

**Location:**



**RENO TRANSPORTATION COMMISSION**  
**1105 Terminal Way, 1<sup>st</sup> Floor Great Room, Reno, NV**  
**Date/Time: 10:00 A.M., Friday, January 19, 2024**

**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](http://www.rtcwashoe.com).
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: [bit.ly/RTCWashoeYouTube](https://bit.ly/RTCWashoeYouTube)
- III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public that would like to provide presentation aids must bring eight (8) hard copies to be distributed to the Board members at the meeting. Alternatively, presentation aids may be emailed, in PDF format only, to [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com) prior to 4:00 p.m. on the day preceding the meeting to be distributed to the Board members in advance of the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: [rtcpubliccomments@rtcwashoe.com](mailto:rtcpubliccomments@rtcwashoe.com); or (2) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- V. The supporting materials for the meeting will be available at [www.rtcwashoe.com/meetings](http://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](mailto:mkraus@rtcwashoe.com).

**1. Call to Order:**

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
  - 1.3.1 Lemmon Drive Project of the Year Awarded by APWA

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

**3. Approval of Agenda (For Possible Action)**

**4. Consent Items (For Possible Action):**

- 4.1. Minutes
  - 4.1.1 Approve the meeting minutes for the 12/15/2023 RTC Board meeting. (For Possible Action)

#### 4.2. Reports

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

#### 4.3. Engineering Department

- 4.3.1 Acknowledge receipt of information regarding an automatic annual increase of 4.2% 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)
- 4.3.2 Approve Amendment No. 1 to the contract with Jacobs Engineering Group, Inc., for additional services related to coordination and design effort associated with the Construction Manager At Risk (CMAR) project delivery method for the Arlington Avenue Bridges Project, in the amount of \$1,178,167, for a new total not-to-exceed amount of \$4,395,748. (For Possible Action)
- 4.3.3 Approve Amendment No. 2 to the contract with Kimley-Horn and Associates, Inc., for additional engineering during construction services needed in connection with the Traffic Engineering (TE) Spot 10 South Project, in the amount of \$40,000, for a new total not-to-exceed amount of \$793,873. (For Possible Action)
- 4.3.4 Approve Amendment No. 1 to the contract with Kimley Horn and Associates, Inc. for additional design services and engineering during construction services related to the Traffic Signal Modifications 24-01 Project, in the amount of \$589,930, for a new total not-to-exceed amount of \$1,121,490. (For Possible Action)
- 4.3.5 Approve an Interlocal Cooperative Agreement (ICA) with the City of Sparks for wetland monitoring related to the Sparks Boulevard Improvement Project, in the amount of \$200,000. (For Possible Action)
- 4.3.6 Adopt a resolution declaring an intention to exchange property owned by RTC (a fee simple interest in APN 004-061-28, and a permanent access and utility easement over APN 004-061-20, 004-061-26, 004-061-22 and 035-033-02) for property owned by the Truckee Meadows Water Authority (a fee simple interest in APN 140-051-23). (For Possible Action)
- 4.3.7 Approve Amendment No. 1 to the contract with Lumos and Associates, Inc., for additional engineering services to complete design services through final design and construction bidding in an amount of \$2,126,539, for a new total not-to-exceed amount of \$2,754,744. (For Possible Action)

#### 4.4. Public transportation/Operations Department

- 4.4.1 Approve an Interlocal Contract Agreement with State of Nevada, Department of Health and Human Services (DHHS), the Division of Health Care Financing and Policy (DHCFP/Medicaid), to provide paratransit services for Medicaid eligible recipients, who are also paratransit eligible, in an amount not-to-exceed \$5,603,162.50. (For Possible Action)



- 4.4.2 Approve a contract with NCE for architectural and engineering services for the Meadowood Mall Transit Station Relocation Project, in an amount not-to-exceed \$311,362. (For Possible Action)
- 4.4.3 Approve a contract with RFI Enterprises, Inc., for the Security Electronic Board replacement of existing AMAG controllers at each of the RTC facilities, for a total not-to-exceed amount of \$199,560.54. (For Possible Action)
- 4.4.4 Approve Amendment #1 to the contract with Marathon Finishing Systems, Inc. for Phase 2 installation services to complete the installation of the hydrogen fuel cell service bay at RTC's 1301 East 6th Street facility in the amount of \$527,705, for a new total not-to-exceed amount of \$795,804.58. (For Possible Action)
- 4.4.5 Approve a contract with Kimley-Horn for professional services for Design Services, including Environmental and Construction Management Services for the Sutro-RIDE Generator Power Upgrade Design, in an amount not-to-exceed \$292,545. (For Possible Action)

**5. Public Hearing:**

- 5.1. Conduct a public hearing regarding approval of Amendment No. 2 to the 2050 Regional Transportation Plan (RTP); adopt a resolution approving Amendment No. 2 to the 2050 Regional Transportation Plan (RTP). (For Possible Action)
- 5.2. Conduct a public hearing regarding approval of Amendment No. 2 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 2 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP). (For Possible Action)

**6. Discussion Items and Presentations:**

- 6.1. Approve the proposed new Fiscal Year 2025 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 Sparks and Washoe County specifying responsibilities for delivering certain projects. (For Possible Action)
- 6.2. Presentation on a report from Government Leadership Solutions regarding its evaluation of the RTC's organizational climate. (No Action Required)

**7. Reports (Information Only):**

- 7.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action 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 Director Tracy Larkin Thomason or designated NDOT Deputy Director - 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:** 1/19/2024

**Agenda Item: 4.1.1**

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

**SUBJECT: Draft Meeting Minutes from 12/15/2023**

**RECOMMENDED ACTION**

Approve the meeting minutes for the 12/15/2023 RTC Board meeting.

**BACKGROUND AND DISCUSSION**

See attached for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this item.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**10:00 A.M.**

**December 15, 2023**

**PRESENT:**

**Ed Lawson, Mayor of Sparks  
Alexis Hill, Vice Chair, Washoe County Commissioner  
Devon Reese, Reno City Council**

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

**ABSENT:**

**Hillary Schieve, Mayor of Reno  
Mariluz Garcia, Washoe County Commissioner**

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

***Item 1           CALL TO ORDER***

- 1.1    Roll Call
- 1.2    Pledge of Allegiance

***Item 2           PUBLIC INPUT***

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

Donna Clontz, AARP and Washoe County Senior Advisory Board. I am here today to talk about FlexRIDE. Many of the seniors that fit the category for not being able to drive and needing the service, are not connected to the internet. They tend to be the ones that don't have smart phones or internet and need to access the tickets in person somewhere. I spoke with Susi Trinidad about other outlets that senior can get to, to buy tickets ahead of time, so they can ride FlexRIDE. Beyond our two main bus stations, Savemart, Bonanza Casino, Sparks City Hall, Smiths and Winco are outlets where people can buy passes. I'm here to ask if we can come up with a way that Washoe County could be a distributor for these FlexRIDE tickets, maybe at the Senior Center and maybe the City of Reno. Could they be at any of the three recreations centers; Neil Road, Paradise or Evelyn Mount? Maybe other grocery outlets? Susi Trinidad is doing a little bit of outreach, but these places need to submit requests to have FlexRIDE tickets sold.

Michael Gawthrop via email, December 14, 2023 at 2:17pm. With the most recent Annual Comprehensive Financial Report being included in the agenda packet, now should be a good time for the RTC Board to begin discussing increasing services in our community. Passenger fares are up over \$1 million over the previous year, total passenger count is up approximately 1.25 million over the previous year (which is admittedly still below the pre-COVID highs, but so are service levels). Looking at the data in the statistics section of the report, and doing some analysis on it, there appears

to be some very clear relationships between increasing service and increasing ridership. A linear regression comparing total passengers to the number of revenue hours had an R squared value of 0.3782 (which could be interpreted to mean that 37.8% of ridership levels are driven by the number of revenue hours) and a linear regression comparing passengers per revenue hour to revenue hours had an R squared of 0.0598, which while low is still something of a trend indicating that more service won't just increase total ridership, but increase the productivity of our service beyond just an increased number of buses.

Honestly, at this point, it is embarrassing that places like Park City Utah are able to operate a system with 19 routes, most with 20 minute or better service, fare free, and Logan Utah with 12 routes, many half hour or better, again fare free, in a state that is notorious for not wanting to fund public services, while Reno/Sparks, a much larger metro area, struggles with 20 routes, all except for 2 being half an hour or worse service, with the benefit of collecting fares. RTC needs to do better.

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

### ***Item 3        APPROVAL OF AGENDA***

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

### ***Items 4        CONSENT ITEMS***

#### **4.1       Minutes**

4.1.1    Approve minutes from 11/17/2023 Board meeting. (For Possible Action)

#### **4.2.       Reports**

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

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

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

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

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

#### **4.3       Engineering Department**

4.3.1    Approve a contract with J-U-B Engineers, Inc., to provide design services and optional engineering during construction for the Meadowood Mall Rehabilitation Project, in an amount not-to-exceed \$288,511. (For Possible Action)

4.3.2    Approve a contract with HDR Engineering, Inc., for design and engineering during construction services for the 2025 Bridge Maintenance Project, which includes resurfacing the Kuenzli Avenue Bridge over the Truckee River and the Evans Avenue, Ralston Street, and Valley Road Bridges over I-80, in an amount not-to-exceed \$349,942.30. (For Possible Action)

4.3.3    Approve a Settlement Agreement with Jacobs Engineering Group Inc., to resolve any potential dispute or claim related to certain services performed on the Arlington Avenue Bridges Project. (For Possible Action)

#### **4.4 Public Transportation/Operations Department**

- 4.4.1 Approve a contract with Trane Technologies for HVAC preventative maintenance at RTC facilities for a period of three and half years, in an amount not-to-exceed \$317,598. (For Possible Action)

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

#### ***Item 5 DISCUSSION ITEMS AND PRESENTATIONS***

- 5.1. Receive an update on the 2050 Regional Transportation Plan (RTP) Update for discussion and possible direction. (For Possible Action)

Xuan Wang, RTC Acting Planning Manager gave a presentation on the RTP update.

The purpose of the RTP is to identify transportation guiding principles and goals and to develop transportation investments through 2050 through community-based process. Our current RTP was approved in March of 2021 and it is required that the plan is updated at least every four years. We plan to have draft for the Board to review in late 2024 and have the plan completed in March of 2025.

The RTP is the first step of the improvement process and looks at more of the overall transportation trend and the community needs to develop a plan to address long term and higher-level policy and strategies.

The RTP will be developed through extensive public agency outreach approaches. We will provide a bi-monthly update to the RTC Board and the TAC and CMAC. We will also have an agency working group, which includes all Federal, State and Local partners, and we will work together through bi-monthly meetings to develop the RTP.

It's also required that the RTP include an Air Quality Conformity determination. We will work with our Air Quality Inter Agency consultation group to address any concerns about air quality and we will have public facing community planning workshops and public meetings through social media and traditional media.

Vice Chair Hill, thank you for the presentation, it is exciting to be at the beginning of this process and I'm really looking forward to working on it with the team. On the Inter County Transportation working group, does that include Regional Planning? Do we include Planners from Reno, Sparks and Washoe County as well?

Xuan Wang, yes. The Inter County Transportation working group will have entities from Washoe County and also Planning Agencies from other counties, such as Storey and Lyon, so we will address any transportation issues across the borders of the counties and Tahoe TRPA.

On motion of Vice Chair Hill to accept the report, seconded by Commissioner Reese, which motion unanimously carried, Chair Lawson ordered that the item be accepted.

- 5.2 Receive a report on the FY 2023 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County and authorize staff to submit the document to the Nevada Department of Taxation. (For Possible Action)

Christian Schonlau, RTC Director of Finance/CFO, and on the phone, we have our audit partner with Crowe LLP, Scott Nickerson who will be happy to any questions at the end.

There are two NRS Statutes that guide our audit requirements. One is because we are a government agency and the other is because we require auditing of our federal funds. The combined audit of those two things is called the single audit, which we have performed under the guidance and partnership of our audit partner. There is also federal guidance that requires us to complete both parts of that as well.

The audit is part of our financial statement preparation, but the financial statement itself really ties directly to our goal for strategic road map, which is our financial planning function. We are focusing on the fuel tax right now as we're starting to see gallons sold kind of plateau and planning for the future of that.

The result of our audit was an unmodified opinion, which is the highest rating and there were no findings. There were no management comments and no finance comments on our single audit, which is the federal side.

I'm very pleased and I want to take the time to thank my Financial staff. It is really an organization-wide effort to make sure that this all goes well and that we follow our processes and procedures, but at the end of the day I have a group of hard-working folks in finance that put it all together.

On motion of Commissioner Reese to accept the report, seconded by Vice Chair Hill, which motion unanimously carried, Chair Lawson ordered that the item be accepted.

- 5.3 Approve the RTC federal priorities and provide direction accordingly. (For Possible Action)

Paul Nelson, RTC Government Affairs Officer, we've identified 23 federal priorities for this year, but four of them have received funding, so we created a new category for those. I'll talk about some of the projects that we have in the queue, along with the presentation.

The ones that we've added to the 2024 priorities include:

- 6<sup>th</sup> Street Bicycle facilities and safety improvements. This one is all about multimodal safety improvements. This is also one of our Top 5 priorities, so I'll discuss this one in a later slide.
- Geiger Grade Road Realignment. Realign Geiger Road over near Toll Road over to US395 south of where the intersection of S. Virginia Street is by the Summit Mall.
- Alternative Fuel Expansion. We are early adopters of electric buses, we also have hybrids and now we have hydrogen fuel cell buses on the way, so we're looking at ways that we can expand our sustainable transportation.

The Top 5 priorities, which are not in any particular order.

- Bus Maintenance Facility replacement with the Spaghetti Bowl Phase 4 coming up. We will need to replace Villanova and then over to Sutro. It will be a pretty expensive capital

project, so we're looking at different funding sources for this. This is also going to be where we have our hydrogen fueling facility.

- Keystone Avenue Bridge Replacement. This is a \$75 Million project. Construction is planned for 2027.
- Highland Ranch Parkway & Pyramid Highway Intersection where Sparks Boulevard connects.
- Sun Valley Boulevard Improvements.
- 6<sup>th</sup> Street Bicycle Facility and Safety Improvements. This is an important project for safety. It is one of the most dangerous roads in our high injury network and it is also part of the Vision Zero Truckee Meadows improvements, which is already one of our federal priorities. We did get good news on this project earlier this week and Bill Thomas will discuss that more in his Executive Director Report.

We also had some recent accomplishments:

- Lemmon Drive Improvements and Resiliency project. We received a RAISE grant for \$25 Million. This will realign Lemmon Drive Phase 2, from Ramsey Way to Fleetwood Drive. This is planned for construction in 2025.
- Sierra Street Bridge Replacement. We have about \$23 Million in federal funding that will help us replace this bridge. It doesn't perform very well during flood events and it also has a seismic risk. This is planned for construction in 2026.
- Sparks Boulevard project. This is also fully funded. We have close to \$58 Million in federal funding to widen from two-lanes in each direction to three-lanes. We will also make pedestrian and bicycle improvements. This is planned for construction in 2025.
- Hydrogen Fuel Cell Bus and Fueling Facility. We received a Low-No Grant for almost \$9 Million, which will purchase six new hydrogen fuel cell buses and also provide a fueling facility and provide the high-tech virtual training for our mechanics.

Vice Chair Hill, on the transit priorities, I don't see anything about expansion of microtransit. Is that a priority for the Board and how that would work as part of a federal priority?

Jim Gee, RTC Director of Public Transportation, microtransit is a priority for us, but it is not funded by federal dollars. That is the distinction.

On motion of Commissioner Reese to accept the report, seconded by Vice Chair Hill, which motion unanimously carried, Chair Lawson ordered that the item be accepted.

## ***Item 6            REPORTS (Informational Only)***

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

1. I am very happy to announce that we were successful in our application for the Safe Streets and Roads for All Grant.

- The U.S. Department of Transportation awarded the RTC nearly 9 million dollars to improve East 6<sup>th</sup> Street in downtown Reno.
- This road is one of our most dangerous roads in the High Injury Network, so adding better bike and pedestrian infrastructure – and changing the traffic design will make this street much safer for everyone.
- This street runs through downtown and affects the university, Midtown, St. Mary's Regional Medical Center, and the Northern Nevada Cares Campus.
- Thank you to Graham Dollarhide for leading the application effort.

- And I would like to thank Senators Catherine Cortez Masto and Jacky Rosen, and Congressman Mark Amodei for their roles to help secure this important funding.
2. I'm very happy to announce that we launched our new and improved website Monday.
    - This change is part of our TOPS plan and includes an A.D.A. audit to improve the site for our disabled customers.
    - Since most of our web traffic has to do with transit and bus schedules, we moved Public Transportation to our homepage.
    - We also have tabs for people to navigate to our Construction Projects and our Metropolitan Planning pages, and others.
    - Overall, this change is a better user experience for our customers because it's a lot easier to maneuver and search the website.
    - Thank you to Nicole Coots and John Ponzo for their hard work and communication with our contractor, Trillium, to make this happen.
  3. I would congratulate Mark Maloney on a long career – and thank him for his hard work with the RTC.
    - As many of you know, this is Mark's last day here.
    - He's retiring after more than six years here – the last four as the Director of Public Transportation and Operations.
    - We have a short video to show our appreciation.
    - Mark worked in the transportation industry for more than 30 years, including stops in L.A., Orange County, Glendale and San Diego.
    - He leaves us in good hands with Jim Gee taking over his role.
    - Thank you, Mark. Enjoy your well-deserved retirement.
  4. I would like to introduce you to three new employees – Jeremy Lattin, Sai Sun, and James Ross.
    - Jeremy started as our Senior Financial Analyst November 27<sup>th</sup>.
    - He has experience in government finance, accounting, and grants management.
    - Before coming to the RTC, he worked for the State Treasurer's Office, Health Department, and most recently – the Lyon County School District.
    - Sai is our new Transit Planner who started December 4<sup>th</sup>.
    - She is new to the Reno-Sparks area – coming from the University of Wisconsin-Milwaukee where she received her Master's Degree and worked as a Research Assistant.
    - James just started his job Monday as our new Facilities Maintenance Specialist.
    - He had been with U.S. Foods for the past six-and-a-half years as a technician, doing work in northern Nevada and California.
    - Welcome to the team, Jeremy, Sai, and James. We look forward to your success at the RTC.
  5. We held our first public meeting for the Keystone Avenue Bridge Replacement Project, last week at the McKinley Arts and Culture Center.
    - Members of the community had a chance to ask questions and make comments about the future of the bridge and surrounding areas.
    - RTC Staff and contractors were on-hand to give an update on the different options – including number of lanes and bike and pedestrian infrastructure.
    - Thank you Sara Going for giving a great presentation and for your leadership on this project.
  6. Last Thursday, we held our annual Stuff A Bus Holiday Food Drive.
    - We had a great turnout from the community who filled the bus with non-perishable food and cash donations.
    - We delivered the bus to the "KTVN Share Your Christmas Food Drive" Friday, which all went to the Food Bank of Northern Nevada.



- We are very proud to help our neighbors who are struggling to put food on the table, especially during the holidays.
7. On Monday, the RTC will announce a Call for Projects to provide transportation improvements for seniors and disabilities.
    - We will accept applications through January 17<sup>th</sup>.
    - These projects were previously funded through the FTA's Section 5310 Program.
    - Under a new two-year funding agreement, we will be able to provide services with a different pot of money to remove federal barriers and provide more flexibility for these projects.
  8. The MTM Employee of the Month for November is Donald Martinez.
    - Donald has been a part of RTC's ACCESS team since 2016.
    - He loves his job because he can make a positive difference of individuals and our community.
    - Donald enjoys his coworkers and always has a smile on his face.
    - He spends a lot of free time working on his '67 Chevy Impala but his pride and joy is his family – three daughters and nine grandkids.
    - He's also a big 49ers fan and fully expects them to go to the Super Bowl this year.
  9. The Keolis Driver of the Month is Bongi Barber ([Pronounced Bongee with a hard G](#)).
    - Bongi was born and raised in South Africa and moved to Reno in the late 90s.
    - She has 23 years of transportation experience – including as an RTC bus operator since 2002.
    - In November, Bongi's on-time performance was 98 percent with zero accidents.
    - She is a huge golf fan and heads to the course every chance she gets.

## 6.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer. Congress has until January 19<sup>th</sup> to finish its appropriations bill as far as we're concerned, because that is when the T HUT expires. Some house members would like to do a long-term CR that would get through the end of the fiscal year, but if that happened, that would put our congressionally directed spending priorities in doubt. These decisions will get pushed into January once congress returns from its holiday recess.

FHWA issued a final rule to establish a green house gas performance measure for States and MPOs. MPOs will have to establish a four-year admissions reduction target. We are also required to establish joint targets, because our urban area has more than 50,000 people.

There are some current funding opportunities including the RAISE and ICAM grants, bike and pedestrian funding opportunities. We are looking at applying for the RAISE grant for the Sun Valley Corridor project and that has a maximum of \$25 Million.

## 6.3 NDOT Director Report

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

Tracy Larkin Thomason, NDOT Director provided a discussion and presentation.

We would like to welcome a new board member, Frank Lepori of Lepori Construction. He is replacing Steve Ascuaga who rotated off of the transportation board. We are looking forward to Frank serving on the Board.

As of yesterday, the Warrior Way Tahoe traffic signal is now fully online. We also coordinated with Douglas County and other local agencies to finalize the signal phasing and timing. We have also removed highway parking near the signal to reduce safety concerns and will continue coordinating with the US 50 Corridor partners to evaluate additional parking opportunities at the Lake to move them off of the corridors.

U.S. 395 North Valley widening has begun and will be completed at the end of 2025. You'll see over the next several months overnight lane and ramp closures, but the major construction will start in January. This adds a lane to southbound US 395, North McCarran to Golden Valley Road and also construct additional merge and auxiliary lanes.

We say good-bye to Darin Tedford, Deputy Director of Administration, after 30 years with the department. We also say good-bye to Jeff Lerud, Deputy Director of Operations and Maintenance. Their last day is next week and we thank them for their time in and they've done a phenomenal job and now they will be moving onto other opportunities in their lives.

I am welcoming the two new Deputy Director's who have been appointed. Sondra Rosenberg will be the Deputy Director of Planning and Administration. She's been with the department for 15 years, the last 9 years she has been the Assistant Director of Planning. Mario Gomez will be the Deputy Director of Operations and Maintenance. He has been with the department for 23 years, with the last 4 years as District Engineer in District 1. His position is located in Las Vegas.

***Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES***

Commissioner Reese wanted to thank RTC and the City of Reno for working on the 6<sup>th</sup> Street project, as this is a really big deal. This is really good project and something our region can be proud of. I know it would not have happened without the work of Mr. Dollarhide and Kerri Koski and her staff at the City of Reno.

I wanted to thank Mark Maloney, as he retires, he made it so easy to transition onto this Board for me. He was always so gracious in sharing his knowledge with me.

***Item 8 PUBLIC INPUT***

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

***Item 9 ADJOURNMENT***

There being no further business to come before the Board, the meeting adjourned at 10:42 a.m.

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ED LAWSON, Chair  
Regional Transportation Commission

**\*\*Copies of all presentations are available by contacting Michelle Kraus at [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com).**



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item: 4.2.1**

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.

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## ATTACHMENT A

### **PROJECTS CURRENTLY ADVERTISED**

<b><u>Invitations for Bids (IFB)</u></b>	
<b>Project</b>	<b>Due Date</b>
Selmi Drive Rehabilitation	January 9, 2024
Sparks Intelligent Corridors	January 24, 2024
<b><u>Request for Proposals (RFP)</u></b>	
<b>Project</b>	<b>Due Date</b>
N/A	

### **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.*

<b>Project</b>	<b>Contractor</b>	<b>Award Date</b>	<b>Contract Amount</b>
Traffic Signal Modifications TSM 23-01	Summit Line Construction, Inc.	12/15/2023	\$3,185,355
Stanford Way Rehabilitation	Q&D Construction LLC	12/15/2023	\$2,067,500

### **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.*

<b>Project</b>	<b>Contractor</b>	<b>Contract Amount</b>
N/A		

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

<b>Project</b>	<b>Contractor</b>	<b>Approval Date</b>	<b>CO / Amend. Number</b>	<b>CO / Amend. Amount</b>	<b>Revised Total Contract Amount</b>
4 <sup>th</sup> Street and Woodland Avenue Roundabout	Sierra Nevada Construction	12/13/2023	CO3	\$7,000	\$4,221,007



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.2.2

To: Regional Transportation Commission

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

**SUBJECT: Advisory Committee Report**

### **RECOMMENDED ACTION**

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

### **BACKGROUND AND DISCUSSION**

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

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

The CMAC and the TAC met on January 3, 2023 and January 4, 2024, respectively. The CMAC received and recommended approval of the Bus Stop Amenities Quarterly Report. Each committee received a presentation and recommended approval of the proposed Amendment No. 2 to the Regional Transportation Plan (RTP) and Amendment No. 2 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP).

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The RRIF Technical Advisory Committee met on December 20, 2023. The meeting agenda included approval of consent items (which included minutes from a prior meeting dated October 22, 2022). Four discussion items were included in the agenda: Acknowledge receipt of report on the 2 Year Indexing of the 7th Edition Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and RRIF Capital Improvement Plan (CIP); Acknowledge receipt of a report on the 2050 Regional Transportation Plan (RTP) update; discussion regarding the RRIF GAM and CIP update following the 2050 RTP update; and approve recommended updates to the RRIF Technical Advisory Committee Statement of Purpose, Objectives, and Procedures. Committee members acknowledged all reports and approved the update to the Statement of Purpose, Objectives, and Procedures. There was no public comment during the meeting.

### **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:** 1/19/2024

**Agenda Item:** 4.2.3

To: Regional Transportation Commission

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

**SUBJECT: Planning Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Planning Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## PLANNING STUDIES

<b>Virginia Street Transit Oriented Development (TOD) Planning Study</b>		
Graham Dollarhide, Project Manager		<a href="https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/">https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/</a>
<i>Status: Transit model runs complete; qualitative data being added to supplement results prior to finalizing transit analysis. Results discussed with key stakeholders and draft analyses being finalized for review by Project TAC; additional public outreach and draft study recommendations to follow.</i>		
<b>Active Transportation Plan</b>		
Marquis Williams, Project Manager		<a href="https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/">https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/</a>
<i>Status: Continued refinement of planning and implementation strategies based on public input, two Stakeholder Working Group (SWG) meetings, and internal priorities. The next iteration to be shared at the third SWG meeting and through a second round of public outreach, starting early 2024.</i>		
<b>Regional Freight Study</b>		
Marquis Williams, Project Manager		N/A
<i>Status: Second of four stakeholder workshops scheduled to be held on January 31 to gather feedback/direction related to high-level goals to include in the draft report.</i>		
<b>RTC REGIONAL TRAVEL CHARACTERISTICS STUDY</b>		
Xuan Wang, Project Manager		<a href="https://www.rtcwashoe.com/mpo-reports/survey2023/">https://www.rtcwashoe.com/mpo-reports/survey2023/</a>
<i>Status: Project team is working on survey design. Transit and visitor survey started.</i>		
<b>RTC REGIONAL TRAVEL CHARACTERISTICS STUDY</b>		
Xuan Wang, Project Manager		<a href="https://www.rtcwashoe.com/mpo-reports/model2023/">https://www.rtcwashoe.com/mpo-reports/model2023/</a>
<i>Status: Project team is reviewing the existing model, completed TAZ boundary update, making edits to network files.</i>		
<b>RTC REGIONAL TRANSPORTATION PLAN UPDATE</b>		
Xuan Wang, Project Manager		Coming soon
<i>Status: Finalized project schedule, developing scenarios, preparing Agency Working Group meeting.</i>		



## ONGOING PROGRAMS

<b>Data Collection Program</b>	
Xuan Wang, Project Manager	<a href="#">N/A</a>
<i>Status: Identifying sites for 2024 and 2025 Multimodal Traffic Data Support.</i>	
<b>Bicycle and Pedestrian Planning</b>	
RTC Planning and Engineering Staff	<a href="https://www.rtcwashoe.com/metropolitan-planning/">https://www.rtcwashoe.com/metropolitan-planning/</a>
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety &amp; facilities:</i> <ul style="list-style-type: none"><li>• <i>Developing Level of Traffic Stress (LTS) bicycle map (online and hard copy).</i></li><li>• <i>Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.</i></li></ul>	
<b>Vision Zero Truckee Meadows</b>	
RTC Planning Staff	<a href="https://visionzerotruckeemeadows.com/">https://visionzerotruckeemeadows.com/</a>
<i>Status: Meeting planned for February may include charrette to address recent spike in roadway fatalities; details being discussed with key Vision Zero Task Force members. Action Plan may require update following notice of award of SS4A grant.</i>	



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item: 4.2.4**

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

**SUBJECT: Engineering Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Engineering Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## BICYCLE AND PEDESTRIAN IMPROVEMENTS

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

## CAPACITY/CONGESTION RELIEF PROJECTS

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

<b>Geiger Grade Realignment</b>	
Kim Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/">https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/</a>
<i>Status: Access and Circulation study is being finalized. RTC is in preliminary analysis stage of restarting the project. A Request for Approach is being developed in order to select a consulting team to perform a Planning and Environmental Linkages Study (PEL) to further investigate preliminary design alternatives, traffic, and environmental impacts.</i>	

<b>Kietzke Lane ITS</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/">https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/</a>
<i>Status: The consultant began design of the project in June 2023. The final design (100%) submittal is expected early 2024.</i>	

<b>Military Road Capacity &amp; Safety</b>	
Kim Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/military-road-capacity-and-safety/">https://www.rtcwashoe.com/engineering-project/military-road-capacity-and-safety/</a>
<i>Status: Alternative selection for roadway and intersection configurations are being finalized. Preliminary design is underway. An Amendment to the contract with Lumos &amp; Associates will be presented to the Board in order to complete final design of the project.</i>	

<b>N McCarran Boulevard &amp; Pyramid Hwy Fiber</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/">https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/</a>
<i>Status: Work on the McCarran Blvd portion of the project is mostly complete. Pyramid Way work will wrap up in January.</i>	

<b>North Valleys North Virginia Street Capacity</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/">https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/</a>
<i>Status: This project is underway with early scoping and schedule items. A traffic analysis study and conceptual design is expected early 2024.</i>	

<b>Pembroke Drive Capacity &amp; Safety</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pembroke-drive-capacity-and-safety/">https://www.rtcwashoe.com/engineering-project/pembroke-drive-capacity-and-safety/</a>
<i>Status: Nichols Consulting Engineers (NCE) was the selected design consultant and the team has started the preliminary design. Preliminary design alternatives are been updated to include evaluation of possible widening to two (2) lanes on each direction. This updated document will be presented to City of Reno staff by the end of this month.</i>	

<b>Pyramid Highway Intelligent Corridor</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/">https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/</a>
<i>Status: Fiber optic construction contract is currently advertised with a bid opening date of January 24, 2024. Testing of software for the notification system is in progress.</i>	

<b>Pyramid Highway Operations Improvements</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pyramid-highway-operations-improvements/">https://www.rtcwashoe.com/engineering-project/pyramid-highway-operations-improvements/</a>
<i>Status: Preliminary Engineering is underway; design alternatives anticipated Spring/Summer 2024.</i>	

<b>Pyramid Way, Sparks Boulevard, Highland Ranch Interchange</b>	
Amanda Callegari, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/">https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/</a>
<i>Status: Professional Services Agreement with consultant was approved at the September Board Meeting. Agreement is for the preliminary design and engineering services associated with the Pyramid Way/Sparks Blvd/Highland Ranch Interchange and Connector Improvements. NDOT LPA Agreement has been executed and currently awaiting a notice to proceed from NDOT.</i>	

<b>South Meadows Traffic Enhancements</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/">https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/</a>
<i>Status: The project bids were opened in November. The apparent low bidder was Sierra Nevada Construction (SNC). Construction is anticipated to begin early this year.</i>	

<b>South Virginia Street &amp; I-580 Exit 29 Capacity &amp; Safety</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/">https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/</a>
<i>Status: Finalizing coordination with NDOT and City of Reno. 100% percent design plans were submitted. Right-of-way process and Public/Stakeholder meetings are underway. Bid advertisement is expected by mid-February. Construction is tentatively scheduled to start this spring.</i>	

<b>Sparks Boulevard – North Phase</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/sparks-boulevard-north-phase/">SparksBLVDproject.com.</a>
<i>Status: Project design will continue to advance with final design. Utility relocations are being evaluated to ensure project improvements are not in conflict. NEPA document (FONSI) was submitted to FHWA. The environmental approval is pending an Interlocal Cooperative Agreement between the RTC and City of Sparks. An ICA is anticipated to be presented at the January 2024 RTC Board Meeting.</i>	

<b>Steamboat Parkway Improvement</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/steamboat-parkwy-improvement/">https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/</a>
<i>Status: The project will bid in January 2024. Construction is anticipated to start in spring 2024.</i>	

<b>Traffic Signal Installations 23-01</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/</a>
<i>Status: Contractor Titan Electrical is in the process of procuring poles for the new traffic signals. Construction is expected to begin in March 2024.</i>	

<b>Traffic Signal Modifications 23-01</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/</a>
<i>Status: The project bids opened on December 12, 2023. Construction is anticipated to begin in 2024.</i>	

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

<b>Traffic Signal Timing 7</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/">https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/</a>
<i>Status: New signal timing plan is in effect for Vista Blvd between Interstate 80 and Home Run Dr. The team is currently in the process of developing new signal timing plans for Sutro St / Kirman Ave between Ryland St and McCarran Blvd.</i>	
<b>Veterans Parkway ITS</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/">https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/</a>
<i>Status: Preliminary project design is underway.</i>	

<b>Veterans Roundabout Modifications</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/">https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/</a>
<i>Status: Geometric Design (30%) anticipated January 2024.</i>	

<b>Vista Boulevard/Prater Way ITS</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/">https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/</a>
<i>Status: Preliminary design is ongoing through fall 2023. 50% design submittal received in December 2023.</i>	

## CORRIDOR IMPROVEMENT PROJECTS

<b>Arlington Avenue Bridges</b>	
Bryan Byrne, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/arlinton-avenue-bridges-project/">https://www.rtcwashoe.com/engineering-project/arlinton-avenue-bridges-project/</a>
<i>Status: RTC is working with the CMAR team as we approach our first Opinion of Probable Construction Cost #1 towards the end of January. The design team is working towards a 100% design plan by March 2024.</i>	

<b>Butch Cassidy Drive Extension</b>	
Kim Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/butch-cassidy-drive-extension/">https://www.rtcwashoe.com/engineering-project/butch-cassidy-drive-extension/</a>
<i>Status: The project design kickoff is anticipated in January 2024.</i>	

<b>Keystone Bridge Replacement</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/">https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/</a>
<i>Status: The proposed project alternatives were presented to the public at a December 7, 2023 Public Meeting. Public comments will be continued to be received online through early January 2024.</i>	

<b>Lemmon Drive Traffic Improvements and Resiliency</b>	
Bryan Byrne, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/">https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/</a>
<i>Status: Project team is advancing an updated 30% design that is expected to be completed in January 2024. NEPA technical studies and surveys are underway and are expected to be completed January 2024. The first public information meeting is being coordinated and is scheduled for February 7, 2024.</i>	

<b>Mill Street Capacity &amp; Safety (Kietzke Lane to Terminal Way)</b>	
Kimberly Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/">https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/</a>
<i>Status: Ninety percent (90%) design submittal has been reviewed. The right-of-way acquisition process is underway. Coordination with utility companies is on-going. Outreach with adjacent business owners continues. Construction anticipated to start early 2025.</i>	

<b>Oddie/Wells Multimodal Improvements</b>	
Maria Paz Fernandez, Project Manager	<a href="http://oddiewellsproject.com/">http://oddiewellsproject.com/</a>
<p><i>Status:</i></p> <p><i>Phase 1 (Pyramid Way to Sullivan Lane in Sparks) was completed at the end of August.</i></p> <p><i>Pavement completed in Phase 2 (Sullivan Ln in Sparks to Silverada Blvd in Reno) and Phase 3 (Silverada Blvd to east of US 395 in Reno). NVE lights continue to be installed.</i></p> <p><i>Construction activities on Phase 4 are underway and continue during winter.</i></p> <p><i>One lane on each direction is maintained along Oddie Boulevard/Wells Avenue.</i></p> <p><i>Overall construction, including the remaining phases, is anticipated to be completed by the third quarter of 2024.</i></p>	

<b>Sierra Street Bridge Replacement</b>	
Bryan Byrne, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/">https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/</a>
<i>Status: The project has developed conceptual alternatives to be evaluated through the screening process. The next meeting of the Design Review Committee and Aesthetics Stakeholder Working Group is set for January 18th, during which the team will discuss on the Level 2 screening. A public information session is expected to take place in March 2024.</i>	

<b>Sky Vista Parkway Widening Rehabilitation</b>	
Amanda Callegari, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/">https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/</a>
<i>Status: This project has reached substantial completion. Punch list work is ongoing.</i>	

<b>Sun Valley Boulevard Corridor Improvements – Phase 2</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/sun-valley-boulevard-corridor-improvements-phase-2/">https://www.rtcwashoe.com/engineering-project/sun-valley-boulevard-corridor-improvements-phase-2/</a>
<i>Status: Design Kickoff meeting held November 2023; preliminary design tasks associated with development of drainage alternatives underway.</i>	

<b>West Fourth Street Downtown</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/">https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/</a>
<i>Status: 30% design Plans have been completed and submitted for review to the City and Utilities.</i>	

<b>West Fourth Street Safety</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/">https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/</a>
<i>Status: Wood Rodgers has submitted 60% design plans for review. Work on NEPA and coordination with NDOT environmental continues. A reimbursement agreement with Union Pacific Railroad has been executed.</i>	

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

## PAVEMENT PRESERVATION PROJECTS

<b>1<sup>st</sup> Street Rehabilitation and Signal Replacement</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/1st-street-rehabilitation-and-signal-replacement/">https://www.rtcwashoe.com/engineering-project/1st-street-rehabilitation-and-signal-replacement/</a>
<i>Status: Construction is anticipated to begin in Spring 2024.</i>	



<b>Arrowcreek/Wedge Rehabilitation</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/arrowcreek-parkway-wedge-rehabilitation/">https://www.rtcwashoe.com/engineering-project/arrowcreek-parkway-wedge-rehabilitation/</a>
<i>Status: Project Kickoff meeting held November 2023. Utility coordination and preliminary design ongoing. Feasible Design Alternatives anticipated February 2024.</i>	

<b>Las Brisas and Los Altos Resurfacing</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/">https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/</a>
<i>Status: Las Brisas BLVD mill and overlay (Robb Drive to Britannia Drive) and signage throughout the corridor has achieved Final Acceptance. Los Altos PKWY mill and overlay (S. Vista BLVD to Goodwin RD) and utility adjustments throughout the corridor is approaching Final Acceptance. Slurry and associated remaining Contract Items at both locations to be completed Spring 2024.</i>	

<b>N Virginia Street University Rehabilitation</b>	
Bryan Byrne, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/">https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/</a>
<i>Status: RTC received 100% design submittal and is currently under review. Construction is scheduled for the summer of 2024 during UNR's summer break.</i>	

<b>Raleigh Heights Rehabilitation</b>	
Amanda Callegari, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/">https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/</a>
<i>Status: Final design and right-of-way process are ongoing. Construction is tentatively scheduled for April through August 2024.</i>	
<b>Selmi Drive Rehabilitation</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/">https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/</a>
<i>Status: DOWL (formerly Farr West Engineering) completed the design and project was advertised the first week of December. Bid award in process. Construction is tentatively scheduled to start in the spring 2024.</i>	

<b>Stanford Way Rehabilitation</b>	
Kimberly Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/stanford-way-rehabilitation/">https://www.rtcwashoe.com/engineering-project/stanford-way-rehabilitation/</a>
<i>Status: Q&amp;D Construction won the bid for this construction contract. Construction is anticipated to begin in early Spring 2024.</i>	

## OTHER PROJECTS

<b>4<sup>th</sup> Street Station Expansion</b>	
Ian Chamberlain, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/">https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/</a>
<i>Status: This project is on hold due to issues with property acquisition for proposed improvements.</i>	

<b>Virginia Line BRT Improvements</b>	
Kimberly Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/">https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/</a>
<i>Status: 60% Design is complete. Coordination with the City of Reno, FTA, and affected utility companies continues. NEPA re-evaluation of the original Virginia Street Bus RAPID Transit Extension project is underway.</i>	

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

<b>Project</b>	<b>Property Owner</b>	<b>Purchase Amount</b>	<b>Amount Over Appraisal</b>
Mill Street Capacity and Safety	Fairmount Holdings	\$19,335	\$0
South Virginia @ I-580 Capacity and Safety	Planned Parenthood	\$1,000	\$0
S. Virginia @ I-580 Capacity and Safety	76 Patriot Reno	\$3,000	\$2000
S. Virginia @ I-580 Capacity and Safety	Juan & Celia Velazquez	\$31,680	\$0

## CONTRACTS UP TO \$100,000

<b>Project</b>	<b>Vendor</b>	<b>Scope</b>	<b>Amount</b>
N/A			



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item: 4.2.5**

To: Regional Transportation Commission

From: James Gee, 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.

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## **BACKGROUND AND DISCUSSION**

## **ATTACHMENT A**

### **Highlights**

**RTC Hosts Event to Raise Awareness for Human Trafficking** – January is National Human Trafficking Prevention Month, created to raise awareness about human trafficking and to educate the public on how to identify and prevent these types of crimes. On Friday, January 5, 2024, RTC, Washoe County Sheriff and Awaken Nevada raised awareness by unveiling a bus wrap in support of National Human Trafficking Prevention Month. Washoe County Commissioners and



RTC Board

Members Mariluz Garcia and Alexis Hill, along with Washoe County Sheriff Darin Balaam, Awaken Nevada Co-Founder and CEO Melissa Holland, and Kurt Englehart, State Senior Advisor to Senator Catherine Cortez Masto were present for the event. RTC Commissioner Garcia utilized a portion of her discretionary funds to sponsor the bus wrap designed and created by RTC's Senior Graphic and Web Designer, Nicole Coots.



### **RTC RIDE Key Highlights – December**

- 5 trainees released to Operations for revenue service
- 1 operator termination
- 1 operator resignation
- 1 road supervisor terminated
- 1 driver manager terminated
- Driver bid for 2023 January Service Change
- Stuff a Bus, Holiday Food Drive
- Keolis & Administrative staff initiated adopted a local family for Christmas
  - Employee Engagement: 12/11 – 12/15: Enjoyed a week of winter appreciation including sweets & treats, cocoa, cider & coffee on National Cocoa Day, a festive Nacho Bar, and Big Blue Q (BBQ) food trucks provided at both Villanova and 4SS for employees. Keolis also held an Ugly Sweater contest for staff. Operator, Katrina Cobb received 1<sup>st</sup> place honors.

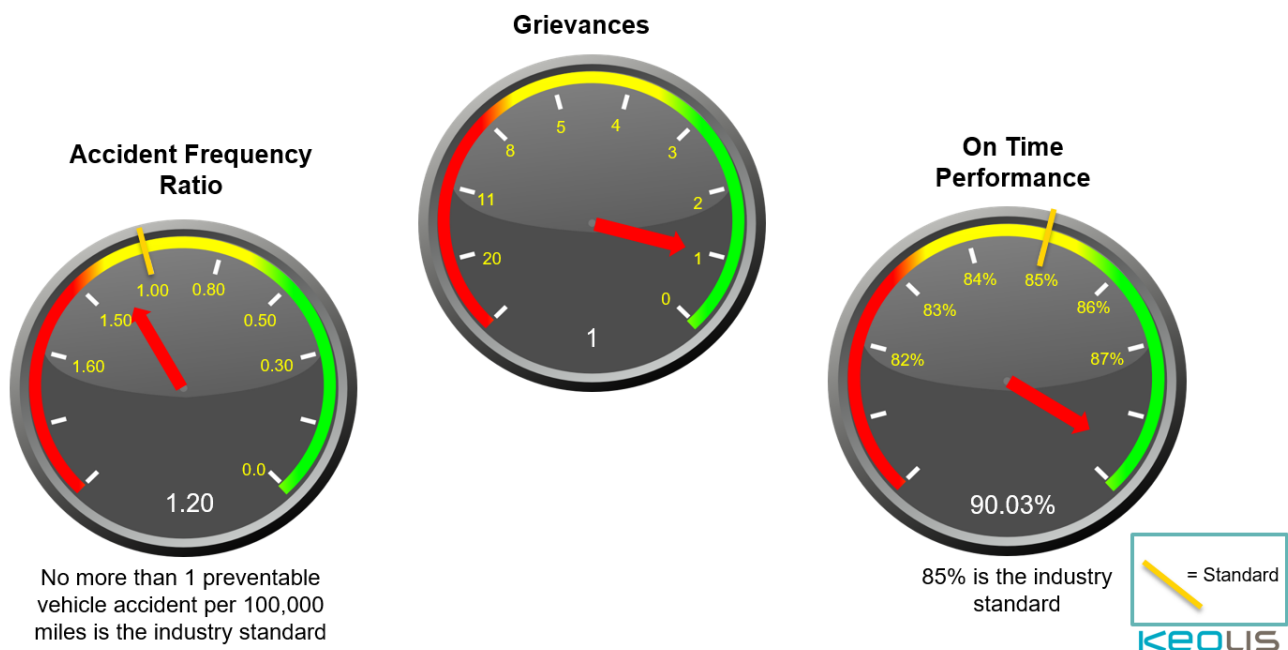


- CUTA Training: No classes were conducted in December due to events, bidding, and holidays. CUTA training will continue throughout 2024.
  - 159 complete on Module 1
  - 118 complete on Module 2
  - 94 complete on Module 3
  - 91 complete on Module 4
  - 73 Employees have completed all 4 of the modules.
- 1 new grievance filed in December
- 1 new ULP filed in December

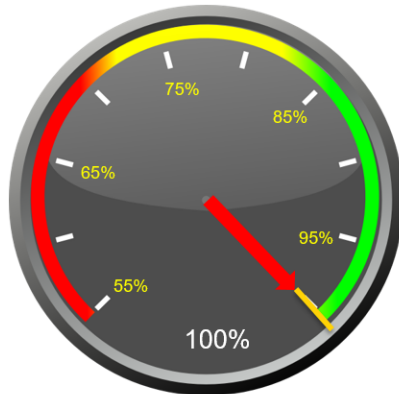
**Keolis represented staffing headcount as of December 28, 2023:**

Position	Total Employed	#Needed
Coach Operator Trainees	10	6+
Coach Operators	162	16
Dispatchers	6	0
Road Supervisors	4	0
Mechanic A	6	0
Mechanic B	4	0
Mechanic C	4	0
Facilities Technician	2	0
EV Technician	1	0
Utility Worker	10	1
Electronics Tech	2	0
Body Technician	1	0

**RTC RIDE Contract Compliance for December**



### Preventative Maintenance Inspections



100% is the industry standard

### Miles Between Road Calls

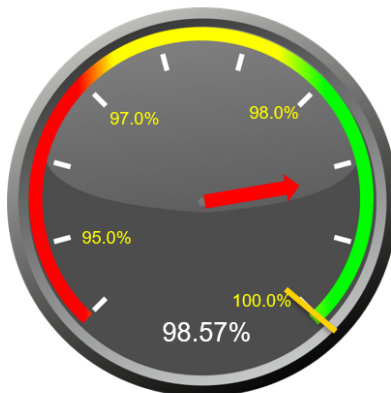


15,000 miles is the industry standard



KEOLIS

### Completed Trips



### Valid Complaints per 20,000 Passengers



No more than 1 valid complaint per 20,000 passengers is the industry standard



KEOLIS

### **RTC ACCESS Key Highlights – December**

**Classes:** No classes were held in December

**Safety:**

- **Accidents:**
  - 2
- **Incidents**
  - 1
- **Injuries:**
  - 1
- **YTD Preventable Accident Count: 12**
- **YTD Injury Count: 9**



- **December Safety Blitz**
  - Ready for Winter!?
  - Pizza and Wing Fest
- **December Safety Meeting**
  - System Security and Run, Hide, Fight

#### MTM represented staffing headcount as of December 31, 2023:

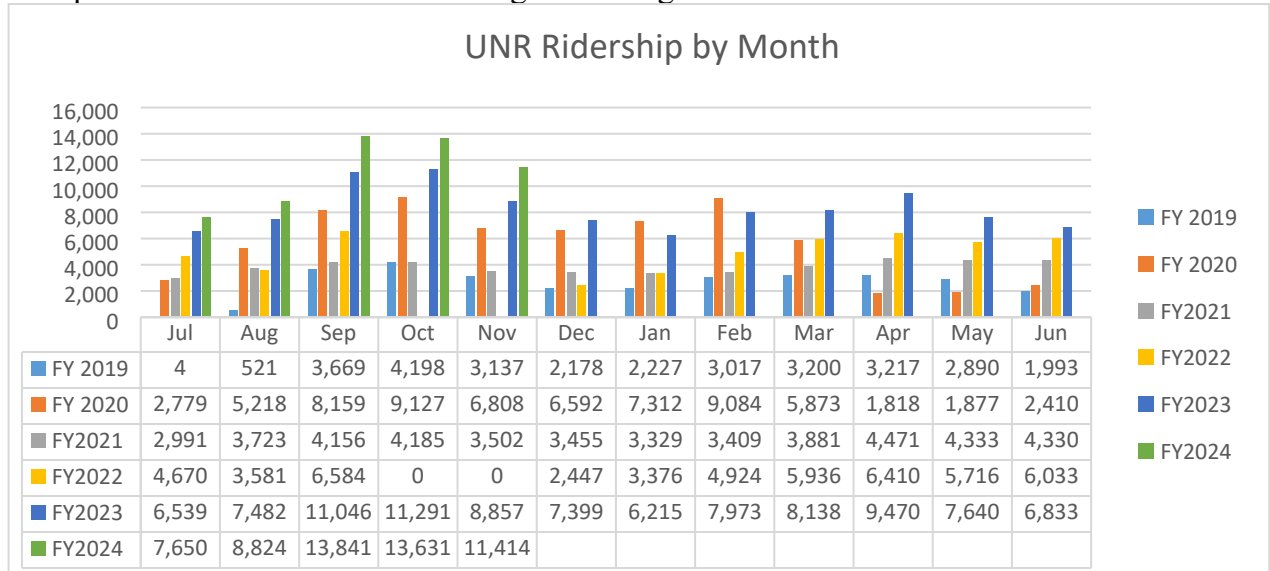
Position	Total Employed	#Needed
Drivers	53FT – 6PT	10 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	0
Maintenance Technician	1	0
Utility Worker	1	0

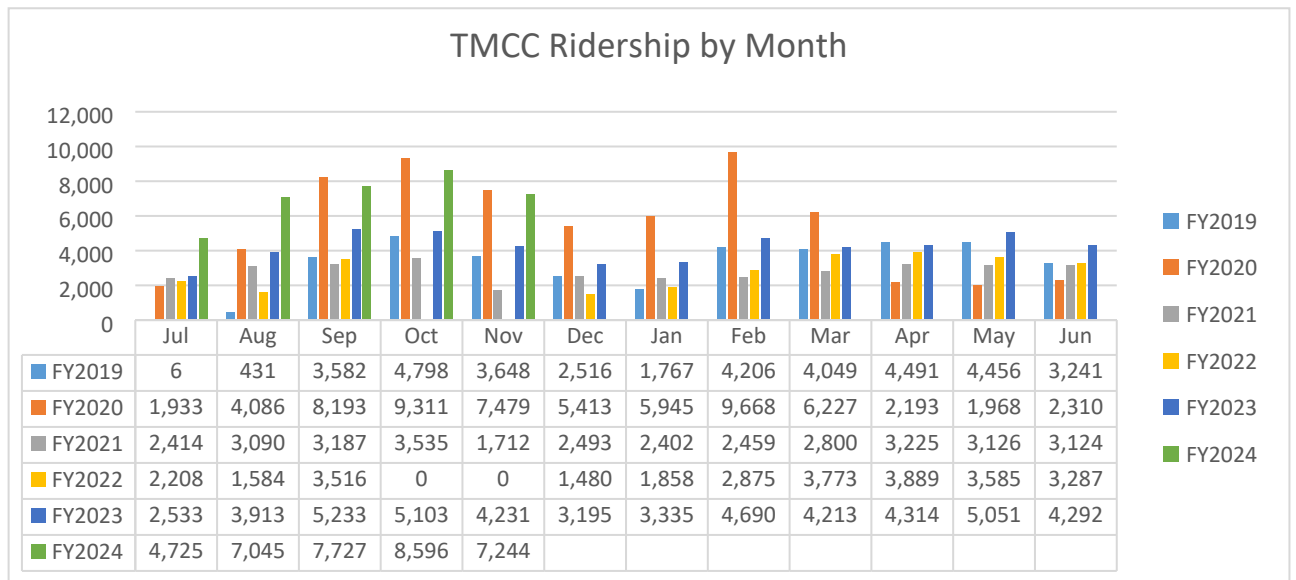
#### TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools added 6 new starts to rise to 328. We added all 6 from the Lake Tahoe area including Palisades Tahoe and Granite Peak. We continue to work with the Lake Tahoe folks to start more vanpools. Both the Truckee North Tahoe TMA (Transportation Management Association) and South Shore TMA have received grants to give further subsidies to help the vanpools.
- Staff participated in our Stuff a Bus on December 7<sup>th</sup>.
- Staff had a table at the UNR men's basketball game on December 30<sup>th</sup>.



Ridership numbers from the ED Pass Program through the month of November 2023:

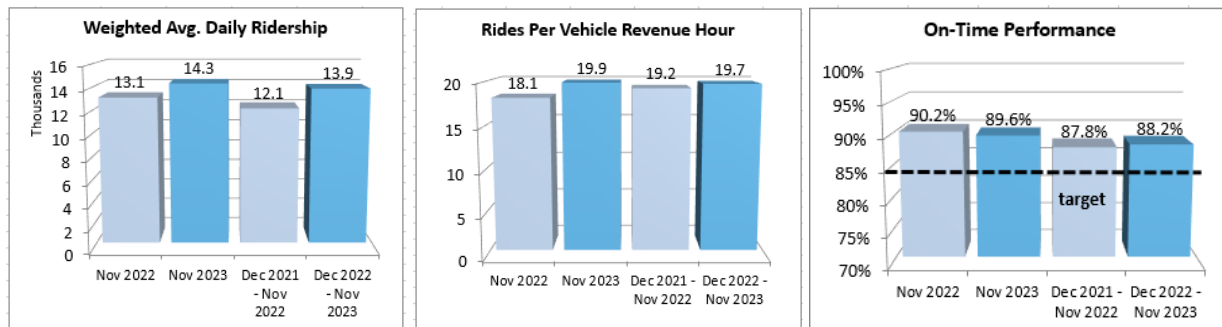




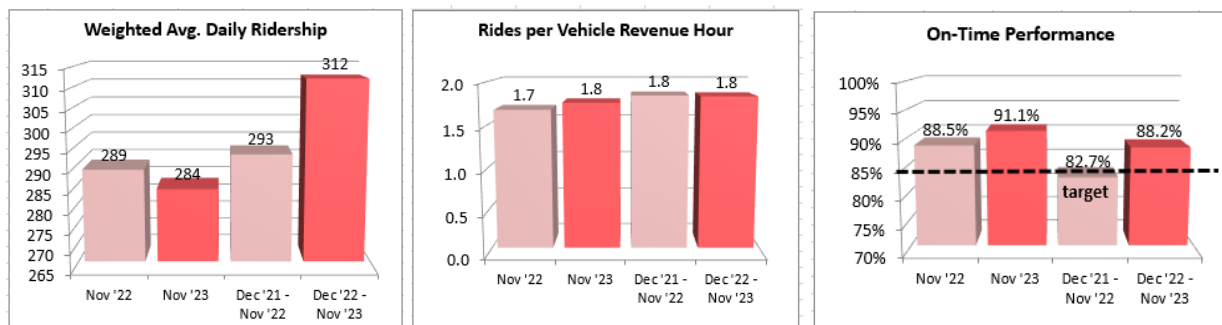
- UNR had its highest ridership for November with TMCC having its second highest ridership for November.

### NOVEMBER 2023 TRANSIT PERFORMANCE

#### RTC RIDE

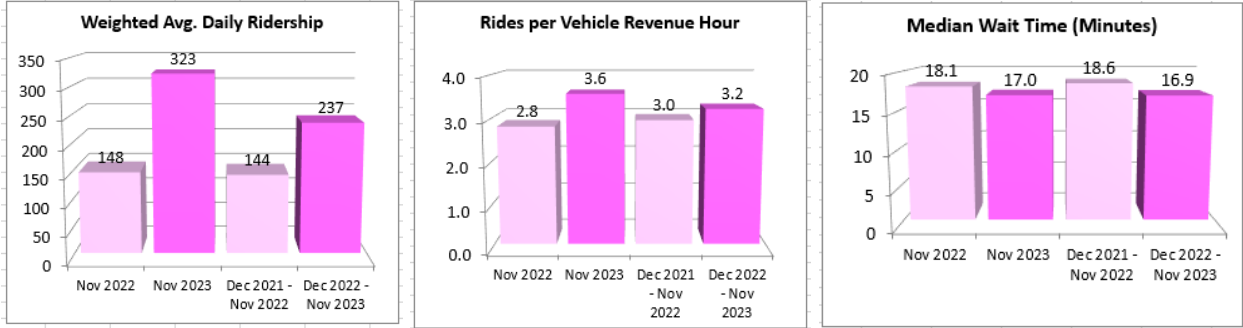


#### RTC ACCESS

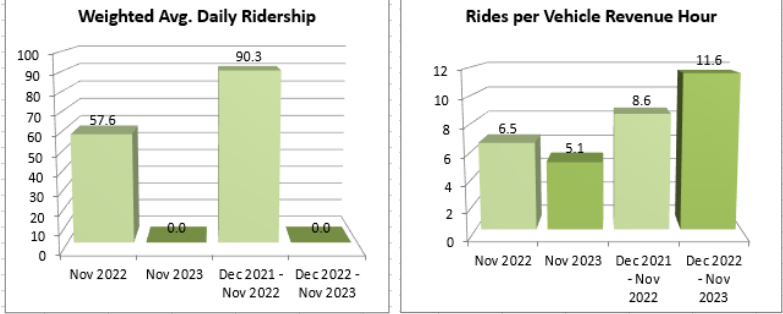




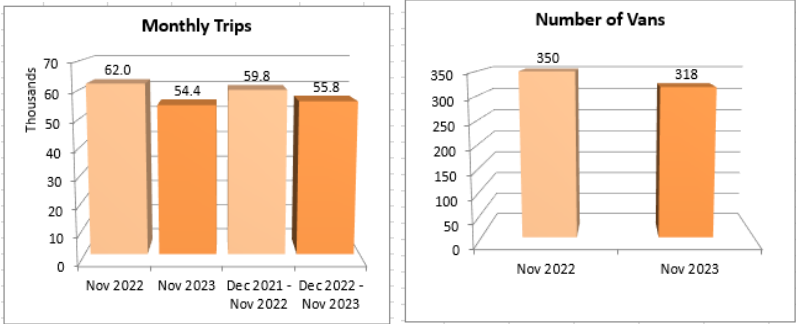
RTC FlexRIDE



TART



RTC VANPOOL





## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.2.6

To: Regional Transportation Commission

From: Josh MacEachern, Public Information Officer

**SUBJECT: Community and Media Outreach Activities**

### **RECOMMENDED ACTION**

Acknowledge receipt of the monthly Outreach Activities Report.

### **BACKGROUND AND DISCUSSION**

#### Outreach Activities

Josh MacEachern, Project Manager

Status: RTC staff conducted the following outreach activities from December 1 – December 31

12/7/23 – Stuff a Bus Food Drive

12/7/23 – Keystone Bridge Project Public Meeting

12/30/23 – Fresno Pacific/Nevada Basketball Tabling

#### Media Relations & Social Media

Josh MacEachern, Project Manager

Status: The RTC issued nine news releases:

12/1/23 – Construction, Closures on Oddie Wells Week of December 4

12/4/23 – Help RTC Stuff A Bus with Food for the Community

12/4/23 – Keystone Bridge Public Meeting

12/23/23 – Keystone Bridge Public Meeting Recap

12/13/23 – RTC Stuffs A Bus with Food for the Community

12/14/23 – RTC Receives Funding for Sixth Street Improvements

12/18/23 – Call for Projects Enhancing Mobility for Seniors and Those with Disabilities

12/21/23 – RTC Holiday Hours and Route Changes

12/29/23 – RTC Offers Free Rides on New Years

---

RTC received media coverage for Sixth Street grant award, Stuff A Bus, Holiday Transit Hours, Free Rides on New Year's Eve, and the arrival of our first two hydrogen buses.

Social Media engagement and reach has increased across all platforms.

#### Informational Materials and Video Production

Paul Nelson, Project Manager

Status: Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about FlexRIDE, Safe Routes to School Poster Contest, New Year's Eve Free Rides, and the new RTC Website.

#### **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:** 1/19/2024

**Agenda Item:** 4.3.1

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

**SUBJECT: Regional Road Impact Fees - Annual Indexing**

### **RECOMMENDED ACTION**

Acknowledge receipt of information regarding an automatic annual increase of 4.2% 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.

### **BACKGROUND AND DISCUSSION**

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

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

Pursuant to NRS 278B.255 and the Ordinances, the impact fees are to be increased automatically every twelve months by the RTC RRIF Administrator, provided that no increase shall occur within a twelve-month period following action by the local government to (i) adopt any revisions to the land use assumptions regarding the impact fees; (ii) adopt any revisions to the RRIF capital improvement plan; or (iii) otherwise increase the impact fees. The current impact fees were established by adoption of the 7th Editions of the General Administrative Manual and the Capital Improvements Plan - Year 1 Indexing dated January 31, 2023. There has been no action to increase the impact fees since then. Therefore, this automatic annual increase can and will occur and become effective on February 1, 2024.

Pursuant to NRS 278B.255 and the Ordinances, the amount of the increase is equal to the lesser of (1) 4.5%, or (2) the rolling five-year average of the percent increase of the Consumer Price Index (CPI) for West Urban Consumers data from the U.S. Bureau of Labor Statistics. Based on the index for 2019 through 2023, the impact fees will be increased by 4.2%. The calculations are reflected in Attachment A.

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The new fee schedule is shown in Attachment A. The RTC RRIF Administrator will make administrative revisions to the 7th Editions of the General Administrative Manual and the Capital Improvements Plan to reflect the new fee schedule effective February 1, 2024.

### **FISCAL IMPACT**

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

### **PREVIOUS BOARD ACTION**

1/20/2023      Acknowledged 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.

**Consumer Price Index for All Urban Consumers (CPI-U)**  
**Original Data Value**

**Series Id:** CUUR0400SA0

**Not Seasonally Adjusted**

**Series Title:** All items in West urban, all urban consumers, not

**Area:** West

**Item:** All items

**Base Period:** 1982-84=100

**Years:** 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237.000	236.153	236.096	235.824	235.093	236.555
2014	236.707	237.614	239.092	239.808	241.350	241.616	241.850	241.660	241.920	241.650	240.220	239.095	240.215	239.365	241.066
2015	238.318	239.748	241.690	242.302	244.227	244.332	245.040	244.737	244.257	244.341	243.749	243.434	243.015	241.770	244.260
2016	244.600	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.250	249.161
2017	250.814	252.252	252.949	253.806	254.380	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365
2018	258.638	259.986	260.994	262.037	263.240	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089
2019	265.624	266.215	267.370	269.522	270.880	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.350	268.428	272.272
2020	273.340	274.412	273.995	272.913	273.062	274.155	275.597	276.443	276.422	276.876	276.875	276.593	275.057	273.646	276.468
2021	277.238	278.702	280.625	283.507	285.793	288.263	289.863	290.393	291.053	293.397	294.986	296.102	287.494	282.355	292.632
2022	298.705	301.158	305.082	307.145	309.645	313.496	313.951	314.013	315.094	317.299	315.919	314.599	310.509	305.872	315.146
2023	317.477	319.130	320.715	322.187	323.525	324.448	324.865	326.234	327.491	327.708	326.299			321.247	

**Consumer Price Index for All Urban Consumers (CPI-U)**  
**12-Month Percent Change**

**Series Id:** CUUR0400SA0

**Not Seasonally Adjusted**

**Series Title:** All items in West urban, all urban consumers, not

**Area:** West

**Item:** All items

**Base Period:** 1982-84=100

**Years:** 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	1.7	2.0	1.5	1.3	1.3	1.5	1.9	1.5	1.3	0.9	1.3	1.8	1.5	1.5	1.4
2014	1.7	1.3	1.5	1.8	2.3	2.3	2.3	2.1	2.0	2.0	1.7	1.3	1.9	1.8	1.9
2015	0.7	0.9	1.1	1.0	1.2	1.1	1.3	1.3	1.0	1.1	1.5	1.8	1.2	1.0	1.3
2016	2.6	2.1	1.5	1.8	1.5	1.6	1.4	1.5	2.0	2.3	2.3	2.5	1.9	1.9	2.0
2017	2.5	3.0	3.1	2.9	2.6	2.5	2.5	2.7	2.9	2.9	3.1	3.1	2.8	2.8	2.9
2018	3.1	3.1	3.2	3.2	3.5	3.6	3.6	3.6	3.4	3.5	3.3	3.1	3.3	3.3	3.4
2019	2.7	2.4	2.4	2.9	2.9	2.7	2.7	2.6	2.6	2.8	2.8	2.8	2.7	2.7	2.7
2020	2.9	3.1	2.5	1.3	0.8	1.2	1.7	1.9	1.6	1.2	1.4	1.5	1.7	1.9	1.5
2021	1.4	1.6	2.4	3.9	4.7	5.1	5.2	5.0	5.3	6.0	6.5	7.1	4.5	3.2	5.8
2022	7.7	8.1	8.7	8.3	8.3	8.8	8.3	8.1	8.3	8.1	7.1	6.2	8.0	8.3	7.7
2023	6.3	6.0	5.1	4.9	4.5	3.5	3.5	3.9	3.9	3.3	3.3		4.4	5.0	
													4.2		

**ATTACHMENT A**  
**7th Edition Regional Road Impact Fee Consumer Price Index Automatic Adjustment Year 2**

		7th Edition Year 1 Indexing				7th Edition Year 2 Indexing (Projected 4.2% Increase)			
		Current Fee Schedule				Proposed Fee Schedule			
		North Service Area		South Service Area		North Service Area		South Service Area	
		\$267.95 per VMT		\$261.35 per VMT		\$279.20 per VMT		\$272.33 per VMT	
Land Use	Unit	VT/Unit	Cost Per Unit	VT/Unit	Cost Per Unit	VT/Unit	Cost Per Unit	VT/Unit	Cost Per Unit
Residential									
Single-Family	Dwelling	20.36	\$5,455.46	19.11	\$4,994.40	20.36	\$5,684.51	19.11	\$5,204.23
Multi-Family	Dwelling	12.97	\$3,475.31	12.18	\$3,183.24	12.97	\$3,621.22	12.18	\$3,316.98
Industrial									
General Light Industrial	1,000 GFA	6.48	\$1,736.32	6.08	\$1,589.01	6.48	\$1,809.22	6.08	\$1,655.77
Manufacturing	1,000 GFA	5.14	\$1,377.26	4.82	\$1,259.71	5.14	\$1,435.09	4.82	\$1,312.63
Warehouse	1,000 GFA	2.27	\$608.25	2.13	\$556.68	2.27	\$633.78	2.13	\$580.06
Min-Warehouse	1,000 GFA	1.97	\$527.86	1.85	\$483.50	1.97	\$550.02	1.85	\$503.81
Commercial/Retail									
Commercial/Retail	1,000 GFA	29.43	\$7,885.77	27.63	\$7,221.10	29.43	\$8,216.86	27.63	\$7,524.48
Eating/Drinking Places	1,000 GFA	29.43	\$7,885.77	27.63	\$7,221.10	29.43	\$8,216.86	27.63	\$7,524.48
Casino/Gaming	1,000 GFA	60.17	\$16,122.55	56.48	\$14,761.05	60.17	\$16,799.46	56.48	\$15,381.20
Office and Other Services									
Schools	1,000 GFA	16.83	\$4,509.60	15.80	\$4,129.33	16.83	\$4,698.94	15.80	\$4,302.81
Day Care	1,000 GFA	16.83	\$4,509.60	15.80	\$4,129.33	16.83	\$4,698.94	15.80	\$4,302.81
Lodging	Room	4.38	\$1,173.62	4.11	\$1,074.15	4.38	\$1,222.90	4.11	\$1,119.28
Hospital	1,000 GFA	14.01	\$3,753.98	13.15	\$3,436.75	14.01	\$3,911.59	13.15	\$3,581.14
Nursing Home	1,000 GFA	8.68	\$2,325.81	8.14	\$2,127.39	8.68	\$2,423.46	8.14	\$2,216.77
Medical Office	1,000 GFA	45.47	\$12,183.69	42.68	\$11,154.42	45.47	\$12,695.22	42.68	\$11,623.04
Office and Other Services	1,000 GFA	12.73	\$3,411.00	11.95	\$3,123.13	12.73	\$3,554.22	11.95	\$3,254.34
Regional Recreational Facility	Acre	1.02	\$273.31	0.96	\$250.90	1.02	\$284.78	0.96	\$261.44





## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.3.2

To: Regional Transportation Commission

From: Bryan Byrne, Project Manager

**SUBJECT: Arlington Avenue Bridges NEPA/Design/EDC Project PSA Amendment No. 1**

### **RECOMMENDED ACTION**

Approve Amendment No. 1 to the contract with Jacobs Engineering Group, Inc., for additional services related to coordination and design effort associated with the Construction Manager At Risk (CMAR) project delivery method for the Arlington Avenue Bridges Project, in the amount of \$1,178,167, for a new total not-to-exceed amount of \$4,395,748.

### **BACKGROUND AND DISCUSSION**

On December 20, 2021, the RTC and Jacobs executed an agreement for engineering design services related to the Arlington Avenue Bridges NEPA/Design/EDC Project ("Project"). Initially encompassing environmental documentation, project design, and coordination for a Design-Bid-Build project, the project has undergone a shift in its delivery method to a Construction-Manager-At-Risk (CMAR) approach. This amendment necessitated design modifications for the final design package, broadens public involvement, and increases Project coordination.

On June 16, 2023, the RTC Board authorized staff to pursue efforts to deliver the Arlington Bridges Project using the CMAR project delivery method in an effort to potentially condense the construction schedule to one season instead of two to achieve costs savings and reduce impacts to the Truckee River and surrounding park access. The CMAR delivery method offers value in terms of potential innovative construction solutions and aesthetic design, reductions in permitting risk, and improved understanding and pricing of construction risk. At that time, staff also identified additional upfront expenditures associated with the CMAR delivery method during the pre-construction phase, including the costs of the construction manager, the Independent Cost Estimator (ICE), the design team, and other consultant support.

On October 20, 2023, the RTC Board approved contracts with Granite Construction Inc. ("Granite") for CMAR pre-construction services, and with Innovative Contracting and Engineering LLC ("ICE Team") for independent cost estimating services related to the Project.

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This amendment, Amendment No. 1, provides \$1,178,167 to Jacobs to fulfill all tasks associated with the revised delivery approach including additional design hours, CMAR coordination efforts, and design modifications resulting from the CMAR's construction innovations. Additional details can be found in the recitals within the attached amendment. All other provisions of the contract shall remain in full effect.

The design and pre-construction activities remain on-schedule. The current project schedule is:

- Final Design Completed: May 2024
- Construction Price Bidding Completed: June 2024
- Construction Service Agreement: July 2024
- RAISE Grant Obligation Deadline: October 2024
- Construction Begins: Spring 2025

### **FISCAL IMPACT**

Federal Funding (99.3%) and local Fuel Tax (0.7%) appropriations are included in the FY 24 Capital Budget for this action.

### **PREVIOUS BOARD ACTION**

12/17/2021    Approved a contract with Jacobs Engineering Group, Inc. (Jacobs), for environmental and engineering services for the Arlington Avenue Bridges Replacement Project, in an amount not-to-exceed \$3,217,581.

## AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County ("RTC") and Jacobs Engineering Group, Inc. ("Consultant") entered into an agreement dated December 20, 2021. This Amendment No. 1 is dated and effective as of January 19, 2024.

### RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to perform engineering services in connection with the Arlington Avenue Bridges NEPA/Design/EDC Project (the "Project"); and

WHEREAS, the project delivery method has transitioned from the conventional design-bid-build to a Construction-Manager-At-Risk ("CMAR") model; and

WHEREAS, additional services are needed to complete the final design package for the project. There are extra design efforts and services, totaling \$288,770.00, within the original scope of services. There are additional CMAR related services, totaling \$242,408.00 (as indicated in Task 11.0). There is a budget of up to \$646,989.00 for redesign efforts, if any, resulting from the CMAR process (outlined in Tasks 1.0 – 9.0).

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

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

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

Total Services (Tasks 1.0 to 9.0)	\$4,056,840
Contingency (Task 10.0)	\$96,500
<u>CMAR Coordination (Task 11.0)</u>	<u>\$242,408</u>
Total Not-to-Exceed Amount	\$4,395,748

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

4. All other provisions of the Agreement shall remain in full force and effect.

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

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REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

JACOBS ENGINEERING GROUP, INC.

By: \_\_\_\_\_  
Ken Gilbreth, P.E., Vice President/Client Account  
Manager

## **Exhibit A**

### **Scope of Services**

#### **INTRODUCTION**

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno, Federal Highway Administration (FHWA), United States Army Corps of Engineers (USACE), Nevada Department of Transportation (NDOT), and Truckee River Flood Management Authority (TRFMA), have begun the process to replace the two structurally deficient bridges over the Truckee River on Arlington Avenue, the Arlington Avenue Bridges Project (Project). The RTC completed a Feasibility Study for the Project, which compiled input from public and technical community members, organized and monitored input from stakeholder and technical advisory meetings, and summarized the development of conceptual bridge alternatives. The study also presented order-of-magnitude construction costs for each alternative and informed this scope for the next project phase, including environmental and engineering tasks.

RTC began this project as a typical design-bid-build project delivery method, but switched to Construction-Manager-At-Risk (CMAR) in October 2023. CONSULTANT will complete the National Environmental Policy Act (NEPA) process, with the FHWA as the Lead Agency. This scope includes those elements necessary to complete the NEPA process, including performing an alternatives analysis for the build/no-build preferred alternative from the Feasibility Study and advancing it to 30% design. After the NEPA process, the CONSULTANT shall complete the final design. The RTC will execute Amendment #2 with CONSULTANT to cover Engineering Services During Construction, completing record drawings, and Construction Staking once the RAISE Grant Funds have been obligated in mid-2024. RTC will advertise a separate RFP to cover Construction Management Services for the construction of bridges.

