mile of a fixed route or within a microtransit zone
Data Source	- Census data - GIS shapefiles for current bus and microtransit service
Frequency	- Annually

Vehicle Assignments

This performance standard is a measure of how vehicles are distributed between minority and non-minority routes. This analysis is done by averaging the average vehicle age of minority and non-minority routes in tabular form. Consideration is given to the geographic nature and length of route to balance the fuel efficiency and operating characteristics of the different propulsion systems that RTC uses in its daily operations. If minority routes have a worse average vehicle age than non-minority routes, RTC should change vehicle assignment in the upcoming year to mitigate the difference.

Measurement	- Fixed Route: Average vehicle age comparison of Minority and Non-Minority Bus Routes
Data Source	- Vehicle assignment by route - Vehicle age by bus
Frequency	- Annually

Transit Amenities

RTC has a dedicated bus stop database which is used to track the individual bus stops, the routes that are served, and the amenities at each location. A sample of this data is below.

BSL#	Active YES/NO	Non-Center Stop	LOCATION	Route	LOCATOR	ADA 5x8	Sidewalk	Pad	SHELTER	BENCH	Trash	Map	Bus Strp	Solar Light
59	YES	Yes	N Center St & E 1st	1 I	FS	Y	Y				V		Y	
509	YES	Yes	S Virginia St & E Moana Ln	1 I	NS	Y	Y	Y	1	2	PM	SM	Y	
56	YES	Yes	S Virginia St & E Liberty St	1 I	NS	Y	Y	Y		1			Y	
506	YES	Yes	S Virginia St & Meadowood Mall Cir	1 I	FS	Y	Y			1	GMS	LT		
1411	YES	Yes	S Virginia St & Meadowood Mall Way	1 I	FS	Y	Y	Y	1	2	GMT	SM		Y
57	YES	Yes	S Center St & Ryland St (Library)	1 I	NS	Y	Y	Y		1				
1951	Yes	Yes	S Virginia St @ Cent. Theater	1 I	AT	Y	Y			1				S
1850	YES	Yes	S Virginia St & Thoma St	1 I	FS	Y	Y	Y		1	PM			
48	YES	Yes	S Virginia St & Wells Ave	1 I	FS	Y	Y	Y	1	1	PMT	SM		
50	YES	Yes	S Virginia St & E Arroyo St	1 I	NS	Y	Y			1	PM			

Table 6 - Sample Transit Amenity Data

RTC plans to install transit amenities at every stop where there is room to safely install a bus shelter and/or bench. Shelters are being installed at stops based on ridership and space availability. Some stops that do meet the requirement for an amenity are often met with challenges of obtaining proper right of way. In an instance where a shelter is warranted, but the right of way is not available, RTC will evaluate other options. Such options can include possibly relocating a stop slightly to a location where right of way is available, if such relocation would not significantly impact the bus stop spacing.

Title VI Disparate Impact Policy

The FTA Circular 4702.1B requires that recipients of Federal Transit Administration funding prepare and submit service equity analyses for proposed major service changes or any fare change. The purpose of this policy is to establish a threshold which identifies when the adverse effects of a fare change or major service change, defined as 25% or greater addition or reduction in service, are borne disproportionately by minority populations. The Disparate Impact threshold is defined as follows: Should the impact of any major service change require a minority population to bear adverse effects (20% more or less than those adverse effects borne by the non-minority population), that impact will be considered a disparate impact. Should a proposed major service change result in disparate impact, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disparate impact of the change. If RTC finds potential disparate impacts and then modifies the proposed changes in order to avoid, minimize or mitigate potential disparate impacts, RTC will reanalyze the

proposed changes in order to determine whether the modification actually removed the potential disparate impacts of the changes.

Disproportionate Burden Policy

The FTA Circular 4702.1B requires that recipients of Federal Transit Administration funding prepare and submit service equity analyses for proposed major service changes or any fare change. The purpose of this policy is to establish a threshold which identifies when the adverse effects of a fare change or major service change, defined as 25% or greater addition or reduction in service, or construction projects, are borne disproportionately by low-income populations. For purposes of this policy, low income population is defined as any readily identifiable group of households who are at or below 150% of the Department of Health and Human Services Poverty Guidelines. The disproportionate burden threshold is described as follows: Should the burden of any major service change require a low-income population to bear adverse effects (20% more than those adverse effects borne by the non-low-income population), that impact will be considered a disproportionate burden.

Should a proposed major service change result in a disproportionate burden, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disproportionate burden of the change. If RTC finds a potential disproportionate burden and then modifies the proposed changes in order to avoid, minimize, or mitigate potential disparate impacts, RTC will reanalyze the proposed changes in order to determine whether the modifications actually removed the potential disproportionate burden of the changes.

Demographic Data

Current Service Area

The service area defined for RTC’s Title VI Plan is considered to be contiguous with Washoe County. Washoe County is the second most populous county in Nevada, the 7th largest county by area, and includes the cities of Reno and Sparks. Beyond the combined urban area of Reno and Sparks, most of the county is very lightly populated with large amounts of federal recreation land. Below is 2020 U.S. Census Data for Washoe County³.

Washoe County Overview	
Population	486,492
- Reno population	264,165
- Sparks population	108,445
- Other population	113,882
Minority Population	174,723 (35.9%)
Land Area	6,302.4 square miles

Table 7 - Washoe County Overview

³ Source: United States Census 2020 Redistricting Data (PL-171), Table P1

Proximity to Service

Proximity to service is monitored through a performance monitoring process associated with the coverage of RTC's fixed routes and microtransit system. Similar to LEP and minority populations, other demographic information such as poverty level, access to vehicles, population density, and available jobs are monitored by staff to show that service availability is appropriate.

Ridership Characteristics and Demographics

RTC routinely conducts surveys of its passenger base to collect information primarily related to service initiatives. These efforts can include specific surveys for certain routes at transit centers, along busy stops where a major routing change may take place, or specific corridors based on long-range planning studies. These types of surveys are done routinely to assist the transit planning department in many scheduling aspects to gauge potential impacts of proposed changes that may include route changes, span of service changes, or headway changes.

The most recent significant, systemwide survey collection was performed as a part of the development of TOPS, the RTC's short range transit plan. Below is a summary of the demographic information received from passengers through this TOPS survey.

- Almost 75 percent of respondents indicate being of typical working age (between age 25 and 65), with the highest number of respondents reporting an age range of 55-64. A substantial number of respondents report an age range of 65-74 as well. Overall, this indicates that RTC serves riders of a wide range of age groups, likely with a variety of travel needs.
- The vast majority of respondents report having jobs, with almost 75 percent indicating having either full-time, part-time, or seasonal employment.
- Overall, the race/ethnicity reported by respondents reflects the demographics of Reno and the Truckee Meadows region, with most respondents being white/Caucasian.
- While the highest number of respondents indicate having no mobility limitation, over 25 percent do report having some limitation or disability. This indicates a relatively high rate of use by individuals with mobility limitations and reveals a need for RTC to accommodate and dedicate focus on riders with special accessibility needs.
- Almost 60 percent of respondents indicate having a household income of less than \$35,000, revealing a high rate of RTC ridership by lower income residents. This is

fairly consistent with the experiences of other transit agencies across the nation that are similar in size and consistency to RTC.

- More than half of all respondents report living in households with no vehicles. This indicates a high rate of transit dependency among riders, as well as a relatively low number of RTC riders who use transit by choice.
- Consistent with the low rate of household vehicle ownership reported by respondent is the low rate of vehicle access among riders. Specifically, over 60 percent of respondents do not have access to a car, which further indicates the high level of transit dependency among RTC riders.

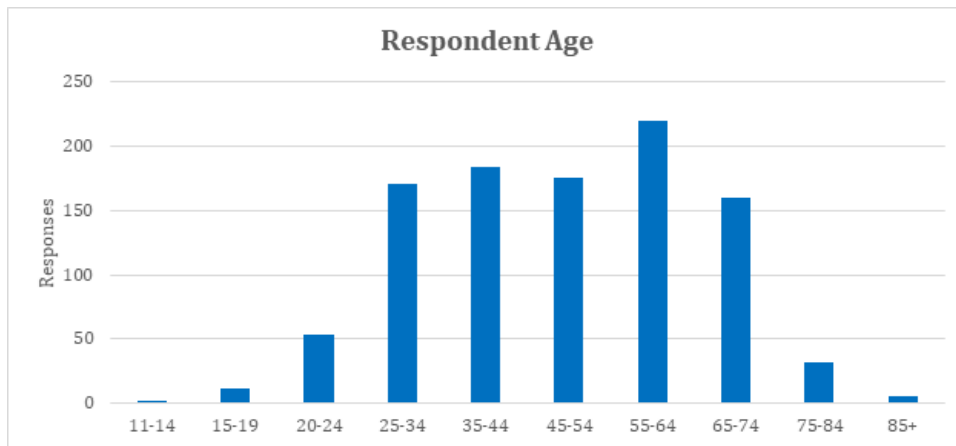


Figure 3 - Passenger Survey - Respondent Age

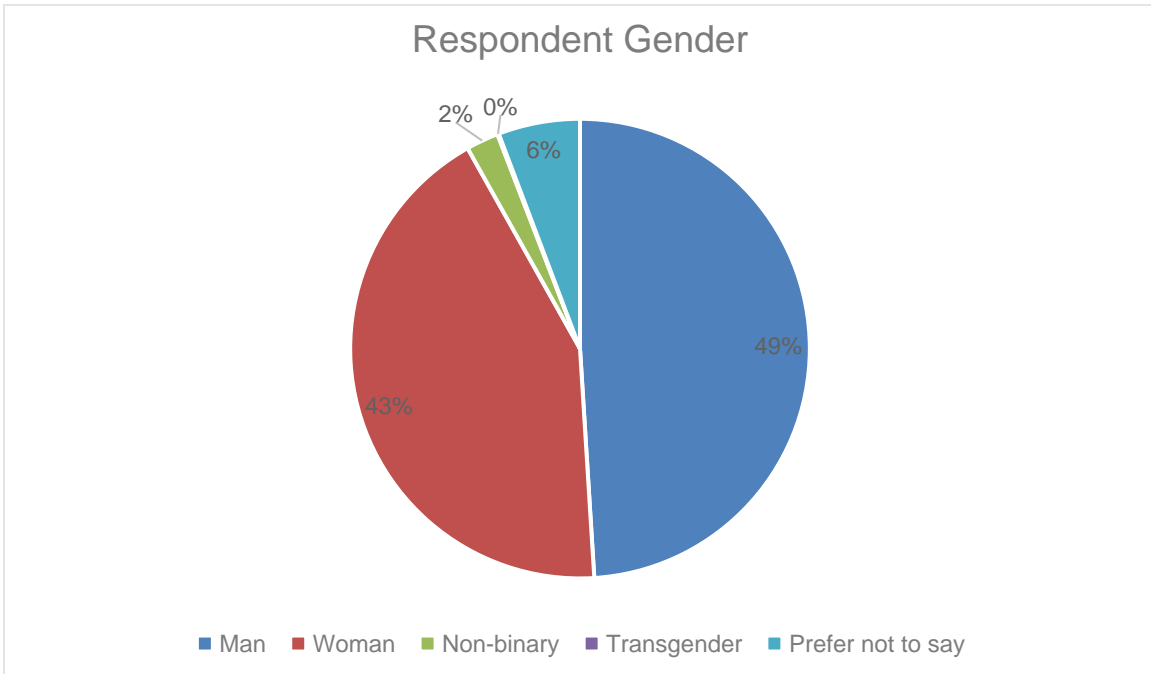


Figure 4 - Passenger Survey -Respondent Gender

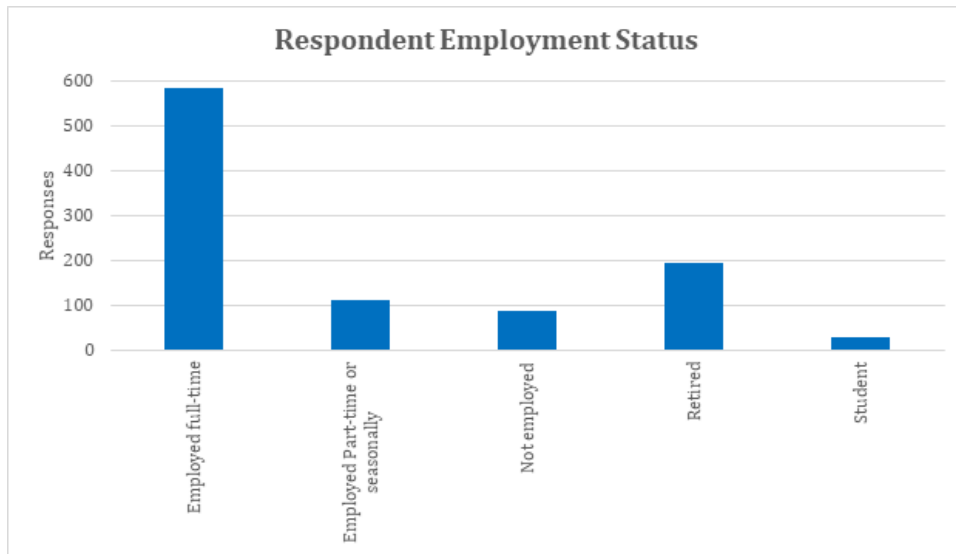


Figure 5 - Passenger Survey -Respondent Employment Status

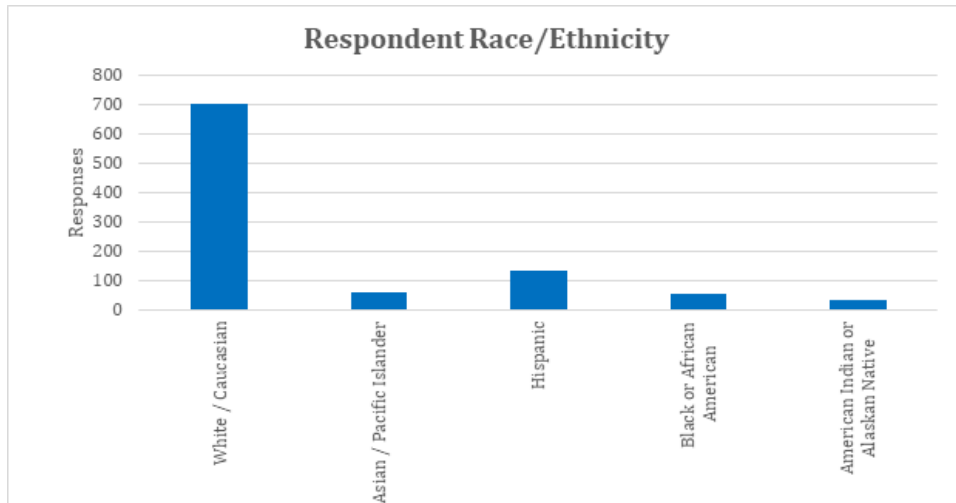


Figure 6 - Passenger Survey -Respondent Race

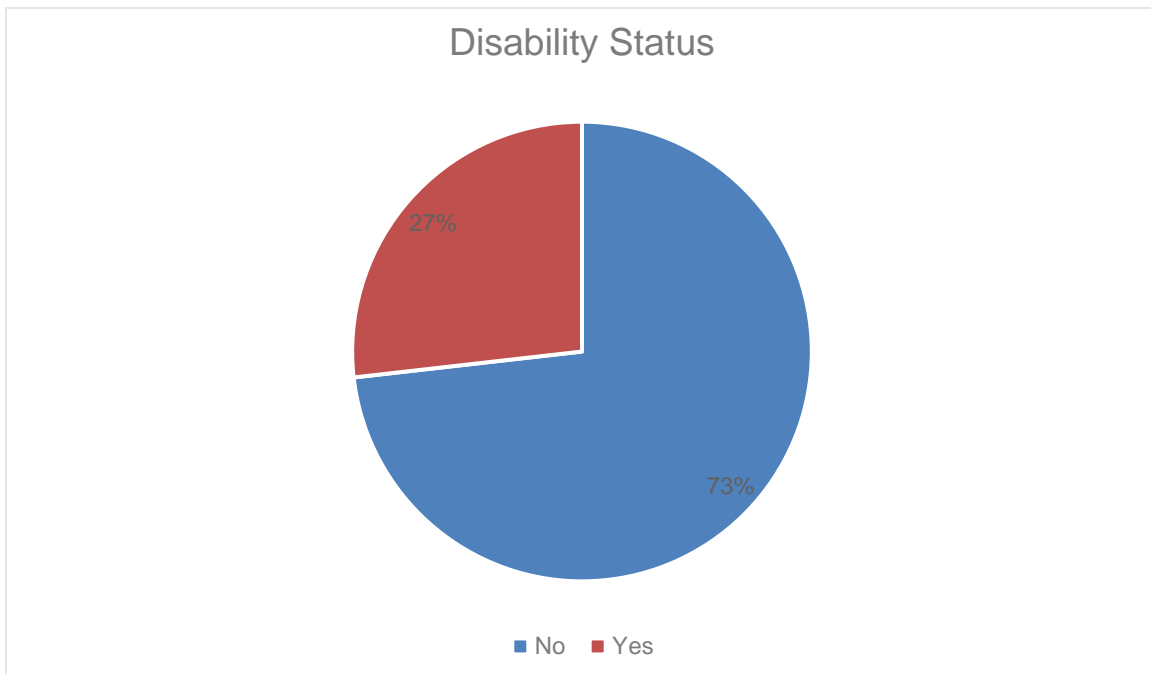


Figure 7 - Passenger Survey -Disability Status

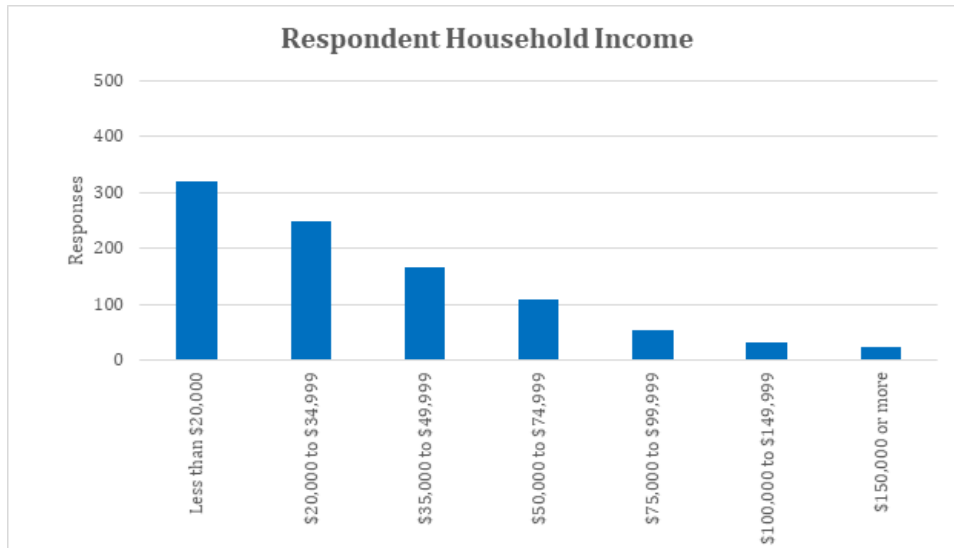


Figure 8 - Passenger Survey -Respondent Household Income

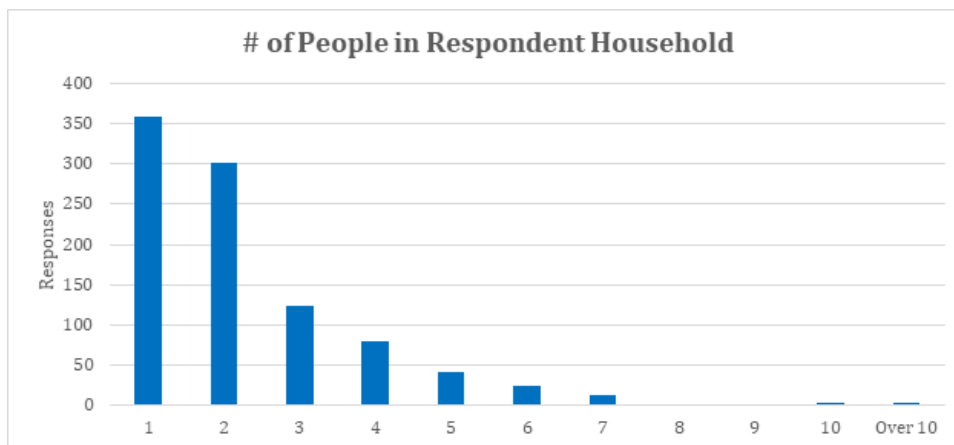


Figure 9 - Passenger Survey -Respondent Household Size

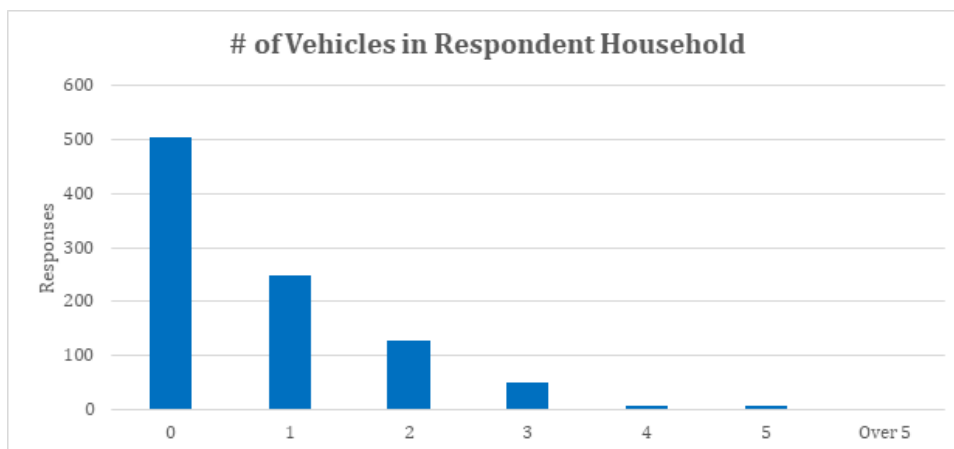


Figure 10 - Passenger Survey -Respondent Household Vehicles

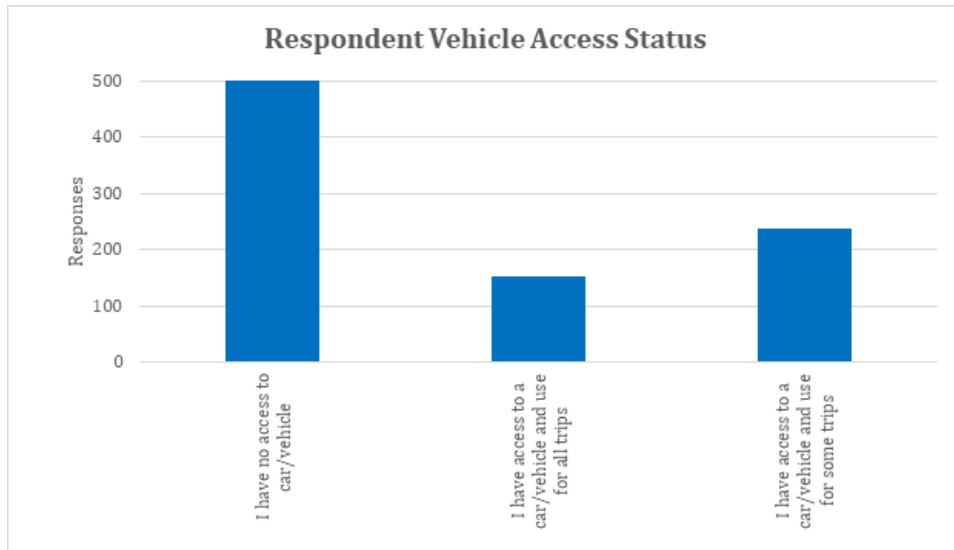


Figure 11 - Passenger Survey - Respondent Access to Vehicles

Monitoring Transit Service

Minority and Non-minority Routes

Minority routes are defined as routes that have at least 1/3 of its total revenue hours in a census block with a percentage of minority population greater than the percentage of minority population in the transit service area. “Non-minority” lines are all others. Based on the American Community Survey (ACS) Table B03002, 2021 1-Year Estimate, the minority population is 41.0% for the RTC service district (Table 8 - Minority Population).

Population	493,392	100.0%
Minority: All minorities	202,377	41.0%
Non-Minority: White (non-Hispanic)	291,015	59.0%

Table 8 - Minority Population

Most of RTC transit routes are designated as minority transit routes. Table 9 - Minority and non-Minority Routes and Figure 12 – Minority Population by Census Tract below summarize each route, the total route miles, route miles in minority population census tracts, and the percentage of route miles in minority tracts as of 12/31/2022.

Regional Transportation Commission RTC RIDE Minority Bus Routes				
Route Name	Total Route Distance (Miles)	Route Distance within Minority	% Within Minority Tracts	Minority Route

		Census Tracts (Miles)		
1	9.92	4.44	44%	Yes
2	15.18	15.01	99.3%	Yes
3	13.09	3.61	27.6%	No
4	13.01	3.61	27.8%	No
5	18.92	18.8	99.4%	Yes
6	9.11	1.53	18.8%	No
7	25.14	15.01	59.8%	Yes
9	13.08	11.34	86.7%	Yes
11	6.24	5.74	92.0%	Yes
12	14.33	9.26	64.6%	Yes
13	8.87	7.68	86.6%	Yes
14	9.4	2.64	28.1%	No
15	10.31	10.20	98.9%	Yes
16	5.66	.35	6.1%	No
18	11.13	9.86	88.6%	Yes
21	7.9	7.79	98.6%	Yes
26	7.91	7.00	88.5%	Yes
54	15.91	15.08	94.8%	Yes
56	14.6	9.3	63.7%	Yes
Lincoln Line	6.24	5.74	92.0%	Yes
Virginia Line	12.34	6.59	53.4%	Yes

Table 9 - Minority and non-Minority Routes

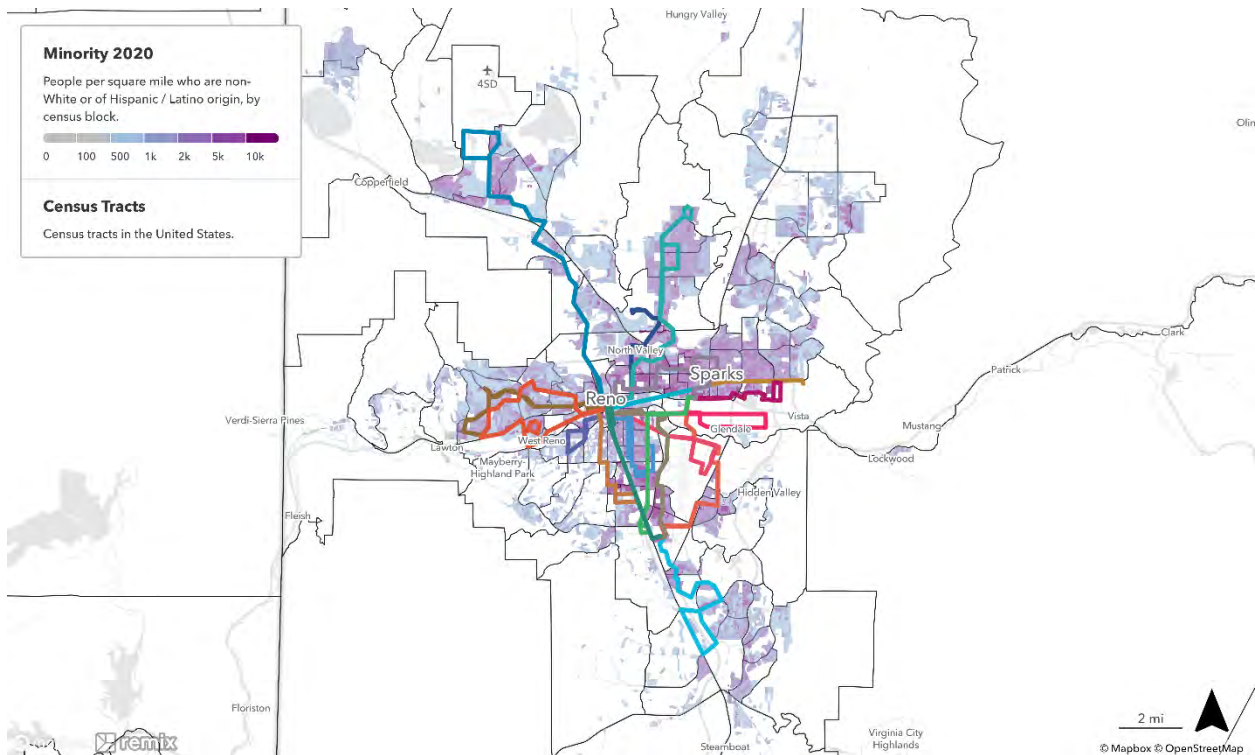


Figure 12 – Minority Population by Census Tract

Service Availability for Minority and Non-Minority Residents

To ensure that all populations have quality access, RTC monitors the availability of public transit service for minority and non-minority residents. This calculation is performed in Remix, the software package used by RTC staff for service planning. Remix calculates the measurement using RTC’s route structure, bus stop locations, and the latest available Census data. Below is the fixed route service availability for minority and non-minority populations as of 12/31/2022. This data indicates that RTC’s fixed route transit provides increased service to minority populations when compared to the total service district population and demographics.

	Population within ¼ mile of RTC bus stop	Washoe County Total
White only	111,865 (65.8%)	343,845 (74.1%)
Minority	58,063 (34.2%)	120,296 (25.9%)
Total	169,928 (100.0%)	464,141 (100.0%)

Figure 13 - Service Availability

Similar to LEP and minority populations, other demographic information such as poverty level, access to vehicles, population density, number of jobs, and social vulnerability are also monitored by staff to show that RTC transit is available to all populations. Below are example maps showing our transit service when compared to these indicators.