The Regional Transportation Plan (RTP) currently shows the construction of these improvements completed in the 2026 time period. The estimated total cost of the improvements in the 2050 RTP is \$25 million. RTC has allocated federal funds for the project and has executed a Local Public Agency (LPA) agreement with NDOT to administer federal funds.

#### **BACKGROUND**

The Arlington Avenue Bridges Project is in the Riverwalk District portion of downtown Reno. Numerous community-level plans have been developed that help to guide or direct the engineering requirements and design themes of the proposed bridge replacement project. These prior planning milestones, including the 2009 City of Reno TRAction Visioning Project, 2017 City of Reno Downtown Action Plan, 2018 ReImagined Reno-Planning for the Future, 2019 City of Reno Downtown Streetscape Design Manual, and One Truckee Plan, and their stated relationship to the Project are summarized within the Feasibility Study.

The Arlington Avenue Bridges span the Truckee River in downtown Reno. The bridges connect the north side of the Truckee River to Wingfield Park, a natural island within the river, to the south side of the Truckee River. The north structure was built in 1921, and the south structure was built in 1938. The bridges were rehabilitated in 1967 and are identified by NDOT as bridges B-1531 (south) and B-1532 (north). Constructed as a concrete tee beam bridge, the largest span in the north bridge measures 40 feet, and the total north bridge length is 122 feet and 76 feet wide. The south bridge is a rigid frame structure with a clear span of 48 feet and a width of 60 feet. The bridges support an average daily traffic

volume of approximately 13,000 trips. Travel across the structures includes two lanes (one lane in each direction) with a center two-way left-turn lane, bike lanes, and a transit stop in each direction between the two bridges.

The traffic operations of Arlington Avenue within the proposed project area were evaluated most recently as part of the Feasibility Study. The results from the study indicate that with one lane in each direction, the roadway segment operates at a Level of Service of E during the future based on 2040 traffic volumes. The Arlington Avenue Bridges traverse the City of Reno's Wingfield Park, including green areas, an amphitheater, picnic areas, the Truckee River White Water Park, and other public park features. The Project seeks to maintain and promote connectivity to these local features while improving safety for all modes of travel.

The Arlington Avenue Bridges pass through various geographical features, human and natural resources, water conveyances (Truckee River), and existing infrastructure. Construction of these improvements will require detailed coordination with numerous agencies and public utility entities. Several potential actions are foreseeable that would require federal agency review and become a nexus for the National Environmental Policy Act (NEPA) processes. The Feasibility Study identified regulatory requirements that establish the baseline for permitting requirements on the project. Agencies that will require permit coordination include, but are not limited to, the USACE, the Nevada Division of Environmental Protection, and the Nevada Division of State Lands.

## **GENERAL REQUIREMENTS**

The work provides environmental and professional engineering services to advance the Project through the NEPA process and develop a package to advertise for construction. The work shall follow the requirements of NDOT's LPA manual, which can be accessed using the following link:

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

The Feasibility Study followed a Planning and Environmental Linkages approach (PEL). It represents a collaborative and integrated methodology that uses the information, analysis, and products developed during planning to inform the environmental review process. The PEL study serves as the foundation for this scope of services, and the recommended alternative shall be carried forward to accelerate the environmental analysis and save time in implementing the Project since construction funds are identified. The CONSULTANT is familiar with the Feasibility Study, previous outreach efforts, decisions made, and recommendations to help streamline the NEPA process. The Feasibility Study can be downloaded using the following link:

<https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/>

This scope assumes that the PEL results, notably the Purpose and Need and Preferred Alternative, will be carried forward into the EA with no or minor revision.

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

- November 2021 - Enter into an agreement with the CONSULTANT for design, environmental, permitting, bidding, and engineering services during construction, including construction staking. Carry forward PEL information and start additional environmental review.
- May 2022 – 30% Design Submittal; Bridge Type Selection Report

- July 2022 – Begin formal permit submittal process
- November 2022 – 60% Design Submittal (Plans, Specifications, and Estimate)
  - Landscaping and Aesthetic concept finalized before submittal
- January 2023 – NEPA Complete, Environmental Clearance Obtained
- June 2023 – 90% Design Submittal (Plans, Specifications, and Estimate)
- August 2023 – 100% Design Submittal Package for Bidding
- September to November 2023 – Issue Invitation for Bids and award construction contract
- December 2023 – Start construction

## **SCOPE OF SERVICES**

### **Task 1 Project Management**

The Project work shall include project management by the CONSULTANT. The CONSULTANT shall provide a project manager responsible for the project's timely completion and to liaison with the RTC Project Manager. The CONSULTANT will retain the same project manager for the entire project duration to the extent practicable. If the CONSULTANT Project Manager is briefly absent, the CONSULTANT shall name a suitable substitute to be approved by the RTC Project Manager. The CONSULTANT Project Manager shall be the main point of contact on the Project and shall attend all Project meetings and coordinate all aspects of the Project. The CONSULTANT shall also name task leads for each major task or discipline. The CONSULTANT Project Manager and task leads may not be changed without specific written authorization from the RTC Project Manager.

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

CONSULTANT will provide project management services for the scope of work for the duration of the project assumed to be November 2021 through October 2023, approximately twenty-four (24) months for the design and permitting. Project management includes project setup and administration, including preparation and execution of sub-consultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation and monthly updates of the project schedule, continued management of sub-consultants, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout.

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager will also maintain communication, as appropriate, with local, state, federal, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. The

CONSULTANT Project Manager will coordinate with task leads to discuss the project's progress and identify issues and action items to be addressed.

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

#### CMAR Project Management

The original scope and fee assumed the 90% Design Submittal would occur in June 2023, but was not completed until September 29, 2023. In addition, the original scope and fee assumed the 100% Design would be submitted in August 2023, with construction beginning December 2023.

The 100% Submittal is now scheduled for March 2024, and construction anticipated to begin March, 2025, for an additional 14 months of time. The Project has also been converted to a CMAR Project.

Additional fee assumptions: 20 hrs/month for general Project Management, 8 hrs/month Project Accountant, and 8 hrs/month for Project Assistant.

### 1.1 Project Management Meetings

#### 1.1.1 Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with RTC, Washoe County, City of Reno, and other agency staff (as appropriate), to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Seven (7) CONSULTANT staff will attend the meeting. The CONSULTANT will prepare a meeting agenda and PowerPoint presentation, take and distribute meeting minutes, and track concerns about the project from the attendees.

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

#### 1.1.2 Design Review Committee Meetings

The CONSULTANT will facilitate sixteen (16) Design Review Committee (DRC) Meetings to discuss the design progress, upcoming milestones, scope, critical path schedule, budget, risk status, key technical issues by discipline, and make informed decisions. The DRC will also discuss permitting, value engineering, risk, and constructability. The DRC will also meet before public informational meetings to review materials and essential public input to achieve an appropriate balance between impacts, function, and cost that leads to broad support of the community. Members of the DRC will include the Project Manager, task leads (as appropriate) from the CONSULTANT, the RTC Project Manager, City of Reno, NDOT, FHWA, and utility companies. Local developers, nearby property owners, citizens groups, and area residents will be chosen to participate in the Stakeholder Working Group described under Task 2.5. Committee members will be chosen to ensure both the technical (bridge design, hydraulics) and non-technical (aesthetics, art) elements of the Project are covered. The CONSULTANT will prepare an agenda and distribute meeting notes and an action item log, identifying the person responsible for resolving each item and the expected completion date via email. It is anticipated that up to four (4) total CONSULTANT and Sub-consultant staff will attend the Design Review Committee Meetings.



### 1.1.3 Project Management Coordination Meetings

CONSULTANT Project Manager and RTC Project Manager will hold a weekly 1-hour coordination meeting with an open agenda to provide an update/status to the RTC Project Manager.

### Task 1.1.3 CMAR Project Management Coordination Meetings

The original scope included weekly meetings between the CONSULTANT Project Manager and RTC Project Manager. The CONSULTANT Structures Task Manager and Environmental Task Manager were added to these meetings to better facilitate timely communication on status of work efforts these disciplines.

Additional fee assumptions: Meetings will continue for the additional 14 months only twice a month with the CONSULTANT Project Manager and Structures Task Manager.

### 1.1.4 Internal Design Coordination Meetings

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

### 1.1.5 Project Management Plan (PMP)

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

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

### 1.1.6 Quality Management Plan (QMP)

CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Arlington Avenue Bridges Project. A project Quality Manager will be assigned who will be responsible for developing and implementing the plan and provide initial training. The QMP will apply to both prime and sub-consultant team members. An independent quality review will be performed on each design deliverable when submitting the 30%, 60%, 90% milestone packages and Final Bid Documents.

### 1.1.7 File and Document Management

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

## 1.2 Deliverables

- Monthly Invoices that show staff names, hours, classifications, and billing rates, for each month of the anticipated project schedule
- Monthly Progress Reports to be included with the invoices

- Schedule updates, as necessary
- Meeting Agenda & Minutes for Kickoff Meetings
- Meeting Agenda, Minutes and Action Item Log for Design Review Committee Meetings
- Project Management Plan preparation and as-needed updates
- Quality Management Plan

## **Task 2 Public and Agency Involvement**

### **2.1 Public Outreach and Involvement Plan**

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

### **2.2 Public Informational Meetings**

Public Information Meetings will be held with residents, property owners adjacent to the project, stakeholders, and other public members to discuss project limits, scope, tentative schedule, access, public notification requirements, and concerns of adjacent properties. It is anticipated there will be four (4) public information meetings and three (3) preparation meetings with RTC staff before each of the four public information meetings. Media placement will be coordinated through the RTC Communications Team. CONSULTANT Project Manager, Design Manager, Public Information Specialist, and up to two (2) additional CONSULTANT staff will attend the public meetings as appropriate. CONSULTANT will provide up to eight (8) total display boards, a PowerPoint presentation, a survey for pointed feedback and open comments, and a project factsheet handout for each public information meeting. Along with in-person meetings, the CONSULTANT will prepare an interactive, virtual meeting website for each public meeting to allow additional access to the public meeting materials.

CONSULTANT will research and assist in reserving a venue, with RTC paying any venue usage costs directly. CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. The RTC will provide translation to Spanish. The RTC will use the Mailing Database prepared by the CONSULTANT under Task 2.3 to print, address, and mail post cards, including postage costs, themselves. Additionally, public meetings will be promoted on the project website and social media by the RTC. Public Information Meetings will be livestreamed on Facebook by the RTC Communications Team.

CONSULTANT will attend up to three (3) events hosted in Wingfield Park during 2022, including Artown and the Reno River Festival. For each event, two CONSULTANT staff will host a table with project information and a project input survey for six hours to obtain additional public input.

CONSULTANT will develop up to fifteen (15) total combined renderings using a recent photo background (assumes six for each bridge plus three additional).

### **2.3 Mailing Database**

CONSULTANT will update and maintain the mailing database created during the Feasibility Study to ensure a strategic and comprehensive list. The CONSULTANT is to include property owners within 500-feet of the project corridor obtained from the County Assessor's Office. The CONSULTANT will obtain lists of homeowner's associations/neighborhood associations within the project area. The stakeholder database will include project team members, elected officials, businesses, agencies, residents, community organizations, and media. The database will include the owner's name and physical property location for property owners and mailing and email addresses for elected officials and other key stakeholders. The database will be Microsoft Excel based and be updated before each public meeting.

## 2.4 Website / Digital Outreach

The CONSULTANT will establish and secure a domain name and maintain the Arlington Avenue Bridges Project website. The website will be updated monthly, at a minimum, and more often as project activity requires until the RTC secures a Construction Manager. Project information maintained on the website will include project descriptions, project photos, e-mail sign-up, comment page, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices, and public meeting information. The website will include links to the RTC Home Page and any project-related videos, including "The Road Ahead" television segments and the livestream recordings from the public meetings. The website will be designed using WordPress, and the RTC Communications Team will approve all content before it is available to the public.

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

The CONSULTANT will not be responsible for providing public meeting notices to newspapers and television news media. The RTC Communications Team will provide these services and post announcements and project updates to social media such as FaceBook.

The Project logo and branding developed during the Feasibility Study will continue to be used on all project materials to provide a consistent look.

## CMAR Public Involvement

Taking over responsibility of the website after previous subconsultant was released from the project. The website needs to be rebuilt to be functional and allow easy translation to Spanish. Once rebuilt, an estimated 4 hours a month for the remaining 14 months of design.

## 2.5 Aesthetics Stakeholder Working Group

The CONSULTANT will assemble and manage a Stakeholder Working Group that includes members of the Design Review Committee, developers, adjacent property owners, citizens groups, and area residents to develop and implement a landscape and aesthetics plan that is sustainable and meets the community goals defined in the Feasibility Study. It is anticipated that three (3) SWG meetings will be held and attended by four (4) CONSULTANT staff as appropriate.

The CONSULTANT will create a proprietary interactive Build-A-Bridge application that will allow the public to pick their choice of available aesthetic options to assist in reaching a consensus.

## 2.6 Additional Outreach Efforts

Additional public outreach will include nearby residents, businesses, organizations that frequent Wingfield Park, and Ward 1 and Ward 5 Neighborhood Advisory Boards as Arlington Avenue is the dividing line between them. These efforts shall be coordinated with the RTC Communications Team. Public involvement and outreach activities to communicate proposed Project improvements include the following:

### 2.6.1 Regional Transportation Commission Board Meetings

CONSULTANT will provide a PowerPoint presentation to the RTC Project Manager and the CONSULTANT Project Manager shall attend up to four presentations to the RTC Board of Commissioners.

CONSULTANT Project Manager and Design Manager will attend the RTC Board Meetings to support the RTC Project Manager during Project presentations and assist in responding to questions from the RTC Board Members. A total of four (4) meetings are anticipated.

### 2.6.2 Washoe County Board of Commissioners Meetings

CONSULTANT will provide a PowerPoint presentation to RTC Project Manager and attend the presentation made by RTC to the Washoe County Board of Commissioners (assumed four meetings).

### 2.6.3 Reno City Council Meetings

CONSULTANT will provide a PowerPoint presentation to RTC Project Manager and attend the presentation made by RTC to the Reno City Council (assumed four meetings). Three (3) additional preparation meetings for each of the four Reno City Council Meetings are budgeted to prepare and coordinate with City of Reno staff before each Reno City Council meeting.

### 2.6.4 Ward 1 and Ward 5 Neighborhood Advisory Board Meetings

CONSULTANT will provide a PowerPoint presentation to RTC Project Manager and attend the presentation made by RTC to the Ward 1 and Ward 5 Neighborhood Advisory Board (NAB) Meetings. It is assumed three (3) presentations will be made to each Ward 1 and Ward 5 NAB.

## 2.7 Deliverables

- Draft Public Outreach and Involvement Plan
- Final Public Outreach and Involvement Plan
- Preparation and Attendance at four (4) Public Information Meetings
- Preparation and Attendance at three (3) Wingfield Park Events
- Recorded Presentation and Survey for each of the four (4) Public Information Meetings

- Mailing Database
- Project website with secure domain name
- Aesthetics Stakeholder Working Group Meetings (three (3))
- Build-A-Bridge
- Presentation Material and Attendance at four (4) RTC Board Meetings
- Presentation Material and Attendance at four (4) total Washoe County Board of Commissioners
- Presentation Materials and Attendance at four (4) Reno City Council Meetings; Three preparation meetings with RTC and City of Reno Staff prior to each of the four council meetings
- Presentation Material and Attendance at three (3) each Ward 1 and Ward 5 Neighborhood Advisory Board Meetings.

### **Task 3 Project Development**

#### **3.1 Geotechnical Investigation**

CONSULTANT will research existing geotechnical studies and reports, perform a geotechnical investigation/analysis to include a field review of existing conditions, review existing geotechnical information.

CONSULTANT will perform field and laboratory investigations and analyses to provide complete geotechnical reports and final geotechnical design recommendations for the Arlington Avenue Bridges Project.

##### **3.1.1 General assumptions**

The following assumptions have been made in the preparation of this cost proposal:

- The geotechnical investigation will be performed in two mobilizations. Borings SB-21-01 through SB-21-04 will not require environmental permitting and will be drilled in one mobilization (Winter 2021-2022). Due to the need for an environmental permit, SB-22-05 will be drilled later (likely Spring 2022).
- Research of existing geotechnical studies and as-built plans will be completed during the preliminary investigation phase.
- To limit nighttime disturbances and to abide by the City of Reno's noise ordinance, it is assumed that all field work will be performed during normal business hours (Monday through Friday, 7 AM to 7 PM) during Winter 2021-2022.
- Field work will be coordinated such that at least one lane of travel will be permitted in each direction, and flaggers are not required.
- The geotechnical sub-consultant will obtain a City of Reno encroachment permit with permit fees waived.
- An NDOT encroachment permit is not needed.
- The CONSULTANT will obtain environmentally-related permits. It is assumed that SB-22-05 will require an environmental permitting process (Assumed 40 hours to obtain permit).

##### **3.1.2 General Field Exploration Preparation and Information**

Before initiating the subsurface exploration, the CONSULTANT will contact USA North to determine the location of existing utilities. CONSULTANT will take standard precautions to lower the risk of damaging underground structures; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures. Our fee is not adequate to compensate for damage or disruption of service and repair costs. If insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the client.

It is assumed an encroachment permit from the City of Reno will be required for this work, and the permit fees will be waived. Geotechnical sub-consultant will determine traffic control measures that are amicable to the City of Reno and for the safety of our field personnel. A traffic control plan and set up will be subcontracted through Silver State Barricade & Sign.

We anticipate that borings will be located within the paved roadway. Borings located within the existing roadway will be backfilled per NDEP and capped using a high-strength concrete patch. Excess cuttings resulting from the drilled borings and cores will be hauled off-site. Cores will be backfilled with tamped soil cuttings and patched with a high-strength concrete patch.

#### 3.1.3 Schedule & Traffic Control

The coring investigation will be performed in one (1) working day; the borings will be performed in five (5) working days. Due to anticipated traffic, the coring and borings will not be performed concurrently.

#### 3.1.4 Field Exploration

Consistent with AASHTO LRFD BDS Table 10.4.2-1, sonic borings will be proposed at each bridge support (north and south abutments, middle pier). Geophysical testing will be performed to determine the shear wave velocity in the upper 100 feet. Borings SB-21-01 through SB-21-04 will not require environmental permitting and will be drilled in one mobilization. Due to the need for an environmental permit, SB-22-05 will be drilled at a later date.

Additionally, three asphalt cores will be performed within the rehabilitated/ reconstructed pavement section.

Figure 1 presents the proposed exploration location map.

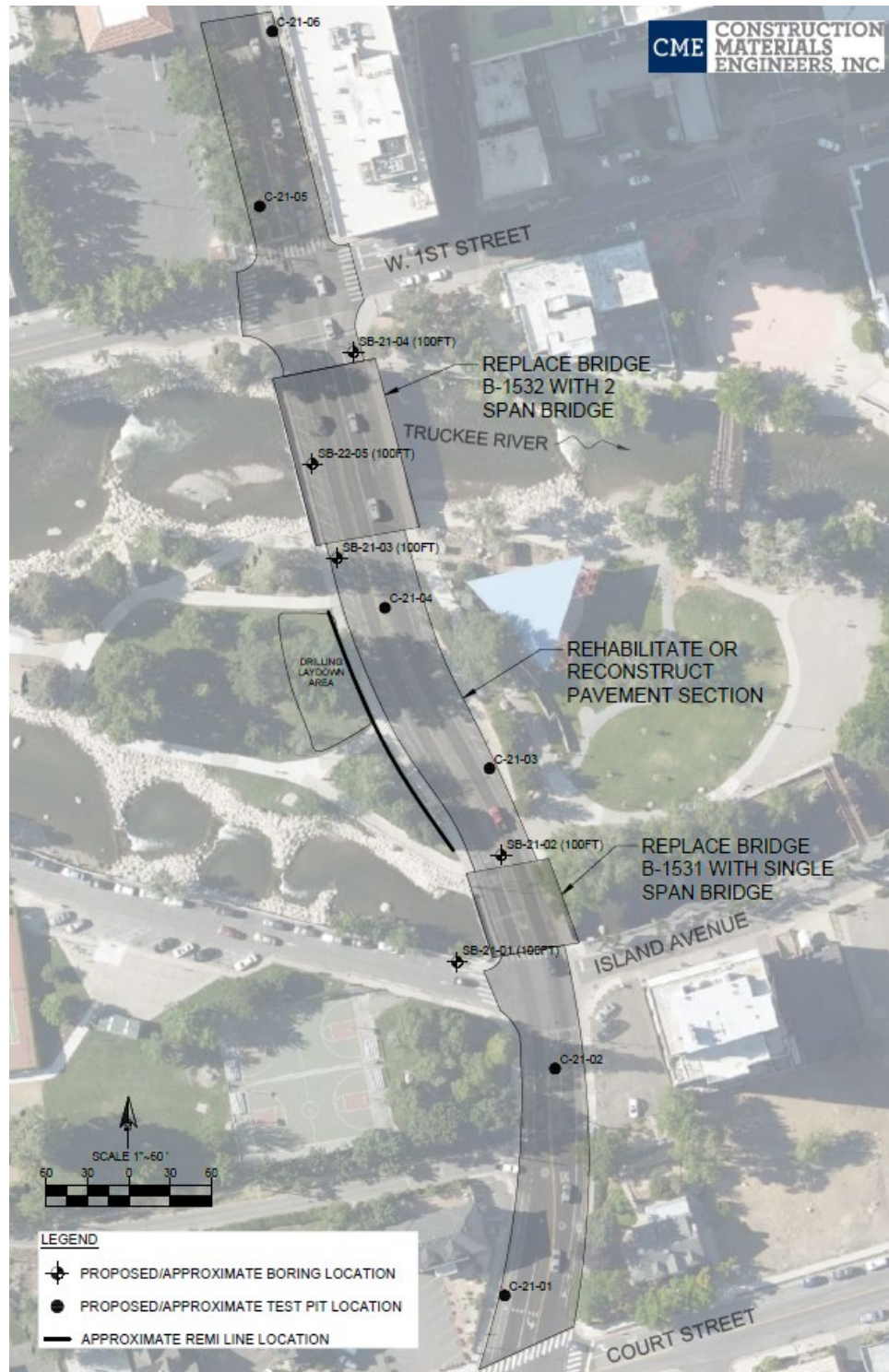


Figure 1. Proposed Exploration Location Map

#### 3.1.4.1 Exploratory Borings

Due to the large boulders and cobbles, conventional drilling techniques are not feasible. Therefore, sonic drilling will be proposed. Sonic drilling is an advanced form of drilling which employs the use of high-frequency, resonant energy generated inside the sonic head to advance a core barrel or casing into subsurface formations. In order to mitigate for the potential issues related to caving, a temporary steel casing will be installed to the total boring depth. Sonic drilling provides a continuous core of the soil profile, which results in a more refined description of the soil profile for foundation design.

Borings are proposed with a drilling depth to 100-feet below ground surface (bgs) or practical refusal, whichever comes first. Soils will be sampled with a 2-inch OD split-spoon sampler driven by a standard 140-pound drive hammer with a 30-inch stroke. The number of blows to drive the sampler 1-foot into undisturbed soil (Standard Penetration Test, SPT) is an indication of the density and shear strength of the material. SPT sampling will be performed every 5 feet in the upper 30 feet and 10 feet thereafter.

CONSULTANT's geotechnical personnel will log material encountered during the field exploration. The groundwater surface depth will be measured, where encountered. Representative samples will be returned to our laboratory for testing.

Borings SB-21-01 to SB-21-04 will be located within the paved roadway. Borings located within the existing roadway will be backfilled per NDEP and capped using a high strength concrete patch. Excess cuttings resulting from the drilled borings will be hauled off site.

With the approval of the City of Reno, RTC, and NDOT, Boring SB-22-05 will be drilled through the north bridge deck with an approximately 10-inch diameter bit. Following exploratory drilling, Q&D Construction will patch the bridge deck to full thickness. Dowels consisting of #3 bars will adjoin the existing bridge deck to the concrete patch. If approval is not obtained, the Wolman Pebble Count methodology will be done to get the approximate gradation of the riverbed armored layer for scour analysis for the middle pier of the north bridge.

Field exploration locations will be referenced to existing improvements. Field explorations will be marked in the field and it is assumed that elevations and final locations of the borings will be surveyed by CONSULTANT.

#### 3.1.4.2 Geophysical Measurements

One (1) geophysical array has been budgeted using Refraction Microtremor (ReMi) methodologies. The DAQlink 4 24-bit acquisition system (Seismic Source/Optim) utilizing a multichannel geophone cable with 12 geophones, placed



at an approximate spacing of 16 feet (due to access limitations), will be used to obtain surface wave data. Vertical geophones with resonant frequencies of 10 Hz measure surface wave energy from broad band ambient site noise across the geophone array (i.e. ReMi setup location) for multiple 30-second iterations.

#### 3.1.4.3 Asphalt Coring and Sampling

Three (3) pavement cores have been budgeted. Pavement cores will be collected using a hand coring rig with 6- to 8-inch diameter barrel. Following pavement coring, aggregate base will be excavated and retained in bags. Aggregate base and asphalt thickness will be measured and recorded.

Subgrade soils will be excavated up to two (2) feet below the existing structural section. Soils encountered will be visually classified in accordance with the Unified Soils Classification System. Soil samples will be collected and brought back to our laboratory for testing. Our geotechnical personnel will log material encountered during exploration in the field. Representative subgrade soil samples will be returned to our laboratory for testing.

CONSULTANT's field technician will photograph the pavement core and backfill each core location in the field.

#### 3.1.5 Laboratory Testing

Laboratory testing will be completed on representative soil samples to determine soil classifications, strength properties, and corrosion. Several different tests are anticipated including index properties, moisture content, in-place dry density, and R-value. A brief description of these tests is included below:

- Representative samples of each significant soil type will be tested in our laboratory for index properties, such as moisture content, unit weight, grain size distribution, and plasticity.
- Resistance value tests (R-value testing) will also be completed. R-value testing measures the strength of subgrade soils and its expansion potential. The test results are used to determine the subgrade soil resilient modulus, which is used in structural section design.
- Corrosion testing on representative native soils will also be performed to determine corrosion potential to concrete. Soils will be tested for soluble sulfates.

### 3.1.6 Analysis

All analyses will be in accordance with 2018 AASHTO Bridge Design Specifications, 8<sup>th</sup> Edition and current NDOT standards, as applicable. Jacobs will provide CME the bridge foundation loads.

#### 3.1.6.1 Bridge Foundation Analysis

Scour (i.e., long-term, contraction, and local) depths and appropriate protection, as needed, will be analyzed and designed by others. Anticipated foundations may include shallow spread footings augmented with micropiles for lateral support or drilled shafts. Axial compression, tension, and lateral capacities for deep foundations will be provided. Total and differential settlements will also be provided.

SHAFT v6.0 computer software will be used to determine axial capacity and settlement behavior of drilled shafts. Axial capacity can be determined for multiple shaft diameters and tip elevations.

Lateral loading can be analyzed with computer software such as LPILE, which evaluates pile head deflections for different pile lengths, and bending moments and shear force with depth. CONSULTANT's structural engineers will complete this analysis with Geotechnical Sub-consultant providing geotechnical lateral design parameters.

#### 3.1.6.2 Wingwalls

Cantilever retaining wingwalls will be designed adjoining to the bridge abutments. Geotechnical Sub-consultant will provide anticipated design lateral loads including surcharge, static, and seismic.

#### 3.1.6.3 Seismic Issues

To determine the location of mapped earthquake faulting trending through or near the project site, a review of the following published information was completed:

1. USGS Website: *Earthquake Hazards Program Quaternary Faults in Google Earth*;
2. The USGS Interactive Fault Map.

Previous review indicates that no mapped faults traverse through the roadway alignment. However, regional faulting will also be evaluated and fault properties

including magnitude and proximity will determine seismic parameters used for soil liquefaction analysis.

Peak ground acceleration, site classifications, spectral responses, and site coefficients will be determined based on our geophysical studies (ReMi shear wave analysis), AASHTO references, and NDOT standards. Design ground accelerations will be determined for retaining wall lateral load analysis. Peak ground accelerations will be used to determine pseudo-static forces for slope stability analysis.

Soil liquefaction and lateral spread potential will also be evaluated. It is assumed there is less than 1% probability of liquefaction within our project limits and therefore, mitigation construction options and design recommendations are excluded from this scope.

#### 3.1.6.4 Sidewalks and Access pathways

All sidewalks and accessible areas on the bridges will be designed with a structural section to withstand maintenance vehicle loading, including debris removal during flood events.

Sidewalks and pathways with the potential to be exposed to maintenance vehicle traffic will have a structural section design to accommodate the extra loading.

#### 3.1.6.5 Structural Section Design

Based on current City of Reno Pavement Condition Index Mapping, the estimated PCI for the section of roadway located between the bridges is approximately 50. Based on current PCI levels as well as anticipated distress during construction, structural section reconstruction is recommended. This cost proposal includes full depth reconstruction structural section recommendations.

Traffic volumes (provided by Jacobs, via RTC), over a 20-year design period, will be utilized to determine growth factors and ESAL counts. The average ESAL factors for the roadway functional classification will be based on the latest NDOT's Annual Traffic Report. RTC bus traffic (RTC Route 6) impact to the ESAL counts will also be considered and will be based on current and projected future bus frequencies.

Structural section design recommendations will be based on AASHTO methodology and the 2021 RTC Flexible Pavement Design Manual . Flexible pavement structural sections are anticipated for this project. Design

recommendations will also follow City of Reno structural section recommendations based on the roadway classification.

#### 3.1.6.5 Quality Assurance

CME's SUB-CONSULTANT, Crawford and Associates, will provide quality assurance to the Geotechnical SUB-CONSULTANT for the project. Crawford and Associates specialize in providing geotechnical recommendations for highway construction including bridge foundations and retaining walls. Their scope of work includes internal quality assurance and consultation to Geotechnical SUB-CONSULTANT on an as-needed basis for the geotechnical design elements to ensure conformance with AASHTO and NDOT standards and specifications. Tasks may include reviewing foundation analysis and design, attending selective meetings, reviewing plans and specifications, a site visit during drilled shaft installation, and assisting in responding to RFI's during construction.

#### 3.1.7 Geotechnical Investigation Report

Upon completion of field, laboratory, and office studies, a geotechnical investigation report will be completed for the project. General topics for the report are discussed below.

##### 3.1.7.1 Introduction, Site and Geologic Conditions, and Laboratory Testing

- Description of the project site with the approximate locations of our explorations, shown on a Site Plan;
- Descriptive logs of the explorations performed for this study;
- Summary of geologic setting and soil profile;
- Site Conditions;
- Geologic cross-sections, where applicable;
- Anticipated groundwater depths and effect on construction;
- Results of laboratory tests and a description of test methods; and
- Soil corrosion potential to concrete.

##### 3.1.7.2 Seismicity

- Faulting including project site and regional to determine seismic parameters;
- Seismic parameters for design including peak ground accelerations and spectral design response accelerations;
- Seismic analysis including soil liquefaction and lateral spread potential; and
- Seismic design parameters for retaining wall lateral loading determination.

##### 3.1.7.3 Geotechnical Design Parameters

- Drilled shaft axial compression, tension, and lateral resistances;
- Allowable bearing pressures for spread footings type foundations including sliding friction values and passive pressures;

- Micropile axial design if applicable;
- Appropriate footing depths and widths to consider frost depth protection and bearing capacity;
- Lateral soil pressures including static and dynamic values for retaining wall design;
- Surcharge loading from traffic or other sources for retaining wall design.

#### 3.1.7.4 Structural Section

- Subgrade soil resilient modulus for structural section design;
- ESAL count analysis (Traffic study provided by CONSULTANT);
- Full-depth structural section design for flexible pavement design.

#### 3.1.7.5 Construction Recommendations

- Site preparation and grading including:
- Foundation soils preparation recommendations;
- Recommendations for embankment construction and material types;
- General structural fill recommendations;
- Suitability of site soils for use as structural fill and trench backfill.
- Structural Section construction recommendations.
- Anticipated construction difficulties.

#### 3.1.8 Meetings, Consultation, Review Comments and Specifications

It is assumed up to 8 hours of meeting time per month over the length of the design of the project, which has been assumed to be 2 years.

Additionally, budget has been included for review of specifications and review comments from CONSULTANT as well as responsible agencies such as NDOT, RTC, and City of Reno.

## 3.2 Topographic Survey

### 3.2.1 Topographic Survey

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the Arlington Avenue Bridges Project. Survey and mapping will be detailed and extensive enough to identify drainage concerns, possible utility conflicts, design challenges, river hydraulics, and right-of-way impacts.

The survey information will be provided for the full right-of-way width and will include cross-sections at 50-foot intervals from 200' north of West Frist Street to 300' south of Island Avenue (Court Street intersection). For W. First Street and Island Avenue, the existing ground topo shall extend 200' past the intersection with Arlington Avenue. Field survey will include but is not limited to, centerline elevations, existing stripping, edge of pavement,

curb/gutter, sidewalks, ADA ramps, multiuse paths, retaining walls, ditch features, hinge points, location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes, culverts, location, invert and rim elevations for all water and gas valves, boxes/vaults, location, invert and rim elevations of storm drain inlets/catch basins; utility poles/anchors, fences, signs, existing survey monuments, location of underground utility carsonite markers (if any), and any other key existing features.

Bathymetric Survey of the Truckee River will be obtained as needed between Ralston Street and Sierra Street to compliment the CTWCD lidar data for the existing hydraulic model, including the existing whitewater park.

The field survey budget includes location and survey of twenty (20) right-of-way centerline monuments, property corners, section corners, and/or applicable public land survey monuments.

The budget includes 40 hours of additional as-needed survey for tie-in locations and other misc. survey needs during design.

### 3.2.2 Drone Aerial Imagery and Topography

CONSULTANT will perform an aerial planimetric survey with a drone the drone flight path established to provide aerial imagery and topography for the limits bounded by Ralston Street to the west, Elm Ct/State Street to the south, Sierra Street to the east, and West Second Street to the north.

Drone photography at the existing two bridges from 10 different angles at each bridge to be used by others for creating renderings.

### 3.2.3 Deliverables:

- Color Aerial imagery ortho photos compatible with both MicroStation and AutoCAD
- MicroStation V8i file with topographic linework
- MicroStation InRoads SS2 Existing Ground Surface with 3D breaklines
- Label callouts for Rim and pipe inverts of Storm Drains, Sewer Systems, and other utilities
- One half (1/2)-Foot existing ground contour intervals at a scale of 1"=20'.
- Drone photography, minimum of 10 angles at each bridge, to be used as background for renderings.

## 3.3 Right-Of-Way Mapping and Engineering

CONSULTANT will obtain recorded right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans as-is, with no further resolution, and used as the basis for right-of-way engineering services.

CONSULTANT will perform boundary survey including preparation of full Metes and Bounds descriptions of potentially impacted parcels. Right-of-way engineering services include but are

not limited to research ownerships and Assessor's Parcel Numbers, obtain copies of any recorded maps that identify road rights-of-way and property lines, exhibit maps, legal descriptions, and title reports for permanent and/or temporary construction easements on each parcel. Field surveys to adequately locate existing property lines is included in Task 3.2.

### 3.4 Subsurface Utilities

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

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

Where additional detail is required to support the design and ensure avoidance of utility impacts, CONSULTANT shall perform potholing. It is assumed a total of up to 10 potholes will be conducted to locate existing facilities within the project limits.

### 3.5 Hydrology and Hydraulics

CONSULTANT will review hydraulics of the Truckee River within the impact area of the Arlington Avenue Bridges project. CONSULTANT will refine hydraulic analysis performed as part of Feasibility Study and identify engineering solutions that meet flood capacity requirements, reduce flood hazard and facilitates Project construction. CONSULTANT will provide hydraulic analysis necessary to secure permits and regulatory approval for Project implementation. Hydraulic analysis of the existing kayak park and improvements impact analysis and mitigation strategies shall also be provided.

#### 3.5.1 Data Collection

The CONSULTANT will obtain the latest available hydraulic models for the Truckee River maintained by the Carson Truckee Water Conservancy District (14,000 jurisdictional flow) and Truckee Regional Flood Management Authority (100-Year flow.)

CONSULTANT will coordinate with the RTC and City of Reno to obtain record documentation used in the design of the Whitewater Park, including hydraulic modeling if available.

The CONSULTANT will obtain and review existing drainage studies which pertain to the Project site.

The RTC will provide the CONSULTANT with relevant GIS data from the City of Reno and Washoe County, including, but not limited to:

- Washoe County 2' topography
- Washoe County aerial photography
- City of Reno Active Sewer and Drainage Systems

### 3.5.2 Truckee River Hydraulics

#### 3.5.2.1 Refine Existing Condition Models

The CONSULTANT will refine the existing condition river hydraulic models for use with development of, and comparison to, post development conditions. Design flows will utilize those established by the CTWCD and TRFMA. Independent hydrology to establish river flows will not be performed, the established flows provided by CTWCD and TRFMA will be used. .

Existing condition hydraulic model refinements will utilize:

- Latest available hydraulic models received from the CTWCD and TRFMA
- 2015 Surface and bathymetric lidar data collected by HDR for the TRFMA.
- Project specific field and bathymetric survey.

#### 3.5.2.2 Proposed Condition Models

The CONSULTANT will utilize proposed condition bridge geometry, as presented in the Feasibility Study, and incorporate additional design refinements that result from bridge design development to create proposed condition CTWCD and TRFMA models.

#### 3.5.2.3 Construction Stage Hydraulic Models

The CONSULTANT will provide construction-stage hydraulic modeling, based on the refined CTWCD model, to assess temporary changes to river geometry resulting from work done in the river to needed for bridge construction.

#### 3.5.2.4 Scour Analysis and Design

The CONSULTANT will provide scour analysis and provide scour mitigation meeting the requirements of the TMRDM, NDOT and USACE. The CTWCD does not have independent published design criteria requirements.

### 3.5.3 Whitewater Park Hydraulics

The CONSULTANT will utilize lidar, field and bathymetric survey data to provide an existing condition 2-dimensional model of the Whitewater Park, based on design flows provided by the City of Reno and RTC. Modeling will be prepared in HEC-RAS.

The CONSULTANT will incorporate geometry resulting from post project bridge construction to provide a proposed condition model of the park.



Results from existing and proposed condition Whitewater Park hydraulics will be compared, and if required, adjustments to geometry of the park's hydraulic features will be provided to re-establish existing condition hydraulics to the extent practicable.

#### 3.5.4 Local Offsite Drainage

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

- Existing offsite peak flow rates will be calculated for the 25- and 100-year design storm events from localized off-site contributing areas at key concentration points, per the TMRDM. Off-site watersheds will be modeled using SCS HEC-1.
- Hydraulic modeling of existing storm drains that discharge to the Truckee River within the limits where changes to river hydraulics or river geometry is anticipated.
- It is assumed no off-site storm drainage facility design will be required, except to conform with proposed changes that result from proposed bridge and river geometry at discharge points.

#### 3.5.5 Local Onsite Drainage

Onsite peak flow rates will be calculated for the 5-, 10-, and 100-year storm events at key design points. On-site watersheds will be modeled using the Rational Formula. These design flows will be used to measure impacts of project improvements on peak flow values, to determine locations where additional or upgraded drainage facilities are required to meet street flow criteria.

#### 3.5.6 Drainage Design Reports

The CONSULTANT will package and submit Drainage Design Reports in accordance with the 30%, 60%, 90% and 100% design deliverable schedule. The design reports will include narrative, hydrologic and hydraulic calculations commensurate with the level of design at each submittal stage.

#### 3.5.7 USACE 408 Permit Application Technical Report

The CONSULTANT will package a technical report, including narrative, hydraulic models, associated calculations, and other materials required for the application of a USACE Section 408 permit. This will include refined existing, proposed and construction-stage models for the 14,000 cfs regulatory flow. The CONSULTANT will coordinate with, and address comments from, the CTWCD and USACE as required to satisfy the Section 408 Permit's hydraulic requirements.

### 3.6 Traffic Analysis

#### 3.6.1 Data Collection

CONSULTANT will collect new AM and PM peak hour volumes and turning movements at the study intersections (Arlington Ave/West First Street and Arlington Ave/Island Ave), to update/verify the volumes identified in the Feasibility Study.

### 3.6.2 Update Travel Demand Forecast

CONSULTANT will review existing traffic and provide detailed traffic operation analyses, including an analysis of the Arlington Avenue corridor at least one signalized intersection past the bridges. A Synchro/HCS analysis of the intersections for horizon years 2030, 2040, and 2050 is needed to identify the timeframe if/when the automobile traffic operation (on and around the bridge) worsen to LOS F. If appropriate, potential improvements are to be evaluated to alleviate LOS F conditions.

RTC will provide base year, 2030, and 2050 travel demand model outputs from RTC's most recent travel demand model.

CONSULTANT will do basic post-processing of the model outputs to develop traffic forecasts for Arlington Avenue.

### 3.6.3 Traffic Operations Report

CONSULTANT will prepare a Traffic Operations Report that outlines existing and future traffic volumes at the two intersections.

Signal timing will be evaluated to ensure intersection signal timing is optimized to operate as efficient as possible, even under failing conditions.

### 3.6.4 Deliverables

One Draft version of the Traffic Operations Report

One Final version of the Traffic Operations Report

## 3.7 Permitting

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

### 3.7.1 Clean Water Act Section 404 Permit(s)

Assist the RTC in obtaining permits from the US Army Corps of Engineers (USACE) for construction impacts and mitigation of wetlands.

Using results of wetland delineation discussed below in item 2, prepare a Pre-Construction Notification (PCN) for Nationwide Permit (NWP) 3 (maintenance of existing facilities) and/or NWP 14 (transportation).

Coordinate with the USACE to discuss submittal requirements.

The PCN will include:

1. Delineation maps from Environmental Assessment (EA)
2. Temporary wetland impact restoration plan with monitoring requirements

3. Relevant plan and profile sheets showing wetland mapping and impacts, including information related to permanent fills in wetlands and below ordinary high water mark (OHWM) in waters of the US.
4. Section 7 and Section 106 reports from EA

Submit draft PCN for RTC and NDOT review.

Address one round of comments on the draft report and provide a final PCN to RTC and NDOT.

Submit PCN to the USACE.

Prepare revised PCN with updated impacts based on results of formal wetland delineation conducted for item 2 above.

Submit revised PCN for RTC and NDOT review.

Address one round of comments on the draft report and submit final PCN to the USACE.

### 3.7.2 USACE Section 408 Permit

Regulatory coordination and permitting with US Army Corps of Engineers for the Section 408 Permit Application will require at least fourteen (14) attachments, including:

5. Vicinity Map
6. Project Map with Land Uses Adjacent to Truckee River
7. Project Area, Disturbance Area, Access Routes, Staging Areas
8. Pre-Project Conditions
  - 4a. Photos of Vegetation on the North and South Banks of the Truckee River
  - 4b. Existing Features Photo Showing Future Work Area
  - 4c. Plan View of Existing Features and OHWM
9. Property Owner Information
10. Project Plans & Technical Provisions
  - 6a. Construction Staging Overview
  - 6b. Truckee River Cross-Sections
  - 6c. Arlington Bridges Plan Sheets
11. Geotechnical Evaluation of Temporary Fill for Work Areas
12. Hydraulic Impact Analysis
  - 8a. Work Area Geometry Analysis
  - 8b. HEC-RAS Model Results
  - 8c. Revetment Analysis
  - 8d. Floodplain Analysis
13. Construction Methods
14. Vegetation Removal/Disturbance
  - 10a. Area of Clearing and Grubbing
  - 10b. Area to Be Revegetated
  - 10c. Special Provisions for Re-Vegetating Work area
  - 10d. Landscape & Aesthetics
15. River Channel Disturbance
16. Project Schedule

- 17. Environmental Document and Agency Coordination
- 18. Environmental (NEPA) Requirements
  - 14a. Affected Floodplains
  - 14b. Mitigation Measures Table

### 3.7.3 Construction Permits

Four (4) Nevada Division of Environmental Protection (NDEP) permits will be required for construction: Construction Stormwater Permit, 401 Water Quality Certification, Working in Waterways, and Groundwater Discharge.

In addition, an encroachment permit from the Nevada Division of State Lands.

## **Task 4 Environmental Studies, Documentation and Support Services**

The CONSULTANT shall provide environmental services up to and including completion of the National Environmental Policy Act (NEPA) process. Due to the various community impacts, it is anticipated at this time an Environmental Assessment (EA) will be required. CONSULTANT will identify foreseeable potential actions that would require federal agency review and provide recommendations as to the potential project development considerations that may be encountered.

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

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

- Notice of Intent to Study, Scoping, Purpose and Need Statement, and Alternative Development
- Plan, schedule, and support all Public Information Meetings
- Develop a Draft NEPA Document to include data collection, investigation, analysis, and documentation of significant impacts and proposed mitigation measures
- Dissemination of draft document for agency and public review and comment and response preparation
- Plan, schedule, and support the Location/Public Hearing
- Develop Final NEPA Document
- Preparation of draft Final Design Report for NDOT’s submittal to FHWA.
- Data collection and field investigation
- NEPA coordination with NDOT and resource agencies

- Regulatory coordination and permitting with US Army Corps of Engineers, Nevada Division of Environmental Protection, Nevada Division of State Lands
  - Initiate Construction permit submittals to ensure overall Project schedule is maintained
  - Obtain regulatory permits required for Construction of the Project

#### 4.1 PEL/NEPA Transition

CONSULTANT will prepare a draft memo for FHWA and NDOT review that outlines the planning products from the Arlington Avenue Bridges Project Feasibility and PEL Study (Jacobs, 2021) to be carried forward into NEPA. The memorandum will reference the PEL and not restate information but include any needed updates. The planning products include:

Purpose and Need for Action.

Alternatives Analysis/Preferred Alternative Identification.

Scoping results

Environmental data collection

Public and Stakeholder Outreach.

CONSULTANT will address any agency comments and prepare a final memo. This scope assumes that the Planning and Environmental Linkages (PEL) results, notably the Purpose and Need and Preferred Alternative, will be carried forward into the EA with no or minor revision.

#### 4.2 Environmental Assessment

This task consists of the environmental resources and specialty areas which must be analyzed, coordinated with stakeholders and resource agencies, documented, and, in some cases, mitigated. Two alternatives, the no action/no build and a build alternative, will be analyzed. Resources that occur in the project area and have the potential to be affected will be analyzed using best available data appropriate to the scope of the resource in context with the project. NDOT involvement, unless otherwise noted, will be in a review and critique capacity.

This task assumes preparation of an Environmental Assessment (EA) document.

Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories.

##### 4.2.1 EA Coordination

This task encompasses ongoing environmental coordination and management effort necessary to complete the NEPA process.

##### 4.2.1.1 NDOT / FHWA Update Meetings.

Four CONSULTANT Staff will attend five (5) update meetings (1 in-person and 4 teleconference) with FHWA and NDOT environmental staff that will be scheduled at key

milestones to discuss project issues and status. These meetings will be separate from the Design Review Committee (DRC) meetings (as described in Section 1.1.2.)

#### 4.2.1.2 Resource or Stakeholder Meetings.

Three CONSULTANT staff will attend three (3) EA Coordination meetings with individual resources or stakeholders. (2 in-person and 1 teleconference).

#### 4.2.1.3 NEPA Scoping/Intent to Study

Prepare Intent to Study letters to resource agencies and others on the NDOT distribution list to inform them of the study and solicit input. Collect and categorize comments.

### 4.2.2 Data Collection, Field Investigation and Analysis

Data will be collected for the resources and specialty areas described below. The CONSULTANT team will use its in-house staff to collect data. Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories. The areas of social, economic, and environmental interests will be studied to identify issues of concern within the study area. The data collected and analysis will include:

- **Land Use.** Update research and documentation conducted for the PEL. As needed, collect existing, planned, and future land use and zoning information from the City of Reno. Describe and map generalized existing and planned land use for the study area.
- **Community Facilities, Social, and Economic Conditions.** Obtain data from the US Census Bureau and American Community Survey. This will be supplemented with information from other local sources. Growth in population and employment growth will be assessed using census and other available demographic information. Identify community facilities as well as economic and employment generators.
- **Environmental Justice.** Based on census data from task above, identify low income and/or minority neighborhoods and businesses. Supplement data through additional research including analysis of school lunch recipients, housing assistance, etc.
- **Cultural Resources - Base Scope of Work.** Update archival research conducted for the PEL. Archaeological and historical resources in the project area will be further identified through field surveys and coordination with the Nevada State Historic Preservation Officer (SHPO). Cultural resources reports will be prepared for review and concurrence by the Client, NDOT, and SHPO. This scope includes:
  - The Area of Potential Effects (APE) will include the limits of anticipated direct and indirect effects within roadways and parcels along the corridor and one parcel deep based on the visibility of project features from those parcels.
  - The APE will be submitted to NDOT and transmitted to SHPO for review and concurrence prior to field inventory. A teleconference with the Client, NDOT, and SHPO may be completed at the project onset to review project scope and APE delineation methods.

- Cultural resources identified during the surveys will be evaluated for eligibility utilizing established National Register of Historic Places (NRHP) criteria/standards. Recommendations regarding eligibility will be made with NDOT making the final determination of eligibility.
- Up to 12 historic resources (buildings and structures 45 years of age or older) will be updated, recorded, described, and mapped utilizing the Nevada SHPO historic resource information form (HRIF) or Architectural Resources Assessment (ARA) form.
- NDOT's Tribal Liaison will lead tribal consultation for the project. Jacobs will provide assistance with Native American consultation, in a technical support role (co-authoring Native American consultation letters for use/submittal by the Client or NDOT as appropriate).
- Prepare the following deliverables:
  - ARA forms
  - APE Maps
  - Draft Inventory & Evaluation Report (separate reports for Archaeology and Built Environment)
  - Final Inventory & Evaluation Report
  - It appears unlikely that significant resources will be identified and thus analyses of Effects are not included.
  - Draft Native American letters for federal lead agency use
- The scope above and estimated level of effort are based on the following assumptions:
  - Study Area Limits (including anticipated archaeology APE and built-environment APE) include Roadways within the bridge replacement corridor and up to one adjacent parcel on either side of the corridor when the project improvements would be visible from the principal elevation of the adjacent parcel. Therefore, the APE generally excludes parcels where the improvements would be located in the rear of the property, separated by a wall or vegetation (and not visible from the parcel), and/or lack a visual relationship with the project improvements. NDOT will require a Screening Form following the establishment of the Study Area Limits/APE and prior to the completion of a separate report for historic architecture.
  - Due to the disturbed nature of the study area, a separate site visit and survey will NOT be needed for an archaeologist to confirm that archaeological sites are not present.. If this work is determined based on SHPO coordination to be required, this work would be covered by a separate scope.
  - 5 days of built-environment fieldwork for 2-person team (includes field recordation and research, plus travel time).
  - Approximately 12 Historic Resources and 2 Potential Historic Districts are located within the vicinity of the proposed project. Ten Historic Resources surrounding the bridges have been previously recorded and evaluated.
  - None of the resources or Historic Districts will be found eligible for listing in the NRHP.
  - Any Historic Resources that have recently evaluated and received SHPO concurrence within the past 5 years will not require updated ARA Forms.

- Historic Resources will also be evaluated as contributors to potential historic districts if they are located within the boundaries of a subdivision, planned community, or part of an interrelated complex or structure through ARA - District Forms. A full or partial inventory of the potential historic districts outside the APE is not required; rather photographs will be included to provide a limited representative sample of each potential historic district, and historic context information will be developed on the development of the larger resource (as a whole).
- Archaeological sites will not be present within the APE (area of direct impact).
- Extensive previous disturbance from construction, utilities, etc.---limited archaeological potential.
- 5 meetings via teleconference for two people, 2 hours for task lead and 1 hour for specialist per meeting. 1 in-person meeting with task lead, NDOT, and/or SHPO may occur.
- There will be two rounds of review by NDOT for each document, and one review by the Client and SHPO.
- There are no tribal lands located within the APE boundaries; therefore, Tribal Historic Preservation Office concurrence of project documents/deliverables is not necessary.
- Based on the completed Reno Spaghetti Bowl Project NEPA process, the Truckee River was designated as a Traditional Cultural Property downstream of Arlington Avenue. Therefore, It is assumed the Truckee River located within the Arlington Avenue Bridges APE is not a Traditional Cultural Property.
- Preparation of a Finding of Effect (FOE) or any agreement document (MOA) or provision of mitigation services, if required, will be addressed by an Amendment to the Agreement.
- **Visual Conditions.** Document the existing visual environment, including significant and/or protected vantage points and view sheds. Does not include separate site visit.
- **Recreation, Section 4(f), and Section 6(f).** Update research and documentation conducted for the PEL. Identify existing and planned recreational uses in the study area. Identify and map recreational resources, including those protected by Section 4(f). Review the local recreational plans to identify planned improvements.
- **Bicycle and Pedestrian Use.** Update research and documentation conducted for the PEL. Identify existing and planned bicycle and pedestrian uses in the study area. Review the City of Reno plans to identify deficiencies and planned improvements.
- **Biological Resources.** Update research and documentation conducted for the PEL. Collect and analyze wildlife resource data. Document existing vegetation in the project area, including invasive species and noxious weeds. Obtain updated information from U.S. Fish and Wildlife Service (USFWS), NDOW, Natural Diversity Information Source (NDIS), and Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area. Concurrent with the wetland site visit, a general wildlife and botany survey will be completed for general vegetation, rare or sensitive species identified by the NDOW, and USFWS. This scope does not include species specific protocol surveys or GPS mapping of vegetation. Because of the presence of federally protected aquatic species, a Biological Assessment will be prepared.



- **Floodplains, Water Resources, and Water Quality.** Update research and documentation conducted for the PEL. Use the hydrology report (see Section 3.5) to determine potential floodplain, water quality and storm water issues. Check NDEP database for listed Section 303(d) waters.
- **Wetlands and Waters of the U.S.** Update research and documentation conducted for the PEL. Conduct a site visit, to be done concurrently with the biological site visit, to determine jurisdictional wetlands and waters of the U.S. per the Corps of Engineers 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region. Delineate jurisdictional waters using Trimble Pathfinder GPS to submeter accuracy. Post process and include in GIS mapping.
- **Geology and Soils.** Use geotechnical report (prepared by Geotechnical Sub-consultant, see Section 3.1) to identify potential geology and soils issues.

#### 4.2.3 Entry Permits

It is assumed that no entry permits are required for field work access. The City of Reno owns Wingfield Park, and private properties are set back from the banks of the Truckee River.

#### 4.2.4 NEPA Document

CONSULTANT will author, edit, and revise an Environmental Assessment (EA) per direction from RTC, NDOT, and FHWA. The following iterations of the EA document are included:

1. Administrative Draft EA – RTC and NDOT concurrent review.
2. Revised Administrative EA–NDOT and FHWA concurrent review.
3. Public Review EA

CONSULTANT will prepare the EA document consistent using industry standards and best practices. Preparation of an issue-focused EA, to include the following tasks:

- Document Resources Not Affected:
  - Prepare rationale/justification for not including in the EA specific resources that will not be affected. This rationale will be included in the EA and a tech memo prepared for NDOT and FHWA review prior to preparation of the EA.
- Compile information collected under Task 3.2.2 for documentation in the Affected Environment section of the EA.
- Analyze impacts and prepare write-ups for the Environmental Consequences section of the EA. Impacts will be avoided, minimized or mitigated. This scope assumes one build alternative and a No-Action Alternative will be analyzed. Included are the following subsections:
  - **Land Use.** Prepare analysis of impacts to existing and planned land use. Assess consistency of build alternative with future land use plans. No induced growth is assumed.

- **Social and Economic Conditions.** Analyze effects to alternatives to community facilities, neighborhoods, and community cohesion. Analyze economic impacts. Analyze both adverse and beneficial social and economic changes. This scope includes analysis that will be mostly qualitative in nature. No economic modeling is included. Census data will be used as a basis.
- **Environmental Justice.** Assess impacts to EJ neighborhoods and businesses from alternatives. Incorporate results from public outreach to inform impact assessment and to identify mitigation measures if needed. Scope assumes that the project would not result in high and adverse disproportionate impacts.
- **Cultural Resources.** Analysis of impacts and discussion of mitigation for historic and archaeological resources.
- **Visual Impact.** Analysis of impacts to views of and from the transportation improvements. Prepare visual assessment consistent with FHWA guidelines. Use visual simulations prepared under Section 2.2 to illustrate roadway improvements.
- **Recreation Resources.** Analysis of impacts to recreation resources and identification of mitigation measures.
- **Bicycle and Pedestrian.** Analysis of impacts to bicyclists and pedestrians. and identification of mitigation measures.
- **Biological Resources.** Assess and describe impacts to biological resources including invasive species/noxious weeds and provide appropriate mitigation measures. Analyze all potential impacts to Threatened or Endangered Species and Sensitive/Rare Species as identified by USFWS and NDOW. Prepare technical information and conduct agency coordination with USFWS for concurrence. A biological assessment will be prepared. Scope includes a No Effect or Not Likely to Adversely Affect determination will be made and informal consultation with USFWS. .
- **Floodplains, Water Resources, and Water Quality.** Assess impacts to FEMA-regulated 100-year floodplains (assumes no significant floodplain impacts or rise in base flood elevations). Assess effects to surface waters and water quality using the hydrology report (see Section 3.5).
- **Wetlands and Waters of the U.S.** Assess impacts to waters of the U.S. based on design. Work with designers to avoid, minimize, and mitigate impacts. No Section 404 permitting or Corps of Engineers coordination is included. If necessary, describe type of permitting that may be required (i.e., nationwide or individual) and mitigation that may be required. Since construction is not imminent, permit(s) will not be applied for nor mitigation commitments made.
- **Air Quality.**
  - The study area is located within portions of Hydrographic Area 87, Washoe County, Nevada, which is designated as a maintenance area for carbon monoxide (CO) and particulate matter less than 10 microns (PM<sub>10</sub>) and attainment for all other criteria pollutants. Per 40 *Code of Federal Regulations* (CFR) 93.102, the project would be subject to transportation conformity requirements because it is federally funded and is located in a maintenance area for CO and PM<sub>10</sub>. However, this project would be exempt under 40 CFR 93.1216 as a bridge reconstruction project and is not required to determine conformity. Coordination will be conducted with FHWA, RTC, and other

appropriate agencies to confirm the project is exempt. In addition, since the project would be exempt under 40 CFR 93.126, a MSAT analysis is not required.

- The following will be conducted if the project is subject to compliance and conformity with the federal Clean Air Act and Amendments (CAAA) of 1990, Nevada State Implementation Plans, and applicable state and local regulations. Data gathered and reviewed for the project includes, but not limited to, air quality monitoring data and climate data, traffic data, proposed roadway alignment, and regional transportation plans. The air quality analysis will consist of evaluation of potential project air quality impacts and preparation of a technical report for the Project.
- Based on the feasibility study, it is assumed intersection(s) within the study area currently operate at a level of service (LOS) D or worse. The selected worst-case intersection will first be evaluated for applicability under FHWA's 2017 CO Categorical Hot-Spot Finding to determine if quantitative CO modeling is required. If a quantitative (hot spot) CO analysis is required, it will be conducted using U.S. Environmental Protection Agency's (EPA's) approved CAL3QHC model for assessing potential CO impacts at the worst operating intersection or interchange within the study area. This assumes one intersection/interchange will be modeled for CO hotspot analysis under existing and build conditions.
- EPA's most currently approved motor vehicle emission simulator model, MOVES, will be utilized to estimate CO emission factors.
- A qualitative discussion of mobile source air toxics (MSATs) will be included using Federal Highway Administration's (FHWA's) current guidance on assessing MSATs.
- A qualitative discussion of greenhouse gases (GHGs) will be included using FHWA's template language for assessing GHGs.
- Temporary construction impacts on local air quality will be assessed qualitatively. Possible temporary impacts include fugitive dust emissions from demolition, land clearing, and mobile source emissions from equipment at construction sites.
- This project is not anticipated to have a significant number of or a significant increase in diesel vehicles. Therefore, it is assumed this project is not a project of air quality concern (POAQC).
- Tasks under this scope of services include the following:
  - Data collection
  - Coordination with agencies (including IAC meeting)
  - Conduct CO hotspot analysis using CAL3QHC and MOVES
  - Conduct qualitative analysis of PM10 emissions
  - Conduct qualitative analysis of MSATs
  - Conduct qualitative analysis of GHGs
  - Analyze the data to determine potential impacts
  - Qualitatively discuss potential impacts during construction
  - Prepare a draft and final Air Quality Technical Memorandum or Report
- **Noise.**

- Under 23 Code of Federal Regulations (CFR) 772, it is mandatory for all states to comply with the regulations for projects that are federally funded or require FHWA approval regardless of funding source. This regulation applies to all Type I projects. The Nevada Department of Transportation (NDOT) 2018 Traffic and Construction Noise Analysis and Abatement Policy is applicable to all Type I projects. This project is anticipated to be a Type III project since it does not meet the definition of a Type I project, and therefore noise analysis is assumed to not be required. If it is determined the proposed improvements would be considered a Type I project requiring a noise analysis, this effort would require a separate scope of work and is not covered in this scope.
- **Hazardous Materials.**
  - Conduct a hazardous materials assessment to identify any potential sources of contamination that could impact the project. Tasks under this scope of services include the following:
    - Data collection – a regulatory records search will be conducted by Environmental Data Resources (EDR), or an equivalent service. The search distance to obtain information will be based on the standard ASTM search distances up to one mile from the proposed project.
    - Historical aerial photographs will be reviewed (if available) to evaluate changes in past property usage within the study area.
    - Historical topographic maps will be reviewed to evaluate/document physical changes to the subject property and surrounding properties within the study area
    - Site reconnaissance will be conducted to locate listed sites identified in the EDR report as well as other sites not listed, but which are suspected to have hazardous material concerns within the study area. The site reconnaissance will consist of a windshield survey and visual inspection for indications of soil contamination and/or other indications of potential hazardous materials concerns that may have the potential to impact the project. Inspection of structures and private properties will not be conducted.
  - This scope assumes that:
    - GIS shapefiles of the project extents are accurate and will be provided to the regulatory database search provider
    - Site reconnaissance visual observations will occur from publicly accessible areas (e.g., private property access will not be requested)
- **Geology and Soils.** Summarize analysis, impact conclusions, and mitigation from the geotechnical report.
- **Construction.** Identification of anticipated impacts and appropriate mitigation measures during construction.
- **Section 4(f).** The project is assumed to not require an individual 4(f) analysis. This scope assumes CONSULTANT will complete two temporary occupancy exceptions because of construction related trail and/or park impacts and one de minimis Section 4(f) analysis. Jacob will prepare draft documentation and coordinate with the Officials with Jurisdiction of the 4(f) resources in order to obtain written concurrence(s) on the 4(f) exceptions and/or use.

- **Draft EA**
  - Compile and prepare draft copy of the EA for concurrent review by RTC and NDOT.
- **Categorical Exclusion Determination .**
  - Address review comments and prepare 2<sup>nd</sup> draft EA for concurrent review by NDOT and FHWA.
  - **Coordinate with FHWA and NDOT on NEPA Class of Action Determination. This scope assumes that the project can be cleared with a Documented Categorical Exclusion (CE) and will not require an EA. If FHWA determines that an EA is required, additional services will be required that are not covered in this scope or work.**
  - Address comments and prepare a signature-ready version of Documented CE.
  - Provide 10 copies for the CA. PDF electronic files will be provided to RTC and NDOT to post on their websites.

#### 4.3 Deliverables

- Agency Scoping Letters
- Technical Reports and Memoranda
- EA Document and Drafts
- DD Document and Drafts

### **Task 5 Preliminary Design (30% Design Submittal)**

CONSULTANT will evaluate and further develop the recommended alternative identified in the Feasibility Study to a 30% Design Submittal.

#### 5.1 DESIGN CRITERIA & SOFTWARE

##### 5.1.1 Design Criteria

CONSULTANT will develop design criteria. Design standards will be established based on:

- Standard Specifications for Public Works Construction (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2011
- Manual on Uniform Traffic Control Devices 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Washoe County Development Code, latest version
- Truckee Meadows Regional Drainage Manual, latest version
- Structural design criteria will be according to 2018 AASHTO Bridge Design Specifications, 8<sup>th</sup> Edition and current NDOT standards, as applicable

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

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

#### 5.1.2 Software

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

#### 5.1.3 Deliverables

Draft Design Criteria for Agency Review  
Final Design Criteria

### 5.2 30% PRELIMINARY DESIGN

CONSULTANT will further evaluate the recommended alternative (single pier north bridge; clear span south bridge) and additional recommendations identified in the Feasibility Study.

#### 5.2.1 Roadway

CONSULTANT will analyze the feasibility, cost, and schedule impacts of including maintenance access to the bridges from within the river and an additional pedestrian pathway crossing under the south bridge. CONSULTANT will prepare a technical memorandum summarizing the results and will discuss the results at a DCR meeting.

CONSULTANT will develop Roadway plans, including pedestrian and bicycle elements, designed in accordance with design criteria developed in sub-task 5.1. Design exceptions are not anticipated; however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations.

### 5.2.1 Bridge

CONSULTANT will evaluate the following bridge types and configurations identified at the conclusion of the Feasibility Study:

- North Bridge
  - Two-span precast, prestressed concrete girders
  - Two-span cast-in-place, post-tensioned concrete box girder
- South Bridge
  - Single-span precast, prestressed concrete girders
  - Single-span cast-in-place, post-tensioned concrete box girder.

CONSULTANT will perform a bridge type selection analysis evaluating constructability, construction cost and schedule, aesthetics, and long-term maintenance considerations. Type selection analyses will be performed in coordination with input gathered from stakeholder working groups and from the public involvement program. CONSULTANT will prepare a draft report summarizing type selection evaluations and including preliminary bridge scour analysis and preliminary drawings depicting Plan, Elevation and Typical Section for each bridge. CONSULTANT will submit the draft to the RTC, City of Reno, and NDOT for review and comment. CONSULTANT will incorporate agency feedback and issue a final report sealed and signed by the responsible engineer.

### 5.2.2 Drainage Analysis

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

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

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

CONSULTANT will complete preliminary (30%) design of proposed drainage facilities (culverts, roadside ditches, drop inlets, and storm drain facilities) to meet drainage criteria. Where possible, use of and tie-ins into existing drainage systems along Arlington Avenue will be incorporated into the design. CONSULTANT will prepare a 30% Hydraulic Design Report.

### 5.2.3 Lighting and Electrical Design

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

Lighting design for the 30% submittal will be conceptual only. No detailed analysis will be completed at the 30% design for lighting.

#### 5.2.4 Landscape and Aesthetics

CONSULTANT will develop up to three landscape and aesthetic element alternatives for public input conforming to the modern interpretation of Art Deco, blending old with new, as consensus was achieved during the Feasibility Study.

#### 5.2.5 30% Plan Set

Plan sheets will be drafted electronically at full size, 1"=20' scale, on 22" x 34" size paper, and PDF'd full size, but printed at only half size, 1"=40' scale, on 11" x 17".

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 30% submittal:

- Title Sheet (1)
- Index of Sheets, General Notes, Legend, and Abbreviations (2)
- Typical Section Sheets (2)
  - As-constructed and proposed improvement typical sections for each alignment
  - Minimum and maximum roadway widths for each alignment and lane configurations
  - Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
  - Proposed pedestrian and bicycle improvements
  - Proposed retaining wall locations, if any
  - Removal limits
  - Pavement section depths
- Survey Control / Right of Way Sheets (3)
  - Existing Right of Way limits
  - Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement
  - Preliminary right of way impacts
- Removals and Utility Sheets (2)
  - Removal Limits, including existing roadway, signs, drainage, etc.
  - Existing Utilities and Proposed Utility adjustments/relocations



- Sign removals
- Existing ground contours at 1' interval
- Roadway – Plan and Profile Sheets (2)
  - Plan view over profile view stacked window layout
  - Horizontal curve data, bearings, distances, station and offsets for angle points, tapers, and curves
  - Preliminary locations for curbs, gutters, and sidewalk
  - Preliminary road widths
  - Preliminary cut and fill slope limits
  - Vertical grade and curve data
  - Superelevation Diagrams
- Drainage – Plan and Profile Sheets (2)
  - Plan view over pipe profile view stacked window layout
  - Locations of existing and proposed drainage facilities
  - Locations of utilities shown in plan view
  - Locations of utility crossings in pipe profile view
  - Proposed ground contours at 1' interval
- Signing/Striping Sheets (1)
  - Double plan view, stacked windows
  - Proposed striping showing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
  - Proposed Signing
- Electrical Sheets (2)
  - Preliminary electrical design layout
- Landscape and Aesthetics Sheets (18)
  - Up to three conceptual alternatives
- Standard Details (5)
  - Copies of Standard Details

Approximately 40 Sheets Total.

Exclusions from the 30% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary, resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Details will not be prepared
- Retaining Wall Plans will not be prepared
- Detailed analysis for lighting and electrical will not be completed

- Cross Sections will not be included in the plans or provided to the agency(s)
- No landscape or aesthetic designs
- No public art design is included, nor identification of potential location(s)

#### 5.2.6 30% Cost Estimate

CONSULTANT will prepare a unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

#### 5.2.7 Technical Provisions

Special Technical Provisions will not be prepared at the 30% Submittal.

#### 5.2.8 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

#### 5.2.9 30% Design Submittal Deliverables

CONSULTANT will submit 30% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

RTC, City of Reno, and NDOT

- 1 copy 11"x17" 30% design plans & Design Exception Summary (as necessary)
- 1 copy Bridge Type Selection Report
- 1 copy 30% Hydraulic Report (without appendices)
- 1 copy Engineer's opinion of probable construction cost estimate
- Electronic Distribution of 11" x 17" PDF of 30% design plans; engineer's cost estimate; full version of 30% Hydraulic Report; full version of Geotechnical Report; full version of Traffic Analysis Report
- Electronic Distribution of Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 30% design plans
- Electronic Distribution of Review Comment Instructions & Comment Form

#### 5.2.10 Constructability Review, ICE, Construction Schedule, Risk Assessment/Value Engineering Workshop

Sub-consultant PCSG will provide an independent constructability review of the 30% design plans, an independent production-rate based 30% cost estimate, and provide a draft

construction schedule. Sub-consultant PCSG will also host a risk assessment/value engineering workshop to be attended by the RTC, City of Reno, NDOT, and other DRC members, as appropriate, during the agency review period of the 30% design plans.

#### 5.2.11 30% Review Comment Resolution

CONSULTANT will consolidate and respond to the 30% design review comments. A comment resolution meeting will be held with 6 CONSULTANT attendees if comments are extensive and need agency coordination before advancing the design to the 60% level.

### **Task 6          60% Design Submittal**

#### 6.1 Design

Incorporating agency comments from the 30% design review, CONSULTANT will advance the design and prepare 60% design plans, a corresponding 60% preliminary opinion of the probable construction cost estimate, and 60% technical specifications.

#### 6.2 Landscape and Aesthetics

Landscape and aesthetics will be evaluated concurrently, but outside of the NEPA process. Stakeholder and Public involvement will be required to determine final Landscape and Aesthetics for the Project. A final Landscape and Aesthetics package will be included in the 60% Design to maintain the overall Project schedule.

#### 6.3 Bridge

Bridge design will advance to a 60% submittal based on the recommendations of the Bridge Type Selection Report.

#### 6.4 Drainage Analysis

CONSULTANT will progress the drainage design and report to a 60% design level.

#### 6.4 60% Plan Set

Plan sheets included in the 30% submittal will be advanced to the 60% level of detail. Additional sheets to be included are:

- Geometric Control and Grading Plans (10)
  - Geometric control and grading plan information for median islands, separated sidewalks, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction

- Utility specific generated design (water, gas, etc.), as necessary from utility conflicts (10)
- Bridge Plan Sheets (56)
- Retaining Wall or other Special Structural Features (5)
- Detailed analysis for lighting and/or electrical (4)
- Additional Detail Sheets (10)
- Landscape and Aesthetic design (45)

Approximately 180 Sheets total

Exclusions from the 60% Scope of Work:

- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)

## 6.5 60% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 60% design level.

## 6.6 Technical Specifications

CONSULTANT will be provided with the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book. CONSULTANT will prepare 60% technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

## 6.7 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

## 6.8 60% Design Submittal

CONSULTANT will submit 60% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

RTC, City of Reno, and NDOT

- 1 copy 11"x17" 60% design plans
- 1 copy 60% Hydraulic Report (without appendices)

- 1 copy 60% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- Electronic Distribution of 11" x 17" PDF of 60% design plans; engineer's cost estimate; and full version of 60% Hydraulic Report; 60% Technical Specifications Outline, 30% Review Comment Responses
- Electronic Distribution of 60% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 60% design plans
- Electronic Distribution of 60% Review Comment Instructions & Comment Form

#### 6.9 Constructability Review, ICE, Construction Schedule, Risk Assessment/Value Engineering Workshop

Sub-consultant PCSG will provide an independent constructability review of the 60% design plans, prepare an independent production-rate based 60% cost estimate, and an updated draft construction schedule. Sub-consultant PCSG will also host a risk assessment/value engineering workshop to be attended by the RTC, City of Reno, NDOT, and other DRC members, as appropriate, during the agency review period of the 60% design plans.

#### 6.10 60% Review Comment Resolution

CONSULTANT will consolidate and respond to the 60% design review comments. A comment resolution meeting will be held with 6 CONSULTANT attendees before advancing the design to the 90% level.

### **Task 7 90 % Design**

#### 7.1 90% Design

Incorporating agency comments from the 60% design review, CONSULTANT will advance the design and prepare 90% design plans, a corresponding 90% preliminary opinion of the probable construction cost estimate, and 90% technical specifications. For the 90% design submittal, there will be no outstanding design questions.

Coordination with Recreation Engineering and Planning (REP) for design of Kayak Park by north bridge. Incorporation of REP's design into the hydraulic models.

Additional design efforts were required to include ADA compliant pedestrian ramps at the northwest and northeast corners of W. First Street / Arlington Avenue intersection. Proposed improvements at the northeast corner of the intersection require right of way research to determine if any easements are required to reconstruct the pedestrian ramp near Arlington Towers.

Developed additional design concepts and coordination with the Agencies to finalize the location and layout for an additional pedestrian crossing at the north side of the Island Avenue

intersection. Concepts included a midblock crossing, a protected midblock crossing (approximately 100 feet north of the intersection to align with the park path connections to the sidewalk), With the determination that the crossing needed to occur at the intersection proper, with an RRFB, additional design efforts were required to develop ADA compliant pedestrian ramps that would work with the bridge structural design, and allow appropriate turning movements, including City of Reno Fire Trucks.

Additional structural design efforts included design and drafting of the retaining walls for the maintenance access ramp and retaining walls for the path under the north bridge.

Additional hydraulic modeling efforts include multiple iterations to address comments from CTWCD, USACE, and City of Reno.

## 7.2 Bridge Independent Quality Assurance (QA) Review

CONSULTANT will perform an independent review of the bridge plans in conformance with NDOT bridge design procedures. The CONSULTANT shall be responsible for incorporating any changes or corrections generated from the independent QA review into the design documents. The quality and accuracy of the plans shall remain the responsibility of the CONSULTANT.

## 7.2 90% Plan Set

Plan sheets included in the 60% submittal will be advanced to the 90% level of detail. Twenty additional sheets are assumed to be included, for a total of approximately 200 sheets.

## 7.3 90% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

## 7.4 Technical Specifications

CONSULTANT will provide detailed technical specifications for the outline created at the 60% submittal, and any additional items as determined during the 90% design. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

A draft Traffic Management Plan (TMP) will be included with the 90% specifications. The TMP will summarize possible construction phasing and include temporary traffic control concepts (no formal plan sheets), and other pertinent information to allow the contractor to develop temporary traffic control plans for approval by the Agencies.

## 7.5 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

#### 7.6 90% Design Submittal

CONSULTANT will submit 90% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

RTC, City of Reno, and NDOT

- 1 copy 11"x17" 90% design plans
- 1 copy 90% Hydraulic Report (without appendices)
- 1 copy 90% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- Electronic Distribution of 11" x 17" PDF of 90% design plans; engineer's cost estimate; and full version of 90% Hydraulic Report; 90% Technical Specifications, 60% Review Comment Responses
- Electronic Distribution of 90% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 90% design plans
- Electronic Distribution of 90% Review Comment Instructions & Comment Form

#### 7.7 ICE, Construction Schedule

Sub-consultant PCSG will provide an independent production-rate based 90% cost estimate, and update the draft construction schedule.

### Task 8 Final Design

#### 8.1 100% Design

Incorporating agency comments from the 90% design review, CONSULTANT will advance the design and prepare 100% design plans, a corresponding 100% preliminary opinion of the probable construction cost estimate, and 100% technical specifications.

Coordination with REP for design of Kayak Park by north bridge and incorporation of REP's final design into the hydraulic models.

Bathometric survey is required for REP to finalize their design.

Additional time will be required to implement design, estimate, and specification changes resulting from the CMAR coordination in Task 11.0.

Any changes to the bridges will require major redesign efforts.

The independent checks were not performed on the 90% bridge designs, knowing there would be changes, therefore, the original budget for the independent checks has been preserved.

## 8.2 100% Plan Set

Plan sheets included in the 90% submittal will be advanced to the 100% level of detail. Twenty additional sheets are assumed to be included, for a total of approximately 200 sheets.

## 8.3 100% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 100% design level.

## 8.4 Technical Specifications

CONSULTANT will advance the technical specifications to the final.

## 8.5 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

## 8.6 100% Design Submittal

CONSULTANT will submit 100% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below. The agencies will be notified that this 100% review is the last opportunity for review prior to being put out to bid.

RTC, City of Reno, and NDOT

- 1 copy 11"x17" 100% design plans
- 1 copy 100% Hydraulic Report (without appendices)
- 1 copy 100% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- Electronic Distribution of 11" x 17" PDF of 100% design plans; engineer's cost estimate; and full version of 100% Hydraulic Report; 100% Technical Specifications, 90% Review Comment Responses
- Electronic Distribution of 100% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 100% design plans
- Electronic Distribution of 100% Review Comment Instructions & Comment Form

## 8.7 ICE and Construction Schedule

Sub-consultant PCSG will provide an independent production rate based 100% cost estimate, and updated draft construction schedule.



## 8.8 Final Design Submittal

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use by the RTC to advertise the project.

CONSULTANT will provide full size PDFs and a PDF of the Technical Specifications via electronic file transfer to the RTC for posting on their e-bid system for advertisement.

CONSULTANT will submit 1 hard copy, 11" x 17", of the Final Design Plan Set and 1 hard copy of the Final Technical Specifications to the RTC.

## **Task 9                      Bidding Services**

CONSULTANT will provide services during bidding. CONSULTANT Project Manager will attend the RTC hosted pre-bid meeting, respond to any Request for Information (RFIs) during the bidding period, and prepare any addenda that may be required.

CONSULTANT Project Manager will attend the project bid opening, review the bids received for any irregularities, and create a tabulation of the bid results in an excel spreadsheet-based format to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a Conformed Set of Specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans if any changes are required resulting from RFIs during the bidding process. Plan and Specification Distribution:

### RTC

- 1 copy 11"x17" Conformed, Issued For Construction Design Plans
- 1 copy Conformed, Issued For Construction Technical Specifications

### RTC Awarded Contractor

- 1 copy 22"x34" Conformed, Issued For Construction Design Plans
- 2 copies 11"x17" Conformed, Issued For Construction Design Plans
- 3 copies Conformed, Issued For Construction Technical Specifications

### RTC Awarded Construction Manager

- 1 copy 22"x34" Conformed, Issued For Construction Design Plans
- 2 copies 11"x17" Conformed, Issued For Construction Design Plans
- 3 copies Conformed, Issued For Construction Technical Specifications

## **Task 10      RTC Contingency**

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 9. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

## **Task 11.0 CMAR Coordination**

The RTC is contracting with a Construction Manager at Risk (CMAR), acting as the Construction Manager. Anticipated RTC Board Approval and Notice to Proceed for the CMAR is October 20, 2023.

CONSULTANT will coordinate with the CMAR to determine appropriate design, estimate, and specification changes to incorporate into the 100% Final Design, and provide services through the GMP process. The duration for CMAR Coordination is approximately eight (8) months, November 2023 through June 2024.

CONSULTANT will participate in CMAR Coordination Meetings/Workshops that include:

- Project Team Kickoff Workshop (10 CONSULTANT attendees, 4 hours, review of RTC PM meeting notes)
- Initial Approach to Schedule and Cost (10 CONSULTANT attendees, 4 hours, review of CMAR meeting notes)
- Partnering Meeting #1 (10 CONSULTANT attendees, 4 hours)
- Design Innovation Workshop #1 (5 CONSULTANT attendees, 4 hours)
- Design Risk Workshop #1 (3 CONSULTANT attendees, 4 hours)
- 90% Design Discussion Meeting (7 CONSULTANT attendees, 8 hours)
- 90% Quantity Reconciliation (16 hours structures, 16 hours other)
- 90% Opinion of Probable Construction Cost (OPCC #1) – (2 CONSULTANT attendees, 8 hours)
- 90% OPCC Reconciliation Meeting - (3 CONSULTANT attendees, 8 hours)
- Partnering Meeting #2 (8 CONSULTANT attendees, 4 hours)
- Design/Risk/Innovation Workshop #2 (9 CONSULTANT attendees, 8 hours)
- 100% Design Discussion Meeting (8 CONSULTANT attendees, 8 hours)
- 100% Quantity Reconciliation – (16 hours structures, 16 hours other)
- 100% Opinion of Probable Construction Cost (OPCC #2) – 2 CONSULTANT attendees, 8 hours)
- 100% OPCC Reconciliation Meeting – (3 CONSULTANT attendees, 8 hours)
- Partnering Meeting #3 (8 CONSULTANT attendees, 2 hour)
- GMP Negotiations - (3 CONSULTANT attendees, 20 hours)
- Additional Partnering Meetings, as needed to resolve issues or disputes. (Assume three (3) additional mtgs, seven (7) CONSULTANT attendees at each mtg, two (2) hours each mtg)
- Weekly Estimating Coordination Meetings (32 hours Structures Lead, 8 hours PM)
- Miscellaneous CMAR Coordination, including RFIs (525 Hours amongst Structures, Hydraulics, Roadway, Landscape, and Aesthetics).

### Rate Escalation

Rates shown on Exhibit B are for 2023, and will be escalated at 2% per year, beginning January 1, 2024. Line items have been included to show what hours have been escalated to the appropriate year the work will be completed.

## **Exhibit B**

### **Fee**

Fee shall be based on the worker classification billing rates as included in Exhibit B.

## Exhibit B

**Jacobs Fee Summary for Arlington Avenue Bridges Project Prelim Design / NEPA / Final Design - Combined Amendment #1**

[illegible]

Jacobs Fee Summary for Arlington Avenue Bridges Project																											
Tasks																											
	Project Title	ROW	Office Chief Survey Calcs	Office Survey Calcs	Field Survey Chief	Field Survey Chief	Office Utility	Field Survey II	Field Survey II	Field Survey I	PLS	QA/QC Manager	Visualizatio n Specialist	CADD Tech	CADD Tech	GIS Tech	Website/ Design Updates	Technical Editor	Project Acct.	Project Acct.	Admin / Project Controls	Admin / Project Controls	Hours	Subtask Cost	Sub- Consultants	Total Costs	
Task	2021 Rate	\$175.00		\$155.00		\$185.00	\$120.00		\$150.00	\$140.00	\$225.00	\$250.00	\$150.00		\$115.00	\$85.00		\$95.00		\$65.00		\$70.00					
Task	2023 Rate*	\$175.00	\$170.00		\$190.00			\$160.00			\$225.00	\$250.00	\$150.00	\$120.00		\$85.00	\$110.00	\$95.00	\$100.00		\$70.00						
1.0	Project Management	0		0		0	0		0	0	0	0	0		0	0		0		96		317	1,549	\$ 235,430	\$ 22,000		
1.1	Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management																			96		192	864	\$ 127,680			
1.2	Kickoff Meetings																					20	72	\$ 10,700			
1.3	Design Review Committee Meetings																					25	353	\$ 59,950			
1.4	Project Management Meetings																						100	\$ 17,500			
1.5	Internal Design Coordination Meetings																						60	\$ 10,500			
1.6	Project & Quality Management Plans Dev. & Updates																					80	100	\$ 9,100			
SUB	Stantec																						0	\$ -	\$ 22,000		
	Amendment #1																		112		112		560	\$ 84,252			
1.1.	CMAR Project Management																		112		112		504	\$ 72,240			
1.1.3	Project Management Coordination Meetings																						56	\$ 10,360			
	2024 - 2% Rate Escalation																							\$ 1,652			
2.0	Public Outreach	0		0		0	0		0	0	0	0	80		0	0		0		0		28	440	\$ 75,260	\$ 139,000		
2.1	Public Outreach Plan/Methods/Stakeholder Database																						8	\$ 1,400			
2.2	Public Information Mtgs (4 mtgs + 3 prep/mtg)																					16	176	\$ 31,360			
2.3	Aesthetics Stakeholder Working Group (3 mtgs)																					12	40	\$ 6,460			
2.4	Build-A-Bridge												80											84	\$ 12,940		
2.5	RTC Board Meetings (4 mtgs)																							24	\$ 4,200		
2.6	WC Board of Commissions (4 mtgs)																							24	\$ 4,200		
2.7	Reno City Council (4 mtgs + 3 prep/mtg))																							48	\$ 8,400		
2.8	NABs Ward 1 & Ward 5 (3 mtgs each)																							36	\$ 6,300		
SUB	Parametrix (Renderings)																							0	\$ -		\$ 28,000
SUB	SJ Marketing																							0	\$ -		\$ 85,000
SUB	Stantec																							0	\$ -		\$ 26,000
	Amendment #1																80						80	\$ 8,976			
	Rebuild Website																24							24	\$ 2,640		
	Website Updates																56							56	\$ 6,160		
	2024 - 2% Rate Escalation																							\$ 176			
3.0	Project Development	2		84		132	40		120	366	24	0	0		8	30		0		0		40	1,736	\$ 253,760	\$ 234,261		
3.1	Geotechnical Investigation					12																		92	\$ 16,160		
SUB	Construction Materials Inc.																							0	\$ -	\$ 203,261	
3.2	Topographic Survey & Aerial Images			84		120			80	350	24													658	\$ 101,620		
SUB	First Take Aerial																							0	\$ -	\$ 6,000	
3.3	Existing Right of Way	2													8									10	\$ 1,270		
3.4	Subsurface Utilities						40		40	16														96	\$ 13,040		
SUB	Potholing																							0	\$ -	\$ 15,000	
3.5	Hydrology and Hydraulics																							0	\$ -		
3.5.1	Data Collection																							20	\$ 3,200		
3.5.2	Truckee River Hydraulics																							0	\$ -		
3.5.2.1	Refine Existing Condition Models																							164	\$ 23,240		
3.5.3	Whitewater Park Hydraulics																							136	\$ 19,760		
3.5.6	Drainage Design Reports																					16	56	\$ 7,520			
3.6	Traffic Analysis																							80	\$ 12,000		
SUB	Traffic Counts																							0	\$ -	\$ 10,000	
3.7	Permitting																							0	\$ -		
3.7.1	Clean Water Act Section 404 Permit															20							8	108	\$ 12,680		
3.7.2	USACE Section 408 Permit															10							16	266	\$ 36,770		
3.7.3	Construction Permits																							50	\$ 6,500		
4.0	Environmental Studies, Documentation and Support Services	0		0		0	0		0	0	0	0	0		0	270		98		0		34	2,405	\$ 311,060	\$ -		
4.1	PEL/NEPA Transition																	4						62	\$ 8,950		
4.2	Environmental Assessment																							0	\$ -		
4.2.1	NEPA Coordination																							0	\$ -		
4.2.1.1	NDOT/FHWA Update Meetings															8							8	129	\$ 17,790		
4.2.1.2	Resource or Stakeholder Meetings																							6	48	\$ 6,990	
4.2.1.3	NEPA Scoping/Intent to Study															4							4	28	\$ 3,000		
4.2.2	Data Collection, Field Investigation and Analysis																							0	\$ -		
4.2.2.1	Land Use																8							28	\$ 3,460		
4.2.2.2	Community Facilities, Social, and Economic Conditions																12							62	\$ 6,300		
4.2.2.3	Environmental Justice																8							48	\$ 5,130		
4.2.2.4	Cultural Resources - Base Scope of Work															40		32						432	\$ 60,740		



	Project Title	ROW	Office Chief Survey Calcs	Office Survey Calcs	Field Survey Chief	Field Survey Chief	Office Utility	Field Survey II	Field Survey II	Field Survey I	PLS	QA/QC Manager	Visualizatio n Specialist	CADD Tech	CADD Tech	GIS Tech	Website/ Design Updates	Technical Editor	Project Acct.	Project Acct.	Admin / Project Controls	Admin / Project Controls	Hours	Subtask Cost	Sub- Consultants	Total Costs
Task	2021 Rate	\$175.00		\$155.00		\$185.00	\$120.00		\$150.00	\$140.00	\$225.00	\$250.00	\$150.00		\$115.00	\$85.00		\$95.00		\$65.00		\$70.00				
Task	2023 Rate*	\$175.00	\$170.00		\$190.00			\$160.00			\$225.00	\$250.00	\$150.00	\$120.00		\$85.00	\$110.00	\$95.00	\$100.00		\$70.00					
4.2.2.5	Visual Conditions															16							54	\$ 6,260		
4.2.2.6	Recreation, Section 4(f), and Section 6(f)															4							28	\$ 3,320		
4.2.2.7	Bicycle and Pedestrian Use															4							14	\$ 1,410		
4.2.2.8	Biological Resources															4							50	\$ 6,080		
4.2.2.9	Floodplains, Water Resources, and Water Quality															4							24	\$ 3,370		
4.2.2.10	Wetlands and Waters of the U.S.															12							46	\$ 5,380		
4.2.2.11	Geology and Soils															4							16	\$ 1,600		
4.2.3	Obtain Entry Permit (assume None)																						0	\$ -		
4.2.4	NEPA Document																						0	\$ -		
4.2.4.1	Land Use															8							26	\$ 3,060		
4.2.4.2	Community Facilities, Social, and Economic Conditions															12							60	\$ 6,480		
4.2.4.3	Environmental Justice															8							48	\$ 5,130		
4.2.4.4	Cultural Resources - Base Scope of Work																	16					16	\$ 1,520		
4.2.4.5	Visual Impact															16			16				60	\$ 7,160		
4.2.4.6	Recreation, Section 4(f), and Section 6(f)															4							28	\$ 3,320		
4.2.4.7	Bicycle and Pedestrian Use															4							14	\$ 1,410		
4.2.4.8	Biological Resources															4							48	\$ 5,810		
4.2.4.9	Floodplains, Water Resources, and Water Quality															4							24	\$ 3,370		
4.2.4.10	Wetlands and Waters of the U.S.															8							40	\$ 4,640		
4.2.4.12	Air Quality															16		6					160	\$ 18,780		
4.2.4.13	Noise															0		0					8	\$ 1,000		
4.2.4.14	Hazardous Materials															8							88	\$ 10,660		
4.2.4.15	Geology and Soils															2							16	\$ 1,640		
4.2.4.16	Construction																						88	\$ 11,990		
4.2.4.17	Section 4(f)															16		8					168	\$ 19,480		
4.2.5	Draft - EA															20		20				8	240	\$ 35,160		
4.2.6	Cat Ex Determination															12		12				8	204	\$ 30,670		
4.2.7	Decision Document																						0	\$ -		
5.0	30% - Preliminary Design	100		0		0	20		0	0	0	50	0		300	0		0		0		40	1,828	\$ 255,370	\$ 134,720	
	Design Criteria											2											42	\$ 6,580		
	Software - ProjectWise Setup Including Sub Access																					8	32	\$ 3,320		
	Roadway (including ROW, Utilities, Signing, Striping, Details	100					20									216							786	\$ 106,350		
	Bridge																					16	396	\$ 55,280		
	Hydrology, Hydraulics, Whitewater, Scour Analysis															60							400	\$ 53,500		
	Lighting & Electrical																						0	\$ -		
SUB	PK Electrical																						0	\$ -	\$ 25,000	
	Landscape & Aesthetics																						0	\$ -		
SUB	Stantec																						0	\$ -	\$ 100,000	
	Cost Estimate											8											52	\$ 8,800		
	Constructability, ICE, Risk/Value, Schedule																						16	\$ 2,680		
SUB	PCSG																						0	\$ -	\$ 9,720	
	Submittal & Review Comment Resolution																					16	64	\$ 8,860		
	QA/QC											40												40	\$ 10,000	
6.0	60% - Design	48		0		0	12		0	0	0	64	0		300	0		0		0		48	3,594	\$ 492,840	\$ 181,340	
	Roadway (including ROW, Utilities, Signing, Striping, Details	48					12									240							958	\$ 126,710		
	Bridge																					32	1974	\$ 265,740		
	Hydrology and Hydraulics															60							330	\$ 43,050		
	Lighting & Electrical																						8	\$ 1,040		
SUB	PK Electrical																						0	\$ -	\$ 35,000	
	Landscape & Aesthetics																						8	\$ 1,040		
SUB	Stantec																						0	\$ -	\$ 135,000	
	Cost Estimate											8											56	\$ 8,920		
	Specifications											16											140	\$ 24,800		
	Constructability, ICE, Risk/Value, Schedule																						16	\$ 2,680		
SUB	PCSG																						0	\$ -	\$ 11,340	
	Submittal & Review Comment Resolution																					16	64	\$ 8,860		
	QA/QC											40												40	\$ 10,000	
7.0	90% - Design	40		0		0	0		0	0	0	64	0		320	0		0		0		48	3,332	\$ 466,285	\$ 108,720	
	Roadway (including ROW, Utilities, Signing, Striping, Details	40														240							820	\$ 105,970		
	Bridge																					32	1920	\$ 270,415		
	Hydrology and Hydraulics															80							300	\$ 38,700		
	Lighting & Electrical																						8	\$ 1,040		
SUB	PK Electrical																						0	\$ -	\$ 19,000	
	Landscape & Aesthetics																						8	\$ 1,040		
SUB	Stantec																						0	\$ -	\$ 80,000	



	Project Title	Sr. Project Manager	Project Manager II	Project Manager	NEPA Manager	NEPA Manager	Sr. Structural	Struct Eng IV	Struct Eng IV	Structural Engineer III	Structural Engineer III	Structural Engineer II	Structural Engineer II	Structural Engineer I	CADD Structural	CADD Structural	NEPA Specialist IV	NEPA Specialist IV	NEPA Specialist III	NEPA Specialist II	NEPA Specialist II	NEPA Specialist I	Env. III	Env. II	Env. I	Sr. Project Engineer	Project Engineer IV	Project Engineer III	Project Engineer III	Project Engineer II	Project Engineer II	Project Engineer I	
Task	2021 Rate	\$250.00		\$175.00		\$200.00	\$235.00		\$210.00		\$195.00		\$150.00	\$130.00		\$115.00		\$185.00	\$185.00	\$175.00	\$125.00	\$90.00	\$135.00	\$120.00	\$105.00	\$185.00	\$160.00		\$150.00	\$130.00	\$115.00		
Task	2023 Rate*	\$250.00	\$190.00	\$175.00	\$200.00		\$235.00	\$210.00		\$180.00		\$150.00			\$120.00		\$185.00			\$125.00		\$90.00	\$135.00	\$120.00	\$105.00	\$185.00	\$160.00	\$150.00		\$135.00		\$115.00	
	Cost Estimate			4					4																				4		24		
	Specifications and Traffic Management Plan			56					16																		16		8		16		
	Constructability, ICE, Risk/Value, Schedule																																
SUB	PCSG																																
	Submittal & Review Comment Resolution			12					12																						24		
	QA/QC																																
	Amendment #1	0	176	0	0	0	0	0	0	336	0	320	0	0	160	0	0	0	0	0	0	0	0	0	0	0	0	0	450	0	410	0	0
	Coordination with Recreation Engineering and Planning for design of Kavak Park Feature and north channel		16							16																		40					
	Additional Roadway Design		160																									160		160			
	Additional Structural Design									320		320			160																		
	Additional Hydraulic Modeling																											250		250			
8.0	Final Design	0		68		0	34		28		0		103	150		151		0	0		0	0	0	0	0	0	16		8		144	6	
	100% Roadway (including ROW, Utilities, Signing, Striping, Details)			4																							8		8		80	2	
	100% Bridge						26		12				103	150		151																	
	100% Hydrology and Hydraulics																										4				24	4	
	100% Lighting & Electrical																														4		
SUB	PK Electrical																																
	100% Landscape & Aesthetics																														4		
SUB	Stantec																																
	100% Cost Estimate			4					4																								
	100% Specifications			24					4																								
	100% ICE, Schedule																																
SUB	PCSG																																
	100% Submittal & Review Comment Resolution			12					8																						16		
	QA/QC																																
	Stamped/Signed Roadway			8																												8	
	Stamped/Signed Bridge						8																										
	Stamped/Signed Hydrology and Hydraulics																											4			8		
	Stamped/Signed Lighting & Electrical																																
SUB	PK Electrical																																
	Stamped/Signed Landscape & Aesthetics																																
SUB	Stantec																																
	Stamped/Signed Cost Estimate			8																													
	Stamped/Signed Specifications			8																													
	ICE, Schedule																																
SUB	PCSG																																
	QA/QC																																
	Amendment #1	0	136	0	16	0	0	0	0	1064	0	1100	0	0	160	0	104	0	0	40	0	0	0	0	0	0	0	0	224	0	88	0	0
	Coordination with Recreation Engineering and Planning for design of Kavak Park Feature and north channel		16							16																		60					
	CMAR Bridge Changes									1000		1100			160																		
	CMAR Bridge Independent Check - Use HRs From Original Budget																																
	CMAR Path Under North Bridge Changes		4							16																							
	CMAR Maintenance Ramp Changes		4							8																		4					
	CMAR Roadway Design Changes		40																											80			
	CMAR Drainage/Hydraulic Model Design Changes																											160					
	CMAR Utility Design Changes		40																														
	CMAR Electrical Design Changes - PK Electrical																																
	CMAR L&A Design Changes - Stantec																																
	CMAR Specification Changes		24							24																							
	CMAR Environmental Coordination				16												80																

	Project Title	ROW	Office Chief Survey Calcs	Office Survey Calcs	Field Survey Chief	Field Survey Chief	Office Utility	Field Survey II	Field Survey II	Field Survey I	PLS	QA/QC Manager	Visualizatio n Specialist	CADD Tech	CADD Tech	GIS Tech	Website/ Design Updates	Technical Editor	Project Accent.	Project Accent.	Admin / Project Controls	Admin / Project Controls	Hours	Subtask Cost	Sub- Consultants	Total Costs
Task	2021 Rate	\$175.00		\$155.00	\$185.00	\$120.00		\$150.00	\$140.00	\$225.00	\$250.00	\$150.00		\$115.00	\$85.00		\$95.00		\$65.00		\$70.00					
Task	2023 Rate*	\$175.00	\$170.00		\$190.00			\$160.00			\$225.00	\$250.00	\$150.00	\$120.00		\$85.00	\$110.00	\$95.00	\$100.00		\$70.00					
	Cost Estimate											8											44	\$ 7,260		
	Specifications and Traffic Management Plan											16											128	\$ 23,000		
	Constructability, ICE, Risk/Value, Schedule																						0	\$ -		
SUB	PCSG																						0	\$ -	\$ 9,720	
	Submittal & Review Comment Resolution																					16	64	\$ 8,860		
	QA/QC											40											40	\$ 10,000		
	Amendment #1	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	1892	\$ 288,770		
	Coordination with Recreation Engineering and Planning for design of Kayak Park Feature and north channel																						72	\$ 11,920		
	Additional Roadway Design													40									520	\$ 80,800		
	Additional Structural Design																						800	\$ 124,800		
	Additional Hydraulic Modeling																						500	\$ 71,250		
8.0	Final Design	16		0		0	0		0	0	0	52	0		70	0		0		0		28	874	\$ 127,065	\$ 33,550	
	100% Roadway (including ROW, Utilities, Signing, Striping, I	16													40								158	\$ 21,210		
	100% Bridge																					12	454	\$ 61,785		
	100% Hydrology and Hydraulics														8								40	\$ 5,140		
	100% Lighting & Electrical																						4	\$ 520		
SUB	PK Electrical																						0	\$ -	\$ 7,500	
	100% Landscape & Aesthetics																						4	\$ 520		
SUB	Stantec																						0	\$ -	\$ 15,000	
	100% Cost Estimate											4											12	\$ 2,540		
	100% Specifications											8											36	\$ 7,040		
	100% ICE, Schedule																						0	\$ -		
SUB	PCSG																						0	\$ -	\$ 4,050	
	100% Submittal & Review Comment Resolution																					16	52	\$ 6,980		
	QA/QC											40											40	\$ 10,000		
																							0	\$ -		
	Stamped/Signed Roadway														10								26	\$ 3,590		
	Stamped/Signed Bridge																						8	\$ 1,880		
	Stamped/Signed Hydrology and Hydraulics														4								16	\$ 2,140		
	Stamped/Signed Lighting & Electrical														4								4	\$ 460		
SUB	PK Electrical																						0	\$ -	\$ 2,000	
	Stamped/Signed Landscape & Aesthetics														4								4	\$ 460		
SUB	Stantec																						0	\$ -	\$ 5,000	
	Stamped/Signed Cost Estimate																						8	\$ 1,400		
	Stamped/Signed Specifications																						8	\$ 1,400		
	ICE, Schedule																						0	\$ -		
SUB	PCSG																						0	\$ -		
	QA/QC																						0	\$ -		
	Amendment #1	0	8	0	40	0	0	40	0	0	0	0	0	20	0	0	0	0	0	0	0	0	3,040	\$ 502,085	\$ 44,676	
	Coordination with Recreation Engineering and Planning for design of Kayak Park Feature and north channel		8		40			40															180	\$ 30,280		
	CMAR Bridge Changes																						2,260	\$ 364,200		
	CMAR Bridge Independent Check - Use HRs From Original Budget																						0	\$ -		
	CMAR Path Under North Bridge Changes																						20	\$ 3,640		
	CMAR Maintenance Ramp Changes																						16	\$ 2,800		
	CMAR Roadway Design Changes													8									128	\$ 19,360		
	CMAR Drainage/Hydraulic Model Design Changes																						160	\$ 24,000		
	CMAR Utility Design Changes																						40	\$ 7,600		
	CMAR Electrical Design Changes - PK Electrical																						0	\$ -	\$ 7,956	
	CMAR L&A Design Changes - Stantec																						0	\$ -	\$ 36,720	
	CMAR Specification Changes																						48	\$ 8,880		
	CMAR Environmental Coordination																						96	\$ 18,000		
	CMAR Sediment Removal in South Channel													12									92	\$ 13,480		
	2024 - 2% Rates Escalation																							\$ 9,845		
9.0	Bidding Services	0		0		0	0		0	0	0	0	0		8	0		0		0		0	56	\$ 9,420	\$ 3,000	
9.1	Bidding Services														8								56	\$ 9,420		
																							0	\$ -		
SUB	PK Electrical																						0	\$ -	\$ 1,000	
SUB	Stantec																						0	\$ -	\$ 2,000	
10.0	Contingency - RTC	0		0		0	0		0	0	0	0	0		0	0		0		0		0	0	\$ 96,500	\$ -	
10.1	Design/NEPA Contingency As Approved By RTC																						0	\$ -		
10.1	Rate Increase Contingency (Assumes 2.5% Yearly CPI)																						0	\$ 96,500		
11.0	CMAR Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1166	\$ 207,692	\$ 34,716	
	RTC CMAR Request for Proposal Assistance																						108	\$ 20,160		
	Project Team Kickoff Workshop																						64	\$ 11,160		
	Initial Approach to Schedule and Cost																						28	\$ 4,980		

Project Title		Sr. Project Manager	Project Manager II	Project Manager	NEPA Manager	NEPA Manager	Sr. Structural	Struct Eng IV	Struct Eng IV	Structural Engineer III	Structural Engineer III	Structural Engineer II	Structural Engineer II	Structural Engineer I	CADD Structural	CADD Structural	NEPA Specialist IV	NEPA Specialist IV	NEPA Specialist III	NEPA Specialist II	NEPA Specialist II	NEPA Specialist I	Env. III	Env. II	Env. I	Sr. Project Engineer	Project Engineer IV	Project Engineer III	Project Engineer III	Project Engineer II	Project Engineer II	Project Engineer I
Task	2021 Rate	\$250.00		\$175.00		\$200.00	\$235.00		\$210.00		\$195.00		\$150.00	\$130.00		\$115.00		\$185.00	\$175.00		\$125.00	\$90.00	\$135.00	\$120.00	\$105.00	\$185.00	\$160.00		\$150.00	\$130.00	\$115.00	
Task	2023 Rate*	\$250.00	\$190.00	\$175.00	\$200.00		\$235.00	\$210.00		\$180.00		\$150.00			\$120.00		\$185.00			\$125.00		\$90.00	\$135.00	\$120.00	\$105.00	\$185.00	\$160.00	\$150.00		\$135.00		\$115.00
	Partnering Meeting #1		4					4		4							4											8				
	Design/Risk/Innovation Workshop #1		8					4		8							8											4				
	90% Design Discussion Meeting		8					8		8							8											8				
	90% Quantity Reconciliation		16							10		6																				
	90% OPCC #1		8							8																						
	90% OPCC Reconciliation Meeting		8					8		8																						
	Partnering Meeting #2		4							8		4					4												4			
	Design/Risk/Innovation Workshop #2		8					8		16		8					8											8				
	100% Design Discussion Meeting		8							16		8					8											8				
	100% Quantity Reconciliation		16							10		6																				
	100% OPCC #2		8							8																						
	100% OPCC Reconciliation Meeting		8					8		8																						
	Partnering Meeting #3		2							4		2					2											2				
	GMP Negotiations		8							8																						
	Additional Partnering Meetings		6					6		6							6											6				
	Weekly Estimating Meetings		8							32																						
	Misc. CMAR Coordination, RFIs		80							160		160																100				
SUB	PK Electrical																															
SUB	Stantec																															
	2024 - 2% Rates Escalation																															
	2021 Hours Per Staff	96		1438		272	378		192		160		1016	1744		1412		332	130		892	313	78	188	92	40	664		340		2396	244
	2021 Base Scope Direct Labor Costs	\$ 24,000	\$ -	\$ 251,650		\$ 54,400	\$ 88,830	\$ -	\$ 40,320	\$ -	\$ 31,200	\$ -	\$ 152,400	\$ 226,720	\$ -	\$ 162,380	\$ -	\$ 61,420	\$ 22,750	\$ -	\$ 111,500	\$ 28,170	\$ 10,530	\$ 22,560	\$ 9,660	\$ 7,400	\$ 106,240	\$ -	\$ 51,000	\$ -	\$ 311,480	\$ 28,060
	2023 Amendment #1 Hours Per Staff	0	900	0	16	0	0	58	0	1798	0	1626	0	0	320	0	188	0	0	40	0	0	0	0	0	0	0	842	0	498	0	0
	2023 Amendment #1 Scope Direct Labor Costs	\$ -	\$ 171,000	\$ -	\$ 3,200	\$ -	\$ -	\$ 12,180	\$ -	\$ 323,640	\$ -	\$ 243,900	\$ -	\$ -	\$ 38,400	\$ -	\$ 34,780	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,300	\$ -	\$ 67,230	\$ -	\$ -
	0% Sub Markup																															
	Direct Expenses																															
	Permit Fees (Section 408 is – \$8k)	\$ 15,000																														
	Reproduction for Submittals	\$ 10,000																														
	R/W Title Reports (Assume 2 @ \$1,500)	\$ 3,000																														
	Misc. Exp.	\$ 5,000																														
	Travel Costs (Airfare, Car, Hotel, Food, Mileage)	\$ 5,000																														
	Amendment #1 Expenses																															
	Misc. Direct Costs	\$ 2,000																														
	Travel Expenses	\$ 5,000																														
TOTAL PROPOSED BASE FEE and AMENDMENT #1 / TOTAL SUB-CONSULTANT SERVICES / TOTAL																																

\*2023 Rates to Be Increased 2.0% Yearly, Beginning January 1, 2024.

	Project Title	ROW	Office Chief Survey Calcs	Office Survey Calcs	Field Survey Chief	Field Survey Chief	Office Utility	Field Survey II	Field Survey II	Field Survey I	PLS	QA/QC Manager	Visualizatio n Specialist	CADD Tech	CADD Tech	GIS Tech	Website/ Design Updates	Technical Editor	Project Accent.	Project Accent.	Admin / Project Controls	Admin / Project Controls	Hours	Subtask Cost	Sub- Consultants	Total Costs
Task	2021 Rate	\$175.00		\$155.00		\$185.00	\$120.00		\$150.00	\$140.00	\$225.00	\$250.00	\$150.00		\$115.00	\$85.00		\$95.00		\$65.00		\$70.00				
Task	2023 Rate*	\$175.00	\$170.00		\$190.00			\$160.00			\$225.00	\$250.00	\$150.00	\$120.00		\$85.00	\$110.00	\$95.00	\$100.00		\$70.00					
	Partnering Meeting #1																						24	\$ 4,260		
	Design/Risk/Innovation Workshop #1																						32	\$ 5,880		
	90% Design Discussion Meeting																						40	\$ 7,320		
	90% Quantity Reconciliation																						32	\$ 5,740		
	90% OPCC #1																						16	\$ 2,960		
	90% OPCC Reconciliation Meeting																						24	\$ 4,640		
	Partnering Meeting #2																						24	\$ 4,140		
	Design/Risk/Innovation Workshop #2																						56	\$ 9,960		
	100% Design Discussion Meeting																						48	\$ 8,280		
	100% Quantity Reconciliation																						32	\$ 5,740		
	100% OPCC #2																						16	\$ 2,960		
	100% OPCC Reconciliation Meeting																						24	\$ 4,640		
	Partnering Meeting #3																						12	\$ 2,070		
	GMP Negotiations																						16	\$ 2,960		
	Additional Partnering Meetings																						30	\$ 5,490		
	Weekly Estimating Meetings																						40	\$ 7,280		
	Misc. CMAR Coordination, RFIs																						500	\$ 83,000		
SUB	PK Electrical																								\$ 11,536	
SUB	Stantec																								\$ 23,180	
	2024 - 2% Rates Escalation																							\$ 4,072		
	2021 Hours Per Staff	206		84		132	72		120	366	24	230	80		1006	300		98		96		583	15,814			
	2021 Base Scope Direct Labor Costs	\$ 36,050	\$ -	\$ 13,020	\$ -	\$ 24,420	\$ 8,640	\$ -	\$ 18,000	\$ 51,240	\$ 5,400	\$ 57,500	\$ 12,000	\$ -	\$ 115,690	\$ 25,500	\$ -	\$ 9,310	\$ -	\$ 6,240	\$ -	\$ 40,810		\$ 2,322,990	\$ 856,591	
	2023 Amendment #1 Hours Per Staff	0	8	0	40	0	0	40	0	0	0	0	0	60	0	0	80	0	112	0	112	0	6,738			
	2023 Amendment #1 Scope Direct Labor Costs	\$ -	\$ 1,360	\$ -	\$ 7,600	\$ -	\$ -	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,200	\$ -	\$ -	\$ 8,800	\$ -	\$ 11,200	\$ -	\$ 7,840	\$ -		\$ 1,091,775	\$ 79,392	
	0% Sub Markup																									
	Direct Expenses																						\$ 38,000			
	Permit Fees (Section 408 is ~ \$8k)																						\$ 7,000			
	Reproduction for Submittals																									
	R/W Title Reports (Assume 2 @ \$1,500)																									
	Misc. Exp.																									
	Travel Costs (Airfare, Car, Hotel, Food, Mileage)																									
	Amendment #1 Expenses																									
	Misc. Direct Costs																									
	Travel Expenses																									
TOTAL PROPOSED BASE FEE and AMENDMENT #1 / TOTAL																								\$ 3,459,765	\$ 935,983	\$ 4,395,748

\*2023 Rates to Be Increased 2.0% Yearly, Beginn

**Arlington Avenue Bridges Project - Amendment #1****Exhibit B**

	<u>2024 Bill Rate</u>
Sr. Project Manager	\$255.00
Project Manager II	\$193.80
Project Manager	\$178.50
NEPA Manager	\$204.00
Sr. Structural	\$239.70
Struct Eng IV	\$214.20
Structural Engineer III	\$183.60
Structural Engineer II	\$153.00
Structural Engineer I	\$132.60
CADD Structural	\$122.40
NEPA Specialist IV	\$188.70
NEPA Specialist III	\$178.50
NEPA Specialist II	\$127.50
NEPA Specialist I	\$91.80
Env. III	\$137.70
Env. II	\$122.40
Env. I	\$107.10
Sr. Project Engineer	\$188.70
Project Engineer IV	\$163.20
Project Engineer III	\$153.00
Project Engineer II	\$137.70
Project Engineer I	\$117.30
ROW	\$178.50
Office Chief Survey Calcs	\$173.40
Office Survey Calcs	\$158.10
Field Survey Chief	\$193.80
Office Utility	\$122.40
Field Survey II	\$163.20
Field Survey I	\$142.80
PLS	\$229.50
QA/QC Manager	\$255.00
Visualization Specialist	\$153.00
CADD Tech	\$122.40
GIS Tech	\$86.70
Website/ Design Updates	\$112.20
Technical Editor	\$96.90
Project Accnt.	\$102.00
Admin / Project Controls	\$71.40

The billing rates for the Arlington Avenue Bridge Project are detailed in the Fee Summary as 2021 Rates and 2023 Rates. Work that was included in the original scope of work for the Agreement will continue to be billed at the 2021 rates. Additional work that was added by Amendment #1 will be invoiced at the 2023 rates. This rate table reflects the 2.0% increase to the 2023 Rates that will go into effect on January 1, 2024.



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.3.3

To: Regional Transportation Commission

From: Garrett Rodgers, Project Manager

**SUBJECT: Traffic Engineering (TE) Spot 10 South Project Amendment No. 2**

### **RECOMMENDED ACTION**

Approve Amendment No. 2 to the contract with Kimley-Horn and Associates, Inc., for additional engineering during construction services needed in connection with the Traffic Engineering (TE) Spot 10 South Project, in the amount of \$40,000, for a new total not-to-exceed amount of \$793,873.

### **BACKGROUND AND DISCUSSION**

The RTC and Kimley-Horn and Associates, Inc. (KHA) entered into an agreement dated June 19, 2020, to perform engineering design and engineering during construction services in connection with the Traffic Engineering (TE) Spot 10 South Project as known as the 4th Street/Woodland Avenue Roundabout Project ("Project"). On December 17, 2021, the parties executed Amendment No. 1 for additional design elements for the roundabout as well as additional coordination with utilities and the Union Pacific Railroad (UPRR). During construction, it was determined that additional engineering during construction services were needed associated with utility undergrounding, soil nail wall modifications, and unsuitable subsurface conditions. This amendment (Amendment No. 2) to the agreement provides KHA \$40,000 for additional materials testing and inspection.

All other provisions of the PSA as previously amended shall remain in full effect.

### **FISCAL IMPACT**

Appropriations are included in the FY 24 Capital Budget.

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**PREVIOUS BOARD ACTION**

- 06/19/2020    Approved a Professional Services Agreement (PSA) with Headway Transportation, LLC. to provide design services and optional engineering during construction for the TE Spot 10 – Fuel Tax Project in an amount not to exceed \$289,800; authorize the RTC Executive Director to execute the agreement.
- 12/17/2021    Approved Amendment No. 1 to the professional services agreement (PSA) with Kimley-Horn & Associates, Inc., for final design and an extension to the expiration date of the agreement related to the TE Spot 10 - South project in the amount of \$209,302, for a new not-to-exceed amount of \$753,873.

AMENDMENT NO. 2

The Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates, Inc. (“Consultant”) entered into an agreement dated June 19, 2020, as previously amended by Amendment No. 1 dated November 22, 2021, (the “Agreement”). This Amendment No. 2 is dated and effective as of January 19, 2024.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to add additional funding for engineering during construction services due to an increase in the size of the scope and extended contract duration, and to extend the term of the Agreement;

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for the CONSULTANT to provide \$40,000.00 of additional engineering during construction and design support services.

WHEREAS, this Amendment reflects additional engineering during construction and design support services associated with utility undergrounding, soil nail wall modifications, unsuitable subsurface conditions and subgrade stabilization, slope stabilization, rip rap limit modifications, fire hydrant assembly design and relocation, advisory sign revisions, sanitary sewer manhole changes, drainage curb and additional coordination with local agencies all of which required an extra construction season to complete contracted work.

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

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

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

- 2. Section 3.2 of the contract shall be replaced in its entirety with:

The maximum amount payable to the 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 the RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to-exceed amounts:

Design and Building Services (Tasks A-G)	\$441,357
Engineering During Construction Services (Task H)	\$238,663
Optional Services (Task I)	\$18,072



Design Contingency (Task J)	\$13,000
<u>Design Support Services (Task K)</u>	<u>\$82,781</u>
Total Not-to-Exceed Amount	\$793,873

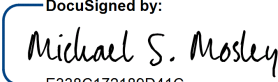
3. Exhibit B is replaced in its entirety with the version of Exhibit B attached hereto.
4. All other provisions of the Agreement shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

KIMLEY-HORN AND ASSOCIATES, INC.

By:  \_\_\_\_\_  
Michael Mosley, P.E., PTOE, Vice President

**Exhibit "B"**

**Exhibit B - Schedule of Services**  
**TE SPOT 10 – SOUTH PROJECT**  
**Amendment #2**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>TASK TOTALS</b>
A	Preliminary and General Items	\$21,762
B	Data Collection and Analysis	\$111,963
C	Preliminary Design (30%)	\$75,945
D	60% Design Phase	\$86,748
E	90% Design Phase	\$94,954
F	Final Design Phase	\$39,991
G	Bidding Services	\$9,994
	Total Design Services (Task A-G)	\$441,357
H	Engineering During Construction	\$198,663
	<b>Added</b>	<b>\$40,000</b>
I	Optional Services	\$18,072
J	Design Contingency	\$13,000
K	Added Design Support Services	\$82,781
	Original Total Not-to-Exceed Amount	\$753,873
	<b>Total Added by Amendment #2</b>	<b>\$40,000</b>
	<b>New Total Not-to-Exceed Amount</b>	<b>\$793,873</b>

**Exhibit B - Schedule of Services  
TE SPOT 10 – SOUTH PROJECT**

Prepared by Kimley-Horn      MSM      12/18/2023      vA2

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
		\$230	\$205	\$188	\$165	\$147	\$122	\$115	\$112	\$100				
<b>A</b>	<b>Preliminary and General Items</b>													
											0			\$0.00
	Project Management (18 months)	2	18							18	38			\$5,950.00
	Kickoff Meeting	1	4								5	\$500	Kickoff Travel	\$1,550.00
	Monthly Progress calls		18				18				36			\$5,886.00
	Coordination Meetings (4)		8				8				16			\$2,616.00
	Invoicing, Progress Reports, Work Planning		18					18			36			\$5,760.00
											0			\$0.00
	<b>Subtotal Hours</b>	<b>3</b>	<b>66</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>18</b>	<b>0</b>	<b>18</b>	<b>131</b>			
	<b>Subtotal Fee</b>	<b>\$690</b>	<b>\$13,530</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,172</b>	<b>\$2,070</b>	<b>\$0</b>	<b>\$1,800</b>		<b>\$500</b>		\$21,762.00
<b>B</b>	<b>Data Collection and Analysis</b>													
											0			\$0.00
	Field Review with Reno, NDOT		6				6				12	\$735	Travel	\$2,697.00
	Survey and Mapping (Site #1)		4				6				10	\$24,050	Surveyor Sub	\$25,602.00
	Aerial mapping (Sites #2,3,& 4)					4	4				8			\$1,076.00
	Centerline development					4			4		8			\$1,036.00
	ROW evaluation		1			4					5			\$793.00
	Utility mapping					20			20		40			\$5,180.00
	Utility Coordination		5		4	30	30				69			\$9,755.00
	NV Energy Coordination		10		20		30				60			\$9,010.00
	Geotechnical Evaluation		2		2		2				6	\$25,000	Geotech Sub	\$25,984.00
	Traffic Evaluation (Damonte @ Steamboat)				5						5			\$825.00
	Drainage BMP coordination		1		20						21			\$3,505.00
	Optional Auth #1 Drainage	1	5	10	25	40	80				161	\$100	Printing	\$23,000.00
	Optional Auth #2 Support Data										0	\$3,500	Geo and Surv	\$3,500.00
											0			\$0.00
	<b>Subtotal Hours</b>	<b>1</b>	<b>34</b>	<b>10</b>	<b>76</b>	<b>102</b>	<b>158</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>405</b>			
	<b>Subtotal Fee</b>	<b>\$230</b>	<b>\$6,970</b>	<b>\$1,880</b>	<b>\$12,540</b>	<b>\$14,994</b>	<b>\$19,276</b>	<b>\$0</b>	<b>\$2,688</b>	<b>\$0</b>		<b>\$53,385</b>		\$111,963.00
<b>C</b>	<b>Preliminary Design (30%)</b>													
	<b>Roundabout Design</b>										0			\$0.00
	Kickoff meeting	4	4	4			5				17	\$735	Travel	\$3,837.00
	Refined Pre 30% Concept	4	2	4	20		40				70			\$10,262.00
	30% Plans and Geo App (Draft Memo)	4	2	4	30		80				120			\$16,792.00
	Geometric Approval Meeting	4	4	4	20		40				72	\$735	Travel	\$11,407.00
											0			\$0.00
	Cover and General Notes					1	1		1		3			\$381.00
	Preliminary Typical Section (1)						2		2		4			\$468.00
	Plan sheets (4)					8	8		8		24			\$3,048.00
	Striping sheets (4)			2		5	5				12			\$1,721.00
	Grading design	2	1		50						53			\$8,915.00
	OPC				1	3			3		7			\$942.00
	Quality Control Review	1	2	5		2	2				12			\$2,118.00
	Submit 30% RTC and utilities		2				2			4	8			\$1,054.00
	Contingency Auth #1		14	19	20	20	19				92			\$15,000.00

**Exhibit "B"**

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
	<b>Subtotal Hours</b>	<b>19</b>	<b>31</b>	<b>42</b>	<b>141</b>	<b>39</b>	<b>204</b>	<b>0</b>	<b>14</b>	<b>4</b>	<b>494</b>			
	<b>Subtotal Fee</b>	<b>\$4,370</b>	<b>\$6,355</b>	<b>\$7,896</b>	<b>\$23,265</b>	<b>\$5,733</b>	<b>\$24,888</b>	<b>\$0</b>	<b>\$1,568</b>	<b>\$400</b>		<b>\$1,470</b>		\$75,945.00
<b>D</b>	<b>60% Design Phase</b>													
	Roundabout Final Checks Memo	4	2	4	20		40				70			\$10,262.00
	Cover and General Notes						1				0			\$0.00
	Sheet Index (1)						1		2		3			\$346.00
	Typical Sections (4)					5	8				13			\$1,711.00
	Geometric Layout Plans (1)					8	8				16			\$2,152.00
	Plan sheets (7)				5	15	15		15		50			\$6,540.00
	Project details (10)			2		10	10				22			\$3,066.00
	Grading and drainage (3)				50	10					60			\$9,720.00
	Striping Plan (6)					15	15				30			\$4,035.00
	Utility plans (3)				5		15				20			\$2,655.00
	Retaining Wall plans (2)		2	8	8	18	18				54			\$8,076.00
	Specification Outline		1		2		2				5			\$779.00
	OPC				1	3	6		3		13			\$1,674.00
	Field Review				5		5				10			\$1,435.00
	Quality Control Review	1	2	5		3	3				14			\$2,387.00
	Submit 60% RTC and utilities		2				2			4	8			\$1,054.00
	Prepare Public Website	5	8	8	5	15	15		15	15	86	\$400	Website hosting	\$12,734.00
	Contingency Auth #2						12				12	\$16,536	Potholes	\$18,000.00
											0			\$0.00
											0			\$0.00
	<b>Subtotal Hours</b>	<b>10</b>	<b>17</b>	<b>27</b>	<b>101</b>	<b>102</b>	<b>176</b>	<b>0</b>	<b>35</b>	<b>19</b>	<b>487</b>			
	<b>Subtotal Fee</b>	<b>\$2,300</b>	<b>\$3,485</b>	<b>\$5,076</b>	<b>\$16,665</b>	<b>\$14,994</b>	<b>\$21,472</b>	<b>\$0</b>	<b>\$3,920</b>	<b>\$1,900</b>		<b>\$16,936</b>		\$86,748.00
<b>E</b>	<b>90% Design Phase</b>													
	Landscape Concept Meeting and Coord.	4	8	4			20				36	\$1,000	Travel	\$6,752.00
	Construction Phasing and Traffic Control		5		25	5					35			\$5,885.00
	Cover, General Notes, Sheet Index						1				1			\$122.00
	Typical Sections (4)				3		4				7			\$983.00
	Geometric Layout Sheet (1)					2	2				4			\$538.00
	Plan sheets (7)				5	15	15		15		50			\$6,540.00
	<i>Design Services</i>		2		5	5	5				17			\$2,580.00
	Geometric and elevation control plans (3)					20	20				40			\$5,380.00
	Project Details (10)			2		10	10				22			\$3,066.00
	Grading and drainage (3)				10						10			\$1,650.00
	Signing and striping plans (6)					8	8				16			\$2,152.00
	Lighting and Plans (3)				25		25				50			\$7,175.00
	<i>ITS and Lighting Services</i>		10		5		15				30			\$4,705.00
	Photometric Calculation Report for NDOT		1		4		8				13			\$1,841.00
	Utility Plans (3)				4	8	8				20			\$2,812.00
	Retaining Wall Plans (3)		2	5	5	8	8				28			\$4,327.00
	<i>Services for Soil Nail Wall</i>	6	15	15	30	30	30				126			\$20,295.00
	Landscape Plans (3)			10		20	20				50			\$7,260.00
	Prepare specifications	2	4	4	10		10				30			\$4,902.00
	OPC				2		3		3		8			\$1,032.00
	Quality Control Review	1	2	5		3	3				14			\$2,387.00
	Submit 90% RTC and utilities		2				2			4	8			\$1,054.00
	NDOT Encroach. permit 1st Submittal		2	1	2		4			1	10			\$1,516.00

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
	<b>Subtotal Hours</b>	13	53	46	135	134	221	0	18	5	625			
	<b>Subtotal Fee</b>	\$2,990	\$10,865	\$8,648	\$22,275	\$19,698	\$26,962	\$0	\$2,016	\$500		\$1,000		\$94,954.00
<b>F</b>	<b>Final Design Phase</b>													
	Cover, General Notes, Sheet Index						1				1			\$122.00
	Typical Sections (4)						2				2			\$244.00
	Geometric Layout Sheet (1)						2				2			\$244.00
	Plan sheets (7)				2	7	7		7		23			\$2,997.00
	Geometric and elevation control plans (3)					10	10				20			\$2,690.00
	Project Details (15)			2		4	4				10			\$1,452.00
	Grading and drainage (3)				10						10			\$1,650.00
	Signing and striping plans (6)					6	6				12			\$1,614.00
	Lighting and ITS Plans (3)		1		10		15				26			\$3,685.00
	ITS and Lighting		4		5		5				14			\$2,255.00
	Utility Plans (3)				4	4	4				12			\$1,736.00
	Retaining Wall Plans (3)		1	2	2	5	5				15			\$2,256.00
	Soil Nail Wall	2	3	3	3	5	5				21			\$3,479.00
	Landscape Plans (3)			5		10	10				25			\$3,630.00
	Prepare specifications		4		6		10				20			\$3,030.00
	OPC				1	3			3		7			\$942.00
	Quality Control Review	2	2	5		3	3				15			\$2,617.00
	NDOT Encroach. permit 2nd Submittal		4	4	2		5				15			\$2,512.00
	Submit Bid documents to RTC	2	2	2	2		5			4	17	\$250	Printing/Delivery	\$2,836.00
	<b>Subtotal Hours</b>	6	21	23	47	57	99	0	10	4	267			
	<b>Subtotal Fee</b>	\$1,380	\$4,305	\$4,324	\$7,755	\$8,379	\$12,078	\$0	\$1,120	\$400		\$250		\$39,991.00
<b>G</b>	<b>Bidding Services</b>													
	Pre-Bid Meeting		1				3				4			\$571.00
	RFI Responses		2		5						7			\$1,235.00
	Addendum (1)		4		10	10	20				44			\$6,380.00
	Bid Opening and Bid Tabs		4				4				8	\$500	PM Travel	\$1,808.00
											0			\$0.00
	<b>Subtotal Hours</b>	0	11	0	15	10	27	0	0	0	63			
	<b>Subtotal Fee</b>	\$0	\$2,255	\$0	\$2,475	\$1,470	\$3,294	\$0	\$0	\$0		\$500		\$9,994.00
<b>H</b>	<b>Engineering During Construction</b>													
	Construction Administration		35		45		65				145	\$988	PM Travel (2 trips)	\$23,518.00
	<b>Added Construction Administration</b>	8	10		24		34				76			\$11,998.00
	Construction Survey		4		4		20				28	\$41,700	Survey	\$45,620.00
														\$0.00
	Inspection		10	85	116		515				726	\$1,000	Mileage	\$101,000.00
	<b>Added Inspection</b>	5		20	20		80				125	\$14	Mileage	\$17,984.00
	Material Testing		2		4		20				26	\$20,000	Materials Testing	\$23,510.00
											0			\$0.00
	As-built information		5		2		30				37			\$5,015.00
	<b>Added As-built information</b>		1		3		19				23			\$3,018.00
	<b>Added Optional Unforeseen Services</b>										0	\$7,000	As Authorized	\$7,000.00
											0			\$0.00
	<b>Subtotal Hours</b>	13	67	105	218	0	783	0	0	0	1,186			
	<b>Subtotal Fee</b>	\$2,990	\$13,735	\$19,740	\$35,970	\$0	\$95,526	\$0	\$0	\$0		\$70,702		\$238,663.00

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
<b>I</b>	<b>Optional Services</b>													
											0			\$0.00
	Additional Drainage Evaluation (Optional)		2		22		115				139	\$2	Printing	\$18,072.00
											0			\$0.00
											0			\$0.00
	PCC Pavement										0		TBD	\$0.00
	Driveway consolidation on 4th Street										0		TBD	\$0.00
											0			\$0.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>115</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>139</b>			
	<b>Subtotal Fee</b>	<b>\$0</b>	<b>\$410</b>	<b>\$0</b>	<b>\$3,630</b>	<b>\$0</b>	<b>\$14,030</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$2</b>		<b>\$18,072.00</b>
<b>J</b>	<b>Design Contingency</b>													\$13,000.00
<b>K</b>	<b>Design Support Services</b>													
	NDOT Permit for 1 Driveways		2		8		15				25	\$1,650	Printing/Survey	\$5,210.00
	UPRR Project Coordination	5	12	15	20	34	35				121	\$1,000	Travel for Meeting	\$19,998.00
	TE Spot 10 South B Separate Bid Pack.	4	20		40	50	50				164	\$50	Mileage	\$25,120.00
	TE Spot 10 South B Separate EDC		9	14	29		108				160	\$3,000	Materials Testing	\$25,438.00
	Project Visualization		5			20	25				50			\$7,015.00
											0			\$0.00
	<b>Subtotal Hours</b>	<b>9</b>	<b>48</b>	<b>29</b>	<b>97</b>	<b>104</b>	<b>233</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>520</b>			
	<b>Subtotal Fee</b>	<b>\$2,070</b>	<b>\$9,840</b>	<b>\$5,452</b>	<b>\$16,005</b>	<b>\$15,288</b>	<b>\$28,426</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$5,700</b>		<b>\$82,781.00</b>
	<b>Total Basic Services Hours</b>	<b>74</b>	<b>350</b>	<b>282</b>	<b>852</b>	<b>548</b>	<b>2,042</b>	<b>18</b>	<b>101</b>	<b>50</b>	<b>4,317</b>			
	<b>Total Basic Services Fee</b>	<b>\$17,020</b>	<b>\$71,750</b>	<b>\$53,016</b>	<b>\$140,580</b>	<b>\$80,556</b>	<b>\$249,124</b>	<b>\$2,070</b>	<b>\$11,312</b>	<b>\$5,000</b>		<b>\$150,445</b>		<b>\$793,873.00</b>



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.3.4

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

**SUBJECT: Traffic Signal Modifications 24-01 Amendment No. 1**

### **RECOMMENDED ACTION**

Approve Amendment No. 1 to the contract with Kimley Horn and Associates, Inc. for additional design services and engineering during construction services related to the Traffic Signal Modifications 24-01 Project, in the amount of \$589,930, for a new total not-to-exceed amount of \$1,121,490.

### **BACKGROUND AND DISCUSSION**

The RTC and Kimley-Horn and Associates, Inc. (KHA) entered into an agreement dated May 19, 2023, to perform engineering design and engineering during construction services in connection with the Traffic Signal Modifications 24-01 Project ("Project"). The original Project includes traffic signal modifications across a number of sites within the City of Reno and City of Sparks. It also included multiple traffic engineering studies to better understand specific traffic engineering issues and develop recommendations to consider for advancement.

One of the studies included a review of The Legends roundabouts along Lincoln Way between Sparks Boulevard and Marina Gateway Drive. The study found that specific modifications to the two roundabouts within the study segment would improve safety and operational issues observed and reported in the corridor. The original agreement did not include design and construction services for the study segment, as the scope of the proposed improvements were at the time unknown. RTC staff recommends that it would be appropriate and consistent with the initial selection of the consultant to amend the existing agreement to include scope and budget for additional design and engineering during construction services for the identified improvements on Lincoln Way.

This amendment (Amendment No. 1) breaks the Project into two (2) separate construction plan sets for bidding. The first plan set, identified in the original scope, is to construct improvements at the intersection of 7th Street and North McCarran Boulevard, the Midtown Reno roundabout, the intersection of Vassar Street and Harvard Way, and signal cabinet replacements at various locations. Construction for this bid package is anticipated to start in the late summer of 2024.

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The second plan set, amended in this action, is to modify the Legends roundabouts to improve traffic and safety. Construction for this bid package is anticipated to start in fall of 2024.

All other provisions of the contract shall remain in full effect.

### **FISCAL IMPACT**

Fuel Tax appropriations are included in the FY 24 Capital Budget for this action.

### **PREVIOUS BOARD ACTION**

5/19/2023      Approved a contract with Kimley-Horn for planning efforts, design services, and optional engineering during construction for the Traffic Signal Modifications (TSM) 24-01 project at various locations in the region, in an amount not-to-exceed \$531,560.



## AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Kimley Horn and Associates, Inc. (“Consultant”) entered into an agreement dated May 19, 2023. This Amendment No. 1 is dated and effective as of \_\_\_\_\_.

### RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to amend the project scope and budget for additional design and engineering during construction services:

WHEREAS, under the original scope, Kimley Horn and Associates undertook a study of Lincoln Way between Sparks Boulevard and Marina Gateway Drive. The original agreement did not include design and construction services for the study segment, as the scope of the proposed improvements were at the time unknown. The study found that specific modifications to the two roundabouts within the study segment would improve safety and operational issues observed and reported in the corridor. The RTC determined that it would be appropriate and consistent with the initial selection of the consultant to amend the existing agreement to include scope and budget for additional design and engineering during construction services for the identified improvements on Lincoln Way.

WHEREAS, under the original scope, Kimley Horn and Associates performed another engineering study which recommended additional improvements near North McCarran and 7<sup>th</sup> Street, including a new enhanced pedestrian crossing, lighting, and safety improvements. This amendment includes additional design scope to complete engineering work for these additional improvements.

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

1. Exhibit A – Scope of Services and Schedule of Services is replaced in its entirety with the version of Exhibit A attached hereto.
2. Exhibit B – Fee Schedule is replaced in its entirety with the version of Exhibit B attached hereto.
3. Section 3.2 shall be replaced in its entirety with the following:

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

Total Planning and Design Services (Tasks A through K)	\$800,085.00
Design Contingency (Task M)	\$34,000.00
Construction Services (Tasks L1 and L2)	\$267,405.00
<u>Construction Contingency (Task N)</u>	<u>\$20,000.00</u>
Total Not-to-Exceed Amount	\$1,121,490.00

4. All other provisions of the Agreement shall remain in full force and effect.

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

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REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Michael Mosley, P.E. PTOE  
Vice President

## **EXHIBIT A**

### **SCOPE OF SERVICES** **FOR THE** **TRAFFIC SIGNAL MODIFICATIONS 24-01 PROJECT**

This scope of services includes circulation and feasibility studies, design, and construction support of the Traffic Signal Modifications 24-01 Project. The project lies within the City of Reno and the City of Sparks. Sites within Nevada Department of Transportation (NDOT) jurisdiction are designated in the table below. Procurement and installation of infrastructure will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by Kimley-Horn and Associates (CONSULTANT). The extent of planning scope and design scope includes the improvement objectives at the following locations:

<b><u>#</u></b>	<b><u>Site Location</u></b>	<b><u>Improvement Objective</u></b>
<b>City of Reno</b>		

1	<p>McCarran Blvd. (SR 659)/7<sup>th</sup> St. (Proposed Limits from Sierra Highlands Dr. Tasha Ct.)*</p>	<ul style="list-style-type: none"> <li>• Intersection evaluation study including pedestrian circulation, traffic count, new Rectangular Rapid-Flashing Beacon (RRFB) or pedestrian hybrid beacon (PHB) location, signal timing improvements for pedestrian safety, striping improvements, and bus stop relocation.</li> <li>• Intersection design of recommend improvements which are anticipated to be pedestrian ramps, new RRFB or PHB crossing, bus stop relocation, pedestrian push buttons upgrades, signal timing, striping and slurry seal</li> <li>• See Task G herein for evaluation scope.</li> </ul> <p>Design scope shall include:</p> <ul style="list-style-type: none"> <li>• Custom sign alerting drivers that the outside southbound to eastbound left turn lane drops for the shopping center and updated speed limit signage.</li> <li>• Removal of overgrown landscaping that covers signing.</li> <li>• Two new light poles at Sierra Highlands Dr, which includes the verification of power source and trenching/patching associated with this work.</li> <li>• NV Energy coordination for new power pedestal for lighting.</li> <li>• Relocation on eastbound bus stop on the south side of 7th St with large bus stop pad. It is assumed that a portland cement concrete pavement pad is not needed for the bus area.</li> <li>• A bus pullout area for the eastbound routes west of 7th St/McCarran Blvd intersection to accommodate buses stopping outside of the through lanes. It is assumed that this work will not require a drainage memo and will not impact the block wall to the south.</li> <li>• An RRFB or PHB and details with roadway reconstruction, bulb outs, and sidewalk replacement on the south side of 7th St. including power, communication, and patching to existing signal cabinet at McCarran and 7th. It is assumed that this work will not require a drainage memo.</li> <li>• Intersection design to reconfigure the southbound to eastbound left turn lanes into one lane onto 7th St, pedestrian push button upgrades, and signal timing improvements.</li> </ul>
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2	Virginia St./Center St. Roundabout Improvements	<ul style="list-style-type: none"> <li>• Peer review of Virginia Street/Center Street Technical Memorandum</li> <li>• See Task K herein for evaluation scope.</li> </ul> <p>Design scope shall include:</p> <ul style="list-style-type: none"> <li>• Relocation of roundabout signage in conformance with the MUTCD.</li> <li>• Striping improvements recommended roundabout modifications including color contrast at truck apron and edge line delineation.</li> <li>• Wrong way signing and striping on Mary St at the Virginia St roundabout.</li> <li>• Pedestrian crossings at Cheney St and Moran St with crosswalks and pedestrian ramps.</li> <li>• Site protection bollards on NE and SW quadrants with edge line delineation.</li> <li>• Relocate light on SW quadrant of intersection.</li> </ul>
3	Vassar St./Harvard Way	<ul style="list-style-type: none"> <li>• Intersection design to improve NB to WB turning movements for buses which will include turning templates, slurry seal, and striping reconfigurations. CONSULTANT will also check impact to traffic signal which includes loops and recommended timing changes.</li> </ul>
<b>City of Sparks</b>		
4	Rock Blvd./ C Street	<ul style="list-style-type: none"> <li>• Design of traffic signal cabinet replacement with a new uninterrupted power service (UPS) combined with a new power pedestal</li> <li>• NV Energy coordination for new power pedestal</li> </ul>
5	McCarran Blvd (SR 659)/ York Way*	<ul style="list-style-type: none"> <li>• Design of traffic signal cabinet replacement with a new uninterrupted power service (UPS) combined with a new power pedestal</li> <li>• NV Energy coordination for new power pedestal</li> <li>• Title report for permanent construction easements</li> </ul>
6	Rock Blvd./ York Way	<ul style="list-style-type: none"> <li>• Design of traffic signal cabinet replacement with a new uninterrupted power service (UPS) combined with a new power pedestal</li> <li>• NV Energy coordination for new power pedestal</li> <li>• Title report for permanent construction easements</li> </ul>
7	Proctor R Hug High School Circulation Study (New Campus)	<ul style="list-style-type: none"> <li>• See Task H herein for study scope.</li> <li>• Develop exhibit for NDOT maintenance crews with updated striping and signage at El Rancho Dr and Sun Valley Blvd with delineators for the northbound add lane.</li> </ul>

8	The Outlets at Legends/Lincoln Way Site Circulation Study	<ul style="list-style-type: none"> <li>• See Task I herein for study scope.</li> </ul> <p>Design scope shall include:</p> <ul style="list-style-type: none"> <li>• Prepare separate bid package for site 8 to accommodate expedited schedule</li> <li>• Crosswalk markings at speed tables within the mall circulation.</li> <li>• Reconstruction of the E Lincoln Way and Scheels Drive/George Ferris Drive roundabout including modifications to the splitter islands, central island, curb and gutter, and sidewalks.</li> <li>• Enhanced destination signage and striping for all approaches at the Lincoln Way and Scheels Drive/George Ferris Drive roundabout with sign adjustments, new lane configurations, buffered lanes, and staggered approaches with yield triangles.</li> <li>• Lighting evaluation of future lighting layout and design at the E Lincoln Way and Scheels Drive/George Ferris Drive roundabout.</li> <li>• Rectangular Rapid Flashing Beacon (RRFB) crossings at all pedestrian crossings at the Lincoln Way and Scheels Drive/George Ferris Drive roundabout.</li> <li>• Striping and signage improvements with slurry seal within the improvement limits at the Legends Bay Drive and Lincoln Way roundabout.</li> <li>• Enhanced destination signage for all approaches at the Legends Bay Drive and Lincoln Way roundabout.</li> <li>• Drainage plan, profiles, and drainage details required as part of the reconstruction of the E Lincoln Way and Scheels Drive/George Ferris Drive roundabout.</li> <li>• Provide exhibit detailing signs and location for overhead guide structure for incorporation into Sparks Blvd project.</li> </ul>
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*\*Location is within NDOT right-of-way and will require an encroachment permit for design (2 permits).*

**A. Preliminary and General Items (Project Management):**

1. Coordination with the RTC Project Manager (PM) and staff will be ongoing throughout the project. The CONSULTANT will conduct progress status meetings with the RTC PM and other project stakeholders as shown in the below tasks. The CONSULTANT will coordinate a kick-off meeting with the RTC PM within two weeks from the Notice to Proceed. It is assumed that the CONSULTANT will meet with the RTC PM bi-weekly throughout the duration of design.

**B1. Data Collection, Analysis, and Design for Sites 1-6, 8:**

1. Investigate Existing Conditions and Field Inventory

- a. CONSULTANT will obtain and review available as-built plans from NDOT, City of Sparks, and City of Reno for project locations.
- b. CONSULTANT will conduct a field review with City of Reno and City of Sparks to evaluate existing field conditions for infrastructure improvements.
- c. CONSULTANT will not evaluate existing pedestrian ramps for general compliance with current ADA/PROWAG standards. If the ramps are in conflict with proposed improvements, evaluation of ramps for ADA/PROWAG compliance will be considered an additional service unless otherwise noted.

2. Survey and Mapping

- a. Aerial Mapping: Aerial photography for these sites will use NearMap aerials or Washoe County aerials provided by the RTC. The aerials will be put in the same coordinate system for consistency.
- b. Centerlines will be developed off of existing features. NDOT as-built plans will also be used to establish a centerline on NDOT facilities for the encroachment permit plan sets.
- c. Boundary Survey:
  - i. Survey boundary services will not be done for Sites 2-6 as work will be limited to infrastructure within existing right-of-way. CONSULTANT will evaluate right-of-way and easement needs based on County GIS data and where new equipment is to be installed.
  - ii. Survey boundary services will not be done for Site 7 as work will be limited planning evaluations. CONSULTANT will evaluate right-of-way and easement needs based on County GIS data and where new equipment is being evaluated.
  - iii. Provide two (2) legal descriptions & title reports for Site 1, one (1) legal descriptions & title reports for Site 5, and one (1) legal descriptions & title reports for Site 6.
- d. Supplemental Design Survey for Sites 2-7: Supplemental Survey is not included at these sites and will be considered an additional service if needed.
- e. Boundary and Topographic Survey for Sites 1&8:
  - i. Using a subconsultant, the CONSULTANT will obtain topographic survey for the project area which includes the McCarran Blvd and 7th St intersection from Sierra Highlands Drive to Tasha Ct (approximately 2.5 acres). The topographic survey will include road cross-sections, existing striping, edge of pavement, curb/gutter, surface utility information including invert and rim elevations of sanitary and storm sewer manholes and catch basins and will be suitable for design services identified in this scope of work. Property corners and right of way monuments will be located to establish right of way and adjacent property limits.

- ii. Using a subconsultant, the CONSULTANT will obtain topographic survey for the project area which includes the roundabout at the E Lincoln Way & Scheels Drive/George Ferris Drive intersection (approximately 5.5 acres). The topographic survey will include road cross-sections, median islands, existing striping, edge of pavement, curb/gutter, surface utility information including invert and rim elevations of sanitary and storm sewer manholes and catch basins and will be suitable for design services identified in this scope of work. Property corners and right of way monuments will be located to establish right of way and adjacent property limits.
- iii. Using a subconsultant, the CONSULTANT will also obtain topographic survey for the project area which includes the roundabout and the E Lincoln Way & Legends Bay Drive intersection (approximately 2.5 acres). The topographic survey will include curb lines, existing striping, and edge of pavement and will be suitable for design services identified in this scope of work. Property corners and right of way monuments will be located to establish right of way and adjacent property limits.
- iv. Project site will be surveyed to locate right of way limits and improvements that exist in the site area. Coordinate system shall be NAD83/94 State Plane with ground in the appropriate zone. Controls will be obtained from the NDOT Location Information System (LOIS) (<https://gis.nevadadot.com/lois>).

3. Subsurface Utilities

CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level D. Depiction of subsurface utilities on plan sheets will be developed under design. All located, existing underground utilities will be shown on the plan sheets, accompanied with the following “Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level ‘D’, unless otherwise noted.”

4. Utility Coordination

CONSULTANT will coordinate with the utility agencies for as-built and mapping information, upcoming work, facility relocations and new installations, to ensure utilities likely affected by the project are drawn on the plans. Also, CONSULTANT will evaluate potential conflicts through field investigation and investigate potential conflict resolution strategies.



5. Utility Pothole Exploration:  
Should insufficient information be available from existing records to determine whether conflicts between the proposed work and existing utilities will occur, the CONSULTANT will not pothole locations to make such a determination. This will be an additional service if required.
6. Traffic Signal Basis of Design  
Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless important details are obscured.
7. Geotechnical Evaluation  
A geotechnical evaluation will not be performed for improvements at McCarran Boulevard and 7th Street or Virginia Street as it is not anticipated to be required. New pavement sections are assumed to match existing with a minimum of six inches AC over twelve inches of aggregate base

Using a subconsultant, CONSULTANT will provide a qualified field personnel to perform asphalt coring at up to 5 locations to determine the existing structural section for the reconstruction of the E Lincoln Way and Scheels Drive/George Ferris Drive roundabout project area.

8. Drainage Evaluations
  - a. Draft Technical Drainage Report:  
CONSULTANT shall evaluate the proposed improvements to the E Lincoln Way and Scheels Drive/George Ferris Dr intersection in accordance with the Truckee Meadows Regional Drainage Manual. Proposed drainage improvements include storm drain and drop inlets to ensure dry lane criteria is met per the Truckee Meadows Regional Drainage Manual and to drain low points that may be present in the intersection. Consultant shall prepare a Draft Technical Drainage Report concurrent to the 50% design stage summarizing existing drainage conditions; report findings and recommendations; review previously approved drainage studies for adjacent sites and facilities; perform site investigation to locate and inventory existing drainage facilities; prepare hydrologic models within the project for the 5-year and 100-year return period storm events for the offsite and onsite ultimate conditions; prepare detailed storm drain system hydraulic models and perform drop inlet and lateral calculations; prepare normal depth calculations based on the proposed street section with curb and gutter to ensure dry lane criteria is met. Design of storm water treatment controls are excluded from the scope of services.
  - b. Final Technical Drainage Report:  
Consultant shall incorporate comments from the Draft Technical Drainage Report review and revise the plans accordingly for the final submittal concurrent to the 100% design stage.