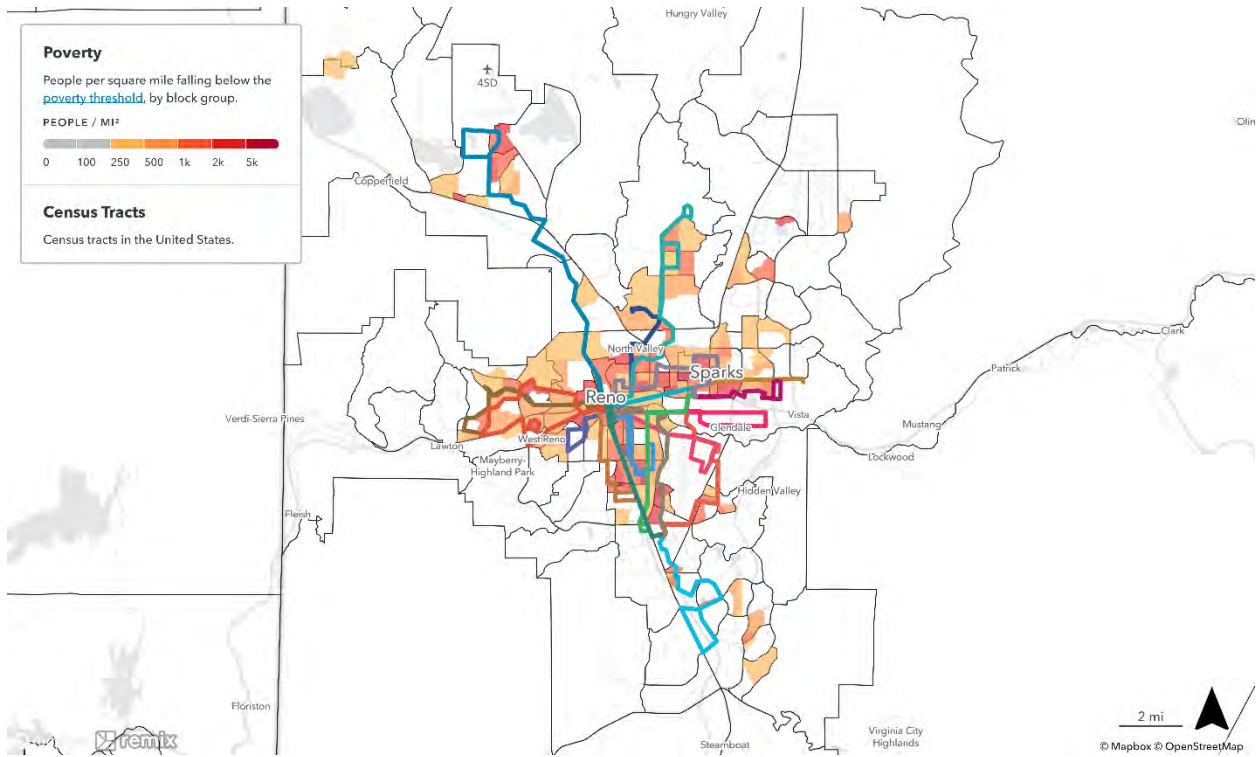


Figure 14 - Poverty Levels

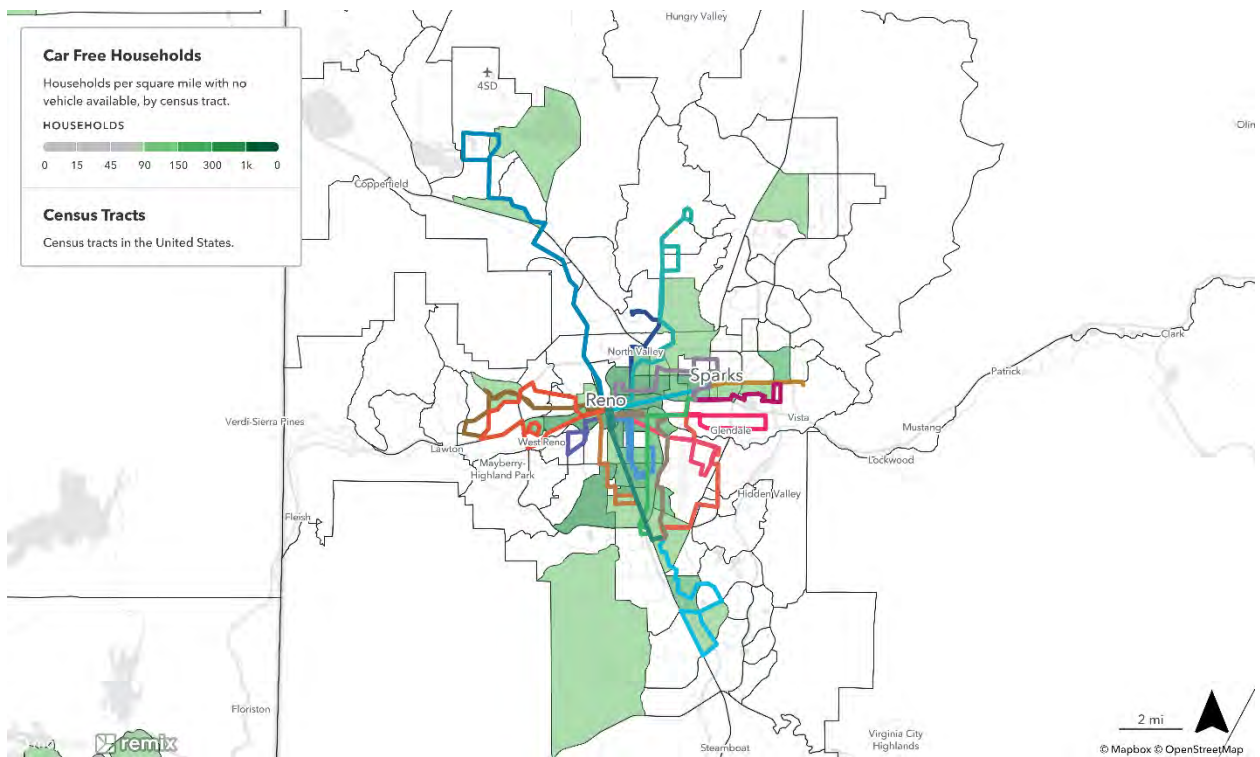


Figure 15 - Zero Car Households

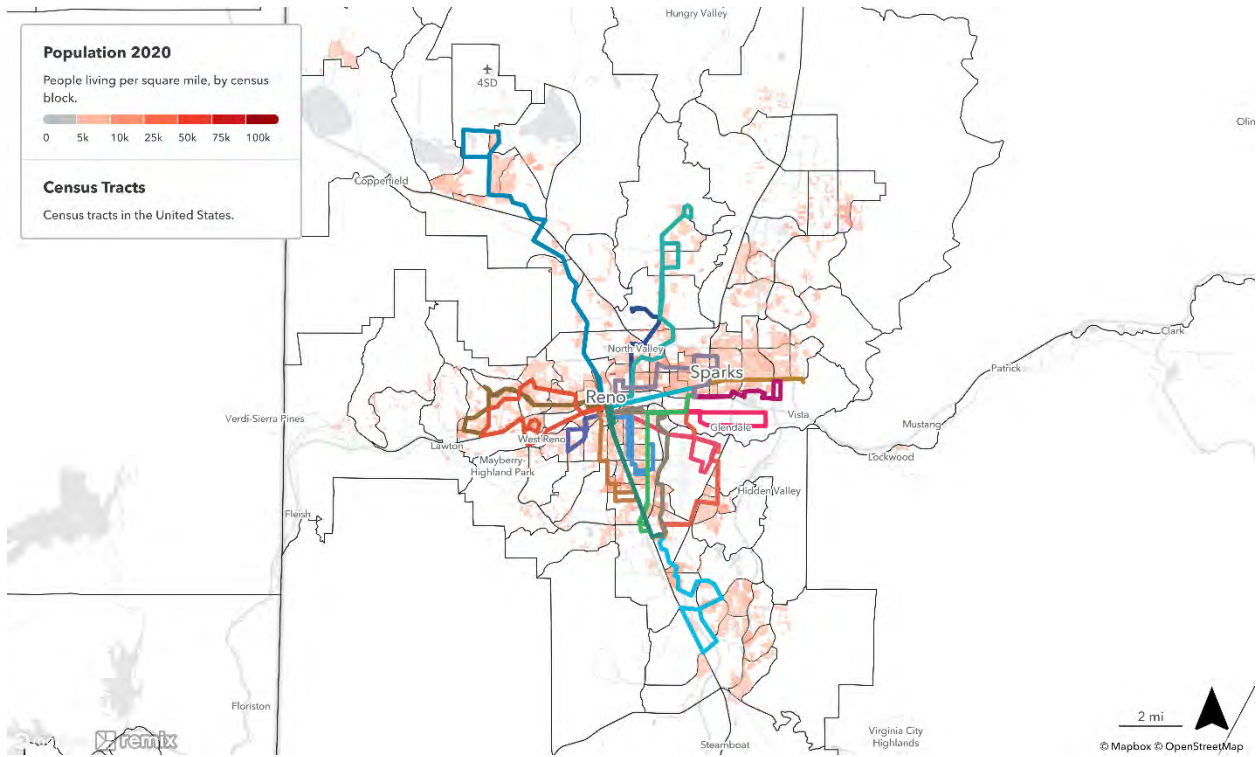


Figure 16 - Population Density

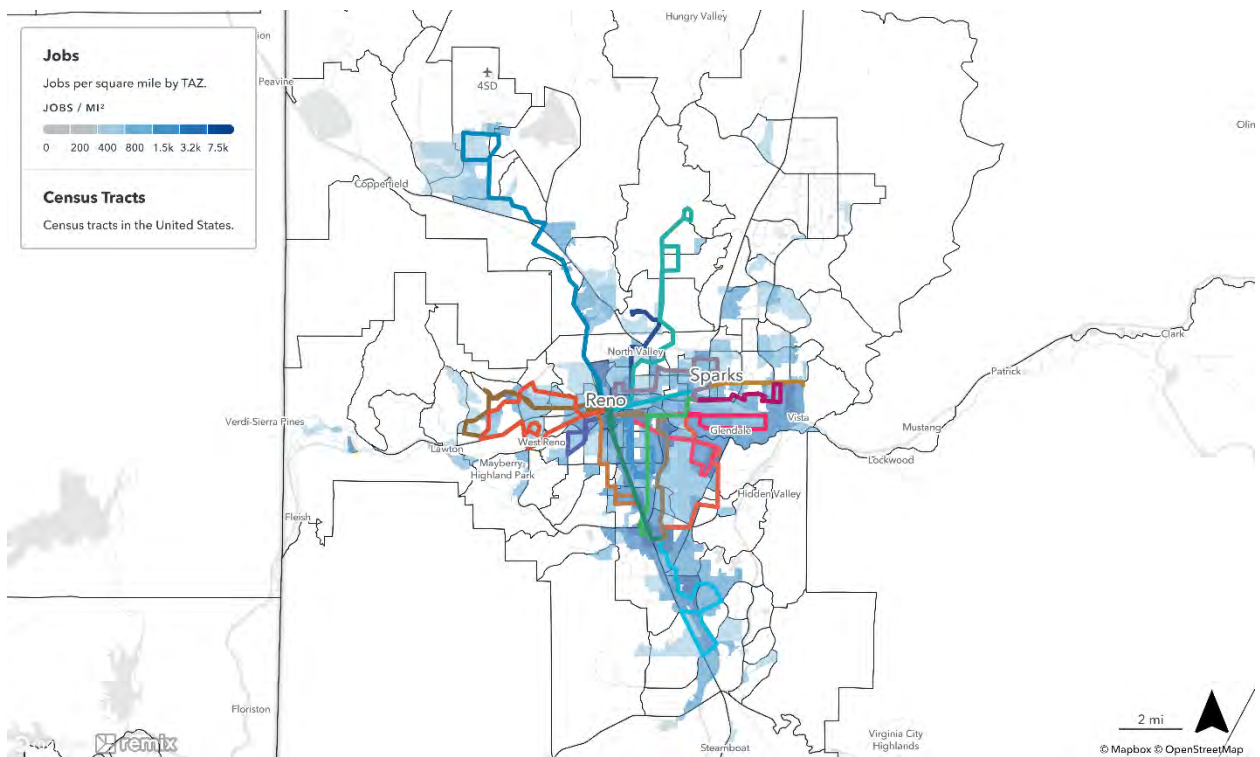


Figure 17 - Job Density

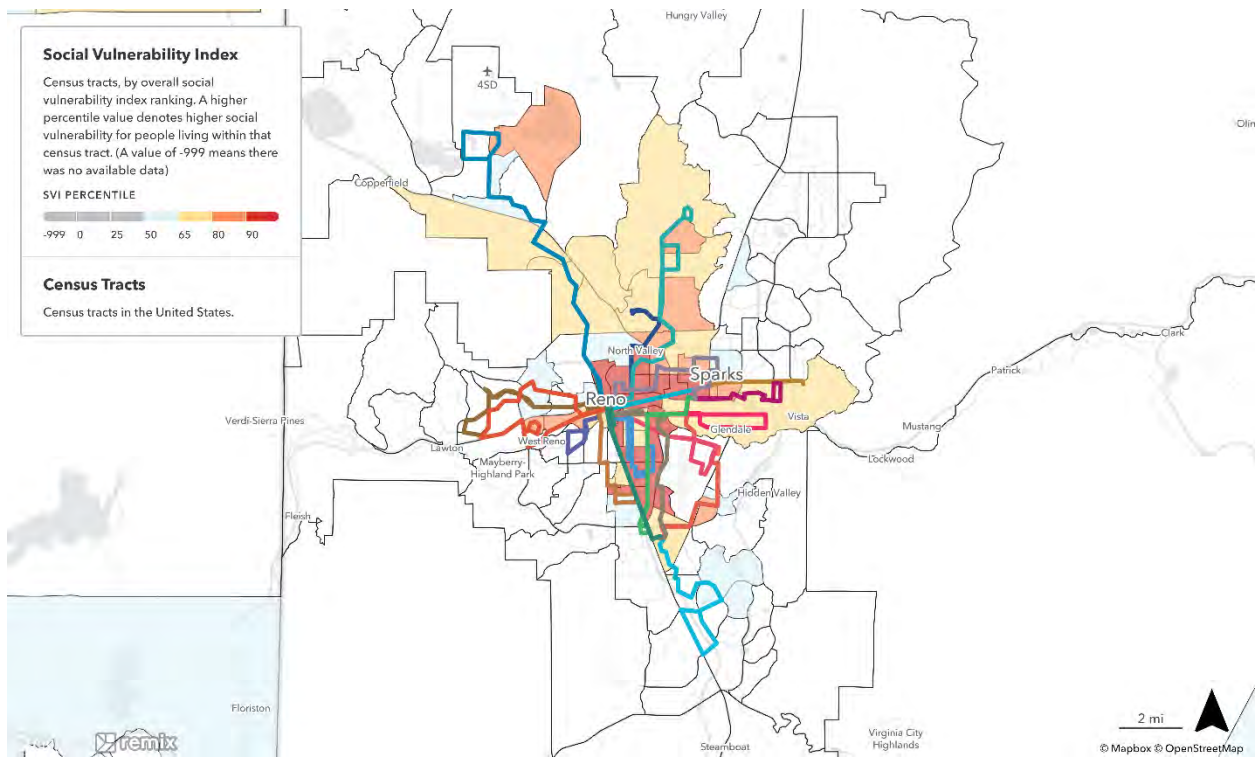


Figure 18 - Social Vulnerability Index

Service Span, Frequency, and Vehicle Loads

As presented below, the routes located in minority or low-income areas run longer than in non-minority areas. For example, Routes 1 and 11 are nearly 24-hour routes. Additionally, minority routes tend to provide more frequent service throughout the day. This is largely based on the demand for service in these areas. Based on these hours of service it is determined that minority bus routes do not differ negatively from the non-minority routes.

Route	Minority Route	Weekday frequency	Span of Service
1	Yes	30	23:17
2	Yes	30	20:32
3	No	60	16:21
4	No	60	17:47
5	Yes	30	19:33
6	No	60	17:17
7	Yes	30	20:25
9	Yes	30	19:49
11	Yes	30	21:42
12	Yes	30	19:40

13	Yes	30	17:59
14	No	30	19:20
15	Yes	30	17:20
16	No	60	17:12
18	Yes	30	19:23
21	Yes	30	19:45
26	Yes	30	18:39
54	Yes	60	13:09
56	Yes	60	16:54
Lincoln Line	Yes	10	12:58
Virginia Line	Yes	10	14:13

Table 10 - Service Availability by Route

The headways on minority and non-minority routes are equitable. The system average for the peak headway is 36 minutes. Minority routes are at 31 minutes while non-minority routes are 54 minutes. Additionally, the average span of service is 18:50 for minority routes and 17:35 for non-minority routes

On-Time Performance

RTC defines “on-time” as 1:00 minute early to 5:00 minutes late leaving each timepoint. This calculation is measured automatically using GPS logged into the Automated Vehicle Locator (AVL) system and is reported monthly to staff. Below is the on-time performance for CY2022 Q4.

	October 2022	November 2022	December 2022
Minority Routes	89.26%	89.83%	90.92%
Non-Minority Routes	91.24%	92.11%	88.58%
System Average	89.61%	90.23%	90.25%

Table 11 - On-Time Performance

Stop Amenities

RTC seeks to install transit amenities along bus routes based upon the number of passenger boardings at stops, with variances primarily due to the geographic space available for the installation of these amenities. This information is maintained in a database which includes references to minority and non-minority bus routes. A summary of our stop amenity data is below.

	% Stops With At Least One Bench	% Stops With At Least One Shelter

Minority Routes	74%	23%
Non-Minority Routes	67%	13%
System Average	69%	14%

Table 12- Summary of Stop Amenities

Vehicle Assignments

Vehicle assignments are done based upon the propulsion system of the vehicles and then randomly thereafter. Buses will be assigned to bus routes in such a way that the average age of the buses serving any major geographic area of the community will not vary from the system average by more than 40%.

Evaluating Service and Fare Changes

The analyses in this section are taken from staff reports shared with the RTC board outlining the results of analysis of any proposed changes, whether these changes meet the threshold of being a “major service change”, if they will have a disparate impact on the basis of race, color, or national origin and, if so, how best to minimize any such impacts. The RTC also conducts numerous public outreach events and public hearings for any proposed major service change or fare policy change. The RTC Board of Commissioners’ approvals are sought for all fare or services changes before they are implemented.

Based on the latest FTA guidance in Circular 4702.1B, the RTC will continue to ensure that Title VI analyses are conducted, and its findings are approved by its Board of Commissioners, for all fare and service changes recommended in the future.

Methodology

For the review of current routes, level of service, and potential route changes, RTC uses a transit planning program called Remix. This program uses ACS Census data to provide updated demographic information. Service changes are generally evaluated using the methodology below:

1. Get the population near a route, including its low-income and minority percentage.
 - For each route, build a shape that represents the area within quarter-mile of any of its stops (half-mile for BRT stops).
 - Intersect the catchment area with 2016-2020 ACS 5-year estimates (or latest available Census data). Get a list of block groups and the percentage overlap with each.
 - For each block group, take the percentage of overlap and multiply it by the block group’s statistics.
 - Get the population, minority population, and low-income population for each group and sum them together. This is the total population a route could serve.

2. Compare the number of people-trips, before and after.
 - Multiply the population near a route by the number of trips it makes (per year) to get “people-trips”.
 - Repeat for low-income and minority populations to get “low-income people-trips” and “minority people trips”.
 - Compare these numbers between the before and after versions of the route, to get a set of people-trip differences. We match before and after using routes that have the same name.

3. Get the total difference in people-trips across the transit system.
 - Repeat the process above for every route in the transit system.
 - Sum together the difference in people-trips. This will return three numbers: total difference in people-trips, total difference in low-income people-trips, and total difference in minority people trips.

4. Calculate the change borne by low-income and minority populations.
 1. Divide the total difference in low-income people trips by the total difference in people-trips to get the percentage of change borne by those with low incomes.
 2. Repeat for minority people-trips.

5. Compare the percentage change to the average in the service area.
 - Calculate the average percentage of low-income and minority populations across the entire service area.
 - Subtract from the change borne by those populations.
 - Get two final numbers: the delta between the impact this set of transit changes had on low-income and minority populations compared to any average change.

FTA Circular 4702.1B requires that recipients of federal transit funds prepare service equity analyses for proposed major service changes or any fare change. RTC policy identifies a major service change as:

- A reduction or increase of 10% or more of system-wide service hours
- The elimination or expansion of any existing service that affects:
 - 25% or more of the service hours of a route
 - 25% or more of the route’s ridership (defined as activity at impacted bus stops).

The analysis prepared under Title VI requirements is used to determine if a disparate impact exists with minority and disadvantaged populations. RTC’s Title VI policy defines that a disparate impact exists if the impact of any major service change requires a minority population to bear adverse effects (20% more or less) than those adverse effects borne by the non-minority population. Should a proposed major service change result in disparate impact, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disparate impact of the change. If RTC finds potential disparate impacts and then modifies

the proposed changes in order to avoid, minimize or mitigate potential disparate impacts, RTC will reanalyze the proposed changes in order to determine whether the modification actually removed the potential disparate impacts of the changes.

Below is information for each service change which met either one of these thresholds for FY 2020, 2021, and 2022. There were no temporary or permanent changes to the fare policy during this time frame.

September 5, 2020, Service Change

For the September 5, 2020, Service Change, RTC implemented the following improvements in service:

1. Route 5 – extend route to Desert Skies Middle School
2. Route 18 – fill in existing gaps in service frequency
3. Route 25 / 26 – extend existing Route 25 to the Northern Nevada Medical Center and renumber as Route 26.
4. FlexRIDE – add FlexRIDE services to the Somerset/Verdi and Spanish Springs area
5. Limited Specific Segment Run-Time Adjustments – as needed.

Two of these changes (Route 5 and Route 25/26) met the threshold of a major service change as defined by RTC. Title VI analysis was conducted for each route and the changes in demographic information is presented below. All changes implemented associated with this service change were increases in coverage and frequency and are considered improvements in service.

	Previous Route 5	Implemented Route 5	% Difference
Population	16,824	18,522	10.1%
Jobs	9,113	9,642	5.8%
% In poverty	29.4%	28.0%	-4.8%
% Minority	55.0%	54.4%	-1.1%
% Seniors	10.2%	10.2%	0%
% Youth	26.8%	26.7%	-.4%
% LEP	13.2%	13.0%	-1.5%
% Disabled	14.9%	14.9%	0%
% No vehicle	17.6%	16.6%	-5.7%

	Previous Route 25	Implemented Route 26	% Difference
Population	7,901	11,250	42.39%

Jobs	2,528	3,390	34.1%
% In poverty	22.4%	16.1%	-28.1%
% Minority	42.8%	43.2%	0.9%
% Seniors	17.8%	18.9%	6.2%
% Youth	20.1%	18.6%	-7.5%
% LEP	15.2%	13.8%	-9.2%
% Disabled	16.3%	15.3%	-6.1%
% No vehicle	14.7%	11.8%	-19.7%

January 4, 2021, Service Change

The following changes were implemented with the January 4, 2021, Service Change

1. RTC RAPID – Virginia Line - The Virginia Street BRT UNR Extension project, which was approved for construction in CY 2014, was completed. This project was designed to improve Americans with Disabilities Act (ADA) access and facilities, improve pedestrian access and facilities, construct three new transit stations, and improve the street facility and traffic patterns for the Midtown area from Plumb to Liberty. Additionally, the project also extended the Virginia Line – RAPID service from RTC’s 4TH STREET STATION to a new roundabout on Virginia Street at the Lawlor Events Center with five additional new transit stations.
2. Route UNR – Midtown Direct - The UNR – Midtown Direct route was a temporary route instituted to improve transit connections between the UNR campus and Midtown during the Virginia Street BRT Extension construction project and better support the businesses in downtown Reno and Midtown. As originally planned and proposed, the recommendation was to discontinue this temporary route upon implementation of the newly constructed Virginia Line – RAPID service.
3. Limited Specific Segment Run-Time Adjustments

FTA policy dictates a Title VI analysis when a route is eliminated from service, including temporary routes that last more than one year in duration. Given that the temporary UNR – Midtown Direct route had operated for more than one year during the construction of the BRT line, a Title VI analysis was required.

RTC’s policy thresholds for disparate impact and disproportionate burden is 20%. For the proposed route changes as measured by the process guided by RTC’s Title VI policy, the burden for low-income populations is 5.8% and the burden for minority populations is 30.5%. However, there are three contributing factors involved with running the analysis mandated by the Title VI policy:

1. RTC’s Title VI process states that the agency will use U.S. Census or American Community Survey data as the basis for all Title VI analysis. However, this data is inadequate when used for analyzing the census blocks around the UNR campus. This inadequacy is a result of the student population using a permanent address from off-campus locations while their primary activity and residence is on and around campus.
2. The method used for this analysis uses a catchment area of ¼ mile around every individual bus stop to denote the distance that will attract users to the transit system. However, the typical transit practice is that while ¼ mile is generally accepted for regular bus stops, ½ mile is the standard for fixed guideway services including BRT routes such as the Virginia Line. Rerunning the analysis using a ½ mile buffer for the Virginia Line stops shows that the proposed change should be considered an increase in service, not a decrease.
3. The low usage of the UNR Midtown Direct route is partially a result of it being advertised as a temporary route and in the case of the January 2021 route changes, this poorly performing route is being replaced with the high performing RAPID Virginia Line BRT service extension to the university. Below is a table outlining the differences between the two routes.

Route	Base Frequency	Rides per Hour	Productivity Rank	Transfer Opportunities
RAPID – Virginia Line	10 minutes	36.9	1 (of 27)	19 routes
UNR – Midtown Direct	30 minutes	5.9	27 (of 27)	5 routes

After review of the issues presented above, the route changes were approved.

May 1, 2021, Service Change

The following changes were implemented with the May 1, 2021, Service Change

1. Truckee Meadows – Incline Village / Sand Harbor FlexRIDE Pilot Service
2. Routine Schedule Time Adjustments

As neither of these changes met the requirements for a Title VI analysis, this analysis was not conducted.

August 7, 2021, Service Changes

The following changes were implemented with the August 7, 2021, Service Change

1. Expansion of Span of Service on RAPID – Virginia Line

2. Routine Schedule Time Adjustments

As neither of these changes met the requirements for a Title VI analysis, this analysis was not conducted.

January 1, 2022, Service Changes

On January 8, 2022, due to low staffing levels because of COVID-19, RTC went to a base Sunday level of service 7 days a week which resulted in temporary decreases. Since this event, RTC incrementally added service back as staffing levels improved with services fully restored on May 7, 2022. As this was a temporary reduction lasting less than 5 months, no Title VI analysis was required or conducted.

GUIDANCE FOR METROPOLITAN PLANNING ORGANIZATIONS

Guidance on Conducting Metropolitan Transportation Planning

- A. The demographic profile of RTC RIDE's service area is included in Part II Section I "Demographic Data".
- B. The RTC understands that low income and minority populations have specific needs when it comes to transportation. As reflected in this report, the RTC's highest ridership routes are generally minority and low income routes. In many cases, public transportation is the only transportation available for this population to get to work, school and other activities. The December 2008 on-board survey showed that 46% of riders have no working vehicle available to them.

The RTC works hard to provide the public with routes that are on time and reliable. Also, there is a large emphasis placed on the installation of transit amenities such as shelters, benches and trash cans. These amenities make riding the bus more pleasant for passengers. As indicated in this report many of these amenities are located on minority and low-income routes. This is largely a result of high ridership on these routes. Based on the analysis of this report it has been determined that minority and low-income populations are well served by the bus routes. However, there is always room for improvement and the RTC will continue to monitor routes to ensure that they serve the needs of minority and low-income populations.

- C. Different socioeconomic groups face different challenges in many aspects of life. In regard to public transportation the primary burden facing minority or low income populations are that they are more likely to be dependent on the transit system than the remainder of the population. For example, if a minority or low income person is running late for work, he or she may not have the ability to drive a car to work that day instead of taking the bus.

This burden has large implications for the transit system. In order to balance the difference in burdens between socioeconomic groups, the RTC must provide reliable, on-time service to our passengers so they are able to get to work, school and social activities without fear of being late. It is important to make the ride as pleasant and positive as possible. Passenger amenities, such as shelters and benches, play a large role in making the wait for the bus more appealing. Friendly drivers and clean, reliable buses also make the ride more enjoyable for passengers.

Another burden that can impact low income and minority populations more than the remainder of the population are fare and service changes. This relates back to the population's reliance on public transportation. Many people do not have transportation options other than taking the bus and may have more limited resources when paying for a fare. Therefore, it is important that the RTC focuses on public input and spends time analyzing the impacts of fare and service changes for the minority and low income populations. As described in this report any major service or fare change goes through thorough analysis before it is implemented. These changes are sometimes needed to best utilize the available resources and benefit the most passengers.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.5.3

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Purchase of four (4) forty (40) foot ZX5 Max Battery Electric Bus Vehicles

RECOMMENDED ACTION

Approve the purchase of four (4) forty (40) foot ZX5 Max Battery electric bus vehicles utilizing the State of Georgia's Contract No. 99999-001-SPD0000138-0007, for an estimated amount not-to-exceed \$3,970,176.

BACKGROUND AND DISCUSSION

On August 23, 2022, the RTC requested approval from the Federal Transit Administration (FTA) for an early disposition of four (4) BE35 Proterra electric buses before the end of their twelve (12) year useful life (2026), and to use the remaining FTA federal share toward the purchase of four (4) replacement (federally eligible) electric buses.

The four (4) BE35 Proterra electric buses were originally purchased in 2014, and were some of the first buses produced by Proterra and procured by RTC using FTA Transit Investment in Greenhouse Gas and Energy (TIGGER) grant funds. The buses were experimental first-generation heavy duty zero emission vehicles that had reliability hurdles from the start. Frequent and on-going maintenance issues with these buses were making them unsuitable and unreliable for sustained route service.

RTC informed the FTA that it would utilize the Georgia State contract to replace the original four (4) Proterra BE35 electric buses with four (4) new ZW5 Proterra electric buses. The purchase cost of the new buses including RTC configurables is \$1,092,544 per bus. The remaining purchase balance will be paid with other federal and RTC local funds.

On September 2, 2022, the FTA approved RTC's request to transfer the remaining federal interest into these new vehicles allowing the RTC to continue with the operation of electric buses and demonstrate the competency of these latest technology electric buses in our application. The RTC has been purchasing fully electric buses and has a sustainability goal to be 100% zero emission by 2035 and remains on track to achieve this goal. By utilizing the State of Georgia's contract, the RTC will be able to capture the lower prices offered for this particular type of vehicle bus purchase.

With this procurement, Proterra has included an “Early Adopter Incentive Offer” wherein RTC will receive a credit of One Hundred Thousand Dollars (\$100,000) per Vehicle for a total of Four Hundred Thousand Dollars (\$400,000) towards the purchase of the new Vehicles in exchange for a list of specific salvage parts from the early disposition of the BE35 vehicles. The batteries of these Proterra vehicles will be donated to the University of Nevada, Reno.

FISCAL IMPACT

FTA has authorized a like kind exchange in order to use proceeds from the sale of retired BE35 buses towards this purchase. Additional funding to cover full purchase price is available in the current year budget and will be comprised of federal formula funding with a local sales tax match.

PREVIOUS BOARD ACTION

12/24/2019 Approved an agreement with Proterra, Inc., to purchase two (2) electric fixed-route buses and two (2) bus chargers utilizing the State of Georgia Fleet Vehicles procurement contract number 99999-001-SPD0000138 in the amount of \$1,969,648; and authorized the RTC Executive Director to execute the agreement.

ELECTRIC VEHICLE PURCHASE AGREEMENT

Between

**Regional Transportation Commission
of Washoe County**

and

Proterra, Operating Company Inc.

(INSERT DATE)

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APPENDICES

- Appendix A – Technical Specifications for Vehicles
- Appendix B – Testing Procedures and Protocols, Including Acceptance Testing
- Appendix C – Change Order Form
- Appendix D – Warranty Provisions
- Appendix E – Options Tracker
- Appendix F – Applicable Federal Requirements
- Appendix G – Invoice Form
- Appendix H – Parts for Salvage

This Electric Vehicle Purchase Agreement (Agreement) is made and entered into on INSERT DATE by and between the Regional Transportation Commission of Washoe County, Nevada (RTC) and Proterra Operating Company, Inc. (Contractor), a corporation authorized to do business in the State of Nevada that is manufacturing and supplying the electric vehicles purchased under this Agreement. This Agreement implements the purchase of vehicles off of the State of Georgia schedule, with an issue and effective date of July 1, 2018, as amended and extended, between Contractor and the State of Georgia ("State of Georgia Contract"). as is expressly permitted by Section 3019 of the Fixing America's Surface Transportation Act.

ARTICLE 1 -- INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Agreement, the term –

(1) **"Acceptance"** means written documentation executed by the RTC evidencing the RTC's determination that a particular Vehicle, provided by the Contractor under this Agreement has been completed and delivered in full conformance with all requirements and provisions in the Technical Specifications and the other Contract Documents, and has been determined to be in acceptable operating condition under the Acceptance testing procedures described in Appendix B.

(2) **"Agreement"** means this written agreement executed by the RTC and the Contractor which sets forth the rights and obligations of the Parties.

(3) **"Change Notice"** means a document issued by the RTC to the Contractor specifying a proposed change to the Work or to the Contract Documents, and directing the Contractor to provide, at Contractor's expense, price and/or other information relating to that change within the time specified in the notice. Unless otherwise expressly stated on its face, a Change Notice is a proposal which may result in a Change Order.

(4) **"Change Order"** means an order executed by the RTC and issued to the Contractor modifying the Work, the Technical Specifications, the Final Bus Design or the other Contract Documents. The Change Order establishes the basis for any adjustments in Contract Price or Critical Path Schedule resulting from the change, and becomes a part of the Contract Documents upon execution by both Parties.

(5) **"Contract Amendment"** means a document signed by duly authorized representatives of each Party that changes or modifies this Agreement.

(6) **"Contract Documents"** means the documents identified in Section 103 which collectively constitute the obligations of the Contractor.

(7) **"Contract Price"** means the total compensation to be paid to the Contractor by the RTC, as set forth in Section 301 of this Agreement.

(8) **"Contractor"** means Proterra Operating Company, Inc. and includes any subsidiary, affiliate, or parent company thereof to which Proterra Operating Company, Inc. assigns, transfers, or delegates in writing the obligation to perform all or any portion of the Work; provided that Proterra Operating Company, Inc. shall remain responsible (notwithstanding any such assignment, transfer, or delegation) for the full performance of this Agreement and compliance with the Contract Documents.

(9) **"Critical Path Schedule"** means the schedule developed by the Contractor and agreed upon by the RTC for the performance of the Work.

(10) **"Days"** means calendar days; provided that where the term "business days" is used, it means Monday-Friday, excluding Federal holidays.

(11) **"Executive Director"** means the Executive Director of the RTC or the person designated in writing to carry out the Executive Director's rights or obligations under this Agreement.

(12) **"Final Bus Design"** means the final configurations and specifications that have been approved by the Customer during the pre-production meeting in Appendix E the Options Tracker.

(13) **"First Article Vehicle"** means the first Vehicle to complete testing, production, and delivery to the RTC.

(14) **"Fleet Defect"** means a failure or defect in the same component, part, or system in the four (4) Vehicles supplied under this Agreement.

(15) **"Force Majeure"** means acts of God; flood; war; terrorism; epidemic; natural disaster; supply chain disruptions; lockout or commandeering of raw materials, plants, or facilities by the Government; or other similar unanticipated and unforeseeable event beyond the control of the Contractor which was not due to any act or omission of the Contractor and which could not have been avoided by due diligence and use of reasonable efforts by the Contractor. The term "Force Majeure" does not include changes in law or strikes or work stoppages involving the Contractor's employees or personnel or the employees.

(16) **“Governing Body”** means the Board of Commissioners of the RTC.

(17) **"Inspector"** means the RTC’s authorized representative with responsibility for reviewing and monitoring the Contractor's production and manufacturing processes, observing testing performed by the Contractor, conducting inspections and testing, and confirming the Contractor's compliance with the requirements of the Technical Specifications and other Contract Documents.

(18) **“Key Personnel”** means the Contractor’s Project Manager, Manager of Design/Engineering, Manager of Quality Control, and Manager of Production, or equivalent positions.

(19) **"Materials"** includes equipment, material, components, subcomponents, assemblies, subassemblies, products, supplies, tools, cables, software and articles incorporated in the Work or otherwise used or furnished by the Contractor in performing this Agreement.

(20) **"Notice of Termination"** means written notice from the RTC to the Contractor terminating the Agreement completely or partially, either for convenience of the RTC or for default due to the Contractor's failure to perform its contractual obligations.

(21) **"Notice to Proceed"** or **"NTP"** means written notice from the RTC to the Contractor that authorizes the Contractor to proceed with the Work.

(22) **"Party"** or **"Parties"** means the RTC and the Contractor.

(23) **"Product Data"** means drawings, plans, procedures, performance charts, instructions, brochures, warnings, and other information furnished by the Contractor to the RTC to illustrate or explain the assembly, production, installation, maintenance, or operation of the Vehicles, or other elements of the Work.