Consultant will compile comments and written responses to comments along with final design information, calculations and models and include them in a stand-alone Final Technical Drainage Report to be used as a record for the basis of design for the project. The Final Technical Drainage Report shall include information from the Draft Technical Drainage Report and all associated revisions made as applicable. This report will also incorporate storm drain plan and profiles (including lateral plan and profile) information and details, calculations or models revised since the Draft Drainage Report was submitted. The Consultant will provide a complete electronic submittal of the Final Drainage Report with associated input & output files, calculations and associated revisions made as applicable in PDF format.

#### Digital Submittal of the Final Drainage Study to RTC

9. Environmental Services  
Environmental services are not anticipated for this project and therefore excluded.

## **B2. Additional Coordination Items**

1. Public Meeting for Education on PHB at McCarran Blvd and 7th St:  
The CONSULTANT will work with the RTC project manager and City of Reno to provide education on the use of pedestrian hybrid beacons (PHB) for up to one (1) virtual meeting. The CONSULTANT will provide the RTC with support materials for up to two (2) exhibits with an overview of the project, project background, and need of the PHB. The City of Reno and RTC will advertise the public meeting on their agency websites. The public will be encouraged to ask questions and offer their input during the meetings or through email communication.
2. Stakeholder Engagement for Bollard Design at Virginia Street and Center Street:  
The CONSULTANT will prepare conceptual horizontal design layouts at the 15% design level for up to three (3) types of potential bollard alternatives. City of Reno shall select type of bollard to move forward with to final design. These alternatives will be conveyed on three (3) exhibits.  
  
The CONSULTANT will meet with the RTC and City of Reno to determine the preferred alternative, which includes up to two (2) virtual meetings.
3. Public Meeting for Parking Changes on Virginia Street:  
The CONSULTANT will work with the RTC project manager and City of Reno to provide up to one (1) exhibit on a conceptual layout for up to one (1) virtual meeting. The CONSULTANT will provide the RTC with support materials for an overview of the project, project background, and need of the design changes

along the corridor. The City of Reno and RTC will advertise the public meeting on their agency websites. The public will be encouraged to ask questions and offer their input during the meetings or through email communication.

4. Signage Layout to Advise Sparks Blvd Design Team

The CONSULTANT will provide an exhibit detailing signs and location for overhead guide structure for incorporation into Sparks Blvd project. This exhibit will detail the location and depiction of the signs that Sparks Blvd design team will then incorporate into their plans as part of the Sparks Blvd construction package. This design assumes up to two (2) submittals to the stakeholders, the RTC and the City of Sparks.

There is one (1) meeting assumed as part of this scope for stakeholder coordination. If stakeholders would like additional meetings or the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be considered as an additional service.

5. Support Materials for Meeting with City of Sparks Citizen's Advisory Board and Sparks City Council:

The CONSULTANT will work with the RTC project manager and City of Sparks to provide recommended improvement exhibits and presentation material for up to two (2) meetings. The City of Sparks and RTC will advertise the public meeting on their agency websites. The public will be encouraged to ask questions and offer their input during the meetings or through email communication.

### **B3. Roundabout Horizontal Design**

1. Refined Roundabout Concept

The primary purpose of this task is incorporate comments from previous concept meetings with City of Sparks and RTC and to verify the footprint of the E Lincoln Way and Scheels Dr/George Ferris Dr roundabout and the striping layout of the Legends Bay Drive and Lincoln Way roundabout. The refined concept will evaluate approach and departure alignment alternatives, including the channelization of approach, circulatory, and departure lanes, with respect to known project constraints, design vehicles, right of way, local access, and utilities. Roundabout design will be in conformance with principles described in NCHRP Report 1043.

The layouts will include pavement and will include color coded areas identifying landscape opportunities and potential sight line constraints based on estimated sight lines. Project constraints and right of way will be identified.

Key features evaluated during this phase include:

- Size and location of roundabout relative to right-of-way and geometric constraints
- Number of approach, departure, and circulatory lanes

- Channelization and striping strategies for circulating lanes and design vehicle accommodation
- Approach and departure alignment
- Design speed, design vehicle, and sight line considerations (Preliminary calculations will be conducted at this phase of concept refinement. Final design check calculations will be completed during the geometric approval drawing (GAD) task.)
- Local access impacts and circulation
- Travel paths for bicyclists and pedestrians
- Continuity for pedestrian travel and access to transit facilities
- Estimated functional area of intersection based on roundabout geometric features and roundabout design influence areas

One (1) initial concept will be provided to the stakeholders and up to one (1) concept will be revised at the E Lincoln Way and Scheels Drive/George Ferris Drive roundabout based on stakeholder feedback. This may include alternative means to achieve target safety performance measures, pedestrian and vehicle site circulation, right-of-way impacts, utility avoidance, environmental avoidance/mitigation areas, etc. In some cases, and at the discretion of the engineer, there could be a hybrid of various features that help explore the range of options and tradeoffs for each concept. Options and trade-offs typically include variations on the roundabout inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry.

It is assumed that constraints at the project location will be identified and provided prior to development of the refined project concepts.

The preferred concept layout for the E Lincoln Way and Scheels Dr/George Ferris Dr roundabout will serve as the basis for optimization of the roundabout and GAD.

## 2. Stakeholder Meetings to Review Refined Concept

The CONSULTANT will facilitate up to two (2) workshops with stakeholders to review the draft concept layouts for the E Lincoln Way and Scheels Dr/George Ferris Dr and Legends Bay Drive and Lincoln Way roundabouts. After review by the stakeholders, one round of adjustments to the layout is included, as described in the refined roundabout concept task.

## 3. Roundabout Engineering Design Checks and GAD Preparation

### a. Engineering Design Checks:

The CONSULTANT will complete engineering design check calculations to obtain geometric approval of the preferred concept for the E Lincoln Way and Scheels Dr/George Ferris Dr roundabout. Preliminary engineering plans are assumed to extend to the point

where the improvements conform with existing street infrastructure or proposed street typical section, whichever is less.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted and optimized to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 1043 – Chapter 9 Geometric Design Process and performance Checks, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance
- Stopping Sight Distance
- Path overlap estimation for multi-lane entries and departures

b. Geometric Approval Drawing (GAD) (50% Design Level)

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the intersection will be defined. Typical sections of each leg, the roundabout circulatory roadway and central island will be prepared.

The CONSULTANT assumes that all constraints, storm drain impacts, and other above and below ground considerations will be provided prior to the start of this task.

Preliminary centerline and curb profiles will be generated to a level sufficient to identify estimated grading of the roadway finished surface, potential vertical considerations to achieve target sight lines, and to identify drainage patterns. A preliminary contour plan of the finished surface will be prepared as a design check for drainage, right-of-way, sight line, high center of gravity vehicle stability, and driver comfort.

This task is established to achieve geometric approval of the E Lincoln Way and Scheels Dr/George Ferris Dr roundabout through the RTC and City of Sparks. The format of the GAD deliverable will be a single-sheet roll plot of the project area. This roll plot will

include curb geometry, as well as signing and striping, with general informational callouts of the improvements, hatches to denote areas of improvements, contour grading plan, centerline profiles, and linework for the existing utilities and preliminary underground drainage improvements, and typical sections.

The CONSULTANT assumes after one round of revisions, consultation, and response to consolidated comments, the roundabout will be considered geometrically approved. After approval, CONSULTANT will proceed to 100% design submittal. Any requests or directions to change the horizontal curb geometry within the functional area of the roundabout will be considered out of scope work.

The Legends Bay Drive and Lincoln Way roundabout improvements will include signing and striping modifications only, as such, there will not be evaluation of this intersection as part of this task. If curb line modifications are evaluated, this analysis will be considered as an additional service.

The CONSULTANT to provide one (1) right-of-way exhibit detailing locations at E Lincoln Way and Scheels Drive/George Ferris Drive improvement protrude outside the City of Sparks right-of-way limits.

## **C1. 60% Design for Project Sites 1-6**

1. Prepare 60% Plans, Opinion of Probable Construction Cost (OPC), and Specifications for Project Sites 1-6.
  - a. The construction plans will be on 11" x 17" size sheets and will show all necessary elements of the project construction, including plan/profile view, right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum: Cover Sheet, Plan Sheets (at 1"=40' scale), Detail Sheets (scales as noted).
  - b. Plan updates and further development. Prepare plans, and an OPC suitable for RTC and Local Government review.

Project Plans (50) will include:

- i. Cover, General notes, Location Map (3)
- ii. Typical Sections (2)
- iii. Horizontal Control Plan (2)
- iv. Demolition sheets (6)
- v. Plan sheets (15)
- vi. Signing and Marking sheets (2)
- vii. Lighting Plan sheets (2)
- viii. Project details (18)

- c. CONSULTANT will perform a project walk through to evaluate that the project scope has been sufficiently captured.
- d. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
- e. CONSULTANT will prepare up to four (4) exhibits for easements needed for the improvements which will outline the area of impact, Parcel APN information, and proposed design for RTC Washoe Right-of-Way Agents to coordinate on RTC's behalf. As boundary services are not going to be performed for Sites 5 and 6, exhibits will be based on the County GIS data whereas for Site 1, boundary services will be performed by a professional land surveyor and will be the basis for this easement. The exhibits will be provided for review via email in .pdf format.
- f. CONSULTANT will attend one virtual review meeting with RTC and ROW Agents to review the exhibits and collect one set of consolidated comments for incorporation into the final exhibits. Additional revisions to the exhibits will be considered an additional service.
- g. CONSULTANT will submit 60% Plans to RTC, City of Reno, City of Sparks, and/or to utility agencies, as appropriate for each site.

## **C2. 60% Design for Project Site 8**

- 1. Prepare 60% Plans and Opinion of Probable Construction Cost (OPC) for Project Site 8 concurrently with GAD.
  - a. The construction plans will be on 11" x 17" size sheets and will show all necessary elements of the project construction, including plan view, right-of-way lines, typical sections, and approximate construction limits.
  - b. Production of plans with horizontal elements based on the GAD.
    - Prepare plans and an OPC for review to provide a baseline for utility, right-of-way, and other design constraints.
    - Project Plans (20) will include:
      - i. Cover, General notes, Location Map (3)
      - ii. Typical Sections (5)
      - iii. Plan sheets with Lighting and Storm Drain (4)
      - iv. Grading sheets (4)
      - v. Signing and Marking sheets (4)
  - c. A quality control review of the plans, contract documents will be performed by the CONSULTANT which will focus on technical

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

- d. CONSULTANT will prepare up to two (2) exhibits for easements needed for the improvements which will outline the area of impact, Parcel APN information, and proposed design for RTC Washoe Right-of-Way Agents to coordinate on RTC's behalf. Boundary services will be performed by a professional land surveyor for Site 8 and will be the basis for the easements. The exhibits will be provided for review via email in .pdf format.
- e. CONSULTANT will attend one virtual review meeting with RTC and ROW Agents to review the exhibits and collect one set of consolidated comments for incorporation into the final exhibits. Additional revisions to the exhibits will be considered an additional service.
- f. CONSULTANT will submit 60% Plans to RTC, City of Sparks, and/or to utility agencies, as appropriate.
- g. No revisions will be done to the 60% Plans based on the GAD submittal. Revisions will be completed as design moves forward to the 100% submittal.

#### **D. 90% Design for Project Sites 1-6**

- 1. Prepare 90% Plans, OPC, and Specifications for Project Sites 1-6.
  - a. CONSULTANT shall conduct comment review meeting to review consolidated comments and incorporate review comments from RTC, City of Sparks, and City of Reno into the 90% design process.
  - b. Plan updates and further development. Prepare plans and an OPC suitable for RTC and Local Government review.

Project Plans (54) will include:

- i. Cover, General notes, Location Map (3)
- ii. Typical Sections (2)
- iii. Horizontal Control Plan (2)
- iv. Demolition sheets (6)
- v. Plan sheets (15)
- vi. Signing and Marking sheets (2)
- vii. Lighting Plan sheets (4)
- viii. Project details (20)

- c. Project Specifications: CONSULTANT will prepare Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.
- 2. A quality control review of the plans, contract documents and technical



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

3. CONSULTANT will submit 90% Plans to RTC, City of Reno, City of Sparks, and to utility agencies.
4. Prepare and Submit NDOT Encroachment Permits: CONSULTANT will prepare and process encroachment permit packages through NDOT District 2. Two (2) permits will be processed as part of the scope of this work for McCarran Blvd (SR 659)/7th St and McCarran Blvd (SR 659)/York Way.

The CONSULTANT will submit the completed application and submit the color-coded plans at the 90% submittal. One (1) set of review comments for each site will be collected from NDOT and processed by the CONSULTANT for each permit. The final submittal for each permit will be at the Bid Package Final submittal. The RTC or appropriate local agency will be the applicant on each permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permits. Permit Terms and Conditions will be incorporated into the project specifications.

#### **E1. Bid Package Final Design for Project Sites 1-6 (Signed and sealed bid documents)**

1. CONSULTANT shall conduct comment review meeting to review consolidated comments and incorporate review comments from RTC, City of Sparks, City of Reno, and NDOT into Final Construction Document process.
2. Prepare Final Plans and Specifications: Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the latest boilerplate via e-mail in MS Word format.
3. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that anticipated items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and Quality Control review comments will be addressed with the final Plans and Specifications.
4. The final construction plans will be on 11" x 17" size sheets and will show all anticipated elements of the project construction. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications

will be submitted to the RTC, City of Reno, City of Sparks, NDOT, and to utility agencies and other affected parties for review at the 60%, 90%, and final stages of completion per the following:

- a. Electronic (in Portable Document Format (PDF)) 11"x17" plans and specifications will be sent to the review agencies at each submittal including the final cover sheet which will be routed digitally for signature.

## **E2. Final Design for Project Site 8 (100%/Signed and sealed bid documents)**

1. Prepare 100% Plans, OPC, and Specifications for Project Site 8.
  - a. Prepare 100% Plans, an OPC and Specifications: Prepare Final Construction Plans, Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the latest boilerplate via e-mail in MS Word format.

Project Plans (54) will include:

    - vi. Cover, General notes, Location Map (3)
    - vii. Typical Sections (5)
    - viii. Horizontal Control Plan (2)
    - ix. Demolition sheets (4)
    - x. Plan sheets (4)
    - xi. Grading sheets (4)
    - xii. Roadway Profile sheets (6)
    - xiii. Signing and Marking sheets (5)
    - xiv. Storm Drain Plan and Profile Sheets (4)
    - xv. Lighting Plan sheets (5)
    - xvi. Project details (8)
    - xvii. Landscaping sheets (4)
2. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and Quality Control review comments will be addressed with the final plans and specifications.
3. Submit 100% plans, OPC and Specifications to RTC and City of Sparks for review.

4. CONSULTANT shall conduct comment review meeting to review consolidated 100% comments and incorporate review comments from RTC, and City of Sparks into Final Design Signed and Sealed Bid Package.
5. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and Quality Control review comments will be addressed with the final plans and specifications.
6. The final construction plans will be on 11" x 17" size sheets and will show all anticipated elements of the project construction. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Sparks, and to utility agencies and other affected parties for review at the final stage of completion per the following:
  - a. Electronic (in Portable Document Format (PDF)) 11"x17" plans and specifications will be sent to the review agencies at each submittal including the final cover sheet which will be routed digitally for signature.

#### **F1. Bidding Services for Sites 1-6**

1. Plan Set and Specification Distribution. CONSULTANT will provide the RTC with final plans and specifications, including addenda, in PDF, for use in the Procurement system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will participate in the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will respond to bid RFIs and prepare and provide up to one (1) 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.

## **F2. Bidding Services for Site 8**

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

## **G. McCarran Blvd. (SR 659)/7th St. Evaluation**

*(Proposed Limits from Sierra Highlands Dr. to Tasha Ct.)*

The CONSULTANT will review pedestrian circulation and bus stop locations along 7<sup>th</sup> Street between Sierra Highlands Dr. and Tasha Ct. Intersection operations evaluations will also be completed at McCarran Blvd (SR 659)/7<sup>th</sup> St.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to two (2) project meetings. Anticipated meetings include:
  - a. One (1) Meeting with RTC and City of Reno
  - b. Comment/Resolution Meeting (After RTC and City of Reno review draft memorandum)
2. Neighborhood Advisory Board Meetings: The CONSULTANT will work with the RTC project manager and City of Reno to provide recommended improvement exhibits and presentation material for up to two (2) meetings. The City of Reno and RTC will advertise the NAB meeting(s) on their agency websites and through the NAB. The public will be encouraged to offer their input on the study during the meetings or through email communication.
3. Data Collection/Research: The following information will be collected through one (1) site visit and portable camera installations where applicable.
  - a. Site visit to observe vehicle operations, pedestrian circulation, and safety issues
  - b. AM/PM Peak-Hour vehicle turning movement counts and pedestrian volumes will be collected at McCarran Blvd (SR 659)/7th St.
  - c. Intersection lane configuration and vehicle storage lengths at

McCarran Blvd (SR 659)/7th St.

d. AADT Counts between Sierra Highlands Dr. and Tasha Court

4. Traffic Analysis: Using the data collected, the CONSULTANT will analyze (4) traffic scenarios (existing, existing plus recommended improvements, 2040 background, 2040 background plus recommended improvements) for McCarran Blvd (SR 659)/7th St. This effort will utilize Highway Capacity Manual 6th Edition techniques for determining the LOS at the intersections. The analysis shall include calculations of left turn storage bay lengths on all legs of the intersection. Lane utilization for the dual southbound left turns will be observed.
5. Pedestrian Circulation and RRFB Evaluation: A qualitative review of the pedestrian circulation from 7<sup>th</sup> Street and pedestrian access across 7<sup>th</sup> Street will also be documented and reviewed. An evaluation of the installation of an RRFB following the NDOT *Pedestrian Safety Improvement Evaluation Guideline for Uncontrolled Crossings* will also be conducted. One (1) figure will be developed documenting pedestrian circulation paths and restricted/limited-access areas. Recommendations for improvements will be developed as appropriate. Consideration for bicycle facilities in the area will also be considered as part of the pedestrian circulation.
6. Crash Data Summary: NDOT will be contacted in an attempt to collect publicly available crash data for the most recent three-year period. This data will be reviewed for crash characteristics that could be mitigated through site access improvements and summarized for inclusion in the technical memorandum.
7. Technical Memorandum: Efforts completed in subtasks 1-6 will be documented in a technical memorandum with graphics as deemed appropriate by the CONSULTANT. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC and City of Reno. The CONSULTANT will participate in one (1) conference call with the RTC and City of Reno to discuss the findings and recommendations contained in the draft technical memorandum. Coordination with NDOT will be conducted on an as needed basis.

Consultant will address one (1) set of consolidated, non-conflicting RTC and City of Reno comments on the draft memorandum. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be considered as an additional service. Any additional comment responses, regardless of origin, will also be considered as an additional service. The CONSULTANT will prepare and submit an electronic (PDF) copy of the final memorandum to the RTC and City of Reno. Coordination with NDOT will be conducted on an as needed basis.

8. Improvement Plans: The CONSULTANT will prepare plans based on the recommendations from Subtask 6 per the scope described in Tasks B-F herein.

#### **H. Proctor R Hug High School Circulation Study**

The site circulation study for the new Proctor R Hug High School Campus off of Sullivan Lane will evaluate vehicle and pedestrian access along El Rancho Drive and Sullivan Lane and evaluate the on-site parking areas to propose recommendations for improved vehicle and pedestrian access and circulation.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to three (3) in-person project meetings. Anticipated meetings include:
  - a. One (1) Meeting with RTC, Washoe County School District (WCSD), and City of Reno
  - b. One (1) meeting with Campus Site Walk (include Safe Routes to School Officer and Transportation Staff) anticipated June 6<sup>th</sup> to capture normal operations this school year
  - c. One (1) comment/resolution meeting (After RTC, City of Sparks, and WCSD review draft memorandum)
2. Data Collection/Research: In addition to the site walk conducted as part of Subtask 1, the following information will be collected with portable camera installations and site visits at the existing Proctor R Hug High School site:
  - a. Review of site traffic study and notes on recent operational changes completed by WCSD
  - b. Review Pick-up/drop off operations
  - c. Review Busing Operations
  - d. Review Vehicle and pedestrian access along El Rancho Drive and Sullivan Lane
  - e. Collect publicly available crash data for the most recent three-year period.
  - f. AM/PM Peak-Hour Turning Movement Counts at the following five (6) intersections:
    - i. El Rancho Drive/Sullivan Lane
    - ii. Sullivan Lane/North Entrance to Hug High School
    - iii. Sullivan Lane/South Entrance to Hug High School
    - iv. Sun Valley Blvd/El Rancho Drive
    - v. Sullivan Lane /McCarran Blvd
    - vi. El Rancho Drive/McCarran Blvd
  - g. Roundabout driver behavior along the roundabout approaches, will be obtained by drone video imagery supplemented with video tracking software to document roundabout entry speeds and vehicle travel paths. Approximately 30-minutes of video for each peak-period (2-hour total video length) will be collected during weekday AM and PM school peak-periods. FAA permissions to fly drones at 400 feet will be sought as the school and roundabouts are within the flight path of the Reno/Tahoe Airport.

- h. Intersection lane configuration, priority to circulating traffic, speed consistency, natural paths, vehicle storage lengths, speed limits, lane discipline, lane utilization, adjacent land uses, and other readily apparent features for the study facilities that are deemed by the CONSULTANT to be relevant to the Scope of Services.
  - i. Cameras will be installed on campus for one (1) day to provide documented observations. Parking capacity will be documented and three (3) parking counts will be conducted throughout one (1) day (at 8:00 AM, 12:30 PM, and 4:00 PM).
- 3. Traffic Analysis: Using the data collected and obtained in Subtask 2, the CONSULTANT will complete geometric and operational evaluations for the three (3) study intersections at roundabouts and three (3) signalized intersections. These evaluations will include the following efforts:
  - a. Documentation of field observations related to the intersection's signing, striping, geometric features, driver behavior, etc.
  - b. Summary of the data collected at the intersection, anticipated to include approach speeds and a summary of the collision frequency/patterns.
  - c. Recommended remedial measures for signing/striping and geometric configurations. These recommendations will include conceptual OPCs for the primary purpose of assisting the project team with the selection and prioritization of intersection and corridor modifications.
- 4. Vehicle Circulation Evaluation: A qualitative review of the vehicle circulation at the Hug High School campus will be provided. One (1) figure will be developed documenting vehicle circulation paths and restricted/limited-access areas. As part of this evaluation the existing available parking stalls will be counted and circulation will be reviewed. The pick-up/drop-off data collected as part of Subtask 2 will be reviewed to determine if operational improvements can be made. Recommendations for improvements will be developed as appropriate.
- 5. Pedestrian Circulation Evaluation: A qualitative review of the pedestrian circulation from El Rancho Drive, from Sullivan Lane, and to/from the parking areas will be provided. Pedestrian access across El Rancho Drive and Sullivan Lane will also be documented and reviewed. One (1) figure will be developed documenting pedestrian circulation paths and restricted/limited-access areas. Recommendations for improvements will be developed as appropriate.
- 6. Technical Memorandum: Efforts completed in Subtasks 1-5 will be documented in a technical memorandum with graphics as deemed appropriate by the CONSULTANT. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC, City of Sparks, and WCSD. The CONSULTANT will participate in one (1)

conference call with the RTC, City of Sparks, and WCSO to discuss the findings and recommendations contained in the draft technical memorandum.

CONSULTANT will address one (1) set of consolidated, non-conflicting RTC, City of Sparks, and WCSO comments on the draft memorandum. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be considered as an additional service. Any additional comment responses, regardless of origin, will also be considered as an additional service. The CONSULTANT will prepare and submit an electronic (PDF) copy of the final memorandum to the RTC and City of Sparks.

### **I. The Outlets at Legends/Lincoln Way Site Circulation Study**

The site circulation study for the Outlets at Legends will evaluate intersection operations and configurations at four (4) intersections as sited in Subtask 3, vehicle circulation, document any safety observations, and provide recommendations to improve vehicle circulation within the study area.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to three (3) project meetings. Anticipated meetings include:
  - a. One (1) Meeting with RTC and City of Sparks
  - b. One (1) coordination meeting with Legends Bay Casino
  - c. One (1) comment/resolution meeting (After RTC and City of Sparks review draft memorandum)
2. Stakeholder Coordination: The CONSULTANT will conduct up to two (2) meetings with Red Development. The first meeting will introduce the project and gather initial feedback from Red Development. The second meeting will provide recommendations and allow Red Development an opportunity to provide feedback.
3. Data Collection/Research: The following information will be collected through one (1) site visit and portable camera installations where applicable.
  - a. Review Legends Bay Casino traffic study
  - b. Sparks Boulevard Project analysis for Lincoln Way/Sparks Boulevard (signalized)
  - c. Mall Circulation Study (provided by RTC)
  - d. Collect publicly available crash data for the most recent three-year period.
  - e. Site visit to observe vehicle operations and document any safety concerns
  - f. AM/PM peak-hour vehicle turning movement counts and pedestrian volumes at the following four (4) intersections:
    - i. Lincoln Way/Marina Gateway Drive (signalized)
    - ii. Lincoln Way/Legends Bay Drive (roundabout)
    - iii. Lincoln Way/Scheels Drive (roundabout)
    - iv. Lincoln Way/Sparks Boulevard (signalized)
  - g. Intersection lane configuration for all intersections
  - h. Roundabout driver behavior along the roundabout approaches, will be obtained by drone video imagery supplemented with video tracking software to document roundabout entry speeds and vehicle travel



paths. Approximately 30-minutes of video for each peak-period (2-hour total video length) will be collected during weekday AM and PM peak-periods. FAA permissions to fly drones at 400 feet will be sought as the roundabouts are within the flight path of the Reno/Tahoe Airport.

4. Traffic Analysis: Using the data collected and obtained in Subtask 3, the CONSULTANT will complete geometric and operational evaluations for the four (4) study intersections (two (2) roundabouts). These evaluations will include the following efforts:
  - a. Documentation of field observations related to the intersection's signing, striping, geometric features, driver behavior, etc.
  - b. Summary of the data collected at the intersection, anticipated to include approach speeds and a summary of the collision frequency/patterns.
  - c. Recommended remedial measures for signing/striping and geometric configurations. These recommendations will include conceptual OPCs for the primary purpose of assisting the team with the selection and prioritization of intersection and corridor modifications.
5. Vehicle Circulation Evaluation: A qualitative review of the vehicle circulation at The Outlet at Legends will be provided. One (1) figure will be developed documenting vehicle circulation paths and restricted/limited-access areas. General observations as to where major parking areas are located in relation to the entrance/exits and most accessible parking areas will be reviewed. Recommendations for improvements will be developed as appropriate.
6. Technical Memorandum: Efforts completed in Subtasks 1-5 will be documented in a technical memorandum with graphics as deemed appropriate by the CONSULTANT. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC and City of Sparks. The CONSULTANT will participate in one conference call with the RTC and City of Sparks to discuss the findings and recommendations contained in the draft technical memorandum.

CONSULTANT will address one (1) set of consolidated, non-conflicting RTC and City of Sparks comments on the draft memorandum. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be considered as an additional service. Any additional comment responses, regardless of origin, will also be considered as an additional service. The CONSULTANT will prepare and submit an electronic (PDF) copy of the final memorandum to the RTC and City of Sparks.

#### **J. Sun Valley Blvd. and 1st Avenue Predesign Intersection Evaluation**

This task has been removed from the scope.

Some of the fee associated with this task has been administratively reallocated to be under other tasks as follows:

- Additional Meetings due to expedited planning schedule (Task A)
- Pedestrian Counts at McCarran & 7th (Task G)
- Development of Hug High Circulation Handouts for parents before school started (Task H)
- Development of recommended tunnel design concept with cost estimate at Hug High School (Task H)
- Preparation, travel, and presentation of roundabout analysis and recommendations meeting with RTC (Task I)
- Delivery of .kmz files from various sites for TOMS Meeting (Task I)
- Development of cost estimates for additional items beyond recommendations listed in draft reports, per the request of RTC (Task I)
- Development of recommended site protection bollard and other improvement design concept with cost estimate at Virginia & Center (Task K)

#### **K. Virginia St./Center St. Roundabout Evaluation and Design Improvements**

The CONSULTANT will perform a peer review of the technical two memorandums completed at the Virginia Street and Center Street roundabout and perform the design of agreed upon recommended improvements. Current recommended design improvements from the technical memorandum include: installation of pedestrian crossings at Cheney and Virginia Street and Moran and Virginia Street, other signing improvements, , and installation of site security ASTM rated bollards on the northeast and southwest corners to protect building and sidewalk.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to three (3) project meetings. Anticipated meetings include:
  - a. One (1) Meeting with RTC and City of Reno
  - b. One (1) Site visit to observe vehicle operations and document any safety concerns
  - c. One (1) Comment/Resolution Meeting (After RTC and City of Reno additional recommendations based on peer review)
2. Peer Review Memorandum and field review evaluation: The CONSULTANT will perform a review of the *Virginia Street/Center Street Technical Memorandum*, dated December 23, 2022 and the *Midtown Virginia St. BRT Post Study Analysis* performed by the Center of Advanced Transportation Education and Research at the University of Nevada, Reno.
  - Evaluate existing Technical Memorandums data provided by RTC including evaluation, available data, and other plan and CAD files
  - Documentation of field observations related to the intersection's signing, striping, geometric features, driver behavior, etc.
  - Recommended remedial measures for signing/striping, geometric, and lighting. These recommendations will include conceptual OPCs for the primary purpose of assisting the RTC with the selection and prioritization of any further intersection modifications.
  - The CONSULTANT will work with the RTC project manager and City of Reno to prepare up to one (1) concept level improvement

exhibits to be used for conveying information to stakeholders to move forward to design.

4. Peer Review Memorandum: Efforts completed in subtasks 1-3 will be documented in a memorandum. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC and City of Reno. The CONSULTANT will participate in one (1) conference call with the RTC and City of Reno to discuss the findings and recommendations contained in the draft technical memorandum.

Consultant will address one (1) set of consolidated, non-conflicting RTC and City of Reno comments on the draft memorandum. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be considered as an additional service. Any additional comment responses, regardless of origin, will also be considered as an additional service. The CONSULTANT will prepare and submit an electronic (PDF) copy of the final peer review memorandum to the RTC and City of Reno.

#### **L1. Construction Phase Services or Engineering During Construction for Sites 1-6**

Based on Construction of Sites 1-6. The RTC and CONSULTANT shall review Construction Services following the completion of final design. The following subtasks summarize the major elements of Construction Support Services anticipated with this project.

1. Contract Administration: Provide contract administration services as follows:
  - a. Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
  - b. Visits to Site and Observation of Construction: CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by RTC in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep RTC informed of the general progress of the Work. CONSULTANT shall also provide recommendations to RTC for any construction changes necessitated by field conditions.
  - c. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities

specifically assigned in this Agreement to CONSULTANT, and to provide RTC a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- d. Review and provide recommendations on contractor's traffic control plans.
- e. CONSULTANT will review and provide feedback to the RTC on traffic control plans submitted to RTC for approval.
- f. Review and provide recommendations on contractor's construction schedule and work progress CONSULTANT will review and provide feedback to the RTC on the construction schedule and work progress submitted to the RTC for approval.
- g. Submittals: CONSULTANT will review and approve or take other appropriate action in respect to Submittals, Shop Drawings, Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- h. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- i. Recommendations with Respect to Defective Work. CONSULTANT will recommend to RTC that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- j. Clarifications and Interpretations: CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by RTC.

- k. Disagreements between RTC and Contractor: CONSULTANT will, if requested by RTC, render written decision on all claims of RTC and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to RTC or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- l. Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- m. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to RTC free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between RTC and Contractor that might affect the amount that should be paid.
- n. Substantial Completion: CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.

- o. Final Notice of Acceptability of the Work: CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
- p. Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as further defined in the scope of services below, and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.
- q. Change Orders: CONSULTANT may recommend Change Orders to RTC, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- r. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

## 2. Inspection

- a. "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the RTC any observed deficiencies. The following subtasks summarize the major elements of Inspection anticipated with this project.
- b. Construction of the project that requires inspection is anticipated at **60 working days** (~12 weeks) for sites 1-6. A full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments and paving (30 working days anticipated for sites 1-6). A part-time (3 hours per day) primary inspector will be on site during all other working days (30

working days anticipated for sites 1-6). A full-time supplemental technician will be provided at 8 hours per day (7 working days anticipated for sites 1-6) and will perform sampling and density testing during back fill, paving, and concrete operations. The primary inspector will be responsible for the following items:

- i. Attend the preconstruction conference.
- ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
- iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
- iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.
- v. Provide materials quantity reports and assist in reviewing and analyzing contractor's monthly progress payments.
- vi. Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
- vii. Assist in preparation of the Punch List.
- viii. Maintain a field blue-line set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

### 3. Materials Testing

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following subtasks summarize the major elements of testing anticipated with this project:
- b. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, concrete cylinder samples, and trenching backfill material. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

### 4. As-Built Information

- a. Record Drawings. Provide as-built record drawings for the completed project. A single file PDF format (11" x 17" at 300 dpi), will be provided to RTC for its files and distribution. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.
- b. The final record drawings must be identified, dated, and signed as the

record drawings and must also contain the engineer's stamp and signature. The Consultant may either:

- i. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
  - ii. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.
- c. The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

## **L2. Construction Phase Services or Engineering During Construction for Site 8**

Based on Construction of Site 8. The RTC and CONSULTANT shall review Construction Services following the completion of final design. The following subtasks summarize the major elements of Construction Support Services anticipated with this project.

1. Contract Administration: Provide contract administration services as follows:
  - a. Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
  - b. Visits to Site and Observation of Construction: CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by RTC in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep RTC informed of the general progress of the Work. CONSULTANT shall also provide recommendations to RTC for any construction changes necessitated by field conditions.
  - c. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide RTC a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with



laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

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

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

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

- p. Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as further defined in the scope of services below, and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.
- q. Change Orders: CONSULTANT may recommend Change Orders to RTC, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- r. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

## 2. Inspection

- a. "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the RTC any observed deficiencies. The following subtasks summarize the major elements of Inspection anticipated with this project.
- b. Construction of the project that requires inspection is anticipated at **80 working days** (~16 weeks) for site 8. A full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments and paving (70 working days anticipated for site 8). A part-time (3 hours per day) primary inspector will be on site during all other working days (10 working days anticipated for site 8). A full-time supplemental technician will be provided at 8 hours per day (25 working days are anticipated for site 8) and will perform sampling and density testing during back fill, paving, and concrete operations. The primary inspector will be responsible for the following items:
  - i. Attend the preconstruction conference.
  - ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
  - iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.

- iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.
- v. Provide materials quantity reports and assist in reviewing and analyzing contractor's monthly progress payments.
- vi. Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
- vii. Assist in preparation of the Punch List.
- viii. Maintain a field blueline set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

### 3. Materials Testing

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following subtasks summarize the major elements of testing anticipated with this project:
- b. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, concrete cylinder samples, and trenching backfill material. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

### 4. As-Built Information

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

## **LEGENDS DESIGN SCHEDULE**

(Updated January 4, 2024)

<u>Project Milestones</u>	<u>Date</u>
Meeting with City of Sparks	11/06/2023
Pre-Authorized NTP	12/13/2023
Begin Survey/Geotech	12/13/2023
Stakeholder Meeting #1 for Refined Concept	01/10/2024
<b>RTC Board Meeting</b>	<b>01/19/2023</b>
Official Amendment NTP	01/22/2023
Refined Concept Layout Submittal	01/24/2024
Survey Complete	01/29/2024
Meet with Sparks Blvd Team	01/30/2024
Stakeholder Meeting #2 for Refined Concept	01/31/2024
Submit RAB Design checks & GAD	03/01/2024
Submit Draft Drainage Memo	03/01/2024
60% Design Submittal	03/01/2024
Meet with Sparks Citizen's Advisory	03/14/2024
Agency 10-day GAD/60% Review Complete*	03/15/2024
R/W Setting Meeting with Stakeholders	03/22/2024
Legal Descriptions and Title Reports to RTC	04/05/2024
100% Design Submittal	04/12/2024
Submit Final Drainage Memo	04/12/2024
Agency 10-day review complete*	04/26/2024
Bid Package Final Submittal	05/17/2024
Advertise for Bid	05/22/2024
Bid Opening	06/19/2024
Begin Construction	07/31/2024
Post-Construction Review	11/25/2024

\*Agency reviews are planned to be 10 business days

**SITES 1-6 DESIGN SCHEDULE**  
(Updated November 30, 2023)

<u>Project Milestones</u>	<u>Date</u>
Pre-Authorized NTP	12/01/2023
Begin Survey	12/01/2023
<b>RTC Board Meeting</b>	<b>12/15/2023</b>
Official Amendment NTP	12/18/2023
Field Review	12/19/2023
Begin NV Energy Coordination	12/19/2023
Stakeholder Meeting for Bollard Design at Virginia	01/16/2024
Submit Hug High Exhibit to NDOT	01/30/2024
Survey Complete	02/01/2024
Support material for public Meeting for Parking Changes on Virginia St.	02/13/2024
Support Material for Public Engagement of McCarran and 7 <sup>th</sup> PHB	02/14/2024
60% Design Submittal	03/05/2024
NDOT Encroachment Permit Submittal**	03/05/2024
Agency 15-day Review Complete*	03/26/2024
90% Design Submittal	04/16/2024
Agency 15-day Review Complete*	05/07/2024
NDOT Encroachment Permit Resubmittal***	05/21/2024
NDOT Permit Approval	06/11/2024
Bid Package Final Submittal	06/25/2024
Advertise for Bid	06/27/2024
Bid Opening	07/26/2024
Begin Construction	08/23/2024
Post-Construction Review	11/27/2024

\*Agency reviews are planned to be 15 business days

\*\* NDOT permit review anticipated to 45 working days

\*\*\* NDOT resubmittal review anticipated to 15 working days

## Exhibit B - Schedule of Services

TSM 24-01 Amendment #1



TASK	DESCRIPTION	TASK TOTALS
A	Preliminary and General Items	\$ 11,610.00
	Administrative Reallocation	\$ 2,700.00
	Added per Amendment #1	\$ 15,480.00
B1	Data Collection and Analysis	\$ 26,005.00
	Added per Amendment #1	\$ 81,185.00
B2	Additional Coordination	\$ 20,790.00
B3	Roundabout Horizontal Design	\$ 118,160.00
C1	60% Design Phase for Sites 1-6	\$ 63,525.00
	Added per Amendment #1	\$ 20,735.00
C2	60% Design Phase for Site 8	\$ 45,120.00
D	90% Design Phase for Sites 1-6	\$ 56,160.00
	Added per Amendment #1	\$ 17,920.00
E1	Final Design Phase for Sites 1-6	\$ 30,640.00
	Added per Amendment #1	\$ 5,560.00
E2	Final Design Phase for Site 8	\$ 80,030.00
F1	Bidding Services for Sites 1-6	\$ 5,365.00
F2	Bidding Services for Site 8	\$ 7,865.00
	Total Design Services (Task A-F)	\$193,305.00
	Administrative Reallocation (Task A-F)	\$ 2,700.00
	Added Total Design Services per Amendment #1 (Task A-F)	\$412,845.00
G	McCarran Blvd. (SR 659)/7th St. Evaluation	\$ 21,210.00
	Administrative Reallocation	\$ 600.00
H	Hug High School Circulation Study	\$ 89,825.00
	Administrative Reallocation	\$ 5,500.00
I	The Outlets at Legends/Lincoln Way Site Circulation Study	\$ 67,230.00
	Administrative Reallocation	\$ 5,900.00
J	Sun Valley Blvd. and 1st Avenue Predesign Intersection Evaluation	\$ -
	Administrative Reallocation	\$ (25,330.00)

# Exhibit "B"

TASK	DESCRIPTION	TASK TOTALS
K	Virginia St/Center St Roundabout Evaluation and Design Improvements	\$ 23,800.00
	Administrative Reallocation	\$ 2,500.00
	Total Planning Services (Task G-K)	\$202,065.00
	Administrative Reallocation (Task G-K)	\$ (10,830.00)
L1	Engineering During Construction for Sites 1-6	\$ 76,860.00
	Added per Amendment #1	\$ 41,810.00
L2	Engineering During Construction for Site 8	\$ 148,735.00
M1	Design Contingency (8% of Design)	\$ 34,000.00
N	Construction Contingency	\$ 20,000.00
	Original Total Not-to-Exceed Amount	\$506,230.00
	Administrative Reallocation	\$ (8,130.00)
	Total Added per Amendment #1	\$623,390.00
	New Total Not-to-Exceed Amount	\$1,121,490.00





Exhibit B - Schedule of Services  
\_Summary

Prepared by Kimley-Horn    MSM/TJT    1/4/2024    v07

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
		\$320	\$275	\$225	\$185	\$180	\$145	\$120	\$115				
A	Preliminary and General Items												
	Project Management (12 months)		12	24					12	48			\$10,080.00
	Kick Off Meeting (Conference Call)		1	3			4			8			\$1,530.00
	Additional PM Meetings			12						12			\$2,700.00
	Project Management (bi-weekly for 12 months)		12	48					12	72			\$15,480.00
	Subtotal Hours	0	13	27	0	0	4	0	12	140			
	Subtotal Fee	\$0.00	\$3,575.00	\$6,075.00	\$0.00	\$0.00	\$580.00	\$0.00	\$1,380.00		\$0		\$11,610.00
	Subtotal Hours	0	0	12	0	0	0	0	0	12			
	Subtotal Fee	\$0.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$2,700.00
	Subtotal Hours	0	12	48	0	0	0	0	12	140			
	Subtotal Fee	\$0.00	\$3,300.00	\$10,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,380.00		\$0		\$15,480.00
	Subtotal Hours	0	25	87	0	0	4	0	24	140			
	Subtotal Fee Combined	\$0.00	\$6,875.00	\$16,875.00	\$0.00	\$0.00	\$580.00	\$0.00	\$2,760.00	\$0.00	\$0.00		\$29,790.00
B1	Data Collection and Analysis												
	Obtain and Review As-Builts			10			10			20			\$3,700.00
	Field Review with Reno, Sparks, and RTC			8			8			16	\$900	Travel	\$3,860.00
	Aerial Mapping						10	10		20			\$2,650.00
	Centerline Development			2	6		6			14			\$2,430.00
	Legal Description and Title Reports			1			2			3	\$3,500	Legal and Title Reports	\$4,015.00
	Utility mapping and coordination			2			20	50		72			\$9,350.00
	Structural Section Cores			6						6	\$5,000	Structural Section Cores	\$6,350.00
	Obtain and Review As-Builts			10			10			20			\$3,700.00
	Field Review with Reno, Sparks, and RTC		4	4						8			\$2,000.00
	Aerial Mapping at Legends			6		6	6			18	\$20,750	Topographic Survey	\$24,050.00
	Aerial Mapping at McCarran and 7th			6		6	6			18	\$21,250	Topographic Survey	\$24,550.00
	Centerline Development			2		4	6			12			\$2,040.00
	Legal Description/Title Reports at Legends			4						4	\$6,300	Legal and Title Reports (3)	\$7,200.00
	Legal Description/Title Reports for cabinet relocations (McCarran/York and Rock/York)			1						1	\$3,500	Legal and Title Reports (2)	\$3,725.00
	NV Energy Coordination			4		12				16			\$3,060.00
	Utility mapping and coordination			4		12	10			26			\$4,510.00
	Subtotal Hours	0	0	23	6	0	56	60	0	145			
	Subtotal Fee	\$0.00	\$0.00	\$5,175.00	\$1,110.00	\$0.00	\$8,120.00	\$7,200.00	\$0.00		\$4,400		\$26,005.00

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	Subtotal Hours	0	4	47	0	40	38	0	0	129			
	Subtotal Fee	\$0.00	\$1,100.00	\$10,575.00	\$0.00	\$7,200.00	\$5,510.00	\$0.00	\$0.00		\$56,800		\$81,185.00
	Subtotal Hours	0	4	70	6	40	94	60	0	274			
	Subtotal Fee	\$0.00	\$1,100.00	\$15,750.00	\$1,110.00	\$7,200.00	\$13,630.00	\$7,200.00	\$0.00		\$61,200.00		\$107,190.00
B2	Additional Coordination												
	Public Meeting for PHB Education		2	6			8	4	12	32			\$4,920.00
	Bollard Coordination		4	12		10	8			34	\$900	Travel	\$7,660.00
	Parking at Virginia			4			4	6		14			\$2,200.00
	Sparks Blvd Signage Layout		2	6			6	10		24			\$3,970.00
	Sparks Council Meetings Preparation			2			6	6		14			\$2,040.00
	Subtotal Hours	0	8	30	0	10	32	26	12	118			
	Subtotal Fee	\$0.00	\$2,200.00	\$6,750.00	\$0.00	\$1,800.00	\$4,640.00	\$3,120.00	\$1,380.00		\$900		\$20,790.00
B3	Roundabout Horizontal Design												
	Refined Roundabout Concept	21		15		16	16			68			\$15,295.00
	Stakeholder Meetings to Review Refined Concept	14		5			8			27	\$900	Travel	\$7,665.00
	Engineering Design Checks	4				8	30			42			\$7,070.00
	Roundabout Grading	4	5	40						49			\$11,655.00
	Geometric Approval Drawings	80		20		100	40			240	\$900	Travel	\$54,800.00
	Draft Technical Drainage Report at Legends		15	30		60				105			\$21,675.00
	Subtotal Hours	123	20	110	0	184	94	0	0	531			
	Subtotal Fee	\$39,360.00	\$5,500.00	\$24,750.00	\$0.00	\$33,120.00	\$13,630.00	\$0.00	\$0.00		\$1,800		\$118,160.00
C1	60% Design Phase for Sites 1-6												
	Cover, General Notes, Sheet Index (3)			2		6		5		13			\$2,130.00
	Typical Sections (1)		1		2			4		7			\$1,125.00
	Horizontal Control Plan (2)		1	2			15	15		33			\$4,700.00
	Demo Sheets (4)			2	4		20	20		46			\$6,490.00
	Plans sheets (13)	2	4	12	12	20	40	40		130			\$20,860.00
	Project details (15)	1	2	3	15		15	15		51			\$8,295.00
	OPC			3			15	15		33			\$4,650.00
	Quality Control Review	3	6	8	6		11	15		49			\$8,915.00
	Plan in Hand Field Walk		4	6			8			18	\$900	Travel for Field Walk	\$4,510.00
	Submit 60% RTC, Reno, Sparks, and utilities			5			5			10			\$1,850.00
	Typical Sections (1)		1	2			4	4		11			\$1,785.00
	Demo Sheets (2)			1			4	4		9			\$1,285.00

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	Plans sheets (2)			2			6	10		18			\$2,520.00
	Signing and Marking sheets (2)			4				10		14			\$2,100.00
	Lighting Plan sheets (2)		2	2		10		6		20			\$3,520.00
	Project details (3)			1			4	4		9			\$1,285.00
	OPC			3			8	8		19			\$2,795.00
	Quality Control Review		4	3	4					11			\$2,515.00
	Plan in Hand Field Walk		2	4			4			10	\$900	Travel for Field Walk	\$2,930.00
	Subtotal Hours	6	18	43	39	26	129	129	0	390			
	Subtotal Fee	\$1,920.00	\$4,950.00	\$9,675.00	\$7,215.00	\$4,680.00	\$18,705.00	\$15,480.00	\$0.00		\$900		\$63,525.00
	Subtotal Hours	0	9	22	4	10	30	46	0	121			
	Subtotal Fee	\$0.00	\$2,475.00	\$4,950.00	\$740.00	\$1,800.00	\$4,350.00	\$5,520.00	\$0.00		\$900		\$20,735.00
	Subtotal Hours	6	27	65	43	36	159	175	0	511			
	Subtotal Fee	\$1,920.00	\$7,425.00	\$14,625.00	\$7,955.00	\$6,480.00	\$23,055.00	\$21,000.00	\$0.00	\$0.00	\$1,800.00		\$84,260.00
C2	60% Design Phase for Site 8												
	Cover, General Notes, Sheet Index (3)			2			6	2		10			\$1,560.00
	Typical Sections (5)			3	1		12	10		26			\$3,800.00
	Plans sheets with Lighting and Storm Drain (4)		5	10	2	7	35	37		96			\$14,770.00
	Grading sheets (4)		1	2	4	8	12	10		37			\$5,845.00
	Signing and Marking sheets (4)		2	3		4	13	15		37			\$5,630.00
	OPC		1	5		3	15	10		34			\$5,315.00
	Quality Control Review	2	4	4						10			\$2,640.00
	Submit Plan Documents to RTC		2	6			12	16		36			\$5,560.00
	Subtotal Hours	2	15	35	7	22	105	100	0	286			
	Subtotal Fee	\$640.00	\$4,125.00	\$7,875.00	\$1,295.00	\$3,960.00	\$15,225.00	\$12,000.00	\$0.00		\$0		\$45,120.00
D	90% Design Phase for Sites 1-6												
	Comment Review and Response for RTC, Reno, and Sparks		1	4			4	4		13			\$2,235.00
	Cover, General Notes, Sheet Index (3)			1		3		5		9			\$1,365.00
	Typical Sections (1)		1		1			2		4			\$700.00
	Horizontal Control Plan (2)			1			6	6		13			\$1,815.00
	Demo Sheets (4)				2		8	8		18			\$2,490.00
	Plans sheets (13)	2	3	8	8	10	20	20		71			\$11,845.00
	Project details (17)	1	2	3	8		8	8		30			\$5,145.00
	Prepare Specifications	2	3	15			5	5		30			\$6,165.00
	OPC			3	3		15	15		36			\$5,205.00
	Quality Control Review		20	4			8	8		40			\$8,520.00

Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	Prepare and Submit NDOT Encroachment Permits (3) and submit 90% to agencies		3	20		15	10	10		58			\$10,675.00
	Typical Sections (1)		1		1			2		4			\$700.00
	Demo Sheets (2)				1		4	4		9			\$1,245.00
	Plans sheets (2)		2	4			6	6		18			\$3,040.00
	Signing and Marking sheets (2)			2			4	4		10			\$1,510.00
	Lighting Plan sheets (4)		2			10				12			\$2,350.00
	Project details (3)			2				5		7			\$1,050.00
	OPC			3				10		13			\$1,875.00
	Quality Control Review		4	10						14			\$3,350.00
	Prepare Specifications			6			10			16			\$2,800.00
	Subtotal Hours	5	33	59	22	28	84	91	0	322			
	Subtotal Fee	\$1,600.00	\$9,075.00	\$13,275.00	\$4,070.00	\$5,040.00	\$12,180.00	\$10,920.00	\$0.00		\$0		\$56,160.00
	Subtotal Hours	0	9	27	2	10	24	31	0	103			
	Subtotal Fee	\$0.00	\$2,475.00	\$6,075.00	\$370.00	\$1,800.00	\$3,480.00	\$3,720.00	\$0.00		\$0		\$17,920.00
	Subtotal Hours	5	42	86	24	38	108	122	0	425			
	Subtotal Fee	\$1,600.00	\$11,550.00	\$19,350.00	\$4,440.00	\$6,840.00	\$15,660.00	\$14,640.00	\$0.00	\$0.00	\$0.00		\$74,080.00
E1	Final Design Phase for Sites 1-6												
	Comment Review and Response for RTC, Reno, and Sparks			8				4		12			\$2,280.00
	Project Plans updates (40 sheets)	4	8	20			35	20		87			\$15,455.00
	Prepare Specifications	2	5	10						17			\$4,265.00
	OPC			3	1		4	4		12			\$1,920.00
	Quality Control Review	1	20	4						25			\$6,720.00
	Project Plans updates (14 sheets)	1	2	8			10	12		33			\$5,560.00
	Subtotal Hours	7	33	45	1	0	39	28	0	153			
	Subtotal Fee	\$2,240.00	\$9,075.00	\$10,125.00	\$185.00	\$0.00	\$5,655.00	\$3,360.00	\$0.00		\$0		\$30,640.00
	Subtotal Hours	1	2	8	0	0	10	12	0	33			
	Subtotal Fee	\$320.00	\$550.00	\$1,800.00	\$0.00	\$0.00	\$1,450.00	\$1,440.00	\$0.00		\$0		\$5,560.00
	Subtotal Hours	8	35	53	1	0	49	40	0	186			
	Subtotal Fee	\$2,560.00	\$9,625.00	\$11,925.00	\$185.00	\$0.00	\$7,105.00	\$4,800.00	\$0.00	\$0.00	\$0.00		\$36,200.00
E2	Final Design Phase for Site 8												
	100% Cover, General Notes, Sheet Index (3)			3			4	3		10			\$1,615.00
	100% Typical Sections (5)		1	3	1		6	5		16			\$2,605.00
	100% Horizontal Control Plan (2)		1	1			5	5		12			\$1,825.00
	100% Demo sheets (4)			1	2		5	8		16			\$2,280.00
	100% Plans sheets (4)	2	2	6			8	8		26			\$4,660.00

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	100% Grading sheets (4)		3	13	6	17				39			\$7,920.00
	100% Roadway Profile sheets (6)		1	2			7	5		15			\$2,340.00
	100% Signing and Marking sheets (5)			1			4	5		10			\$1,405.00
	100% Storm Drain Plan and Profile sheets (4)			4			8	6		18			\$2,780.00
	100% Lighting Plan sheets (5)		4			30		4		38			\$6,980.00
	100% Project details (8)			4			9	10		23			\$3,405.00
	100% Landscaping sheets (4)		2	2		4	4			12			\$2,300.00
	100% OPC		1	3			10	10		24			\$3,600.00
	100% Quality Control Review	4	6	6						16			\$4,280.00
	100% Plan in Hand Field Walk		2	4			4	4		14	\$900	Travel for Field Walk	\$3,410.00
	100% Prepare Specifications	1	5	30			4			40			\$9,025.00
	100% Final Technical Drainage Report at Legends		5	10		20				35			\$7,225.00
	100% Review Meeting with RTC and City of Sparks	4	4	4				4		16			\$3,760.00
	Submit Bid Documents to RTC		4	9			18	24		55			\$8,615.00
	Subtotal Hours	11	41	106	9	71	96	101	0	435			
	Subtotal Fee	\$3,520.00	\$11,275.00	\$23,850.00	\$1,665.00	\$12,780.00	\$13,920.00	\$12,120.00	\$0.00		\$900		\$80,030.00
F1	Bidding Services for Sites 1-6												
	Pre-Bid Meeting			1		3				4			\$765.00
	RFI responses and (1) addenda		2	4		6				12			\$2,530.00
	Bid Opening and Bid Tabs			3			3	3		9	\$600	Travel	\$2,070.00
	Subtotal Hours	0	2	8	0	9	3	3	0	620			
	Subtotal Fee	\$0.00	\$550.00	\$1,800.00	\$0.00	\$1,620.00	\$435.00	\$360.00	\$0.00		\$600		\$5,365.00
F2	Bidding Services for Site 8												
	Pre-Bid Meeting			1			4			5			\$805.00
	RFI responses and (2) addenda	2	4	8			10			24			\$4,990.00
	Bid Opening and Bid Tabs			3			3	3		9	\$600	Travel	\$2,070.00
	Subtotal Hours	2	4	12	0	0	17	3	0	38			
	Subtotal Fee	\$640.00	\$1,100.00	\$2,700.00	\$0.00	\$0.00	\$2,465.00	\$360.00	\$0.00		\$600		\$7,865.00
G	McCarran Blvd. (SR 659)/7th St. Evaluation												
	Project Meetings (Coordination and Comment Resolution) (2 meetings)		4	6						10			\$2,450.00
	NAB Materials		1	6			15			22			\$3,800.00
	Data Collection with site visit		2	2			10	5		19	\$600	Intersection Counts	\$3,650.00
	Traffic Analysis		2	3			10			15			\$2,675.00
	Pedestrian Circulation and RRFB Evaluation		4	4			8			16			\$3,160.00

Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	Crash Analysis			2			10			12			\$1,900.00
	Technical Memorandum		2	3		5	10			20			\$3,575.00
	Pedestrian Counts						4			4	\$20	Travel	\$600.00
	Subtotal Hours	0	15	26	0	5	63	5	0	114			
	Subtotal Fee	\$0.00	\$4,125.00	\$5,850.00	\$0.00	\$900.00	\$9,135.00	\$600.00	\$0.00		\$600		\$21,210.00
	Subtotal Hours	0	0	0	0	0	4	0	0	4			
	Subtotal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$580.00	\$0.00	\$0.00		\$20		\$600.00
	Subtotal Fee Combined	\$0.00	\$4,125.00	\$5,850.00	\$0.00	\$900.00	\$9,715.00	\$600.00	\$0.00		\$620.00		\$21,810.00
H	Hug High School Circulation Study												
	Project Meetings (Coordination, and Comment Resolution) (2 meetings)		4	4			4			12			\$2,580.00
	Site/Campus Walk (1 meeting)		8	8		4				20	\$900	Travel	\$5,620.00
	Data Collection - review and evaluate		2	8		15	15			40			\$7,225.00
	Roundabouts (3) (Drone Flight/FAA)	6	30	5					8	49	\$1,000	Drone Data Processing	\$13,215.00
	Signals (3)			1			3			4	\$600	Intersection Counts	\$1,260.00
	Crash Data			1			2			3			\$515.00
	Traffic Analysis - Network		15	20			20			55			\$11,525.00
	Roundabout Evaluation and Documentation (3)	40		26		32	30			128	\$3,060	Travel field review	\$31,820.00
	Vehicle Circulation Evaluation		4	4			8			16			\$3,160.00
	Pedestrian Circulation Evaluation		4	4			8			16			\$3,160.00
	Technical Memorandum	1	5	10			40			56			\$9,745.00
	Circulation Handouts for Parents			5	1		11			17	\$95	Travel	\$3,000.00
	Tunnel Design Concept		2	7			2			11	\$85	Travel	\$2,500.00
	Subtotal Hours	47	72	91	0	51	130	0	8	399			
	Subtotal Fee	\$15,040.00	\$19,800.00	\$20,475.00	\$0.00	\$9,180.00	\$18,850.00	\$0.00	\$920.00		\$5,560		\$89,825.00
	Subtotal Hours	0	2	12	1	0	13	0	0	28			
	Subtotal Fee	\$0.00	\$550.00	\$2,700.00	\$185.00	\$0.00	\$1,885.00	\$0.00	\$0.00		\$180		\$5,500.00
	Subtotal Fee Combined	\$15,040.00	\$20,350.00	\$23,175.00	\$185.00	\$9,180.00	\$20,735.00	\$0.00	\$920.00		\$5,740.00		\$95,325.00
I	The Outlets at Legends/Lincoln Way Site Circulation Study												
	Project Meetings (Coordination and Comment Resolution) (2 meetings)		4	4			4			12			\$2,580.00
	Legend Bay Casino Coordination Meeting (1 meeting)		1	1						2			\$500.00
	Red Development Stakeholder Coord (2 meeting)		8	8						16	\$1,000	Travel	\$5,000.00
	Data Collection - Review and evaluate		2	8		15	15			40			\$7,225.00
	Roundabouts (2) (Drone Flight/FAA)	4	20	3					6	33	\$750	Drone Data Processing	\$8,895.00
	Signals (2)			1			3			4			\$660.00
	Crash Data			1			2			3			\$515.00

Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	Traffic Analysis - Network		15	20			20			55			\$11,525.00
	Roundabout Evaluation & Documentation (2)	28		18		22	20			88			\$19,870.00
	Vehicle Circulation Evaluation		4	4			8			16			\$3,160.00
	Technical Memorandum		5	7			30			42			\$7,300.00
	Roundabout Analysis and Recommendations	5	5	2						12	\$575	Travel	\$4,000.00
	KMZ files for TOMS Meeting				3		1			4			\$700.00
	Cost Estimates for Additional Items			5						5	\$75	Travel	\$1,200.00
	Subtotal Hours	32	59	75	0	37	103	0	6	311			
	Subtotal Fee	\$10,240.00	\$16,225.00	\$16,875.00	\$0.00	\$6,660.00	\$14,935.00	\$0.00	\$690.00		\$1,750		\$67,230.00
	Subtotal Hours	5	5	7	3	0	1	0	0	21			
	Subtotal Fee	\$1,600.00	\$1,375.00	\$1,575.00	\$555.00	\$0.00	\$145.00	\$0.00	\$0.00		\$650		\$5,900.00
	Subtotal Fee Combined	\$11,840.00	\$17,600.00	\$18,450.00	\$555.00	\$6,660.00	\$15,080.00	\$0.00	\$690.00		\$2,400.00		\$73,130.00
J	Sun Valley Blvd. and 1st Avenue Predesign Intersection Evaluation												
	Task removed from project									0			\$0.00
										0			\$0.00
										0			\$0.00
										0			\$0.00
										0			\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0	0			
	Subtotal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0		\$0.00
K	Virginia St/Center St Roundabout Evaluation and Design Improvements												
	Project Coordination and Meetings (3)	4	4	4						12			\$3,280.00
	Peer Review of Technical Memorandum and field review	14	2	15						31			\$8,405.00
	Roundabout Improvement Exhibit and OPC		2	5		10	15			32			\$5,650.00
	Technical Memorandum for Recommendations	2		5		10	20			37			\$6,465.00
	Bollard Design Concept		2	8						10	\$150	Travel	\$2,500.00
	Subtotal Hours	20	10	29	0	20	35	0	0	112			
	Subtotal Fee	\$6,400.00	\$2,750.00	\$6,525.00	\$0.00	\$3,600.00	\$5,075.00	\$0.00	\$0.00		\$0		\$23,800.00
	Subtotal Hours	0	2	8	0	0	0	0	0	10			
	Subtotal Fee	\$0.00	\$550.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$150		\$2,500.00
	Subtotal Fee Combined	\$6,400.00	\$3,300.00	\$8,325.00	\$0.00	\$3,600.00	\$5,075.00	\$0.00	\$0.00		\$150.00		\$26,300.00

Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
L 1	Engineering During Construction for Sites 1-6												
	50 Working Days												
	Construction Administration		4	20			20	60	4	108	\$1,000	Travel (2 trips)	\$17,160.00
	Inspection						250			250	\$750	Mileage	\$37,000.00
	Material Testing			20						20	\$12,000	Materials Testing	\$16,500.00
	As-built information			4			20	20		44			\$6,200.00
	10 Working Days for Additional Work at Sites 1-6												
	Construction Administration		2	10			10	15	4	41	\$500	Travel (1 trip)	\$7,010.00
	Inspection						80			80	\$450	Mileage	\$12,050.00
	Material Testing			15						15	\$11,000	Materials Testing	\$14,375.00
	As-built information			4			35	20		59			\$8,375.00
	Subtotal Hours	0	4	44	0	0	290	80	4	422			
	Subtotal Fee	\$0.00	\$1,100.00	\$9,900.00	\$0.00	\$0.00	\$42,050.00	\$9,600.00	\$460.00		\$13,750		\$76,860.00
	Subtotal Hours	0	2	29	0	0	125	35	4	195			
	Subtotal Fee	\$0.00	\$550.00	\$6,525.00	\$0.00	\$0.00	\$18,125.00	\$4,200.00	\$460.00		\$11,950		\$41,810.00
	Subtotal Fee Combined	\$0.00	\$1,650.00	\$16,425.00	\$0.00	\$0.00	\$60,175.00	\$13,800.00	\$920.00	\$0.00	\$25,700.00		\$118,670.00
L 2	Engineering During Construction for Site 8												
	80 Working Days for Site 8												
	Construction Administration		4	30			40	60	4	138	\$1,000	Travel (2 trips)	\$22,310.00
	Inspection						640			640	\$750	Mileage	\$93,550.00
	Material Testing			20						20	\$20,000	Materials Testing	\$24,500.00
	As-built information			4			35	20		59			\$8,375.00
	Subtotal Hours	0	4	54	0	0	715	80	4	857			
	Subtotal Fee	\$0.00	\$1,100.00	\$12,150.00	\$0.00	\$0.00	\$103,675.00	\$9,600.00	\$460.00		\$21,750		\$148,735.00





## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.3.5

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

**SUBJECT: Interlocal Cooperative Agreement with the City of Sparks for wetland monitoring related to the Sparks Boulevard Improvement Project**

### **RECOMMENDED ACTION**

Approve an Interlocal Cooperative Agreement (ICA) with the City of Sparks for wetland monitoring related to the Sparks Boulevard Improvement Project, in the amount of \$200,000.

### **BACKGROUND AND DISCUSSION**

As part of the federal oversight of the Sparks Boulevard Improvement Project ("Project") by the United States Army Corp of Engineers, a permit is required through Section 404 of the Clean Water Act for project related construction activities in and around the North Truckee Drain. The permit includes provisions requiring mitigation of impacts to wetlands and associated monitoring following the completion of construction. Mitigation to impacts will be performed during construction by monitoring water quality, limiting construction activity within specific areas, and reestablishing wetlands.

Since the North Truckee Drain is actively managed by the City of Sparks as a major drainage facility, the City is best positioned to perform required monitoring post-construction. It is anticipated the monitoring will occur no more than five years following completion of the project. The attached Interlocal Cooperative Agreement establishes roles and responsibilities for wetland monitoring that is required by a project permit. The agreement also provides reimbursement to the City of Sparks for actual costs, in an amount not-to-exceed \$200,000, related to wetland monitoring activities.

The Project continues to advance towards final design. Utility relocations are being evaluated to ensure project improvements are not in conflict. The final environmental documents were submitted to the Federal Highways Administration (FHWA), and the FHWA approval is pending the execution of this Interlocal Cooperative Agreement. Construction is on-schedule to begin in Spring 2025.

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**FISCAL IMPACT**

Local Fuel Tax funding for the reimbursable cost identified in the Interlocal Cooperative Agreement will be included in future fiscal year Engineering budgets based on anticipated wetland monitoring needs.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

**INTERLOCAL AGREEMENT  
SPARKS BOULEVARD IMPROVEMENT PROJECT – NORTH PHASE  
WETLAND MONITORING**

This Agreement is dated and effective as of January \_\_, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and the City of Sparks, Nevada (the “City”).

**W I T N E S S E T H:**

**WHEREAS**, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

**WHEREAS**, RTC is delivering the Sparks Boulevard Improvement Project – North Phase (the “Project”) as part of its Regional Street & Highway Program, and expects to begin construction of the Project in fiscal year 2025; and

**WHEREAS**, RTC is funding the Project with a combination of federal formula funds administered by the Federal Highway Administration (“FHWA”) and local funding sources; and

**WHEREAS**, the Project will require mitigation, monitoring and management of impacts to wetlands during and after construction of the Project pursuant to, and in accordance with, a United States Army Corp of Engineers (“USACE”) permitting requirements related to Section 404 of the Clean Water Act (the “404 Permit”); and

**WHEREAS**, the City is the applicant for the 404 Permit; and

**WHEREAS**, the “Compensatory Mitigation Plan (July 2023)” (the “Mitigation Plan”) is included in the 404 Permit and referred to in the federally required Environmental Assessment for the Project; and

**WHEREAS**, RTC, in coordination and cooperation with the City, will design and construct mitigation sites during construction of the Project in compliance with the Mitigation Plan and the 404 Permit requirements, including a 1-year establishment period for wetland plantings following construction; and

**WHEREAS**, the City, in coordination and cooperation with RTC, will perform the post-construction wetland monitoring, corrective actions/adaptive management activities, annual

reporting, permit close-out and other activities needed to comply with the Mitigation Plan and the 404 Permit requirements (the “Wetland Monitoring”); and

**WHEREAS**, the City and RTC expect the City will to need the services of a contractor or contractors to perform some or all of the tasks described in Exhibit A as part of the Wetland Monitoring; and

**WHEREAS**, RTC will reimburse the City for the actual costs of those services as provided in this Agreement.

**NOW, THEREFORE**, 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:

#### **ARTICLE I - RTC DUTIES**

1. RTC and its contractors agree to provide drawings, details and specifications for the Project that comply with the Mitigation Plan and the 404 Permit.

2. RTC and its contractors will construct the Project in compliance with the Mitigation Plan and the 404 Permit, and will require a 1-year establishment period for wetland plantings as part of the construction contract for the Project that starts following final acceptance of the project by RTC.

3. RTC and its contractors will perform inspection, quality assurance testing, administration and project management, and corrective actions needed during construction of the Project and the 1-year establishment period, in compliance with the Mitigation Plan and the 404 Permit.

4. RTC will coordinate and cooperate with the City and its contractors with regard to the “post-construction site inspections” and the start of “annual monitoring” described in Exhibit A.

5. RTC and its contractors will coordinate and cooperate with the City and its contractors during the period of overlap of the 1-year establishment period for wetland plantings and the first “annual monitoring” period.

6. RTC will reimburse the City for actual costs incurred by the City in connection with the services of contractors needed to perform the Wetland Monitoring described in Exhibit A, in amounts not-to-exceed those identified in Exhibit A.

7. RTC will reimburse the City for actual costs associated with “corrective actions/adaptive management activities” identified as necessary by the City and its contractors following the 1-year establishment period for wetland plantings, in an in amounts not-to-exceed those identified in Exhibit A.

8. RTC will work in good faith with the City to amend this agreement if actual costs for services performed for the Wetland Monitoring or “corrective actions/adaptive management activities” exceed the amount described in Exhibit A.

9. RTC will remit payment to the City within thirty (30) calendar days following receipt of an invoice from the City.

## **ARTICLE II - CITY DUTIES**

10. The City will perform, or have performed by contractors, the Wetland Monitoring described in Exhibit A and any other activities needed to comply with the Mitigation Plan and the 404 Permit.

11. The City will assign a City representative and designated point of contact for Wetland Monitoring.

12. The City will review and comment on the drawings, details and specifications for the Project as they relate to the Mitigation Plan and the 404 Permit.

13. The City will coordinate and cooperate with the RTC and its contractor during construction of the Project as it relates to the Mitigation Plan and the 404 Permit.

14. The City and its contractors will coordinate and cooperate with the RTC and its contractors during the 1-year establishment period for wetland plantings.

15. City shall use its best efforts to close-out the 404 permit before the 5th year following RTC project acceptance.

16. The City will provide RTC a copy of any contracts it enters into with contractors to perform the Wetland Monitoring.

17. The City will invoice the RTC annually for actual costs of contractors that performed work in connection with the Wetland Monitoring, along with the invoices from the contractors, in an amount not-to-exceed those identified in Exhibit A.

### **ARTICLE III – GENERAL**

1. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.

2. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

3. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.

4. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

5. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

6. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.

7. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

8. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by duly authorized representatives.

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY**

BY: \_\_\_\_\_  
Bill Thomas, ACIP, Executive Director

**CITY COUNCIL OF SPARKS, NEVADA**

By: \_\_\_\_\_  
Ed Lawson, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Deputy City Attorney

Exhibit A

Wetland Monitoring  
(Scope of Services by Third-party Contractors)



**Exhibit A**

Exhibit A Fee Summary - Sparks Blvd Wetland Monitoring		
		Summary
Task No.	Task	Total Price
1a	Project Management	\$150,000
1b	Post-Construction Inspection/Memorandum	
1c	Year 1 Mitigation Site Monitoring/Reporting	
1d	Year 2 Mitigation Site Monitoring/Reporting	
1e	Year 3 Mitigation Site Monitoring/Reporting	
1f	Year 4 Mitigation Site Monitoring/Reporting	
1g	Year 5 Mitigation Site Monitoring/Reporting	
1h	Permit Close-Out Activities	\$50,000
2	Budget for Corrective Actions	
<b>Totals</b>		<b>\$200,000</b>

**SPARKS BOULEVARD IMPROVEMENT PROJECT**  
**SECTION 404 COMPENSATORY MITIGATION ANNUAL MONITORING**  
**SCOPE OF SERVICES**

**PROJECT UNDERSTANDING**

Wetland monitoring is required for the Sparks Boulevard Improvement Project in Reno, NV, following the construction phase of the project per the USACE Section 404 permit (SPK-2023-00049). The project, which will include widening of Sparks Boulevard, will impact the North Truckee Drain (NTD). The work stands to cause permanent impacts including loss of 0.306 acre of wetlands and 0.178 acre of open water, which are considered jurisdictional waters of the U.S. (WOUS), and temporary impacts to 0.097 acre of wetland and 0.023 acre of open water.

Compensatory mitigation of unavoidable permanent and temporary impacts to the NTD will include creation of new or expanded wetland areas at a 2:1 creation to impact ratio and minimize clearing/grubbing areas. The location of two areas on-site were identified for wetland mitigation sites within the NTD watershed that have wetland creation planting areas of 0.547 acre and 0.270 acre of wetland. The two mitigation sites will be managed in accordance with the City of Sparks Comprehensive Plan and by the City of Sparks Parks and Recreation Department once the mitigation sites are constructed during the Project and after the requirements of the USACE Section 404 permit are met.

This scope sets out the tasks for the CONSULTANT to conduct the annual monitoring of the mitigation sites, to include a construction completion site-inspection, annual site visits to observe and record the extent and success of wetland establishment within the mitigation sites, and to facilitate the closure of the Section 404 permit. These services are detailed further in the below sections.

**BASIC SERVICES**

The CONSULTANT shall provide the following Basic Services:

**TASK 1—PROJECT MANAGEMENT**

- 1.1 General Project Management:** The CONSULTANT shall perform project management responsibilities throughout the duration of the annual monitoring efforts to accommodate a five (5) year Project schedule. The USACE may close the Section 404 permit earlier than the 5-year timeframe if the mitigation sites meet all the required permit parameters. The CONSULTANT shall coordinate project staff; maintain contact with and respond to communication from WASHOE RTC; monitor and control the budget and schedule of the Project; and prepare and review Project invoicing using WASHOE RTC's format and project accounting (template to be provided by WASHOE RTC) prior to submission to the WASHOE RTC. The CONSULTANT shall schedule a kickoff meeting within three weeks of Notice-To-Proceed.
- 1.2 Quality Assurance:** The CONSULTANT shall prepare a project-specific Quality Assurance Plan (QAP) that outlines the Quality Assurance (QA) and Quality Control (QC) procedures, methodologies, and approaches to be implemented during execution of CONSULTANT's prepared work product. Formal independent QA/QC reviews will be

conducted on deliverables for each annual monitoring report as outlined in the following proposed scope of services.