(24) **“Project”** means the RTC project funded by the Federal Transit Administration (FTA) to acquire electric vehicles.

(25) **"Project Site"** means the facilities and other property of the RTC where Work will be furnished, delivered, or performed under this Agreement.

(26) **"Project Manager"** means the Contractor's executive representative who is designated to direct the activities of the Contractor under this Agreement and to receive and carry out instructions from the RTC.

(27) **"Ready-to-Use"** means complete and fully operational with all materials, systems, and components incorporated.

(28) **"RTC"** or **“Regional Transportation Commission”** or **“Commission”** means

the Regional Transportation Commission of Washoe County, Nevada. The rights and obligations of the RTC under this Agreement shall be carried out by the Executive Director or his designee.

(29) "Samples" means physical examples, which illustrate Materials, fixtures, and workmanship and which establish standards by which the Work may be judged to assess conformity with this Agreement and the other Contract Documents.

(30) "Service Contractor" means the entity responsible for the operation and maintenance of the RTC's fixed route or paratransit system in Washoe County, Nevada, pursuant to a contract with the RTC.

(31) "State" means the State of Nevada, U.S.A.

(32) "Subcontractor" means any individual, partnership, firm, corporation, or joint venture that contracts with the Contractor to furnish or supply services, labor, subsystems, components, or materials under this Agreement.

(33) "Technical Specifications" means the specifications for the Vehicles set forth in Appendix A, of this Agreement that set forth the detail of the Work, including design, performance, material, testing, methods of manufacture, and other requirements of this Agreement.

(34) "Vehicles" means the four (4) forty (40) foot ZX5 Max Battery electric bus vehicles to be manufactured and supplied by the Contractor under this Agreement, as more specifically described in the Vehicle Technical Specifications in Appendix A.

(35) "Work" means the Vehicles, and other Materials to be supplied by the Contractor under this Agreement, and includes all the design, manufacturing, production, warranties, and technical and other professional services and responsibilities to be carried out by the Contractor in the performance of this Agreement, including all elements of the Scope of Work set forth in Section 201 hereof.

SEC. 102 AGREEMENT TO PURCHASE

The RTC agrees to purchase from the Contractor, and the Contractor agrees to sell and supply to the RTC, in accordance with the terms of this Agreement, four (4) Vehicles, and related Materials, services and support as specified in this Agreement, for the total Contract Price of Three Million Nine Hundred Seventy Thousand One Hundred Seventy Six U.S. dollars

(\$3,970,176). The individual pay items to be acquired under this Agreement are set forth in Appendix E of this Agreement.

SEC. 103 CONTRACT DOCUMENTS

(a) Order of Precedence -- Each of the Contract Documents is an essential part of the Contract, and is binding upon the Contractor in the performance of the Work. The Contract Documents consist of the following, set forth hereafter in their order of precedence:

- (1) This Agreement, including any Change Orders and Amendments hereto.
- (2) The Georgia State Schedule
- (3) Federal Requirements and Contract Clauses.
- (4) The Technical Specifications for the Vehicles.
- (5) All other Appendices to this Agreement.

(b) Conflicts between Contract Documents --

(1) Conflicts between Contract Documents (General) -- In case of conflicts between Contract Documents, the Contract Document order of precedence dictates which Contract Document governs, and thus, which corresponding provisions take precedence (between two Contract Documents).

SEC. 104 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents, warrants, and covenants as follows:

(a) Maintenance of Licenses and Permits -- The Contractor and its Subcontractors shall maintain all required licenses, permits, status, professional ability, skills and capacity to perform the Work, in accordance with the requirements of the Contract Documents.

(b) Laws, Regulations, and Governmental Approvals -- The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals, prior to entering into this Contract. The Contractor acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in Contract Price on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(c) Legal Proceedings -- There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.

(d) Status and Authority -- (1) The Contractor is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of Nevada, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (2) if a joint venture or partnership, each member of the Contractor is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (3) the execution and performance of this Contract will not result in a breach or default under the organizational documents of any such person or under the terms of any indenture, loan, credit agreement, or related instrument to which such person is a party or by which it is otherwise bound.

SEC. 105 USE OF ENGLISH LANGUAGE AND UNITED STATES DOLLARS

(a) Use of English -- All Contract Documents, conferences, negotiations, correspondence, Technical Specifications, technical manuals, Drawings, Product Data, and financial information, shall be prepared, conducted, or provided solely in the English language and using U.S. customary system of weights and measures. Metric units may be used as supplementary information but not to the exclusion of U.S. system units.

(b) Use of Dollars -- All Contract Documents, computations required by this Agreement, applications for payment, invoices, and statements of costs and prices (including supporting information for the cost and price analysis) shall be conducted or presented solely in United States dollars. Any and all payments shall also be made solely in United States dollars.

ARTICLE II -- GENERAL CONDITIONS

SEC. 201 SCOPE OF WORK

(a) General Scope -- The Contractor shall design, test, produce, manufacture, deliver, and provide warranties for four (4) Vehicles, and related Materials, as required under this Agreement. The Vehicles, and other Materials provided under this Agreement shall conform in all respects to the Technical Specifications and Final Bus Design set forth in Appendix A of this Agreement.

(b) Specific Elements of Scope -- The Contractor shall:

- (1) Design the Vehicles.
- (2) Provide Product Data for the Vehicles.
- (3) Manufacture, test, and deliver the Vehicles.
- (4) Provide other Materials as specified in the Contract Documents.
- (5) Participate in Pre-Production and First Article Vehicle Inspection meetings.
- (6) Provide operator manuals, maintenance manuals, parts manuals, training

materials, and other technical support manuals and materials required by this Agreement, and the Technical Specifications.

(7) Provide training in accordance with Section 222 hereof.

(8) Provide parts availability as required by this Agreement.

(9) In order to properly monitor the battery packs and other vehicle systems for warranty and service purposes, Contractor obtains various data points from major subsystems of the Bus, including the battery pack. Upon request, Contractor shall provide data that may be required by the FTA to satisfy the requirements of any grants or other sources of funding used to purchase the Buses by RTC at an interval of no more frequently than once per month and for a total duration of no more than twelve (12) months.

(c) Inclusion in Price -- The Contractor agrees that all elements of the Scope of Work are included in, and will be performed and delivered for, the Contract Price set forth in Section 102 of this Agreement.

SEC. 202 NOTICE TO PROCEED

(a) Submittals -- After the date this Agreement is executed by the RTC and the Contractor, the Contractor shall submit the following to the RTC within ten (10) Days: (1) the certificates of insurance, as specified in Section 221(a); (2) the designation of the Contractor's Project Manager and other Key Personnel; (3) the Contractor's organizational chart; (4) executed Federal certifications; and (5) an executed copy of the Agreement.

(b) Notice to Proceed -- Within three (3) Days after receipt from the Contractor of the documentation required under subsection (a), the RTC will issue a Notice to Proceed (NTP) to the Contractor. The Contractor is not authorized to perform Work under this Agreement prior to receiving the NTP.

(c) Schedule -- Time is of the essence in this Agreement. The Contractor shall diligently prosecute the Work to completion in accordance with the Critical Path Schedule as set forth in Section 205. The RTC will cooperate in assuring adherence to the Critical Path Schedule.

SEC. 203 GENERAL OBLIGATIONS OF THE CONTRACTOR

(a) Standard of Performance -- The Contractor shall perform the Work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry. The Contractor shall perform all Work in its own name and as an independent contractor and not in the name of, or as an agent for, the RTC.

(b) Labor and Materials --

(1) Duty to Furnish -- The Contractor shall furnish all labor and Materials, plant, tools, test equipment, and transportation required for the performance and completion of the Work in the manner and within the time specified in this Agreement.

(2) Fitting and Functioning -- The Contractor shall assume responsibility for the proper working and fitting together of all parts and components, and for the proper functioning and system integration of all aspects of the Vehicles, in order to assure successful operation in accordance with this Agreement, the Technical Specifications, and the other Contract Documents.

(d) Quality Assurance Program -- The Contractor shall prepare a quality assurance program, in accordance with Section 208, which outlines how all of the quality assurance requirements and functions will be defined, implemented, executed, managed, controlled, recorded and reported.

(e) Fees and Permits -- The Contractor shall perform, at no additional expense to the RTC, all of its obligations under this Agreement, and shall pay all fees, permits, and royalties for all intellectual property and all patented appliances, products, or processes incorporated in the Work.

SEC. 204 PROJECT MANAGEMENT

(a) Project Manager and Key Personnel -- The Contractor shall designate in writing the name, qualifications, and experience of its proposed Project Manager and other Key

Personnel, as part of the documentation required under Section 202(a). The Project Manager shall have full authority to represent and act for the Contractor.

(b) Reassignment -- The Contractor shall provide the RTC with advance written notice if it desires to change the Project Manager or other Key Personnel. Any replacement Project Manager or other Key Personnel must have qualifications and experience comparable to the individual being replaced.

(c) Contractor Organization -- The Contractor shall provide the RTC with an organizational chart showing lines of authority in the Contractor's organization and individuals responsible for the performance of the Work.

(d) RTC Project Director -- The RTC shall designate in writing, in the NTP provided under Section 202(b), a Project Director who shall be responsible for overseeing the Contractor's performance of this Agreement.

SEC. 205 CONTRACT TIME AND CRITICAL PATH SCHEDULE

(a) Contract Time -- The total contract time provided for the completion of the Work (except warranty work and on-site support) and delivery of the Vehicles will be evaluated and discussed once this Agreement is executed and a build slot has been secured.

(b) Critical Path Schedule -- Contractor will use all reasonable business efforts to ensure a start of production that will support a timely production schedule, which cannot be determined until this Agreement is executed and a build slot has been secured. Contractor shall provide scheduling updates and proactive notice to any scheduling delays to RTC to the best of its ability.

(c) Quarterly Status Reports -- The Contractor shall submit quarterly status reports to the RTC detailing its progress in completing the Work and adhering to the Critical Path Schedule, and summarizing the significant issues addressed and decisions made at the most recent meeting.

SEC. 206 MATERIALS AND WORKMANSHIP

(a) Workmanship -- The Contractor shall perform all Work under this Agreement in a skillful and workmanlike manner. Workmanship shall be of the best quality and shall conform in all respects to the best practice in the industry. All employees, agents, and other workers used by the Contractor shall have sufficient skill and training to perform the work assigned to them.

(b) Materials –

(1) Quality -- The Contractor shall assure that all Materials incorporated into the Vehicles, and other elements of the Work covered by this Agreement are of the grade and quality specified in the Technical Specifications.

(2) Duty to Furnish -- The Contractor shall furnish all materials and components required to complete the Work, other than any identified in the Contract Documents as being furnished by the RTC. Notwithstanding any prior inspection and approval by the RTC, the Contractor shall assure that only Materials conforming to the requirements of this Agreement are incorporated in the Work. Any necessary modifications to Materials shall be made at the Contractor's manufacturing facility or at the manufacturing facilities of its Subcontractors. All Materials and components shall be manufactured, handled, and incorporated so as to ensure completed Work in accordance with this Agreement and the other Contract Documents.

(c) New Materials Required -- The Contractor shall assure that all Vehicles, and all Materials incorporated into the Vehicles, and other elements of the Work, are new. A new Vehicle, as required by this subsection, must be made up completely of unused genuine original parts, and which has not been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.

(d) Handling of Materials -- The Contractor shall transport, handle, and store all Materials in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. All Materials shall be stored in a manner to facilitate inspection by the Contractor and the RTC.

(e) Reliability of Products -- The Vehicles shall be designed and constructed by the Contractor to assure a high degree of reliability, to minimize down-time during maintenance, and to reduce break downs and failures that result in service delays and interruptions. In addition, the Contractor shall comply with all reliability standards and representations set forth in its warranties.

SEC. 207 PRE-PRODUCTION AND FIRST ARTICLE VEHICLE INSPECTION MEETINGS

(a) Basic Requirement – The Parties agree that one (1) Pre-production and one (1) First Article Vehicle Inspection meeting will be held at the RTC facility and at the Contractor's facility in Industry, California, respectively, to review the Technical Specifications, and related Contract Documents and the overall progress of the Work, as more specifically described in this

Section. Each Party shall assure that appropriate staff and representatives are available for the meetings.

(b) Purposes and Subject Matter -- The purposes of the meetings shall be as follows:

(1) To review the overall progress of and schedule of the Work, particularly in relation to the Critical Path Schedule.

(2) After final bus configuration and specification options are determined, Contractor's Engineering Team will design the Vehicle and provide such design to RTC to review. Upon RTC approval, this design shall be deemed the "Final Bus Design," which shall be incorporated by reference into this Agreement. Contractor shall build each Vehicle according to the Final Bus Design, and RTC shall accept each Vehicle built to Final Bus Design. To review any Change Notices and review and finalize Change Orders. The Final Bus Design shall supersede both the Option Tracker and Technical Specifications, to the extent there are differences between such documents.

(3) To review the tests and inspections planned by the Contractor to assure compliance and compatibility with the Technical Specifications and Final Bus Design, and to conduct an inspection of the First Article Vehicle.

(4) To address Federal Motor Vehicle Safety Standards (FMVSS), Buy America requirements, Americans with Disabilities Act requirements, and other regulatory compliance issues.

(6) To review and address any issues regarding the Product Data.

(7) To discuss and resolve any other issues relating to the progress of the work and the successful implementation of the Project.

(c) Minutes and Follow-up -- The Contractor shall prepare minutes at the conclusion of each meeting, reflecting an accurate record of the discussions held and agreements reached at that meeting, and identifying the actions to be taken and the key agenda items for any subsequent meetings.

(d) Contractor Responsibility -- Review of the Contractor's Product Data by the RTC under this Section (including agreement to specific drawings) shall not relieve the Contractor of any responsibility, including but not limited to, responsibility for accuracy of dimensions and details. The Contractor shall remain responsible for agreement and conformity of its Product Data with the Contract Documents, and for conformity of the completed Vehicles, and all

components thereof, with the Technical Specifications, Final Bus Design and other Contract Documents.

SEC. 208 QUALITY ASSURANCE REQUIREMENTS

(a) Required Certifications -- The Contractor agrees that it will continue, during the term of this Agreement, to take necessary and appropriate steps to obtain ISO 9001 certifications for its plant, manufacturing processes, and organization.

(b) Quality Assurance Organization --

(1) Required Organization -- The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management. The Contractor shall designate an individual to serve as Quality Manager. The Quality Manager shall be responsible for all quality assurance issues, quality control, documentation, and reporting.

(2) Quality Control -- The Contractor's quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of Vehicles, and other Materials to be supplied under this Agreement.

(3) Authority and Responsibility -- The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance and rejection of materials and manufactured articles in the production of Vehicles, Shop Chargers and other Materials to be supplied under this Agreement.

(c) Functions of Quality Assurance Organization -- The Contractor's quality assurance organization shall include the following minimum functions:

(1) The quality assurance organization shall verify inspection operation instructions to ascertain that the Vehicles, Shop Chargers and other Materials meet all prescribed requirements.

(2) The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the RTC's Inspectors, and shall remain available for a minimum of one (1) year after inspections and tests are completed.

(3) The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective Vehicles and Shop Chargers. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective materials, supplies, services, facilities, technical data, or standards.

(4) The quality organization shall provide a system for commissioning of each material element of the completed Vehicle and Shop Charger.

(d) Standards and Facilities -- The following standards and facilities shall be included in the Contractor's quality assurance process:

(1) The Contractor shall maintain Drawings, Product Data, assembly procedures, and other documentation that completely describe the Vehicle that meets all of the requirements of this Agreement. The quality assurance organization shall verify that all Vehicles are manufactured in accordance with the controlled Drawings, Product Data, procedures, and documentation.

(2) The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the Vehicles conform to all requirements of the Technical Specifications set forth in Appendix A and Appendix E. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

(3) When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

(4) The Contractor's gauges and other measuring and testing devices shall be made available for use by the RTC's Inspectors to verify that the Vehicles conform to all requirements of the Technical Specifications and Final Bus Design. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

(e) Purchasing Quality Control --

(1) General Requirement -- The Contractor shall maintain quality control over the purchase of all Materials and components to be incorporated into or otherwise needed for the Vehicles.

(2) Subcontractors -- The Contractor shall encourage each Subcontractor maintain a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test Materials provided by Subcontractors for conformance to the requirements of the Technical Specifications and shall establish controls to prevent inadvertent use of nonconforming materials. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes.

(3) Inclusion of Technical Specifications -- The Contractor shall verify that all applicable requirements of the Technical Specifications are properly included or referenced in purchase orders of components or other Materials to be used on the Vehicles.

(f) Manufacturing Quality Control --

(1) General Requirement -- The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

(2) Inspection and Testing -- The Contractor's quality assurance organization shall establish and implement a system for commissioning of completed Vehicles. Such system shall measure the overall quality of each completed Vehicle.

(3) Non-Conforming Materials -- The Contractor's quality assurance organization shall monitor the system for controlling nonconforming Materials. Such system shall include procedures for identification, segregation, and disposition of such Materials.

(4) Statistical Analysis -- The Contractor's quality assurance organization may use statistical analysis, tests, and other quality control procedures when appropriate in the quality assurance process.

(g) Quality Assurance Audits -- The Contractor's quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the RTC.

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SEC. 209 INSPECTIONS AND TESTING

(a) Contractor Inspections and Tests --

(1) General Requirement -- The Contractor shall perform or have performed the inspections and tests (except those performed solely by the RTC as defined in Section (b)(6) required to substantiate that the Work provided under the Agreement conforms to the Technical Specifications, Final Bus Design and other Contract Documents. The required Testing Procedures and Protocols are set forth in Appendix B hereto. All inspections and testing shall be carried out in accordance with the quality assurance program described in Section 208 of this Agreement.

(2) Timing -- The Contractor shall conduct inspections at appropriate points in the production and manufacturing process, as specified in the Critical Path Schedule, to ensure compliance with test specifications, process specifications, and quality standards.

(3) Samples -- All Samples for analyses and tests shall be taken in such manner as to be truly representative of the entire lot under test and shall not be worked on in any way to alter the quality before testing. All testing shall provide a measure of the overall quality of the completed product and shall be performed so that it simulates end product use and function. When modification, repairs, or replacements are required, the Contractor shall conduct a reinspection or retest of the characteristics affected.

(4) Records -- The Contractor shall maintain inspections system records covering the Work under this Agreement and shall make such records available to the RTC and the RTC's Inspector during the performance of this Agreement and for three years after the date of termination or expiration of this Agreement.

(b) RTC Inspections and Testing--

(1) General Requirement -- All Work of the Contractor under this Agreement shall be subject to review, inspection, and testing by the RTC or its Inspectors. RTC inspections and tests may be conducted at all reasonable times and places during the term of this Agreement with at least forty-eight (48) hours prior written notice given to Contractor, provided that such inspections and tests shall be made in a manner that does not unduly delay the Work and RTC provides forty eight (48) hours written notice of such inspection to Contractor. The RTC's right to review extends to all Product Data relating to the Vehicles.

(2) Inspectors in Plant -- The RTC may station its Inspectors at the Contractor's and any Subcontractors' (plant and facilities during the manufacturing and

production process, at the RTC's own expense. The RTC's Inspectors shall have the right to view all inspections and testing conducted by the Contractor. The Contractor shall provide adequate working space (including internet access) at its plant and facilities for the RTC's resident Inspector.

(3) Full Cooperation Required -- The Contractor shall fully cooperate with the Inspector in the performance of his or her duties, and permit full access to the Contractor's facilities and production lines. The RTC has the unilateral right and discretion to select its Inspector and the Contractor shall not refuse access to the RTC's Inspector or otherwise impede the Inspector in the performance of his or her responsibilities; provided that (A) the Inspector shall be subject to such reasonable health, safety, and confidentiality rules as the Contractor may establish; and (B) the Inspector shall not unreasonably interfere in the Contractor's manufacturing process. The Contractor shall provide five (5) business days advance notification to the RTC and to the RTC's Inspector of any changes to the production schedule.

(4) Right to Enter -- The RTC and its Inspector shall have the right to enter the premises used by the Contractor (including any plant or place where Materials, Work, or any part thereof, are made, performed or stored) for purposes of tests, inspecting the Vehicles, and auditing data and records relating to the Contractor's performance under this Agreement.

(5) Inspector Reports -- The RTC's Inspectors will immediately report to the RTC if the Work performed by the Contractor or a Subcontractor fails to conform to the requirements of the Technical Specifications, Final Bus Design, or other Contract Documents, stating the reasons for this failure and identifying the Technical Specifications, Final Bus Design or other Contract Documents that are not being complied with.

(6) RTC Testing -- In addition to testing by the Contractor under subsection (a), the RTC reserves the right to conduct its own testing during the production and manufacturing process if it determines that such testing is necessary to assure the production and delivery of safe and reliable Vehicles.

(7) Impact of Extensions of Time -- If the RTC grants an extension of time at the request of the Contractor pursuant to Section 211 or 212 of this Agreement, the Contractor shall be liable for and shall pay the cost of the Inspector during the period of such time extension.

(c) Continuing Contractor Obligations -- The inspection by the RTC of any Work does not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement or regarding the proper functioning of the Vehicles, or other Materials which may be discovered after acceptance.

(d) Inspections of Defective Work or Materials -- If the RTC has reasonable evidence that defective work has been permitted by the Contractor or the Subcontractors or that defective Materials have been used, and desires to make an examination of Work partly or fully completed, the Contractor or Subcontractor shall, at no additional expense to the RTC, furnish the appliances and labor for making such investigation and inspection as may be required by the RTC.

(e) RTC Responsibility for Cost -- If an inspection under subsection (d) by the RTC discloses no defect in the Work or Materials reviewed, the expense of such investigation, including any additional cost incurred by the Contractor as a result thereof, shall be borne by the RTC, and if such inspection impacted the Critical Path Schedule, the delivery schedule for the Vehicles shall be adjusted accordingly.

(f) First Article Vehicle -- The Contractor shall provide the RTC a First Article Vehicle manufactured in accordance with the Technical Specifications and Final Bus Design and manufactured, tested, and delivered.

SEC. 210 SUSPENSION OF WORK AND DELAY BY THE RTC

(a) Stop Work Orders --

(1) Right to Issue -- If the RTC (or its Inspector) determines that a problem in the production or manufacturing process may impact the safe construction, operation, or delivery of the Vehicles or may affect the performance of any major system or component, as defined in the Technical Specifications, the Parties shall meet within seventy-two (72) hours in order to discuss and agree upon the solution to the problem and the issuance, if necessary, of a Change Order. If the Parties are unable to agree, then RTC may, by written order to the Contractor, require the Contractor to stop the part of the Work related to the problem discussed.

(2) Elements -- Any order issued under this subsection shall be specifically identified as a "stop work order." At a minimum, any such stop work order shall be authorized in writing by the RTC Executive Director and shall include the following in writing:

(A) A clear description of the Work to be suspended.

(B) Instructions as to the issuance of further orders by the Contractor for materials or services.

(C) Guidance as to action to be taken on subcontracts.

(D) Other suggestions to the Contractor for minimizing costs.

(E) The time period (not to exceed fifty (50) Days) during which the order will remain in effect.

(b) Actions in Response -- Upon receipt of a stop work order, the Contractor shall promptly comply with the terms of such order and shall take all reasonable steps to minimize the incurring of costs allocable to the Work covered by the order, during the period of work stoppage. Within the time period specified in the stop work order, or within any extension of that period to which the Parties agree, the RTC shall either --

(1) cancel the stop work order; or

(2) terminate the Work covered by such order as provided in Section 230 on termination for convenience or Section 232 on termination for default.

(c) Impact on Price and Schedule --

(1) Equitable Adjustment -- If a stop work order issued under this subsection is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in Critical Path Schedule or Contract Price, or both, and this Agreement shall be modified in writing accordingly, if --

(A) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement; and

(B) the Contractor asserts a claim for such adjustment within twenty (20) Days after the end of the period of work stoppage.

(2) Impact on Production Schedule -- In making an equitable adjustment in price or schedule under this subsection, the RTC will consider the costs incurred by the Contractor as a consequence of the delay resulting from the stop work order, and will also take into account the impact of the delay on the production schedule for the RTC's order as well as on the production planning at the Contractor's facility and the Contractor's obligations to its other customers.

(3) Termination Settlement -- If a stop work order is not cancelled and the Work covered by such order is terminated for the convenience of the RTC, the reasonable

costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

(4) Allowable Costs -- If a stop work order is not cancelled and the Work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowable by equitable adjustment or otherwise.

(d) RTC Caused Delays --

(1) Adjustments to Cost or Time -- If the performance of all or any part of the Work is, suspended, delayed, or interrupted for an unreasonable period of time, by an act of the RTC or by the failure of the RTC to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement (excluding profit) and/or for any delay in the time for completion of the Work necessarily caused by such unreasonable suspension, delay, or interruption, and this Agreement shall be modified in writing accordingly. In making an adjustment in price or delivery schedule, the RTC will consider the costs and impacts described in subsection (c)(2) of this Section.

(2) No Adjustments -- No adjustment shall be made under this subsection for any suspension, delay, or interruption (A) to the extent that performance would have been so suspended, delayed, or interrupted by the fault or negligence of the Contractor or the Contractor's failure to comply with the provisions of this Agreement; or (B) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

(3) No Claims -- No claim under this subsection shall be allowed unless the Contractor asserts the claim in writing, including the amount thereof, within twenty (20) Days after the termination of such suspension, delay, or interruption.

SEC. 211 CHANGE ORDER PROCESS

(a) Writing Required -- Changes to the requirements of this Agreement, the Technical Specifications, Final Bus Design, or the other Contract Documents may only be made by a written Change Order issued by the RTC or by a Contract Amendment. Oral Change Orders or oral contract amendments or modifications are not and will not be permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any change in the Technical Specification not properly ordered by written Change Order signed by the RTC. The form to be used for Change Orders is included as Appendix C to this Agreement.

(b) RTC Proposed/Directed Change Orders --

(1) Change Notice -- The RTC may, at any time, issue a written Change Notice to the Contractor proposing modifications in the Work that are within the general scope of this Agreement. Any such Change Notice shall be in sufficient detail to clearly show the Contractor the Work to be done and provide a basis for assessing any impact on contract cost or schedule.

(2) Response by Contractor to Change Notice -- The Contractor shall, within ten (10) Days after receipt of a Change Notice, notify the RTC in writing of any potential impact on contract cost or delivery schedule, and provide the RTC with its assessment of the feasibility of making the change proposed. If the Contractor notifies the RTC that the change is not feasible, the Parties shall meet as soon as possible to review the proposed change. Following those discussions, the RTC will either issue a Change Order directing that the change proceed as stated in the original notice, issue a modified Change Notice, or withdraw the original notice. Changes requested by RTC less than twenty-eight weeks from commencement of production (i.e. Station 1) of the first bus ("Late Changes") may not be able to be accommodated without additional charges to compensate Contractor for demobilization, remobilization, supply impacts, storage and handling costs, re-engineering costs, and other costs related to production changes. Any additional charges for Late Changes will be included in the relevant Change Order.

(3) Agreement on Change -- If the RTC agrees that the Change Notice will cause an increase or decrease in the Contractor's cost or the time required to perform the Work, an equitable adjustment shall be made in the Contract Price or Critical Path Schedule (or both), and such adjustment shall be reflected in a Change Order or written modification to this Agreement. The RTC shall thereafter issue a written Change Order implementing the change in the Work, which will be executed by both Parties. A bilateral Change Order under this paragraph or subsection (c)(3) hereof will include all time and amounts to which the Contractor is entitled as a result of the change. There will be no reservation of rights by either Party on a bilateral Change Order.

(4) Cost or Price Analysis -- The RTC reserves the right to conduct a cost or price analysis on any Change Order, including a change requested by the Contractor under subsection (c) of this Section.

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(c) Contractor Proposed Changes --

(1) General -- The Contractor may also propose changes to the Work for the consideration and review of the RTC. No such change shall be made unless the RTC gives prior written approval of the requested change by issuance of a Change Order. Oral Change Orders are not recognized or permitted. The Contractor shall use the Change Order form included as Appendix C to this Agreement to make its request for a change.

(2) Basis for Request for Change – Contractor-proposed changes under this subsection may include a request for a Change Order on the basis of an extraordinary and unanticipated increase in the cost of Materials or components used to manufacture or produce the Vehicles that arises after the date of this Agreement and that directly results in additional cost or time to perform the Work. The RTC is not obligated to agree to such a request for a Change Order, but agrees to review, discuss, and consider any such request in good faith.

(3) Price and Schedule Proposal -- Within ten (10) Days after the Contractor submits a written request for a Change Order to the RTC, the Contractor shall submit to the RTC a detailed price and schedule proposal for the change or Work to be performed, provide an assessment of the feasibility of making the change proposed, and identify any Technical Specification to be modified by the change. The RTC shall consider the proposed Change Order and, after consultation with the Contractor, may accept, reject, or modify the Change Order requested. An accepted or modified Change Order under this subsection shall be in writing and executed by both Parties.

(4) Contractor Obligation to Proceed -- If the RTC and the Contractor are unable to agree on the price or schedule impact of a Contractor proposed change under this subsection, the dispute may be submitted by either party for resolution in accordance with Section 228 of this Agreement.

(d) Scope and Specification Changes – Any changes to the Technical Specifications or Final Bus Design for the Vehicles shall be made by written Change Order.

(e) Minor Changes -- In addition to written Change Orders, the RTC shall have the authority to direct minor changes in the Work not involving extra cost or changes in schedule when such changes are in the RTC's opinion necessary or expedient to the satisfactory performance and completion of the Work. The Contractor maintains the right to refuse any proposed minor changes that involve additional costs. The Contractor may also propose such minor changes to the RTC for its review and approval.

SEC. 212 EXTENSION OF TIME

(a) Granting of Extensions -- The Contractor will be granted an extension in time for a delay in completion of the Work, or any specified portion thereof, that arises directly from a Force Majeure event; provided that: (1) the causes were not foreseeable, did not result from the fault or negligence of the Contractor, or any person for whom the Contractor is legally or contractually responsible, and could not have been avoided by the exercise of due diligence and care by the Contractor; (2) the Contractor has taken reasonable precautions to prevent further delays owing to such causes; and (3) the Contractor notifies the RTC in writing of the cause or causes of delay within five (5) Days from the date Contractor becomes aware of the delay or Force Majeure event. Force Majeure events may result in an extension in the delivery schedule but are not a basis for an increase in the Contract Price.

(b) Information Regarding Cause of Delay -- Within ten (10) Days after the end of the delay, the Contractor shall furnish the RTC with detailed information concerning the causes and circumstances of the delay, the number of Days actually delayed, and the Contractor's request for an extension in the time for the completion of the Work or any portion thereof. The Contractor shall also provide the RTC satisfactory evidence that non-performance is not due to any fault or negligence on the part of the Contractor or any person for whom it is legally or contractually responsible. Failure to submit this information within such ten (10) Day period will be sufficient cause for denying the claim for an extension of time.

(c) RTC Response --

(1) Timing -- Within ten (10) Days after receipt of all information required under subsection (b), the RTC shall notify the Contractor whether it agrees that the event causing the delay was a Force Majeure event meeting the conditions of subsection (a).

(2) Agreement -- If the RTC concurs that the event was a Force Majeure event and that the Contractor has met the conditions of subsection (a), it shall also notify the Contractor whether it agrees with the amount of the extension in the Critical Path Schedule requested by the Contractor for the completion of the Work or any portion thereof. If the RTC does not agree to the amount of time requested, it shall establish the approved amount of the extension in Critical Path Schedule, which decision shall be final subject to dispute resolution under Section 228 of this Agreement.

(3) No Agreement -- If the RTC does not agree that the event was a Force Majeure event or determines that the Contractor has not met the conditions of subsection

(a), it will deny the extension, which decision shall be final subject to dispute resolution under Section 228 of this Agreement.

(d) Change Orders -- The RTC will issue a Change Order to the Contractor within a reasonable period of time after the granting of an extension of Critical Path Schedule under this Section, specifying the number of Days allowed and the new date for completion of the Work or specified portions of the Work. Any extension of time must be in writing to be effective.

(e) Relation to Other Provisions --

(1) No Increase in Price -- An extension of the Critical Path Schedule granted pursuant to this Section shall not be the basis for an increase in the Contract Price or claim for other additional compensation or damages, and no damages or costs of any kind or nature will be paid for any such extension of time. A time extension must be approved by the RTC prior to any interim or final completion dates being extended.

(f) Other Extensions of Time -- In addition to granting an extension in the Critical Path Schedule for a Force Majeure event, the RTC may grant an extension in the Critical Path Schedule in a Change Order agreed upon or issued by the RTC under Section 211.

SEC. 213 CONDITION OF SHIPMENT

(a) Post Production Testing -- The Contractor shall assure that each Vehicle successfully completes the post-production performance and conformance testing required under Appendix C prior to shipment.

(b) Required Condition --

(1) Standards for Shipment -- Unless specifically excepted at the sole discretion of the RTC, each Vehicle shipped from the Contractor's plant to the RTC shall be complete (other than any components to be incorporated at the Project Site), Ready-to-Use, and in compliance with all provisions of the Final Bus Design and the other Contract Documents.

(2) Packing and Shipping -- The Contractor shall be responsible for packaging all shipments in accordance with the best commercial standards and practices to insure the integrity, safety and security of the Vehicles, and Materials during transportation and handling.

(c) Shipping Release -- Prior to the shipment of each Vehicle, the Contractor shall secure a "Shipping Release" signed by the RTC's Inspector or other authorized representative at the Contractor's plant. The Shipping Release shall certify that the Vehicle is complete (other

than components to be incorporated at the Project Site), Ready-to-Use, and complies with the Final Bus Design the Contractor's approved Drawings and Samples, and other agreed upon conditions for shipment. The Shipping Release shall not, however, be construed or inferred to constitute any acceptance of such Vehicle by the RTC. Execution of the Shipping Release by the RTC will not be unreasonably withheld.

(d) Transportation Costs -- The Contractor acknowledges and agrees that all costs associated with the shipment and transport of the Vehicles, including delivery and unloading costs; insurance costs; import duties, fees, and taxes; sales taxes; port fees; license fees; and all other associated costs, are included in the Contract Price, and that the Contractor is not entitled to and will not seek any additional compensation in connection with any such costs.

SEC. 214 ARRIVAL AND REQUIRED CONDITIONS FOR VEHICLE DELIVERY

(a) Arrival Notice -- The Contractor shall give the RTC Project Director three (3) Days' notice prior to the arrival of Vehicles. Upon arrival at the Project Site, RTC may perform a cursory inspection of the Vehicle to confirm that the delivered Vehicles is/are the same Vehicles in the same condition, and including the same configuration, as those inspected and tested during the pre-delivery inspection, and Customer may not apply any criteria for accepting delivery of the Vehicles that are different from the criteria applied in any pre-delivery test/inspection. The RTC will then issue an "Arrival Notice" to the Contractor, for each Vehicle, which will acknowledge arrival of the Vehicle and furnish appropriate notation as to its apparent condition. The Arrival Notice will describe any missing parts or any damage that may have occurred during shipment and will also note or reference any components to be added at the Project Site. The Arrival Notice will be signed by both the RTC's representative and the Contractor's representative to attest to the stated condition of the Vehicle.

(b) Delivery Requirements -- To be considered "delivered", each Vehicle, subsequent to arrival and issuance of an Arrival Notice, must (after incorporation of any remaining components) be Ready-to-Use and fully in compliance with the Contract Documents. If the RTC agrees to allow Vehicles to be shipped to the Project Site or other property while such testing work remains to be done, the Vehicles shall not, unless otherwise agreed upon by the RTC, be considered to be "delivered" until the Contractor has satisfactorily completed all such testing work.

(c) Motor Vehicle Title and Fees -- The Contractor shall present, with each Vehicle delivered to the RTC, a copy of Contractor's title documents, an invoice, certificate of origin, a

VIN inspection certificate, and all other documents necessary or the transfer of title to the RTC. The Contractor warrants that the title to each Vehicle delivered to the RTC will be free, clear, unencumbered and fully marketable, and that Contractor will have the right to convey such title to the RTC. All documents or parts of documents which must be executed in order to transfer ownership and secure a Nevada Title for each Vehicle shall be fully and properly executed and submitted to the State of Nevada, Department of Motor Vehicles by the RTC. Title to each Vehicle shall be conveyed to the RTC, at the address set forth in Section 238, within sixty (60) Days after issuance of a Certificate of Acceptance under Section 215.

(d) Registration – The RTC shall be responsible for obtaining the registration for each Vehicle.

SEC. 215 ACCEPTANCE OF VEHICLES

(a) Inspection and Testing --

(1) Timing and Standards -- Except as provided in paragraph (2), within fifteen (15) Days after delivery to the RTC, each Vehicle shall (A) be given an inspection to determine if such Vehicle has been completed in full compliance with the, Final Bus Design, and other Contract Documents; and (B) be subjected to pre-revenue service Acceptance testing (as described in Appendix B) to determine if the Vehicle is in acceptable operating condition. The RTC and the Contractor will provide personnel for participation in proof of design and Acceptance testing at the Project Site or other RTC facilities. The Contractor shall ensure that a Trapeze technician is on site to commission all the Vehicles during Acceptance testing. All Contractor personnel shall be qualified and properly licensed to operate the Vehicle.

(2) First Article Vehicle -- The RTC will be provided thirty (30) Days after delivery to conduct the inspection and Acceptance testing of the First Article Vehicle.

(b) Acceptance or Rejection by RTC -- Within five (5) working days after the completion of pre-revenue service Acceptance testing of a Vehicle under subsection (a), the RTC will notify the Contractor, in writing, whether such Vehicle has or has not been accepted. If a Vehicle is not accepted, the RTC will include in its notice a written explanation of the reasons for the rejection, identifying the particular component, system, or operating characteristic or feature found unacceptable.

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(c) Resubmittal --

(1) Correction of Defects -- Within thirty (30) Days, or a mutually agreed upon schedule, after receipt of a notice under subsection (b), the Contractor shall correct any defects identified, and shall resubmit the Vehicle to the RTC for Acceptance; provided that if the defect cannot be corrected within thirty (30) Days, the Contractor shall explain in writing the reasons additional time is needed and commit to a date for resubmittal. At its option, the RTC may require the Contractor to remove the Vehicle from the Project Site, while repairs are being made or defects corrected until the Vehicle are accepted.

(2) Work Orders -- All work performed by the Contractor to correct identified defects under this Section shall be documented with work orders. Each work order shall provide the following information needed for the repair: explanation of the repairs performed; procedure used to effect the repair; list of parts needed for the repair; and list of Vehicles subject to the repair work. The list of Vehicles shall include the fleet vehicle number, the VIN, license plate, serial number, the date when the work was performed, and the mileage, as applicable. Such work orders shall be provided to the RTC upon the completion of the repair work and resubmittal of a Vehicle for Acceptance.

(3) RTC Review -- The RTC shall, within ten (10) Days from the date of resubmittal of a Vehicle, complete reasonable inspection and/or testing, and either accept, reject, or conditionally accept the resubmitted Vehicle. If a Vehicle is not accepted, the RTC will notify the Contractor and include a written explanation of the reasons for rejection, identifying the particular component, system, or operating characteristic of feature found unacceptable. The Contractor shall correct any continuing defects identified by the RTC within five (5) Days of notice by the RTC.

(d) Certificate of Acceptance -- Upon Acceptance of a Vehicle, the RTC shall execute a written "Certificate of Acceptance" (the RTC's Acceptance Test Procedure (ATP) form) accepting the Vehicle as in conformance with the , Final Bus Design, and other Contract Documents, releasing the Vehicle for service. The date of Acceptance shall be the date of issuance of the Certificate of Acceptance by the RTC.

(e) Security of Vehicles -- The RTC shall make all reasonable efforts to assure the integrity, safety, and security of the Vehicles at the Project Site or other RTC facilities during the Acceptance testing process.

SEC. 216 RESERVED

SEC. 217 RISK OF LOSS

(a) Risk of loss on any Vehicle remains with Contractor until delivery to RTC, at which point risk of loss passes to RTC.

SEC. 218 WARRANTIES

(a) General Warranty -- The Contractor warrants and guarantees that each Vehicle, , subsystem, component, and replacement part is fully operational and free from defects and related defects in design, materials, workmanship and construction, and is designed in conformance with the Technical Specifications and other Contract Documents to provide the services and functions intended. As used in this Section, a “related defect” is a defect that arises directly or indirectly as a result of a separate defect in the Vehicle, as the case may be.

(b) Start of Warranty Period -- The warranties of this Section shall start to run, with each Vehicle, subsystem, and component, on the date of issuance of a Certificate of Acceptance by the RTC for that Vehicle under Section 215 of this Agreement.

(c) Warranty for Complete Vehicle -- The Contractor shall supply the standard warranty as outlined in Appendix D, Warranty Provisions.

SEC. 219 WARRANTY REPAIRS AND DEFECTS

(a) Responsibility and Performance -- The Contractor shall be financially responsible for all warranty-covered repairs, and shall also be responsible for assuring that all warranty covered repairs are performed in a timely fashion in accordance with this Section. The Contractor may enter into an agreement with a local agent for the actual performance of warranty repairs. If the Contractor enters into such an agreement, the references to the Contractor in this Section shall be deemed to be a reference to that local agent. Notwithstanding any such agreement, the Contractor shall retain full legal and financial responsibility for and proper performance of warranty-covered repairs.

(b) Detection of Defects -- If the RTC (or the Service Contractor) detects a defect or related defect within the warranty periods specified in Section 218, the RTC shall notify the Contractor within two (2) Days after the date the RTC becomes aware of the defect and or related defect. After the RTC notice receipt, the Contractor shall conduct an inspection of the Vehicles as it deems necessary and shall provide notice to the RTC whether it agrees or

disagrees that the defect is covered by a warranty. If the Contractor agrees, then Contractor shall have such reasonable time as is necessary to complete the repair. Contractor shall meet with the RTC and present an action plan describing the repairs proposed and a schedule to conduct such repairs, and to discuss the defect or any related defect identified by the RTC.

(c) Warranty Repairs by Contractor --

(1) Agreement on Coverage -- If the Contractor agrees that the defect or any related defect identified in the RTC notification is covered by a warranty, the Contractor shall have such reasonable time as is necessary to complete the repair.

(2) Availability -- The RTC shall make the Vehicle available to facilitate the completion of repairs within the Contractor's repair schedule. The Contractor shall provide at its own expense, all necessary tools, parts, components, or subassemblies required for the repair.. The Contractor may determine, in its discretion, whether a component should be repaired or replaced.

(3) Completion of Repairs -- The Contractor shall complete all warranty repair work on a Vehicle within a reasonable amount of time necessary to complete the or a mutually agreed upon schedule, after the commencement of repairs on such Vehicle, or as otherwise agreed to by the RTC and the Contractor in the action plan.

(4) Work Orders -- All warranty work performed by the Contractor under this Section shall be documented with work orders. Each work order shall provide the following information needed for the repair: explanation of the repairs performed; procedure used to effect the repair; list of parts needed for the repair; and list of Vehicles subject to the repair work. The list of Vehicles shall include the fleet vehicle number, the VIN, license plate, serial number, the date when the repair was performed, and the mileage, as applicable. Such work orders shall be provided to the RTC upon the completion of the repair of a Vehicle.

(5) Use of Project Site -- The RTC may in its discretion require the Contractor to remove Vehicles from the Project Site or other RTC premises while repairs are being undertaken. If Vehicles are removed from the Project Site or other RTC premises, the Contractor shall diligently and promptly undertake repairs.

(d) Warranty Repairs by RTC --

(1) Disagreement on Coverage -- If the Contractor disagrees under subsection (b) that the defect identified is covered by a warranty, and the RTC believes that repairs must proceed, the RTC may immediately commence repairs, either directly or through

the Service Contractor or other authorized representative. If the RTC undertakes repairs in accordance with the preceding sentence, it shall correct or repair the defect and any related defects using parts specified or approved by the Contractor that are specifically available for the repair.

(2) Parts Shipment -- If the RTC undertakes repairs in accordance with paragraph (1), it may request the Contractor to supply new components or parts necessary for warranty covered repairs being undertaken by the RTC or its authorized representative. These parts shall be shipped prepaid by the Contractor to the RTC within one (1) Day or according to a mutually agreed schedule of the request of such parts. Parts supplied by the Contractor shall be OEM equivalent or superior to those used in the OEM. In case of expedited rush orders for parts placed by the RTC for a "bus down," the Contractor shall prepay the costs for expedited (air express) delivery or, where this is not practicable, shall provide for some other expedited form of delivery. The Contractor may request that parts covered by warranty be returned to the manufacturing plant, at its cost. Parts shall be returned in accordance with the Contractor's instructions.

(3) Failure Analysis -- At the request of the RTC, the Contractor shall provide a failure analysis of parts for components removed from Vehicles and Shop Chargers under the terms of the warranty. Such reports shall be delivered within sixty (60) Days, or according to a mutually agreed schedule, of the receipt of failed parts or components.

(e) Reimbursement for RTC Repairs --

(1) Timing of Reimbursement -- The Contractor shall reimburse the RTC for any repairs performed by the RTC (or its Service Contractor) within thirty (30) Days of receipt of the claim or return of the returned part for review by the Contractor, as applicable. The RTC shall submit to the Contractor a warranty claim form for any repairs undertaken by the RTC for reimbursement for the cost of repairs and/or the replacement of parts. The warranty claim form to be used is included as Appendix D to this Agreement. If the Contractor fails to reimburse the RTC within the thirty (30) Day period, the outstanding amount shall accrue interest at the Prime Rate as quoted in the interest rates and bonds section of The Wall Street Journal on the last date reimbursement was due.

(2) Inclusion in Reimbursable Costs -- The costs for warranty repairs to be reimbursed by the Contractor shall include labor costs and towing (as more specifically described in paragraph (5) of this subsection) as well as any necessary parts.

Reimbursement for any RTC supplied parts shall be calculated from the original equipment manufacturer (OEM) parts price list in effect at the time of the repair, plus twenty-five percent (25%) handling costs, up to a maximum handling charge of \$200.00.

(3) Labor Rates -- Labor costs incurred by the RTC and reimbursable by the Contractor for warranty repairs shall be determined by multiplying the number of manhours actually required to correct the defect by the RTC's authorized representative's current top level, class "4M" mechanic's unburdened wage and benefit rate, plus fifty percent (50%) for overhead.

(4) OEM Repairs -- If repairs are required to components or major subsystems and are undertaken by an OEM authorized warranty facility, the RTC shall include such cost on the warranty claim form submitted to the Contractor.

(5) Towing Costs -- The cost of towing the Vehicle shall be reimbursed by the Contractor if (A) towing was necessary due to a disabling breakdown; (B) the breakdown was due to the failure of an item covered by warranty; and (C) the Vehicle was in the RTC's service area at the time of the breakdown.

(f) Safety Defects --

(1) Determination and Notification by RTC -- The determination of whether a defect constitutes a safety defect shall be made by the RTC, following consultation and agreement with the Contractor. If the RTC determines that a safety defect exists in any Vehicle and Shop Charger purchased under this Agreement, the RTC will immediately notify the Contractor.

(2) Inspection and Repairs by Contractor -- Within two (2) Days after notification by the RTC of a safety defect, the Contractor shall inspect the entire Vehicle fleet and all Shop Chargers to determine whether the safety defect exists in other Vehicles and Shop Chargers. Within one (1) Day after inspection by the Contractor, the Contractor shall meet with the RTC and present an action plan to correct and repair the safety defect, and a proposed schedule to conduct the repairs. The action plan shall be subject to approval by the RTC. Repairs to correct safety defects shall be commenced within one (1) Day, or according to a mutually agreed schedule, after approval of the action plan by the RTC, and shall be completed on all Vehicles and Shop Chargers within two (2) Days, or according to a mutually agreed schedule, from the date of commencement of repairs.

(3) Scope of Repairs -- Whenever any change or repair is required to correct a defect that relates to safety in the Vehicle, Shop Charger, structure, parts, subsystems, or components, the Contractor shall make this repair for all Vehicles, Shop Chargers,

structure, parts, subsystems, or components where such defect exists, at the Contractor's sole expense. The work shall also include inspection and repairs to prevent the occurrence of the same defect in all Vehicles and Shop Chargers purchased under this Agreement.

(4) Applicability -- The requirements of this subsection shall extend for the useful life of the Vehicles.

(g) Fleet Defects --

(1) Notice of Fleet Defects -- The RTC shall promptly notify the Contractor whenever it determines that a Fleet Defect has occurred. The Contractor shall address and correct such Fleet Defect in accordance with the requirements of this subsection.

(2) Notice and Work Program -- Within two (2) Days after notice of a Fleet Defect, the Contractor shall submit to the RTC a written work program and schedule for correcting the defect. The work program shall be reasonably designed to prevent the occurrence of the same defect in other Vehicles and parts purchased under this Agreement, and shall include, as applicable, redesign and/or replacement of defectively designed or manufactured parts, and inspection and repair of all Vehicles purchased under this Agreement. The work program and schedule shall be subject to approval by the RTC. If the RTC determines the work program and schedule as submitted is unacceptable, the Contractor shall promptly submit a revised work program and schedule to address the RTC's concerns with the initial submittal. The Contractor shall commence work under the work program within or according to a mutually agreed schedule, two (2) Days of its approval by the RTC.

(3) Period for Repairs -- The Contractor shall make the repairs necessary to correct Fleet Defects on all Vehicles, at its sole expense.

(4) Applicability -- The requirements of this subsection shall extend for a four (4) year period after Acceptance of the second Vehicle.

(h) Warranty After Replacement or Repair -- If any component, system, subsystem, or part is repaired, rebuilt, or replaced by the Contractor, or by the RTC with the concurrence of the Contractor, such component, system, subsystem, or part shall be warranted for the remainder of the full original warranty period. This warranty shall commence on the date the repaired, rebuilt or replaced component, system, subsystem or part is installed on the Vehicle.

(i) Disputes -- Any disputes regarding the warranty provisions of this Section (including whether specific repairs are covered by warranty and the reimbursable cost of repairs) shall be subject to the dispute resolution procedures set forth in Section 228 of this

Agreement; provided that the Contractor shall comply with its obligations for warranty repairs, in accordance with the direction of the RTC, notwithstanding the pendency of any dispute.

SEC. 220 INDEMNIFICATION

(a) Scope of Indemnity -- The Contractor agrees to protect, defend, and indemnify and hold the RTC, its officers, board members, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, title and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising out of the performance or implementation of this Agreement by the Contractor or any Subcontractor, or any other person for whom the Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim is based was caused by the negligence of the Contractor or any Subcontractors, or any other person for whom the Contractor is legally or contractually responsible, or their agents or employees. The Contractor shall not assert any assumption of the risk or any other defense to the obligation to indemnify the RTC under this Section. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to bear all costs and expenses of investigating, defending, or otherwise handling all claims described in this subsection, without regard to the merits or final disposition of such claims. For purposes of this subsection, the term "Subcontractor" does not include the RTC's fixed route Service Contractor.

(b) Handling of Claims -- The RTC agrees that it will notify the Contractor in writing within ten (10) Days of receipt or notice of any claim described in subsection (a); provided that failure of the RTC to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section. The Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the RTC notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim. The RTC shall provide such assistance (except financial) for the defense of any claim as is reasonably requested by the Contractor. The RTC shall not make any admission of liability

with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform the RTC as to all correspondence and proceedings in respect of any claim as to which indemnity is sought and to consult with the RTC with respect to all matters relating to any claim.

(c) Patent Infringement -- The Contractor shall advise the RTC of any anticipated, known or pending patent infringement action or other proceeding and shall provide all information available relating to the action. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any Vehicle, equipment, Materials, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent; and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages, against the RTC. In case such Vehicle, equipment, or Materials, or any part thereof, is held in such suit to constitute infringement and its use is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using such Vehicle, equipment, Materials or parts, or replace the same with non-infringing equipment, or modify it so it becomes non-infringing.

(d) Service Contractor -- The RTC acknowledges that the Service Contractor operating and maintaining the Vehicles has its own specific indemnification and insurance obligations to the RTC under its Operations and Maintenance Agreement. The Contractor's indemnification obligations under this Section do not extend to or cover any negligent or willful actions of such Service Contractor or otherwise create any agreement or obligation to indemnify, the Service Contractor.

(e) Disclaimer of Liability -- The RTC will hold harmless or indemnify the Contractor for any final judgement of liability related to the gross negligence or willful misconduct of RTC, its officers, board members, employees, and agents related to this Agreement. This subsection does not preclude the Contractor from pursuing resolution of a dispute with the RTC arising under this Agreement in accordance with Section 227.

SEC. 221 INSURANCE

(a) Obligations of the Contractor – Except as otherwise provided in this Section, the Contractor shall procure and maintain in effect until the completion of all Work and services under this Agreement the insurance coverages in the amounts prescribed in this Section. All insurance required hereunder shall be procured from insurance or indemnity companies authorized or approved to do business in the State of Nevada with an A-, Class VI or better rating

level, unless otherwise approved in writing by the RTC. The Contractor shall furnish the RTC, within ten (10) Days after this Agreement is executed by the RTC and the Contractor, certificates of insurance evidencing that the required insurance has been obtained.

(b) Types of Insurance Required -- The Contractor shall procure and maintain at its own cost and expense the following types of insurance:

(1) Worker's Compensation and Employers' Liability -- A policy (or approved self-insurance plan) complying with all statutes applicable to work performed in the United States in connection with this Agreement, including those of Nevada, and any other State or Federal jurisdiction. Employers' liability coverage shall be at least \$1 million per occurrence. The Contractor waives all rights against the RTC and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Agreement. The Contractor shall obtain an endorsement equivalent to WC 00 03 13 or equivalent to affect this waiver.

(2) Commercial General Liability Insurance -- Commercial General Liability (CGL) coverage, and if necessary, commercial umbrella insurance, including products and completed operations coverage, covering the liability of the Contractor (and the RTC and its consultants) with a limit of not less than \$5 million for each occurrence for all Work, and operations under or in connection with this Agreement and all obligations assumed by the Contractor under this Agreement. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement. 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.)

The coverage under such policy shall provide at least the following limits:

- (A) Bodily Injury or Property Damage Liability -- \$5 million combined limit per occurrence.
- (B) Contractual Liability -- \$5 million combined limit per occurrence.
- (C) Products/Completed Operations Liability -- \$5 million combined limit per occurrence/aggregate for a period of five (5) years after the acceptance of the last Vehicle and Shop Charger under this Agreement.

(3) Automobile Liability Insurance -- An insurance policy covering the use of all owned, non-owned, hired, leased, or rented vehicles used in connection with this Agreement. The coverage under such policy shall provide at least \$5 million combined limit per occurrence in bodily injury and property damage liability.

(c) Endorsement -- The insurance coverages required under subsection (b) (other than worker's compensation and employer's liability) shall contain an endorsement naming the RTC and its officers, employees and agents as additional insureds, without exclusions. The RTC and its officers, employees and agents shall be included as an additional insured under the Commercial General Liability coverage, for both Contractor's premises and operations liability before delivery of the Vehicles and Shop Chargers, and products and completed operations liability after delivery of the Vehicles and Shop Chargers, 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 the RTC. There shall be no endorsement or modification of the Commercial General Liability to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro-rata, the policy shall be endorsed to be primary with respect to the additional insured. The endorsement shall contain a provision that the RTC shall be notified by the insurer(s), in writing, thirty (30) Days prior to any cancellation, non-renewal, or material change adversely affecting the interest of the RTC.

(d) Contractor's Failure to Procure -- The Contractor's failure to procure or maintain the insurance required by this Section during the entire term of the Agreement shall constitute a material breach of contract. In the event of such a breach, the RTC may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate this Agreement, or, at its discretion, to procure or renew such insurance to protect the RTC and pay the premiums in connection therewith, and withhold or recover from the Contractor all monies so paid.

(e) Deductibles -- The Contractor shall be solely responsible for all deductibles and self-assured retentions relating to all insurance required under this Section.

(f) Waiver of Subrogation -- The Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any policy, limitations or exclusions of coverage, or any other reason against the RTC and its officers, employees, and agents.

(g) Primary and Non-Contributing – The insurance coverage required under this Section shall be primary insurance for claims covered, and any other insurance maintained by any additional insured or its officers, employees, or agents shall not contribute.

(h) Delivery of Policies -- The RTC may, in its discretion, require the Contractor to provide actual copies of the policy of any insurance that is required under this Section. The Contractor shall supply any policy required by the RTC within ten (10) Days after the RTC's request, unless the Contractor demonstrates that actual copies of such policy are unavailable.

SEC. 222 TRAINING AND MANUALS

(a) Obligation of the Contractor – The Contractor shall provide a Training Program for personnel of the RTC (and/or Service Contractor) to insure proper operation, servicing, and maintenance of the Vehicles. This program shall be in accordance with this Section and as outlined on the Options Tracker.

(b) Elements of Training Program -- The Contractor shall submit to the RTC, within thirty (30) days after the NTP, a Training Plan describing the training and instruction the Contractor will provide under this Section. The Training Plan shall include (1) a specific description of the course content for the training and instruction to be provided in each category of training listed in subsection (a); and (2) recommendations for class sizes, training models, and other elements of the training. The Training Plan shall also identify the specific training that will be provided at the RTC's facility, any training that will be offered at the Contractor's facilities, and any training to be provided by the Contractor's suppliers.

(c) Scope of Training -- Instruction provided by the Contractor shall include manufacturers' recommendations for test frequency, limits, and methods, including instructions required, where applicable. Instruction shall cover all major components and subsystems. When methods of access, removal, dismantling, or application are not self-evident, the instruction shall cover these matters. At the conclusion of the classroom instruction, the Contractor shall furnish to the RTC with unlimited electronic access to lesson plans and related materials used in presenting the course.

(d) Manuals and Materials --

(1) General Requirements -- The Contractor shall electronically transmit to the RTC, operator manuals, maintenance manuals, parts manuals, and any other technical support manuals and materials required by the Technical Specifications. These manuals

and other technical support materials shall be used in training under this Section as well as for ongoing operation and maintenance of the Vehicles

(2) Operator Manuals -- The operator manuals shall be written in English, shall describe in detail the operating features and characteristics of the Vehicles; and provide sufficient information to assure safe and effective operation of the Vehicles.

(3) Maintenance Manuals -- The maintenance manuals shall be written in English and shall provide details of the Contractor's maintenance program, electrical schematics and information regarding the recommended procedures and standards for maintenance and repair of the Vehicle, including all scheduled and preventative maintenance requirements and recommendations and estimated hours of maintenance required.

(4) Electronic Access -- The Contractor shall provide the RTC unlimited electronic access to each manual and any other technical materials provided under this paragraph, as well as electronic updates to such manuals and materials as such updates are made.

SEC. 223 PARTS AVAILABILITY GUARANTEES

- (a) Obligations of Contractor -- The Contractor shall provide the spare parts, software, and all equipment necessary to maintain and repair the Vehicles purchased under this Agreement for the twelve (12) year useful life of the Vehicles. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Agreement.
- (b) Contractor hereby agrees to make available the spare parts and equipment as set forth in Appendix E Option Tracker.
- (c) Contractor will not stock any service parts if those parts were ordered specifically for an individual customer configuration (i.e., not base vehicle parts). This includes, but is not limited to, windows, seats, flooring, ITS/CAD/AVL equipment, and any other specially requested or required parts. Contractor will endeavor to procure special orders parts on request but cannot provide or commit to availability or lead-time.

- (d) Unless otherwise agreed, all units and components procured under this Agreement, whether provided by suppliers or manufactured by Contractor, shall be duplicates in design, manufacture, and installation to assure interchangeability among Buses in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the Buses.

SEC. 224 LOCAL REPRESENTATION

(a) General Duty -- The Contractor shall have competent technical personnel available to assist in any problem related to this Agreement which the RTC might have regarding the Vehicles during the performance of this Agreement.

(b) On Site Technical Assistance --

(1) General Requirement – Contractor shall have a technical service engineer available for a period commencing on the delivery of the Vehicles until Acceptance of all the Vehicles.

(2) Duties -- The Contractor's engineer shall --

- (A) assist in post-shipment inspection of Vehicles;
- (B) provide technical support to RTC maintenance personnel;
- (C) provide on-site assistance during Vehicle Acceptance testing; and
- (D) provide warranty support to the RTC.

(3) Acceptance Testing -- During all Vehicle Acceptance testing at the RTC under Sections 215 and 216, the Contractor shall provide field service technical support and parts, as well as expedited provisioning for any other spares required to support the Acceptance tests.

(4) Safety Defects and Fleet Defects -- In the event of safety defects or Fleet Defects, as described in Section 219(f) and (g), the Contractor shall provide technical support at the Project Site for the period needed to address the safety defect or Fleet Defect, as applicable, in a satisfactory manner.

(c) Availability During Warranty Periods -- After Acceptance of the Vehicles, competent technical personnel shall also be available during the applicable warranty period for items covered by each of the respective warranties as outlined in Appendix D.

SEC. 225 END OF LIFE BATTERY

(a) Any battery packs which reach their end of life, including the battery pack

on any retired Bus, will be returned to Seller, at Seller's cost. The parties will coordinate on the safe removal and shipment of the battery pack.

SEC. 226 DISPUTES

(a) General Requirement -- Any dispute arising under or related to this Agreement which is not disposed of by agreement between the RTC and the Contractor shall be decided in accordance with the provisions of this Section, provided that by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process or to litigation.

(b) Notice of Dispute -- All disputes shall be initiated through a written dispute notice submitted by either party to the other party within ten (10) Days after the date the dispute first arises. Within fifteen (15) Days after delivery of the dispute notice, the receiving party shall submit a written response to the other party. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position; (2) any evidence supporting the party's position; and (3) the name of the person who will represent that party and any other person who will participate in negotiations and/or dispute resolution.

(c) Negotiation -- Following a dispute notice and response under subsection (b), the Parties shall first attempt in good faith to promptly resolve the dispute by discussion and negotiation between persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The Parties shall meet at a mutually acceptable time and place within fifteen (15) Days after delivery of the dispute response, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

(d) Second Level Review -- If the dispute is not resolved within forty (40) Days after delivery of the dispute notice, either party may submit the dispute (together with the dispute notice, the response, and any minutes from the subsection (c) process) to a two person panel consisting of the RTC Executive Director and an individual in a comparable executive position with the Contractor. These two individuals shall meet within twenty (20) Days after the date of the submittal and shall attempt to reach a fair and equitable resolution of the dispute. If the two person panel resolves the dispute, they shall issue a written decision that shall be administratively final and conclusive. If the panel is unable to resolve the dispute, either party may proceed to arbitration under subsection (e).

(e) Actions During Dispute Resolution -- Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under the Agreement (including those matters giving rise to the dispute) in accordance with the direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

(f) Alternative Dispute Resolution -- If agreed to by both parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from that specified in this Section, mediation, or fact finding.

SEC. 227 ASSIGNMENT; CHANGE IN OWNERSHIP OR CONTROL

(a) Assignment -- The Contractor may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without advance prior written notice to the RTC, and no such assignment or transfer shall have the effect of reducing or modifying the obligations owed to the RTC under this Agreement.

(b) Change in Ownership or Control -- The Contractor agrees that in the event of the sale of substantially all of the assets or stock of the Contractor, or in the event of a change in control of the beneficial ownership of the Contractor, the Contractor will require that the acquiring entity assume full responsibility for performance of all duties and obligations under this Agreement, without reduction or modification, including delivery of the Vehicles by the dates specified herein and in accordance with all requirements of the Contract Documents.

SEC. 228 SUBCONTRACTING

(a) Responsibility for Performance -- The Contractor shall be solely responsible for the performance of all Subcontractors and the fulfillment of all requirements of this Agreement and the other Contract Documents. The RTC has privity of contract with, and will recognize, only the Contractor.

(b) Required Provisions -- The Contractor shall assure that each of its Subcontractors performs its work under the subcontract in accordance with the applicable provisions of the Technical Specifications and other Contract Documents.

(c) Contractor's Duties -- The Contractor agrees that this Section does not operate to relieve the Contractor of any duty or liability under this Agreement, nor does it create any duty or liability on the part of the RTC to any Subcontractor. The Contractor shall have sole responsibility for promptly settling any disputes between Subcontractors and between the

Contractor and any Subcontractor. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the status of any disputes involving any of its Subcontractors.

(d) Payment to Subcontractors -- The Contractor shall pay its Subcontractors on a timely basis, for and on account of work performed by such Subcontractors, in accordance with the terms of the respective subcontracts and in accordance with applicable State and Federal law. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the current status of payments to Subcontractors, including the reasons for any non-payment.

SEC. 229 GOVERNING LAW AND CONSENT TO JURISDICTION

(a) State Law -- This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. The Contractor shall also comply with all applicable State laws and regulations and all applicable local ordinances.

(b) Federal Law -- The Contractor agrees to comply with the applicable Federal laws and regulations set forth in Appendix F to this Agreement.

(c) Contractor Affirmations and Responsibility -- The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, County, and City laws, codes, rules, and regulations, including the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all of such requirements at its sole cost and expense and without any increase in the price or timeframes specified in this Agreement due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or in the specified price.

(d) Jurisdiction -- The Contractor, by entering into the Agreement, consents and submits to the jurisdiction of the courts of the State of Nevada and of the United States, over any action at law, suit in equity, or other proceeding that may arise under or in connection with this Agreement or in the performance of the Contractor's obligations hereunder.

SEC. 230 TERMINATION FOR CONVENIENCE

(a) In General -- The performance of the Work under this Agreement may be terminated by the RTC in accordance with this Section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination, provided not less than sixty(60) Days prior to the termination date, specifying the extent to which

performance of the Work under the Agreement is terminated and the date upon which such termination becomes effective.

(b) Actions Following Notice -- Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall: (1) stop Work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination; (4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC Executive Director, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to directly settle or pay any or all claims arising out of the termination of such orders and subcontracts in accordance with the provisions in 48 CFR Part 49; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for purposes of this Section; (6) transfer title to the RTC and deliver in the manner, at the times, and to the extent directed by the RTC, the fabricated or unfabricated parts, Work in process or completed Work, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated, and the completed or partially completed plans, information, and other property which, if the Agreement had been completed, would have been required to be furnished to the RTC; (7) complete any such part of the Work that has not been terminated by the notice of termination; (8) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by such contract or paid in such other manner as the RTC may direct; and (9) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the RTC has or may acquire an interest.

(c) Applicability of FAR Principles -- Settlement of claims by the Contractor, obligations of the RTC with respect to the settlement of terminated subcontracts, and recoveries by the RTC under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

SEC. 231 TERMINATION BY MUTUAL AGREEMENT

This Agreement may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 232 or Section 234, respectively.

SEC. 232 TERMINATION FOR DEFAULT

(a) In General -- The RTC may, subject to the provisions of subsection (b) of this Section, by sixty (60) Day advance written Notice of Termination for default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If the Contractor fails to perform any of the provisions of this Agreement in accordance with its terms and the RTC is harmed by such failure.

(2) If the Contractor fails to make progress in the prosecution of the Work so as to endanger the performance of this Agreement in accordance with its terms.

(3) If the Contractor fails to make delivery of the Vehicles within the time specified in this Agreement (including any extension thereof).