***Deliverable(s):***

- *Project Schedules, QA/QC Documentation as requested, Invoicing, Kickoff Meeting Agenda, Kickoff Meeting Minutes, and Kickoff Meeting Exhibits. – one (1) copy in electronic format (PDF)*
- *Third party entity review comments, incorporation into annual monitoring reports using BlueBeam, third party approval letters – one (1) copy in electronic format (PDF)*
- *QAP and QA/QC review documentation, upon request – one (1) copy in electronic format (PDF)*

**TASK 2—POST-CONSTRUCTION SITE INSPECTION**

- 2.1 Post-Construction Mitigation Site Inspection:** The CONSULTANT shall conduct a site inspection of the two wetland mitigation areas along Sparks Boulevard to assess and identify any discrepancies between the construction of the wetland mitigation sites (grading, seeding\planting, irrigation, etc.) and the design of the mitigation sites.
- 2.2 Post-Construction Assessment Memorandum:** The CONSULTANT shall prepare a technical memorandum detailing any corrective actions required by the CONTRACTOR to facilitate the terms and conditions of the Section 404 permit and to support the successful growth and creation of wetlands within the mitigation sites. The technical memorandum will include mapping and photos of areas within the mitigation sites that require further corrective actions (grading, seeding, etc.).

***Deliverable(s):***

- *Inspection Schedule, Mitigation Site Inspection Technical Memorandum, Meeting Minutes. – one (1) copy in electronic format (PDF)*
- *Third party entity review comments, incorporation into Mitigation Site Inspection Technical Memorandum using BlueBeam, third party approval letters – one (1) copy in electronic format (PDF)*

**TASK 3—YEAR 1 ANNUAL MONITORING**

- 3.1 Year 1 Monitoring Visit:** The CONSULTANT shall conduct a site visit as part of the annual monitoring of the two wetland mitigation sites along Sparks Boulevard to assess success parameters that are outlined in the Compensatory Mitigation Plan and as part of the terms and conditions of the Section 404 permit. Parameters include wetland plant growth, aerial coverage, presence of noxious weeds, etc.

The Year 1 Monitoring Visit will include the CONSULTANT setting up static photo points (GPS coordinates, lathes marked with numbered locations), transect locations, quadrat sampling locations, wetland sampling point locations, and other necessary sampling features to conduct a thorough sampling of the mitigation sites to complete the annual

monitoring report per the Section 404 permit. The following information and data will be collected at each annual visit and documented in the monitoring report:

- Presence of noxious weeds, including location, species, and density
- Evidence of wetland hydrology and hydric soils (based on visual observations and delineation)
- Representative photos of the overall mitigation area and sampling locations (establish photo points for the mitigation area to use each year)
- Evidence of how the performance standards are being met and documentation of how the mitigation plan goals are being achieved
- Extent of created wetlands by type and acreage (using a formal delineation method with paired data points)
- Vegetation cover and species diversity using wetland sample points from the delineation and transects with data plots that represent each wetland type

**3.2 Year 1 Annual Monitoring Report:** The CONSULTANT shall prepare a technical report detailing the background of the project, identifying both NEPA and USACE clearances and permitting information, project location, monitoring methodology, results from the Year 1 monitoring assessment, risks or damage to the mitigation sites, and any adaptive management or corrective actions that need to be implemented to improve the mitigation site or expedite site success per the Section 404 permit requirements. The Year 1 Annual Monitoring Report will include GIS mapping of features of both mitigation sites, quality control (reviews and technical editing), and incorporating one round of review\comments by the CLIENT.

Once the CLIENT approves the Year 1 Annual Monitoring Report, CONSULTANT will submit to the USACE and address any follow-up questions or comments the USACE has on the report.

***Deliverable(s):***

- *Year 1 Monitoring Schedule, Year 1 Annual Monitoring Report, – one (1) copy in electronic format (PDF)*
- *Third party entity review comments, incorporation into Year 1 Annual Monitoring Report using BlueBeam – one (1) copy in electronic format (PDF)*

**TASK 4—YEAR 2 ANNUAL MONITORING**

**4.1 Year 2 Monitoring Visit:** The CONSULTANT shall conduct a site visit as part of the annual monitoring of the two wetland mitigation sites along Sparks Boulevard to assess success parameters that are outlined in the Compensatory Mitigation Plan and as part of the terms and conditions of the Section 404 permit. Parameters include establishing a reference site, wetland plant growth, aerial coverage, presence of noxious weeds, etc.

The Year 2 Monitoring Visit will include the CONSULTANT using the sampling locations, transects, static photo points, etc., that were prepared in the Year 1 Monitoring Visit to maintain consistent assessment parameters from year to year. The CONSULTANT shall conduct a thorough sampling of the mitigation sites to complete the annual monitoring report per the Compensatory Mitigation Plan and Section 404 permit requirements.

- 4.2 Year 2 Annual Monitoring Report:** The CONSULTANT shall use the Year 1 Annual Monitoring Report as the basis of the Year 2 Annual Monitoring Report and will update sections of the report which include monitoring methodology, results from the Year 2 monitoring assessment, risks or damage to the mitigation sites, and any adaptive management or corrective actions that need to be implemented to improve the mitigation site or expedite site success per the Section 404 permit requirements. The Year 2 Annual Monitoring Report will describe any adaptive management\corrective action measures that were completed as identified in the Year 1 Annual Monitoring Report prior to the Year 2 Annual Monitoring Visit. Additional information will be obtained from the CLIENT which documents any other activities that have occurred in the mitigation sites as identified by CLIENT maintenance crews.

The Year 2 Annual Monitoring Report will include GIS mapping of features of both mitigation sites, quality control (reviews and technical editing), and incorporating one round of review\comments by the CLIENT.

Once the CLIENT approves the Year 2 Annual Monitoring Report, CONSULTANT will submit to the USACE and address any follow-up questions or comments the USACE has on the report.

***Deliverable(s):***

- *Year 2 Monitoring Schedule, Year 2 Annual Monitoring Report, – one (1) copy in electronic format (PDF)*
- *Third party entity review comments, incorporation into Year 1 Annual Monitoring Report using BlueBeam – one (1) copy in electronic format (PDF)*

**TASK 5—YEAR 3 ANNUAL MONITORING**

- 5.1 Year 3 Monitoring Visit:** The CONSULTANT shall conduct a site visit as part of the annual monitoring of the two wetland mitigation sites along Sparks Boulevard to assess success parameters that are outlined in the Compensatory Mitigation Plan and as part of the terms and conditions of the Section 404 permit. Parameters include wetland plant growth, aerial coverage, presence of noxious weeds, etc.

The Year 3 Monitoring Visit will include the CONSULTANT using the sampling locations, transects, static photo points, etc., that were prepared in the Year 1 Monitoring Visit to maintain consistent assessment parameters from year to year. The CONSULTANT shall conduct a thorough sampling of the mitigation sites to complete the annual monitoring report per the Compensatory Mitigation Plan and Section 404 permit requirements.

- 5.2 Year 3 Annual Monitoring Report:** The CONSULTANT shall use the Year 1 Annual Monitoring Report as the basis of the Year 3 Annual Monitoring Report and will update sections of the report which include monitoring methodology, results from the Year 3 monitoring assessment, risks or damage to the mitigation sites, and any adaptive management or corrective actions that need to be implemented to improve the mitigation site or expedite site success per the Section 404 permit requirements. The Year 3 Annual Monitoring Report will describe any adaptive management\corrective action

measures that were completed as identified in the Year 2 Annual Monitoring Report prior to the Year 3 Annual Monitoring Visit. Additional information will be obtained from the CLIENT which documents any other activities that have occurred in the mitigation sites as identified by CLIENT maintenance crews.

The Year 3 Annual Monitoring Report will include GIS mapping of features of both mitigation sites, quality control (reviews and technical editing), and incorporating one round of review\comments by the CLIENT.

Once the CLIENT approves the Year 3 Annual Monitoring Report, CONSULTANT will submit to the USACE and address any follow-up questions or comments the USACE has on the report.

***Deliverable(s):***

- *Year 3 Monitoring Schedule, Year 3 Annual Monitoring Report, – one (1) copy in electronic format (PDF)*
- *Third party entity review comments, incorporation into Year 3 Annual Monitoring Report using BlueBeam – one (1) copy in electronic format (PDF)*

**TASK 6—YEAR 4 ANNUAL MONITORING (IF NEEDED)**

- 6.1 Year 4 Monitoring Visit:** The CONSULTANT shall conduct a site visit as part of the annual monitoring of the two wetland mitigation sites along Sparks Boulevard to assess success parameters that are outlined in the Compensatory Mitigation Plan and as part of the terms and conditions of the Section 404 permit. Parameters include wetland plant growth, aerial coverage, presence of noxious weeds, etc.

The Year 4 Monitoring Visit will include the CONSULTANT using the sampling locations, transects, static photo points, etc., that were prepared in the Year 1 Monitoring Visit to maintain consistent assessment parameters from year to year. The CONSULTANT shall conduct a thorough sampling of the mitigation sites to complete the annual monitoring report per the Compensatory Mitigation Plan and Section 404 permit requirements.

- 6.2 Year 4 Annual Monitoring Report:** The CONSULTANT shall use the Year 1 Annual Monitoring Report as the basis of the Year 4 Annual Monitoring Report and will update sections of the report which include monitoring methodology, results from the Year 4 monitoring assessment, risks or damage to the mitigation sites, and any adaptive management or corrective actions that need to be implemented to improve the mitigation site or expedite site success per the Section 404 permit requirements. The Year 4 Annual Monitoring Report will describe any adaptive management\corrective action measures that were completed as identified in the Year 3 Annual Monitoring Report prior to the Year 4 Annual Monitoring Visit. Additional information will be obtained from the CLIENT which documents any other activities that have occurred in the mitigation sites as identified by CLIENT maintenance crews.

The Year 4 Annual Monitoring Report will include GIS mapping of features of both mitigation sites, quality control (reviews and technical editing), and incorporating one round of review\comments by the CLIENT.

Once the CLIENT approves the Year 4 Annual Monitoring Report, CONSULTANT will submit to the USACE and address any follow-up questions or comments the USACE has on the report.

***Deliverable(s):***

- *Year 4 Monitoring Schedule, Year 4 Annual Monitoring Report, – one (1) copy in electronic format (PDF)*
- *Third party entity review comments, incorporation into Year 4 Annual Monitoring Report using BlueBeam – one (1) copy in electronic format (PDF)*

**TASK 7—YEAR 5 ANNUAL MONITORING (IF NEEDED)**

- 7.1 Year 5 Monitoring Visit:** The CONSULTANT shall conduct a site visit as part of the annual monitoring of the two wetland mitigation sites along Sparks Boulevard to assess success parameters that are outlined in the Compensatory Mitigation Plan and as part of the terms and conditions of the Section 404 permit. Parameters include wetland plant growth, aerial coverage, presence of noxious weeds, etc.

The Year 5 Monitoring Visit will include the CONSULTANT using the sampling locations, transects, static photo points, etc., that were prepared in the Year 1 Monitoring Visit to maintain consistent assessment parameters from year to year. The CONSULTANT shall conduct a thorough sampling of the mitigation sites to complete the annual monitoring report per the Compensatory Mitigation Plan and Section 404 permit requirements.

- 7.2 Year 5 Annual Monitoring Report:** The CONSULTANT shall use the Year 1 Annual Monitoring Report as the basis of the Year 5 Annual Monitoring Report and will update sections of the report which include monitoring methodology, results from the Year 5 monitoring assessment, risks or damage to the mitigation sites, and any adaptive management or corrective actions that need to be implemented to improve the mitigation site or expedite site success per the Section 404 permit requirements. The Year 5 Annual Monitoring Report will describe any adaptive management\corrective action measures that were completed as identified in the Year 4 Annual Monitoring Report prior to the Year 5 Annual Monitoring Visit. Additional information will be obtained from the CLIENT which documents any other activities that have occurred in the mitigation sites as identified by CLIENT maintenance crews.

The Year 5 Annual Monitoring Report will include GIS mapping of features of both mitigation sites, quality control (reviews and technical editing), and incorporating one round of review\comments by the CLIENT.

Once the CLIENT approves the Year 5 Annual Monitoring Report, CONSULTANT will submit to the USACE and address any follow-up questions or comments the USACE has on the report.

***Deliverable(s):***

- *Year 5 Monitoring Schedule, Year 5 Annual Monitoring Report, – one (1) copy in electronic format (PDF)*
- *Third party entity review comments, incorporation into Year 5 Annual Monitoring Report using BlueBeam – one (1) copy in electronic format (PDF)*

## **TASK 8—PERMIT CLOSE-OUT**

**8.1 Permit Close-out Documentation & Agency Coordination Meetings:** The CONSULTANT shall compile materials and communications with the CLIENT and the USACE and fill in the required USACE close-out documents/forms for the mitigation sites and respond to questions by the USACE. The CONSULTANT will attend one meeting with the CLIENT to confirm the project meets the parameters of the permit to close it out. The CONSULTANT will attend one meeting with the CLIENT and the USACE to facilitate permit close-out.

**8.2 Response to Client Request for Information (RFIs):** The CONSULTANT provide follow-up assistance to the CLIENT if questions arise on the maintenance of the mitigation sites or follow-up on other related questions regarding the 404 permit. RFI Responses will not exceed the period of performance of the monitoring contract.

### ***Deliverable(s):***

- *Meeting Minutes, Responses to RFIs or other questions. – one (1) copy in electronic format (PDF)*

### ***Assumptions\Exclusions:***

- *Project Management time will support the overall Sparks Blvd Improvement Project TO for invoicing, staff management, agency coordination, etc.*
- *Depending on what the Section 404 NWP identifies as the terms and conditions of the permit, the scope and cost estimate associated with the annual monitoring activities may need to be modified.*
- *The Site Inspection and Annual Monitoring will take one day for two wetland specialists. Travel to and from the project site will take two days as specialists will come from out of the project region (Las Vegas, NV and Denver, CO) for a total of 3 days of work.*
- *Airfare, car rental, and meal costs are included*
- *Annual Monitoring is estimated at 5 years, but the USACE may close the permit in a shorter time frame.*
- *If the wetland mitigation sites don't meet the permit parameters to close the permit in 5 years, then a contract modification would be required to extend the annual monitoring period until permit close-out occurs.*
- *The CLIENT will be responsible for completing any corrective actions\adaptive management activities to facilitate the successful establishment of the mitigation sites including, but not limited to: noxious weed treatment, fencing, irrigation, trash removal, removal of people occupying the mitigation sites illegally.*
- *Annual monitoring will occur during the peak growing season.*
- *Monitoring reports will be submitted using the USACE-specified SPD mitigation monitoring form by December 31.*



## **Exhibit A**

- *The compensatory mitigation monitoring will fall under a TO for the existing Sparks Blvd Improvement project and not be under a separate project contract.*



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.3.6

To: Regional Transportation Commission

From: Michele Payne, Property Agent

**SUBJECT: Resolution regarding Intention to Exchange Property with TMWA**

### **RECOMMENDED ACTION**

Adopt a resolution declaring an intention to exchange property owned by RTC (a fee simple interest in APN 004-061-28, and a permanent access and utility easement over APN 004-061-20, 004-061-26, 004-061-22 and 035-033-02) for property owned by the Truckee Meadows Water Authority (a fee simple interest in APN 140-051-23).

### **BACKGROUND AND DISCUSSION**

RTC acquired certain property between 1999 and 2004 for a planned US 395/Clear Acre/Sutro Interchange Improvement Project which was only partially completed. RTC no longer needs the property for the project or another roadway project.

TMWA wants to acquire a fee simple interest in APN 004-061-28, and a permanent access and utility easement over APN 004-061-20, 004-061-26, 004-061-22 and 035-033-02, in order to construct a water tank site and facilities project. RTC completed an appraisal in October 2023 which determined the value of that property to be \$132,000.

RTC wants to acquire a fee simple interest in a parcel owned by TMWA located at 9675 Western Skies Drive, Reno, Nevada (APN 140-051-23) in order to construct the Geiger Grade Realignment Project. TMWA completed an appraisal in April 2022 which determined the value of that property to be \$425,000.

RTC and TMWA intend to exchange the properties for one another. When RTC property is no longer needed, and the property is sought by another public agency for a public use, RTC may exchange the property for the property of that public agency. NRS 277A.255(1)(c), referencing NRS 277.050.

Approval of this resolution will satisfy the requirements in NRS 277.050(5). RTC would then hold a public meeting on February 16, 2024, to provide an opportunity for the public to make objections to the exchange as required by NRS 277.050(5) and (6). If the RTC Board decides to move forward with the exchange, the RTC Board would then approve a resolution to approve the property exchange agreement and satisfy

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the requirements in NRS 277.050(7). RTC staff would then enter into the agreement and complete the exchange.

### **FISCAL IMPACT**

The properties will be exchanged for one another and there will be no payments to or from either RTC or TMWA.

### **PREVIOUS BOARD ACTION**

10/20/2023 Authorized the Executive Director to negotiate the terms and conditions of the following agreements related to RTC property acquired as part of a planned US 395/Clear Acre/Sutro Interchange Improvement Project (APNs: 004-061-20, 004-061-22, 004-061-26, 004-061-28, 004-082-18, 035-033-02): (1) a property exchange agreement with the Truckee Meadows Water Authority (TMWA) whereby TMWA will acquire a portion of the RTC property for a water tank site and facilities project, and RTC will acquire a TMWA parcel located at 9675 Western Skies Drive (APN: 140-051-23) for a planned roadway project; and (2) a purchase and sale agreement with the City of Reno for the sale of the remaining RTC property to the City of Reno for a public use related to affordable housing.

**RESOLUTION NO. 24-\_\_**

**A RESOLUTION DECLARING AN INTENTION TO EXCHANGE  
PROPERTY WITH THE TRUCKEE MEADOWS WATER AUTHORITY**

**WHEREAS**, the Regional Transportation Commission of Washoe County, Nevada (“RTC”) acquired certain property for a planned US 395/Clear Acre/Sutro Interchange Improvement Project that was only partially completed; and

**WHEREAS**, the property was purchased under the threat of eminent domain proceedings by RTC pursuant to chapter 37 of the Nevada Revised Statutes (“NRS”); and

**WHEREAS**, RTC no longer needs APN 004-061-28, 004-061-20, 004-061-26, 004-061-22 and APN 035-033-02\_ for the project or another roadway project; and

**WHEREAS**, as authorized pursuant to pursuant to NRS 277A.255(1)(c) and NRS 277.050, RTC intends to exchange a fee simple interest in APN 004-061-28, and a permanent access and utility easement over APN 004-061-20, 004-061-26, 004-061-22 and 035-033-02, in exchange for a fee simple interest in APN 140-051-23 owned by the Truckee Meadows Water Authority (“TMWA”); and

**WHEREAS**, RTC intends to use the property it receives in the exchange to construct the \_\_Geiger Grade Realignment Project; and

**WHEREAS**, TMWA intends to use the property it receives in the exchange to construct a water tank site and facilities project; and

**WHEREAS**, the terms of the exchange are more particularly described in the “Property Exchange Agreement for TMWA Western Skies Property and Tank Site Parcel and Easements on RTC Clear Acre Properties” attached hereto as Exhibit A.

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

Section 1. The value of the property that RTC will receive in the exchange is approximately equal in value to the property that TMWA will receive in the exchange, given their relative needs for the property. The fair market value of the property that RTC will receive is \$425,000, as determined pursuant to an independent appraisal that TMWA completed. The fair market value of the property that TMWA will receive is \$132,000, as determined pursuant to an independent appraisal that RTC completed.

Section 2. RTC and TMWA will each use the property they receive in the exchange for a public use and public purpose.

Section 3. RTC hereby declares its intention to exchange its property with TMWA upon the terms and conditions more particularly described in the “Property Exchange Agreement for TMWA Western Skies Property and Tank Site Parcel and Easements on RTC Clear Acre Properties” attached hereto as Exhibit A.

Section 4. As required by NRS 277.050(5)(c), the RTC Board of Commissioners shall hold a public hearing at its regular meeting on February 16, 2024 at which objections to the exchange may be made by the electors of Washoe County.

Section 5. As required by NRS 277.050(6), RTC staff shall publish notice of the adoption of this resolution and of the time and place of the public hearing on February 16, 2024, in a newspaper of general circulation published in Washoe County. The notice must be published not less than twice, on successive days, the last publication to be not less than 7 days before the date of the public hearing.

Section 6. The authority granted under the foregoing resolutions shall be deemed to include, in the case of each such resolution, the authority to perform such further acts and deeds as may be necessary, advisable or appropriate, in the judgment of RTC Staff, to take such further actions in compliance with law as may be necessary or desirable to give effect to the foregoing resolutions.

Section 7. This resolution shall become effective on its passage and adoption.

**PASSED, ADOPTED AND APPROVED** this 19<sup>th</sup> day of January, 2024.

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Chairman  
Regional Transportation Commission of  
Washoe County

Exhibit A

Property Exchange Agreement for TMWA Western Skies Property and Tank Site Parcel and  
Easements on RTC Clear Acre Properties

PROPERTY EXCHANGE AGREEMENT FOR TMWA WESTERN SKIES PROPERTY AND  
TANK SITE PARCEL AND EASEMENTS ON RTC CLEAR ACRE PROPERTIES

THIS PROPERTY EXCHANGE AGREEMENT (“Agreement”), dated \_\_\_\_\_, 2024 (the “Effective Date”), is entered into by and among TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (“TMWA”) and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, a cooperative regional board created by the Washoe County Board of County Commissioners pursuant to N.R.S. Chapter 277A (“RTC”). TMWA and RTC are also referred to as “Party” or “Parties.”

**RECITALS**

A. RTC is the owner of certain real property located at 0 Clear Acre Drive and 0 Scottsdale Road Reno, Nevada, known as Assessor’s Parcel Numbers 004-061-20, 004-061-22, 004-061-26, 004-061-28 and 035-033-02, legally described on Exhibit “A” attached hereto and incorporated herein by this reference (“RTC Clear Acre Properties”).

B. TMWA is the owner of certain real property located at 9675 Western Skies Drive, Reno, Nevada, and known as Assessor’s Parcel Number 140-051-23, legally described on Exhibit “B” attached hereto and incorporated herein by this reference (the “TMWA Western Skies Property”).

C. RTC desires to acquire and TMWA is willing to grant to RTC the TMWA Western Skies Property.

D. TMWA desires to acquire from RTC, and RTC is willing to grant to TMWA, the Tank Site Parcel (as defined below), along with the associated Access and Utility Facilities Easement (as defined below) and Temporary Construction Easement (as defined below).

E. The Parties agree that the value of the TMWA Western Skies Property is approximately equal in value to the Tank Site Parcel and associated easements on the RTC Clear Acre Properties.

F. The Parties desire to exchange the TMWA Western Skies Property for the Tank Site Parcel and associated easements on the RTC Clear Acre Properties consistent with the terms described below.

G. On October 19, 2022, the TMWA Board approved Resolution 312 to sell the vacant property at 9675 Western Skies Drive. On December 8, 2022, the TMWA Board authorized the General Manager to negotiate and execute an agreement with RTC for the exchange or sale of the property.

H. On January 19, 2024, RTC’s Board of Commissioners adopted Resolution No. 24-\_\_\_\_\_, declaring RTC’s intention to exchange the Tank Site Parcel and associated easements on the RTC Clear Acre Properties for the TMWA Western Skies Property.

I. On February 16, 2024, RTC's Board of Commissioners heard objections, if any, to the proposed exchange. RTC's Board of Commissioners thereafter adopted Resolution No. 24-\_\_\_\_, approving the exchange, authorizing the RTC Executive Director to execute this Agreement, authorizing the RTC Chairman to execute and deliver a quitclaim deed conveying the Tank Site Parcel to TMWA upon performance of all of the terms and conditions of this Agreement, and authorizing the RTC Executive Director to take all other actions necessary to effectuate performance of this Agreement.

## **AGREEMENT**

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by RTC and TMWA, the Parties hereby agree as follows:

1. Creation and Conveyance of the Tank Site Parcel. In exchange for the conveyance of the TMWA Western Skies Property to RTC, RTC hereby agrees to create, grant, and convey to TMWA, a fee title interest in and to, a certain portion of the RTC Clear Acre Properties as depicted in the drawing attached hereto as Exhibit "C", and the location of which as further clarified in the Site Plan (as defined below) (the "Tank Site Parcel") for a tank site on the terms and conditions set forth below.

1.1 Parcel Map. RTC and TMWA acknowledge that a Parcel Map creating the Tank Site Parcel as a separate legal parcel (the "Parcel Map") must be approved by appropriate governmental entities prior to transferring the Tank Site Parcel. TMWA shall prepare the Parcel Map in substantial compliance with the depiction and location thereof as indicated on Exhibit "C" and obtain any necessary applications to create a separate parcel or parcels for the Tank Site Parcel and secure all required governmental approvals to subdivide and create a separate parcel comprising the Tank Site Parcel in order to record the Parcel Map and transfer the Tank Site Parcel to TMWA by quitclaim deed. TMWA will submit the Parcel Map to RTC for RTC's review and approval, which shall not be unreasonably withheld, conditioned, or delayed. RTC shall thereafter reasonably cooperate with TMWA in submitting and processing the Parcel Map, including executing such applications and documents reasonably required as owner of the RTC Clear Acre Property to facilitate approval of the Parcel Map. All engineering and surveying costs associated with the Parcel Map and easement legal descriptions will be paid by the Party incurring such costs.

1.2 Tank Site Parcel Deed. No later than ten (10) days after TMWA receives final governmental approval for the Parcel Map, RTC will execute and deliver to TMWA a quitclaim deed for the Tank Site Parcel substantially in the form attached hereto as Exhibit "D" (the "Tank Site Parcel Deed"). TMWA will be responsible for all costs of recording the Tank Site Deed.

## 2. RTC Easements.

2.1 Tank Site Access and Utility Facilities Easement. RTC hereby agrees to dedicate and grant to TMWA a non-exclusive easement for access, ingress and egress to the Tank



Site Parcel, water, drainage, and other utility facilities across a portion of the RTC Clear Acre Properties (the “Access and Utility Facilities Easement”) on the terms and conditions set forth in the easement deed attached hereto and incorporated herein by reference as Exhibit “E” (the “Access and Utility Facilities Easement Deed”). RTC or its successor-in-interest, may relocate the Access and Utility Easement, including the access road and utilities, to a new location on the RTC Clear Acre Property at its sole cost; provided, however, that RTC must submit its relocation plan to TMWA for TMWA’s review and approval, which shall not be unreasonably withheld, conditioned, or delayed. TMWA, in its sole discretion, may not approve the location change based on design requirements, restrictions relating to hydraulic design criteria for the facility, or any other design restrictions that renders the new location not feasible for the water supply infrastructure. No later than ten (10) days after TMWA receives final governmental approval for the Parcel Map, RTC shall execute and deliver the Access and Utility Facilities Easement Deed to TMWA for recording. TMWA will be responsible for all costs of recording the Access and Utility Facilities Easement Deed.

2.2. Temporary Construction Easement. RTC hereby agrees to grant to TMWA a temporary construction easement across a portion of the RTC Clear Acre Properties not within the Tank Site Parcel or permanent easements (the “Temporary Construction Easement”) on the terms and conditions set forth in the easement deed attached hereto and incorporated herein by reference as Exhibit “F” (“Temporary Construction Easement Deed”) if necessary pending final plan approval. No later than (10) days after TMWA receives final governmental approval for the Parcel Map, RTC will execute and deliver the executed Temporary Construction Easement Deed to TMWA for recordation. In the future, RTC agrees to grant temporary construction easements over the RTC Clear Acre Properties, as necessary for reconstruction or maintenance on the Tank Site Parcel. TMWA will be responsible for all costs of recording the Temporary Construction Easement Deed.

2.3 Closing and All Associated Costs. Escrow fee closing costs shall be split equally between the Parties. Escrow will be opened with Luann Barnes, Senior Escrow Officer, at Ticor Title Company (“Title Company”), 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511. Each Party will determine the amount of coverage necessary and will be responsible to pay the fee for a title insurance policy on their property if a policy is requested from the Title Company at closing. Closing shall occur ten (10) days after receipt of the executed Deeds.

### 3. Site Improvements.

3.1 TMWA Fence and Access Road Improvements. TMWA shall install and construct, at TMWA’s expense, a new access road with four-inch, type two gravel base, and/or paving from Clear Acre Lane to the Tank Site Parcel and a fence and entrance gate around the Tank Site Parcel. TMWA shall submit the site modification design to RTC for RTC’s review and approval, which shall not be unreasonably withheld, conditioned, or delayed. The fence design shall be eight (8) feet high, as depicted in the location on the site plan and as shown on the fence detail attached hereto as Exhibit “G” (the “Site Plan”) and Exhibit “H” (the “Fence Detail”).

3.2 TMWA Site Accessibility. TMWA reserves the right, at TMWA’s sole cost, expense and discretion, to construct, operate, repair, and relocate a bar gate at a mutually

agreed location on the RTC Clear Acre Properties within the Access and Utility Facilities Easement Deed area to protect TMWA infrastructure by preventing public access to the Tank Site Parcel. TMWA will not have any obligation to police or restrict public access, or to relocate, or otherwise make changes to the gate location through the RTC Clear Acre Properties. If TMWA decides to construct such gate, RTC may in the future, at its sole cost and expense, relocate the gate to a mutually agreed location on the RTC Clear Acre Properties.

4. Dedication of TMWA Western Skies Property to RTC. In consideration of the grants of property and easements described in the above sections, TMWA hereby agrees to grant, and convey to RTC the fee title interest in and to the TMWA Western Skies Property described in Exhibit “B,” attached hereto and incorporated herein by reference on the terms and conditions set forth below.

4.1 TMWA Western Skies Property Deed. No later than ten (10) days after TMWA receives final governmental approval of the Parcel Map, TMWA shall execute and deliver to RTC a quitclaim deed for the TMWA Western Skies Property substantially in the form attached hereto as Exhibit “I” (the “TMWA Western Skies Property Deed”). RTC will be responsible for all costs of recording the TMWA Western Skies Property Deed.

4.2 TMWA Easements on Western Skies Property.

4.2.1 TMWA Monitoring Well Easement. RTC hereby agrees to dedicate and grant to TMWA a non-exclusive easement for a monitoring well and ingress and egress to the monitoring well across the Western Skies Property on the terms and conditions set forth in the easement deed attached hereto and incorporated herein by reference as Exhibit “J” (“Monitoring Well Easement Deed”) and collectively with the Access and Utility Facilities Easement Deed and the Temporary Construction Easement Deed, the “Easement Deeds”). No later than ten (10) days after TMWA receives final governmental approval for the Parcel Map, RTC shall execute and deliver the Monitoring Well Easement Deed to TMWA for recordation. TMWA will be responsible for all costs of recording the Monitoring Well Easement Deed.

4.2.2 TMWA Western Skies Property License Agreement. RTC acknowledges that TMWA has entered into a License Agreement with Washoe County for an emergency storage container on the TMWA Western Skies Property. A copy of the License Agreement is attached hereto as Exhibit “K” (the “Washoe County License Agreement”). RTC and TMWA acknowledge that TMWA will terminate the Washoe County License Agreement. RTC will enter into a new agreement with Washoe County substantially similar to the Washoe County License Agreement no later than thirty (30) days after TMWA’s receipt of final government approval for the Parcel Map.

5. Contemporaneous Exchange/Purchase Price. The parties agree the property transfers and easements set forth in this Agreement are intended to be contemporaneous exchanges, and the obligations of each party to transfer property and execute easements are conditional upon the contemporaneous transfer of all the properties and easements described therein by the other party. The parties further acknowledge and agree that the properties, including easements, being exchanged have a reasonably equivalent value and are sufficiently unique that

the properties being received represent fair and valuable consideration for the properties being transferred. No purchase price shall be payable by either party for the properties being exchanged herein.

6. RTC Representations and Warranties. As a material inducement to TMWA to enter into this Agreement, RTC represents and warrants that:

6.1 Organization and Power. RTC has full power and authority to sell and convey the Tank Site Parcel, Access and Utility Facilities Easement and Temporary Construction Easement to TMWA and to enter and perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by RTC to TMWA, have been or will be duly executed and delivered by RTC and are or will be legal, valid, and binding obligations of RTC, and are enforceable in accordance with their respective terms. Each of the persons signing this Agreement and other instruments required under this Agreement on behalf of RTC is or will be authorized to sign; and except as provided herein the execution, consent or acknowledgment of no other person, entity, court or governmental authority is necessary in order to validate the execution and performance of this Agreement by RTC.

6.2 Property, Title and Related Matters. RTC owns all right, title and interest in the RTC Clear Acre Properties of which the Tank Site Parcel is a part, as well as the power and authority to grant the Access and Utility Facilities Easement and Temporary Construction Easement, each free and clear of all security interests, mortgages, liens, pledges, charges, claims or encumbrances of any kind or character, and has not, and will not through the Closing, sell, encumber, pledge, assign, convey or transfer any of the RTC Clear Acre Properties, except as set forth in this Agreement.

6.3 Transferability. RTC has no knowledge of any condition or fact related to the RTC Clear Acre Properties which would prevent or impede the transfer and sale of the Tank Site Parcel, Access and Utility Facilities Easement and Temporary Construction Easement to TMWA and use by TMWA for TMWA's intended purposes.

6.4 No Litigation. There are no pending or threatened actions which would materially and adversely affect the RTC Clear Acre Properties, or any portion thereof, nor are there any known specific facts which might give rise to such action or proceedings, or which would or could adversely affect the RTC Clear Acre Properties or the Tank Site Parcel, Access and Utility Facilities Easement, and Temporary Construction Easement.

6.5 No Misstatement. No representation, statement or warranty by RTC contained in this Agreement or in any exhibit hereto contains, or will contain, any untrue statements, or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.

6.6 No Agreements. Neither the execution and delivery of this Agreement by RTC, nor the consummation of the transactions contemplated hereby, will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which RTC is a party, or to which it is bound.

7. TMWA Representations and Warranties. As a material inducement to RTC to enter into this Agreement, TMWA represents and warrants that:

7.1 Organization and Power. TMWA has full power and authority to sell and convey the TMWA Western Skies Property to RTC and to enter and perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by TMWA to RTC, have been or will be duly executed and delivered by TMWA and are or will be legal, valid, and binding obligations of TMWA, and are enforceable in accordance with their respective terms. Each of the persons signing this Agreement and other instruments required under this Agreement on behalf of TMWA is or will be authorized to so sign; and the execution, consent or acknowledgment of no other person, entity, court or governmental authority is necessary in order to validate the execution and performance of this Agreement by TMWA.

7.2 Property, Title and Related Matters. TMWA owns all right, title and interest in the TMWA Western Skies Property free and clear of all security interests, mortgages, liens, pledges, charges, claims or encumbrances of any kind or character, and has not, and will not through the Closing, sell, encumber, pledge, assign, convey or transfer any of the TMWA Western Skies Property, except as set forth in this Agreement.

7.3 Transferability. TMWA has no knowledge of any condition or fact related to the TMWA Western Skies Property which would prevent or impede the transfer and sale of the TMWA Western Skies Property and use by RTC for RTC's intended purposes.

7.4 No Litigation. There are no pending or threatened actions which would materially and adversely affect the TMWA Western Skies Property, or any portion thereof, nor are there any known specific facts which might give rise to such action or proceedings, or which would or could adversely affect the TMWA Western Skies Property.

7.5 No Misstatement. No representation, statement or warranty by TMWA or RTC contained in this Agreement or in any exhibit hereto contains or will contain any untrue statements or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.

7.6 No Agreements. Neither the execution and delivery of this Agreement by TMWA, nor the consummation of the transactions contemplated hereby, will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which TMWA is a party, or to which it is bound.

8. Recording of Documents. The consummation of the transaction pursuant to this Agreement (the "Closing") shall be effectuated by the Parties as follows: (i) by TMWA completing the recording of the Tank Site Parcel Deed, the Parcel Map, and the Easement Deeds in the Official Records of Washoe County, Nevada; and (ii) by RTC completing the recording of the TMWA Western Skies Property Deed in the Official Records of Washoe County, Nevada. The date upon which the Closing occurs is referred to herein as the "Closing Date."

9. Condition of Property. Except for the express representations and warranties of RTC and TMWA set forth in this Agreement, the RTC Clear Acre Property, all associated easements and the TMWA Western Skies Property are being transferred by each party “AS IS,” with all faults, and without any representations or warranties, express or implied. Each party represents and warrants to the other that, prior to its execution of this Agreement, it has satisfied itself with respect to the exchanged properties and real property interests in all respects and will accept such properties and interests “AS IS” with all faults, as of the Closing Date. The representations in this section shall survive the Closing.

10. Closing.

10.1 The Closing shall be conditional on TMWA obtaining receipt of all necessary governmental approvals, which conditions must be satisfied or waived by TMWA on or before the date which is one (1) year from the Effective Date, or later, as agreed to by the Parties. The Closing is scheduled to occur on a date mutually acceptable to the Parties as soon as possible following the governmental approvals and the preparation and recording of the Parcel Map.

10.1.1 At least one (1) business day prior to the scheduled Closing Date, RTC shall deliver the fully executed and notarized Tank Site Parcel Deed and the Easement Deeds;

10.1.2 At least one (1) business day prior to the scheduled Closing Date, TMWA shall deliver the fully executed and notarized TMWA Western Skies Property Deed; and

10.1.3 TMWA shall complete the recording of the Parcel Map in the Official Records of Washoe County, Nevada as soon as it is available for recording.

10.2 RTC shall record the TMWA Western Skies Property Deed in the Official Records of Washoe County, Nevada.

10.3 TMWA shall record the Tank Site Parcel Deed, the Parcel Map, and the Easement Deeds in the Official Records of Washoe County, Nevada.

11. Default and Remedies. If any party is in breach of, or defaults, with respect to any of its obligations under this Agreement (each, a “Defaulting Party”), the other party, not then in default or breach hereunder, (each, a “Non-Defaulting Party”) expressly reserves and shall have the right, as their exclusive remedy on account of such breach or default, to terminate this Agreement without any further obligations of any such Non-Defaulting Party, and to pursue an action against such Defaulting Party for reimbursement of such Non-Defaulting Party’s actual, reasonable out-of-pocket costs and expenses incurred prior to such termination in connection with this Agreement, together with reasonable costs and expenses of collection of the same. Each party waives and releases all other rights and remedies against any Defaulting Party, including, without limitation, (i) all equitable remedies, including, the right to specifically enforce this Agreement or the obligations of any other party hereunder, (ii) and all other direct, indirect, consequential, and other damages.

12. Miscellaneous.

12.1 The Parties intend that this Agreement, together with the Tank Site Parcel Deed, the Parcel Map, the TMWA Western Skies Property Deed, and the Easement Deeds shall accomplish the exchange without the need for further action by the Parties in order to comply with any law, statute, ordinance, regulation, or ruling, or any order of any court of competent jurisdiction. However, each of the Parties to this Agreement will execute and timely deliver any and all additional documents or instruments and take such further action as is reasonably necessary, if any, in order to effectuate the terms and conditions of this Agreement, and the cost thereof, if any, will be shared equally by and between the Parties.

12.2 This Agreement is the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, both written and verbal, between the parties with respect thereto.

12.3 None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among the Parties hereto. This Agreement is not intended to, nor shall it be construed to, create any third-party beneficiary rights in any person other than RTC and TMWA.

12.4 If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby, provided that the fundamental terms and conditions of this Agreement (including, without limitation, the full and complete transfer and conveyance of the all Property) remain legal and enforceable.

12.5 The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. The Section headings used in this Agreement are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. In this Agreement, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

12.6 If any party to this Agreement brings an action against any other party to this Agreement by reason of the breach of any covenant, term or obligation of this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to its costs of suit and reasonable attorneys' fees and costs.

12.7 All notices, requests or demands herein provided to be given or made, or which may be given or made by any party to another party, shall be given or made only in writing and shall be deemed to have been duly given: (i) when delivered personally at the address set forth below, or to any agent of the party to whom notice is being given; (ii) the date delivered when sent via overnight mail, properly addressed and postage prepaid; (iii) upon actual delivery (or the first attempted delivery, if delivery is refused), as evidenced by the United States Postal Service records, if sent by United States certified mail, properly addressed, postage prepaid, and return

receipt requested; or (iv) upon actual delivery (or the first attempted delivery, if delivery is refused), if sent by reputable overnight delivery service (such as FedEx or UPS). Notwithstanding the prescribed methods of delivery set forth above, actual receipt of written notice by a party designated below shall constitute notice given in accordance with this Agreement on the date received, unless deemed earlier given pursuant to the foregoing methods of delivery. The proper address to which notices, requests or demands may be given or made by either party shall be the address set forth at the end of this Section. Such address may be changed by written notice given to the other party in accordance with this Section.

If to RTC: Regional Transportation Commission  
Attn: Michelle Payne, Property Agent  
1105 Terminal Way, Suite 100  
Reno, NV 89502

If to TMWA: Truckee Meadows Water Authority  
Attn: Heather Edmunson,  
Lands Administrator  
1355 Capital Blvd.  
Reno, Nevada 89502

12.8 This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all which shall together constitute but one and the same instrument. Multiple counterpart signature pages and/or any notary acknowledgement may be attached to this Agreement for purposes of recording.

IN WITNESS WHEREOF, the parties have executed this Agreement below as of the date set forth opposite their respective signatures.

**“RTC”**

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

Executed on \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“TMWA”**

TRUCKEE MEADOWS WATER AUTHORITY,  
A Joint Powers Authority

Executed on \_\_\_\_\_, 2024

By: \_\_\_\_\_  
John R. Zimmerman, General Manager

**EXHIBIT "A"**  
**RTC PROPERTY CLEAR ACRE PROPERTIES**  
**LEGAL DESCRIPTIONS**

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

**Parcel 1:**

A portion of the North 1/2 of the Northeast 1/4 of Section 36, Township 20 North, Range 19 East, M.D.B. & M. described as follows:

Commencing at the Northeast corner of Section 36, Township 20 North, Range 19 East M.D.B. & M, as said corner found to be a brass cap as shown on the Record of Survey File No. 848926; thence along the North line of said Section 36, North 89°30'38" West 376.02 feet to the Northeast corner of said Parcel and the POINT OF BEGINNING; thence leaving said North line along the West line of that parcel of land described in a Grant Deed filed for record on July 28, 1998 in Book 5326 of Official Records, Page 14, Document No. 2235831 records of said County of Washoe South 00°49'14" West 192.39 feet; thence leaving said West line South 88°44'53" West 938.10 feet to the West line of said Northeast 1/4 of the Northeast 1/4 of Section 36; thence along said West line North 00°52'23" East 220.90 feet to said Northline of Section 36; thence along said North line South 89°30'38" East 937.30 feet to the POINT OF BEGINNING.

APN: 004-061-20

Document No. 3047767 is provided pursuant to the requirements of Section 6.NRS 111.312.

**Parcel 2:**

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 20 North, Range 19 East, M.D.B. & M., being in the City of Reno, County of Washoe, State of Nevada, and further described as being a portion of that parcel of land described in a Grant, Bargain and Sale Deed filed for record on August 17, 1999, as Document No. 2371630, Official records of Washoe County, described as follows:

Beginning at the Northeast corner of said Section 36, Township 20 North, Range 19 East, M.D.B. & M., as said corner found to be brass cap as shown on Record of Survey for Michael Maskali, as File No. 848926, filed for record on April 14, 1983, as Survey Map No. 1580, in the office of the County Recorder of said County of Washoe; thence along the North line of said Section 36, North 89°30'38" West a distance of 244.01 feet to the East line of Parcel 1, described in a Grant, Bargain and Sale Deed to Regional Transportation Commission of Washoe County, filed for record on October 8, 1999, as Document No. 2387943, records of said County of Washoe; thence along said East line, South 00°49'15" West a distance of 188.75 feet; thence leaving said East line, North 88°44'53" East a distance of 207.28 feet; thence along a 40.19 foot radius curve to the right, through a central angle of 63°48'50", an arc distance of 44.76 feet, subtended by a chord of South 59°20'42" East a distance of 42.48 feet to the East line of said Section 36; thence along said East line, North 00°49'19" East a distance of 203.80 feet to THE POINT OF BEGINNING.

Together with the access rights, including the abutter's rights in and to Sutro Street and Sr-443 (Clear Acre Lane) along the following described line:

Commencing at the Northeast corner of Section 36, Township 20 North, Range 19 East, M.D.B. & M., as said corner found to be a brass cap as shown on Record of Survey for Michael Maskali, as File No. 848926, filed for record on April 14, 1983, as Survey Map No. 1580, in the office of the County Recorder of said County of Washoe; thence along the North line of said Section 36, North 89°30'38" West a distance of 244.01 feet to the East line of Parcel 1, described in a Grant, Bargain and Sale Deed to Regional Transportation Commission of Washoe County, filed for record on October 8, 1999, as Document No. 2387943, records of said County of Washoe; thence along said East line South 00°59'15" West a distance of 188.75 feet to THE POINT OF BEGINNING; thence leaving said East line, North 88°44'53" East a distance of 207.28 feet; thence along a 40.19 foot radius curve to the right, through a central angle of 63°48'50", an arc distance of 44.76 feet, subtended by a chord of South 59°20'42" East a distance of 42.48 feet to the East line of said Section 36; thence along said East line, South 00°49'19" West a distance of 126.31 feet to the Northeast corner of that parcel of land described in a Deed of Reconveyance recorded December 11, 1992 in Book 3630 of Official Records, Page 8, Document No. 1629508, records of said County of Washoe, the POINT OF ENDING.

APN: 004-061-22

Document No. 3047767 is provided pursuant to the requirements of Section 6.NRS 111.312.



**EXHIBIT "A" Continued**  
**RTC PROPERTY CLEAR ACRE PROPERTIES**  
**LEGAL DESCRIPTIONS**

Parcel 3:

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 20 North, Range 19 East, M.D.B. & M. described as follows:

Commencing at the Northeast corner of said Section 36; thence Westerly along the North line of said Section 36, a distance of 244.00 feet to THE TRUE POINT OF BEGINNING; thence Westerly along said line a distance of 132.00 feet; thence South a distance of 192.39 feet; thence East a distance of 132.09 feet; thence North a distance of 188.75 feet to THE POINT OF BEGINNING.

Together with a right of way easement for a 20 foot roadway over and across the South 20 feet of the premises and a right of way easement over and across a roadway described in a Deed of Easement recorded January 25, 1978, as Document No. 584608, Official records. Said easements are also shown on the Record of Survey recorded December 19, 1978, as Document No. 578017, Survey map no. 1252.

EXCEPTING THEREFROM any portion taken by Final Order of Condemnation, recorded June 2, 2004, as Document No. 3047767, Official Records.

APN: 004-061-26

Document No. 3047767 is provided pursuant to the requirements of Section 6.NRS 111.312.

Parcel 4:

A portion of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 20 North, Range 20 East, M.D.B. & M. described as follows:

Beginning at the Northwest corner of Section 31, Township 20 North, Range 20 East, M.D.B. & M.; thence South 89°41'01" East 702.62 feet to the Westerly line of Clear Acre Lane; thence along said line South 52°03'39" West 533.04 feet; thence on a curve to the left, with a central angle of 11°05'23" and a radius of 2075 feet, an arc distance of 401.62 feet; and thence North 00°49'24" East 607.61 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion taken by Final Order of Condemnation, recorded January 5, 1999 in Book 5528, page 123, as Document No. 2293224, Official Records.

APN: 035-033-02

Document No. 2416431 is provided pursuant to the requirements of Section 6.NRS 111.312

[Above Legal Descriptions were referenced directly from that Preliminary Title Report produced by Ticor Title of Nevada Inc. as Order No. 02303279-TO on November 3rd, 2023.]

**EXHIBIT "A" Continued**  
**RTC PROPERTY CLEAR ACRE PROPERTIES**  
**LEGAL DESCRIPTIONS**

All that certain real property situate in the City of Reno, County of Washoe, State of Nevada, described as follows:

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

**PARCEL 5:**

All that portion of the Northwest ¼ of the Northeast ¼ of Section 36, Township 20 North, Range 19 East, M.D.B.&M., lying Northerly of the Northerly right-of way line of U.S. Highway 395, as conveyed to the State of Nevada by Deed Recorded December 21, 1966 under File No. 77516, Official Records.

**EXCEPTING THEREFROM**

All that certain real property conveyed by a Quitclaim Deed to the State of Nevada, acting by and through its Department of Transportation, recorded April 11, 2022 as Document No. 5293488, Official Records, and more particularly described as follows:

A portion of the Northwest-quarter of the Northeast-quarter of Section 36, T. 20 N., R. 19 E., M.D.M., being in the City of Reno, County of Washoe, State of Nevada, and further described as being a portion of that certain parcel of land described in a Final Order of Condemnation filed for record on December 28, 1999, as Document No. 2410169, records of said County of Washoe, and more particularly described by metes and bounds as follows, to wit:

COMMENCING at the North quarter-corner of Section 36, T. 20 N., R. 19 E., M.D.M., as said corner found to be a brass cap as shown on Record of Survey for Desert Research Institute, filed for record on July 9, 1981 as File No. 747512, Survey Map No. 1492, in the office of the County Recorder of said County of Washoe; thence along the West line of the Northeast-quarter of said Section 36, S. 00°55'28" W. a distance of 188.15 feet (57.348 meters) to an intersection with the right or northeasterly right-of-way line of US 395, the POINT OF BEGINNING, said point of beginning further described as being 220.66 feet (67.257 meters) right of and measured radially from Highway Engineer's Station "ASm" 2014+14.515 P.O.C.; thence continuing along said West line of the Northeast-quarter of said Section 36, S. 00°55'28" W. a distance of 85.48 feet (26.054 meters) to the former right or northeasterly right-of-way line of US-395, as conveyed to the State of Nevada by Deed, filed for record on December 21, 1966 in Book 226, Page 605, of Official Records, as Document No. 77516; thence along said former right or northeasterly right-of-way line, the following four (4) courses and distances:

- 1) S. 50°31'10" E. 258.31 feet (78.734 meters);
- 2) S. 61°27'40" E. 851.13 feet (259.425 meters);
- 3) S. 55°09'51" E. 200.06 feet (60.979 meters);
- 4) S. 49°56'41" E. 247.59 feet (75.467 meters)

To the East line of the Northwest-quarter of the Northeast-quarter of said Section 36;

**EXHIBIT "A" Continued**  
**RTC PROPERTY CLEAR ACRE PROPERTIES**  
**LEGAL DESCRIPTIONS**

Thence along said East line N. 00°52'23" E. a distance of 203.21 feet (61.938 meters) to said right or northeasterly right-of-way line of US-395; thence along said right or northeasterly right-of-way line the following six (6) courses and distances:

- 1) N. 55°38'29" W. 167.20 feet (50.964 meters)
- 2) N. 69°52'23" W. 600.02 feet (182.886 meters);
- 3) N. 56°35'47" W. 360.37 feet (109.840 meters);
- 4) from a tangent which bears the last described course, along a 4, 852.36 foot (1479.003-meter) radius curve to the right; through a central angle of 04°13'00", an arc distance of 357.10 feet (108.845 meters);
- 5) N. 37°37'13" E. 10.06 feet (3.066 meters);
- 6) N. 52°22'17" W. 19.96 feet (6.085 meters) to the point of beginning.

Document No. 5293488 is provided pursuant to the requirements of Section 6.NRS 111.312.

**PARCEL 6:**

Access easement, as set forth and contained in that Document entitled Grant of Public Access Easement, recorded November 21, 1995, in Book 4436, Page 811, as Document No. 1944037, Official Records.

**APN: 004-061-28**

[Above Legal Description was referenced directly from that First Amended Preliminary Title Report produced by Ticor Title of Nevada Inc. as Order No. 02303277-TO on October 25th, 2023.]

**EXHIBIT "B"**  
**TMWA WESTERN SKIES PROPERTY**  
**LEGAL DESCRIPTION**

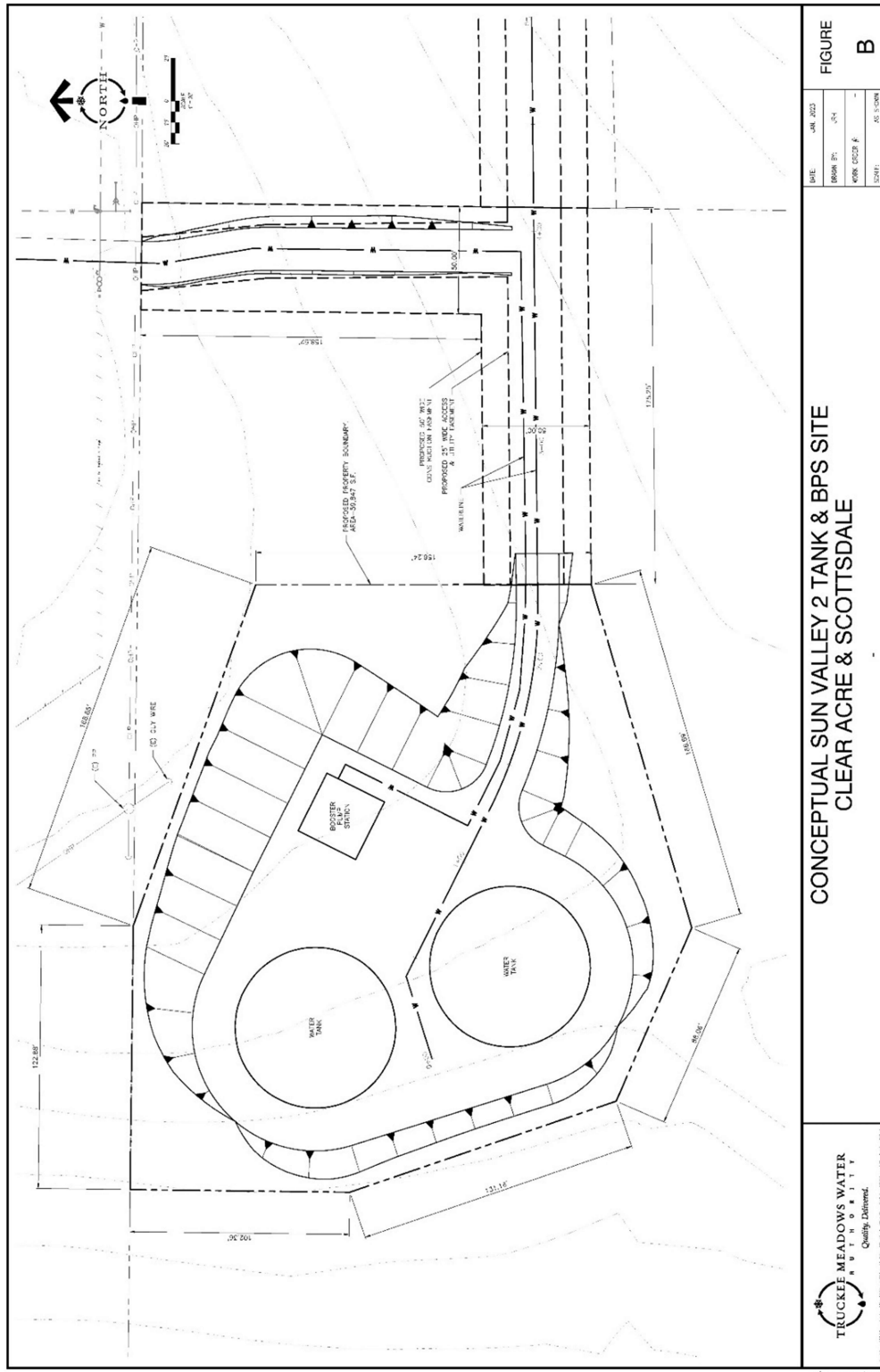
All that certain real property situate in the County of Washoe, State of Nevada, being all those portions of Section 27, Township 18 North, Range 20 East, M.D.B. &M, described as follows:

Commencing at the North quarter corner of said Section 27; thence South 0° 11' 49" West along the North-South centerline 1343.20 feet; thence South 89° 28' 27" West 2033.13 feet to the true point of beginning; thence South 62° 48' 17" West, 685.21 feet to the West line of said Section 27; thence along said West line South 0° 08' 43" East, 611.66 feet; thence South 56° 57' East, 119.11 feet; thence North 0° 08' 43" West, 559.34 feet; thence North 62° 48' 17" East, 574.55 feet; thence North 0° 31' 33" West, 167.86 feet to the True Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Washoe County, Nevada on December 31, 2014, as Document No. 4422992 of Official Records.

**APN: 140-051-23**

# EXHIBIT "C" TANK SITE PARCEL



**EXHIBIT "D"**  
**TANK SITE PARCEL DEED FORM**

A.P.N: 004-061-28 (A portion of)

After Recordation Return To  
And Mail Tax Statements To:

TRUCKEE MEADOWS WATER AUTHORITY,  
A Joint Powers Authority  
Attn: Heather Edmunson, SR/WA, Lands Administrator  
P.O. Box 30013  
Reno, Nevada 89502

*The undersigned affirms that this instrument does not  
contain the social security number of any person.*

**QUITCLAIM DEED**

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, a cooperative regional board created by the Washoe County Board of County Commissioners pursuant to N.R.S. Chapter 277A (hereinafter referred to as "Grantor"), for good and valuable consideration, does hereby remise, release, convey, and quitclaim to TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to NRS Chapter 277 (hereinafter referred to as "Grantee") its right, title and interest in the real property, together with all tenements, hereditaments and appurtenances, including easements, if any, thereto belonging or appertaining, and any reservations, remainders, rents, issues or profits thereof, described as follows:

See Exhibit "A" attached

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE    )

This Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_ as \_\_\_\_\_ of the Regional Transportation Commission  
of Washoe County, as therein named.

\_\_\_\_\_  
Notary Public

## EXHIBIT “A” TO QUITCLAIM DEED

All that certain real property situate in the City of Reno, County of Washoe, State of Nevada, as follows:

Parcel \_\_\_\_\_ of Parcel Map \_\_\_\_\_ for Truckee Meadows Water Authority and the Regional Transportation Commission of Washoe County, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on \_\_\_\_\_, 2024, under Filing No. \_\_\_\_\_, Official Records.

APN: \_\_\_\_\_



**EXHIBIT “E”**  
**ACCESS AND UTILITY FACILITIES EASEMENT DEED FORM**

**A.P.N: 004-061-20, 22, 26, 28 and 035-033-02**

After Recordation Return To:  
Truckee Meadows Water Authority  
Attn: Heather Edmunson, Lands Administrator  
P.O. Box 30013  
Reno, Nevada 89520-3013

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**GRANT OF EASEMENT FOR  
TANK ACCESS, UTILITY AND DRAINAGE FACILITIES**

This Grant of Easement is made on \_\_\_\_\_, 202\_\_, by and between the **REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY**, a cooperative regional board created by the Washoe County Board of County Commissioners pursuant to N.R.S. Chapter 277A (“Grantor”), and **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to NRS Chapter 277 (“Grantee”).

**RECITALS:**

- A. Grantor owns the real property located in the Washoe County, Nevada, more particularly described as set forth on Exhibit “A” attached hereto (the “Grantor Property”);
- B. Grantee operates a publicly owned municipal water system in Washoe County;
- C. Grantor desires to grant an exclusive easement to Grantee over a portion of the Grantor Property as a relocatable permanent and non-exclusive easement for tank access, water, and drainage facilities, for the purposes of and on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements. Grantor hereby grants to Grantee, its successors, assigns and agents, a relocatable permanent and exclusive easement intended for tank access, water and drainage facilities over, across, upon, under, and through those portions of the Grantor Property more fully described in Exhibits “B” and shown on Exhibits “B-1 thru B-5” attached hereto and made a part hereof (the “Easement Areas”) for the following purposes:

a. to construct, erect, alter, maintain, inspect, repair, reconstruct, and operate one or more water pipes, underground electric, water distribution, communication facilities and access road, together with fences, gates, conduits, pipes, pressure regulators, generators, valves, valve boxes, switches and pad-mount transformers, fixtures, pump-to-waste facilities, and other necessary or convenient utility facilities and appurtenances connected therewith, (collectively, "Utility Facilities") in the Easement Areas; and

b. to construct, erect, alter, maintain, inspect, repair, reconstruct, and operate one or more drainage facilities, including pipes, surface drainage channels and other related appurtenances (collectively, "Drainage Facilities"), to tie into any storm water discharge facilities on the Grantor Property, and to discharge waters from Grantee's water system facilities into, across, over and through the Easement Areas. Grantor, at its sole expense, shall obtain all governmental approvals to use such Drainage Facilities.

2. Access. Grantee shall at all times have ingress and egress to the Easement Areas via the Access Road (as defined below) for the purposes set forth above.

3. Access Road Improvements. Grantee shall install at least four-inch compacted type two gravel base, and/or paving from Clear Acre Lane to the water tank site (the "Access Road"). Grantee shall maintain the Access Road, as it deems appropriate for Grantee's purposes at its reasonable sole discretion, but makes no representations or warranties regarding the condition of the Access Road or its safety for access by others or for other uses. Grantor consents to Grantee installing a bar gate and signage on the Access Road advising users that it is a private road and trespassing is prohibited. Grantee reserves the right to construct, operate, repair and relocate a bar gate to a mutually agreed location for the purpose of restricting public access within the Easement Areas. Neither Grantor nor Grantee shall have any obligation to police, restrict, relocate, add impediments or otherwise make changes to the gate location through the Grantor Property. Grantee may undertake any such improvements deemed necessary by Grantee in its reasonable discretion, for access and operation of the Easement Areas. Snow removal shall not be the responsibility or obligation of the Grantor or Grantee. If the Grantor, or its successors, heirs or assigns, upgrade or make changes to the shared portion of the roadway by dedication to another agency, treating the surface, reshaping the surface, constructing drainage or retaining wall structures, causing any utility relocations, or other improvements or changes, it shall be done at no expense to Grantee, and Grantee shall not be required to maintain or repair the Access Road to its upgraded condition. If Grantor, or its successors, heirs or assigns, upgrades or makes changes to the shared portion of the roadway, Grantor shall indemnify, hold harmless, and defend Grantee against any claims, lawsuits, or other causes of action asserted against Grantee by anyone using the Access Road to access Grantor's Property.

4. Maintenance. Grantee shall maintain and repair the Easement Areas in a clean and safe condition for Grantee's purposes. Grantee will use caution during maintenance of the Utility and Drainage Facilities and maintain the Easement Areas for Grantee's purposes in a state of good repair and efficiency. Grantee shall not be responsible for the maintenance of storm drainage within the surrounding areas and shall be responsible only for damage directly attributed to the Easement Areas by tank overflow discharge. Grantor will repair damage caused to Grantee's Easement Areas that occur during or following storm events or due to Grantor's uses.

5. Hold Harmless. Subject to and without waiving the liability limitations in NRS Chapter 41, Grantee will at all times indemnify, save and hold harmless Grantor with respect to any and all losses, damages, costs, fees (including attorney's fees), claims, fines, penalties, actions, proceedings or liabilities whatsoever by reason of any injury or death to any person or any damage to the Grantor Property, the Easement Areas, or any property located thereon, to the extent caused by any act or omission of Grantee, its agents, employees, representatives, contractors, or subcontractors in using, constructing, erecting,

altering, maintaining, inspecting, repairing, reconstructing and operating of the Easement Areas.

6. No Interference. Neither Grantor nor its agents shall plant, erect or construct within the Easement Areas, any shrubs, trees, buildings, fences or structures, nor shall Grantor or its agents conduct any activity within the Easement Area which unreasonably interferes or endangers Grantee's use of the Easement Areas.

7. Removal of Obstructions. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from the Easement Areas, which in the reasonable judgment of Grantee may impair, interfere with or endanger Grantee's use of the Easement Areas or the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the tank access, water or drainage facilities.

8. Relocation of the Utility and Drainage Facilities. Grantor, or its successor-in-interest may, at any time, relocate the Utility and Drainage Facilities Easement Areas, including the Access Road and improvements, to a new location on the Grantor Property; provided, however, that Grantor must submit its relocation plan to Grantee for Grantee's review and approval, which shall not be unreasonably withheld, conditioned, or delayed. TMWA, in its sole discretion, may not approve the location change based on design standards, design constraints relating to hydraulic design criteria for the facility, or any other design restrictions that renders the new location not feasible for the water supply infrastructure. Any relocation must be suitable to Grantee for Grantee's intended purposes and Grantor must convey to Grantee an equivalent easement in the new location and pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocations of the Utility Facilities and Drainage Facilities, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

9. Grantor Warranties. Grantor warrants and represents to Grantee as follows:

a. Title to Grantor Property. Grantor owns fee title to Grantor Property and the Easement Areas and there are no prior encumbrances, liens, restrictions, covenants or, to Grantor's knowledge, conditions applicable to the Easement Areas which will frustrate or make impossible the purposes of the easements granted herein.

b. Authority. The person(s) signing this Easement on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor, to sell and convey the Easement Areas to Grantee, and to enter into and perform the obligations hereunder.

c. Defects. Grantor has no reasonable knowledge of any defects or conditions of the Easement Areas or Grantor's Property which would impair Grantee's ability to enjoy the use and purpose of this Easement.

d. Contracts or Leases. There are no leases, licenses, permits or other contracts with third parties which affect any portion of the Easement Areas.

e. Pending Litigation. Grantor is not aware of any pending or threatened litigation or regulatory actions regarding the Easement Areas and the Easement Areas are not subject to any foreclosure or deed in lieu of foreclosure.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

**GRANTOR:**

**REGIONAL TRANSPORTATION  
COMMISSION OF WASHOE COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_, of the **REGIONAL  
TRANSPORTATION COMMISSION OF WASHOE COUNTY**, as therein named.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**GRANTOR PROPERTY**  
**LEGAL DESCRIPTIONS**

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Parcel 1:

A portion of the North 1/2 of the Northeast 1/4 of Section 36, Township 20 North, Range 19 East, M.D.B. & M. described as follows:

Commencing at the Northeast corner of Section 36, Township 20 North, Range 19 East M.D.B. & M., as said corner found to be a brass cap as shown on the Record of Survey File No. 848926; thence along the North line of said Section 36, North 89°30'38" West 376.02 feet to the Northeast corner of said Parcel and the POINT OF BEGINNING; thence leaving said North line along the West line of that parcel of land described in a Grant Deed filed for record on July 28, 1998 in Book 5326 of Official Records, Page 14, Document No. 2235831 records of said County of Washoe South 00°49'14" West 192.39 feet; thence leaving said West line South 88°44'53" West 938.10 feet to the West line of said Northeast 1/4 of the Northeast 1/4 of Section 36; thence along said West line North 00°52'23" East 220.90 feet to said Northline of Section 36; thence along said North line South 89°30'38" East 937.30 feet to the POINT OF BEGINNING.

APN: 004-061-20

Document No. 3047767 is provided pursuant to the requirements of Section 6.NRS 111.312.

Parcel 2:

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 20 North, Range 19 East, M.D.B. & M., being in the City of Reno, County of Washoe, State of Nevada, and further described as being a portion of that parcel of land described in a Grant, Bargain and Sale Deed filed for record on August 17, 1999, as Document No. 2371630, Official records of Washoe County, described as follows:

Beginning at the Northeast corner of said Section 36, Township 20 North, Range 19 East, M.D.B. & M., as said corner found to be brass cap as shown on Record of Survey for Michael Maskali, as File No. 848926, filed for record on April 14, 1983, as Survey Map No. 1580, in the office of the County Recorder of said County of Washoe; thence along the North line of said Section 36, North 89°30'38" West a distance of 244.01 feet to the East line of Parcel 1, described in a Grant, Bargain and Sale Deed to Regional Transportation Commission of Washoe County, filed for record on October 8, 1999, as Document No. 2387943, records of said County of Washoe; thence along said East line, South 00°49'15" West a distance of 188.75 feet; thence leaving said East line, North 88°44'53" East a distance of 207.28 feet; thence along a 40.19 foot radius curve to the right, through a central angle of 63°48'50", an arc distance of 44.76 feet, subtended by a chord of South 59°20'42" East a distance of 42.48 feet to the East line of said Section 36; thence along said East line, North 00°49'19" East a distance of 203.80 feet to THE POINT OF BEGINNING.

Together with the access rights, including the abutter's rights in and to Sutro Street and Sr-443 (Clear Acre Lane) along the following described line:

Commencing at the Northeast corner of Section 36, Township 20 North, Range 19 East, M.D.B. & M., as said corner found to be a brass cap as shown on Record of Survey for Michael Maskali, as File No. 848926, filed for record on April 14, 1983, as Survey Map No. 1580, in the office of the County Recorder of said County of Washoe; thence along the North line of said Section 36, North 89°30'38" West a distance of 244.01 feet to the East line of Parcel 1, described in a Grant, Bargain and Sale Deed to Regional Transportation Commission of Washoe County, filed for record on October 8, 1999, as Document No. 2387943, records of said County of Washoe; thence along said East line South 00°59'15" West a distance of 188.75 feet to THE POINT OF BEGINNING; thence leaving said East line, North 88°44'53" East a distance of 207.28 feet; thence along a 40.19 foot radius curve to the right, through a central angle of 63°48'50", an arc distance of 44.76 feet, subtended by a chord of South 59°20'42" East a distance of 42.48 feet to the East line of said Section 36; thence along said East line, South 00°49'19" West a distance of 126.31 feet to the Northeast corner of that parcel of land described in a Deed of Reconveyance recorded December 11, 1992 in Book 3630 of Official Records, Page 8, Document No. 1629508, records of said County of Washoe, the POINT OF ENDING.

APN: 004-061-22

**EXHIBIT "A" Continued  
GRANTOR PROPERTY  
LEGAL DESCRIPTIONS**

Parcel 3:

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 20 North, Range 19 East, M.D.B. & M. described as follows:

Commencing at the Northeast corner of said Section 36; thence Westerly along the North line of said Section 36, a distance of 244.00 feet to THE TRUE POINT OF BEGINNING; thence Westerly along said line a distance of 132.00 feet; thence South a distance of 192.39 feet; thence East a distance of 132.09 feet; thence North a distance of 188.75 feet to THE POINT OF BEGINNING.

Together with a right of way easement for a 20 foot roadway over and across the South 20 feet of the premises and a right of way easement over and across a roadway described in a Deed of Easement recorded January 25, 1978, as Document No. 584608, Official records. Said easements are also shown on the Record of Survey recorded December 19, 1978, as Document No. 578017, Survey map no. 1252.

EXCEPTING THEREFROM any portion taken by Final Order of Condemnation, recorded June 2, 2004, as Document No. 3047767, Official Records.

APN: 004-061-26

Document No. 3047767 is provided pursuant to the requirements of Section 6.NRS 111.312.

Parcel 4:

A portion of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 20 North, Range 20 East, M.D.B. & M. described as follows:

Beginning at the Northwest corner of Section 31, Township 20 North, Range 20 East, M.D.B. & M.; thence South 89°41'01" East 702.62 feet to the Westerly line of Clear Acre Lane; thence along said line South 52°03'39" West 533.04 feet; thence on a curve to the left, with a central angle of 11°05'23" and a radius of 2075 feet, an arc distance of 401.62 feet; and thence North 00°49'24" East 607.61 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion taken by Final Order of Condemnation, recorded January 5, 1999 in Book 5528, page 123, as Document No. 2293224, Official Records.

APN: 035-033-02

Document No. 2416431 is provided pursuant to the requirements of Section 6.NRS 111.312

[Above Legal Descriptions were referenced directly from that Preliminary Title Report produced by Ticor Title of Nevada Inc. as Order No. 02303279-TO on November 3rd, 2023.]

**EXHIBIT "A" Continued  
GRANTOR PROPERTY  
LEGAL DESCRIPTIONS**

All that certain real property situate in the City of Reno, County of Washoe, State of Nevada, described as follows:

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

**PARCEL 5:**

All that portion of the Northwest ¼ of the Northeast ¼ of Section 36, Township 20 North, Range 19 East, M.D.B.&M., lying Northerly of the Northerly right-of way line of U.S. Highway 395, as conveyed to the State of Nevada by Deed Recorded December 21, 1966 under File No. 77516, Official Records.

**EXCEPTING THEREFROM**

All that certain real property conveyed by a Quitclaim Deed to the State of Nevada, acting by and through its Department of Transportation, recorded April 11, 2022 as Document No. 5293488, Official Records, and more particularly described as follows:

A portion of the Northwest-quarter of the Northeast-quarter of Section 36, T. 20 N., R. 19 E., M.D.M., being in the City of Reno, County of Washoe, State of Nevada, and further described as being a portion of that certain parcel of land described in a Final Order of Condemnation filed for record on December 28, 1999, as Document No. 2410169, records of said County of Washoe, and more particularly described by metes and bounds as follows, to wit:

COMMENCING at the North quarter-corner of Section 36, T. 20 N., R. 19 E., M.D.M., as said corner found to be a brass cap as shown on Record of Survey for Desert Research Institute, filed for record on July 9, 1981 as File No. 747512, Survey Map No. 1492, in the office of the County Recorder of said County of Washoe; thence along the West line of the Northeast-quarter of said Section 36, S. 00°55'28" W. a distance of 188.15 feet (57.348 meters) to an intersection with the right or northeasterly right-of-way line of US 395, the POINT OF BEGINNING, said point of beginning further described as being 220.66 feet (67.257 meters) right of and measured radially from Highway Engineer's Station "ASm" 2014+14.515 P.O.C.; thence continuing along said West line of the Northeast-quarter of said Section 36, S. 00°55'28" W. a distance of 85.48 feet (26.054 meters) to the former right or northeasterly right-of-way line of US-395, as conveyed to the State of Nevada by Deed, filed for record on December 21, 1966 in Book 226, Page 605, of Official Records, as Document No. 77516; thence along said former right or northeasterly right-of-way line, the following four (4) courses and distances:

- 1) S. 50°31'10" E. 258.31 feet (78.734 meters);
- 2) S. 61°27'40" E. 851.13 feet (259.425 meters);
- 3) S. 55°09'51" E. 200.06 feet (60.979 meters);
- 4) S. 49°56'41" E. 247.59 feet (75.467 meters)

To the East line of the Northwest-quarter of the Northeast-quarter of said Section 36;

**EXHIBIT "A" Continued**  
**GRANTOR PROPERTY**  
**LEGAL DESCRIPTIONS**

Thence along said East line N. 00°52'23" E. a distance of 203.21 feet (61.938 meters) to said right or northeasterly right-of-way line of US-395; thence along said right or northeasterly right-of-way line the following six (6) courses and distances:

- 1) N. 55°38'29" W. 167.20 feet (50.964 meters)
- 2) N. 69°52'23" W. 600.02 feet (182.886 meters);
- 3) N. 56°35'47" W. 360.37 feet (109.840 meters);
- 4) from a tangent which bears the last described course, along a 4, 852.36 foot (1479.003-meter) radius curve to the right; through a central angle of 04°13'00", an arc distance of 357.10 feet (108.845 meters);
- 5) N. 37°37'13" E. 10.06 feet (3.066 meters);
- 6) N. 52°22'17" W. 19.96 feet (6.085 meters) to the point of beginning.