(b) Opportunity to Cure -- The Contractor will be given the opportunity to cure any default within a period of thirty (30) Days after notice of such default under subsection (a) (or such longer period as the RTC may authorize in writing); provided that if the Contractor cannot reasonably cure such default within such thirty (30) Day cure period, the Contractor shall, prior to the expiration of such period, notify the RTC in writing, setting forth a plan for curing such default and a schedule and time certain by which such cure will be achieved. Upon receipt of such a notice and consultation with the Contractor, the RTC may (1) authorize the Contractor to proceed with the cure in accordance with its proposed plan and schedule; (2) direct the Contractor to make modifications in its proposed plan and/or schedule; or (3) reject such plan and terminate the Agreement for default if the RTC determines, in its discretion, that the Contractor will not be able to cure such default.

(c) Default by RTC. Except to the extent solely caused by a default of Contractor, in the event that RTC breaches this Agreement, and such breach, if and only if curable, is not cured within thirty (30) days following written notice from Contractor (or such longer period as is reasonably necessary to cure if such cure may not reasonably be effected in such thirty (30) day period, provided RTC diligently prosecutes such cure to completion at all times), Contractor shall have the right to terminate this Agreement by written notice delivered by Contractor to RTC at which time RTC shall reimburse Contractor for all reasonable costs and expenses incurred by Contractor in connection with this Agreement, including, at Contractor's option, payment of the difference between the purchase price under this Agreement and the actual price paid to Contractor to sell the Vehicles to another customer. For the avoidance of doubt, failure to make any payment by RTC is a breach that would require cure within thirty (30) days.

(d) Re-procurement -- If this Agreement is terminated in whole or in part for default, the RTC may procure, upon such terms and in such manner as the RTC deems appropriate, vehicles, equipment or other Work similar (in terms of capacity and/or function) to that terminated. The Contractor shall be liable to the RTC for any excess costs for such similar procurement (the RTC undertaking all reasonable efforts to mitigate such excess costs), and shall continue the performance of this Agreement to the extent not terminated under this Section.

(e) Applicability of FAR Principles -- Except as otherwise provided, settlement of claims under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

(f) Conversion to Termination for Convenience -- If after notice of termination of this Agreement under this Section, it is determined for any reason that the Contractor was not in default under this Section or that the default was excusable under this Section, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience under Section 232, unless the Parties otherwise agree.

SEC. 233 WAIVER OF TERMS AND CONDITIONS

The failure of the RTC or the Contractor to enforce one or more of the terms of this Agreement or to exercise any of its rights or privileges hereunder, or the waiver by the RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SEC. 234 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the RTC and the Contractor.

SEC. 235 CONTRACT AMENDMENTS

This Agreement and the Appendices hereto may only be amended or modified by written agreement duly executed by the RTC and the Contractor.

SEC. 236 NOTICES UNDER AGREEMENT

(a) Written Notice -- All notices and communications required pursuant to the terms of this Agreement shall be in writing, unless an emergency situation dictates otherwise.

(b) Addresses -- Communications should be addressed as follows:

If to the RTC:

Executive Director
Regional Transportation Commission
of Washoe County
1105 Terminal Way
Reno, NV 89502
Fax: (775) 348-3218

If to the Contractor:

Office of the General Counsel
Proterra Operating Company, Inc.
1815 Rollins Rd.
Burlingame, CA 94010
legal@proterra.com
Phone (864) 438-0000
Fax (864) 281-1894
with a copy to:
Customer Program Manager – Camille Schwetz
Proterra Operating Company, Inc.
1 Whitlee Court
Greenville, SC 29607
Phone (864) 438-0000
Fax (864) 281-1894

(c) Receipt of Notice -- Communications and notices in connection with the performance of this Agreement shall be considered received at the time actually received by the addressee or designated agent. Any notices required by this Agreement shall be deemed

received on: (1) the day of delivery if delivered by hand (including overnight courier service) or personal service during the receiving Party's regular business hours; (2) by facsimile with confirmation of transmission before or during the receiving Party's regular business hours; (3) via electronic mail with a read receipt requested and received; or (4) sent by United States mail, via certified mail return receipt requested to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. An original signed copy, via United States mail, shall follow fax transmissions. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Copy -- A copy of all notices and communications required by the terms of this Agreement shall be provided to the RTC's Project Director delivered in the manner specified in subsection (c).

(e) Required Notices -- In addition to notices required by the terms of this Agreement, notice is required for all matters involving possible termination actions, litigation, indemnification and disputes. Routine correspondence shall be directed to the Contractor's Project Manager and the RTC's Project Director.

SEC. 237 CONFLICT OF INTEREST

(a) In General -- An official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or Work under this Agreement shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement. No member, officer, or employee of the RTC shall, during his or her tenure and for one (1) year thereafter, have any interest in this Agreement or the proceeds hereof.

(b) Prohibited Interests -- Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of the RTC relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the RTC may immediately terminate this Agreement for default or convenience.

(c) Prohibited Commissions -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty the RTC shall have the right to terminate this Agreement without liability or in its discretion to deduct from the Contract Price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) Termination – In the event this Agreement is terminated as provided for in this Section, the RTC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Agreement by the Contractor.

(e) Reservation of Rights -- The rights and remedies of the RTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Agreement.

SEC. 238 TAXES

The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The Contractor shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to Work under this Agreement. The Contractor shall make any and all payroll deductions required by law. The Contractor agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

SEC. 239 PUBLIC RECORDS

The RTC is a public agency as defined by Nevada State law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records. RTC will provide notice to Contractor of any public records request made under this Agreement.

SEC. 240 CONFIDENTIALITY

(a) By Contractor -- All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Contractor is confidential

and privileged. The Contractor shall not disclose this information, or allow it to be disclosed to any person or entity without the express prior written consent of the RTC. The Contractor shall have the right to use any such confidential information only for providing the services under this Agreement, unless the express prior, written consent to RTC is obtained. Upon request by the RTC, the Contractor shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.

(b) By RTC -- The RTC and Contractor entered into a Non-Disclosure Agreement on _____ and the Parties agree to comply with the terms of the Confidentiality Agreement for this project.

SEC. 241 MARKETING RESTRICTIONS

The Contractor may not publish or sell any information from or about this Agreement without the prior written consent of the RTC. This restriction does not apply to the use of the RTC's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Contractor or its services.

SEC. 242 TAX AND CARBON CREDITS

(a) Tax Credits -- In the event that the Contractor is entitled to Federal or State tax credits or refunds conditioned on the sale of battery electric vehicles to a public agency, the Contractor shall not be required to rebate such amounts to the RTC when the Contractor takes the credit and/or realizes the refund.

(b) Carbon Credits -- In the event that the sale/purchase of a Vehicle may generate credits or other benefits associated with reductions in carbon emissions, exhaust or emissions banking or other credits or incentives or any kind as a result of environmental attributes associated with the deployment of battery electric buses, the RTC and the Contractor agree that one hundred percent (100%) of such incentives or credits shall be owned by the RTC.

SEC. 243 INTELLECTUAL PROPERTY

(a) Contractor Ownership -- The Contractor shall retain ownership of (1) any patents; (2) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (3) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States, and anywhere in the world, and all other rights

corresponding thereto throughout the world; and (4) any other proprietary rights (collectively, the “Intellectual Property”) in or to the technology associated with the Vehicles supplied to the RTC under this Agreement.

(b) License to RTC – The Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, non-transferable license to use the Intellectual Property for purposes of operations and maintenance of the Vehicles supplied under this Agreement and for related governmental purposes, including carrying out its obligations under its grant from FTA for the Project. The RTC agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose.

(c) Use of Information -- The RTC may disclose information relating to or generated by the Intellectual Property as follows: (1) to the Service Contractor, but only to the extent necessary to allow such party to operate and/or maintain the Vehicles, and subject to such party’s execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; (2) to the professional consultants with whom the RTC contracts to carry out activities under the Project, but only to the extent necessary to allow such parties to carry out their contractual obligations to the RTC and subject to such party’s execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; and (3) to the FTA, to the extent necessary to carry out the FTA grant agreement and the Project. The RTC further agrees that it will not allow any third party to reverse engineer the Vehicle.

(d) Warranty – The Contractor warrants that it is the owner of the Intellectual Property, that it has the right to convey and grant the license described in subsection (b), and that the RTC’s use thereof as contemplated in this Section, will not infringe upon any third party’s proprietary rights. The Contractor further agrees to defend and indemnify the RTC against all costs and damages arising from claims by a third party that the RTC’s use of the Intellectual Property infringes upon or violates such party’s rights.

(e) Developed Data and Technology – Information and data developed or collected during the Project regarding Vehicle energy consumption, emissions reduction, operating cost and performance, and related matters shall be owned by the Contractor provided that Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, nontransferable license to use such information and data, subject to any rights of FTA under the grant agreement or Federal law or regulations. Any modifications or alterations to the Contractor’s Intellectual Property made by the Contractor in the performance of this Agreement shall be owned by the Contractor.

ARTICLE III -- PAYMENT TERMS AND CONDITIONS

SEC. 301 CONTRACT PAY ITEMS AND PRICES

(a) Early Adopter Incentive Offer. On August 24, 2012, the Parties entered into an agreement for the purchase of four (4) Vehicles, one (1) Charging Station, and one (1) Stop Charger and related services. The Parties agree that Contractor shall salvage a list of specific parts outlined in Appendix H from all four Vehicles. In exchange, the RTC shall receive a credit of One Hundred Thousand Dollars (\$100,000.00) per Vehicle for a total of Four Hundred Thousand Dollars (\$400,000.00) towards the purchase of the Vehicles under this Agreement (“**Early Adopter Incentive Offer**”). The batteries of all four vehicles will be donated to the University of Nevada, Reno. Title of the Vehicles under the 2012 agreement shall be transferred to Contractor within thirty (30) days of execution of this Agreement.

(b) Vehicle, and Materials Prices -- The RTC shall pay the Contractor a total Contract Price of Three Million Nine Hundred Seventy Thousand One Hundred Seventy Six Dollars (\$3,970,176) which is composed of a credit and those items specified in Appendix E. At any time prior to the start of production of the Vehicle, Contractor may adjust the Base Unit Price using the US Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Category 1413, “Trucks and Bus Bodies”, which shall be communicated to RTC in writing. Labor Rates for any work chargeable to RTC are based on the hourly rate of a Senior Field Service Technician, at \$145.00 per hour, subject to annual increase.

DESCRIPTION	UNIT PRICE	# OF UNITS	TOTAL PRICE
BUS & CONFIGURABLE OPTIONS			
Base bus (ZX5+, 450kWh)	\$816,658	4	\$3,266,632
Upgrade to the ZX5 Max (+450 kWh, 675kWh total)	\$100,000	4	\$400,000
Estimated RTC Washoe Configurables	\$168,386	4	\$673,544
Extended Warranty (Complete Bus: 2 years / 100,000 miles)	\$7,500	4	\$30,000
Sub-Total, Customer Configured Bus:	\$1,092,544	4	\$4,370,176
Early Adopter Incentive Offer	(\$100,000)	4	(\$400,000)
Sub-Total, Bus with Config, Warranty, & Discount	\$992,544	4	\$3,970,176

CONTRACT PRICE

\$3,970,176.00

(c) Full Compensation – Payment for the pay item listed in this Section shall constitute full compensation to complete the Work in conformity with this Agreement and shall constitute full compensation for all transportation costs (including delivery and unloading costs, insurance costs, import duties, taxes, and fees), sales taxes, title fees, insurance and indemnification obligations, and other associated costs incurred or assumed by the Contractor in providing the Vehicles, Shop Chargers, Materials, and otherwise carrying out the Work in accordance with this Agreement and the other Contract Documents. In addition, the payment of the Contract Price includes the operations and maintenance manuals and the training the Contractor is obligated to provide under Section 222 hereof.

(d) No Additional Compensation – The Contractor shall not be entitled to any additional compensation for restoring loss or repairing damage arising during the completion of the Work, for correcting deficiencies or defects in the Work, for the consequences of unforeseen events, or for the cost of warranty repairs, except as otherwise specifically provided in a Change Order issued by the RTC.

SEC. 302 PAYMENTS

(a) Schedule -- The RTC shall make payments to the Contractor for the Vehicles, and Materials identified in Section 301(a) in accordance with the following schedule: (1) Twenty-five percent (25%) of the Bus Unit Price when Bus enters the production line; and (2) a 25% payment per Bus when batteries are installed in a Bus; and (3) a 50% payment per Bus when Bus is accepted by RTC in accordance with the provisions of this Agreement.

(b) Audits --

(1) Authority to Audit -- The RTC (or its authorized representative) may perform audits so as not to interfere with timely processing of payment applications and invoices. If an audit indicates the Contractor has been overpaid, that overpayment will be credited against the next Payment due, or remitted in full by the Contractor.

(2) Change Orders -- Payment for work under Change Orders negotiated on a cost reimbursable basis shall be subject to RTC review and audit of the Contractor's records supporting the invoice.

(3) Maintenance of Records -- The Contractor shall maintain all records relating to performance of the Work, and shall make those records available for audit, inspection, and copying.

(c) Deductions from Payments -- In addition to the deductions provided for under subsection (b), the RTC shall deduct from each Payment the following:

- (1) any sums expended by the RTC in performing any of the Contractor's obligations under this Agreement which the Contractor has failed to perform; and
- (2) any other sums which the RTC is entitled to recover from the Contractor under the terms of this Agreement.

The failure by the RTC to deduct any of these sums from a Payment shall not constitute a waiver of the RTC's right to deduct or otherwise collect such sums.

SEC. 303 INVOICING

(a) Form and Content -- The Contractor shall submit invoices to the RTC in accordance with this Section. Each invoice shall be in the form and contain the contents set forth in Appendix G. Invoices based on delivery of the Vehicles shall be submitted within ten (10) Days after delivery, and invoices based on Acceptance shall be submitted within fifteen (15) Days after Acceptance. Invoices shall be submitted to:

Regional Transportation Commission
Attn: Accounts Payable
1105 Terminal Way, Suite 300
Reno, NV 89502
or accountspayable@rtcwashoe.com

A copy of the original invoice shall be provided by the Contractor to the RTC's Project Director.

(b) Payment -- Within thirty (30) Days after receipt of an invoice from the Contractor, that includes the required documentation, the RTC shall pay the invoiced amount to the Contractor. All payments due under this Contract in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall be made by wire or EFT, unless otherwise mutually agreed in writing, to Proterra Operating Company, Inc., pursuant to the following wiring instructions:

Bank of America Merrill Lynch
Proterra Lockbox 741340
PO Box 741340
Los Angeles, CA 90074-1340
ABA Number: 1210-0035-8
Beneficiary Account Number: 1416800802
SWIFT: BOFAUS3N
Beneficiary Address: 1 Whitlee Ct., Greenville, SC 29607

(c) Withholding -- If the RTC objects to the payment of an invoice (or any portion thereof) or questions the sufficiency of the vouchers or documentation submitted, the RTC may withhold payment of the portion of the invoiced amount to which it objects and pay the balance. The RTC shall promptly notify the Contractor of this withholding, and the reasons therefore, and provide the Contractor with an opportunity to correct or resolve the issue presented. Any payment that is determined, pursuant to the dispute resolution process under Section 228, to have been unreasonably withheld or denied by the RTC will bear an interest at the Prime Rate from the due date of payment.

(d) Spare Parts -- The Contractor shall provide the RTC with a list and price schedule of recommended spare parts. Such payment will be made within fifteen (15) Days after the delivery of spare parts and/or equipment and receipt of a proper invoice.

SEC. 304 FINAL PAYMENT

(a) all warranties and guarantees are in full force and effect. The release and certification shall survive final payment. Final payment made in accordance with this subsection will be conclusive and binding against both parties to this Agreement on all questions relating to the amount of Work done and the compensation paid therefore, except as otherwise provided in subsection

(b) No Estoppel --

(1) In General -- The RTC shall not be precluded or estopped by any final payment to the Contractor:

(A) from showing at any time that any such final application of payment is untrue and incorrect, or improperly made, or that the Work and equipment and materials (or any part thereof) do not, in fact, conform to the Contract Documents.

(2) Damages -- The RTC shall not be precluded or estopped, notwithstanding any final payment to the Contractor, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply this Agreement or the other Contract Documents.

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SEC. 305 ENTIRE AGREEMENT

This Agreement constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to such subject matter.

IN WITNESS WHEREOF, the RTC and the Contractor have executed this Agreement on _____, 2023.

By: _____
Bill Thomas
Executive Director
Regional Transportation Commission
of Washoe County, Nevada

By: _____
John Walsh, Chief
Commercial Officer
Proterra Operating Company, Inc.

SAMPLE


APPENDIX A
TECHNICAL SPECIFICATIONS FOR VEHICLES

SAMPLE

APPENDIX B
TESTING PROCEDURES AND PROTOCOLS, INCLUDING ACCEPTANCE TESTING

SAMPLE

**APPENDIX C
CHANGE ORDER FORM**

			
CHANGE ORDER			
Customer:		<input style="width:100%;" type="text"/>	
Change No.:		CO - <input style="width:100%;" type="text"/>	
Date:		<input style="width:100%;" type="text"/>	
Contract Number		<input style="width:100%;" type="text"/>	
Item #	DESCRIPTION OF CHANGE	DECREASE	INCREASE
1	<input style="width:95%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
2	<input style="width:95%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
3	<input style="width:95%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
4	<input style="width:95%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
5	<input style="width:95%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Total Cost of Change		\$ 0.00	\$ 0.00
Reason For Change:			
<input style="width:100%; height:100%;" type="text"/>			
Current Contract Sum		<input style="width:100%;" type="text"/>	
Total Cost of Change Order		\$ 0.00	
New Contract Sum		\$ 0.00	
<p>This Change Order hereby amends the contract dated <input style="width:100%;" type="text"/> between Proterra Operating Company, Inc. and <input style="width:100%;" type="text"/>. This Change Order is the entire agreement between the parties with respect to the subject matter of this Change Order. Except as expressly modified or changed herein, all terms and provisions of the Agreement remain in full force and effect and govern this Change Order.</p>			
PROTERRA OPERATING COMPANY, INC.:		<input style="width:100%;" type="text"/>	
Signed: _____		Signed: _____	
Printed: _____		Printed: _____	
Title: _____		Title: _____	

APPENDIX D
WARRANTY PROVISIONS

SAMPLE

APPENDIX E
OPTIONS TRACKER

SAMPLE

APPENDIX F – APPLICABLE FEDERAL REQUIREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this Agreement, and any other prior or subsequent amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the Regional Transportation Commission of Washoe County (RTC), and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this Agreement must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this Agreement are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

1. BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(j) (Section 165 of the Surface Transportation Assistance Act of 1982, as amended) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. The requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. In order for rolling stock to be in compliance with the Buy America requirements, the cost of components produced in the United States must be more than 70 percent of the cost of all components and final assembly of the rolling stock must take place in the United States.

The Contractor must submit to the RTC the attached appropriate Buy America certifications. This requirement does not apply to lower tier subcontractors.

2. FLY AMERICA REQUIREMENT

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining

why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3. CARGO PREFERENCE

The Contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 2 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading);

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Nevada energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 49 U.S.C. § 6321, *et seq.*, 49 C.F.R. Part 18.

5. CLEAN WATER REQUIREMENTS

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to RTC, and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. BUS TESTING

The Contractor agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665 and shall comply with the following obligations:

- (1) a manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the RTC at a point in the procurement process specified by the RTC which will be prior to the RTC's final acceptance of the first vehicle.
- (2) a manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public;
- (3) if the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the RTC prior to the RTC's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing; and
- (4) if the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- (5) The manufacturer shall complete the attached certification.

7. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

As a condition of satisfactory contract performance, the Contractor shall cooperate with the RTC in compliance with requirements of 49 U.S.C. Section 5323(l) and 49 C.F.R. Part 663, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases", promulgated by the Federal Transit Administration.

Accordingly, pre-award and post-delivery audits of the manufacturer of the vehicles described herein shall be performed.

I. A pre-award (prior to RTC entering into a formal contract with the successful proposer to this solicitation) audit shall be performed at RTC's expense to include the following three certifications:

- (a) Buy America Certification verifying that either (A) the FTA has granted the proposer a waiver from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or, (B) the vehicles to be purchased meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having the RTC (or its agent) review documentation provided by the manufacturer which lists: (1) components and subcomponent parts of the Vehicles identified by the manufacturer of the parts, their country of origin, and costs, and the planned location of the final

assembly point for the rolling stock including a description of the activities which will take place at the final assembly point; and (2) the expected cost of final assembly.

(b) Purchaser's Requirements Certification that (A) the vehicles RTC is contracting for are the same product described in this solicitation; and (B) the successful proposer is a responsible manufacturer with the capability to produce a vehicle that meets the specifications set forth in this solicitation.

(c) The manufacturer's Federal Motor Vehicle Safety Standard self-certification information of compliance with Federal motor vehicle safety standards; or, the Federal Motor Vehicle Safety Standard self-certification information that the Federal motor vehicle standards do not apply, as appropriate.

II. A post-delivery (prior to title to the vehicles being transferred to the RTC) audit shall be performed at RTC's expense to include the following three certifications:

(a) A post-delivery Buy America Certification verifying the either: (A) the FTA has granted a waiver to the vehicles received from the Buy America requirements under sections 165(b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (B) the vehicles to be received by the RTC meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having the RTC (or its agent) review documentation provided by the manufacturer which lists: (1) components and subcomponent parts of the vehicles identified by the manufacturer of the parts, their country of origin, and costs, and the actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point; and (2) the cost of the final assembly.

(b) A post-delivery Purchaser's Requirements Certification which certifies that for procurements of 11 vehicles or more a resident inspector under contract with the RTC (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the vehicles, monitored and completed a report on the manufacture of the vehicles which: (1) provides accurate records of all vehicle construction activities; and (2) addresses how the construction and operation of the vehicles fulfills the contract specifications.

(c) The manufacturer's Federal Motor Vehicle Safety Standard self-certification information of compliance with Federal motor vehicle safety standards; or, the Federal Motor Vehicle Safety Standard self-certification information that the Federal motor vehicle standards do not apply, as appropriate.

8. LOBBYING

The Contractor shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying", attached. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

9. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

(a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.30(i), as is the RTC, the Contractor agrees to provide the RTC, the FTA Administrator, the 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 this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(3), which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(3)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(c) 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.

(d) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case the Contractor agrees to maintain same 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. See 2 C.F.R. 200.333.

(e) FTA does not require the inclusion of these requirements in subcontracts.

10. CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the RTC and FTA (FTA Master Agreement dated October

2017), as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

11. CLEAN AIR REQUIREMENTS

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) **Overtime Requirements.** -- No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** -- In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Section.

(c) **Withholding for unpaid wages and liquidated damages.** -- The RTC shall upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may

be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Section.

(d) **Subcontracts.** -- The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements set forth in this Section.

(e) **Payrolls and basic records.** -- Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

14. NO FEDERAL 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 contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the RTC, Contractor, or any other party (whether or not a part to that contract) pertaining to any matter resulting from the underlying contract.

(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.

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15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(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 this Project. Upon execution of the underlying contract, 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 underlying contract or the FTA assisted project for which this contract 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. § 5307(n)(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.

16. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

(a) **Applicability to Contracts.** -- Executive Order 12549, as implemented by 49 C.F.R. Part 29, prohibits FTA recipients and subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred Contractors and that they will require their Contractors (and their subcontractors) to make the same certification to them.

(b) **Flow Down.** -- Contractors are required to pass this requirement on to subcontractors seeking subcontractors over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both Contractors and subcontractors and contracts and subcontracts over \$100,000.

(c) **Certification.**

(1) The prospective lower tier participant shall execute the certification attached, indicating compliance with the requirements of this section.

- (2) The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the RTC may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the RTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. The Contractor may contact the RTC for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the RTC.
- (6) The prospective lower tier participant further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, set forth below in subsection (d), without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (9) Except for transactions authorized under paragraph (5) of this section, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the RTC may pursue available remedies including suspension and/or debarment.
- (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction.
- (1) The prospective lower tier participant certifies, that neither it nor its "principals" [as defined as 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation.

17. PRIVACY ACT

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. CIVIL RIGHTS

The following requirements apply to the underlying contract:

(a) **Nondiscrimination.** -- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) **Equal Employment Opportunity.** -- The following equal employment opportunity requirements will apply to the contract:

(1) Race, Color, Creed, National Origin, Sex. -- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age. -- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. -- In accordance with section 102 of the Americans with Disabilities Act, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) The Contractor also 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.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (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, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all

FTA mandated terms shall be deemed to control in the event of any conflict with other provisions 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 RTC to be in violation of the FTA terms and conditions.

20. DISADVANTAGED BUSINESS ENTERPRISE

(a) Each transit vehicle manufacturer, as a condition of being authorized to enter into a contract for FTA assisted transit vehicles, must certify that it has complied with the requirements of 49 C.F.R. § 26.49 and complete the attached certification.

(b) A transit vehicle manufacturer must establish and submit for FTA's approval an annual overall percentage goal. In setting this overall goal, the manufacturer should be guided, to the extent applicable, by the principles underlying 49 C.F.R. § 26.45. The base from which the manufacturer calculates this goal is the amount of FTA financial assistance included in transit vehicle contracts the manufacturer will perform during the fiscal year in question. The manufacturer must exclude from this base funds attributable to work performed outside the United States and its territories, possessions, and commonwealths. The requirements and procedures of this part with respect to submission and approval of overall goals apply to the manufacturer as they do to recipients.

(c) A transit vehicle manufacturer may make the certification required by this section if the manufacturer has submitted the goal this section requires and FTA has approved it or not disapproved it.

(d) The RTC may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the procedures of this section.

21. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;

4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 26;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

22. VEHICLE PRODUCTION MONITORING AND INSPECTION SERVICE

As a condition of satisfactory contract performance, the Contractor shall cooperate with the RTC in compliance with the requirement found in 49 C.F.R. Part 663 ("Pre-Award and Post-Delivery Audits of Rolling Stock Purchases") that production monitoring and inspection of the vehicles take place during their production. The regulation requires that a resident inspector be at the site of the manufacture of the vehicles throughout their construction, and that corresponding reports be prepared by the inspector for the RTC.

The Contractor shall cooperate with the resident inspector hired by the RTC. Cooperation shall include, but not be limited to, allowing the inspector access to all production facilities during normal production days and hours, access to all production personnel, access to all records directly related to production of the vehicles, answering questions related to vehicle production from the inspector, supplying the inspector with copies of all production-related documents requested by the inspector, and in general cooperating with any production-related information requests made by the inspector.

In the event of unresolved disputes between the manufacturer and the inspector, the manufacturer shall contact the RTC seeking a resolution.

Failure by the inspector to complete his or her performance because of the manufacturer's failure to satisfactorily cooperate with the inspector shall be cause for failure of specific performance by the manufacturer.

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23. INTERESTS OF MEMBERS OF, OR DELEGATES TO, CONGRESS

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

24. ENVIRONMENTAL REQUIREMENTS

Contractor agrees to comply in all material respects with all Federal, State and local environmental and resource conservation requirements that apply to the construction activities under the terms of this Agreement. Contractor shall report any violation of standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401 et seq.) or the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) resulting from any activity of Contractor in connection with the performance of the Agreement to FTA and to the appropriate U.S. EPA Regional Office. Contractor shall be responsible for the disposal of hazardous materials, in accordance with applicable Federal, state and local laws and regulations.

SAMPLE

BUS TESTING CERTIFICATION
CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned Contractor/Manufacturer certifies that the vehicle complies or will comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. Part 31.

In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 C.F.R. Part 29.

Date _____

Signature _____

Company Name _____

Title _____

SAMPLE

CERTIFICATION REGARDING FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Contractor certifies that it shall submit either: (1) manufacturer's FMVSS self-certification information that the Vehicle complies with relevant FMVSS standards or; (2) manufacturer's certified statement that the contracted Vehicles will not be subject to FMVSS regulations.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

SAMPLE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

I, certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

DBE STATEMENT AND CERTIFICATION

As a condition of being authorized to participate in transit vehicle procurements in which Federal Transit Administration (FTA) funds are used, each transit vehicle manufacturer, including chassis manufacturers, and all subsequent manufacturers involved in the completion of transit vehicles must certify that it has submitted for the FTA Administrator's approval an annual percentage Disadvantaged Business Enterprise (DBE) goal in compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c).

The Federal Transit Administration, Office of Civil Rights, will act as a resource to verify the status of each manufacturer.

CERTIFICATION

Compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c) is hereby certified:

(Typed Name of Contractor Official)

(Typed Name of Firm)

(Typed Street Address)

(Signature of Contractor Official)

(Typed City, State & Zip Code)

(Telephone Number of Contractor)

(Date)

BUY AMERICA CERTIFICATION

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR part 661.11.

Date _____

Signature _____

Company Name _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Name _____

Title _____

**APPENDIX G
INVOICE FORM**

Regional Transportation Commission
ATTN: Accounts Payable
1105 Terminal Way, Suite 300
Reno, Nevada 89502
or accountspayable@rtcwashoe.com

Invoice Date: _____ Invoice Number: _____

Payment Number: _____

Description:

Invoice Amount: _____
Less Applicable Retention: _____
Total Due on This Invoice: _____
Original Contract Amount: _____
Change Orders: _____
Total Contract Amount: _____
Total Amount Invoiced to Date (including this invoice): _____
Balance Due on Total Contract Amount: _____

**APPENDIX H
PARTS FOR SALVAGE**

Components	Part Numbers
Can gateways	10356
Can Gateway	20938
ECU for the Thermoking unit	N/A
TK Controller	N/A
Relays from the TK unit	N/A
RH controllers	8923
ZR-32's	1275
Defroster	18543
All VFD's	000331 005282
UQM Inverter	10144
UQM motor	741
Door buttons	17133
ESM	8231
Horn Relay	N/A
Instrument cluster	21501
Entire Dash	22
Horn rings	N/A
5V power supply's	2930
CAN gateways for ICAN.	12809



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.5.4

To: Regional Transportation Commission

From: Mark Schlador, Fleet and Facilities Manager

SUBJECT : Snow and Ice Removal - Amendment No. 3

RECOMMENDED ACTION

Approve Amendment No. 3 to the contract with Dynamic Nevada Construction, in the amount of \$150,000, for a new total not-to-exceed amount of \$234,420.

BACKGROUND AND DISCUSSION

Snow and ice removal services to extend the term of agreement to June 1, 2023, and to add \$150,000 of contract authority to the existing contract to account for the unprecedented need for the services.

FISCAL IMPACT

Other operational savings are sufficient to cover increased cost in the current year budget. This item is funded by sales tax.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

AMENDMENT NO. 3

The Regional Transportation Commission of Washoe County (“RTC”) and Dynamic Nevada Construction, LLC (“Contractor”) entered into an agreement dated February 15, 2021, as previously amended by Amendment No. 1 dated February 14, 2022 and Amendment 2 dated March 21, 2022 (the “Agreement”). This Amendment No. 3 is dated and effective as of February 24, 2023.

RECITALS

WHEREAS, RTC and CONTRACTOR entered into the Agreement in order for CONTRACTOR to perform snow and ice removal services for the RTC locations.

WHEREAS, the parties have determined that there is a need to amend the Agreement to add additional funding of \$150,000 for the services; and to extend the term of the Agreement to continue with the snow and ice removal services; and

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

1. Section 1 shall be replaced in its entirety with the following:
The term of this Agreement shall commence on the effective date above and end on June 01, 2023.
2. 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

DYNAMIC NEVADA CONSTRUCTION, LLC

By: _____
Tony Gonzalez, President



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 4.6.1

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance

SUBJECT: Acknowledge receipt of the Asset Donation Log for the second quarter of calendar year 2022 through the first quarter of calendar year 2023

RECOMMENDED ACTION

Acknowledge receipt of the Asset Donation Log for the second quarter of calendar year 2022 through the first quarter of calendar year 2023.

BACKGROUND AND DISCUSSION

The log lists the items that were donated as outlined in RTC Management Policy P-58 effective April 1, 2022 through January 31, 2023. The Board requested that it be notified quarterly of any asset donations. The attached document details last quarters' donations made to charity or other government agencies; no equipment was donated between April 1, 2022 and December 31, 2022. Staff feels the donations are appropriate and that there is a benefit to the community. This quarter's donations were made to Reno Host Lions Club and Computer Corps.

Reno Host Lions Club is a non-profit and a 100% volunteer organization. Its mission is to give children a chance to be part of the 21st Century by giving them computers in their homes through their Computers for Kids program. The Reno Host Lions Club accepts donations of used computers and gives them away pre-loaded with Linux to underprivileged children in Northern Nevada.

ComputerCorps is a 501(c)(3) Non-Profit Organization that provides access to computers, training to underserved families, and is dedicated to helping provide job opportunities to individuals in the community while eliminating eWaste in our nation's landfills.

FISCAL IMPACT

Donated assets have no book value. No impact.

PREVIOUS BOARD ACTION

10/22/2018 Amended RTC Management Policy P-58 to allow for donation of unusable or obsolete assets and direct staff to present a quarterly list of all donations.

ATTACHMENT A
ASSET DONATION LOG - JUL 1 - JAN 31 2023

Qty	Item Description	Donated To	Reason for Disposal	Year Purchased
WORKSTATION				
6	Dell OptiPlex 7040	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell OptiPlex 7070	RENO HOST LIONS CLUB	BROKEN	(1)
2	Dell OptiPlex 9010	RENO HOST LIONS CLUB	OBSOLETE	(1)
7	Dell OptiPlex 7050	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell OptiPlex 3020	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell OptiPlex 980	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell OptiPlex 960	RENO HOST LIONS CLUB	OBSOLETE	(1)
LAPTOP				
1	Lenovo	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	IBM ThinkServer TS140 / Lenovo	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell Latitude E7470	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell Precision 7510	RENO HOST LIONS CLUB	OBSOLETE	(1)
PRINTERS				
2	HP LaserJet	COMPUTERCORPS	OBSOLETE	(1)
SERVERS				
1	Dell PowerEdge R630	COMPUTERCORPS	OBSOLETE	(1)
OTHER				
1	BARRACUDA Mail Archiver 350	COMPUTERCORPS	OBSOLETE	(1)
1	BARRACUDA Firewall	COMPUTERCORPS	OBSOLETE	(1)
1	BARRACUDA SPAM Firewall	COMPUTERCORPS	OBSOLETE	(1)
1	INSYDE eChiefRiver	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Eaton UPS FE7	COMPUTERCORPS	BROKEN	(1)

(1) Expensed when purchased; date of purchase not tracked
 IT supplies/equipment replacement schedule is 5 years
 Printers are not replaced until broken or not cost effective



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 5.1

To: Regional Transportation Commission

From: James Gee, Service Planning and Innovation Manager

SUBJECT: Public Hearing on potential service/fare changes as recommended by the FY2023-2027 Transit Optimization Plan Strategies

RECOMMENDED ACTION

Conduct a public hearing on potential service and fare changes as recommended by the FY 2023-2027 Transit Optimization Plan Strategies document for RTC RIDE, RTC REGIONAL CONNECTOR, FlexRIDE, and other transportation programs; approve the recommended service and fare changes.

BACKGROUND AND DISCUSSION

The FY 2023-2027 Transit Optimization Plan Strategies (TOPS) began on July 14, 2021 and was approved by the board on July 22, 2022. This document serves as the operating and capital business plan to guide transit service delivery over the next five years. Specific tasks performed by the consulting team included:

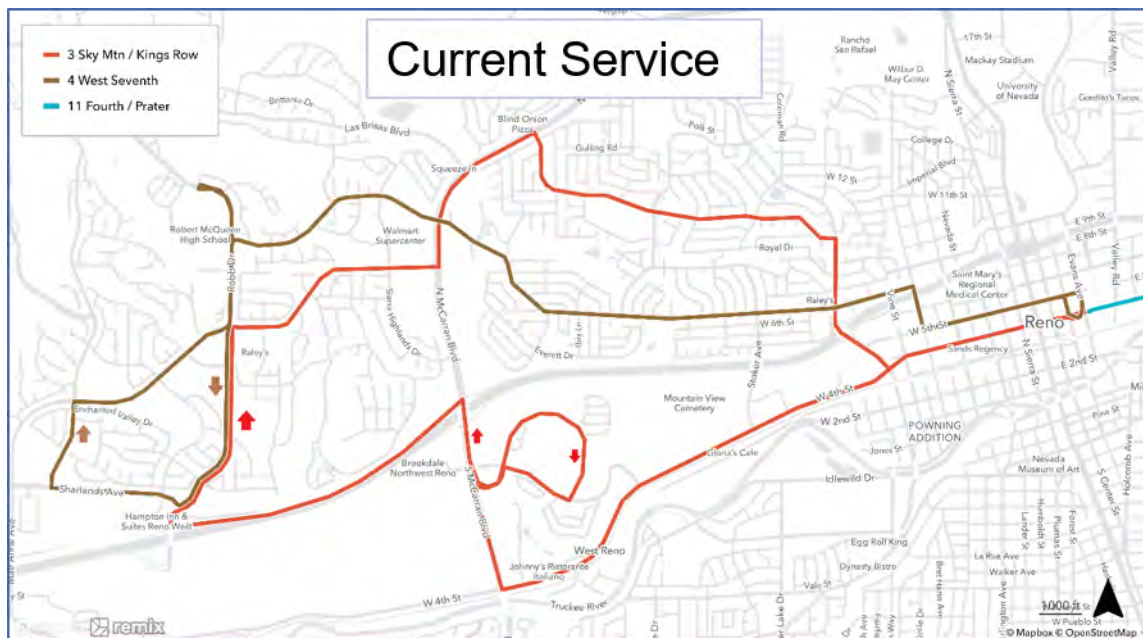
- Review of existing public transit services
- Review of performance standards for evaluation of service
- Peer review
- Strategies for retaining and attracting new riders
- Technology review and recommendations
- Development of RIDE, ACCESS, and FlexRIDE service recommendations

As part of the development of the FY 2023-2027 TOPS, the consultant team created a series of recommendations for RTC's transit services. Over the life span of this plan, recommended changes will be implemented dependent upon ridership, staffing levels, and available financial resources. The first series of improvements were implemented on September 10, 2022 and the second package of changes is scheduled for approval on or before May 6, 2023. This second set of changes includes:

Route Modifications:

Improved Northwest Reno Service

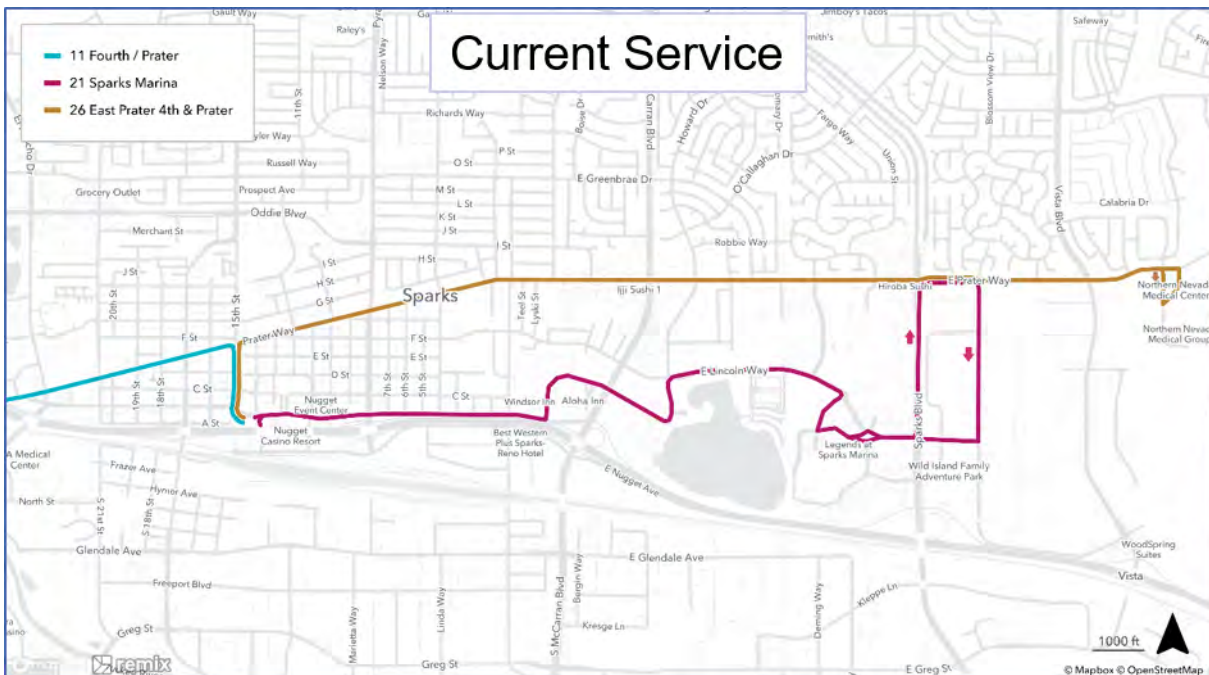
- **Route 11:** Extend west to McCarran Boulevard and 7th Street, Coit Plaza and Walmart in Reno via the Sky Mountain/Sky Valley loop. Maintains 30-minute service. Provides a connection to Route 4, and Somerset-Verdi FlexRIDE. Also extends east to Sparks and Sparks Spanish Springs FlexRIDE. Modifies the time-table.
- **Route 4:** Modify to loop around Walmart. Eliminates library extension and replaces with FlexRIDE. Fill in Sunday service gap. Modifies the time table.
- **Somerset-Verdi FlexRIDE:** Extend FlexRIDE service zone eastward.
- **Route 3:** Discontinue this route and replace the southern half with the Route 11 modification noted above, offering 30-minute frequency instead of the current 60-minute frequency and operates bi-directionally (the same line of route in both directions). The northern portion of this route will be replaced with an expanded Somerset-Verdi FlexRIDE zone.

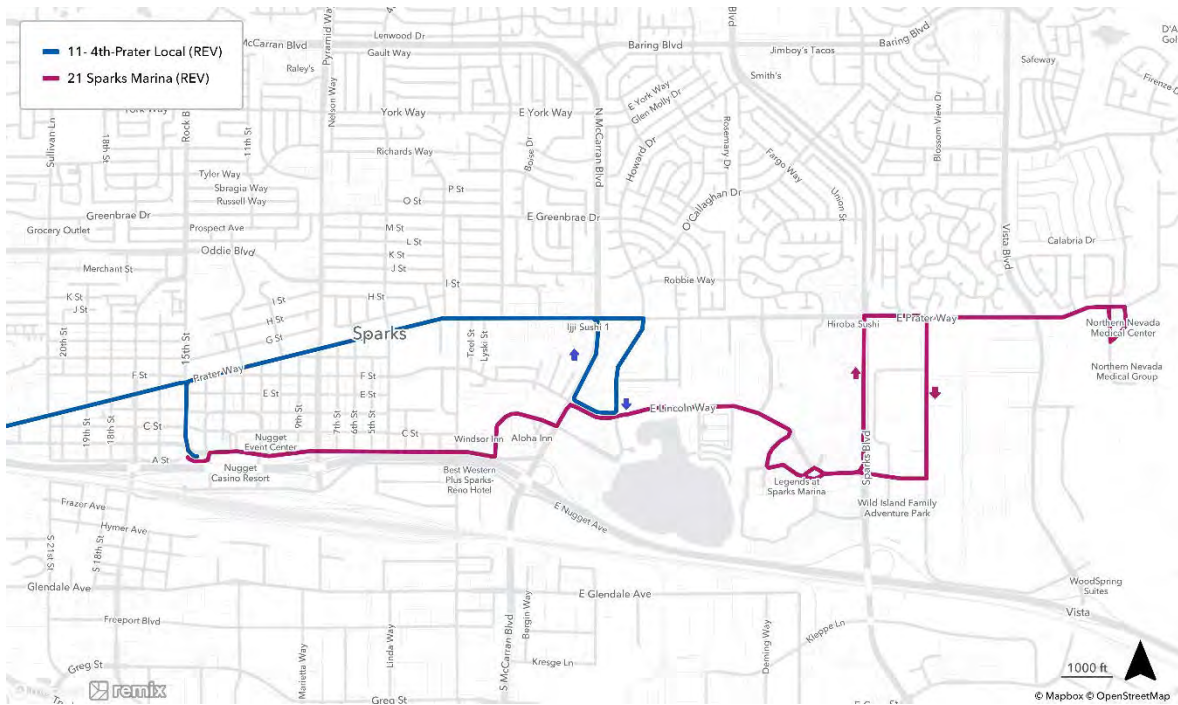




Modified Sparks Service

- **Route 11:** Extend east to McCarran Boulevard in Sparks and Howard Drive. Provides connection with Sparks-Spanish Springs FlexRIDE and service to Iron Horse Shopping Center and Food Maxx. Maintains 30-minute service. Also extends west to Northwest Reno to provide a connection to Route 4, and the Somerset-Verdi FlexRIDE. Modifies the time-table.
- **Route 21:** Extend to Northern Nevada Medical Center maintaining service along Sparks Boulevard outbound and remains on Lillard Drive for the inbound trip. Increases frequency on Saturday and modifies the time table.
- **Sparks – Spanish Spring FlexRIDE:** Continue to extend FlexRIDE northward and eastward (effective April 1, 2023)
- **Route 26:** Discontinue this route and replace with expanded Route 11 and Route 21.





Routine Schedule Time Adjustments

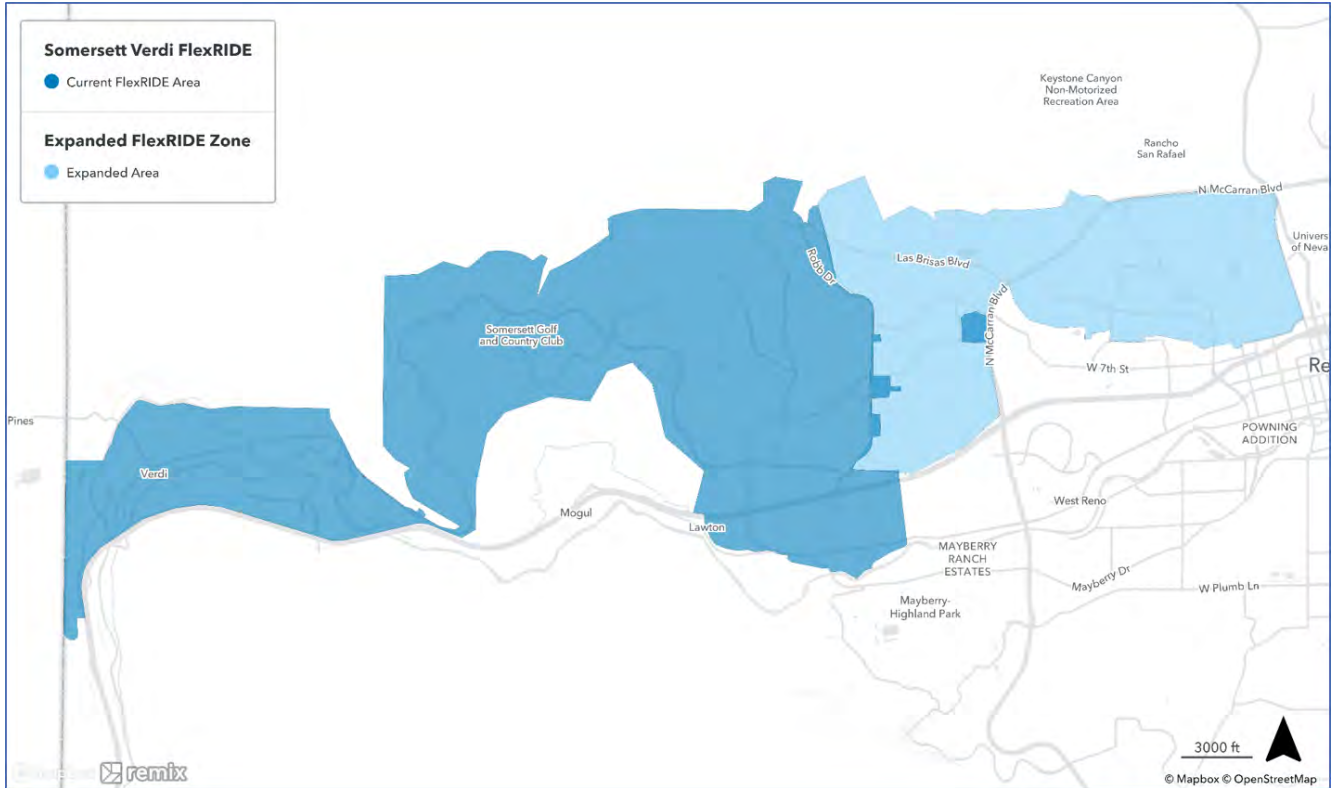
As part of RTC’s on-going effort to provide reliable and on-time service, staff monitors bus travel times and speeds, as well as other statistics. As traffic patterns, passenger habits, and street networks change, these changes have an effect on the reliability and on-time performance of each route. Therefore, each service change contains small adjustments to the schedule timetables to maintain their relevance to what the bus can actually perform, thereby improving reliability and on-time performance, as well as customer service. This service change will contain these small adjustments to our routes.

FlexRIDE Expansion

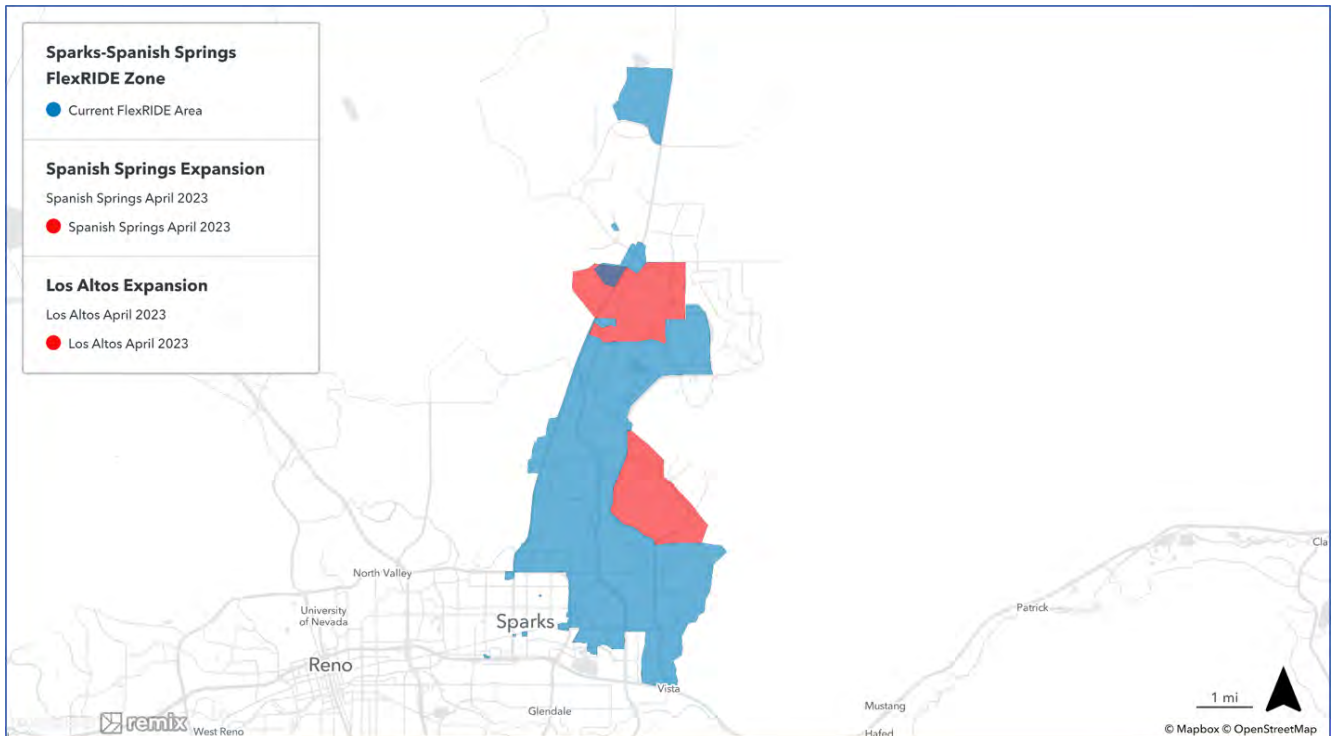
As part of RTC’s on-going effort to improve service, staff continually monitors the FlexRIDE program, its service zones, and points-of-interest around each zone. Existing zones are expanded as budget, staffing, and vehicles will allow.

Currently recommended FlexRIDE expansions are:

- **Somerset – Verdi:** To continue to provide public transit service to the northwest portion of the City of Reno in light of the proposed discontinued Route 3 service, RTC will be expanding the Somerset-Verdi FlexRIDE zone to include the area previously covered by the northern part of Route 3. This zone will go as far east as Sierra Street and follow 7th Street from Sierra Street to McCarran Boulevard about 3-tenths of mile north of 7th Street. Furthermore, Rancho San Rafael Park will be a connection point between the Somerset-Verdi FlexRIDE zone and the North Valleys FlexRIDE zones.



- Sparks – Spanish Springs:** Effective April 1, service is being added to an expanded area around Los Altos Parkway and also an area generally east of Pyramid Highway and between Lazy 5 Park and the intersection of La Posada and Pyramid Highway.



Enhanced Senior Services

The FY 2023–2027 Transit Optimization Plan Strategies (TOPS) included a number of recommendations for the RTC Public Transportation Services to be implemented during the five-year TOPS period. One of the recommendations described in this report is expanding the Washoe Senior Ride (WSR) Taxi Bucks/Uber Rides Program.

RTC currently offers the Washoe Senior Ride and Uber Rides programs for seniors in parts of Washoe County. Washoe Senior Ride is a subsidized taxi programs which allows participants to purchase up to \$60 per month in taxi credit for \$15 for use on trips throughout the county. Under the Uber Rides program, RTC subsidizes 75% of up to five monthly trips on Uber up to \$9 for trips within the general Reno/Sparks area.

These programs provide additional mobility for seniors at a lower cost to RTC than ACCESS. They also have the benefit of providing mobility in areas not currently served by RIDE or FlexRIDE services. The TOPS plan recommends increasing the RTC contribution for the taxi program and increasing Uber trips and contribution as shown in Figure 1.

Figure 1: Senior Mobility Program Recommendations

Program	Current	Proposed
Washoe Senior Ride Taxi Bucks	RTC provides \$60 of monthly taxi credit for \$15	RTC Washoe Senior Ride (Taxi Bucks) program will transition towards an automatic card loading process. Each month passengers will receive a subsidy of \$60 with no matching funds required.
Uber Rides	RTC covers up to \$9.00 per trip for 5 trips per month	RTC covers up to \$10.00 per trip for 6 trips per month

Reciprocal Fare Policy (not included in TOPS)

RTC provides a service, RTC REGIONAL CONNECTOR, which is a route connecting Reno with Carson City. The service is primarily designed for commuters with six round trips every weekday.

In Carson City, passengers who wish to connect from RTC to JAC receive a transfer for free and pay no extra fare for switching from system to system. However, passengers connecting from JAC to RTC receive a transfer but are required to pay an extra \$3.50 regular fare or \$1.50 reduced fare to travel to Reno. This proposed change in fare policy eliminates this extra fee.

Title VI Analysis – Service Changes

FTA Circular 4702.1B requires that recipients of federal transit funds prepare service equity analyses for proposed major service changes. RTC policy identifies a major service change as:

- A reduction or increase of 10% or more of system-wide service hours
- The elimination or expansion of any existing service that affects:
 - 25% or more of the service hours of a route or
 - 25% or more of the route’s ridership (defined as activity at impacted bus stops).

The analysis prepared under Title VI requirements is used to determine if a disparate impact exists with

minority and disadvantaged populations. RTC's Title VI policy defines that a disparate impact exists if the impact of any major service change requires a minority population to bear adverse effects (20% more or less) than those adverse effects borne by the non-minority population. Should a proposed major service change result in disparate impact, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disparate impact of the change. If RTC finds potential disparate impacts and then modifies the proposed changes in order to avoid, minimize or mitigate potential disparate impacts, RTC will reanalyze the proposed changes in order to determine whether the modification actually removed the potential disparate impacts of the changes.

For the review of current routes, level of service, and potential route changes, RTC uses a transit planning program called Remix. This program uses ACS Census data to provide updated demographic information. Service changes are generally evaluated using the methodology below:

1. Get the population near a route, including its low-income and minority percentage.
2. Compare the number of people-trips (total, low-income, and minority), before and after.
3. Get the total difference in people-trips across the transit system.
4. Calculate the change borne by low-income and minority populations.
5. Compare the percentage change to the average in the service area.

The changes borne by these service changes are 27.4% for low-income populations and 28.7% for minority populations which exceed the RTC impact and burden policy standards of 20%. However, analysis of these service changes calculates an increase in total, minority, and low-income people trips. As a result, this analysis concludes that the changes are to be considered an overall increase in service which comparatively benefits minority and low-income populations.

Title VI Analysis – Fare Policy

The FTA Circular 4702.1B requires that recipients of Federal Transit Administration funding prepare and submit equity analyses for any change in fare structure. This analysis prepared under Title VI requirements is used to determine if a disparate impact exists with minority and disadvantaged populations.

The proposed change in fare policy is a reduction in the fares paid by users connecting between the two transit systems. This beneficial change will be applied equally to all existing passengers, and does not trigger the disparate impact or disproportionate burden thresholds for fare changes.

FISCAL IMPACT

The proposed changes for RIDE represent an approximate annual decrease of 7.1% in revenue hours primarily due to improvements in running time and interlining. Changes to FlexRIDE, RTC REGIONAL CONNECTOR, and other transportation programs will have a smaller, off-setting financial impact dependent upon the level of ridership.

PREVIOUS BOARD ACTIONS:

July 15, 2022 Approval of TOPS documents. Approval of first round of service changes recommended by TOPS including changes to RIDE, ACCESS, FlexRIDE, and other transportation programs.

ADVISORY COMMITTEE(S) REPORT

The proposed service change concepts discussed above were presented to the Citizens Multimodal Advisory Committee on February 1, 2023 and the Technical Advisory Committee on February 2, 2023.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 6.1

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Elect the Commissioner representing the City of Sparks to serve as RTC Chair for calendar years 2023 and 2024, and elect a Commissioner to serve as RTC Vice Chair for calendar years 2023 and 2024

RECOMMENDED ACTION

Elect the Commissioner representing the City of Sparks to serve as RTC Chair for calendar years 2023 and 2024, and elect a Commissioner to serve as RTC Vice Chair for calendar years 2023 and 2024.

BACKGROUND AND DISCUSSION

RTC's bylaws provide that the Board shall elect a Chair and Vice Chair to serve two-year terms from January of odd-numbered years until December 31 of the following even numbered year. Sec. III.A. RTC's bylaws mandate that the office of Chair must be chosen from the Commissioners representing Washoe County, Reno, and Sparks on a rotating basis, in that order. Sec. III.A. RTC's bylaws do not mandate any order in which a Commissioner must be chosen as Vice Chair, but past practice has been to elect a Commissioner representing the entity from which the next Chair must be chosen.

This election will be for the term of calendar years 2023 and 2024. The prior Chair was chosen from the Commissioners representing Reno. Therefore, the Commissioner representing Sparks must be chosen as Chair. Any other Commissioner may be chosen as Vice Chair, but if the Board follows past practice a Commissioner representing Washoe County would be chosen as Vice Chair.

Note, the prior Chair resigned from the Reno City Council and the RTC during her term as Chair. RTC's bylaws are silent on the procedure for filling vacancies of the office of Chair or Vice Chair. At its August 2022 meeting, the Board elected the Commissioner representing Sparks to fill the vacant office of Chair through December 31, 2022. That created a vacancy in the office of Vice Chair, and the Board elected a Commissioner representing Washoe County to fill the vacant office of Vice Chair through December 31, 2022. Those actions do not affect this election or the rotating order mandated in RTC's bylaws.

RTC's bylaws state that the election of the Chair and Vice Chair will occur at the Board's January meeting. Sec. III.A. Due to an oversight, this election did not occur at last month's meeting. Staff has instituted measures to ensure that does not happen in the future.

Elect the Commissioner representing the City of Sparks to serve as RTC Chair for calendar years 2023 and 2024, and elect a Commissioner to serve as RTC Vice Chair for calendar years 2023 and 2024
Page 2

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 6.2

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Legislative Update

RECOMMENDED ACTION

Update, discussion, and potential direction to staff regarding legislative measures and issues being considered during the 82nd (2023) Session of the Nevada Legislature. (For Possible Action)

BACKGROUND AND DISCUSSION

Michael Hillerby of Kaempfer Crowell, Ltd., is RTC's government affairs representative and will present legislative measures and issues that are being considered during the 82nd Session of the Nevada Legislature in order to receive direction from the Board.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 6.3

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

SUBJECT: Approve the McCarran Boulevard Corridor Study final report

RECOMMENDED ACTION

Approve the McCarran Boulevard Corridor Study final report.

BACKGROUND AND DISCUSSION

The RTC, in partnership with the Nevada Department of Transportation (NDOT), conducted a corridor study to evaluate transportation safety and operations for the entire McCarran Boulevard loop. The purpose of this study was to develop a vision for the corridor in the context of the surrounding land use along the 23-mile loop.

The study was initiated in September 2021. With support of consultant services, a comprehensive data collection and analysis of the corridor was performed. Preliminary findings were shared with the public and stakeholders via a variety of media, including a virtual meeting and StoryMap. Feedback was obtained through a survey, interactive map, open comment, and social media outlets. The project team identified several needs throughout the corridor based on the initial data collection and stakeholder and public input. Proposed recommendations were developed based on these identified needs, and were presented to the RTC Board on October 21, 2022. Following the Board presentation, the project recommendations were shared with the public via an updated StoryMap and other media notifications to receive any final comments prior to finalizing the report. Those comments have been acknowledged and included in an appendix of the report, along with a summary response.

Staff is seeking Board approval of the final report to begin coordinating with NDOT and the local jurisdictions on project prioritization and implementation. Volume 1 of the report is included as an attachment. The full report, including the appendices in Volume 2, have been uploaded to the McCarran Boulevard Corridor Study web page at <https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/>.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

10/21/2022 Acknowledged receipt of a report on the status of the McCarran Boulevard Corridor Study.

McCarran Boulevard Corridor Study

Improving Safety and Mobility, and
Enhancing Economic Development Opportunities
Along McCarran Boulevard



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Acknowledgments

The McCarran Boulevard Corridor Study is a product of the vision and commitment of the Regional Transportation Commission (RTC) of Washoe County, the Nevada Department of Transportation (NDOT), other partner agencies and their dedicated staff, and members of the public throughout the Reno-Sparks metropolitan area.

Individuals within the following agencies have invested their time and resources in developing a shared vision for this important regional route.

STUDY PARTNERS

- » NDOT (co-lead)
- » City of Reno
- » City of Sparks
- » Washoe County
- » Washoe County School District
- » Reno-Tahoe International Airport
- » Truckee Meadows Regional Planning Agency
- » University of Nevada, Reno

CONSULTANT TEAM

- » CA Group
- » Parametrix

Various members of each agency participated in Technical Advisory Committee (TAC) meetings, providing insights, data, and decision-making at key points in the study process. Together with the community at large, this was a collaborative plan that sets the foundation for future improvements along McCarran Boulevard, allowing it to function as a major thoroughfare through Reno and Sparks for a variety of transportation users.

COLLABORATIVE PLAN

This collaborative plan, created with the community at large, sets the foundation for future improvements along McCarran Boulevard, and allows it to function as a major thoroughfare through Reno and Sparks for a variety of transportation users.

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Table of Contents: Volume 1



1	Introduction
3	McCarran Today
9	Stakeholder and Public Engagement
13	Corridor Characteristics
15	Corridor Concept Development and Evaluation
19	Corridor Improvement Recommendations
25	Implementation Next Steps

Volume 2: Technical Documents

- » Existing Conditions Report
- » Traffic Report
- » Outreach Materials
- » Cost Estimate

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Introduction

The recommendations from the McCarran Boulevard Corridor Study will improve safety and mobility, and enhance economic development opportunities along McCarran Boulevard.

The McCarran Boulevard Corridor Study was led by the Regional Transportation Commission (RTC) of Washoe County, in close collaboration with the Nevada Department of Transportation (NDOT). Project partners included Washoe County, the cities of Reno and Sparks, the Reno-Tahoe International Airport, and the University of Nevada, Reno.

Due to the length of the corridor, it impacts a wide diversity of neighborhoods and commercial centers. Constructed with the purpose of serving high-speed regional travel needs, sections of McCarran Boulevard now traverse densely developed communities with high volumes of pedestrian and bicycle activity.

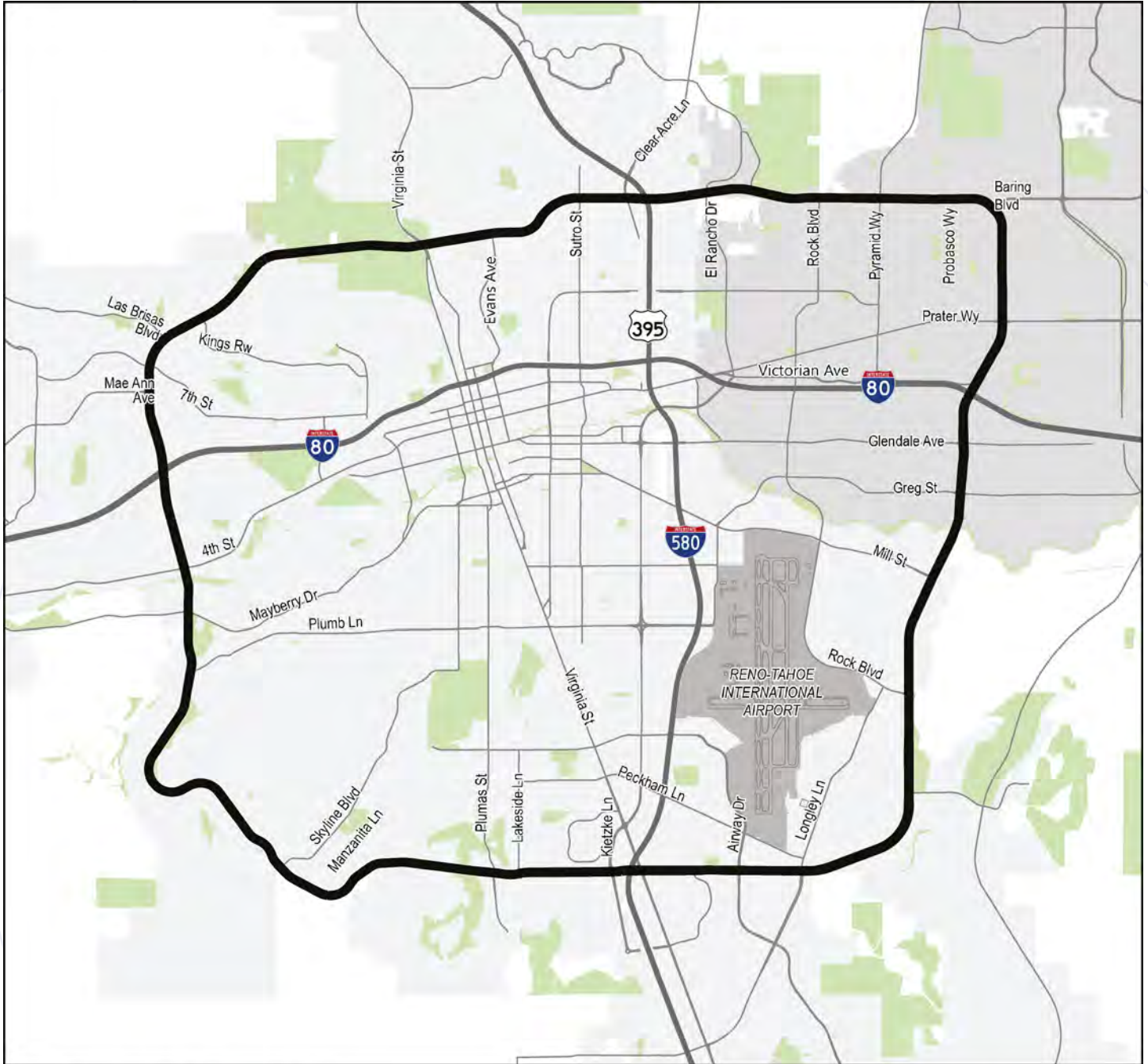
This study took an in-depth look at transportation issues and opportunities along McCarran Boulevard, including an analysis of existing conditions along the corridor. The existing conditions analysis considered traffic volumes, transportation safety, transit service, pedestrian and bicycle facilities, and land use.