Document No. 5293488 is provided pursuant to the requirements of Section 6.NRS 111.312.

**PARCEL 6:**

Access easement, as set forth and contained in that Document entitled Grant of Public Access Easement, recorded November 21, 1995, in Book 4436, Page 811, as Document No. 1944037, Official Records.

**APN: 004-061-28**

[Above Legal Description was referenced directly from that First Amended Preliminary Title Report produced by Ticor Title of Nevada Inc. as Order No. 02303277-TO on October 25th, 2023.]



**EXHIBIT B:**  
**TANK ACCESS, UTILITY & DRAINAGE FACILITIES EASEMENT**

All that certain water facilities easement situate within a portion of the Northeast One-Quarter (NE 1/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Nineteen (19) East, and within a portion of the Northwest One-Quarter (NW 1/4) of Section Thirty-One (31), Township Twenty (20) North, Range Twenty (20) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, being portions of land as described in Final Order of Condemnation Document No. 2410169, recorded on December 28, 1999, Final Order of Condemnation Document No. 3047767, recorded on June 2, 2004, Grant, Bargain and Sale Deed Document No. 2416432, record January 21, 2000, and a portion of land as shown on Record of Survey Map No. 1580, recorded on April 14, 1983, as File No. 848926, all filed in the Official Records of Washoe County, Nevada, being 25 feet wide and lying 12.5 feet on each side of the following described centerlines:

**EASEMENT AREA 1:**

COMMENCING at the Northeast corner of said Section Thirty-Six (36), being marked by a found 1 1/2" Nevada Highway Department brass cap set in concrete;

THENCE departing said corner and along the North line of said Northeast One-Quarter of said Section Thirty-Six (36), North 89°29'50" West a distance of 1313.34 feet to the Northeast corner of the parcel described is said Document No. 2410169;

THENCE departing said North line and along the East line of said parcel, South 00°53'02" West a distance of 187.28 feet to the POINT OF BEGINNING, also hereinafter referred to as POINT A;

THENCE departing said East line and along said easement centerline, South 89°24'08" West a distance of 22.32 feet to a point hereinafter referred to as POINT B;

THENCE continuing along said easement centerline, South 89°24'08" West a distance of 155.14 feet to the POINT OF TERMINUS hereinafter referred to as POINT OF TERMINUS 1;

The sidelines of said easement shall be prolonged or shortened as to begin at the East line of said parcel, and to terminate at a line that bears North 00°01'48" West running through said POINT OF TERMINUS 1, also being the East line of a proposed TMWA water tank parcel.

ALSO BEGINNING at aforesaid POINT B;

THENCE along said easement centerline the following three (3) courses and distances:

1. North 00°37'28" East a distance of 131.35 feet;
2. North 09°30'28" West a distance of 42.16 feet;
3. North 06°29'35" West a distance of 14.95 feet to the POINT OF TERMINUS;

The sidelines of said easement shall be prolonged or shortened as to begin on the North line of the above described easement, and shall prolonged or shortened as to terminate on the North line of said parcel.

Containing a total of 8,836 square feet of land, more or less.

*See Exhibit "B-1", plat to accompany description, attached hereto and made a part hereof.*

**EXHIBIT B Continued:**  
**TANK ACCESS, UTILITY & DRAINAGE FACILITIES EASEMENT**

**EASEMENT AREA 2:**

BEGINNING at aforesaid POINT A, being on the West line Parcel 1 of said Document No. 3047767, from which the Northwest corner of said Parcel 1 bears North 00°53'02" East a distance of 187.28 feet;  
THENCE departing said West line and along said easement centerline, North 89°24'08" East a distance of 626.07 feet;

THENCE continuing along said easement centerline, North 89°33'43" East a distance of 311.55 feet to a point hereinafter referred to as POINT C, also being the POINT OF TERMINUS for Easement Area 2;

The sidelines of said easement shall be prolonged or shortened as to begin and terminate on the West line and East line of said Parcel 1.

Containing 23,441 square feet of land, more or less.

*See Exhibit "B-2", plat to accompany description, attached hereto and made a part hereof.*

**EASEMENT AREA 3:**

BEGINNING at aforesaid POINT C, being on the West line of the parcel shown on said Record of Survey Map No. 1580, from which the Northwest corner of said parcel bears North 00°50'55" East a distance of 170.14 feet;

THENCE departing said West line and along said easement centerline, North 89°33'43" East a distance of 74.98 feet;

THENCE continuing along said easement centerline, North 86°47'25" East a distance of 57.18 feet to a point hereinafter referred to as POINT D, also being the POINT OF TERMINUS for Easement Area 3;

The sidelines of said easement shall be prolonged or shortened as to begin and terminate on the West line and East line of said parcel.

Containing 3,304 square feet of land, more or less.

*See Exhibit "B-3", plat to accompany description, attached hereto and made a part hereof.*

**EASEMENT AREA 4:**

BEGINNING at aforesaid POINT D, being on the West line of the Parcel 004-061-01 ROW described in said Document No. 3047767, from which the Northwest corner of said parcel bears North 00°50'53" East a distance of 165.20 feet;

THENCE departing said West line and along said easement centerline, North 86°47'25" East a distance of 144.55 feet;

THENCE continuing along said easement centerline, South 89°53'08" East a distance of 99.96 feet to a point hereinafter referred to as POINT E, also being the POINT OF TERMINUS for Easement Area 4;

The sidelines of said easement shall be prolonged or shortened as to begin and terminate on the West line and East line of said Parcel.

Containing 6,113 square feet of land, more or less.

*See Exhibit "B-4", plat to accompany description, attached hereto and made a part hereof.*

**EXHIBIT B Continued:**  
**TANK ACCESS, UTILITY & DRAINAGE FACILITIES EASEMENT**

**EASEMENT AREA 5:**

BEGINNING at aforesaid POINT E, being on the West line of the parcel described in said Document No. 2416432, from which the Northwest corner of said Section Thirty-One (31), being marked by a found 1 ½" Nevada Highway Department brass cap set in concrete, bears North 00°49'24" East a distance of 155.17 feet;

THENCE departing said West line and along said easement centerline, South 89°53'08" East a distance of 162.53 feet;

THENCE continuing along said easement centerline, South 89°47'01" East a distance of 330.89 feet to the Northwesterly right-of-way of Clear Acre Lane per the Final Order of Condemnation Document No. 2293224, recorded on January 5, 1999, filed in said Official Records, also being the POINT OF TERMINUS for Easement Area 5;

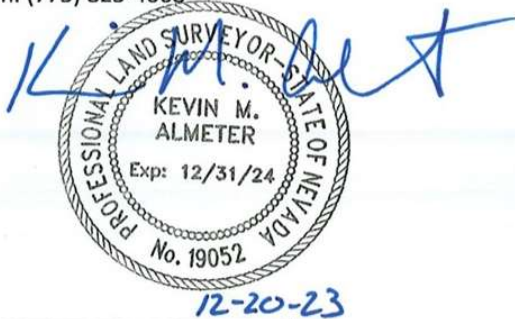
The sidelines of said easement shall be prolonged or shortened as to begin and terminate on the West line of said parcel and said Northwesterly right-of-way.

Containing 12,336 square feet of land, more or less.

*See Exhibit "B-5", plat to accompany description, attached hereto and made a part hereof.*

The Basis of Bearings for this legal description is based on the Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Network (NAD 83/94 HARN) as determined by using Real Time Kinematic (RTK) GPS observations from the Nevada GPS Network. The South line of the Southeast One-Quarter of said Section Twenty-Five taken as North 89°29'50" West.

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502  
Ph. (775) 823-4068



Kevin M. Almeter, P.L.S.  
Nevada Certificate No. 19052

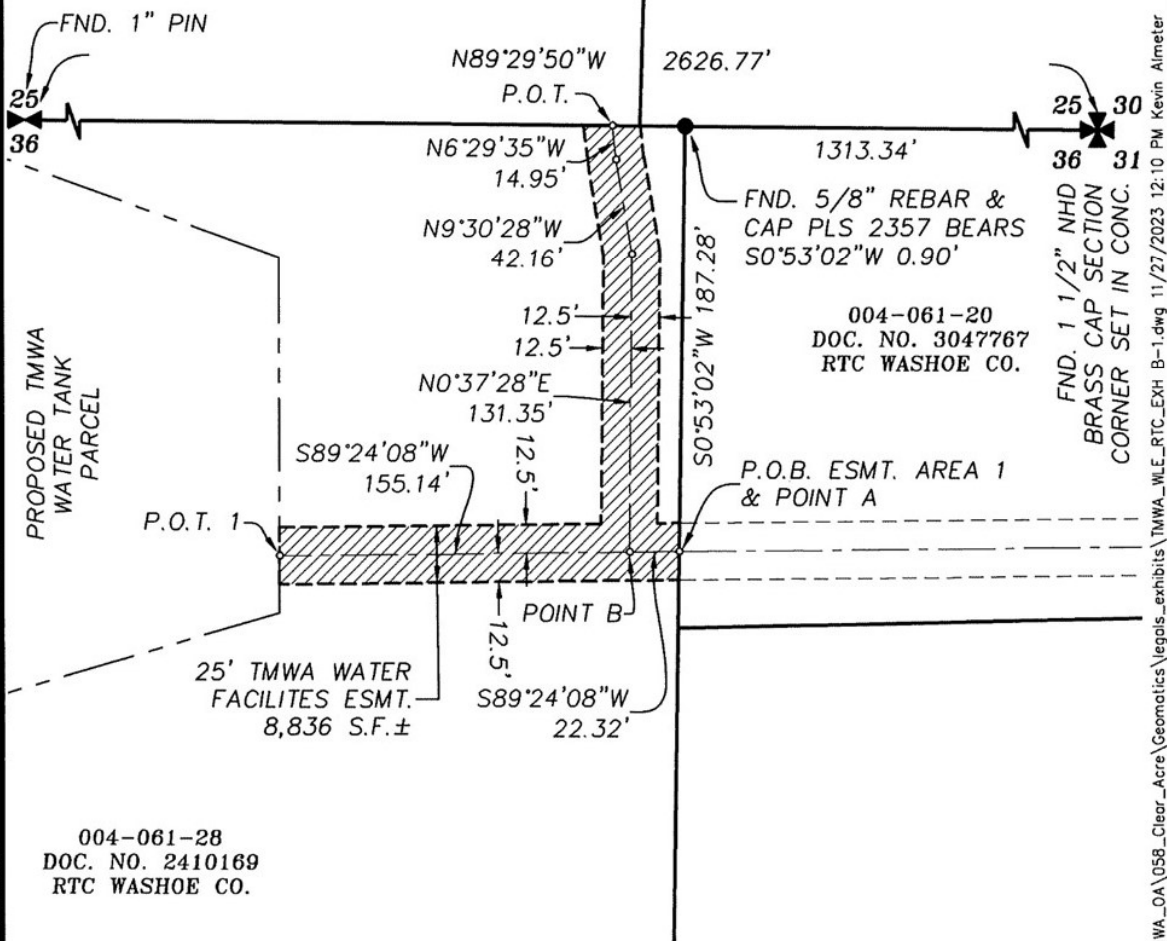
**EXHIBIT B-1**  
PLAT TO ACCOMPANY

TMWA WATER FACILITIES EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA



035-012-01  
UNIV. & COMM.  
COLLEGE SYSTEM  
OF NEVADA

035-383-00  
COMMON AREA  
T.M. NO. 2061  
OWNERS OF PANORAMA VILLAGE



004-061-28  
DOC. NO. 2410169  
RTC WASHOE CO.

JOB NO. 8040058  
SHEET 1 OF 1



**WOOD RODGERS**

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

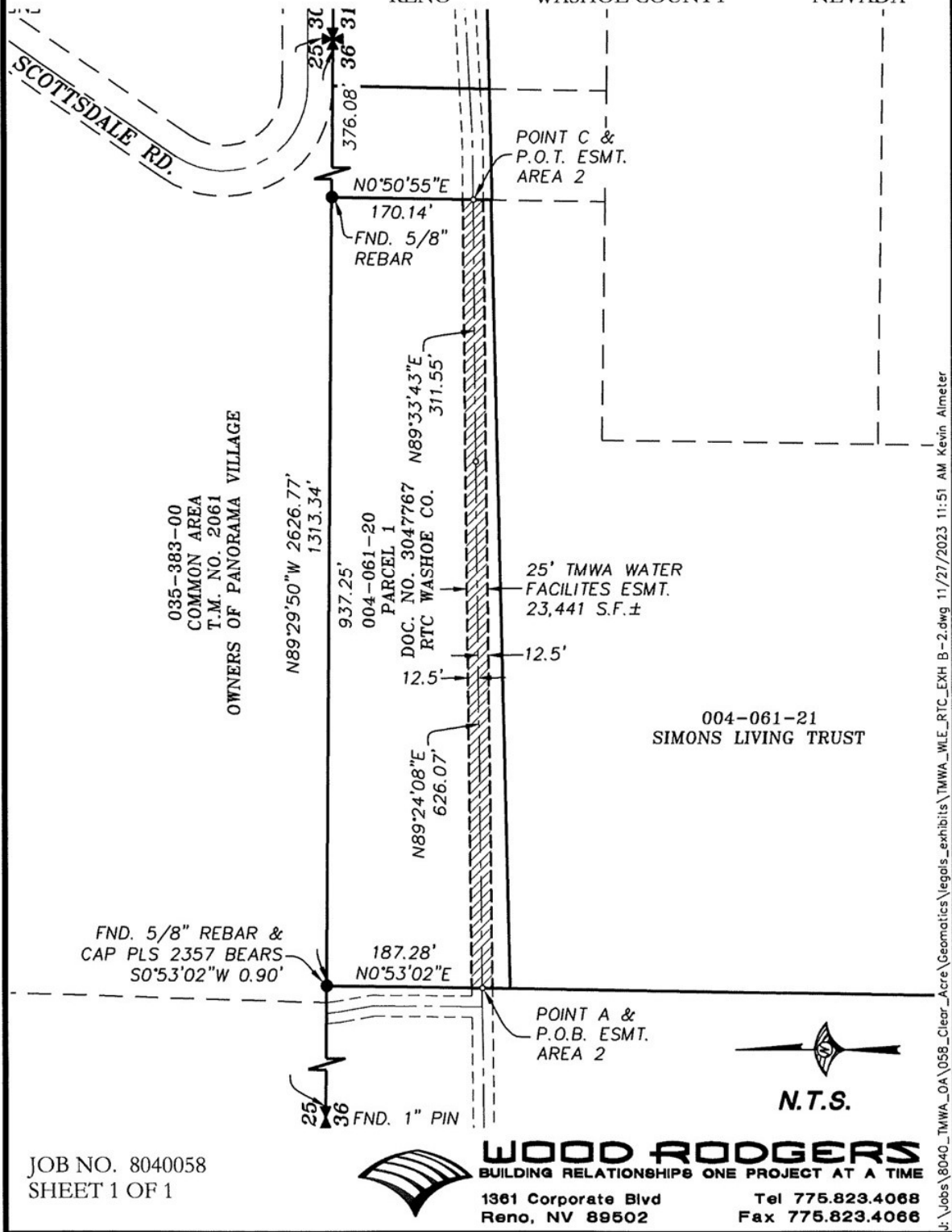
1361 Corporate Blvd  
Reno, NV 89502

Tel 775.823.4068  
Fax 775.823.4066

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**EXHIBIT B-2**  
PLAT TO ACCOMPANY

TMWA WATER FACILITIES EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA



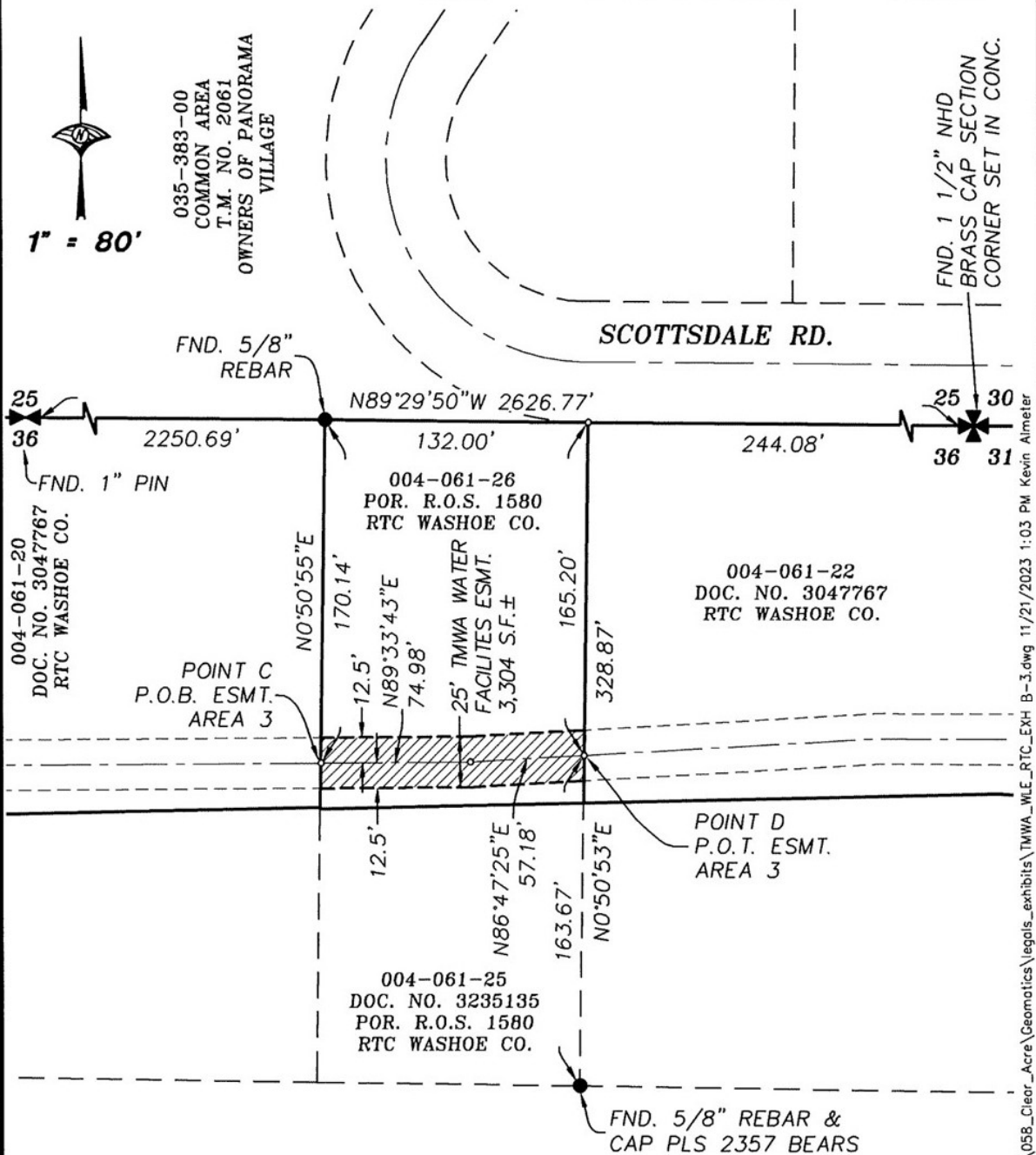
# EXHIBIT B-3

PLAT TO ACCOMPANY

TMWA WATER FACILITIES EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA



035-383-00  
COMMON AREA  
T.M. NO. 2061  
OWNERS OF PANORAMA  
VILLAGE



JOB NO. 8040058  
SHEET 1 OF 1



**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

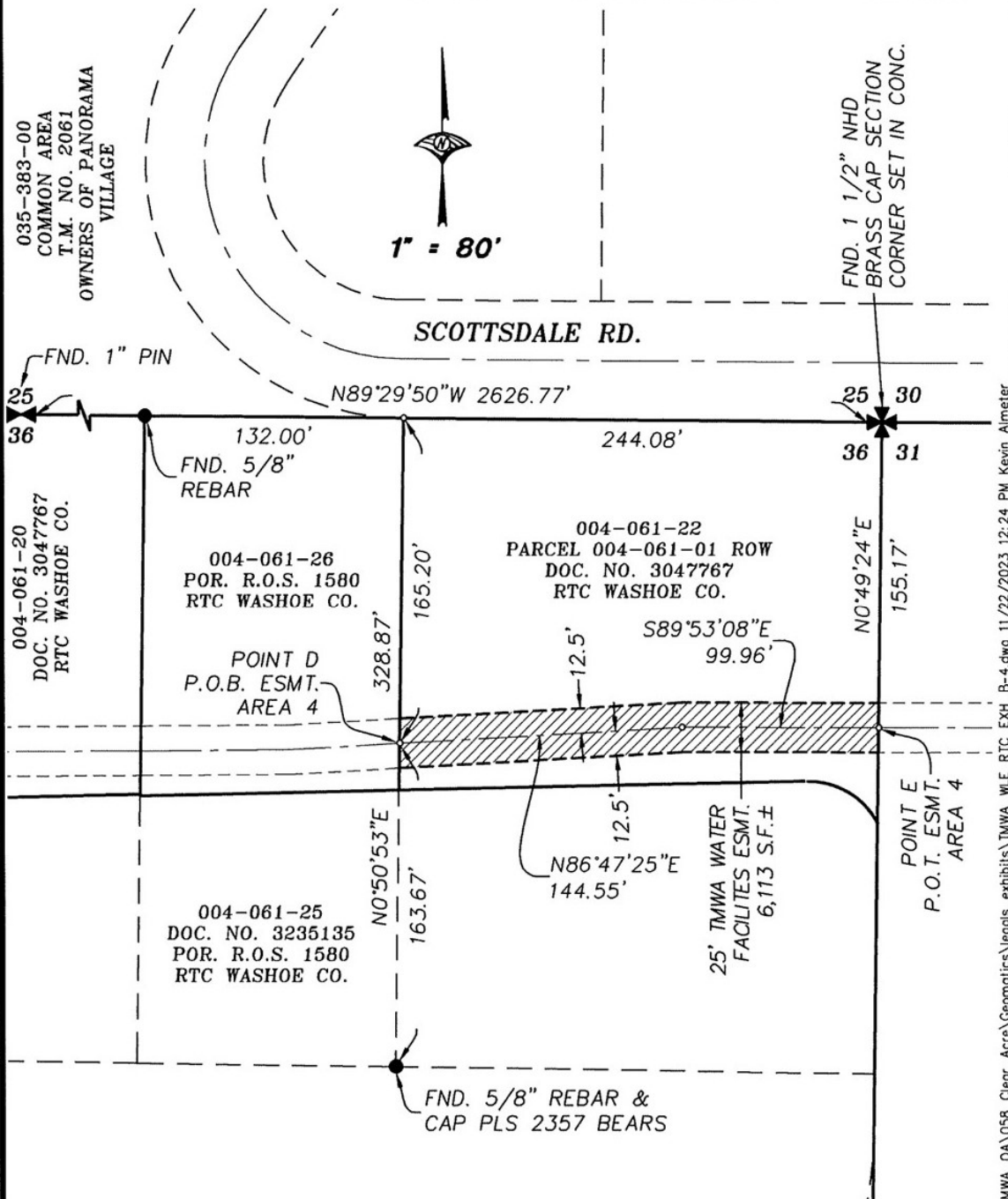
1361 Corporate Blvd  
Reno, NV 89502

Tel 775.823.4068  
Fax 775.823.4068

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**EXHIBIT B-4**  
PLAT TO ACCOMPANY

TMWA WATER FACILITIES EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA



JOB NO. 8040058  
SHEET 1 OF 1



**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
1361 Corporate Blvd  
Reno, NV 89502  
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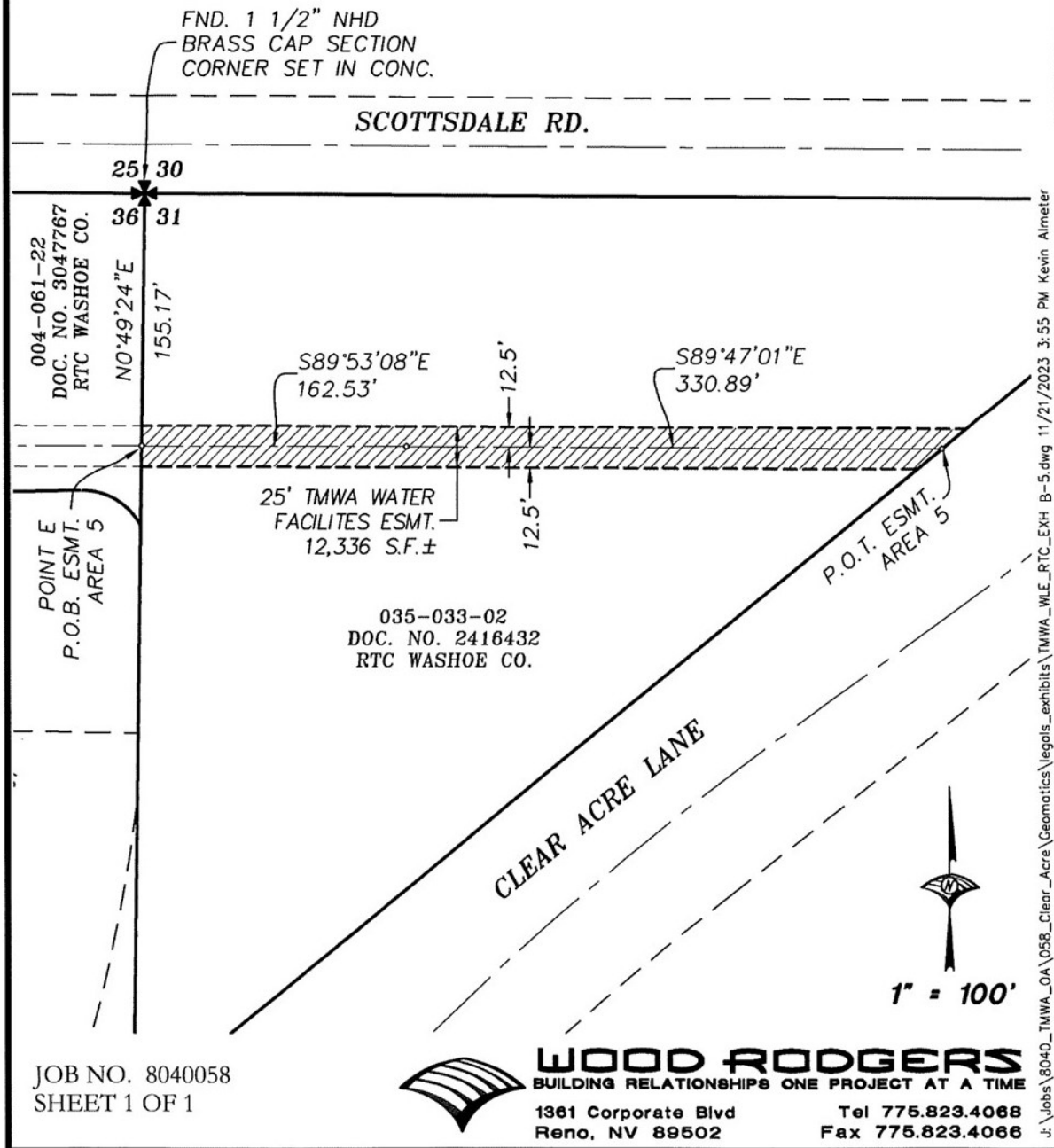
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# EXHIBIT B-5

PLAT TO ACCOMPANY

TMWA WATER FACILITIES EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA





**EXHIBIT “F”**  
“Temporary Construction Easement Deed” Form

A.P.N: 004-061-20, 22, & 26 and 035-033-02

After Recordation Return To

Truckee Meadows Water Authority  
Attn: Heather Edmunson, SR/WA, Lands Administrator  
P.O. Box 30013  
Reno, Nevada 89520-3013

**GRANT OF TEMPORARY ACCESS AND CONSTRUCTION EASEMENT**

This Grant of Temporary Access and Construction Easement is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), **REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY**, a cooperative regional board created by the Washoe County Board of County Commissioners pursuant to N.R.S. Chapter 277A (“Grantor”), for the benefit of **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity, created pursuant to a cooperative agreement among the Cities of Reno, Nevada, Sparks, Nevada and, Washoe County, Nevada, pursuant to NRS CHAPTER 277, a Joint Powers Authority (“Grantee”).

RECITALS

- A. Grantor owns that certain real property located in Washoe County, Nevada and particularly described in Exhibit “A” and depicted in Exhibits “A-1” to “A-5” (the “Property”).
- B. Grantee owns and operates a municipal water system in Washoe County.
- C. Grantee seeks a temporary access and construction easement to use the Property for construction purposes related to constructing a water tank and associated facilities. Grantor desires to provide Grantee with a temporary easement for access and construction for the water tank and related facilities construction.

NOW, THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

- 1. Grant of Easement. Grantor hereby grants to Grantee, and its employees, contractors, agents, and licensees a temporary and exclusive easement to access and use the Property for construction purposes related to the water tank (the “Easement”).
- 2. Term and Termination. The term of the Easement shall commence as of the recording date and continue for two years thereafter.
- 3. Indemnification. Subject to and without waiving the limitations in NRS Chapter 41, Grantee shall indemnify and hold Grantor and its successors and assigns harmless from any claim, action, liability, loss, damage, or suit asserted by or against Grantor arising from Grantee’s, or its employees’, contractors’, agents’, or licensees’, use of the Property under the Easement.

4. Covenant Running with the Land. The Easement shall benefit Grantee in gross and shall run with and be binding on Grantor and their successors and assigns and all rights herein granted may be assigned.

IN WITNESS WHEREOF, Grantor has executed this Easement as of the Effective Date.

**GRANTOR:**

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEVADA \_\_\_\_\_)  
\_\_\_\_\_) ss.  
COUNTY OF WASHOE \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_, of the Regional Transportation Commission, as therein named.

\_\_\_\_\_  
Notary Public

**EXHIBIT A:**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTIONS**

All that certain temporary construction easement situate within a portion of the Northeast One-Quarter (NE 1/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Nineteen (19) East, and within a portion of the Northwest One-Quarter (NW 1/4) of Section Thirty-One (31), Township Twenty (20) North, Range Twenty (20) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, being portions of land as described in Final Order of Condemnation Document No. 2410169, recorded on December 28, 1999, Final Order of Condemnation Document No. 3047767, recorded on June 2, 2004, Grant, Bargain and Sale Deed Document No. 2416432, record January 21, 2000, and a portion of land as shown on Record of Survey Map No. 1580, recorded on April 14, 1983, as File No. 848926, all filed in the Official Records of Washoe County, Nevada, and being more particularly described as follows:

**EASEMENT AREA 1:**

BEGINNING at the Northeast corner of the parcel described in said Document No. 2410169, from which the Northeast corner of said Section Thirty-Six (36), being marked by a found 1 ½" Nevada Highway Department brass cap set in concrete bears South 89°29'50" East a distance of 1313.34;

THENCE departing said Northeast corner and along the East line of said parcel, South 00°53'02" West a distance of 212.29 feet;

THENCE departing said East line, South 89°24'08" West a distance of 177.07 feet to the Easterly line of a proposed TMWA water tank parcel;

THENCE along the Easterly line of said proposed parcel, North 00°01'48" West a distance of 50.00 feet;

THENCE departing said Easterly line of said proposed parcel, North 89°24'08" East a distance of 127.85 feet;

THENCE North 00°53'02" East a distance of 163.23 feet to the North line of said Northeast One-Quarter;

THENCE along said North line, South 89°29'50" East a distance of 50.00 feet to the POINT OF BEGINNING;

Containing a total of 17,011 square feet of land, more or less.

*See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.*

**EASEMENT AREA 2:**

COMMENCING at the Northwest corner of Parcel 1 described in said Document No. 3047767, from which the Northeast corner of said Section Thirty-Six (36), being marked by a found 1 ½" Nevada Highway Department brass cap set in concrete bears South 89°29'50" East a distance of 1313.34 feet;

THENCE departing said Northwest corner and along the West line of said Parcel 1, South 00°53'02" West a distance of 162.27 feet to the POINT OF BEGINNING;

THENCE departing said West line, North 89°24'08" East a distance of 625.46 feet;

THENCE North 89°33'43" East a distance of 312.15 feet to the East line of said Parcel 1;

THENCE along said East line, South 00°50'55" West a distance of 46.98 feet;

THENCE departing said East line, South 88°44'53" West a distance of 213.12 feet;

THENCE South 89°33'43" West a distance of 97.93 feet;

THENCE South 89°24'08" West a distance of 626.69 feet to said West line;

THENCE along said West line, North 00°53'02" East a distance of 50.02 feet to the POINT OF BEGINNING;

Containing 46,559 square feet of land, more or less.

*See Exhibit "A-2", plat to accompany description, attached hereto and made a part hereof.*

**EXHIBIT A Continued:**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTIONS**

**EASEMENT AREA 3:**

COMMENCING at the Northwest corner of the parcel shown on parcel shown on said Record of Survey Map No. 1580, from which the Northeast corner of said Section Thirty-Six (36), being marked by a found 1 ½" Nevada Highway Department brass cap set in concrete bears South 89°29'50" East a distance of 376.08 feet;  
THENCE along the West line of said parcel, South 00°50'55" West a distance of 145.13 feet to the POINT OF BEGINNING;  
THENCE departing said West line, North 89°33'43" East a distance of 73.82 feet;  
THENCE North 86°47'25" East a distance of 58.35 feet to the East line of said parcel;  
THENCE along said East line, South 00°50'53" West a distance of 48.67 feet;  
THENCE departing said East line South 88°44'53" West a distance of 132.09 feet to said West line;  
THENCE along said West line North 00°50'55" East a distance of 47.73 feet to the POINT OF BEGINNING;

Containing 6,258 square feet of land, more or less.

*See Exhibit "A-3", plat to accompany description, attached hereto and made a part hereof.*

**EASEMENT AREA 4:**

COMMENCING at the Northwest corner of Parcel 004-061-01 ROW described in said Document No. 3047767, from which the Northeast corner of said Section Thirty-Six (36), being marked by a found 1 ½" Nevada Highway Department brass cap set in concrete bears South 89°29'50" East a distance of 244.08 feet;  
THENCE along the West line of said Parcel, South 00°50'53" West a distance of 140.14 feet to the POINT OF BEGINNING;  
THENCE departing said West line, North 86°47'25" East a distance of 143.50 feet;  
THENCE South 89°53'08" East a distance of 101.00 feet to the East line of said Parcel;  
THENCE along said East line, South 00°49'24" West a distance of 50.00 feet;  
THENCE departing said East line, North 89°53'08" West a distance of 98.93 feet;  
THENCE South 86°47'25" West a distance of 103.10 feet to the South Line of said Parcel;  
THENCE along said South line, South 88°44'53" West a distance of 42.42 feet to said West line;  
THENCE along said West line, North 00°50'53" East a distance of 48.67 feet to the POINT OF BEGINNING;

Containing 12,195 square feet of land, more or less.

*See Exhibit "A-4", plat to accompany description, attached hereto and made a part hereof.*

**EASEMENT AREA 5:**

BEGINNING on the West line of the parcel described in said Document No. 2416432, from which the Northwest corner of said Section Thirty-One (31), being marked by a found 1 ½" Nevada Highway Department brass cap set in concrete bears North 00°49'24" East a distance of 130.16 feet;  
THENCE departing said West line, South 89°53'08" East a distance of 162.25 feet;  
THENCE South 89°47'01" East a distance of 361.43 feet to the Northwesterly right-of-way of Clear Acre Lane per the Final Order of Condemnation Document No. 2293224, recorded on January 5, 1999, filed in said Official Records;  
THENCE along said Northwesterly right-of-way, South 50°53'30" West a distance of 78.90 feet;  
THENCE departing said Northwesterly right-of-way, North 89°47'01" West a distance of 300.35 feet;  
THENCE North 89°53'08" West a distance of 162.82 feet to said West line;

**EXHIBIT A Continued:**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTIONS**

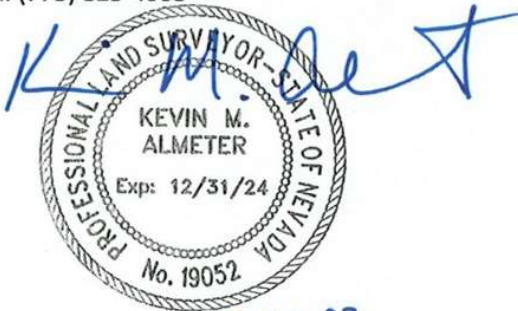
THENCE along said West line, North 00°49'24" East a distance of 50.00 feet to the POINT OF BEGINNING;

Containing 24,671 square feet of land, more or less.

*See Exhibit "A-5", plat to accompany description, attached hereto and made a part hereof.*

The Basis of Bearings for this legal description is based on the Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Network (NAD 83/94 HARN) as determined by using Real Time Kinematic (RTK) GPS observations from the Nevada GPS Network. The South line of the Southeast One-Quarter of said Section Twenty-Five taken as North 89°29'50" West.

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502  
Ph. (775) 823-4068



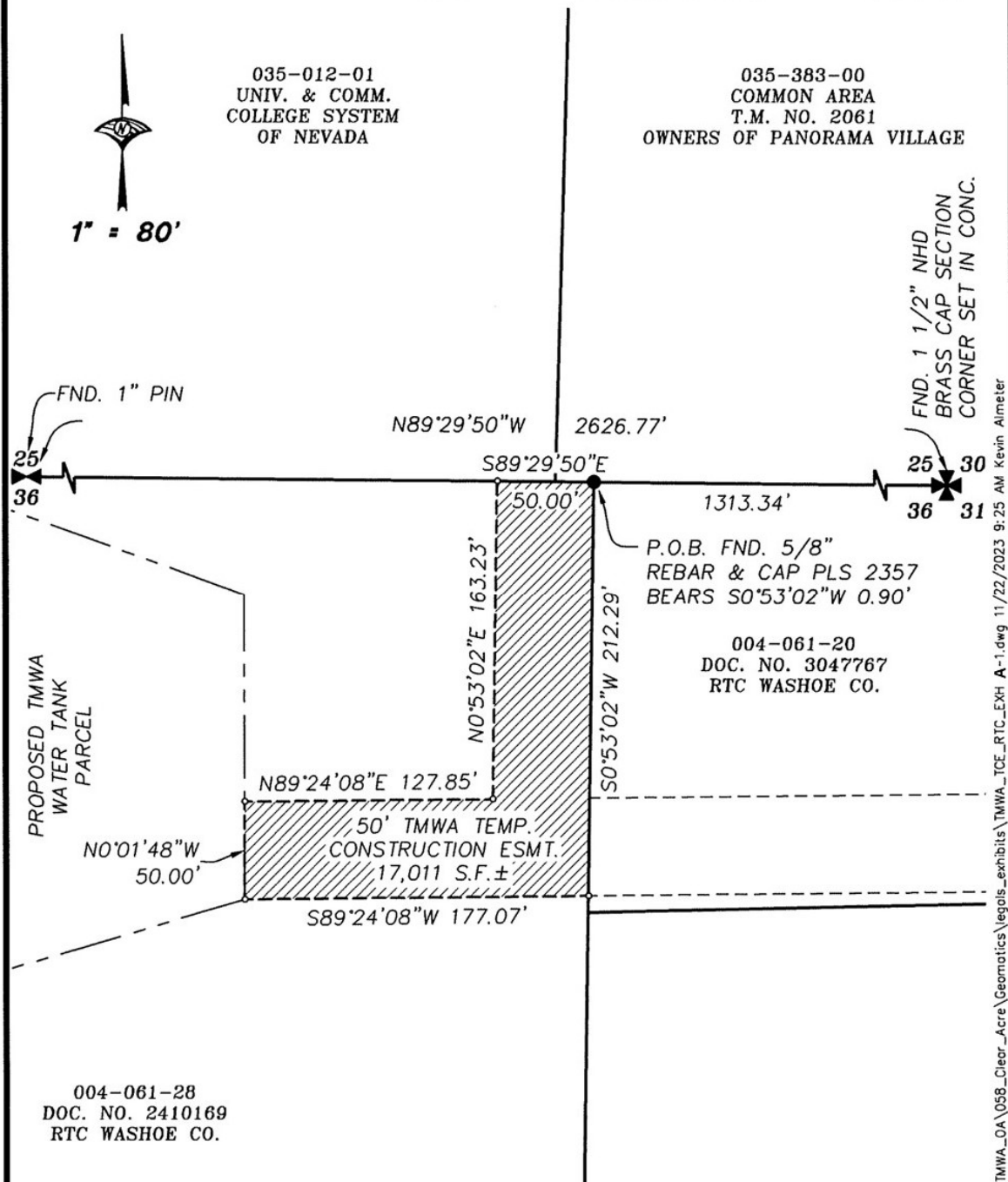
Kevin M. Almeter, P.L.S.  
Nevada Certificate No. 19052

## PLAT TO ACCOMPANY

TMWA TEMP. CONSTRUCTION EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA



035-383-00  
COMMON AREA  
T.M. NO. 2061  
OWNERS OF PANORAMA VILLAGE

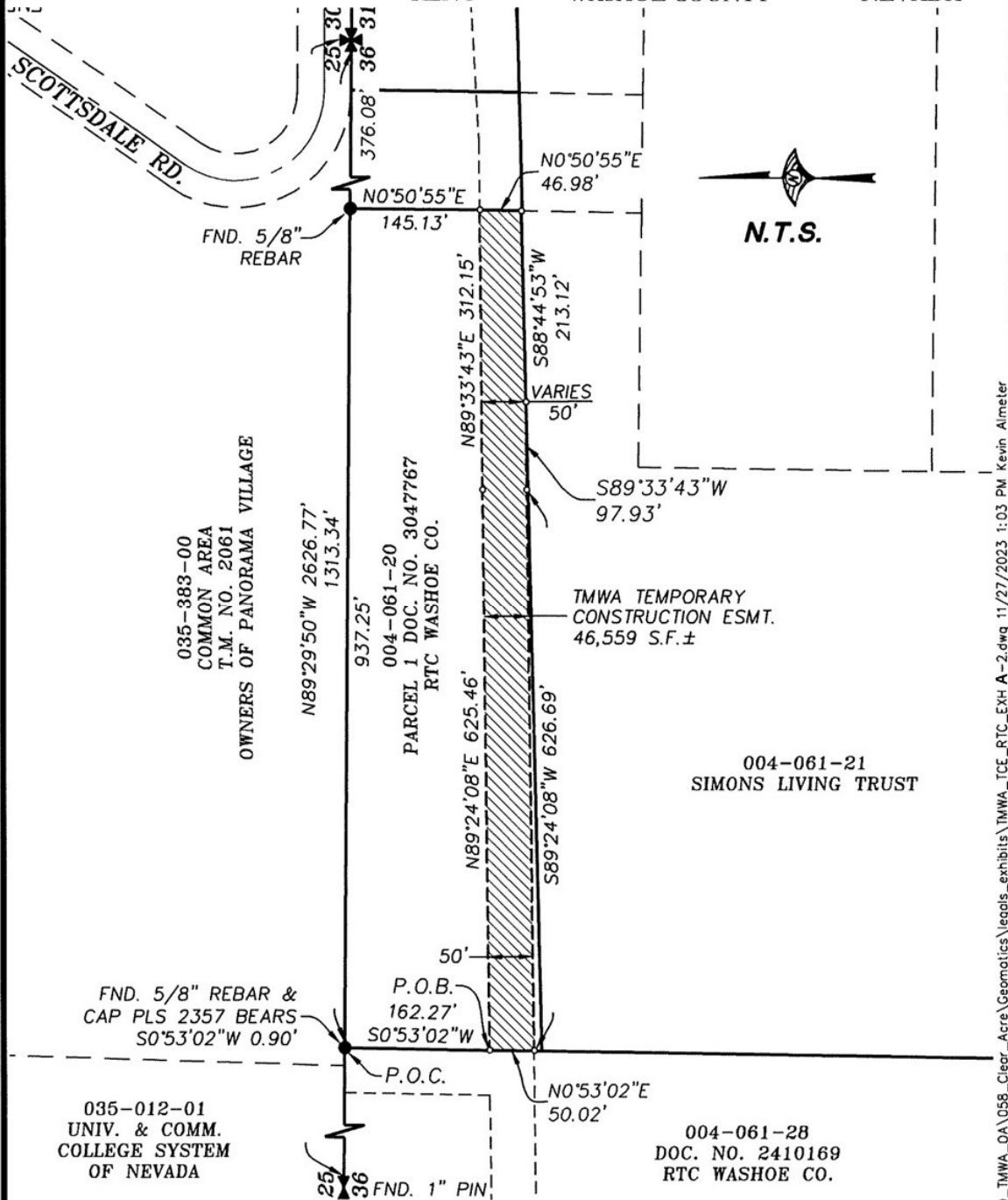


JOB NO. 8040058  
SHEET 1 OF 1



**EXHIBIT A-2**  
PLAT TO ACCOMPANY

TMWA TEMP. CONSTRUCTION EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA



JOB NO. 8040058  
SHEET 1 OF 1



**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Blvd  
Reno, NV 89502

Tel 775.823.4068  
Fax 775.823.4066

J:\Jobs\8040058\TMWA\_DA\058\_Clear\_Acre\_Geomatics\legals\_exhibits\TMWA\_TCE\_RTC\_EXH A-2.dwg 11/27/2023 1:03 PM Kevin Almeter

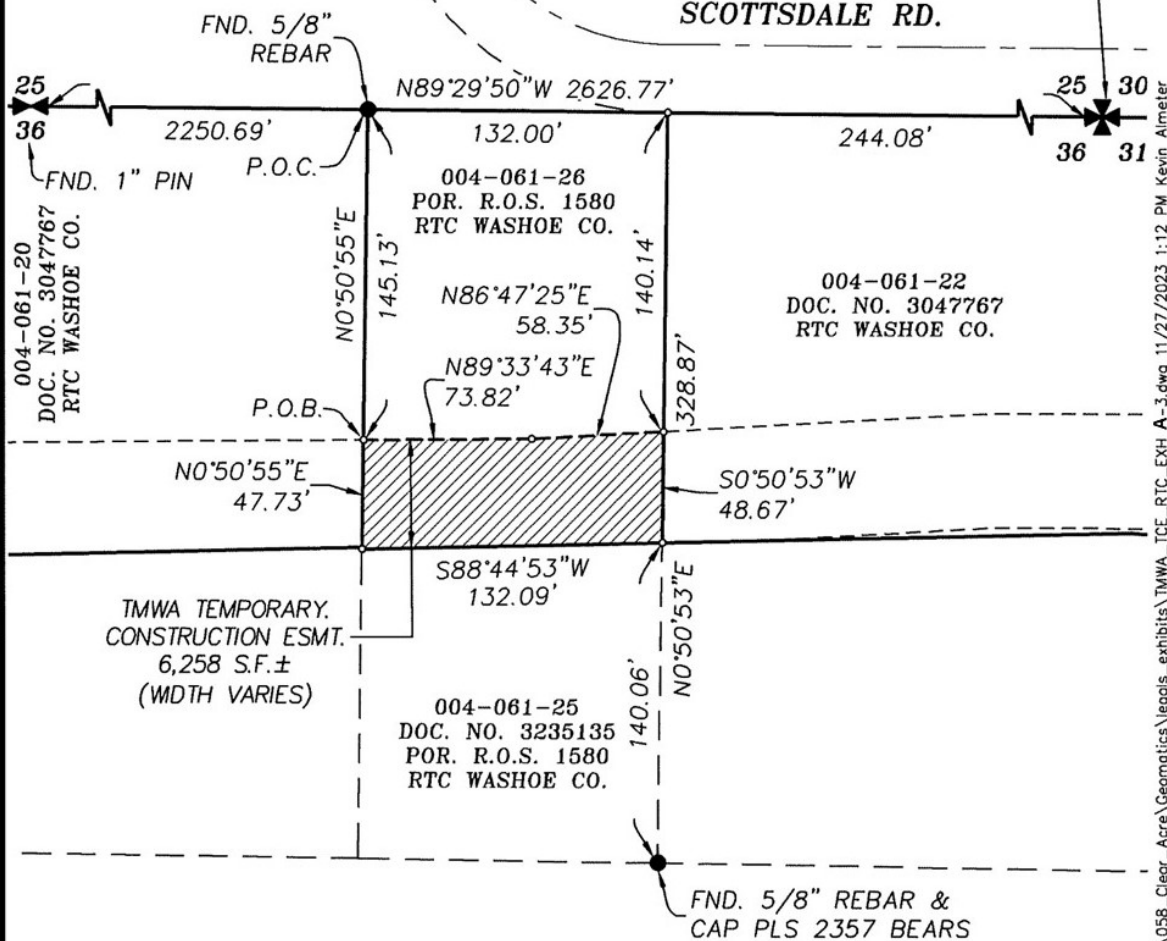
**EXHIBIT A-3**  
PLAT TO ACCOMPANY

TMWA TEMP. CONSTRUCTION EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA



035-383-00  
COMMON AREA  
T.M. NO. 2061  
OWNERS OF PANORAMA  
VILLAGE

FND. 1 1/2" NHD  
BRASS CAP SECTION  
CORNER SET IN CONC.



JOB NO. 8040058  
SHEET 1 OF 1



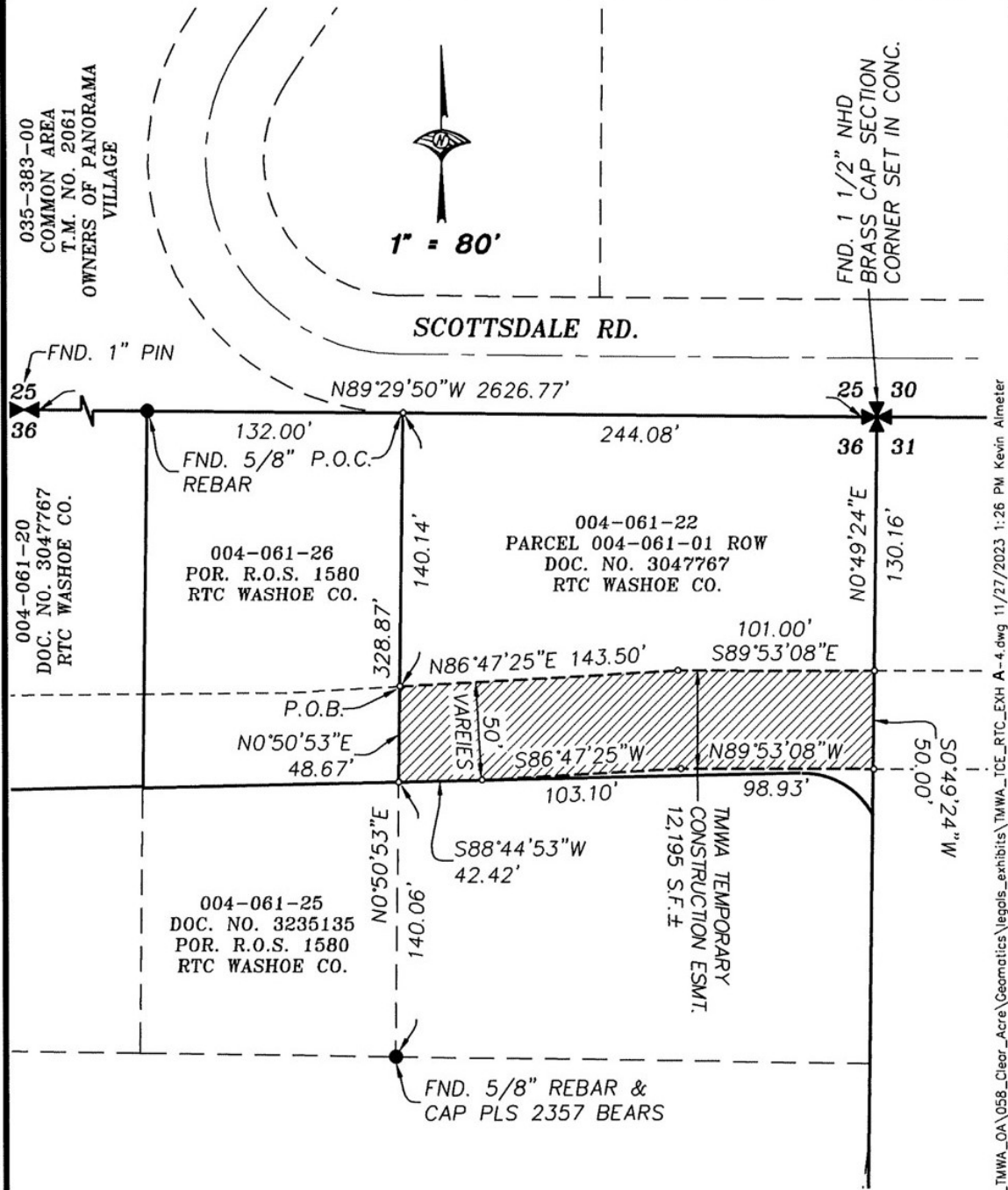
**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
1361 Corporate Blvd  
Reno, NV 89502  
Tel 775.823.4068  
Fax 775.823.4066

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**EXHIBIT A-4**  
PLAT TO ACCOMPANY

TMWA TEMP. CONSTRUCTION EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA



JOB NO. 8040058  
SHEET 1 OF 1

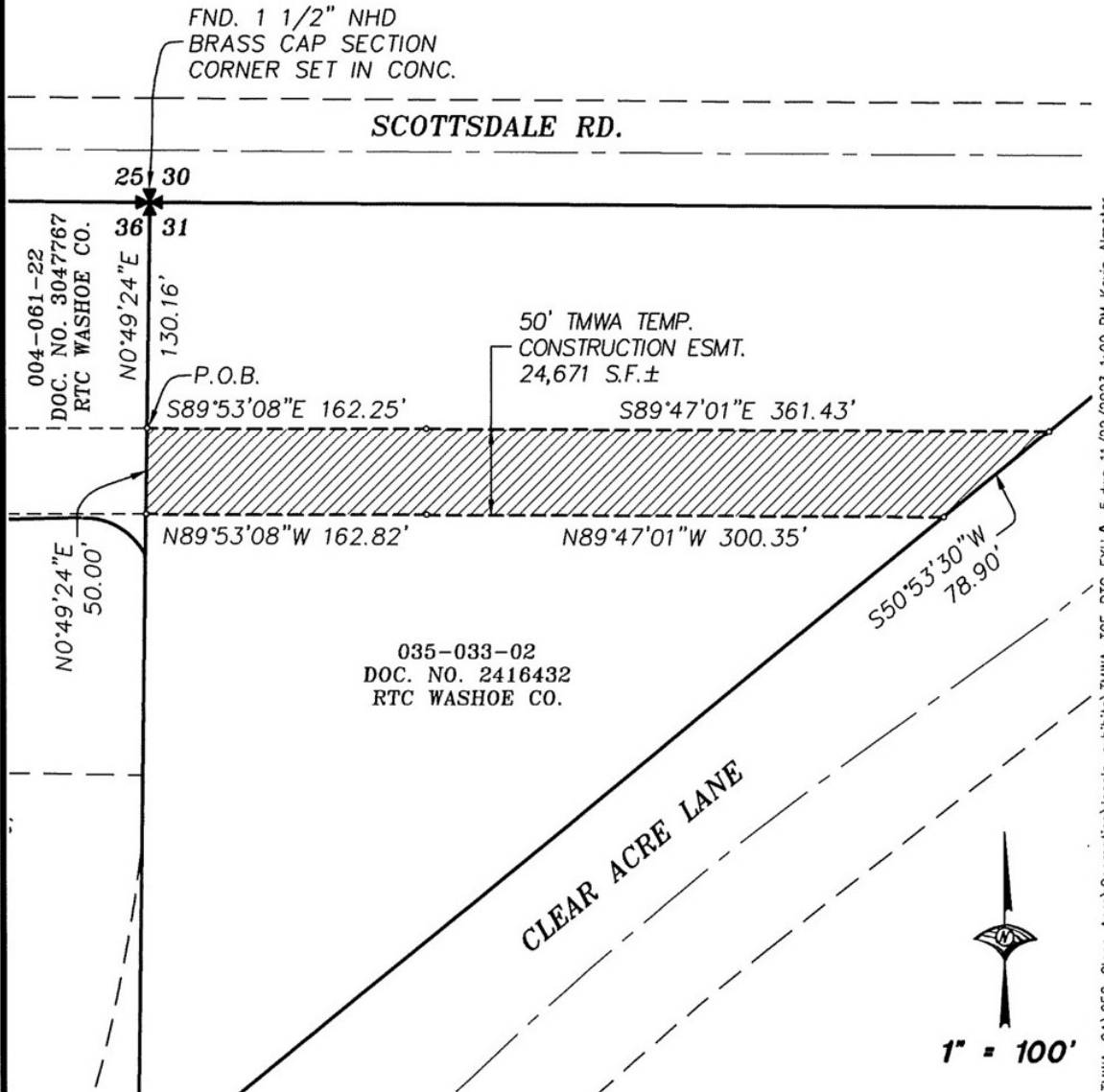


**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
1361 Corporate Blvd  
Reno, NV 89502  
Tel 775.823.4068  
Fax 775.823.4068

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**EXHIBIT A-5**  
PLAT TO ACCOMPANY

TMWA TEMP. CONSTRUCTION EASEMENT  
BEING A PORTION OF THE NE 1/4 OF SECTION 36  
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.  
RENO WASHOE COUNTY NEVADA



JOB NO. 8040058  
SHEET 1 OF 1

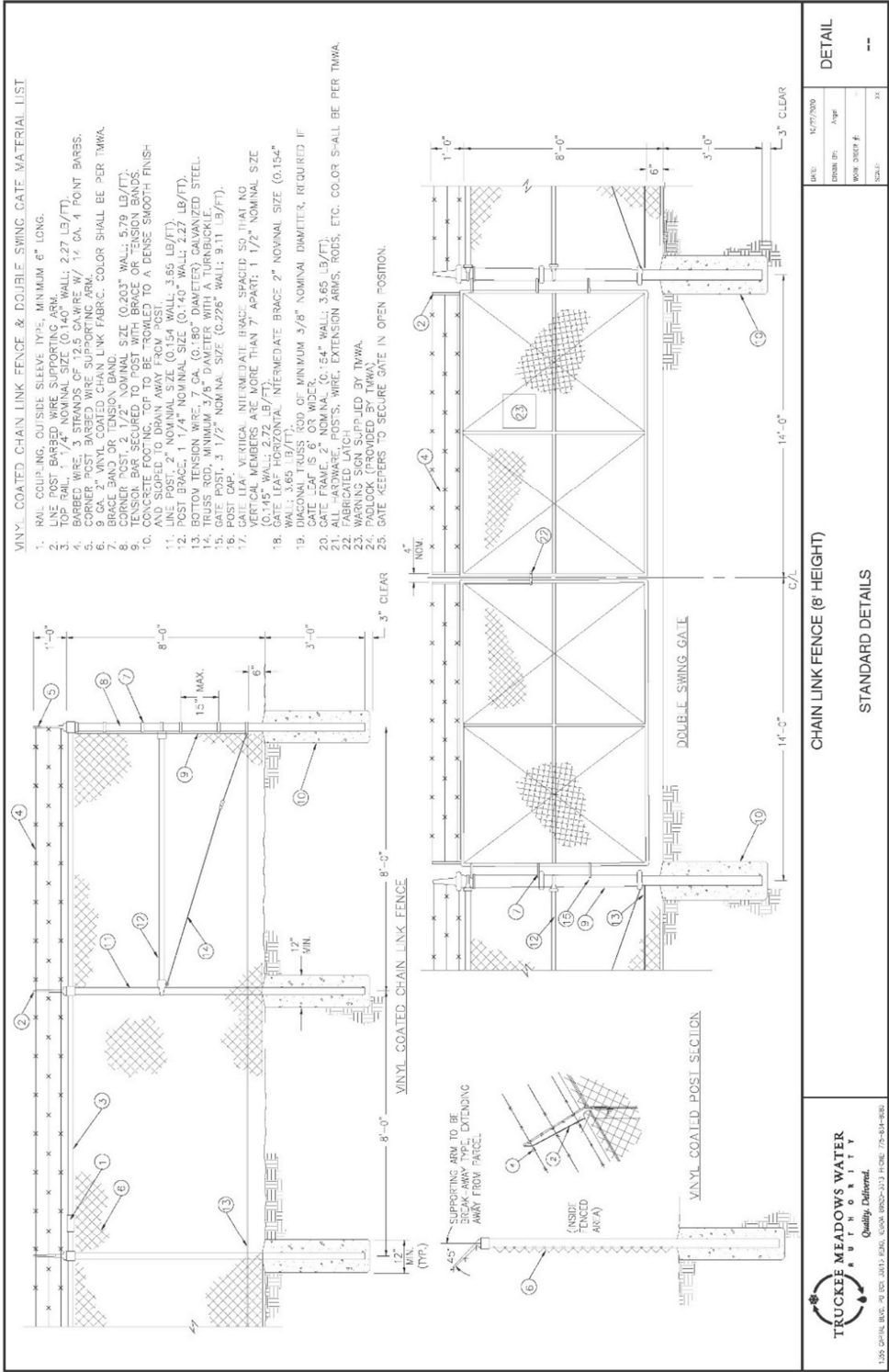


**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
1361 Corporate Blvd  
Reno, NV 89502  
Tel 775.823.4068  
Fax 775.823.4066

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[illegible]

EXHIBIT "H"  
"Fence Detail"



**EXHIBIT “I”  
“TMWA Western Skies Property Deed”**

**APN: 140-051-23**

**Recording Requested by and  
when recorded, return to and  
Mail Tax Statements to:**

Regional Transportation Commission  
of Washoe County  
1105 Terminal Way, Suite 100  
Reno, NV 89502

The undersigned hereby affirms that this document,  
including any exhibits, submitted for recording does  
not contain the personal information of any person  
or persons (per NRS 239B.030)

**QUITCLAIM DEED**

TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (“Grantor”), does hereby quitclaim, remise, sell and convey As-Is, Where-Is without representation or warrant to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, a cooperative regional board created by the Washoe County Board of County Commissioners pursuant to N.R.S. Chapter 277A (“Grantee”), and to its successors and assigns, forever, all that real property (the “Property”), described as follows:

**SEE EXHIBIT “A”**

Together with all tenements, hereditaments and appurtenances, privileges, remainders, rents, and profits thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereunto belonging or in anywise thereunto appertaining, and with all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the grantee and its successors and assigns forever.

RESERVING TO GRANTOR any and all water rights appurtenant to or otherwise beneficially used in connection with the foregoing property and all rights to divert water from the Truckee River or tributaries of the Truckee River on or from the real property.

*[Signature Page Follows]*

Witness this \_\_\_\_ day of \_\_\_\_\_, 2024.

TRUCKEE MEADOWS WATER AUTHORITY  
A Joint Powers Authority

By: \_\_\_\_\_  
**John R. Zimmerman,**  
**General Manager**

STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF WASHOE            )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, personally appeared John R. Zimmerman, General Manager of Truckee Meadows Water Authority, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **REAL PROPERTY DESCRIPTION**

All that certain real property situate in the County of Washoe, State of Nevada, being all that portion of Section 27, Township 18 North, Range 20 East, M.D.B. &M, described as follows:

Commencing at the North quarter corner of said Section 27; thence South  $00^{\circ} 11' 49''$  West along the North-South centerline 1343.20 feet; thence South  $89^{\circ} 28' 27''$  West 2033.13 feet to the true point of beginning; thence South  $62^{\circ} 48' 17''$  West, 685.21 feet to the West line of said Section 27; thence along said West line South  $00^{\circ} 08' 43''$  East, 611.66 feet; thence South  $56^{\circ} 57'$  East, 119.11 feet; thence North  $00^{\circ} 08' 43''$  West, 559.34 feet; thence North  $62^{\circ} 48' 17''$  East, 574.55 feet; thence North  $00^{\circ} 31' 33''$  West, 167.86 feet to the True Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Washoe County, Nevada on December 31, 2014, as Document No. 4422992 of Official Records.

**APN: 140-051-23**

**EXHIBIT “J”**  
**“Monitoring Well Easement”**

A.P.N: 140-051-23

After Recordation Return To:  
Truckee Meadows Water Authority  
Attn: Heather Edmunson, Land Agent  
P.O. Box 30013  
Reno, Nevada 89520-3013

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

---

**GRANT OF EASEMENT FOR  
MONITORING WELL**

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY**, a cooperative regional board created by the Washoe County Board of County Commissioners pursuant to N.R.S. Chapter 277A (hereinafter referred to as “Grantor”), for the benefit of **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (hereinafter referred to as “Grantee”).

**R E C I T A L S:**

A. Grantor owns the real property located in the County of Washoe, State of Nevada, more particularly described on **Exhibit “A”** attached hereto (the “Grantor Property”);

B. Grantee operates a municipal water system in Washoe County;

C. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

///

///

///



NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees a permanent and non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate a monitoring well, together with the appropriate mains, markers, conduits, pipes, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to operate the well (hereinafter called "Water Facilities"), over, across, upon, under, and through that portion of the Grantor Property more fully described on **Exhibit "B"** and shown on **Exhibit "B-1"** attached hereto and made a part hereof (the "Easement Area").

2. Access. Grantee shall have at all times ingress and egress to the Easement Area, including over the Grantor Property to the extent necessary, for the purposes set forth above.

3. Hold Harmless. Subject to the limitation of NRS Chapter 41 and Paragraph 4 below, Grantee shall be responsible for any loss, damage or injury suffered or sustained by Grantor for any damage to the personal property or improvements located on the Grantor Property, to the extent directly caused by any negligent act or omission of Grantee in constructing, maintaining, and operating the Water Facilities in the Easement Area.

4. No Interference. Grantor shall not, without Grantee's prior written consent (which consent shall not be unreasonably withheld), plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Area, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the reasonable judgment of Grantee interferes with Grantee's access to and use of the Easement Area for the intended purposes, nor shall Grantor or its agents engage in any activity within the Easement Area which unreasonably interferes or endangers Grantee's use of the Easement Area.

5. Relocation of Easement Area and Water Facilities. Grantor may, at any time, request the relocation of the Easement Area and Water Facilities to a new location on the Grantor Property, and Grantee agrees to perform such relocation provided (i) such new location is suitable to Grantee for Grantee's intended purposes; (ii) Grantor conveys to Grantee an equivalent easement in the new location; and (iii) Grantor pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation of the Water Facilities, whether on or off the Grantor Property, including drilling, design costs and retirement of existing facilities.

6. Grantor Warranties. Grantor warrants and represents to Grantee as follows:

a. Title to Grantor's Property. Grantor owns fee title to Grantor's Property and the Easement Area and there are no prior encumbrances, liens, restrictions, covenants or, to Grantor's knowledge, conditions applicable to the Easement Area which will frustrate or make impossible the purposes of the easements granted herein.

b. Authority. The person(s) signing this Easement on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor, to sell and convey the Easement Area to Grantee, and to enter into and perform the obligations hereunder.

c. Defects. Grantor has no knowledge of any defects or conditions of the Easement Area or Grantor's Property which would impair Grantee's ability to enjoy the use and purpose of this Easement.

d. Contracts or Leases. There are no leases, licenses, permits or other contracts with third parties which affect any portion of the Easement Area.

e. Pending Litigation. Grantor is not aware of any pending or threatened litigation or regulatory actions regarding the Easement Area and the Easement Area is not subject to any foreclosure or deed in lieu of foreclosure.

THIS GRANT OF EASEMENT and the terms contained herein are granted in gross for the benefit of Grantee and shall run with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

**GRANTOR:**

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of REGIONAL TRANSPORTATION  
COMMISSION OF WASHOE COUNTY, as therein named.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**GRANTOR PROPERTY**  
**LEGAL DESCRIPTION**

All that certain real property situate in the County of Washoe, State of Nevada, being all that portion of Section 27, Township 18 North, Range 20 East, M.D.B. &M, described as follows:

Commencing at the North quarter corner of said Section 27; thence South 00° 11' 49" West along the North-South centerline 1343.20 feet; thence South 89° 28' 27" West 2033.13 feet to the true point of beginning; thence South 62° 48' 17" West, 685.21 feet to the West line of said Section 27; thence along said West line South 00° 08' 43" East, 611.66 feet; thence South 56° 57' East, 119.11 feet; thence North 00° 08' 43" West, 559.34 feet; thence North 62° 48' 17" East, 574.55 feet; thence North 00° 31' 33" West, 167.86 feet to the True Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Washoe County, Nevada on December 31, 2014, as Document No. 4422992 of Official Records.

**APN: 140-051-23**

**EXHIBIT "B"**  
**LAND DESCRIPTION**  
**FOR A**  
**TRUCKEE MEADOWS WATER AUTHORITY MONITORING WELL**

All that certain real property situated within a portion of the Northwest One-Quarter (NW 1/4) of Section Twenty-seven (27), Township Eighteen (18) North, Range Twenty (20) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, being a portion of Parcel "D" as described in Deed Document No. 4422992, recorded December 31, 2014, Official Records of Washoe County, Nevada, and being more particularly described as follows:

**COMMENCING** at the Northwest corner of aforementioned Parcel "D";

THENCE northwesterly coincident with the northerly line of said Parcel "D", North 63°31'05" East, 339.16 feet to the **POINT OF BEGINNING**;

THENCE northwesterly coincident with the northerly line, North 63°31'05" East, 10.00' feet;

THENCE southerly departing said northerly line, South 26°28'55" East, 16.00 feet;

THENCE South 63°31'05" West, 10.00 feet;

THENCE North 26°28'55" West, 16.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 160 square feet of land, more or less.

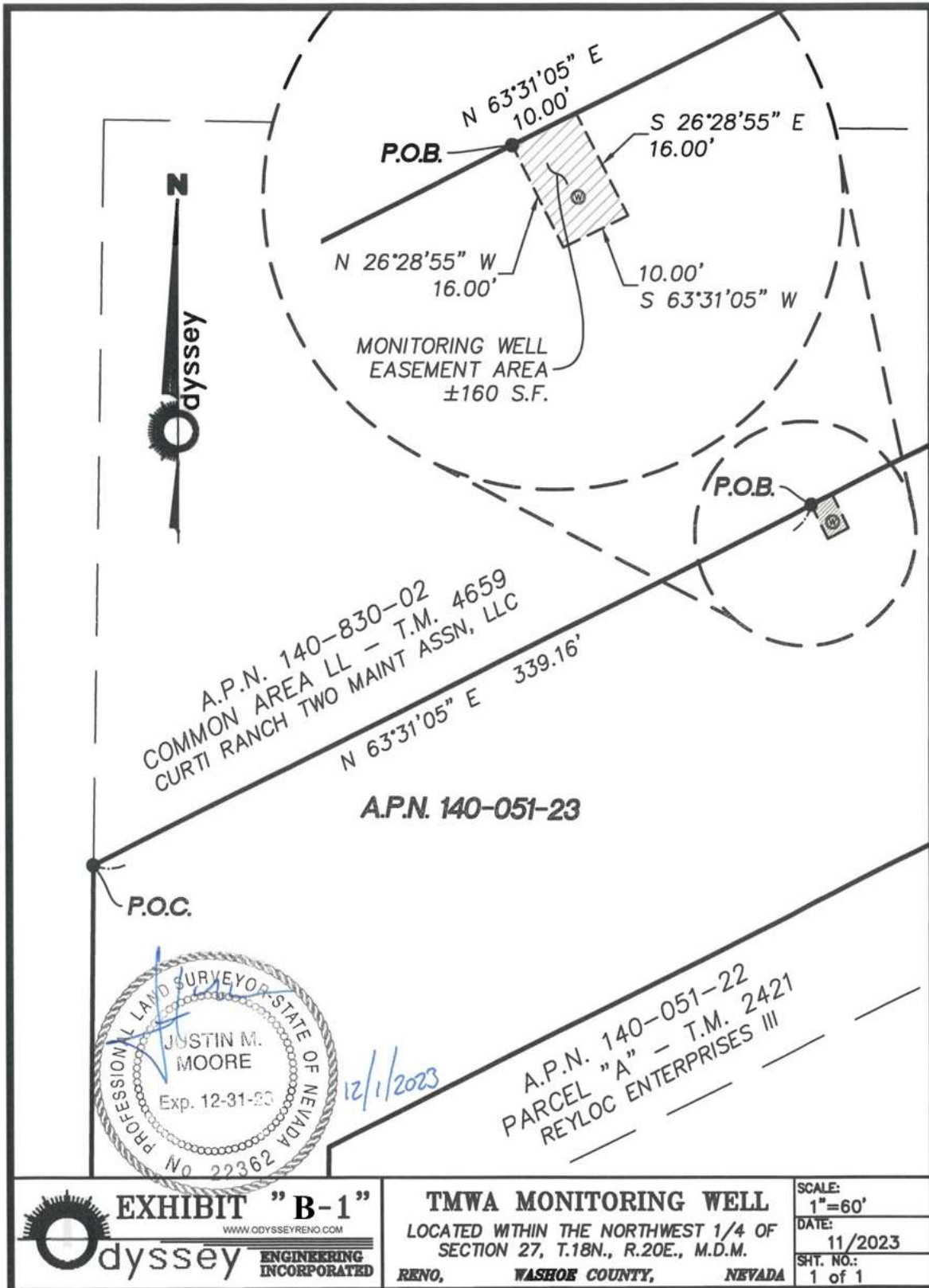
**SEE EXHIBIT B-1** attached hereto and made a part hereof.

**BASIS OF BEARINGS** for this description is based on the Nevada Coordinate System of 1983, West Zone, NAD 83/94 as shown on Tract Map No. 4659, June 14, 2006, as File No. 3400895, Official Records of Washoe County, Nevada.

Prepared By:

**ODYSSEY ENGINEERING, INC.**  
Justin M. Moore, P.L.S.  
Nevada Certificate No. 22362  
info@odysseyreno.com  
895 Roberta Lane, Suite 104,  
Sparks, NV 89431  
775-359-3303





**EXHIBIT "B-1"**  
 WWW.DYSSEYRENO.COM  
**dyssey ENGINEERING INCORPORATED**

**TMWA MONITORING WELL**  
 LOCATED WITHIN THE NORTHWEST 1/4 OF  
 SECTION 27, T.18N., R.20E., M.D.M.  
 RENO, WASHOE COUNTY, NEVADA

SCALE:  
 1"=60'  
 DATE:  
 11/2023  
 SHT. NO.:  
 1 of 1

**EXHIBIT “K”**  
**“Washoe County License Agreement”**

**LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of January, 2016, by and between TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada, and Washoe County, Nevada, pursuant to NRS Chapter 277, hereinafter referred to as (“Licensor”) and WASHOE COUNTY, a Political Subdivision of the State of Nevada (“Licensee”).