Next, the study identified different types of transportation needs based on a combination of technical analysis and community/stakeholder outreach. The outcome is a set of recommendations for improving mobility and safety, and enhancing economic development opportunities along the corridor. This report outlines the process and major findings. More detailed technical analysis reports can be found in Volume 2.

FORWARD-LOOKING VISION

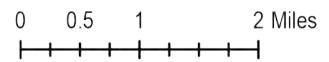
Although there have been several localized studies and improvements implemented along sections of McCarran Boulevard in recent years, a comprehensive forward-looking vision is needed to establish a consistent framework for improvements going forward.

Figure 1. Study Area Map



- McCarran Blvd
- City of Reno
- City of Sparks
- Parks
- Airport
- Freeway
- Major Street

MCCARRAN BOULEVARD CORRIDOR STUDY





^ Recently improved Pyramid-McCarran intersection (photo courtesy of RTC).

McCarran Today

Understanding existing conditions along the McCarran Boulevard corridor was an important first step in identifying areas that may need improvement. The study team conducted an extensive analysis of existing facilities and conditions, including safety, traffic congestion, land use, transit service, bicycle facilities, sidewalks, and trail connections.

SAFETY

Safety was identified as a critical issue along the corridor even before beginning the study. There have been a number of fatal and severe injury crashes along the corridor in recent years. The majority of crashes of all types and levels of severity are concentrated in a few areas along the corridor, most notably in the northeast quadrant. As expected, areas with higher traffic volumes, a greater number of access points, and denser development have higher crash rates.

Based on crash data collected between January 1, 2015, and January 1, 2020, overall crash rates along McCarran Boulevard are lower than those of similar roadways in Nevada. However, the corridor still experienced 13 fatal crashes, resulting in 14 fatalities within this 5-year period. Two of these fatalities involved pedestrians. Additional information about crash types and frequencies can be found in the Crash Data Report in Volume 2.

TRAFFIC CONGESTION

Traffic congestion is a concern for residents who use McCarran Boulevard to access jobs, housing, and shopping destinations. Several portions of McCarran Boulevard are congested today or are forecasted to become congested in the future. Some of the most congested spots along McCarran Boulevard include:

- » The area to the east of US 395
- » The area just north of I-80 (western McCarran)
- » The area just south of I-80 (eastern McCarran)
- » The areas to the east and west of I-580

Based on a level of service analysis for the corridor, most of the intersections along McCarran Boulevard operate at LOS D or better, which is desirable. However, a few intersections operate at LOS E, which is considered at capacity, either during the AM or PM peak hour. The intersection of McCarran Boulevard and Cashill Boulevard operates at LOS F during the AM peak hour. Additional information about traffic congestion and level of service is provided in the Traffic Report in Volume 2.

KEY STEPS

- » Identify desired corridor characteristics based on community and stakeholder input
- » Review existing conditions along the corridor
- » Identify different types of transportation needs, based on a combination of technical analysis and community/stakeholder outreach





^ Intersection of McCarran Boulevard and Cashill Road, in the Caughlin Ranch area.



^ McCarran Boulevard, adjacent to San Rafael Regional Park.



^ Reno-Tahoe International Airport (photo courtesy of airport staff).

LAND USE

Reno and Sparks are two of the fastest growing cities in Nevada, and the areas surrounding McCarran Boulevard are no exception. This growth contributes to overall traffic congestion but should also be considered strategically for specific area and intersection improvements.

CURRENT LAND USE

Although the character of McCarran Boulevard varies widely throughout the region, the predominant land uses along the corridor are single family residential and commercial. There are also industrial, multi-family residential, agricultural, parks, and vacant areas present, as well as the University of Nevada, Reno (UNR) and the Reno-Tahoe International Airport.

Generally, the corridor traverses four general types of land uses:

- » **Residential:** Much of the corridor is fronted by single- or multi-family residential, including a variety of home types, ages, and setbacks. Due to the volumes and speeds of traffic along McCarran Boulevard, homes are typically set back from the road and often include fencing or privacy walls. Thus, there is very little connection between the neighborhoods and the corridor, aside from the residential collectors used for access.
- » **Commercial/Freeway Influence Areas:** There are several sections of commercial development along the corridor, either in small pockets or longer stretches. Commercial development is often associated with Freeway Influence Areas, such as the one near McCarran Boulevard’s southern intersection with I-580.
- » **Industrial:** The eastern and southeastern sections of the corridor include higher concentrations of industrial land uses. Although some stretches include sidewalks – particularly near office parks – other sections are lacking pedestrian facilities.
- » **Parks and Open Space:** Several stretches of the corridor are bordered by parks and open space, including large regional parks, golf courses, skate parks, and smaller neighborhood pocket parks. Major parks along the corridor include the Rancho San Rafael Regional Park, Wildcreek Golf Course, Rattlesnake Mountain Skate Park, Huffaker Hills, and the Lakeridge Golf Course. Trail connections to more distant park facilities exist as well, specifically along the western portions of the corridor.

In addition, several schools are located along the corridor, requiring transportation access by students and parents. School circulation patterns rely heavily on vehicular, pedestrian, and bicycle travel and may impact portions of the McCarran corridor differently than typical commuting patterns.

TRAFFIC GENERATORS

There are two major traffic generators located along the corridor that warrant special consideration – the Reno-Tahoe International Airport, and UNR. The Reno-Tahoe International Airport is the second-busiest commercial airport in Nevada, serving approximately 4.7 million passengers a year. Airport-related traffic influences congestion and safety issues, particularly where McCarran Boulevard intersects with Longley Lane and Rock Boulevard.

UNR is home to 21,000 students and over 10,000 faculty and staff. The higher prevalence of pedestrians and bicyclists near the university contributes to a greater concentration of pedestrian and bicycle-related conflicts, particularly near Virginia Street and Evans Avenue.

FUTURE LAND USE

There are a number of vacant parcels of varying sizes along McCarran Boulevard. Understanding when and how these parcels are likely to change over time is an important component of planning for the corridor’s future. Major developments planned along the corridor include: the DP UNR Farms Industrial Park; future air cargo development near the Reno-Tahoe International Airport; the Reno Cyclery; and multi-family housing.

TRANSIT

Although there is no transit service running along the McCarran loop, there are a number of places where transit routes cross or briefly run along the corridor. RTC operates a total of 13 routes that either cross (10) or run along (3) McCarran Boulevard for a short distance. These routes typically have at least one stop along McCarran Boulevard, especially in areas with higher concentrations of jobs or services. The locations with the highest number of stops and crossings are western McCarran Boulevard between 4th Street and Kings Row, and southern McCarran Boulevard between Kietzke Lane and Longley Lane.

In addition to the 13 fixed routes, RTC operates an on-demand transit service called FlexRIDE whose service area overlaps this study’s planning area. There are several designated FlexRIDE zones throughout the RTC planning area, but the one adjacent to the study area extends north from McCarran Boulevard to Spanish Springs, and southeast into Sparks, serving key shopping, civic, and senior destinations.

This study considered the ways existing transit routes interface with McCarran Boulevard, as well as the potential need for additional transit service along the corridor - coordinating with the RTC Transportation Optimization Plan Strategies (TOPS) (short-range transit plan).

BICYCLE FACILITIES

Portions of McCarran Boulevard are popular cycling destinations, either for transportation or recreation along the corridor, or to access nearby parks and off-road trails.

Bicycle facilities are present along most of McCarran Boulevard, either in the form of bike lanes or a shared use path. Bike lanes are the predominant facility type, covering the majority of the corridor.

A shared use path is present along a 3.5-mile stretch of southeastern McCarran Boulevard, instead of bike lanes. This pathway serves primarily as a bicycle facility but can also accommodate pedestrians.

There are two notable gaps in the bicycle facility network: on the eastern side of McCarran Boulevard just north of I-80, and between Longley and South Virginia Street, just south of the Reno-Tahoe International Airport. These sections of the corridor have relatively high traffic volumes and frequent access points to businesses. These conditions are incompatible with bicycling, especially without a dedicated facility such as a bike lane or shared use path. However, there is a project proposed in the Regional



^ FlexRIDE vehicle stopped for passengers (photo courtesy of RTC staff).



^ Bike lane along McCarran Boulevard (photo courtesy of CA Group).

Transportation Plan to add bicycle facilities and sidewalks to the stretch of McCarran Boulevard between Greg Street and Prater Way. There are also several intersections and other locations where bicycle safety is of particular concern to residents.

SIDEWALKS

Pedestrian safety and comfort were two main drivers for conducting this study, necessitating a thorough inventory of both sidewalk presence and type. Sidewalks are present along about half of McCarran Boulevard, when both sides of the street are considered. However, the level of accommodation and comfort provided for pedestrians varies widely along the corridor. Some sections include relatively narrow, attached sidewalks with no amenities, while others include wider, detached sidewalks with planter strips, trees, and a variety of amenities.



^ Sidewalks and crosswalk near Mira Loma Park (photo courtesy of CA Group).

TRAILS

There are several parks and open space areas adjacent to McCarran Boulevard, and some include trails used for hiking and mountain biking. Rancho San Rafael Regional Park is a major regional park located in the northwestern quadrant of the McCarran loop and is the starting point for a number of popular trails. There are also several trails that cross the southwestern section of McCarran Boulevard.

There are several access points from McCarran Boulevard to the Truckee River and associated river walkways. Access to these parks and open space areas was a key consideration in this study.

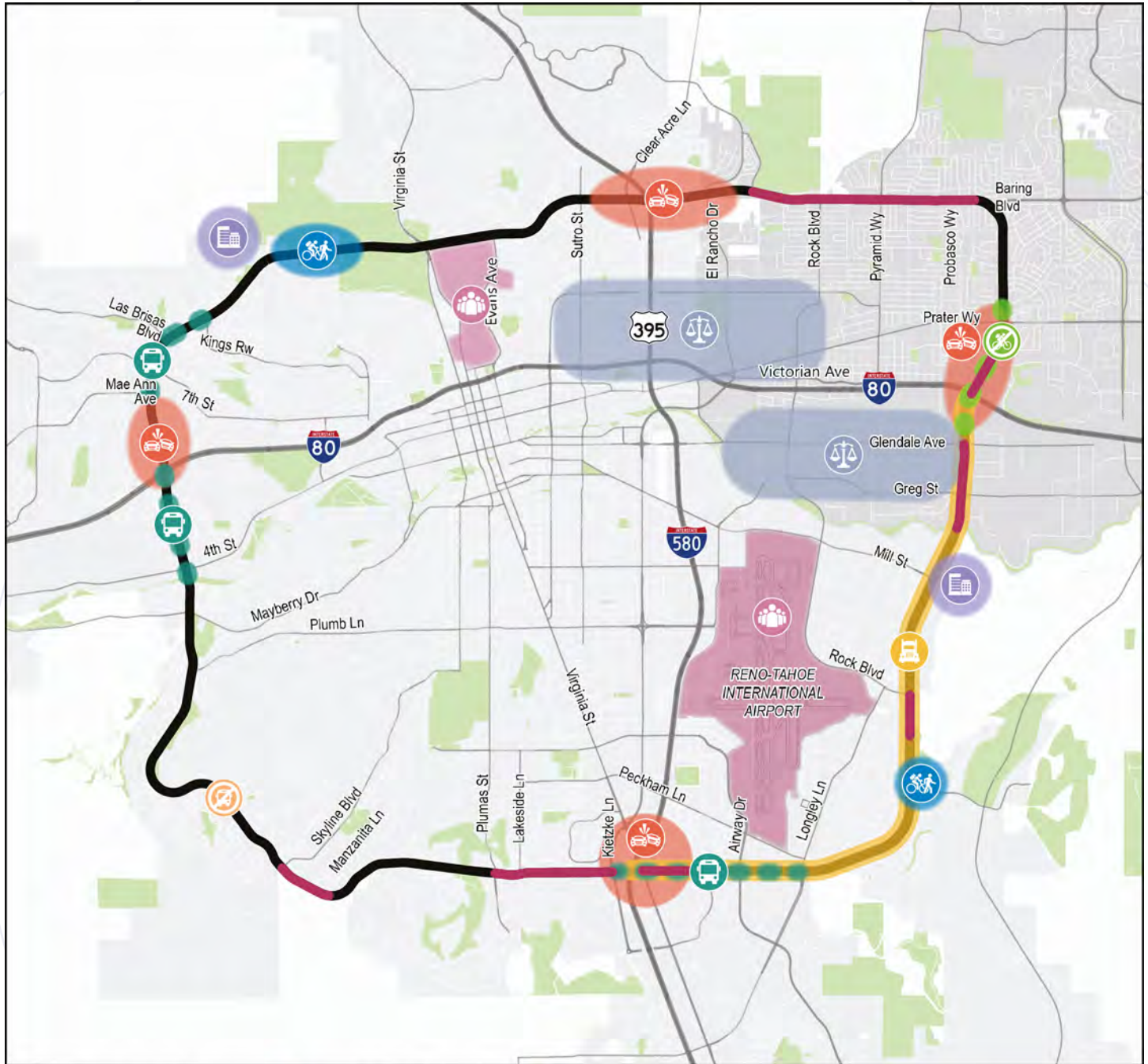
ISSUES AND OPPORTUNITIES

After gathering information about existing facilities and conditions, the study team created a summary of key issues and opportunities along the corridor. The issues and opportunities infographic and map below combine major findings discovered as part of the existing conditions inventory into a single location. These findings were used to help inform the development of the future vision for McCarran Boulevard and subsequent improvement alternatives to meet this vision.

≈ Figure 2. Issues and Opportunities Summary



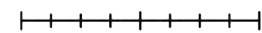
Figure 3. Issues and Opportunities Map



- | | | |
|----------------|----------------------|---------------------------------|
| McCarran Blvd | Transit Interface | Bike Facility Gap |
| City of Reno | No Existing Transit | Multi-modal Users |
| City of Sparks | High Crash Rate | Major Trip Generator/ Attractor |
| Freeway | High Truck Traffic | Underserved Communities |
| Major Street | Proposed Development | Constrained Right-of-Way |
| Parks | | |

MCCARRAN BOULEVARD CORRIDOR STUDY

0 0.5 1 2 Miles





Stakeholder and Public Engagement



Throughout the course of the McCarran Boulevard Corridor Study, a number of efforts were made to gather input from stakeholders and members of the public. Stakeholder outreach was conducted throughout the planning process, while public outreach was held in two distinct phases.

STAKEHOLDER AND AGENCY COORDINATION

The study team made presentations to the project's Technical Advisory Committee (TAC) throughout the project, comprised of staff from NDOT, the Reno-Tahoe International Airport, Washoe County, the City of Sparks, the City of Reno, the Washoe County School District, the Truckee Meadows Regional Planning Agency (TMRPA), and UNR. The meetings were conducted both virtually and in-person to solicit stakeholder comments on the existing conditions analysis (meeting #1), brainstorming of potential recommendations (meeting #2), and presentation of recommendations (meeting #3). Meetings #2 and #3 were conducted just prior to the first and second public meetings, respectively, to obtain stakeholder and agency support prior to soliciting public feedback.

The study team also held a series of meetings with leadership from RTC and NDOT. The purpose of these meetings was to review feedback received during the virtual public meeting and public comment period, and to reach consensus about the study direction moving forward. In particular, the group discussed tradeoffs between vehicular speed and multimodal accommodation/safety, as well as the role of transit along the corridor. This direction helped inform the alternatives development and recommendations phases.

STAKEHOLDER OUTREACH

In-person and virtual meetings were conducted throughout the process to discuss:

- » Existing conditions analysis
- » Corridor concept development
- » Presentation of recommendations

VIRTUAL PUBLIC MEETING

Although the ENGAGE platform was developed as a safe alternative to in-person meetings during the pandemic, it has become an effective alternative with longstanding viability. The platform allows residents to interact with the virtual public meeting 24 hours a day, seven days a week, during the open period (in this case, over the span of 30 days). No transportation or childcare is needed to participate in the meeting, and users can visit the site as often as they want, for as long as they want.




PUBLIC OUTREACH

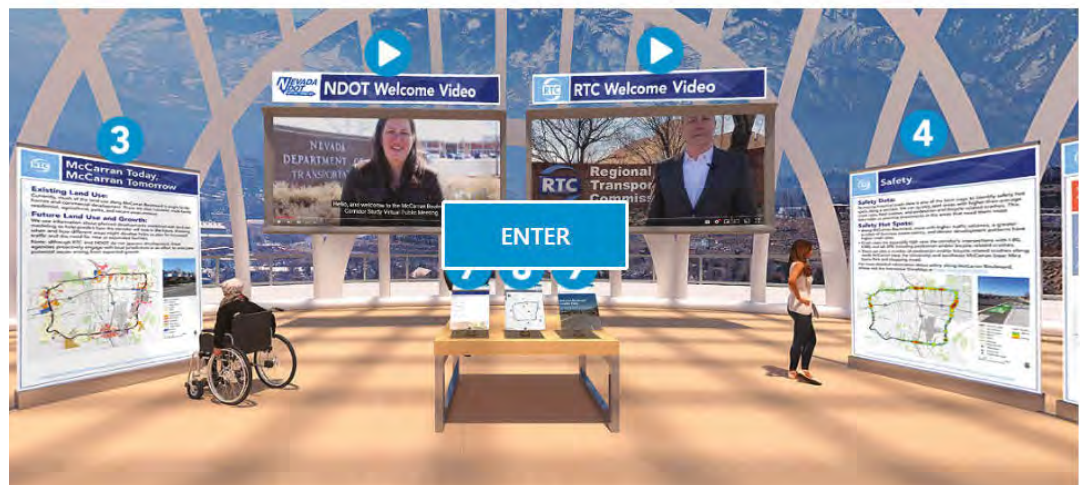
Public outreach was focused at two main points during the planning process – during the existing conditions/visioning step, and to receive input on draft recommendations.

The first public outreach effort was conducted between March 10 and April 11, 2022. In collaboration with RTC, the study team developed a set of interactive, web-based outreach platforms to provide convenient, on-demand engagement opportunities. This was focused around the ENGAGE website, which provided a virtual public meeting room where participants could watch introductory videos from RTC and NDOT representatives, view the project boards, access the online survey, view the Story Map web page, and leave comments in the interactive comment map. These platforms allowed study area residents, business owners, and other stakeholders to provide feedback about the most pressing needs, concerns, and opportunities along McCarran Boulevard, along with their thoughts about the future of the corridor.

Within the ENGAGE platform, a series of information boards were produced to provide information on the study elements and existing conditions. These were posted in English, Spanish, and screen reader-accessible formats.

∞ *Figure 4. Screen Capture of Landing Page and Entrance into ENGAGE Site*

 Virtual Public Meeting Engage in a virtual public meeting at any time between Thursday, March 10 and Monday, April 11, 2022.	 Alternative Public Meeting If you use a screen reader, each display is available for review on our alternative public meeting page.	 Spanish Public Meeting Si habla español, cada pantalla está disponible para su revisión en nuestra página de reunión pública en español.
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A summary of the types of comment mechanisms and feedback received is presented on the following page. For a full summary of the survey and comment results, as well as outreach materials, see the Outreach Summary in Volume 2.

SPRING 2022 PUBLIC COMMENT SUMMARY

The Spring 2022 public meeting was held virtually, allowing community members to view and interact the website materials at their leisure. As noted, participants could provide feedback in various manners, including responding to a survey, dropping notes on an interactive map, and sending in remarks via social media. The graphic to the right summarizes the activity and types of public comment.

Based on the feedback received, the top three concerns were related to:

- » Traffic congestion
- » Vehicular crashes/speeding
- » Not enough safe places to walk or bicycle

Comments tended to be clustered in the northwest and southwest quadrants of the corridor, and around east McCarran Boulevard between I-80 and Prater Way. Major comment themes included:

- » Too many lights/intersections/points of access interrupt traffic flow
- » Better bicycle facilities are needed, particularly separate and protected
- » Speeding is frequently reported along the corridor
- » Better/safer pedestrian facilities and crossing opportunities are needed
- » Additional transit service is desired along portions of the corridor

Survey respondents were divided in the priority for McCarran Boulevard to move a lot of vehicles quickly and efficiently (57%) versus accommodating a variety of travel modes (43%). Similarly, respondents were split over whether McCarran Boulevard should have consistent travel characteristics around the entire ring road (53%) or varying characteristics as land uses change (47%).



^ RTC Project Manager, Dan Doenges, presenting study recommendations on *The Road Ahead with RTC*, a weekly news segment that addresses transportation projects, needs, and solutions.



1

Interactive Virtual Public Meeting

813 UNIQUE VISITORS
2,762 PAGE VIEWS



2

Seven-Question Online Survey

679 RESPONSES



3

Interactive Comment Map

61 comments were received in the following categories:

Driving	17	Pedestrian	8
Bicycling	14	Transit	5
Safety	12	Accessibility	5



4

Social Media: Twitter and Facebook

RTC received a number of comments via social media and the most common suggestions included:

- Synchronize Signals
- Reduce Intersections
- Install Bicycle Lane
- Reduce Speed
- Designate as Freeway
- Install Cameras
- Complete Sidewalks
- Add Transit
- Repair Potholes

COMMENT PERIOD FOR RECOMMENDATIONS

A 30-day comment period was held to provide members of the public with the opportunity to weigh in on proposed recommendations for the McCarran Boulevard corridor. These recommendations were based on feedback from members of the public and agency stakeholders. The primary outreach materials were posted on the study's StoryMap web page, which was developed and updated throughout the study to build on the process and present new information. Story Map is a web-based tool that provides a seamless, convenient way to display interactive map elements along with more traditional web content such as text and images. In addition, the RTC project manager solicited input via local news segments, such as The Road Ahead.

A series of comments were received during the 30-day comment period. The primary topics of concern were bicycle facilities, congestion, safety, lighting, pavement condition, and growth. Comments received generally reiterated the need for proposed improvements, supporting recommendations made. Please see the Outreach Materials summary in Volume 2 for more information and inventory of feedback received.



Corridor Characteristics

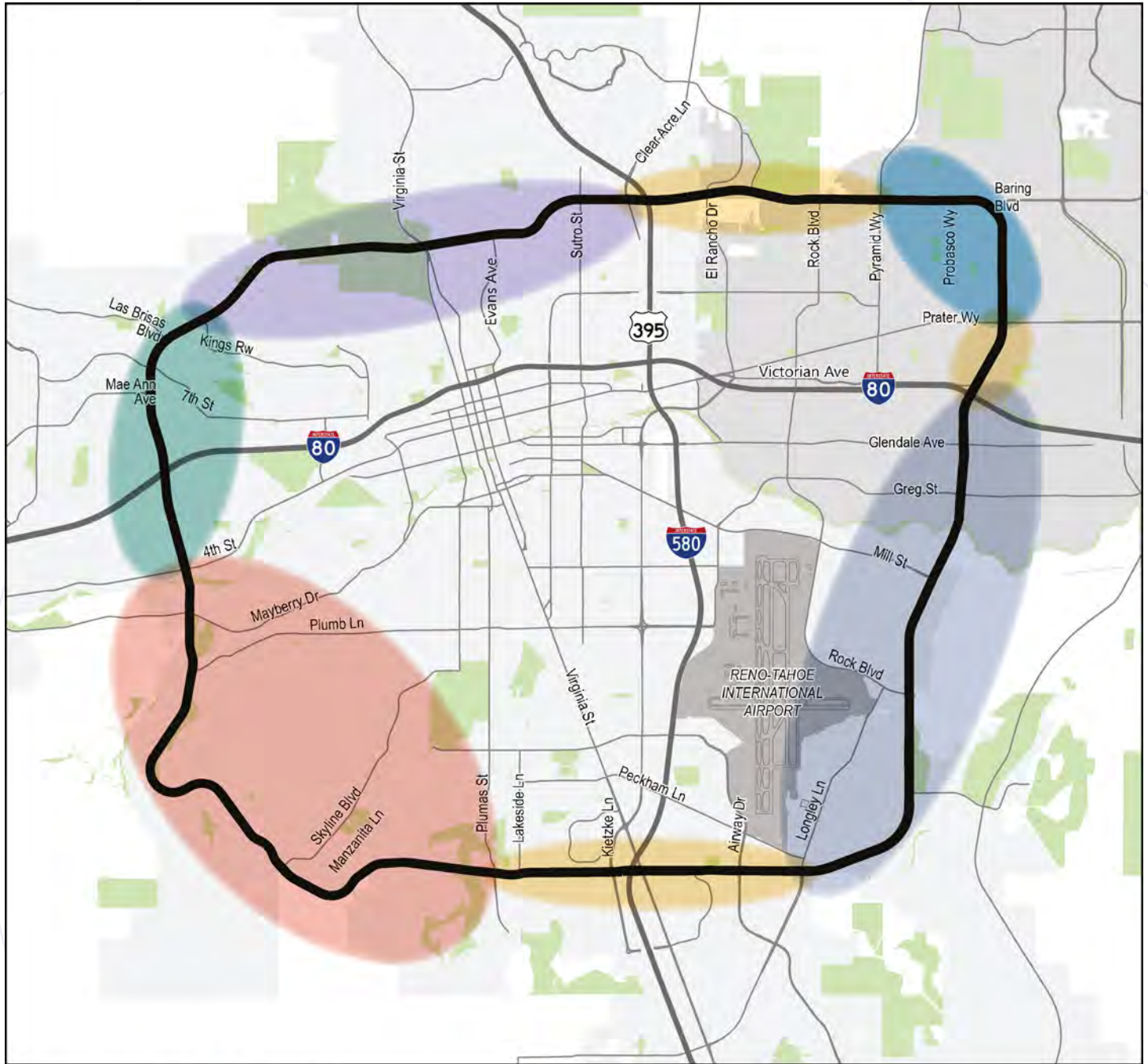
Building upon the character types established in the Existing Conditions Report and paired with the feedback received on corridor priorities during the initial public outreach period, the study team identified six types of roadway uses that encompass the corridor – described in Table 1 and illustrated in Figure 5.

The definition of these character areas helped frame the development and screening of alternatives in the next study phase, leading to differing corridor recommendations, generally grouped in these areas due to the unique characteristics of each.

≈ **Table 1. Corridor Characteristics Along McCarran Boulevard**

CORRIDOR TYPE	CORRIDOR AREA	CHARACTERISTICS
Industrial	I-80 to Longley Lane	Heavier freight movement Existing bicycle and pedestrian facilities
High Density Retail	Longley Lane to Plumas Street Clear Acre Lane to Pyramid Way Prater Way to I-80	Higher number of driveways and commercial and industrial land use Various levels of bicycle and pedestrian treatments, with a gap with no facilities between Longley and Neil
Caughlin Ranch	Plumas Street to 4th Street	Heavily residential Steeper terrain with numerous roadway curves Minimal pedestrian facilities; shoulder/bike lane combination
Low Density Retail	4th Street to Kings Row	Mixture of residential and light commercial land use Bicycle lanes throughout; no sidewalks from Las Brisas to Kings Row
San Rafael/UNR	Kings Row to Clear Acre Lane	Area of recreation and UNR campus Bicycle lanes, but limited pedestrian facilities
Sparks Residential	Pyramid Way to Prater Way	Primarily residential in flat terrain Bicycle lanes throughout; area of pedestrian concern from 4th Street to Baring

Figure 5. Corridor Characteristics



McCarran Blvd	Industrial: I-80 to Longley Lane	Low Density Retail: 4 th Street to Kings Row	<p>MCCARRAN BOULEVARD CORRIDOR STUDY</p> <p>0 0.5 1 2 Miles</p>
City of Reno	High Density Retail: Longley Lane to Plumas Street Clear Acre Lane to Pyramid Way Prater Way to I-80	San Rafael/UNR: Kings Row to Clear Acre Lane	
City of Sparks	Caughlin Ranch: Plumas Street to 4 th Street	Sparks Residential: Pyramid Way to Prater Way	
Freeway			
Major Street			
Parks			



Corridor Concept Development and Evaluation



Corridor concept development and evaluation included vehicular, pedestrian, bicycle, and transit modes. Key factors that were considered as part of this screening included safety for all modes, vehicular traffic delay, future development, and public and agency feedback.

A variety of modal concepts were developed to help alleviate congestion, mitigate safety concerns, and improve non-motorized facility conditions along the corridor. Improvement concepts have been classified by mode and focused in areas where outstanding needs have been identified.

VEHICULAR CONCEPTS

Future vehicular needs were evaluated by forecasting future traffic volumes in alignment with RTC's 2050 Regional Transportation Plan (RTP). Forecasts were used to project future density and potential delay along corridor segments and selected signalized intersections along the corridor.

Three corridor segments were found to be at or above capacity based on 2050 forecasts, suggesting the need for additional throughput:

- » Lakeside Drive to Plumas Street
- » Plumb Lane/Caughlin Parkway to I-80
- » El Rancho Drive to Pyramid Highway

Roadway capacity needs along the Plumb Lane to I-80 segment are driven by intersection delays rather than overall roadway capacity. While overall daily volumes within this segment are under the standard arterial capacity standards, signal delay at Plumb Lane, Mayberry Drive, and 4th Street requires additional lanes. These conditions resulted in the recommendation to add a lane between Plumb Lane and 4th Street and extend the additional lane to I-80.

The El Rancho Drive to Pyramid Highway segment is unique in character, as future volumes are anticipated to decrease with ultimate construction of the US 395/Pyramid Highway Connection project. However, full build-out of the project is not anticipated until the final years of the current 2050 RTP, resulting in a near-term need for additional capacity along McCarran Boulevard. The lane addition in this segment will make McCarran Boulevard consistent with the current footprint of the corridor

PROJECTED FUTURE TRAVEL DEMAND AND POTENTIAL DELAY

2050 forecasts predict three corridor segments to be at or above capacity:

- » Lakeside Drive to Plumas Street
- » Plumb Lane/Caughlin Parkway to I-80
- » El Rancho Drive to Pyramid Highway



to the west, to Clear Acre Lane. This continuity will promote better flowing traffic to and from the US 395 interchange to neighborhoods to the east.

∨ *Table 2. Roadway Concept Considerations*

CORRIDOR TYPE	CORRIDOR AREA	CHARACTERISTICS
Industrial	I-80 to Longley Lane	No additional laneage needed
High Density Retail	Longley Lane to Airway Drive	Additional lane each direction
	Neil Road to Virginia Street	Lane removal each direction dependent on preferred bicycle and pedestrian treatment
	Lakeside Drive to Plumas Street	Additional lane each direction
Caughlin Ranch	Northtowne Lane to El Rancho	Additional lane eastbound
	El Rancho Drive to Pyramid Way	Additional land each direction
Low Density Retail	4th Street to I-80	Potential additional lane each direction, dependent on the intersection treatment
San Rafael/UNR	Kings Row to Clear Acre Lane	Additional land each direction
Sparks Residential	Pyramid Way to Prater Way	No additional laneage needed

In addition to the roadway segments, 19 signalized intersections were analyzed for existing and 2050 operations. Fifteen roadway intersections were identified as needing improvements to maintain acceptable levels of delay in 2050.

TRANSIT

During the public comment period, there was limited support for additional and/or enhanced transit service (e.g., higher frequency bus or light rail). The study team reviewed this feedback with RTC Public Transportation and Operations Department, and based on existing ridership on fixed bus routes, increasing existing transit service is not currently feasible.

RTC continuously monitors ridership with yearly updates presented based on overall and route-specific ridership. Should ridership trends increase within the corridor, RTC will review for additional fixed route opportunities. Enhanced transit service such as light rail is not currently financially feasible based on overall corridor ridership and funding.

PEDESTRIAN AND BICYCLE

McCarran Boulevard currently provides a significant amount of dedicated bicycle lanes throughout the corridor, with two large gaps in the system. While not as extensive as bike lanes, a fair amount of the corridor currently has detached or attached sidewalk immediately adjacent to the roadway.

The intent of the concept development was to provide higher quality bicycle and pedestrian facilities, in lieu of maximizing bicycle and pedestrian facility coverage. This approach led the study team to consider numerous types of bicycle and pedestrian facilities, and the interaction with vehicular traffic. Table 3 provides a list of types of potential treatments; whether they are currently utilized within the corridor; benefits; and related concerns.