**WITNESSETH:**

WHEREAS, Licensor is the sole owner of the property situate in the County of Washoe, State of Nevada, known as Assessor’s Parcel Number 140-051-23 (the “Property”), which Licensor uses in connection with the operation of a water well and other public water facilities (“Western Skies Truck Fill Station”); and

WHEREAS, the Property hosts an emergency supplies Conex box container owned by Licensee, and Licensee desires a location on the Property for storage of the container and ingress and egress onto the property for the purposes of accessing supplies from said container for emergency events;

NOW THEREFORE, in consideration of the mutual exchange of promises and other consideration the receipt of which is hereby acknowledged, and the mutual covenants described herein, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive, revocable license (the “License”) across the surface of the Property for purposes of i) ingress and egress to the emergency storage container and ii) accessing emergency supplies needed during emergency events, more particularly described in Exhibit “A” and shown on Exhibit “B”, subject to the terms of this Agreement (“License Area”). Licensor’s water system operations shall at all times have priority over any other use of the License Area by Licensee, and Licensee shall not directly or indirectly use, occupy, or improve the License Area or permit others to do so in any manner that impairs, impedes, or otherwise adversely affects Licensor’s use of the Property for public water system operations.

2. **Warranty and Representations by Licensee.** Licensee acknowledges Licensor’s rights to use and access the License Area shall at all times remain senior to rights of Licensee, and there are times when the water fill station and access road in the License Area will need to be utilized by construction equipment and vehicles accessing the water fill station by Licensor. Licensor makes no representation or warranty, and shall have no obligation or liability of any kind whatsoever to any person, arising from or



related to the operation and maintenance of the Western Skies Truck Fill Station or Licensors use of the License Area, excluding therefrom any act or negligence of Licensors.

3. **Term.** This License may be terminated at any time by Licensors in the event Licensee is in material default or breach of any provision hereunder that cannot be cured within a commercially reasonable period of time or in the event Licensee acquires alternate access rights to relocate the Conex box to another location satisfactory to Licensee's needs. This license may also be terminated by the Licensors if the water related facilities are abandoned and the Licensors sells the property or changes the use.

4. **Permits and Laws.** Licensee shall obtain, at its sole cost, any and all permits (if any) which may be required for Licensee's use of the License Area. Licensee further agrees to comply with all applicable federal, state and local laws, rules and regulations in the operation of the License Area. Licensee agrees to indemnify and hold harmless Licensors from any and all damages, fines, or penalties resulting from Licensee's failure to obtain the necessary permits and/or failure to comply with any applicable laws, rules or regulations, or any use of the License Area by Licensee or an agent or invitee of Licensee.

5. **Limitation to Described Purpose.** The License Area may be used by Licensee solely for the uses described herein. No permanent buildings or improvements, additions, alterations, or modification of any kind, sort or nature, shall be made upon the herein Licensed Area. The Licensed Area shall include an area of approximately 1,000 square feet 50' x 20' which area will contain the Conex box and a sand pile to be used in the event of an emergency for filling sand bags.

6. **Indemnification and Nonliability of Licensors and Attorneys Fees.** Licensee agrees to protect, indemnify and save harmless Licensors, against and from any and all claims, loss, damage or liability (including reasonable attorneys fees) arising from Licensee's or its agents or representatives' negligent acts or omissions in connection with its use or possession of the Property, including without limitation any breach or default on the part of Licensee pursuant to the terms of this License or arising from any strict liability, excluding therefrom any act or negligence of Licensors. In the case of such claim, Licensee, upon notice from Licensors, shall defend such action or proceeding by counsel reasonably satisfactory to Licensors.

7. **Liability Insurance.** Licensee agrees to procure and maintain in force during the term of this License, at Licensee's expense, public liability insurance in companies and through brokers approved by the Insurance Commissioner of the State of Nevada. Licensors acknowledges and agrees that Licensee is self insured and that said self-insured status satisfies the requirements of this section.

8. **Condition of Premises.** Licensors does not warrant or represent that the License Area is safe or suitable for the purposes stated herein or intended to be used under the terms of this License.

9. **Right to Enter.** It is understood and agreed that the Licenser shall have the right at any time during the term of this License to use the License Area for its own purposes and to enter in and upon the License Area to access the Western Skies Truck Fill Station, or other facilities incidental to the public utility business. Any vehicle which blocks access to the Western Skies Truck Fill Station, where the owner cannot reasonably be contacted, will be towed at Licensee's expense.

10. **Non-Assignability.** The License granted hereunder is a personal privilege granted to Licensee and is not assignable to any person.

11. **Waste, Nuisance or Unlawful Activity.** Licensee shall not allow any waste beyond reasonable use and wear on the License Area, or use, or allow the License Area to be used, for any purpose prohibited by law, ordinance, rule or regulation or for any purpose which will constitute a nuisance. Licensee agrees to pay the cost of repairs beyond such reasonable wear and tear upon the License Area for damages caused by Licensee.

12. **Liens and Encumbrances.** During the term of this License, or any extension thereof, Licensee shall not place any liens or encumbrances on the Property, and shall keep the Property free and clear of all liens and encumbrances arising out of any work performed, material furnished or obligations incurred by the Licensee.

13. **Entire Agreement.** This document embodies the entire understanding of the parties as to the License that is the subject matter hereof, and there are no terms, covenants or conditions of such License other than those set forth herein. This License may be amended only by a document in writing, executed by both parties with the same formality as this instrument.

14. **No Waiver.** No waiver of any breach or breaches of any provision hereof shall be construed to be a waiver of any proceeding or succeeding breach of said provision or any provisions hereof.

15. **Notices.** All notices herein provided to be given, or which may be given, by any party to the other, shall be deemed to have been fully given when served personally on Licenser or Licensee, or when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Licenser:	Truckee Meadows Water Authority
	Natural Resource Department
	Attn: Heather Edmunson
	P.O. Box 30013
	Reno, NV 89520



Licensee: Washoe County  
Community Services Department  
Attn: Dave Solaro  
P.O. Box 11130  
Reno, Nevada 89520

IN WITNESS WHEREOF, the Licensee has signed this License Agreement and Licensors has executed the same by its duly authorized officer the day and year first above written.

**TRUCKEE MEADOWS WATER  
AUTHORITY, a Joint Powers Authority**

By: Mark Foree  
MARK FOREE, General Manager

**WASHOE COUNTY**

By: [Signature]  
Name: Chair  
Title: Washoe County

## EXHIBIT "A"

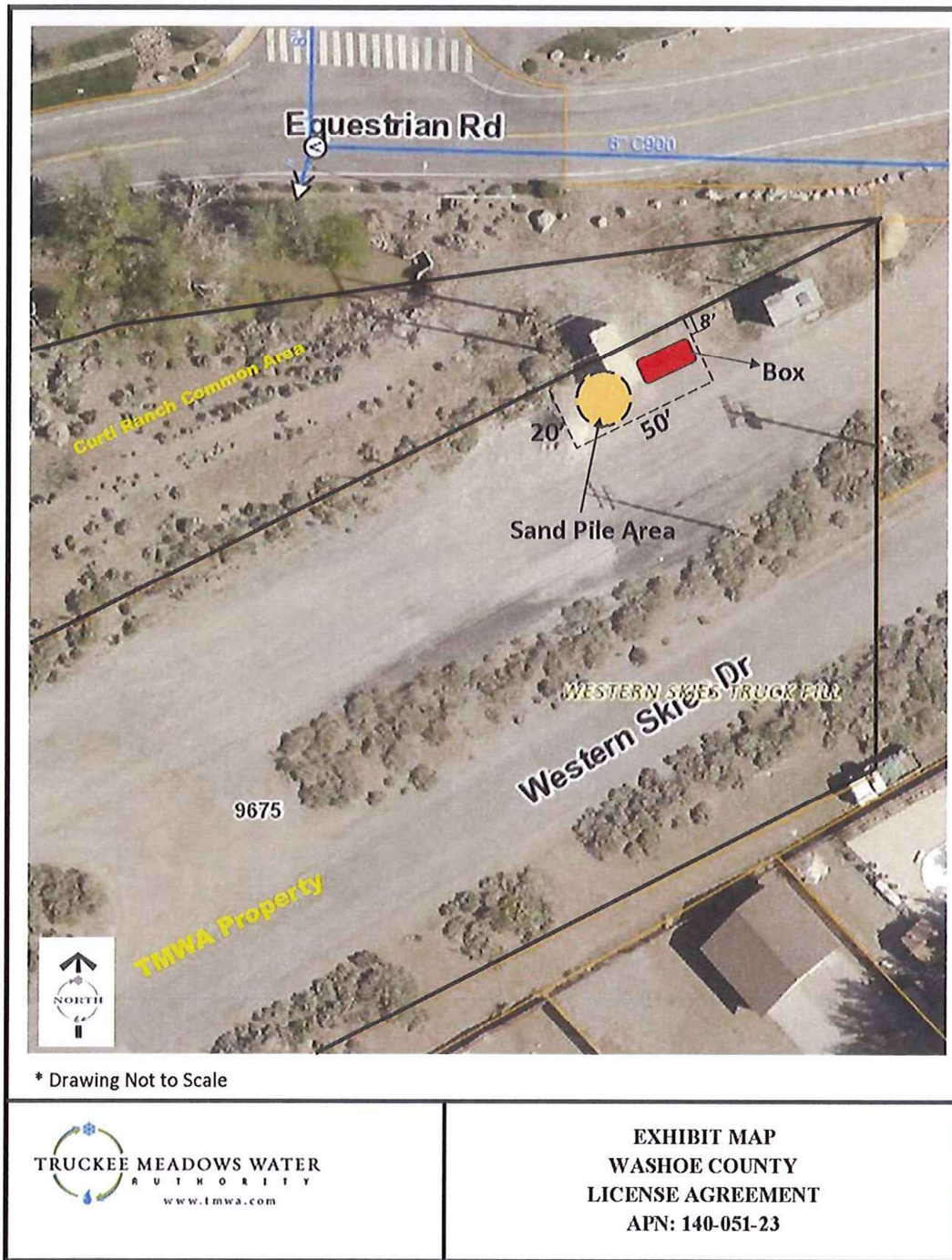
All that real property situate in the County of Washoe, State of Nevada, being all those portions of Section 27, Township 18 North, Range 20 East, M.B.D. & M., described as follows:

Commencing at the North quarter corner of said section 27; thence South  $00^{\circ} 11' 49''$  West, along the North-South centerline 1343.20 feet; thence South  $89^{\circ} 28' 27''$  West, 2033.13 feet to the true point of beginning; thence South  $62^{\circ} 48' 17''$  West, 685.21 feet to the West line of said Section 27; thence along said West line South  $00^{\circ} 08' 43''$  East, 611.66 feet; thence South  $56^{\circ} 57'$  East, 119.11 feet; thence North  $00^{\circ} 08' 43''$  West, 559.34 feet; thence North  $62^{\circ} 48' 17''$  East, 574.55 feet; thence North  $00^{\circ} 31' 33''$  West, 167.86 feet to the True Point of Beginning.

NOTE: the above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Washoe County, Nevada on February 15, 1984, as Document No. 907248 of Official Records.

APN: 140-051-23

EXHIBIT "B"





## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.3.7

To: Regional Transportation Commission

From: Kimberly Diegle, Project Manager

**SUBJECT: Military Road Capacity & Safety Project Amendment No. 1**

### **RECOMMENDED ACTION**

Approve Amendment No. 1 to the contract with Lumos and Associates, Inc., for additional engineering services to complete design services through final design and construction bidding in an amount of \$2,126,539, for a new total not-to-exceed amount of \$2,754,744.

### **BACKGROUND AND DISCUSSION**

The RTC and Lumos and Associates, Inc. ("Lumos") entered into a Professional Services Agreement (PSA) dated April 21, 2023, to complete preliminary traffic and engineering services related to the Military Road Capacity and Safety Project ("Project"), in the amount of \$628,205. The original scope of services included traffic analysis and preliminary design of Military Road between Lemmon Drive and Echo Avenue in anticipation of widening from two (2) to four (4) lanes. The Project team also considered proposed improvements including multi-modal paths, medians, intersection controls, utility relocation, street lighting, and drainage improvements. RTC staff, along with the City of Reno, will present the recommended improvements to the public later this spring.

The original agreement did not include final design or construction bidding services for the Project, as the scope of the proposed improvements were at the time unknown. This Amendment No. 1 extends the PSA timeline, reallocates some funding from the original scope, and provides additional funding to complete engineering services through final design and bidding. Lumos' scope, schedule, and fee indicated for design services is within the appropriate budget. While the schedule may fluctuate, the targeted schedule for these services is as follows:

- Notice to begin Final Design: January 2024
  - Complete Preliminary Design: March 2024
  - Public Information Meeting: Spring 2024
  - Right-of-Way Acquisition: May 2024 - March 2025
  - Final Design: April 2025
  - Begin Construction: Summer 2025
-

The item supports the FY2024 RTC Goal, "Begin Design: Military Road Capacity Project."

**FISCAL IMPACT**

RRIF fee appropriations are included in the FY 2024 budget for this action.

**PREVIOUS BOARD ACTION**

4/21/2023      Approved a contract with Lumos and Associates, Inc., for preliminary traffic and engineering services related to the Military Road Capacity and Safety Project, in an amount not-to-exceed \$628,205.

## AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County ("RTC") and Lumos and Associates, Inc. ("CONSULTANT") entered into an agreement dated April 21, 2023, This Amendment No. 1 is dated and effective as of January 19, 2024.

### RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to perform design services through 30% design in connection with Military Road Capacity and Safety Project (the "Project"); and

WHEREAS, CONSULTANT performed an alternatives analysis for the Project and RTC desires to complete the final design of the preferred alternative; and

WHEREAS, additional effort and services are needed to perform design services in connection with the final design for the Project; and

WHEREAS, the parties desire to reallocate cost savings from the original contract (approximately \$47,000), and amend the contract to add services to complete final design as described in Exhibit A, at a total additional cost of \$2,126,539.00 as described in Exhibit B.

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

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

The term of this Agreement shall be from the date first written above through December 31, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

2. Section 3.1 shall be replaced in its entirety with the following:

CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. Billing for Tasks 1-9 shall use the 2023 rates through March 31, 2024. Beginning April 1, 2024, the 2024 rates may be used. Billing for Tasks 10-15 shall use the 2024 rates. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.

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

The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and

must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Design and Bidding Services (Tasks 1 to 15 excluding Task 9)	\$2,599,664.00
<u>Design Contingency (Task 9)</u>	<u>\$155,080.00</u>
Total Not-to-Exceed Amount	\$2,754,744.00

4. Exhibit A of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.
5. Exhibit B of the Agreement is replaced in its entirety with the version of Exhibit B attached hereto.
6. 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

LUMOS AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Tim Russell, PE, Engineering Director

## **Exhibit A**

### Scope of Services



**EXHIBIT A**

**SCOPE OF SERVICES**  
**FOR THE**  
**MILITARY ROAD CAPACITY PROJECT**

The Regional Transportation Commission (RTC) has requested engineering services to determine alternatives for widening Military Road between Lemmon Drive and Echo Avenue, as well as design services through 100% design.

The scope of this project will include traffic analysis of the roadway between Lemmon Drive and Echo Avenue, topographic survey and right-of-way determination, geotechnical investigation, an alternatives analysis of the project area, noise study, right-of-way engineering, 30%, 50%, 90%, and 100% design of the chosen alternative.

**TASK 1 - PROJECT MANAGEMENT**

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. Management of the overall project will include scheduling of CONSULTANT staff resources, RTC design review meetings, coordinating with agencies, quality assurance reviews, invoicing, scheduling, subconsultant invoicing, and general project administration. It is assumed the project design duration will be 24 months. The project manager will schedule and facilitate a project kickoff meeting. Meetings to review the traffic studies, alternatives analysis, preliminary design, 50% design, ROW setting, 90%, and 100% design are anticipated. Detailed monthly invoices will be prepared to document all work performed and status reports will be provided to the RTC upon request. This task also includes bi-weekly design project manager meetings, as well as technical meetings and utility coordination meetings for the life of the project. CONSULTANT will prepare and distribute all meeting minutes.

**TASK 2 – EXISTING CONDITIONS INVESTIGATION**

**2.1 - Topographic Survey and Right-Of-Way Determination**

A project basemap will be created using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy. Field shots will be obtained at critical locations such as edge of roadways, utilities, drainage and storm drain features to be combined with the aerial provided digital terrain model to supplement the basemap. Utility as-built information will be provided to include pipe invert elevations, type, size and direction for sewer and storm drain manholes. Surface evidence of underground electric, communication, water and gas will be located and combined with any information provided from the utility purveyors and shown on the base map.

A digital terrain model, topographic basemap, and color orthophoto will be generated using the combination of ground and aerial collected data.

Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the basemap. The vertical datum for the project will be reference to NAVD88 with reference to City of Reno Benchmarks.

CONSULTANT will conduct a records search of the adjacent properties to calculate the record right-of-way information. Record right-of-way lines will be included in the basemap. This task will include all necessary

fieldwork as to search, locate and tie any survey monuments referenced in the recorded documents. Right of Way limits will be determined from deed and record mapping information together with field evidence gathered during the survey.

## **2.2 - Subsurface Utilities**

Utilities within the project area will be located and assessed for possible conflict with the proposed project.

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

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

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

No upgrading or expanding of facilities shall be included.

CONSULTANT will distribute design review submittals to utility agencies for review and comment and provide the RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

Deliverables - Depiction of Subsurface Utilities on Design Plans, Subsurface Utility Inventory, Utility conflict matrix

## **2.3 - Utility Potholing**

Should insufficient information be available from existing records to determine if conflicts between the proposed work and existing utilities will occur, CONSULTANT shall request approval from the RTC to pothole a sufficient number of locations to make such a determination. CONSULTANT will hire a potholing subconsultant to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated up to a total of thirty (30) potholes will be conducted to locate facilities within the project limits.

# **TASK 3 - GEOTECHNICAL INVESTIGATION**

## **3.1 – Geotechnical Report**

CONSULTANT will perform a field investigation that will consist of test pit explorations at approximately thirteen (13) locations and core hole explorations at approximately twelve (12) to thirteen (13) locations along

the proposed project. Exploration depth will range from one (1) to five (5) feet below ground surface, or practical refusal, whichever comes first. Field investigation will occur in both the existing pavement section, and in the location of the future widened areas and future multi use path. CONSULTANT will complete the USA Dig clearance, and will provide the excavation/backfill/hot mix (PG 64-22) patching services, and the traffic control. Encroachment permit application for the geotechnical investigation will be completed and submitted by CONSULTANT as required.

Additionally, CONSULTANT will provide up to four (4) core hole explorations at each of the three (3) future intersections identified in the alternatives analysis for siting of future signal pole locations.

CONSULTANT will provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, CONSULTANT will perform engineering analysis and calculations and develop a Geotechnical Investigation Report that will discuss the geologic setting, exploration and site condition, field and laboratory test data, and conclusions and recommendations from a Geotechnical perspective. Geotechnical Evaluation will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Location of Exploration Test Pits and Core Holes
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if encountered

Laboratory analysis may include:

- Atterberg Limits
- Moisture Density Curve
- Grain Size Analysis (including fines content)
- R-Value
- Soluble Sulfates Content
- Cement Treatment Soil Mix Design
- Expansion Index

Report, Recommendations, and Conclusions

- Exploration Logs
- Soil Types and Classification
- Site Geology
- Laboratory Test Results
- Geotechnical Discussion
- Grading Recommendations
- Existing Pavement Section Analysis and Visual Inspection
- Existing Roadway Reconstruction/Rehabilitation Recommendations (including considerations of most cost-effective utilization of existing pavement for widening efforts)
- Final pavement design recommendations
- Construction Procedures
- Groundwater Level, if encountered

This scope of work does not include noise barrier locations.

CONSULTANT will review the preliminary Geotechnical report with the RTC and City of Reno once the

draft report is completed to discuss potential alternative roadway sections. Once consultation with RTC and the City of Reno is complete, CONSULTANT will produce a Final Geotechnical Report with final recommendations for pavement design and signal pole recommendations.

#### Deliverables – Draft and Final Geotechnical Report

### **3.2 – Percolation Testing**

Once locations are determined for potential future detention basins for the project, CONSULTANT will observe a field investigation that will consist of up to five (5) subsurface test pits on the property near proposed detention basins. Exploration depth will extend thirteen (13) feet below ground surface, or practical refusal, whichever comes first. CONSULTANT will perform two (2) percolation tests in each of the test pits at depths of approximately two (2) and four (4) feet. CONSULTANT will provide the USA Dig clearance and excavation services.

CONSULTANT will field-classify the encountered soils in accordance with the Unified Soil Classification System (USCS). Additionally, CONSULTANT will provide calculations and develop a final Percolation Testing Report that will include exploration logs, and test data. The Percolation Test Report will be prepared by a Nevada Registered Civil Engineer and will specifically include the following services:

Field Investigation will include:

- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if encountered
- Percolation Testing

Report, Recommendations, and Conclusions:

- Site Map with Test Pit Locations
- Exploration Logs with Soil Types and Classifications
- Percolation Test Results
- Groundwater Level, if encountered

This scope does not include any soil and/or groundwater contamination evaluation at the site.

#### Deliverables – Percolation Test Report

## **TASK 4 – TRAFFIC STUDY**

### **4.1 - Data Collection & Existing Conditions**

CONSULTANT will collect current condition traffic data to serve as a baseline for existing traffic volumes and for review of travel demand model outputs compared to actual existing traffic. New AM and PM peak period (7 to 9 AM and 4 to 6 PM) turning movement counts will be conducted at the five following locations (to be confirmed with RTC staff): 1) Military Road / Echo Avenue; 2) Military Road / Lear Boulevard; 3) Military Road / Finnsech Drive; 4) Military Road / Tulcar Street; 5) Military Road / Tholl Drive. Seventy-two (72) hour duration bi-directional road segment counts using pneumatic tube counters will be conducted at the following locations: 1) Military Road between Echo Avenue and Lear Boulevard; 2) Military Road between Lear Boulevard and Lemmon Drive. CONSULTANT will review and document existing lane configurations and controls at the study intersections, perform observations during the typical weekday AM and PM peak hours, and obtain 5-year NDOT crash history data and create a basic summary identifying any crash hot spots in the corridor.

CONSULTANT will then use the collected turning movement counts to develop AM and PM peak hour

existing conditions traffic volumes for the study intersections, review existing condition daily traffic volumes (ADTs) on key roadway segments, and conduct traffic operations analysis and level of service calculations for the existing AM and PM peak hours for up to five study intersections using Synchro/SimTraffic software.

#### **4.2 - Traffic Forecasting & Operations Analysis**

This task will be utilized to perform detailed traffic analysis, informing the selection of traffic controls and identifying necessary long-term lane configurations in the Military Road corridor. CONSULTANT will review Washoe County RTC's current travel demand model for the corridor, and review and confirm model loading levels and appropriate TAZ centroid connector locations with RTC staff. Recommendations will be made for travel demand modelling adjustments if needed (travel demand modelling is excluded from this task).

Future Daily traffic volumes for the corridor will be forecast (20-year horizon or later based on available travel demand model scenarios). Traffic growth rates will be determined on the study segments based on the model, and consultant will incorporate any agreed manual adjustments. Resulting growth rates will be applied to the existing turning movement counts to develop 20+ year horizon turning movement volumes. A traffic operations analysis will be conducted and perform intersection level of service calculations for the future AM and PM peak hours for up to five study intersections using Synchro/SimTraffic software. Preliminary intersection control evaluations will be performed for up to five study intersections and present the necessary intersection controls and lane configurations to achieve policy level of service. High-T or R-Cut intersection configurations will be considered at Tee intersections within the above list of five study locations (no additional intersections). The operations analysis will consider bicycle and pedestrian movements and include any multimodal recommendations/new features.

#### **4.3 - Corridor Study Executive Summary Report**

This task will document the study process, traffic forecasting, analysis findings, recommendations, reasoning for selection of various intersection controls, and presentation of the preferred corridor configuration. The "executive summary" style report will include:

- Introduction, Purpose, & Goals
- Data Collection & Existing Conditions
- Traffic Forecasting & Operations Analysis
- Basic comparison of traffic signal versus roundabout, High-T or /R-Cut for the five study intersections
- Summary of intersection control type selection and recommendations
- Summary of bicycle, pedestrian, and transit facilities and resulting multimodal recommendations
- Summary of recommended facilities including addressing shared use path locations and connectivity to path(s), pedestrian access, crossing locations, and needs for advance warning devices (RRFBs or other treatments)
- Include recommendations for safety improvements if notable trends or significant issues are identified based on the crash history
- Evaluate access management (RTC regional road standards) at a planning level and make recommendations. This scope of work excludes data collection, reassigning traffic volumes to other intersections, iterations to the traffic operations analysis associated with access control changes, property owner outreach, and preparing a detailed analysis or concepts for significant access control changes. These services can be provided for an additional fee. The purpose of this task is to identify any significant access safety issues and present simple/easily implemented access management improvements at a few key locations. Evaluation of every access point and driveway is not included.
- Evaluate and recommend speed limit(s) associated with the widening design
- Right-of-Way acquisition needs summary (planning level only)

CONSULTANT will provide a draft executive summary style report, incorporate one round of RTC and City review comments, and provide a final executive summary style report (20 pages or less, not including appendices).

#### **TASK 5 – ALTERNATIVES ANALYSIS**

CONSULTANT will develop alternatives illustrating how conventional signalized or stop-controlled intersections, or roundabouts, will fit at the traffic study intersections. Alternatives will also be shown of various lane configurations and right of way configurations to achieve the additional capacity for future growth estimated in the traffic studies, as well as for a multi-use pathway or incorporation of bicycle lanes within the right-of-way. Standard cross-section alternatives (up to four) will be developed to be applied for various roadway segments throughout the corridor. Preliminary intersection layouts will be developed for up to five intersections to illustrate the intersection footprints with signalized, roundabout, or tee (High-T or R-Cut) intersections. An alternatives analysis summary report will be prepared and submitted to the RTC. Included in the report will be a description of the alternatives analyzed, opportunities and constraints of each alternative, deviations needed, if any from the desired standard roadway cross sections, utility relocation considerations, drainage considerations, right-of-way and easement considerations, and preliminary construction cost estimates for each alternative. It will also consider advantages of potential project phasing, as well as concurrent private development design considerations. The analysis report will include roll plot exhibits of each alternative showing roadway, drainage concepts, striping, major utility conflicts, preliminary finished grade contours, and existing right-of-way. An internal QA/QC review will be performed on each alternative design. The alternatives analysis will be reviewed by the RTC and the City of Reno to establish the preferred alternative. The CONSULTANT will assist in the presentation of alternatives to both agencies to develop a final preferred alternative.

#### **TASK 6 – PRELIMINARY DESIGN**

##### **6.1 – 30% Design**

Based upon the selected alternative, CONSULTANT will prepare a preliminary Roadway and Intersection roll plot at a 30% level suitable for RTC and Local Government review. The intent of this task is to determine preliminary assumptions and refine the project improvement limits. Preliminary vertical design and grading details to determining the feasibility of the selected alternative will be provided with the preliminary roll plot submittal. The 30% roll plot will provide sufficient detail on plan and profile design elements to allow for a check point review by RTC staff, clear understanding of the project by the stakeholders and updating the cost estimate for the proposed alternative as shown in the alternatives analysis. Consultant will distribute 30% roll plot to RTC, City of Reno, and Utility Companies electronically, including review comment instructions and comment resolution template.

Consultant will provide electronic CADD files of the 30% design including proposed and existing linework to the RTC.

Deliverables – 30% Roll Plot and associated CAD files

##### **6.2 - Design Criteria**

CONSULTANT will develop design criteria for Military Road. Design standards will be established based on:

- Standard Specifications for Public Works Construction (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2018
- Manual on Uniform Traffic Control Devices, 2023

- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- RTC 2050 Regional Transportation Plans
- Truckee Meadows Regional Drainage Manual, latest version
- City of Reno Design Manual
- City of Reno Standard Details

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

CONSULTANT will prepare draft design criteria, consisting of a tabular format document of critical criteria and a summarized listing of the governing standards and references, for review by the RTC and other agencies for review and approval. A meeting will be held with the RTC and agencies to reconcile any outstanding review comments and prepare and submit the Final Design Criteria. CONSULTANT will review existing geometry for Stage 2 Design plans for consistency with the agreed upon standards.

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

Deliverables - Draft Design Criteria for Agency Review and Final Design Criteria

## **TASK 7 – DRAINAGE STUDY**

### **7.1 - Preliminary Drainage Analysis**

Based on the preferred alternative, CONSULTANT will prepare a preliminary drainage analysis to determine the impacts associated with the changes to the locations of the curb and gutter associated with the capacity improvements and possible multi-use path construction as well as any modifications that may be necessary to existing channel or drainage culverts. Drainage will be reviewed and recommendations made to improve any drainage deficiencies and identify areas where mitigation can be placed. A drainage report meeting City of Reno standards will be provided as a deliverable with 50% design to help determine any areas where right of way will need to be acquired for existing drainage and detention mitigation.

Deliverables – Preliminary Drainage Report

### **7.2 - Final Drainage Report**

CONSULTANT will prepare a drainage analysis to determine the impacts associated with the changes to or addition of travel lanes, curb and gutter, sidewalk, and any raised medians within the Project limits. Existing drainage conditions will be reviewed using site visits and Washoe County's HEC-HMS offsite hydrologic model. The drainage analysis will generally consist of an onsite roadway analysis, local offsite analysis, and volumetric mitigation analysis. The volumetric mitigation analysis will include fill placed in the revised floodplain and added impervious area and will be mitigated at the standard 1.3:1 ratio.

The April 30, 2009 version of the Truckee Meadows Regional Drainage Manual (TMRDM) will be used to guide the onsite analysis and drainage design.

An analysis of local offsite drainage will be performed to address drainage conditions at the Project limits and at the edge of right-of-way. The County's HEC-HMS model will be reviewed and used to identify areas of concern.

A portion of the project improvements fall within Federal Emergency Management Agency's (FEMA's) Special Flood Hazard Area (SFHA) associated with Swan Lake. The SFHA is designated as a Zone AE and AO between Kelly Lane and Lear Blvd. The majority of the project is located in Unshaded Zone X.

A Final Drainage Report meeting City of Reno standards will be provided as a deliverable with 90% design, and a Drainage Report Addendum at 100% design if necessary.

Deliverables – Final Drainage Report

### **7.3 - Wetlands and Waters of the US**

Utilize the project drainage/hydrology report to determine potential water quality, storm water, NDEP permitting and permitting (USACE) issues for affected waters of the U.S. Existing conditions and project impacts will be analyzed. CONSULTANT will evaluate project area for presence of waters of the United States (WOTUS) by conducting an aquatic resources delineation and assessing the field conditions against the applicable federal regulations for jurisdictions waters that are current as of the date of assessment. CONSULTANT will make a recommendation of applicable permitting needs for any impacts to aquatic features located within the project footprint. If necessary, CONSULTANT will describe the type of permitting that may be required (i.e., nationwide or individual) and any related mitigation measures. Permit documentation will be prepared, permit application(s) will be filed, and mitigation commitments will be made as a separate part of this scope of work (see Task 7.2).

### **7.4. - US Army Corps of Engineers (USACE) Permitting and Coordination (OPTIONAL)**

This task encompasses preparation of application materials and coordination needed to obtain a permit from the USACE to disturb WOTUS. It is assumed that the project will proceed under an Individual Permit for the Project, representing the worst-case scenario. CONSULTANT will coordinate with the Nevada Department of Environmental Protection (NDEP) Water Quality Section and the USACE as appropriate regarding permitting requirements under Sections 401 and 404 of the Clean Water Act. This scope of work does not include the development of a detailed compensatory mitigation plan, work to complete a Section 408 clearance, nor other NDEP permitting requirements (e.g., Working in Waterways, Temporary Discharge Permits, or Construction Stormwater permitting).

Should the aquatic resources delineation survey and report find that any aquatic resources located within the project area are not federally jurisdictional, this scope would cover the submission of an approved jurisdictional determination to the USACE for their concurrence of these findings. If the USACE were to concur with these findings, then no permits would be required under Sections 401 or 404 of the Clean Water Act.

CONSULTANT will perform field surveys to identify and qualify all aquatic resources within the study area that could be affected by the project and prepare reports, plans, and graphics for submittal to the USACE. This report is required to support either an approved jurisdictional determination or any permit request from the USACE. This task will be paid for under the Contingency Task upon approval by the RTC PM.

Deliverables – Aquatic Resources Delineation Report

## **TASK 8 – PUBLIC AND AGENCY INVOLVEMENT**

CONSULTANT will provide public and stakeholder involvement and outreach services to support the RTC's efforts to engage and solicit feedback from project stakeholders and the public through alternatives analysis and final design.



### **8.1 - Public Outreach and Involvement Plan**

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

Deliverables - Public Outreach and Involvement Plan

### **8.2 - Stakeholder Database**

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

Deliverables - Stakeholder contact database

### **8.3 - Website and Digital Outreach**

CONSULTANT will provide content and updates for the existing project website: northvalleysimprovements.com/. It is assumed the RTC will be responsible for managing the website. CONSULTANT will create and manage a project-specific email used for two-way communication with the public. At the conclusion of the Project, CONSULTANT shall transfer ownership of the email address and mailbox to the RTC.

Deliverables - Project email

### **8.4 - Stakeholder Meetings**

CONSULTANT will arrange and participate in individual stakeholder meetings as required. Individual meetings may take place with stakeholders including, but not limited to, Neighborhood Advisory Boards (City of Reno), Citizen Advisory Boards (Washoe County), property owners, businesses, and community groups/organizations. These efforts shall be coordinated with the RTC Communications Team. Stakeholder Meetings shall be documented and include the person(s)/group(s) met with, time and location, summary of topic, and issues, comments and questions raised.

Deliverables - Stakeholder meeting documentation

### **8.5 - Project Briefings**

CONSULTANT will assist in the development of PowerPoint presentations for Project briefings to RTC and Transportation Boards, County Commissioners, City Councils, and other elected officials, as well as State and Local agencies as needed.

Deliverables - PowerPoint presentation

### **8.6 - Collateral Materials**

CONSULTANT will design and prepare collateral materials as needed for the Project to effectively

communicate information to stakeholders and the public. Collaterals may include fact sheets, maps, FAQs, and infographics.

### **8.7 - Public Information Meetings**

CONSULTANT will arrange and conduct two (2) Public Information Meetings with residents, property owners adjacent to the project, stakeholders, and other members of the public to discuss project limits, scope, tentative schedule, access, public notification requirements, and concerns of adjacent properties. The first public meeting will occur following NTP to present the Project's selected alternative. The second public meeting should occur upon completion of 90% design with the purpose of soliciting feedback from the community for final design and contain a two-week (14-day) comment period.

Public involvement and outreach tasks, activities and deliverables for Meetings include:

- Developing a public meeting planning schedule
- Hosting and attending weekly planning meetings for a month leading up to the event
- Establishing meeting dates, times and locations
- Designing and preparing bilingual mailers (for a minimum distance of ¼ mile from the project area), notices and advertisements. The RTC will be responsible for distributing and payment for such notifications
- Designing and preparing newspaper advertisements. Advertisements should run two (2) times prior to each Meeting and include both English and Spanish publications. The RTC is responsible for payment of advertisements
- Coordinating with the RTC's Communications Team for drafting and distributing press releases
- Preparing a sign-in sheet and comment form and documenting participation
- Documenting and responding to public comments
- Assisting in preparing PowerPoint presentations, displays, exhibits and graphics
- Preparing a meeting summary
- Accommodating a virtual public meeting option for each Meeting in addition to in-person

### **TASK 9 – PROJECT DESIGN CONTINGENCY (OPTIONAL)**

This is a contingency for miscellaneous increases to the scope of this contract in the performance of services under Tasks 1-8 and Tasks 10 - 15. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

### **TASK 10 - RIGHT-OF-WAY ENGINEERING SERVICES**

CONSULTANT will provide the following services for this project:

- Obtain and review current preliminary title reports (PTR) for all properties adjacent to Military Road. For budgetary purposes, it is estimated that fifty-one (51) property ownerships are adjacent to the project area. Final determination of affected properties will occur with the 50% design task (Task 13) below.
- Review title reports to determine if any easements of record exist that will affect the proposed route design – if any easements exist, copies of the easement documents will be obtained, and they will be delineated on the base mapping.
- Visually inspect each property (aerial and street-level views) and note the effects of all proposed acquisitions; work with design engineers to ensure proposed acquisitions are minimal.

- Develop temporary and/or permanent easement documents including legal descriptions and sketch maps for use by the RTC per the RTC standards.
- Develop fee acquisition documents including legal descriptions and sketch maps for use by the RTC per the RTC standards.
- Develop legal descriptions and sketch maps for use by RTC, per the RTC standards, for transfers of right-of-way to the City of Reno, as applicable.
- Develop legal descriptions and sketch maps for use by RTC, per the RTC standards, for disposal of remnant parcel not needed for the project.
- Develop Permission to Construct (PTC) sketch maps for use by the RTC per the RTC standards.
- Develop and distribute Right of Entry letters/agreements as necessary to support the noise study in Task 11, as well as any survey and geotechnical services.
- Assumptions from the Alternatives Analysis completed with Task 5 includes 21 parcels affected by right-of-way acquisition.

#### Exclusions

- CONSULTANT will not prepare an estimate of the total services and incidental costs associated with each real estate acquisition (appraisals, acquisition and title/escrow, legal services, etc.).
- CONSULTANT will not include easement, acquisition, or relocation costs in the Engineer's Probable Cost Option.

Deliverables – Legal Descriptions and Exhibits, PTC Sketch Maps, Right of Entry Letters/Agreements

### **TASK 11 – NOISE STUDY**

CONSULTANT will perform a traffic noise analysis to identify potential noise impacts on sensitive areas of frequent human use that could potentially be impacted by the Project. The Project is determined to meet the definition of a Type 1 noise study, an area estimated to be within approximately 500 feet of the two-and-a-half-mile long Project corridor footprint. The analysis will be conducted in accordance with the Federal Highway Administration (FHWA) 23 CFR 772 – Procedures for Abatement of Highway Traffic Noise and Construction Noise as well as the Nevada Department of Transportation (NDOT) Traffic and Construction Noise Abatement Policy (Updated October 22, 2022).

#### **11.1 Noise Measurements**

Existing traffic noise levels will be measured implementing the procedures outlined in FHWA's guidance document "Measurement of Highway-Related Noise" and the measurements will be used to validate the existing conditions noise model. CONSULTANT will also perform short term noise measurements to determine existing ambient conditions in the entire project corridor.

CONSULTANT will send a staff member to the Project area to conduct the measurement effort. Based on the desktop review of the Project area CONSULTANT has identified up to six (6) measurement locations for the traffic noise model validation measurement effort. CONSULTANT assumes that no additional permits or authorizations will be needed to conduct the fieldwork. Measurements will be conducted from outdoor areas of frequent human use such as yards or decks at residential properties, and outdoor dining areas at restaurants. CONSULTANT assumes that access to these locations will be obtained by requesting permission from property owners while in the field or via right-of-entry agreements that RTC and/or the local agency will obtain prior to the field effort.

#### **11.2 Existing Conditions Model**

CONSULTANT will develop an existing conditions model based on as-built design data, aerial photography, field observations, existing geographic information systems (GIS) data, or some combination of these. Traffic

data will be applied to the model consistent with the procedures identified in the NDOT Noise Policy.

### **11.3 Build Alternative Model**

CONSULTANT will develop one build alternative noise model that will be based on the preferred corridor alignment. If additional corridor alignments require noise analysis they will be added on in separate scope and budgeting efforts. Three-dimensional design data provided by the Project's engineers will be used as input to the traffic noise model including design items such as roadways, bridge structures, retaining walls, and safety barriers for the build alternative.

Predicted traffic noise levels will be compared to applicable impact thresholds provided in the NDOT noise policy.

### **11.4 Mitigation Analysis**

CONSULTANT will evaluate potential impacts and evaluate these impacts using barrier evaluation and analysis methods as described in the NDOT Noise policy using feasible, reasonable, and latest cost criteria to determine barrier effectiveness. If there are existing barriers in the project area, those will be included in the analysis. The barrier effectiveness will be determined by inclusion in the traffic noise model and reviewed in the field to determine material type and heights.

If barriers are found to be feasible and reasonable, Final Barrier locations will be determined working with RTC, and the City and be within the City right-of-way.

#### Deliverables:

CONSULTANT will prepare the following deliverables:

- Draft Noise Study Report (NSR) 1: This report will be prepared per NDOT noise protocol and summarize the measurement effort, modeling methodology, summary of impact conditions, and discuss noise abatement measures as appropriate. This report will be submitted with the 50% plans submittal for comment to RTC and City of Reno.
- NSR 2: NSR 1 will be revised to address comments from RTC and the local agency. Upon resolution of comments CONSULTANT will submit NSR 2, the Final NSR to RTC and the local agencies.

### **11.5 Final Barrier Design (OPTIONAL)**

If barriers are proposed for this project that are found to be feasible and reasonable, then this Contingency Final Barrier Design task would be initiated. This will be paid for under the Contingency Task upon approval by the RTC PM. This does not include structural design of the noise barrier walls. This typically involves working closely with the engineering design team to determine very specific elevations and station numbers as grading can change barrier top and bottom wall elevations. CONSULTANT will work with the design team at the Final Design phase of the project when these details are known.

CONSULTANT will prepare one Final Barrier Design Memo as a supplement to the noise study.

## **TASK 12 – ELECTRICAL DESIGN**

### **12.1 – Lighting Study**

CONSULTANT will conduct a lighting study for the new shared use path from Lemmon Drive to Lear Boulevard, the buffered bike lanes, and intersection lighting as needed. The lighting study does not include an analysis of the existing lighting locations; however, the existing fixtures will be considered during the study. The study will include photometric calculations and a suggested/proposed layout for new pedestrian level and street lighting to meet the standards as necessary.

## Deliverables – Lighting Study Report

### **12.2 – Electrical Design**

Electrical design will include any required new street and pathway lighting; relocating, and/or removing the existing street lighting; irrigation control power; miscellaneous electrical connections (if any); electrical service points for lighting and signalized intersections; and coordination with NV Energy for any electrical utility relocations and any new service requirements. CONSULTANT will provide electrical load and voltage drop calculations. The electrical design will include all necessary power locations, conduit, wiring, boxes, electrical requirements for the lighting system and power distribution services for all the items listed above.

Deliverables - 50%, 90%, 100% and Final Construction Documents/Permit Drawings, specifications, and calculations

### **TASK 13 – 50% DESIGN**

CONSULTANT will prepare 50% preliminary Roadway and Intersection Plans and a preliminary cost estimate suitable for RTC and Local Government review. The intent of this task is to provide finalized limits of right-of-way acquisition and design. The 50% plans will provide sufficient detail on all design elements to allow for a thorough review by RTC staff, clear understanding of the project by the stakeholders and development of a realistic engineer's estimate of probable cost for the construction of the project.

Sheets to be included are:

Title Sheet, Index of Sheets, General Notes, Legend, Abbreviations, Key Maps, Typical Section Sheets, Survey Control/Right-of-Way Sheets, Removals and Utility Sheets, Roadway Plan Sheets (including preliminary retaining wall locations), Roadway Profile Sheets, Drainage Plan and Profile Sheets, Signing and Striping Sheets, Traffic Signal and Interconnect Sheets, Electrical/Lighting Sheets, as discussed in their respective sections.

Landscape analysis will include identifying where gaps in the streetscape currently exist, and where mitigation measures will need to be taken to maintain visual consistency throughout the corridor. This task will include an assessment of the existing, and any proposed, plant material for its functional use along the multi-use path. These plans will include the development of a preliminary plant palette to be used on the project. These graphics will be provided as electronic files suitable to be used for either print or electronic presentation.

50% Roadway and intersection plans will include new traffic signal systems and signal interconnect design at three (3) intersections: Lear Blvd/Military Road, Finnsech Drive/Military Road, and Tulear Street/Military Road. Traffic signal systems will include right of way impacts associated with signalization, utility conflicts, establishing new equipment locations, design of signalization equipment, and coordinating the ADA accessible design. Traffic signal interconnect design will include conduit and fiber optic interconnect system from Lear Blvd to Tulear Street and from Tulear Street to Lemmon Drive (option to utilize radio interconnect from Tulear Street to Lemmon Drive). An optional task of design for installation of a Rectangular Rapid Flashing Beacon system (RRFB) at one (1) location will be paid for under the Contingency Task upon approval by the RTC PM.

An independent quality review will be performed on the 50% design.

Deliverables - CONSULTANT will submit the 50% Design as summarized:

RTC/City of Reno/Washoe County:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- Electronic CAD files of proposed and existing linework (to RTC only)
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate (to RTC only)
- 1 Electronic Distribution of Draft Hydraulic Report; Draft Geotechnical Report, and Draft Noise Study
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

## **TASK 14 – FINAL DESIGN**

### **14.1 - 90% Design**

90% Design incorporating agency comments from the 50% Design review, CONSULTANT will advance the design and prepare 90% Design plans, a corresponding 90% preliminary engineer's estimate, and 90% technical specifications. The Preliminary Drainage Analysis, traffic signal systems, and signal interconnect design will be updated as the design progresses. If necessary, CONSULTANT can prepare one RRFB Design review comments received from the 50% Design will be incorporated and a Final Technical Drainage Report will be prepared for the 90% Design submittal. Plan sheets included in the 50% Design submittal will be advanced to the 90% Design level of detail.

**Planting Design:** Landscape Planting Plan indicating the location of all trees, shrubs and groundcovers. A plant schedule will be prepared listing all plant material with botanical and common names as well as size and quantity. Protection of existing trees during construction. Schedule of rock fines and mulches to include size, areas, depth, and color. This task will also include the preparation of construction details and technical specifications necessary to properly implement construction. CONSULTANT will coordinate with HOA's for HOA planting requirements where necessary.

**Irrigation Design:** Consultant shall prepare irrigation plans indicating location and type of all valves, heads, lines, sleeves, and anti-siphon device. An irrigation schedule will be prepared specifying recommended manufacturers as well as equipment. This task will also include the preparation of construction details and technical specifications necessary to properly implement construction.

Sheets to be included are:

Title Sheet, Index of Sheets, General Notes, Legend, Abbreviations, Key Maps, Typical Section Sheets, Survey Control/Right-of-Way Sheets, Removals and Utility Sheets, Roadway Plan Sheets, Roadway Profile Sheets, Drainage Plan and Profile Sheets, Signing and Striping Sheets, Retaining Wall Sheets – if needed, Geometric Control and Grading Sheets, Signal Sheets, Lighting and Electrical Sheets, Landscape and Aesthetic and Irrigation Sheets, Misc Detail Sheets.

An independent quality review will be performed on the 90% design.

Exclusions from the 90 Percent Design:

Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared, site reconstruction plans for adjacent properties will not be prepared, cross sections will not be prepared. Privacy wall design is not included in this scope.

#### **14.2 - 90% Cost Estimate and Technical Specifications**

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level. CONSULTANT will provide detailed technical specifications for the outline created at the 50% submittal, and any additional item as determined during the 90% design. Technical provisions will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. CONSULTANT will develop a proposed construction schedule to support the development of the technical specifications.

#### **14.3. 90% Design Submittal**

CONSULTANT will submit the 90 Percent Design as summarized:

RTC/City of Reno/Washoe County:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate (to RTC only)
- 1 Electronic Distribution of full version of Final Hydraulic Report; full version of Final Geotechnical Report, and Final Noise Study
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

#### **14.4 - 90% Design Review Comment Resolution**

CONSULTANT will prepare for and attend one in-person meeting with RTC, City of Reno, and Washoe County staff to discuss the 90% Design. CONSULTANT will consolidate and provide responses to the 90% Design plan review comments with the 100% Design deliverables.

#### **14.5 - 100% Design**

Incorporating agency comments from the 90% Design review, CONSULTANT will advance the design and prepare 100% Design plans, engineer's estimate, and technical specifications. CONSULTANT will submit 100% Design plans, specifications and engineer's estimate to RTC, City of Reno, Washoe County, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

An independent quality review will be performed on the 100% design.

#### **14.6 - 100% Cost Estimate and Technical Specifications**

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost and detailed technical specifications to the 100% design level.

#### **14.7 - 100 Percent Design Submittal**

CONSULTANT will submit the 100% Design as summarized:

RTC/City of Reno/Washoe County:

- 1 Electronic Distribution 11" x 17" 100% Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

#### **14.8 - 100% Design Review Comment Resolution**

CONSULTANT will prepare for and attend one in-person meeting with RTC, City of Reno, and Washoe County staff to discuss the 100% Design. CONSULTANT will consolidate and provide responses to the 90% Design plan review comments with the 100% Design deliverables.

#### **14.9 - Final Design**

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

### **15. BIDDING SERVICES**

#### **15.1 - Plan Set and Specification Distribution**

CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the ProcureWare system. CONSULTANT will issue and distribute the Conformed Set of Plans once the Contract for Construction has been awarded to the successful bidder.

#### **15.2 - 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.

#### **15.3 - Bid Opening**

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

### **PROJECT TEAM**

The project team assigned to this project include the following:

- Principal in Charge – Steven G. Moon, P.E.
- Group Manager/Project Manager – Camille Buehler, P.E., P.L.S.
- Geotechnical Engineer – Mitch Burns, P.E., CEM
- Survey Project Manager – Greg Phillips, P.L.S.
- Quality Assurance/Quality Control – Alex Greenblat, P.E. and Brian Harer





## **Exhibit B**

### Compensation



## Exhibit B - Amendment 1 Fee Summary

<b>Task No.</b>	<b>Task</b>	<b>Original Fee</b>	<b>Amendment 1 Fee</b>	<b>New Contract Total</b>
1	Project Management	\$80,130	\$126,670	\$206,800
2	Existing Conditions Investigation	\$89,045	\$84,460	\$173,505
3	Geotechnical Investigation	\$62,100	\$40,050	\$102,150
4	Traffic Study	\$83,740	\$0	\$83,740
5	Alternatives Analysis	\$105,110	\$0	\$105,110
6	Preliminary Design	\$125,420	-\$47,400	\$78,020
7	Drainage Study	\$24,660	\$93,470	\$118,130
8	Public and Agency Involvement	\$8,000	\$99,340	\$107,340
9	Design Contingency (Optional)	\$50,000	\$105,080	\$155,080
10	Right of Way Engineering Services		\$228,345	\$228,345
11	Noise Study		\$45,464	\$45,464
12	Electrical Design		\$93,970	\$93,970
13	50% Design		\$386,190	\$386,190
14	Final Design		\$860,760	\$860,760
15	Bidding Services		\$10,140	\$10,140
	<b>Total</b>	<b>\$ 628,205</b>	<b>\$ 2,126,539</b>	<b>\$ 2,754,744</b>

<b>Engineering</b>	<b>Per Hour</b>
Director	\$265
Group Manager	250
Senior Project Manager – Special Projects	245
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Hydrogeologist	175/185/195
Staff / Project / Senior Engineer	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Project / Senior Project Designer	145/155
Engineering Technician I / II / III	95/125/135
<b>Construction</b>	<b>Per Hour</b>
Director	\$265
Materials Engineering Manager	220
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Geotechnical Engineer	170/180/210
Construction Services Supervisor / Engineer	150/175
Assistant / Project / Senior Project Coordinator	135/160/170
Geotechnician	150
Inspector / Senior Inspector (includes nuclear gauge)	130/140
Construction Technician I / II / III	110/120/130
Materials Technician I / II / III (includes nuclear gauge)	100/110/120
<b>Surveying</b>	<b>Per Hour</b>
Director	\$265
Group Manager	250
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Surveyor	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Photogrammetrist / Photogrammetry Manager	145/165
Surveying Technician I / II / III	80/125/135
Party Chief	170
<b>Administrative &amp; Other Services</b>	<b>Per Hour</b>
Administrator	\$90
Clerical	80
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.75

**Invoices are due upon receipt and considered to be past due after 30 days.**  
**This fee schedule applies to services provided from January 1, 2023 until further notice.**

<b>Engineering</b>		<b>Per Hour</b>
Director		\$285
Group Manager		270
Senior Project Manager – Special Projects		250
Assistant / Project / Senior Project Manager		195/225/240
Staff / Project / Senior Hydrogeologist		180/195/205
Staff / Project / Senior Engineer		180/195/205
Assistant / Project / Senior Project Coordinator		140/175/185
Project / Senior Project Designer		155/165
Engineering Technician I / II / III		105/135/145
<b>Construction</b>		<b>Per Hour</b>
Director		\$285
Materials Engineering Manager		250
Assistant / Project / Senior Project Manager		195/225/240
Staff / Project / Senior Geotechnical Engineer		180/195/205
Construction Services Supervisor / Engineer		160/185
Assistant / Project / Senior Project Coordinator		140/175/185
Geotechnician		160
Inspector / Senior Inspector (includes nuclear gauge)		150/160
Construction Technician I / II / III		115/125/135
Materials Technician I / II / III (includes nuclear gauge)		105/115/125
Administrative Technician		85/95/105
<b>Surveying</b>		<b>Per Hour</b>
Director		\$285
Group Manager		270
Assistant / Project / Senior Project Manager		195/225/240
Staff / Project / Senior Surveyor		180/195/205
Assistant / Project / Senior Project Coordinator		140/175/185
Photogrammetrist / Photogrammetry Manager		155/180
GIS Analyst		135
Surveying Technician I / II / III		90/135/145
Party Chief		180
<b>Administrative &amp; Other Services</b>		<b>Per Hour</b>
Administrative Support		\$125
Copy & Print Services		Cost + 15%
Mileage (per mile)		0.75



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.4.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Interlocal Contract Agreement between the State of Nevada and the Regional Transportation Commission of Washoe County to provide ADA Paratransit Service for Medicaid Eligible Recipients**

### **RECOMMENDED ACTION**

Approve an Interlocal Contract Agreement with State of Nevada, Department of Health and Human Services (DHHS), the Division of Health Care Financing and Policy (DHCFP/Medicaid), to provide paratransit services for Medicaid eligible recipients, who are also paratransit eligible, in an amount not-to-exceed \$5,603,162.50.

### **BACKGROUND AND DISCUSSION**

The Department of Health and Human Services (DHHS), Division of Health Care Financing and Policy (DHCFP/Medicaid), assures the availability of Non-Emergency transportation (NET) services for their recipients traveling to and from medical appointments. DHCFP/Medicaid has been mandated to use the most cost-efficient transportation possible.

### **FISCAL IMPACT**

The DHCFP/Medicaid will reimburse RTC not to exceed \$5,603,162.50 effective from July 1, 2024 to June 30, 2028.

### **PREVIOUS BOARD ACTION**

9/16/2016      Approved the renewal of an Interlocal Contract agreement with State of Nevada, Department of Health and Human Services (DHHS), the Division of Health Care Financing and Policy (DHCFP/Medicaid), to provide paratransit services for Medicaid eligible recipients, who are also paratransit eligible.

CETS #:	28651
Agency Reference #:	

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	<b>Department of Health and Human Services Division of Health Care Financing and Policy</b>
Address:	<b>1100 E. William St., Suite 101</b>
City, State, Zip Code:	<b>Carson City, NV 89701</b>
Contact:	<b>Timothy Ryan, Certified Contract Manager</b>
Phone:	<b>(775) 684-3676 (main)</b>
Fax:	
Email:	<a href="mailto:dhcfppcu@dhcfp.nv.gov">dhcfppcu@dhcfp.nv.gov</a>

Public Entity #2:	<b>Regional Transportation Commission of Washoe County</b>
Address:	<b>1105 Terminal Way</b>
City, State, Zip Code:	<b>Reno, NV 89502</b>
Contact:	<b>James Gee</b>
Phone:	<b>775-335-0020</b>
Fax:	
Email:	<a href="mailto:jgee@rtcwashoe.com">jgee@rtcwashoe.com</a>

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

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

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

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

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



<b>CETS #:</b>	<b>28651</b>
<b>Agency Reference #:</b>	

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

Effective From:	July 1, 2024	To:	June 30, 2028
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	BUSINESS ASSOCIATE ADDENDUM

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

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

Total Contract Not to Exceed:	\$5,603,162.50
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

<b>CETS #:</b>	<b>28651</b>
<b>Agency Reference #:</b>	

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

<b>CETS #:</b>	<b>28651</b>
<b>Agency Reference #:</b>	

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
  - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in ***Section 6, Incorporated Documents***.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

<b>CETS #:</b>	<b>28651</b>
<b>Agency Reference #:</b>	

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

**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY**

\_\_\_\_\_  
Authorized Signature Date Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)  
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)**

\_\_\_\_\_  
Stacie Weeks, JD, MPH Date Administrator Title

**APPROVED BY BOARD OF EXAMINERS**

\_\_\_\_\_  
Signature – Board of Examiners  
On: \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General On: \_\_\_\_\_  
Date

**ATTACHMENT A  
SCOPE OF WORK**

**NON-EMERGENCY TRANSPORTATION  
CERTIFIED PUBLIC EXPENDITURES**

This Agreement between the Regional Transportation Commission (RTC) of Washoe County and the Division of Health Care Financing and Policy (DHCFP) provides funds for the state's share to support paratransit services for Medicaid eligible recipients.

RTC agrees to:

1. Provide paratransit services for Medicaid eligible paratransit recipients as described and limited to the conditions in the Nevada Medicaid State Plan, Attachment 3.1-A, Section 9, Medicaid Services Manual and this agreement between RTC and DHCFP. Services will be provided to Medicaid eligible recipients who have been assessed and deemed eligible for paratransit rides, and written documentation of those recipients will be provided to DHCFP monthly. Written documentation will include each Medicaid recipient's name, Medicaid number, number of eligible completed paratransit trips, date and time of the trip, location and destination of the trip, and the cost associated with providing the paratransit services.
2. Accept trip bookings from DHCFP's Non-Emergency Transportation (NET) broker, and keep those appointments, providing appropriate paratransit transportation for eligible Medicaid recipients to and from their medically necessary appointments.
3. Voluntarily transfer the non-federal share of the costs associated with said services to DHCFP. Payments made by RTC shall be derived from general tax revenues or other general revenues and shall not be derived from any other impermissible source of funding for the non-federal share such as recycled Medicaid payments, Federal dollars excluded from use as State match, and impermissible taxes.
4. The books, records, documents, financial statements and accounting, health care provider credentials, procedures, and practices of RTC or any subcontractor relevant to this Agreement shall be subject to inspection, examination and audit by DHCFP, the Attorney General of the State of Nevada, the State Legislative Auditor, the Comptroller General of the United States, Health Care Financing Administration, or any authorized or delegated representatives of these entities.
5. In the event that audit results in findings that the federal funds were obtained or paid incorrectly for any services provided under this Agreement, and those findings require repayment of such funds, RTC shall repay within 60 days of the findings. Repayment by RTC may be obtained through offset of future payments, by offset of other payments due to RTC from DHCFP.
6. The cost-based rate is calculated annually using the RTC annual operating budget and service utilization forecast and an applicable 10% indirect cost rate. RTC shall submit an annual operating budget and service utilization forecast to the Department of Taxation at least 60 days before the start of the next fiscal year. The budget forecast must reflect a projection for allowable, necessary, and proper direct cost in providing services. The cost-based rate is calculated as follows:

- a. Direct costs include the costs for fuel, tires, and subcontracted costs that are directly related in providing the non-emergency transportation services. These costs shall comply with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance.
  - b. Total direct costs (Item a) are reduced by any federal grant funds received for the same services to arrive at the net allowable direct costs.
  - c. Indirect costs are determined by applying a 10% indirect cost rate to the net allowable direct costs (Item b).
  - d. Net allowable costs is the sum of the net allowable direct costs (Item b) and indirect costs (Item c).
  - e. The cost-based rate is the net allowable costs (Item d) divided by the total forecasted transportation service utilization.
7. Pay upon receipt, the Inter-Governmental Transfer (IGT) invoice from DHCFP. Payment shall be received by DHCFP prior to DHCFP making the total computable payment to RTC. Once IGT is received from RTC, an audit of paratransit ride data will be performed by DHCFP to determine the Total Computable amount due to RTC. Any federal funds paid by DHCFP to RTC through DHCFP's NET broker during the contract term will be deducted from the Total Computable amount due to RTC.
  8. Accept DHCFP's reimbursement in full and to not bill, accept, or retain payments for any additional amount except as permitted by federal law for third party insurance billings.
  9. Be exclusively responsible for data supplied by RTC upon which claims are submitted, eligibility is determined, or payment is received on RTC's behalf. RTC agrees not to assign, transfer, or delegate any rights, obligations, or duties under this agreement without the prior written consent of DHCFP.

DHCFP agrees to:

1. Work with RTC and the federal government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of the Title XIX and Title XXI funds for allowable costs and services.
2. Provide RTC applicable guidance and documentation related to the utilization of Title XIX and Title XXI funding for paratransit activities.
3. Provide RTC data reports as required and/or requested by RTC.
4. Bill RTC an IGT amount calculated from reports from DHCFP's NET broker, which will track the rider count for the reporting time period.
5. Reimburse RTC upon receipt of accurate claims, the total computable amount which includes the current Federal Medical Assistance Percentage (FMAP) for Medicaid-eligible recipients receiving eligible paratransit services. The federal funds shall be passed to RTC after the non-federal share of the costs are transferred to DHCFP.

Both parties agree to:

1. All services rendered under this Agreement shall be provided in compliance with the Federal Civil Rights Act of 1964, and the American with Disabilities Act, as amended and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap. If RTC is found to be in non-compliance, RTC agrees to reimburse DHCFP for any repayment of funds and/or penalties that were provided under the terms of this contract.
2. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. As determined by DHCFP, in the event sufficient funds are not available for any reason, DHCFP shall not be obligated to make any payments to RTC under this Agreement. DHCFP will notify RTC of the insufficient funds upon making that decision. This provision is a condition precedent to DHCFP's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide RTC with a right of payment over any other entity. If payments which are otherwise due to RTC under this Agreement are deferred because of the unavailability of sufficient funds, such payments will be made to RTC if sufficient funds later become available.
3. Comply with all applicable local, state, and federal laws in carrying out the obligations of this Agreement, including all federal and state accounting procedures and requirements.
4. Agree that existing services to qualified individuals will be maintained in a manner to prevent the transfer of responsibility for services for such individuals from the State of Nevada to any other public agency in the state.

## ATTACHMENT B

### STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### BUSINESS ASSOCIATE ADDENDUM

BETWEEN

*The Division of Health Care Financing and Policy*  
Herein after referred to as the "Covered Entity"

and

*Regional Transportation Commission of Washoe County (RTC)*  
Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, the Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a Contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
  1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
  2. **Contract** shall refer to this Addendum and that particular contract to which this Addendum is made a part.
  3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.



4. **Parties** shall mean the Business Associate and the Covered Entity.

## II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
10. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
13. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
15. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

### III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:
  - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
  - b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
  - c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
  - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.
2. Prohibited Uses and Disclosures:
  - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
  - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

### IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

## V. TERM AND TERMINATION

1. **Effect of Termination:**
  - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
  - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
  - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.4.2

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Meadowood Mall Transit Station Relocation Project**

### **RECOMMENDED ACTION**

Approve a contract with NCE for architectural and engineering services for the Meadowood Mall Transit Station Relocation Project, in an amount not-to-exceed \$311,362.

### **BACKGROUND AND DISCUSSION**

The RTC's Meadowood Mall Transit Station facility currently sits on the Meadowood Mall property in the south parking lot of the Mall. This project is to study the feasibility to relocate and upgrade that facility to better serve the traveling public, drivers, the Mall, and the local community. The relocation will potentially move the facility to the east within the Mall property contingent upon Mall approval. Improvements could include eight (8) bus bays with shelters, restrooms for drivers, plug-in charging capability, real-time schedule information, seating for waiting passengers, and LED security lighting.

The RTC issued a Request for Qualifications (RFQ) in February 2023 for this project. Proposals were received by the RTC from two qualified firms.

A four-person proposal evaluation team consisting of RTC employees reviewed and ranked the proposal. The proposal was evaluated based on the criteria set forth in the RFQ:

- 25% Project Team Experience
- 30% Past Performance
- 30% Project Approach
- 10% Availability and Capacity of key personnel
- 5% Proximity of Project Team

Staff is recommending an award to NCE as being the most advantageous and of the best value to the RTC.

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## **FISCAL IMPACT**

Federal appropriations (80%) and local Sales Tax match (20%) for design and construction management of the station are included in the FY 2024 Budget for capital infrastructure.

## **PREVIOUS BOARD ACTION**

1/20/2023      Authorized 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.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of January 19, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and NCE (“CONSULTANT”).

**WITNESSETH:**

WHEREAS, RTC issued a Request for Qualifications for interested persons and firms to perform design services in connection with Meadowood Mall Transit Station Relocation Project; and

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

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

**ARTICLE 1 – TERM AND ENGAGEMENT**

- 1.1. The term of this Agreement shall be from the date first written above through August 23, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

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## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

## 2.7. ERRORS AND OMISSIONS

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

## ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1 to 4)	\$276,362.00
<u>Contingency</u>	<u>\$35,000.00</u>
Total Not-to-Exceed Amount	\$311,362.00

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

#### ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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- 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.

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

#### ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP  
Executive Director  
Ian Chamberlain  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: ichamberlain@rtcwashoe.com  
(775) 335-0023

CONSULTANT: Angela Hueftle, P.E.  
Principal, Project Manager  
NCE  
1855 S. Arlington Ave. Suite 111  
Reno, Nevada 89509  
Email: ahueftle@ncenet.com  
(775) 329-4955

#### ARTICLE 14 - DELAYS IN PERFORMANCE

##### 14.1. TIME IS OF THE ESSENCE

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

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

#### 14.2. UNAVOIDABLE DELAYS

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

#### 14.3. NOTIFICATION OF DELAYS

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

#### 14.4. REQUEST FOR EXTENSION

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

### ARTICLE 15 - GENERAL PROVISIONS

#### 15.1. SUCCESSORS AND ASSIGNS

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

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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.

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\*\*\*ARTICLE 16 - FEDERAL FORMS AND CLAUSES\*\*\*

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.
- 16.2. This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D.

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

NCE

By: \_\_\_\_\_  
Angela Hueftle, Principle

**Exhibit A**

Scope of Services

SAMPLE

## **EXHIBIT A**

### **SCOPE OF SERVICES** **FOR THE FEASIBILITY ANALYSIS AND CONCEPTUAL DESIGN OF** **MEADOWOOD MALL TRANSIT STATION RELOCATION PROJECT**

#### **SCOPE OF SERVICES**

CONSULTANT will provide architectural and engineering services for the Meadowood Mall Transit Station Relocation Project. The project will relocate the Meadowood Mall Transit Station to another location on the Meadowood Mall property. Project limits are anticipated to include approximately 2.0 acres northwest of and adjacent to the intersection of Neil Lane and Meadowood Mall Circle. Anticipated improvements include eight (8) bus bays with shelters, restrooms for drivers, maintenance building, plug-in charging capability, real-time schedule information, seating for waiting passengers, and LED security lighting. The scope of services will consist of the following tasks:

#### **1.0 Project Management**

CONSULTANT'S Project Manager will serve as RTC's single point of contact on the contract and will provide project management for the duration of services rendered for 8 months, commencing approximately December 2023. Project management includes project setup and administration, staff planning, coordination with RTC project manager, management of subconsultants, Quality Assurance and Quality Control (QA/QC), monthly progress reporting and invoicing, monthly budgeting, scheduling, document control, risk management, and project closeout.

#### **1.1 Team and Project Management**

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

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

CONSULTANT will develop and maintain a project specific Project Management Plan that will serve as a roadmap for project delivery. This plan will summarize project implementation, quality assurance / quality control (QA/QC), and communication.

CONSULTANT will prepare and submit the project schedule to the RTC Project Manager for review and approval. The approved schedule will be the baseline schedule for the project. The schedule will be prepared in Microsoft Project in the form of a Gantt chart and show a deliverables schedule, critical path items of work, and other relevant data needed to manage the work. Schedule submittals will be provided in PDF format. The

CONSULTANT will maintain the project schedule to track project progress and will update the schedule as needed.

## 1.2 Project Coordination

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

CONSULTANT will hold a project kickoff meeting with RTC staff. Six transit coordination meetings or technical meetings are assumed.

## 1.3 Quality Assurance and Quality Control

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

## 2.0 Site Layout Planning and Feasibility

### 2.1 Site Feasibility Analysis

CONSULTANT will evaluate the feasibility of the proposed site near Neil Lane for meeting RTC operational needs and constructability. This assessment will identify the number and width of bus lanes needed to serve the station, required width and length of the platform to accommodate ADA accessibility and amenities, and utilities required for the site, station, and bathroom including water, sewer, lighting, communications, and bus charging.

To assess the feasibility of the proposed site, CONSULTANT will work with RTC to identify operational concerns with the existing facility and define priorities for the proposed site. Aspects of the facility to be considered will include: number of bays required (active and layover, as well as EV charging) currently and to accommodate future service; the design vehicles; straight or sawtooth curb configuration; length of the boarding area; shelter size, function and appearance; elements such as lighting that enhance rider safety and comfort; operator restroom facility; technology integration, such as real-time information; waste receptacles; information kiosk; public art, landscaping, and site furniture like benches. LiDAR will be used to identify current pedestrian volumes and paths of travel at the existing Meadowood site. We propose a transit customer survey to gather input about the existing facility and priorities for a new transfer center.

This evaluation will assess utilities in the vicinity (located as part of Task 3.2) including water, sewer, site lighting, station lighting, bathroom lighting, communications, and EV charging utility needs, evaluate the operations of the buses to minimize conflicts with the existing parking lot and other vehicles, and ensure there are clear and accessible pedestrian routes to and from the facility. A preliminary photometric analysis will be completed for

the site area lighting, station lighting, pedestrian walkway lighting and interior restroom lighting. CONSULTANT will assess the space on site, the power feed access points, and pathway needed/other specification/utilities to support two 125kW charging stations.

Using AutoTURN design software, CONSULTANT will model the turning movements of RTC's vehicles through the site to assure the facility will operate efficiently. AutoTURN can be conservative. If the proposed site is determined to be insufficient to meet operational needs, CONSULTANT will explore an alternative candidate site for consideration. If needed, CONSULTANT will analyze up to one alternative site, including utilities, size, configuration, access, proximity to ridership sources, property ownership, and compatibility with mall land use plans.

A feasibility analysis technical memo will be developed to document the suitability of the proposed site. If it is determined to be insufficient to meet operational needs, the report will include an alternatives analysis of other candidate sites and a recommended location.

## 2.2 Development of Site Design Concepts

Once the site location has been finalized, CONSULTANT will work with RTC to develop up to three site concept options. The options may reflect different site configurations, structure styles, and pedestrian connectivity. The concepts are anticipated to include a single canopy structure that covers the entire seating area, with benches/seating to accommodate expanding ridership. The station will include a bathroom building for transit driver use.

CONSULTANT will work with RTC and other partners to determine the required site elements and the desired station attributes, including ADA accessibility, utilities to accommodate bus charging and bathroom facility needs, landscaping, efficient bus maneuverability, adequate seating for growing ridership, protection from harsh weather conditions for passengers, clear wayfinding for sighted and visually impaired customers, real-time travel information, and lighting to accommodate safety needs.

Desired attributes to consider may include pavement treatments, iconic design features, public art, masking or wrapping (branding) bus charging equipment, and trees or other landscape features. Alternatives will be screened and evaluated based on meeting the purpose and need for the project, feasibility, and cost of construction and operations/maintenance.

CONSULTANT will lead a kickoff meeting with RTC for initial input on the architecture of the canopy and restroom building. The kickoff meeting will set the basis of design and goals for the architecture. CONSULTANT will prepare up to three alternatives for the canopy and restroom building and will develop plans, elevations, and conceptual renderings for each alternative. The alternatives will be presented to RTC in a workshop to evaluate each alternative and progress towards a preferred alternative. The recommended alternative will be presented to stakeholders for feedback and developed into the preferred alternative.

A site plan will be developed to illustrate how vehicles will flow through the facility. It will also include utility connections and recommended bicycle and pedestrian facility improvements to provide safer connections to Meadowood Mall, TMCC, and surrounding residential areas.

CONSULTANT will identify multimodal improvements to provide bicycle and pedestrian connections to key ridership destinations: Meadowood Mall, TMCC, and neighboring apartment buildings. LiDAR pedestrian counts may be used to identify existing travel demand at the current site.

CONSULTANT will develop rough order of magnitude construction cost estimates for up to three concepts.

### 2.3 Site Design Concept Technical Memo

CONSULTANT will develop a report to describe RTC's site requirements, desired design elements, alternatives considered, recommended site concept, and preferred alternative cost estimate.

#### Deliverables:

1. Site feasibility analysis technical memo
2. Site design concept technical memo
3. Renderings of up to 3 canopy and restroom alternatives
4. Preferred alternative conceptual plans, elevations, and rendering

## 3.0 Investigation of Existing Conditions

### 3.1 Topographic Survey

CONSULTANT will provide boundary resolution and topographic mapping services associated with the Project. CONSULTANT will utilize the Washoe County Assessor & Recorder's on-line database to conduct records research and obtain current documentation and mapping regarding the project site's parent parcel, APN 025-372-29. The parcel is Parcel 1 of the Official Plat for Meadowood Regional Retail Development Subdivision, Tract Map No. 1663, File No. 475753, recorded in the office of the Washoe County Recorder on July 14, 1977. CONSULTANT will search for existing property corners for the subject parcel to resolve the property's boundaries.

CONSULTANT will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum with the combination factor of 1.000197939 and the Reno Vertical Control System based on the North American Vertical Datum (NAVD 88) vertical datum. CONSULTANT will utilize the survey control network to conduct a topographic survey of the 2.0 +/- acre project site. The survey will consist of gathering survey data associated with ground topography and drainage features, existing improvements, evidence of existing utilities, planometrics (buildings, fences, etc.), and any other pertinent physical features as determined applicable.



CONSULTANT will utilize record information and the data gathered in the field to prepare a digital base map for the project site. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations, parcel boundaries, adjacent half street improvements, easements and right-of-ways, existing site improvements, and evidence of existing utility services (i.e., existing telephone or power, water, storm drain, and sanitary sewer infrastructure).

### 3.2 Utility Investigation and Coordination

- a. Initial Utility Investigation: CONSULTANT will investigate all subsurface utilities within the proposed area of improvements, roadway right-of-way, and adjacent areas that may be affected by the project in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. CONSULTANT will utilize private utility location services to identify the utilities on private property within the project area. CONSULTANT will contact each utility owner within the project area to request mapping. Utility company drawings and the results of the private utility locating will be utilized in conjunction with the survey field information to map underground infrastructure. Deliverable will include depiction of all underground utilities within the project area, roadway right-of-way, and adjacent areas that may be affected by the project on the conceptual plans. .
- b. Utility Coordination: Based on field investigation, CONSULTANT will provide RTC with a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

CONSULTANT will coordinate power, water, and sewer project demands with NV Energy, TMWA, and City of Reno as preliminary and final design progresses. 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 six (6) utility coordination meeting will be held.