The study team discussed potential treatment concepts with local agencies and stakeholders and identified an approach that would encourage the use of bicycle and pedestrian facilities in lieu of vehicular trips. While standard bike lanes, curb, gutter, and sidewalk are used extensively in urban areas, they are typically used by individuals with limited transportation options (e.g., zero-car households). Bike lanes along McCarran are typically only used by competitive or experienced cyclists and are not enticing to recreational or new riders wanting to voluntarily reduce the dependence on vehicular travel.



∧ *Striped on-street bicycle lane.*

✓ **Table 3** Bicycle and Pedestrian Concept Considerations

TYPE OF TREATMENT	CURRENTLY UTILIZED	BENEFITS	CHALLENGES
Bike Lane	Yes – Extensively	Provides dedicated, striped bike lane on roadway surface	Bicyclists in close proximity to high-speed vehicular traffic with no buffer
Buffered Bike Lane	No	Provides dedicated, striped bike lane on roadway surface with a striped buffer for additional delineation for vehicles and bikes	Bicyclists within close proximity to high-speed vehicular traffic with small striped buffer
Curb, Gutter, and Sidewalk	Yes – Extensively	Provides 6-inch elevated concrete path for pedestrians	Pedestrians in close proximity to high-speed traffic even with adjacent bike lane
Protected Sidewalk	Yes – Limited	Provides additional separation or physical barrier to increase protection from errant vehicles	Requires a larger footprint and can create potential drainage concerns. Typically, higher level of cost.
Curb, Gutter, and Shared Use Path	Yes – Limited	Provide 6-inch elevated pathway for bicyclists and pedestrians outside of the roadway surface. Potential to encourage new users.	Requires a larger footprint and can create potential drainage concerns. Potential conflict between bicyclists and pedestrians. Typically, higher level of cost.
Protected Shared Use Path	Yes – Limited	Provide physically separated or protected pathway for bicyclists and pedestrians outside of the roadway surface. Potential to encourage new users.	Requires a larger footprint and can create potential drainage concerns. Potential conflict between bicyclists and pedestrians. Typically, higher level of cost.

Note: For this study, “protected” facilities can refer to various types of treatments ranging from a significant physical separation from vehicular traffic (>10 feet) to providing a significant physical barrier, such as concrete barrier rail, between the vulnerable user and vehicular traffic.

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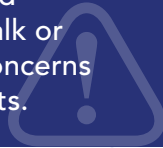


Corridor Improvement Recommendations

The corridor screening evaluated a series of improvements by type, including intersection treatments, roadway/travel lane improvements, and bike and pedestrian improvements. A variety of improvements were proposed along different segments of McCarran Boulevard, allowing a series of recommendations to be made that are context-sensitive to the surrounding area. The following recommendations were selected based on feedback from members of the public and agency stakeholders on how the corridor is currently used and priorities for the future.

TOP THREE CONCERNS

Traffic congestion, speed, and not enough safe places to walk or bicycle were the top three concerns driving corridor improvements.



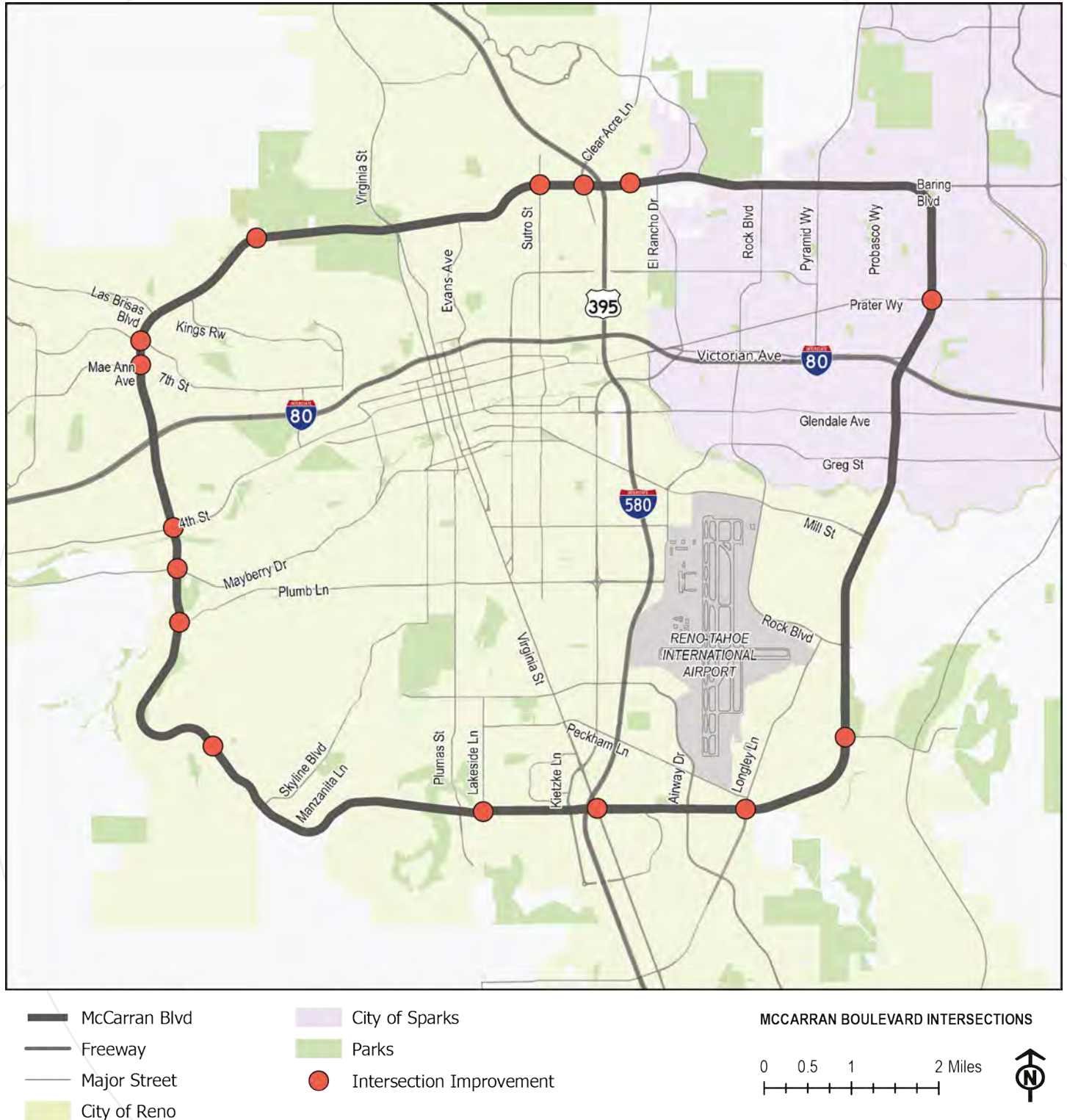
INTERSECTION IMPROVEMENTS

Figure 6 illustrates intersection locations to be improved in the future. Precise improvements will be determined by intersection-specific studies, but Table 4 provides initial recommendations for consideration, based on the data reviewed as part of this study. Improvements may include such changes as additional turn lanes, extended signal timing, or new signal installations. All signalized intersections should be evaluated and modified as part of rehabilitation, ADA enhancement, capacity improvements, or bundled with other projects. Improvements may include realignment of signal heads, new poles and mast arms, lighting, and/or controller upgrades.

∨ **Table 4. Intersection Improvement Recommendations**

CROSS STREET	INTERSECTION IMPROVEMENTS
Prater Way	Additional southbound left turn lane and modify right turns to RTC standard turn pocket
Mira Loma Drive	Additional westbound left turn lane and NBR overlap phase
Longley Lane	Afternoon cycle increased to 150 seconds
Virginia Street	Extend eastbound left turn lanes (bridge concerns)
Lakeside Drive	Additional thru lane on all approaches and additional southbound left turn lane
Cashill Boulevard	Additional eastbound left and northbound left turn lanes and additional thru lanes north and south
Plumb Lane	Additional southbound left turn lanes and additional thru lanes north and south
Mayberry Drive	Additional southbound left turn lanes and additional thru lanes north and south
4th Street	Additional eastbound left and westbound left turn lanes and additional thru lanes north and south
Mae Ann Avenue	Additional eastbound left, westbound left, and northbound left turn lanes
7th Street	Additional eastbound left turn lane and additional thru lane east
Keystone Avenue	Developer proposed signal
Sutro Street	Modify right turns to RTC standard turn pocket; provide two thru lanes, one left, and one right in northbound and southbound directions
Clear Acre Lane	Additional thru lanes east and west. Northbound and southbound approaches to have one left, two thru, and one right
Northtowne Lane	Additional eastbound and westbound left turn storage

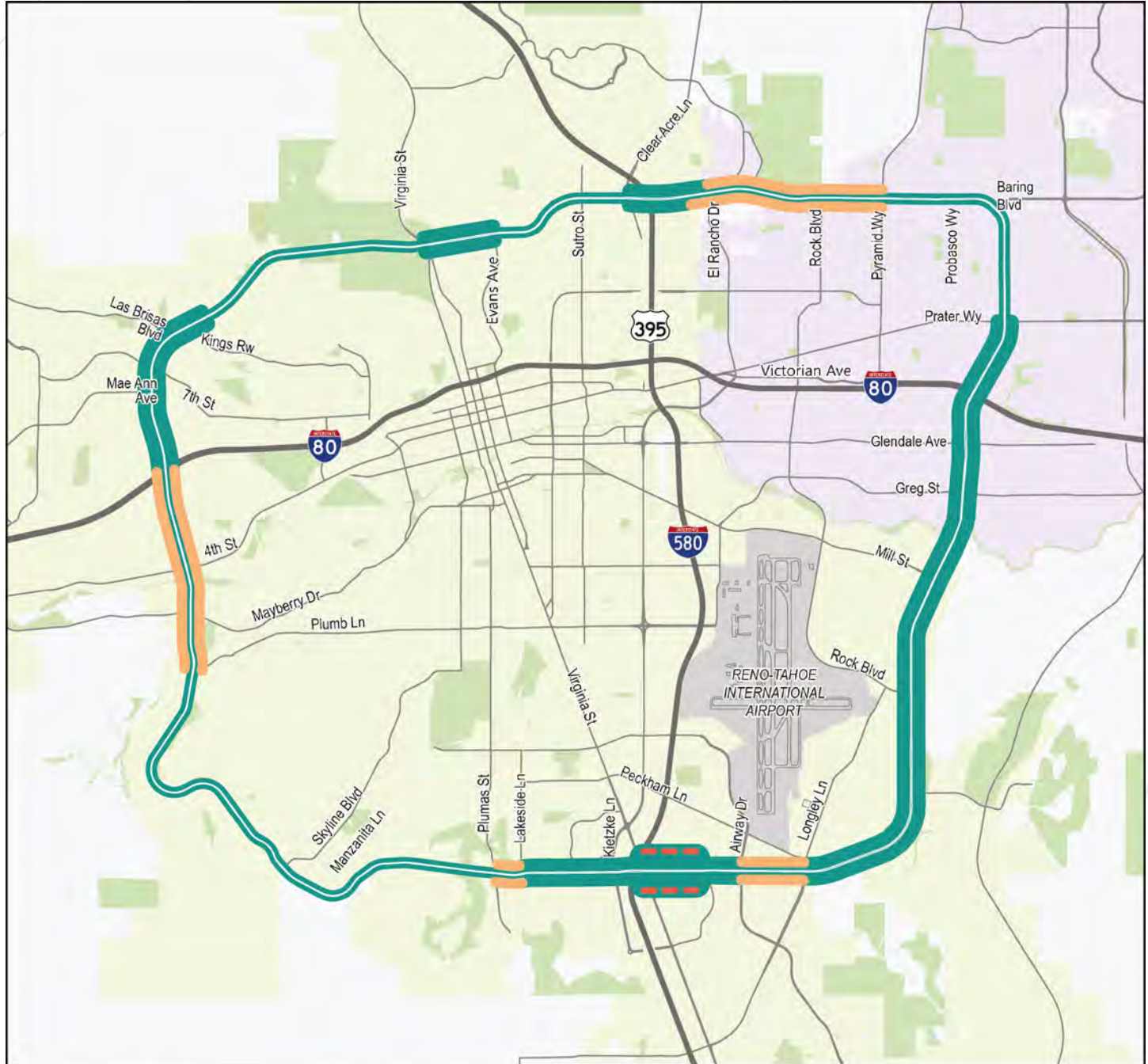
≈ Figure 6. Recommended Intersection Improvement Locations



TRAVEL LANE RECOMMENDATIONS

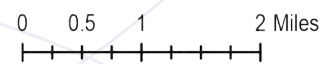
Figure 7 illustrates recommended changes to existing travel lanes along McCarran Boulevard. Lane additions are proposed in four locations to extend capacity of the corridor surrounding the interstate interchanges. A lane reduction is only proposed in one location, near the south McCarran Boulevard/I-580 interchange to make the travel lane footprint more consistent.

Figure 7. Recommended Travel Lane Changes



- Freeway
- Major Street
- City of Reno
- City of Sparks
- Parks
- Two Existing Lanes
- Three Existing Lanes
- Four Existing Lanes
- Potential Lane Addition
- Potential Lane Reduction

MCCARRAN BOULEVARD CORRIDOR STUDY



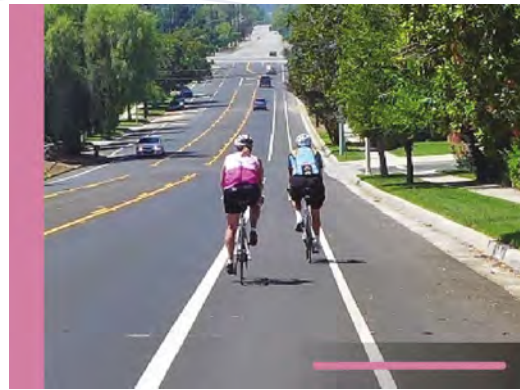
MULTIMODAL NETWORK IMPROVEMENTS

Figure 8 shows the multimodal network for McCarran Boulevard, including a combination of sidewalks, bike lanes, buffered/protected bike lanes, and protected shared use paths. Facility types have been chosen based on surrounding land uses, roadway configuration, and space availability on the street. These improvements include:



SIDEWALK

Red lines show areas that will have a sidewalk only.



BIKE LANE

Pink lines show areas that will include an on-street bike lane.



BUFFERED BIKE LANE

Purple lines show areas that will have a bike lane that is separated from vehicular traffic by a buffer or barrier. The type of separation will be determined during implementation.



SIDEWALK AND BIKE LANE

Orange lines show areas that will include a sidewalk and an on-street bike lane.



SIDEWALK AND PROTECTED BIKE LANE

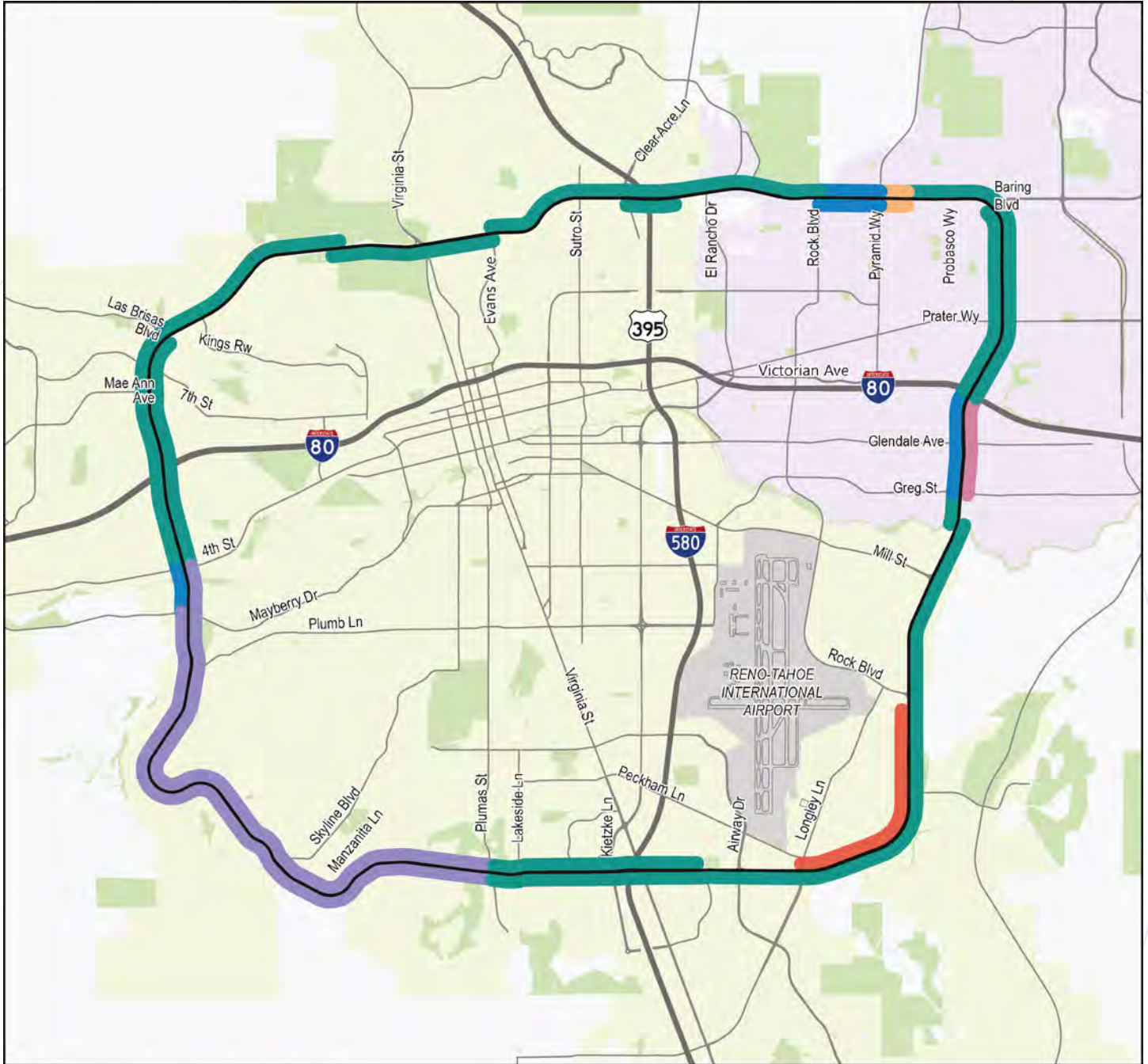
Blue lines show areas that will include a sidewalk and on-street bike lanes that are separated from vehicular traffic by a buffer or barrier. The type of separation will be determined during implementation.



PROTECTED SHARED USE PATH

Teal lines show areas that will include a pathway that accommodates bicycles and pedestrians. The pathway will be separated from vehicle traffic by a buffer or barrier. The type of separation will be determined during implementation.

Figure 8. Recommended Multimodal Network



- Freeway
- Major Street
- City of Reno
- City of Sparks
- Parks
- Sidewalk
- Bike Lane
- Buffered Bike Lane
- Sidewalk and Bike Lane
- Sidewalk and Protected Bike Lane
- Protected Shared Use Path

MCCARRAN BOULEVARD CORRIDOR STUDY

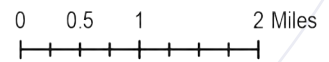


Table 5 further elaborates the bicycle and pedestrian treatments identified as a blueprint for providing supportive infrastructure around the McCarran loop.

≈ **Table 5. Multimodal Network Details**

LIMITS	MULTIMODAL ACCOMMODATION
Greg Street to Longley Lane	Southbound – Maintain existing curb, gutter, and sidewalk from south of Rock Blvd to Longley Lane Northbound – Utilize existing shared use path from Greg Street to Longley. Seek opportunities to provide additional separation or provide physical barrier from roadway.
Longley Lane to Neil Road	Westbound – No pedestrian or bicycle infrastructure. Eastbound – Provide protected shared use path.
Neil Road to South Virginia Street	Westbound – Remove one vehicular lane and provide protected shared use path. Eastbound – Remove one vehicular lane and provide protected shared use path.
South Virginia Street to Plumas Street	Westbound – Provide protected shared use path. Eastbound – Provide protected shared use path.
Plumas Street to Mayberry Drive	Westbound/Northbound – Provide buffered bike lane. Eastbound/Southbound – Provide buffered bike lane. Pedestrians to use internal neighborhood street network.
Mayberry Drive to 4th Street	Northbound – Provide buffered bike lane. Southbound – Provide protected shared use path.
4th Street to Kings Row	Northbound – Provide protected shared use path. Southbound – Provide protected shared use path.
Kings Row to US 395	Eastbound and Westbound – Provide protected shared use path on north side of McCarran and utilizing existing drainage culvert/animal crossing to south side of McCarran along San Rafael Park and UNR. Cross shared use path back to north side of McCarran at Evans Avenue.
US 395 to Rock Boulevard	Eastbound – Provide protected shared use path from US 395 to Northtowne Lane. Westbound – Provide protected shared use path.
Rock Boulevard to Pyramid Way	Eastbound – Provide protected shared use path. Westbound – Provide protected shared use path.
Pyramid Way to 4th Street	Eastbound – Utilize existing shared use path. Westbound – Utilize existing shared use path.
4th Street to I-80 (east)	Eastbound/Southbound – Provide protected shared use path. Westbound/Northbound – Provide protected shared use path.

MAINTENANCE CONCERNS

Development of shared use paths creates concerns in terms of ownership and maintenance responsibilities. As these projects are considered, additional NEPA and design development maintenance agreements will need to be discussed between NDOT, RTC, and local jurisdictions. These facilities often require smaller maintenance equipment and more labor hours to service, including snow removal. Maintenance funding should be considered when developing project costs and required funding.



Implementation Next Steps

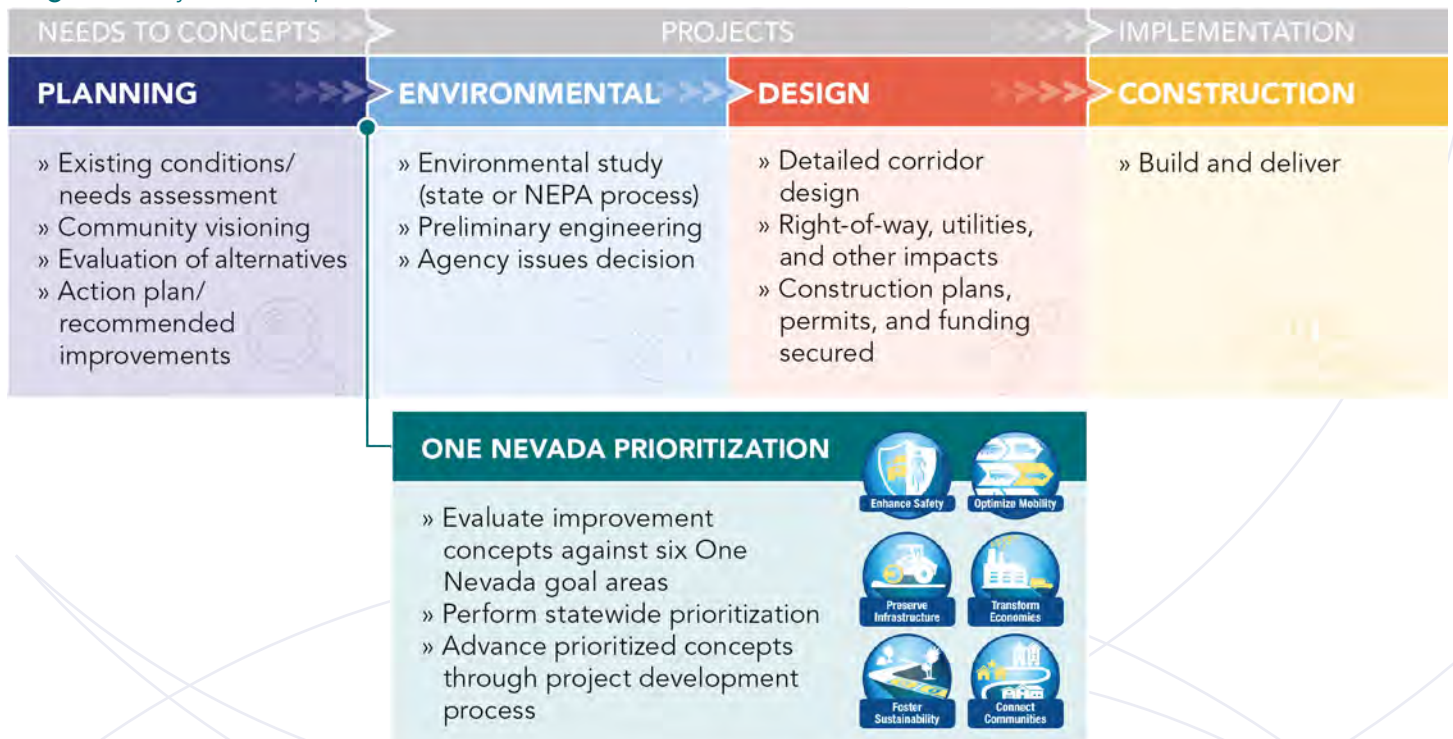
The next step of this process is to integrate corridor recommendations into RTC’s Regional Transportation Plan. Federal regulations require that the long-range planning document be updated every four years. The RTP is RTC’s long-range transportation plan as required under federal statute. It contains 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 which may be implemented by the RTC, member entities, and NDOT.

The current 2050 RTP was adopted in 2021, amended in 2023, with a wholesale update due in 2025.

Because McCarran Boulevard is an NDOT-owned facility, RTC will coordinate with NDOT on delivering these projects, including integrating project recommendations into NDOT’s One Nevada transportation planning process. The One Nevada Transportation Plan is NDOT’s state long-range transportation plan and is built on six critical goal areas that reflect the priorities of Nevada’s public and transportation partners. The One Nevada planning process is a policy framework for project development that allows more informed, data-driven, transparent, and responsive transportation investment decisions.

» Figure 9. Project Development Process





For additional information, please contact:

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www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 7.1

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Executive Director Report

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 7.2

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report Discussion

RECOMMENDED ACTION

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



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Monthly Federal Update for Regional Transportation Commission of Washoe County

Prepared by Cardinal Infrastructure

Prepared February 14, 2023

Congressional Update

Following a raucous beginning the first week of January with the prolonged election of Kevin McCarthy as Speaker of the House, there has been little action since. The Senate has focused on confirmation of the President's judicial nominees and filling vacancies in the Executive Branch, while the House has focused on the routine organization of its committees. The House recessed for a two week district work period and the Senate plans to take a one week break President's Day week with both Houses set to resume work February 27th.

Appropriations Process Gets a Late Start

Despite the approval by the new House Republican Majority of the continued use of Congressionally Directed Spending, (earmarks) in appropriations bills, House Republicans are negotiating new rules for earmarks for this year's Appropriations process. It has been reported that "the chamber's new majority plans to limit the types of projects that are eligible for guaranteed cash. For instance, they would prevent lawmakers from locking in funding for items like city parks and county museums — things that might brandish a member's name." This change is not expected to change transportation and transit requests; however, agreement on the new rules has delayed the entire process. With Congress on recess until February 27th it is likely the start of the annual process will be delayed until March

President Delivers State of the Union Address

President Biden delivered his State of the Union address February 7th with a full chamber and no COVID restrictions for the first time since becoming president. Below are some of the key themes from his speech, along with the rebuttal from Arkansas Governor, Sarah Huckabee Sanders.

Key Message Points:

- Everything in America is a possibility; time and again, Democrats and Republicans have come together. From passing the Infrastructure law to helping victims exposed to toxic burn pits, as well as protecting the freedom to marry the person you love—all made possible by working together.
- Inflation, while a global problem, is coming down, including food and gas inflation, while take-home pay is going up.
- "Jobs are coming back, pride is coming back."
- Democracy is an American issue, and one to be protected.

Speech Highlights:

- 3.4% unemployment rate, a 50-year low. Near record unemployment for Black and Hispanic workers, and a turnaround in creating new manufacturing jobs.
- A record 10 million Americans in 2022 applied for small business licenses.
- We now produce 10% of all chips, up from where we were during the pandemic; the bipartisan Chips legislation will keep us moving forward in this area.
- Emphasized the importance of rebuilding our infrastructure; we're now 13th in the world in infrastructure (used to be 1st), but "we're coming back." We've already funded 20,000 infrastructure projects and "we're just getting started."
- The freight route bridge (Brent Spence Bridge) across the Ohio River in Kentucky is being rebuilt, and using \$1.6 billion in Infrastructure monies to fund it.
- Replacing poisonous lead pipes, especially those providing water to schools and homes is very important.

- Making sure every home has access to high speed Internet (we're not there but getting there).
- All infrastructure projects funded with federal money will be built with materials made in America, as a requirement.
- Stressed the importance of cutting shipping costs, and that the White House will continue to work on ways to do so.
- We need to protect the dignity of work, and the right to form a union.

Republican Rebuttal:

As is expected throughout the 118th Congress, Republicans will continue to investigate COVID spending, the withdrawal from Afghanistan, the origins of COVID, and implementation of recently passed legislation such as the bipartisan infrastructure law. Gov. Huckabee Sanders did not mention former President Trump by name during her speech, but the rhetorical and political legacy of Trump was obvious throughout. Oversight of big-tech is an area where both parties have a legislative appetite, but it remains to be seen whether they can come together on a regulatory framework.

House Transportation & Infrastructure Holds First Hearing

On February 1st The Committee on Transportation and Infrastructure held its first hearing of the 118th Congress on "The State of Transportation Infrastructure and Supply Chain Challenges."

Hearing Witness List:

- Mr. Chris Spear, President and Chief Executive Officer, American Trucking Associations | [Written Testimony](#)
- Mr. Ian Jefferies, President and Chief Executive Officer, Association of American Railroads | [Written Testimony](#)
- Mr. Jeff Firth, Vice President, Hamilton Construction, on behalf of Associated General Contractors of America | [Written Testimony](#)
- Mr. Roger Guenther, Executive Director, Port Houston | [Written Testimony](#)
- Mr. Greg Regan, President, Transportation Trades Department, AFL-CIO | [Written Testimony](#)

Chairman Graves Announces Sub-Committee Chairs

Transportation and Infrastructure Committee Chairman Sam Graves (R-MO) announced the vice chairs for the Committee's six subcommittees.

The six subcommittee vice chairs are:

- Aviation: Rep. Rudy Yakym (R-IN)
- Coast Guard and Maritime Transportation: Rep. Mike Ezell (R-MS)
- Economic Development, Public Buildings, and Emergency Management: Rep. Lori Chavez-DeRemer (R-OR)
- Highways and Transit: Rep. John S. Duarte (R-CA)
- Railroads, Pipelines, and Hazardous Materials: Rep. Brandon Williams (R-NY)
- Water Resources and Environment: Rep. John James (R-MI)

Chairman Graves named Rep. Jeff Van Drew (R-NJ) as Vice Chairman of the full Transportation and Infrastructure Committee.

2023 Low/No and BBF NOFO

FTA announced on January 27th the funding opportunity for 2023 Low or No Emission and Bus and Bus Facilities programs. The application deadline is April 13th.

FTA's [Low or No Emission \(Low-No\) Program](#) helps transit agencies buy or lease U.S.-built zero-emission and low-emission transit buses along with charging equipment and supporting facilities. The Bipartisan Infrastructure

Law provides \$5.5 billion over five years for the program – more than six times greater than the previous five years of funding. For Fiscal Year 2023, approximately \$1.22 billion will be available for grants under this program.

FTA's Grants for Buses and Bus Facilities Program supports transit agencies in buying and rehabilitating buses, vans, and related equipment and building bus facilities. The Bipartisan Infrastructure Law provides nearly \$2 billion over five years for the program. For Fiscal Year 2023, approximately \$469 million for grants will be available. Both programs support buses that reduce air pollution and help meet President Biden's goal of net-zero emissions by 2050.

The Climate Pollution Reduction Grants (CPRG) program

EPA announced it will release a Notice of Funding Opportunity March 1 for the new CPRG program created by the Inflation Reduction Act. The program will provide grants to states, territories, tribes, air pollution control agencies, and local governments to develop and implement plans for reducing greenhouse gas emissions and other harmful air pollution. Section 60114 of the Inflation Reduction Act provides an investment of \$5 billion to support efforts by states, territories, municipalities, tribes, and groups thereof to develop and implement strong, local greenhouse gas reduction strategies. This two-staged grant program provides funding of \$250 million for noncompetitive planning grants, and \$4.6 billion for competitive implementation grants.

MEGA Grant Awards Announced

President Biden and Transportation Secretary Pete Buttigieg announced that the Biden-Harris Administration has awarded nearly \$1.2 billion from the new **National Infrastructure Project Assistance (Mega) discretionary grant program** for nine projects across the country.

The Mega grant program, created by President Biden's historic infrastructure law, funds projects that are too large or complex for traditional funding programs. Eligible projects include highway, bridge, freight, port, passenger rail, and public transportation projects that are a part of one of the other project types.

The Mega program will invest a total of \$5 billion through 2026 to help rebuild the United States' infrastructure for the benefit of Americans now and for generations to come. For this application cycle specifically, the U.S. Department of Transportation received applications requesting approximately \$30 billion in funding, far exceeding the \$1 billion of funding available in 2022.

MEGA and Safe Streets for All

RTC has heard from the Department of Transportation that their request has been received for debriefs on the MEGA and Safe Streets for All grant programs. The dates of those debriefs have not been finalized but they will be useful in understanding what went wrong with the application and how any challenges can be addressed for the next cycle.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/24/2023

AGENDA ITEM 7.3

To: Regional Transportation Commission

From: Darin Tedford, NDOT Deputy Director

SUBJECT: NDOT Report

RECOMMENDED ACTION

Monthly verbal update/messages from NDOT Deputy Director Darin Tedford - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.