CONSULTANT will distribute design review submittals (30%, 60%, 90%, and 100%) to utility agencies for review and comment and provide RTC with a list of utility agencies provided design review submittals and Utility Agency review comments.

#### Deliverables:

- 1.0 Topographic survey base map

## **4.0 Right of Way Engineering**

### **4.1 Preliminary Title Report**

CONSULTANT will obtain up to one (1) preliminary title report including exceptions and updates. CONSULTANT will review the assessor parcel map, address, and owner information within the title report and verify the document links within the title report are correct and functioning. CONSULTANT will coordinate necessary revisions to the preliminary title reports with the title company. CONSULTANT will deliver the electronic preliminary title report to RTC. CONSULTANT assumes one update to the (1) title report will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated title report to RTC.

### **4.2 Legal Descriptions**

It is estimated that one (1) permanent easement, one (1) temporary construction easement, three (3) public utility easements, and one (1) permission to construct on one property will be required for construction of transit and utility improvements. CONSULTANT will review the title report for an estimated one (1) subject parcel to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will review County records to obtain deeds and other record data related to the subject parcel. CONSULTANT will update the digital boundary base map compiled under Task 3.1 with the items identified within the preliminary title report.

CONSULTANT will utilize the boundary base map to prepare up to five (5) legal descriptions and exhibit figures.

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

### **4.3 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.

### **4.4 Right-of-Way Map**

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

Deliverables:

1. Preliminary title report and updated vesting deeds
2. Right-of-way setting meeting agenda and summary
3. Right-of-way summary
4. Right-of-way map
5. Legal descriptions and exhibits
6. Permission to construct exhibits

## **5.0 Design Contingency (Optional)**

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1.0 to 4.0. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Geotechnical investigation, drainage analysis, environmental services, public outreach, preliminary and final design, bidding services, and permitting are optional tasks. A detailed scope of services, schedule, and cost proposal will be provided upon completion of the feasibility analysis and conceptual design.

## **PRELIMINARY PROJECT SCHEDULE**

<b>Meadowood Mall Transit Station Relocation Project</b>			
Task Name	Duration	Start	Finish
Notice to Proceed	1 day	Fri 12/22/23	Fri 12/22/23
<b>Project Management</b>	<b>169 days</b>	<b>Tue 1/2/24</b>	<b>Fri 8/23/24</b>
Subconsultant Agreements	14 days	Tue 1/2/24	Fri 1/19/24
Project Coordination	169 days	Tue 1/2/24	Fri 8/23/24
<b>Site Layout Planning and Feasibility</b>	<b>125 days</b>	<b>Mon 1/22/24</b>	<b>Fri 7/12/24</b>
Site Feasibility Analysis	95 days	Mon 1/22/24	Fri 5/31/24
Development of Site Design Concepts	60 days	Mon 3/25/24	Fri 6/14/24
Site Design Concept Technical Memo	20 days	Mon 6/17/24	Fri 7/12/24
<b>Investigation of Existing Conditions</b>	<b>155 days</b>	<b>Mon 1/22/24</b>	<b>Fri 8/23/24</b>
Topographic Survey	20 days	Mon 3/25/24	Fri 4/19/24
Initial Utility Investigation	20 days	Mon 1/22/24	Fri 2/16/24
Utility Coordination	155 days	Mon 1/22/24	Fri 8/23/24

**Exhibit B**

Compensation

SAMPLE

**ATTACHMENT B**  
**Fee Proposal for the**  
**Meadowood Mall Transit Station Relocation Project**

Task No.	Description	Principal	Associate	Project I	Senior Designer/ Landscape Designer	CAD Designer	Staff I	Senior Construction Manager	Clerical	Expenses	Subconsultant	Totals
	Hourly Rate	\$310.00	\$245.00	\$180.00	\$170.00	\$150.00	\$155.00	\$160.00	\$105.00			
<b>1</b>	<b>Project Management</b>	<b>4</b>	<b>142</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>			<b>174</b>
1	Team and Project Management		110						28	\$200		\$30,090.00
2	Project Coordination		32							\$150		\$7,990.00
3	Quality Assurance and Quality Control	4										\$1,240.00
	<b>Subtotal Fees</b>	<b>\$1,240.00</b>	<b>\$34,790.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,940.00</b>	<b>\$350.00</b>	<b>\$0.00</b>	<b>\$39,320.00</b>
<b>2</b>	<b>Site Layout Planning and Feasibility</b>	<b>6</b>	<b>0</b>	<b>66</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>148</b>
1	Site Feasibility Analysis	4		48	32					\$50.00	\$47,270.00	\$62,640.00
2	Development of Site Design Concepts	2		12	40						\$68,200.00	\$77,780.00
3	Site Design Concept Technical Memo			6	4						\$26,922.00	\$28,682.00
	<b>Subtotal Fees</b>	<b>\$1,860.00</b>	<b>\$0.00</b>	<b>\$11,880.00</b>	<b>\$12,920.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50.00</b>	<b>\$142,392.00</b>	<b>\$169,102.00</b>
<b>3</b>	<b>Investigation of Existing Conditions</b>	<b>13</b>	<b>0</b>	<b>116</b>	<b>0</b>	<b>8</b>	<b>44</b>	<b>12</b>	<b>0</b>			<b>193</b>
1	Topographic Survey					8					\$13,600.00	\$14,800.00
2a	Utility Investigation	1		12			16	12		\$50.00	\$1,500.00	\$8,420.00
2b	Utility Coordination	12		104			28			\$50.00		\$26,830.00
	<b>Subtotal Fees</b>	<b>\$4,030.00</b>	<b>\$0.00</b>	<b>\$20,880.00</b>	<b>\$0.00</b>	<b>\$1,200.00</b>	<b>\$6,820.00</b>	<b>\$1,920.00</b>	<b>\$0.00</b>	<b>\$100.00</b>	<b>\$15,100.00</b>	<b>\$50,050.00</b>
<b>4</b>	<b>Right of Way Engineering (Optional)</b>	<b>4</b>	<b>0</b>	<b>22</b>	<b>24</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>68</b>
1	Preliminary Title Report			2						\$1,500.00		\$1,860.00
2	Legal Descriptions	1		4	16	6				\$50.00	\$4,300.00	\$9,000.00
3	Right-of-Way Setting	2		12	6					\$30.00		\$3,830.00
4	Right-of-Way Map	1		4	2	12				\$30.00		\$3,200.00
	<b>Subtotal Fees</b>	<b>\$1,240.00</b>	<b>\$0.00</b>	<b>\$3,960.00</b>	<b>\$4,080.00</b>	<b>\$2,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,610.00</b>	<b>\$4,300.00</b>	<b>\$17,890.00</b>
<b>5</b>	<b>Design Contingency (Optional)</b>											<b>\$35,000.00</b>
	<b>Total Fees</b>	<b>\$8,370.00</b>	<b>\$34,790.00</b>	<b>\$36,720.00</b>	<b>\$17,000.00</b>	<b>\$3,900.00</b>	<b>\$6,820.00</b>	<b>\$1,920.00</b>	<b>\$2,940.00</b>	<b>\$2,110.00</b>	<b>\$161,792.00</b>	<b>\$311,362.00</b>

**Exhibit C**

Insurance

SAMPLE

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

2022-07-08 Version

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

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



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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

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

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

## **9. OTHER CONDITIONS**

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

### **13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**

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

## **Exhibit D**

### FTA Required Clauses

SAMPLE

## Exhibit D

### **FTA REQUIRED CLAUSES**

#### **1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]**

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

#### **4 - FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

#### **5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]**

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

#### **6 - CIVIL RIGHTS LAWS AND REGULATIONS**

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:



A. Nondiscrimination in Federal Public Transportation Programs:

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not

- limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- D. Nondiscrimination on the Basis of Sex:  
Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.
- E. Nondiscrimination on the Basis of Age:  
In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.
- F. Nondiscrimination on the Basis of Disability:  
In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.
- G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:  
To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.
- H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

## **7 - INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

## **8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]**

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

## **9 - 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 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]**

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
  - 1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
  - 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
  - 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1)

written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.

- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

**17 - 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.

**18 - 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 top 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.

**19 - 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.

**20 - 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.

**21 - FLOOD INSURANCE REQUIREMENT**

Contractor shall comply with flood insurance laws and guidance as follows:

- A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.
- B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
- C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.

**22 - 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.

**23 - PATENT RIGHTS AND RIGHTS IN DATA** [2 C.F.R. part 200, Appendix II (F); 37 C.F.R. part 401]

- A. Contractor agrees that the use of any data produced or delivered under the terms of the Agreement including, but not limited to, engineering drawings and associated lists, specifications, process sheets and technical reports, shall be governed by the provisions of 35 U.S.C. § 200 et seq., the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the

Federal Transit Administration. In addition, Contractor agrees that it will not publish such data without the written consent of the RTC and, if appropriate, the Federal Government.

- B. Contractor agrees that the Federal Government may acquire patent rights when Contractor produces a patented or patentable invention, improvement, or discovery under this Agreement. The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with Federal assistance. When a patent is issued or patented information becomes available as described in this subsection, Contractor shall notify the RTC immediately and provide a detailed report satisfactory to the RTC and the Federal Government. Contractor's rights and responsibilities in the federally assisted invention, improvement, or discovery will be determined as provided in applicable Federal laws, regulations, requirements, and guidance.

**24 - SUBSTANCE ABUSE REQUIREMENTS** [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Nevada, or the RTC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports to the RTC. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.4.3

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Replacement of Obsolete Security Electronic Boards at each of the RTC Facilities**

### **RECOMMENDED ACTION**

Approve a contract with RFI Enterprises, Inc., for the Security Electronic Board replacement of existing AMAG controllers at each of the RTC facilities, for a total not-to-exceed amount of \$199,560.54.

### **BACKGROUND AND DISCUSSION**

This is a sole source procurement for the required replacement of obsolete security access control boards (i.e. AMAG controllers) at each of the RTC facilities. RFI services RTC's security system for our transit operations. RFI will interface the new boards into the current system to ensure the smooth operation of the security functions. RFI is the local dealer for AMAG, and is the only vendor that can program the AMAG controllers for proper functioning.

### **FISCAL IMPACT**

Federal Funding (80%) and Local Sales Tax match (20%) appropriations are included in the FY2024 capital budget for this action.

### **PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## AGREEMENT FOR GOODS AND SERVICES

### Security Electronic Board Replacement

This agreement ("Agreement") is dated and effective as of February 16, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC") and RFI Enterprises, Inc. ("Contractor").

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on January 30, 2025.
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A.
3. **Time for Performance.** The work shall be completed by January 30, 2025 at the latest.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, the pricing and fee schedule attached as Exhibit B.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
6. **Invoices/Payment.** Contractor shall submit invoices to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com). RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
7. **Legal/Regulatory Compliance.**
  - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
  - b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes and federal Davis Bacon wages as referenced in Exhibit D paragraph 16.
8. **Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor shall not commence any work or permit any

employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

**9. Indemnification.** Contractor's obligations are set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

**10. Termination.**

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

**11. Rights, Remedies and Disputes**

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
  - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
  - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
  - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
  - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**12. Warranty.** If within 1 year from the date of acceptance of installation the equipment fails due to a defect in material or workmanship, Contractor will repair or replace it, at its sole option and expense, free of charge to RTC. This limited warranty only applies to RTC and is not

transferrable. This limited warranty is in addition to other implied warranties, including the warranty of merchantability and the warranty of fitness for a particular use.

**13. Ownership of Work.** Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by Contractor in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

**14. Records.** Contractor will permit RTC access to any books, documents, papers and records of Contractor pertaining to this Agreement, and shall maintain such records for a period of not less than three years.

**15. Exhibits.** The exhibits to this Agreement, and any additional terms and conditions specified therein, are a material part hereof and are incorporated by reference as though fully set forth herein.

**16. Exclusive Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any prior verbal or written statements or agreements between the parties.

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

**18. No Assignment.** Contractor shall not assign, sublease, or transfer this Agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, subleasee, or transferee shall acquire no right or interest by reason thereof.

**19. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

**20. Venue.** Any lawsuit brought to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Nevada, County of Washoe appropriate court in the State of Nevada.

**21. 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.

**22. Certification Required by Nevada Senate Bill 27 (2017).** Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

**23. Federal Clauses.** This Agreement is funded, in whole or in part, with federal funds. As a condition for receiving payment under this Agreement, Contractor agrees to comply with any and all applicable federal clauses attached as Exhibit D, and those clauses are incorporated herein by reference.

REGIONAL TRANSPORTATION  
COMMISSION OF WASHOE COUNTY

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

RFI Enterprises, Inc.

BY: \_\_\_\_\_  
Dee Ann Harn, General Manager



## Exhibit A Scope of Work

SAMPLE

## SCOPE OF WORK

RFI will provide and install following equipment and services

- 1.) Replace existing AMAG controller, enclosures and power supplies with new at each of the following facilities:
  - Centennial Plaza
  - Terminal Way
  - Villanova
  - 4th Street Station
  - Sutro
- 2.) Rewire all points from existing to new
- 3.) Reprogram all wired points
- 4.) Test and Commission installed hardware for proper operation

### Centennial Plaza

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- 3 Altronix**  
AL600ULX W/ACM8 PWR CNT W/CRBK
- 1 AMAG Technology**  
Symmetry M2150 16 Reader IP Pack - 8DBC+8DC, CAB5, PSU-6 Power, 2x WIM8, NIC, TRANS-150-UL, 2x MN-CAB-FIX
- 1 AMAG Technology**  
Symmetry M2150 8 Reader IP Pack - 8DBC Panel, CAB3A Enclosure, PSU-KIT Power, WIM8, NIC, TRANS-75-UL
- 1 AMAG Technology**  
Symmetry M2150 8 Input/4 Output Module - (NOTE: Max combined AC8/4 and OC4/8 modules for M2150 family: 8DC, 8DBC: Max 1; 4DC, 4DBC: max 2; 2DC, 2DBC: max 1; Not applicable for EN-1DBC, EN-2DBC, or any DBU)
- 1 AMAG Technology**  
Symmetry M2150 4 Input/8 Output Module - (NOTE: Maximum 1 option board per 8DBC controller)

### Terminal Way

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- 4 Altronix**  
AL600ULX W/ACM8 PWR CNT W/CRBK
- 2 AMAG Technology**  
Symmetry M2150 16 Reader IP Pack - 8DBC+8DC, CAB5, PSU-6 Power, 2x WIM8, NIC, TRANS-150-UL, 2x MN-CAB-FIX

**1 AMAG Technology**

Symmetry M2150 8 Input/4 Output Module - (NOTE: Max combined AC8/4 and OC4/8 modules for M2150 family: 8DC, 8DBC: Max 1; 4DC, 4DBC: max 2; 2DC, 2DBC: max 1; Not applicable for EN-1DBC, EN-2DBC, or any DBU)

**1 AMAG Technology**

Symmetry M2150 4 Input/8 Output Module - (NOTE: Maximum 1 option board per 8DBC controller)

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**Villanova**

**3 Altronix**

AL600ULX W/ACM8 PWR CNT W/CRBK

**1 AMAG Technology**

Symmetry M2150 16 Reader IP Pack - 8DBC+8DC, CAB5, PSU-6 Power, 2x WIM8, NIC, TRANS-150-UL, 2x MN-CAB-FIX

**1 AMAG Technology**

Symmetry M2150 8 Reader IP Pack - 8DBC Panel, CAB3A Enclosure, PSU-KIT Power, WIM8, NIC, TRANS-75-UL

**1 AMAG Technology**

Symmetry M2150 8 Input/4 Output Module - (NOTE: Max combined AC8/4 and OC4/8 modules for M2150 family: 8DC, 8DBC: Max 1; 4DC, 4DBC: max 2; 2DC, 2DBC: max 1; Not applicable for EN-1DBC, EN-2DBC, or any DBU)

**1 AMAG Technology**

Symmetry M2150 4 Input/8 Output Module - (NOTE: Maximum 1 option board per 8DBC controller)

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**4th Street Station**

**4 Altronix**

AL600ULX W/ACM8 PWR CNT W/CRBK

**2 AMAG Technology**

Symmetry M2150 16 Reader IP Pack - 8DBC+8DC, CAB5, PSU-6 Power, 2x WIM8, NIC, TRANS-150-UL, 2x MN-CAB-FIX

**2 AMAG Technology**

Symmetry M2150 8 Input/4 Output Module - (NOTE: Max combined AC8/4 and OC4/8 modules for M2150 family: 8DC, 8DBC: Max 1; 4DC, 4DBC: max 2; 2DC, 2DBC: max 1; Not applicable for EN-1DBC, EN-2DBC, or any DBU)

**2 AMAG Technology**

Symmetry M2150 4 Input/8 Output Module - (NOTE: Maximum 1 option board per 8DBC controller)

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**Sutro**

- 3     **Altronix**  
AL600ULX W/ACM8 PWR CNT W/CRBK
- 1     **AMAG Technology**  
Symmetry M2150 16 Reader IP Pack - 8DBC+8DC, CAB5, PSU-6 Power, 2x WIM8, NIC, TRANS-150-UL, 2x MN-CAB-FIX
- 1     **AMAG Technology**  
Symmetry M2150 8 Reader IP Pack - 8DBC Panel, CAB3A Enclosure, PSU-KIT Power, WIM8, NIC, TRANS-75-UL
- 1     **AMAG Technology**  
Symmetry M2150 8 Input/4 Output Module - (NOTE: Max combined AC8/4 and OC4/8 modules for M2150 family: 8DC, 8DBC: Max 1; 4DC, 4DBC: max 2; 2DC, 2DBC: max 1; Not applicable for EN-1DBC, EN-2DBC, or any DBU)
- 1     **AMAG Technology**  
Symmetry M2150 4 Input/8 Output Module - (NOTE: Maximum 1 option board per 8DBC controller)

## Project Expenses

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- 1     **RFI**  
Shipping & Handling

# Exhibit B

## Compensation

Equipment \$91,030.57

Labor \$108,529.97

Schedule Of Value:			
Qty.	Description	Unit Price	Ext Price
7	Symmetry M2150 16 Reader IP Pack - 8DBC+8DC, CAB5, PSU-6 Power, 2x WIM8, NIC, TRANS-150-UL, 2x MN-CAB-FIX	\$8,289.18	\$58,024.26
3	Symmetry M2150 8 Reader IP Pack - 8DBC Panel, CAB3A Enclosure, PSU-KIT Power, WIM8, NIC, TRANS-75-UL	\$5,002.03	\$15,006.10
6	Symmetry M2150 8 Input/4 Output Module	\$311.28	\$1,867.70
6	Symmetry M2150 4 Input/8 Output Module - (NOTE: Maximum 1 option board per 8DBC controller)	\$303.36	\$1,820.16
17	AL600ULX W/ACM8 PWR CNT W/CRBK	\$545.59	\$9,275.10
1	Connectors, Anchors and Consumables		\$5,037.27
657.8	Installation, Rewiring System Cabling, Programming, Testing and Documentation Labor	\$165.00	\$108,529.97
			\$199,560.54

Not to Exceed \$199,560.54

RTC will pay as invoiced on a monthly basis for completed and inspected work.

## Exhibit C

### INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

2022-03-09 Version

#### **1. INTRODUCTION**

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

#### **2. INDEMNIFICATION**

CONTRACTOR agrees to defend save and hold harmless and fully indemnify RTC, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any breach of duty, neglect, or negligent error, misstatement, misleading statement or omission committed in the conduct of CONTRACTOR'S profession by CONTRACTOR, its employees, agents, officers, directors, Subs (as that term is defined below) , or anyone else for which CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, subs, or anyone else for which CONTRACTOR is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component, or other deliverable (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONTRACTOR.

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

If the Indemnitees are involved in defending actions, CONTRACTOR shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

If an Indemnatee is found to be liable in the proceeding, then CONTRACTOR'S obligation here under shall be limited to the proportional share of the liability attributed to CONTRACTOR.

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

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

### **5. NOTICE OF CANCELLATION**

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

### **6. SUBCONTRACTORS & SUBCONSULTANTS**

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate

liability coverages and limits, each shall include the RTC, as additional insureds under its commercial general liability policy subject to the same requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

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

## **9. MISCELLANEOUS CONDITIONS**

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain



such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

## **10. COMMERCIAL GENERAL LIABILITY**

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

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

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

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

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

**Continuing Completed Operations Liability Insurance.** CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

**Waiver of Subrogation.** CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

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

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

## **13. NETWORK SECURITY AND PRIVACY LIABILITY**

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

## **Exhibit D**

### **FTA REQUIRED CLAUSES**

#### **1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further

agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**3 - ACCESS TO RECORDS AND REPORTS** [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

**4 - FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

**5 - ENERGY CONSERVATION** [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

## 6 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

### A. Nondiscrimination in Federal Public Transportation Programs:

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

### B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

### C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive

Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C.

§ 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

## **7 - INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

## **8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]**

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban



text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

## **9 - 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 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]**

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
  - 1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
  - 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or

- an agency whose DBE certification process has received Federal Transit Administration approval; or
3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.

**15 - BUY AMERICA** [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11.

The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

#### **16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE**

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### **17 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-CONSTRUCTION**

- A. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- B. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such

individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by this clause.

- C. The Federal Transit Administration shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- D. In any subcontracts, Contractor and its subcontractors shall insert the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Agreement.

SAMPLE



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.4.4

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Marathon Finishing Systems, Inc. Amendment #1**

### **RECOMMENDED ACTION**

Approve Amendment #1 to the contract with Marathon Finishing Systems, Inc. for Phase 2 installation services to complete the installation of the hydrogen fuel cell service bay at RTC's 1301 East 6th Street facility in the amount of \$527,705, for a new total not-to-exceed amount of \$795,804.58.

### **BACKGROUND AND DISCUSSION**

In February 2023, the Board approved a project to modify the existing maintenance structure located at 1301 East Sixth Street for the installation of a Hydrogen Fueled Service Bay in support of the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project. Phase 1 of the project design is nearing completion. With Board approval of Amendment #1, Marathon will begin the Installation Services Phase 2 in February 2024, with project completion scheduled for summer 2024.

The item supports the FY2024 RTC Goal, "Complete implementation of hydrogen fueling infrastructure."

### **FISCAL IMPACT**

Federal Funding (80%) and Local Sales Tax match (20%) appropriations are included in the FY2024 capital budget for this action.

### **PREVIOUS BOARD ACTION**

2/24/2023      Approved 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.

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## AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Marathon Finishing Services (“Contractor”) entered into an agreement dated March 2, 2023 (the “Agreement”). This Amendment No. 1 is dated and effective as of January 19, 2024.

### RECITALS

**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**, the Agreement included reference to construction services in the Scope of Work as Attachment A; and

**WHEREAS**, the Agreement the parties entered into included references to Nevada Revised Statutes and the Apprenticeship Utilization Act; 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. Article 3. The Contract Sum is replaced in its entirety as follows:
  - a. 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 \$795,804.58 includes all work and materials to perform the basic scope of work as defined in Article 1.
2. Article 7. Prevailing Wage is replaced in its entirety as follows:

**Article 7. Davis Bacon.** This is a federally funded contract to which contractor is required to follow federal clauses as set forth in Attachment C.

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](mailto: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](mailto:wagecomplyrtc@trifoxllc.com). An electronic copy of the “Weekly Subcontractor Report” in Microsoft Excel can be obtained from RTC’s project manager.

3. Article 8. Apprentice Utilization Act is replaced in its entirety as follows:

**Article 8. Apprentice Utilization Act.** Contractors and subcontractors are required to comply with NRS 338.01165(7).

4. Article 11. Miscellaneous Provisions is replaced in its entirety as follows:

**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.

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.

5. Attachment A: Scope of Services is replaced in its entirety with the version of Attachment A: Scope of Services, clearly delineating the Design and Installation Scope and the Construction Services Scope, as attached hereto.
6. All other provisions of the Agreement shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

MARATHON FINISHING SYSTEMS, INC.

By: \_\_\_\_\_  
Christian Rerucha, President/CEO

SAMPLE

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **DESIGN AND INSTALLATION SCOPE**

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 #11. Below, and the Cost Breakdown is in Exhibit B.

Marathon Finishing Services (MFS) Hydrogen Fueled Service Bay (H2SB) proposed project will be executed in 9 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 installation 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 installation.

## **8. Project Management**

Marathon finishing services will supply a project manager to attend a pre-bid walk-through meeting on site to review the project installation documents.

- Marathon Finishing Services PM will coordinate and review the project's progress and provide a quarterly report with the owner's representatives and contractors.

- Marathon Finishing Services project manager will attend up to 4 conference calls during the installation phase to coordinate and review the project's progress with the owner's representatives and contractors.

- Marathon Finishing Services will provide one site visit by MEP engineers during the installation phase to review the installations for general compliance with the installation documents and generate a final punch list prior to the end of the installation 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.

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## 10. Optional additional scope items

Marathon finishing services will provide design services 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.

## 11. Schedule

- We will deliver complete, professionally stamped final 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

## INSTALLATION PHASE 2 SERVICES

Upon completion of approved final design, Marathon Finishing Services will accomplish the following installation phase 2 services for \$527,705.00, on a payment basis. The timeline for this phase is after the scope of services in #11 above, and the Cost Breakdown is in Exhibit B marked as Installation Phase 2 Services Cost.

The scope of which includes 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, as follows:

This proposal is in accordance with the Structural Drawings Sheets G000, S001, S101 and S301 all dated 2023-03-15 as prepared by Rimkus and Revised Drawings Sheets G0.00, G0.01, M3.01, M3.02, M7.00, E0.00, E2.00, E3.00, E4.00, E5.00, E6.00, E7.00 all dated 06.13.2023 as prepared by Commercial Construction Consulting, LLC and the following scope of work.

### 1. General Conditions:

- Project management
- Supervision
- Liability insurance



**2. Concrete & AC Sawcut / Demo / Ex & Bf / Dowel / Pour Back / AC Patch:**

- Sawcut and demo the existing concrete floor slab, excavate and haul off spoils, backfill with structural fill material, compact backfill, edge dowel and set reinforcing steel, set, place and finish 4,000 psi concrete slab.
- Size of slab to be sawcut and poured is 65'-2" x 16'-0", in accordance with sheet S101
- Sawcut and demo approximately 120 lineal feet x 24" wide x 30" deep AC paving, haul off spoils, bed electrical conduit with sand and backfill with base, compact and patch AC paving.

**3. Insulation:**

- Furnish and install 2" foil faced polyiso rigid insulation mechanically fastened to exterior roof and wall z-purlins with framing as feasible/necessary to install polyiso insulation. Includes taping at the seams of the rigid insulation.
- Spray foam insulation to head of wall soffit joints separating exterior wall from exterior to seal in place in accordance with envelope callout.
- Apply 4# density safin and elastomeric caulking as required to provide firestopping at head of drywalled partition separating the "garage" space from existing contraction on southern side of building.

**4. Metal Roofing / General Sheet Metal:**

- Install (1) metal roof duct boot at the exhaust duct penetration.
- Patch existing abandon flue penetrations in the metal roof.
- Patch miscellaneous screw/pin holes in the metal wall panels.

**5. H.V.A.C.:**

- Install (3) indoor AC/Heating units.
- Install (1) outdoor condensing unit.
- Provide refrigerant piping.
- Demo existing exhaust fan and patch opening.
- Install (1) 24"x24" louver with motorized damper.
- Install the hydrogen exhaust ducting.
- Install (2) exhaust motorized dampers.
- Per the Revised Drawings, addition of third party test and balance and the differential pressure switch.

**6. Electrical and Fire Alarm:**

- Demolition of (2) panels, (1) GFI and (6) metal halide fixtures.
- Install fire alarm per Sheet E5.00.
- Electrical power single line and details per Sheet E6.00.
- Panel Schedules per Sheet E3.00.
- Lighting per Fixture Schedule on Sheet E4.00.
- 3" Schedule 40 PVC pipe and wire from main P1 on backboard to building panel P2.
- 1" Schedule 40 PVC pipe from building 1 to building 2 for fire alarm.

## 7. Clarifications:

1. This proposal is based upon building permit drawing approvals from the City Building, Fire, Health and other plan review agencies. Any revisions made by these agencies are subject to review for cost impact.
2. Existing power and utilities will be available for our use at no cost.
3. The existing coiling door, man door and windows in the north wall will remain “as-is”, no modifications or changes are included for these items.

## 8. Exclusions:

- Utility company design or connection fees
- Any additional Architectural, Civil, Structural, Mech., Plumb., or Electrical design/engineering fees
- Asbestos/mold/lead hazardous material testing or removal
- Air monitoring or containment set-up
- Contaminated soils removal or testing
- Signing of any kind
- Material cost increases
- Concrete accelerants or cold weather protection
- Telephone/data wiring, cabling, devices, connections or terminations
- Security/sound/CCTV system wiring, cabling, devices, connections or terminations
- Tooled or saw cut concrete joint fillers
- Moving or relocating equipment inside of the building or outside in the yard to provide access for installation work.
- Anything not listed in Bid Summary.

## 9. Optional Alternative items

**Alternate #1** – In lieu of 2” foil faced polyiso rigid insulation, apply R-13 spray foam with intumescent paint which will eliminate the need for mechanical fastening.

**Deduct from the Installation Base Bid above \$13,347.00** (Thirteen Thousand, Three Hundred Forty-Seven and No/100 Dollars).

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**Alternate #2** – Install 120V 20A dedicated circuit for signal power expander panel (excludes signal power expander panel, no specifications provided).

**Add to the Installation Base Bid above \$5,033.00** (Five Thousand, Thirty-Three and No/100 Dollars).

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## 10. Permit Fees

Permit fees are included at a cost reimbursable amount without any markup. Permit fees are noted on Exhibit B, Cost Breakdown Schedule.

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### 11. Installation Phase 2 Schedule:

ID	TASK NAME	DURATION	START	FINISH	PREDECESSORS
1	RTC WASHOE PROJECT	79 days	Mon, Feb 5, 2024	Fri, May 24, 2024	
2	Contracts & material procurement	40 days	Mon, Feb 5, 2024	Mon, Apr 1, 2024	
3	Mobilization	1 days	Mon, Apr 1, 2024	Tue, Apr 2, 2024	2
4	Sheet metal repairs	5 days	Tue, Apr 2, 2024	Tue, Apr 9, 2024	3
5	Sawcut & excavate trench	4 days	Tue, Apr 2, 2024	Mon, Apr 8, 2024	3
6	Electrical rough	5 days	Mon, Apr 8, 2024	Mon, Apr 15, 2024	5
7	Insulation	10 days	Mon, Apr 8, 2024	Mon, Apr 22, 2024	
8	Inspections	1 days	Mon, Apr 15, 2024	Tue, Apr 16, 2024	6
9	Back fill & patch ac	4 days	Mon, Apr 15, 2024	Fri, Apr 19, 2024	6
10	Sawcut & excavation slab	3 days	Mon, Apr 8, 2024	Thu, Apr 11, 2024	5
11	Inspections	1 days	Thu, Apr 11, 2024	Fri, Apr 12, 2024	10
12	Set/Place conc. Slab	5 days	Thu, Apr 11, 2024	Thu, Apr 18, 2024	10
13	Rough Elec. continue	10 days	Thu, Apr 18, 2024	Thu, May 2, 2024	12
14	Mechanical rough	10 days	Thu, Apr 18, 2024	Thu, May 2, 2024	12
15	Inspections	1 days	Thu, May 2, 2024	Fri, May 3, 2024	13
16	Roof patch	2 days	Thu, May 2, 2024	Mon, May 6, 2024	14, 13
17	Electrical Finish	5 days	Thu, May 2, 2024	Thu, May 9, 2024	14
18	Mech. Finish & Startup	5 days	Thu, May 9, 2024	Thu, May 16, 2024	17
19	Inspections	1 days	Thu, May 16, 2024	Fri, May 17, 2024	18
20	Finishes	2 days	Thu, May 16, 2024	Mon, May 20, 2024	19
21	Punch Walk	4 days	Mon, May 20, 2024	Fri, May 24, 2024	20
22	Project Completion	0 days	Tue, May 28, 2024	Tue, May 28, 2024	

## EXHIBIT B

### COST BREAKDOWN

#### DESIGN AND INSTALLATION PHASE 1 COSTS

Marathon Finishing Services Design and Installation Phase 1 project scope cost breakdown per task is detailed below.

Item	Description	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
	<b>Design &amp; Installation Phase 1</b>	<b>\$ 268,099.58</b>

#### INSTALLATION PHASE 2 SERVICES COST

Marathon Finishing Services Installation Phase 2 Services project scope cost breakdown per task is detailed below.

Item	Description	Total Price
1	General Requirements	\$ 53,903.00
2	Overhead Cost	\$ 4,536.00
3	Demolition	\$ 7,452.00
4	Concrete	\$ 105,432.00
5	Rough Carpentry	\$ 3,036.00
6	Insulation	\$ 79,909.00
7	Roofing	\$ 17,595.00
8	Mechanical	\$ 81,069.00
9	Electrical	\$ 166,773.00
10	Contingency	\$ 8,000.00
	<b>Installation Phase 2 Services</b>	<b>\$ 527,705.00</b>
<b>TOTAL NOT TO EXCEED PROJECT COST:</b>		<b>\$ 795,804.58</b>



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 4.4.5

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Sutro-RIDE Generator Power Upgrade Design**

### **RECOMMENDED ACTION**

Approve a contract with Kimley-Horn for professional services for Design Services, including Environmental and Construction Management Services for the Sutro-RIDE Generator Power Upgrade Design, in an amount not-to-exceed \$292,545.

### **BACKGROUND AND DISCUSSION**

The RTC issued a Request for Proposal (RFP) in August 2023 for Sutro-RIDE Generator Power Upgrade Design. Proposals were received by the RTC from three qualified firms.

A five-person proposal evaluation team consisting of RTC employees reviewed and ranked the proposal. The proposal was evaluated based on the criteria set forth in the RFP:

- 40% Qualifications of the Firm
- 20% Staffing and Project Organization
- 30% Work Plan/Project Understanding
- 10% Cost Proposal

Staff is recommending an award to Kimley-Horn as being the most advantageous and of the best value to the RTC.

### **FISCAL IMPACT**

Federal Funds (80%) and local Sales Tax Match (20%) are available in the FY 2024 budget for this service.

### **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 January 19, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates, Inc (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals (RTC 23-21) for interested persons and firms to perform design services in connection with Sutro RIDE Generator Power Upgrade Design; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 20, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

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## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

## 2.7. ERRORS AND OMISSIONS

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

## ARTICLE 3 - COMPENSATION

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

Total Services (Tasks A to F)	\$265,545.00
<u>Contingency</u>	<u>\$27,000.00</u>
Total Not-to-Exceed Amount	\$292,545.00

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

#### ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement.

Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

#### ARTICLE 7 - TERMINATION

##### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

##### 7.2. CONTRACT TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT when it is in RTC's best interest. CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of

termination. CONSULTANT shall promptly submit its termination claim to RTC to be paid CONSULTANT. If CONSULTANT has any property in its possession belonging to RTC, CONSULTANT will account for the same, and dispose of it in the manner RTC directs.

#### ARTICLE 8 - INSURANCE

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

#### ARTICLE 9 - HOLD HARMLESS

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

#### ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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## 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.

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## ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Ian Chamberlain or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT's Project Manager is Joseph Bradshaw, 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  
Ian Chamberlain  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: ichamberlain@rtcwashoe.com  
(775)335-0023

CONSULTANT: Joe Bradshaw, P.E.  
Project Manager  
Kimley-Horn and Associates, Inc.  
7900 Rancharra Parkway Suite 100  
Reno, NV 89511  
Email: joseph.bradshaw@kimley-horn.com  
(775) 200-1961

## 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.

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15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

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- 16.2. 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, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D.

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Brian Smalkoski, Vice President

**Exhibit A**

Scope of Services

SAMPLE

## **EXHIBIT A**

### **SCOPE OF SERVICES INCLUDING SCHEDULE OF SERVICES FOR THE SUTRO RIDE GENERATOR POWER UPGRADE DESIGN**

This scope of services includes design, bidding, and construction support services for the Sutro Ride Generator Power Upgrade project at 1301 E 6<sup>th</sup> Street.

The project is in the City of Reno and all anticipated review/improvements lie within City of Reno jurisdiction. Procurement and construction will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by Kimley-Horn and Associates (CONSULTANT).

The extent of design services is anticipated to generally follow the descriptions and instructions provided in RFP RTC 23-21.

CONSULTANT understands that this project consists of the installation of a new 3 phase service from NV Energy (NVE), a new service entrance section switchboard, a new generator with generator load bank, a new automatic transfer switch (ATS), with some power distribution duct banks installed around the project site. The project will also include two new electrical gate operators one on the northeastern and one on the southeastern side of the project in addition to the power design and details for the gate operators communication design support will be included to install cat6 cabling for communications to RTC security system. Security access control improvements will be made for pedestrian doors and contacts on the garage door for the hydrogen bus maintenance facility a connection will be made to the closest server in the adjacent facilities maintenance building adjacent to the property. Additional design elements to the project consist of structural design for concrete pad design to support the new generator, ATS, and new power switchboard and mechanical design of the ventilation piping of the generator to avoid conflict with the existing parking canopy. New bollards and foundations will be installed around the new generator. It is anticipated that CONSULTANT will create a geotechnical report for this project. Kimley-Horn will develop documentation in compliance with the National Environmental Policy Act (NEPA). It is assumed that a Categorical Exclusion (CatEx) will be the appropriate level of documentation. Construction Inspection (including materials testing), construction administration, surveying are also included in these services.

The following scope has been developed for these services:

#### **A. Preliminary and General Items:**

##### **A.1. Kickoff Meeting/Project Introduction meeting with RTC**

The CONSULTANT will conduct one Project Kick-Off Meeting with RTC to discuss the project. The RTC Project Manager (PM) will determine appropriate contact personnel for coordination. An agenda and a meeting summary will be developed and provided for the meeting.

##### **A.2. Project Management**

The CONSULTANT will provide general project management services involving regular

coordination with the RTC Project Manager (PM), monthly invoicing, and regular work planning to deliver the services identified in this scope. The CONSULTANT has budgeted 40 hours of project manager time (average 4 hours per month) and 10 hours of project accountant time (average one hour per month) for this task based on an assumed up to 10-month project duration. Project management tasks will be as follows.

- Invoicing, coordination/communication with RTC PM, work planning
- Prepare project design schedule for RTC Review
- Progress and stake holder meetings (assume bi-weekly meetings during preliminary and final design phases)
- Prepare pre-construction and construction schedules for RTC Review
- Utility coordination for new electrical service connection
- Coordination with permitting agencies

## **B. Investigation of Existing Conditions**

### **B.1. Geotechnical Evaluation**

Using a subconsultant, CONSULTANT will conduct a geotechnical investigation of the project area. The geotechnical investigation will consist of:

- Drilling up to three borings to a depth of five feet below the existing ground surface or to refusal, whichever comes first. Material collected from the borings will be logged and the existing structural section will be measured. Bulk samples of the subgrade soils will be obtained for moisture density curves, R-value testing, sieve analysis, and plasticity indices testing as required. The borings will be capped with approximately 6 inches of concrete or Aquaphalt 6.0.
  - The primary intent of the subsurface exploration is to:
    - Identify subsurface conditions for structural pad installation.
    - Collect bulk samples and/or drive samples of underlying aggregate base and subgrade soils for laboratory testing.
  - Laboratory testing will be performed as follows:
    - One R-Value tests will be performed depending on test result variability.
    - One sieve analysis
    - One Plasticity Index
    - One Moisture Density Relationship
- Upon completion of the field and laboratory testing, a Geotechnical Investigation report will be completed.

### **B.2. Boundary Survey**

Using a subconsultant, the CONSULTANT will provide research, field surveys to centerline monuments and property corners. Resolve boundaries for entire block between 6<sup>th</sup> St. & 7<sup>th</sup> St. and Sutro St. & Montello St.

### **B.3. Topographic Survey and Underground Utility Locates**

CONSULTANT will administrate and provide via subconsultant field surveys and office

support to locate physical features on subject property to include curb/sidewalk and street 100' each side of subject property, locate utilities, building corners, fences, carport and any other significant features on subject property. For remainder of "block" as mentioned in boundary survey task, locate planimetric features (2D) for subject properties to include curb/sidewalk, streets, building outlines and parking areas. Utility locate will be performed. CONSULTANT will coordinate with Utility Owners to remove any lids of surface features and document depth of utility or invert of pipe.

#### **B.4 Right-of-way engineering**

CONSULTANT will provide up to two legal descriptions and exhibits for permanent right-of-way acquisition. CONSULTANT will also prepare up to two exhibits for temporary construction easements.

### **C. Environmental**

CONSULTANT will develop documentation in compliance with the National Environmental Policy Act (NEPA). It is assumed that a Categorical Exclusion (CatEx) is the appropriate level of documentation.

#### **C.1. Field Investigation and Data Collection**

CONSULTANT will collect natural resources data, potential hazardous materials data, and other natural and human environment resources using online data and mapping. A field visit will be conducted to observe viewable existing conditions. Existing conditions will be illustrated on maps using GIS. No ground disturbance will be required during the field investigation.

#### **C.2. NEPA Coordination with FTA and Resource Agencies**

General coordination and correspondence with the FTA, design team, and Client as part of this task. CONSULTANT assumes up to 30 hours of general coordination will be required as part of the environmental services tasks. If additional coordination is required, additional budget may be requested.

CONSULTANT will prepare a memo summarizing the process and information used to recommend the level of NEPA documentation to FTA.

#### **C.3. NEPA Purpose and Need Document and CatEx Checklist**

CONSULTANT will develop a Purpose and Need Document which will be included in the CatEx. This memo will summarize the existing infrastructure, operations, and service deficiencies that will be addressed by the project.

CONSULTANT will develop a draft CatEx including data, mapping, and appendices. Following review by the Client, CONSULTANT will revise the CatEx and submit to FTA for review. The CatEx will be finalized based on FTA comments.

#### **C.4. NEPA Purpose and Need Document and CatEx Checklist**

The project is not expected to impact any previously undisturbed land, would not change

land use, and is not expected to have a notable change in travel patterns or traffic volumes. Therefore, no detailed technical analyses or memorandums are anticipated to be required by FTA related to natural or human environmental resources (e.g., cultural, wetlands, species habitat, noise). However, up to 100 hours of effort are included to prepare technical reports and provide coordination.

## **D. Design**

### **D.1.30% Preliminary Plans and OPC**

CONSULTANT will prepare preliminary 30% design plans and an opinion of probable construction costs (OPC) suitable for RTC review. The 30% plans will contain proposed conceptual schematic design layout sheets, electrical details and civil site layout. CONSULTANT will start coordination with NVE by sending planset to utility.

### **D.2. Review Meeting with RTC PM and RTC Transit Department**

CONSULTANT will attend a 30% design review meeting with the RTC and stakeholders to collect and review comments received.

### **D.3.60% Plans, Technical Specifications, and OPC**

CONSULTANT will address comments received from the 30% design documents and progress the preliminary plans and a preliminary opinion of probable construction costs to a 60% level suitable for RTC review. 60% plans will include electrical and civil plan updates, structural layout and details, mechanical details, communications layout and details. CONSULTANT will prepare draft technical specifications utilizing the RTC's template documents.

### **D.4. Review Meeting with RTC PM and RTC Transit Department**

CONSULTANT will attend a 60% design review meeting with the RTC and stakeholders to collect and review comments received.

### **D.5.90% Plans, Technical Specifications, OPC and NVE Utility Coordination**

CONSULTANT will address comments received from the 60% design documents and progress the plans, technical specifications, and opinion of probable construction costs to a 90% level. The 90% plans will contain sufficient design information to initiate the permitting task. CONSULTANT will prepare draft contract documents utilizing RTC template documents. CONSULTANT will prepare the signed commercial project information sheet and deliver to NVE along with a set of the plans to NVE for review.

### **D.6. Review Meeting with RTC PM and RTC Planning Department**

CONSULTANT will attend a 90% design review meeting with the RTC and stakeholders to collect and review comments received.

### **D.7.100% Plans, Technical Specifications and OPC**

CONSULTANT will address comments received from the 90% design documents and progress the plans, technical specifications, and opinion of probable construction costs to a 90% level. The 100% plans will contain sufficient design information to initiate the permitting task.

### **D.8. Review Meeting with RTC PM and RTC Planning Department**

CONSULTANT will attend a 100% design review meeting with the RTC and stakeholders to collect and review comments received.

#### **D.9. Issued for Bids Plans, Contract Documents, and OPC**

CONSULTANT will address comments received from the 100% project documents and prepare issued for bids (IFB) contract documents. The IFB plans and technical specifications will be stamped and signed by a licensed Nevada Professional Engineer.

- The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including project layouts and details. The final plan set is anticipated to consist of up to 20 sheets:
  - Cover Sheet (1 sheet)
  - Notes, Legend, and Abbreviations Sheet (1 sheet)
  - Demolition Plan (1 sheet)
  - Civil Plans (2 sheets):
    - Civil Site Plan (1 sheet)
    - Civil Detail Sheet (1 sheet)
  - Electrical Plans (9 sheets)
    - Electrical Site Plan and Layout (1 sheet)
    - Electrical One-Line Diagram (1 sheet)
    - Electrical Panel Schedules (1 sheet)
    - Electrical Elevations (3 sheets)
    - Electrical Details (3 sheets)
  - Communications Plans (2 sheets)
    - Communications Diagrams (1 sheet)
    - Communications Details (1 sheet)
  - Mechanical Plans (1 sheet)
    - Mechanical Details (1 sheet)
  - Structural Plans (3 sheets)
    - Structural Layout (1 sheet)
    - Structural Details (1 sheet)
    - Structural Calcs and Specifications (1 sheet)

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. Plans and specifications will be submitted electronically to the RTC and utility agencies identified which have facilities within the project limits, and other affected parties for review at the 60%, and 90% stages of completion.

#### **E. Bidding Services**

##### **E.1. Bidding Services**

CONSULTANT will be available during the bidding process to answer technical questions and will attend the pre-bid meeting. CONSULTANT will prepare and provide addenda response to RTC, if required. CONSULTANT will prepare and provide a summary of the pre-bid meeting, as directed by the RTC.

CONSULTANT will respond to reasonable and appropriate bidder requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of bidding. Preparation and issuance of up to one

addendum is included with this task. Any orders authorizing variations from the Contract Documents will be made by RTC.

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.

## **F. Engineering During Construction**

### **F.1. Construction Administration**

CONSULTANT to provide construction administration services as follows:

- Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- Construction management: CONSULTANT will provide construction management services that include regular coordination with the RTC project manager, affected utility agencies, and the Contractor. CONSULTANT will review and provide recommendations on contractor's construction schedule, work progress, and any required change orders. CONSULTANT will review and provide recommendations on contractor's traffic control plans.
- Submittal review: CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Construction meetings: CONSULTANT will coordinate and lead weekly (or less often, as appropriate) construction meetings at the project site. Consultant will prepare and issue via PDF an agenda and meeting summary for each weekly meeting. Up to twelve meetings have been assumed for this task.
- Requests for Information (RFI): CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of Contractor's work. Preparation and issuance of up to two addenda are included with this task. Any orders authorizing variations from the Contract Documents will be made by RTC.
- Pay Applications: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid each monthly pay period. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.



- **Substantial Completion Walk:** CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.
- **Punch List Review:** CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
- **Construction Meeting Minutes:** CONSULTANT will conduct weekly construction meetings and prepare meeting minutes.
- **Review of Traffic Control Plans:** CONSULTANT will review Traffic Control Plans as needed for any shutdowns or traffic flow adjustments required for installing this new electrical service.
- **Document Control:** CONSULTANT will be responsible for the management of documents created for RFI, change orders, and weekly meeting minutes.

## **F.2. Inspection**

"Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications, and reporting to the RTC observed deficiencies. 60 working days are assumed for the construction period and an average of four hours per working day have been assumed for inspection services. CONSULTANT has assumed up to 240 hours of onsite inspection services for this task and will use Jillian Tobin (Analyst I) or other similarly qualified personnel as approved by RTC for this service. The following tasks summarize the major elements of Inspection anticipated with this project.

- Monitor the work performed by the Contractor to ascertain whether the work is in substantial 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 copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, and placement of portland cement concrete.
- Provide materials quantity reports and assist in reviewing and analyzing 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 redline set of drawings to incorporate contractor record drawings.

### **F.3. Construction Survey**

Using a subconsultant, CONSULTANT will provide construction surveying services for the proposed improvements as follows:

- Recover survey control
- Delineate saw-cut lines for pavement demolition
- Offset stakes to face of curb, sidewalk, points of curvature, and grade breaks with cut/fill to finished grade elevation.

### **F.4. Material Testing**

Using a subconsultant, CONSULTANT will perform materials testing services. The following tasks summarize the major elements of testing anticipated with this project and the subconsultant's fee schedule is attached to Exhibit B.

- Provide material testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested may include plantmix bituminous pavement, aggregate base, fill material, and concrete cylinder samples. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, will be submitted to the RTC and CC'd to appropriate governmental jurisdiction(s).
- Subconsultant will perform up to 4 site visits for roadway material testing of underground work, subgrade preparation, and aggregate base.
- Subconsultant will perform up to 4 site visits for PCC sidewalk, curb and gutter, pedestrian ramps, driveways.
- Subconsultant will perform up to four days of paving inspection and paving materials inspection.

### **F.5. As-Built Drawings**

CONSULTANT will provide as-built drawings for the completed project. A single file PDF format will be provided to RTC for its files and distribution. The as-built drawings will include addenda issued during construction as well as redline revisions to the plans provided to CONSULTANT by the CONTRACTOR and the CONSULTANT'S onsite inspector.

## **G. Contingency**

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

**PROJECT SCHEDULE**  
**FOR**  
**Sutro Ride Generator Power Upgrades Project Milestones**  
(Updated December 2023)

<b><u>Preliminary and General Items</u></b>	<b><u>Date</u></b>
Project NTP	Jan 2024
Kickoff/Project Introduction Meeting	Last week Jan 2024
<b><u>Investigation of Existing Conditions</u></b>	<b><u>Date</u></b>
Topographic and Boundary Survey	Jan-Feb 2024
Geotechnical Evaluation	Jan-Feb 2024
Utility Coordination and Mapping	Jan-Feb 2024
Right-of-Way Engineering	Jan-Feb 2024
<b><u>Environmental Services</u></b>	<b><u>Date</u></b>
Field Investigation and Data Collection	Feb 2024
NEPA Coordination with FTA and Resource Agencies	Jan 2024-June 2024
NEPA Purpose and Need Document and CatEx Checklist	Jan 2024-April 2024
NEPA Studies and Technical Reports	Jan 2024-June 2024
<b><u>Design</u></b>	<b><u>Date</u></b>
30% Preliminary Plans and OPC	Jan 2024- Feb 2024
Review Meeting with RTC	First week Mar 2024
60% PS&E	Third week Mar 2024
Review Meeting with RTC	Last week Mar 2024
90% PS&E*	Third week April 2024
Review Meeting with RTC	Last week April 2024
Issued for Bids PS&E	Third week May 2024
<b><u>Bidding Services</u></b>	<b><u>Date</u></b>
Pre-Bid Meeting	Last week May 2024
RFI Responses	Second week June 2024
Bid Opening and Bid Tabs	Last week June 2024
<b><u>Engineering During Construction</u></b>	<b><u>Date</u></b>
Construction Administration	Jul-September 2024
As-Built Drawings	September 2024

**Exhibit B**

Compensation

SAMPLE



**Exhibit B - Schedule of Services**  
**Sutro Ride Generator Upgrade Project**

Prepared by Kimley-Horn

JDB

11/3/2023

TASK	DESCRIPTION	Senior Prof. II	Senior Prof. I	Prof.	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Task Amounts
	<b>Personnel</b>		Joe Bradshaw Christian Heinbaugh Christine Herrick Teresa Gresham Matt Myres	Tiffany Patrick Joe Nielsen Jeff Reeder	Jim Crane Armahn Soltani Alex Borg Fran Botto	Hector Silva Jillian Tobin	Disha Patel CJ Thrall	Breann Phillips				
		\$320	\$275	\$225	\$180	\$145	\$120	\$115				
<b>A</b>	<b>Preliminary and General Items</b>											
	Kickoff Meeting/Project Introduction Meeting with RTC		4			2			6			\$1,390.00
	Project Management		40					10	50			\$12,150.00
	<b>Subtotal Hours</b>	0	44	0	0	2	0	10	56			
	<b>Subtotal Fee</b>	\$0.00	\$12,100.00	\$0.00	\$0.00	\$290.00	\$0.00	\$1,150.00		\$0		\$13,540.00
<b>B</b>	<b>Investigation of Existing Conditions</b>											
	Topographic and Boundary Survey		4				8		12	\$13,350	MAPCA	\$15,410.00
	Geotechnical Evaluation		5		4				9	\$10,000	GES	\$12,095.00
	Utility Coordination and Mapping		4			8	8		20			\$3,220.00
	Right of Way Engineering		8			8	4		20	\$1,500	MAPCA	\$5,340.00
	<b>Subtotal Hours</b>	0	21	0	4	16	20	0	61			
	<b>Subtotal Fee</b>	\$0.00	\$5,775.00	\$0.00	\$720.00	\$2,320.00	\$2,400.00	\$0.00		\$24,850		\$36,065.00
<b>C</b>	<b>Environmental Services</b>											
	Field Investigation and Data Collection		8	14	38				60			\$12,190.00
	NEPA Coordination with FTA and Resource Agencies		10	10	16		4		40			\$8,360.00
	NEPA Purpose and Need Document and CatEx Checklist		8	12	14		2		36			\$7,660.00
	NEPA Studies and Technical Reports		15	30	50		5		100			\$20,475.00
	<b>Subtotal Hours</b>	0	41	66	118	0	11	0	236			
	<b>Subtotal Fee</b>	\$0.00	\$11,275.00	\$14,850.00	\$21,240.00	\$0.00	\$1,320.00	\$0.00		\$0		\$48,685.00

## Exhibit "B"

TASK	DESCRIPTION	Senior Prof. II	Senior Prof. I	Prof.	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Task Amounts
<b>D</b>	<b>Design</b>											
	30% Preliminary Plans and OPC		25	0		20	40		85			\$14,575.00
	Review Meeting with RTC		2			1	1	1	5			\$930.00
	60% Plans and OPC		25	20	28	20	40		133			\$19,615.00
	Review Meeting with RTC		2			1	1	1	5			\$930.00
	90% PS&E with Draft Contract Documents and NVE Coordination		35	30	14	20	40		139			\$26,595.00
	Review Meeting with RTC		2			1	1	1	5			\$930.00
	100% PS&E		15	10	10	10	30		75			\$13,225.00
	Review Meeting with RTC		2			1	1	1	5			\$930.00
	Issued for Bids PS&E		25	10	10	10	24		79			\$15,255.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>133</b>	<b>70</b>	<b>62</b>	<b>84</b>	<b>178</b>	<b>4</b>	<b>531</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$36,575.00</b>	<b>\$15,750.00</b>	<b>\$11,160.00</b>	<b>\$12,180.00</b>	<b>\$21,360.00</b>	<b>\$460.00</b>		<b>\$0</b>		<b>\$92,985.00</b>
<b>E</b>	<b>Bidding Services</b>											
	Bidding Services		4	4	4	8	8	2	30			\$5,070.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>8</b>	<b>2</b>	<b>30</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$1,100.00</b>	<b>\$900.00</b>	<b>\$720.00</b>	<b>\$1,160.00</b>	<b>\$960.00</b>	<b>\$230.00</b>		<b>\$0</b>		<b>\$5,070.00</b>
<b>F</b>	<b>Engineering During Construction</b>											
	<b>60 Working Days</b>											
	Construction Administration		30	12	12	20	20		94			\$18,410.00
	Inspection		16			164			180	\$3,040	GES Pavement Inspection	\$31,220.00
	Construction Survey		2			8			10	\$6,000	MAPCA	\$7,710.00
	Material Testing		4						4	\$5,840	GES material testing and pavement inspector.	\$6,940.00
	As-Built Drawings		2	2	2	8	20		34			\$4,920.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>54</b>	<b>14</b>	<b>14</b>	<b>200</b>	<b>40</b>	<b>0</b>	<b>322</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$14,850.00</b>	<b>\$3,150.00</b>	<b>\$2,520.00</b>	<b>\$29,000.00</b>	<b>\$4,800.00</b>	<b>\$0.00</b>		<b>\$14,880</b>		<b>\$69,200.00</b>
<b>H</b>	<b>Contingency</b>										10% of Design	<b>\$27,000.00</b>
	<b>Total Services Hours</b>	<b>0</b>	<b>297</b>	<b>154</b>	<b>202</b>	<b>310</b>	<b>257</b>	<b>16</b>	<b>1,236</b>			
	<b>Total Services Fee</b>	<b>\$0.00</b>	<b>\$81,675.00</b>	<b>\$34,650.00</b>	<b>\$36,360.00</b>	<b>\$44,950.00</b>	<b>\$30,840.00</b>	<b>\$1,840.00</b>		<b>\$39,730</b>		<b>\$292,545.00</b>

**Exhibit "B"**

**Exhibit B - Schedule of Services**  
**Sutro Ride Generator Power Upgrades Project**



TASK	DESCRIPTION	TASK TOTALS
A	Preliminary and General Items	\$ 13,540.00
B	Investigation of Existing Conditions	\$ 36,065.00
C	Environmental Services	\$ 48,685.00
D	Design	\$ 92,985.00
E	Bidding Services	\$ 5,070.00
	<b>Total Design Services (Task A-E)</b>	<b>\$196,345.00</b>
F	Engineering During Construction	\$ 69,200.00
G	Contingency (10 %)	\$ 27,000.00
	<b>Total Not-to-Exceed Amount</b>	<b>\$292,545.00</b>

## **Exhibit C**

### Indemnification and Insurance Requirements

SAMPLE



## **EXHIBIT C**

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

2022-07-08 Version

#### **1. INTRODUCTION**

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

#### **2. INDEMNIFICATION**

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

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

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

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

## **9. OTHER CONDITIONS**

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

### **13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**

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

## **Exhibits D**

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

SAMPLE

## **EXHIBIT D**

### **FTA REQUIRED CLAUSES**

#### **1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]**

The following access to records requirements apply to the Agreement:



- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

#### **4 - FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

#### **5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]**

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

#### **6 - CIVIL RIGHTS LAWS AND REGULATIONS**

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs:

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of

Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

## **7 - INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

## **8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]**

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

## **9 - 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 - DISADVANTAGED BUSINESS ENTERPRISES (DBE)** [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
  2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
  3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that

was terminated, to the extent needed to meet the contract goal established for this procurement.

- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

SAMPLE





## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item: 5.1.**

To: Regional Transportation Commission

From: Graham Dollarhide, Acting Planning Manager

**SUBJECT: 2050 Regional Transportation Plan, Amendment No. 2**

### **RECOMMENDED ACTION**

Conduct a public hearing regarding approval of Amendment No. 2 to the 2050 Regional Transportation Plan (RTP); adopt a resolution approving Amendment No. 2 to the 2050 Regional Transportation Plan (RTP).

### **BACKGROUND AND DISCUSSION**

RTC staff is proposing Amendment No. 2 to the 2050 RTP to add new projects and to change the project schedule for others. New projects include two corridors—Virginia Street between California Avenue and Ninth Street, and Lake Street/Sinclair Street/Evans Avenue between Holcomb Avenue and Ninth Street—that are being added to the micromobility network in Downtown Reno. A project is also being added to provide for the extension of the western terminus of Butch Cassidy Drive to Thomas Creek Road/Mt. Rose Highway. Additionally, project schedules were updated from 2025 to 2030 for projects on four corridors—Center Street, 3rd Street, Vassar Street, and Vine Street—due to a reprioritization of multimodal projects in the Downtown and Midtown areas.

An air quality conformity analysis for the proposed RTP amendment is required as the Butch Cassidy extension project is considered to be a capacity project and not exempt from transportation conformity requirements. An air quality conformity analysis was conducted as a part of the RTP amendment process. Emissions were estimated using EPA's MOVES4 model and compared with the Motor Vehicle Emission Budgets. The air quality conformity analysis report was updated to reflect the changes and included in the RTP amendment. Based on existing and planned commitments, the air quality analysis demonstrates that the required air quality conformity determination can be made. The RTP is shown to be in conformance with federal air quality regulations. The Interagency Air Quality Consultation Group recommended approval of the air quality analysis on December 20, 2023.

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A complete list of the projects included within this amendment, as well as a brief description of the changes to each project, are as follows:

- Virginia Street Micromobility – new project addition as part of the Downtown Reno micromobility network
- Lake Street/Sinclair Street/Evans Avenue Micromobility – new project addition as part of the Downtown Reno micromobility network
- Butch Cassidy Extension – new project addition requiring an air quality conformity analysis
- Center Street Multimodal Improvements – update to project schedule
- 3rd Street Bicycle Facility – update to project schedule
- Vassar Street Multimodal Improvements – update to project schedule
- Vine Street Bike Facility – update to project schedule and cost, which now includes federal funding

A public comment period preceded this public hearing (December 27, 2023 – January 16, 2024). The draft documents were posted on the agency website, and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

The Citizens Multimodal Advisory Committee (CMAC) and the Technical Advisory Committee (TAC) met on January 3rd and 4th, 2024, respectively, with each committee recommending approval of the amendment.

### **FISCAL IMPACT**

Funding for the project cost estimates in the proposed amendment have been budgeted based on anticipated federal, state, and local revenue sources.

### **PREVIOUS BOARD ACTION**

01/20/2023    Approved resolution adopting Amendment No. 1 to the 2050 RTP.  
03/19/2021    Approved resolution adopting the 2050 RTP.

## **RESOLUTION**

### **RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 2 TO THE 2050 REGIONAL TRANSPORTATION PLAN (RTP) FOR THE RENO-SPARKS URBANIZED AREA.**

**WHEREAS**, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Plan (RTP) by the Metropolitan Planning Organization (MPO); and

**WHEREAS**, the Regional Transportation Commission of Washoe County (RTC) has been designated as the Metropolitan Planning Organization (MPO) for the Reno-Sparks Urbanized Area of Washoe County; and

**WHEREAS**, RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process and in conformance with all applicable federal requirements, has prepared Amendment No. 2 to the 2050 Regional Transportation Plan (RTP); and

**WHEREAS**, RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this amendment to the 2050 Regional Transportation Plan conforms with the intent of the State Air Quality Implementation Plan; and,

**WHEREAS**, RTC finds that Amendment No. 2 to the 2050 Regional Transportation Plan has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY** that the Regional Transportation Commission does hereby adopt and endorse the 2050 Regional Transportation Plan.

## **CERTIFICATE**

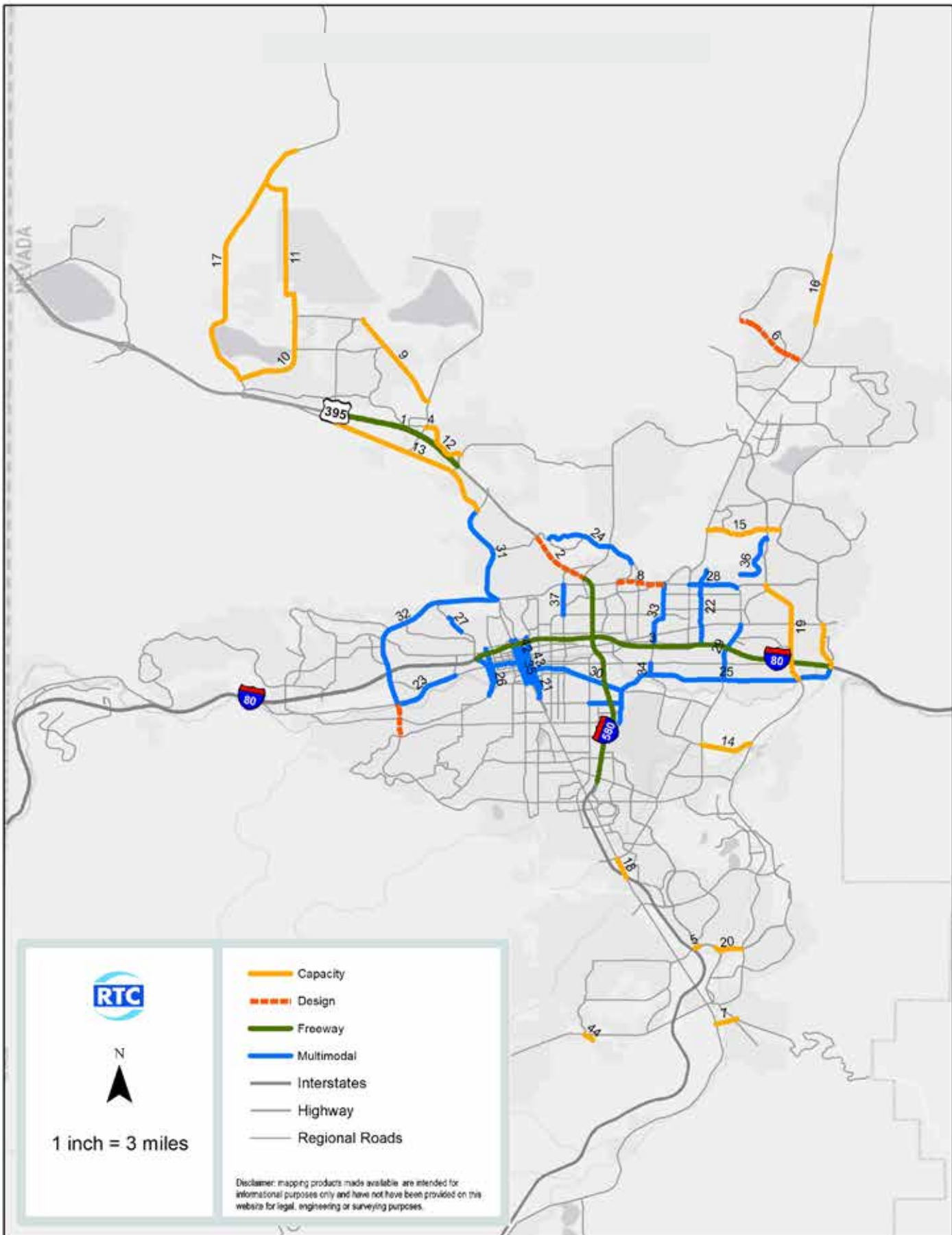
The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on January 19, 2024.

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Ed Lawson, Chair  
Regional Transportation Commission

2026-2030 Listing (continued)				
34	Rock Blvd - Multimodal & Safety Improvements	Greg St to Glendale Ave	\$3,823,000	Regional, Federal
35	Sierra St - Widen Sidewalks	California Ave to 9th St	\$5,060,000	Regional
36	Spanish Springs Rd - Safety & Multimodal Improvements	N Truckee Lane to Sparks Blvd	\$8,500,000	Local, Federal*
37	Sutro - Multimodal	N McCarran to Oddie Blvd	\$8,995,000	Regional
Amended Projects				
38	Center St - Widen Sidewalks & Add Bike Lanes	9th St to Moran	\$10,000,000	Regional
39	Vassar St - Bike Facility	Kietzke Ln to Terminal Way	\$1,219,000	Regional
40	Vine St - Bike Facility	Riverside Drive to University Terrace	\$11,300,000	Regional
41	3rd St Bike Facility	Vine St - Evans St	\$7,500,000	Regional
42	Virginia St Multimodal	California Ave - Vine St	\$5,550,000	Regional
43	Lake St/Sinclair St/ Evans Ave	Holcomb Ave - 9th St	\$4,700,000	Regional
44	Butch Cassidy Dr	Extension to Thomas Crk/Mt Rose Hwy	\$11,700,000	Regional

## RTP 2050 PROJECTS (2026-2030)

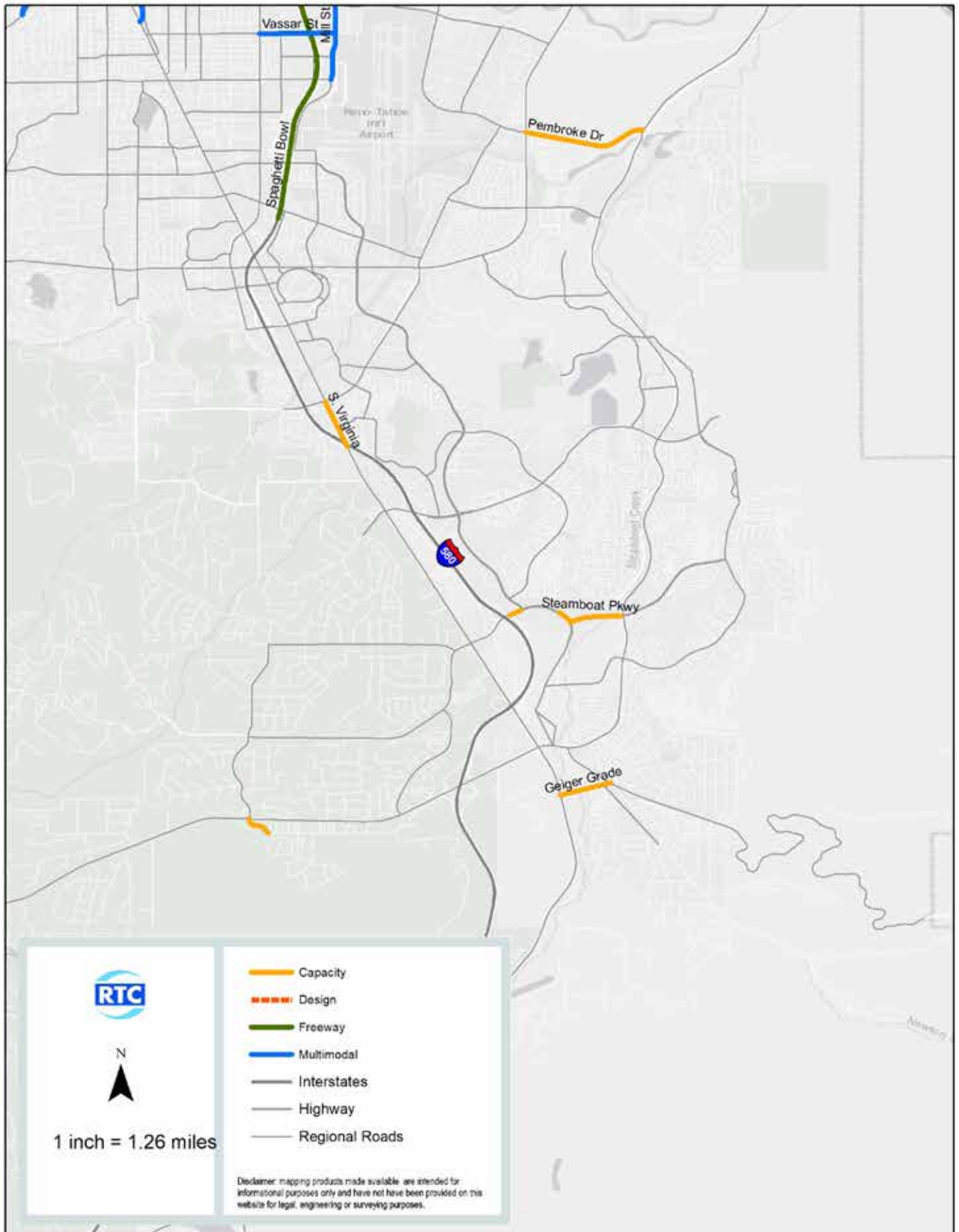


# RTP 2050 PROJECTS – NORTH (2026-2030)





## RTP 2050 PROJECTS – SOUTH (2026-2030)



## APPENDIX C – AIR QUALITY ANALYSIS & CONFORMITY DETERMINATION (12/20/2023)

The Clean Air Act Amendments (CAAA) of 1990 require that each state environmental agency develop a State Implementation Plan (SIP). The SIP shows how the state will implement measures designed to improve air quality to meet NAAQS for each criteria air pollutant, according to the schedules included in the CAAA.

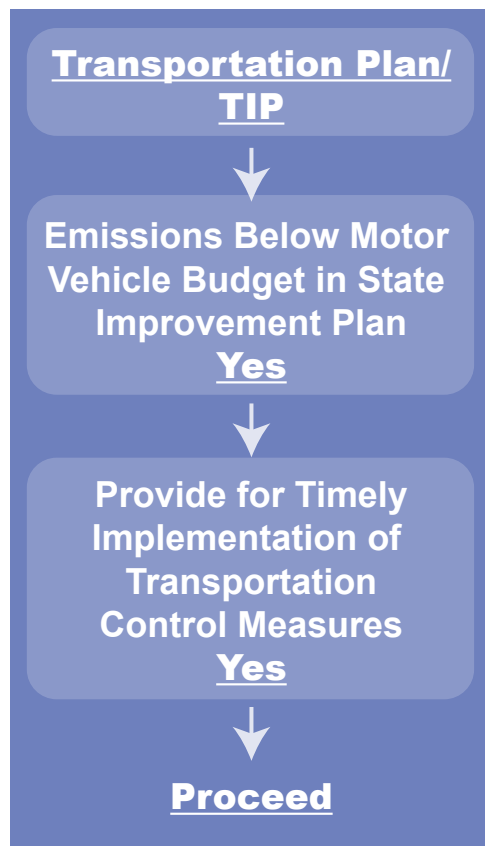
Since emissions from motor vehicles make a significant contribution to air pollution, the CAAA also requires that transportation officials make a commitment to programs and projects that will help achieve air quality goals including:

- Providing for greater integration of the transportation and air quality process.
- Ensuring that transportation plans, programs and projects conform with the SIP.
- Reduction in the growth in VMT and congestion in areas that have not attained the Environmental Protection Agency's (EPA) air quality standards.

Conformity for the RTP and the Transportation Improvement Program (TIP) are demonstrated when projected regional emissions generated by the plan and TIP do not exceed the region's motor vehicle emissions budgets as established by the SIP. While the MPO is ultimately responsible for making sure a conformity determination is made, the conformity process depends on federal, state and local transportation and air quality agencies working together to meet the transportation conformity requirements. The roles and responsibilities of the partner agencies involved in the air quality conformity analysis are defined in the Washoe County Transportation Conformity Plan. The plan was adopted by RTC and the Washoe County District Board of Health in January 2013.



## Transportation Conformity



## STATUS OF AIR QUALITY POLLUTANTS

Criteria pollutants are considered on a county-wide basis if actual pollutant levels are exceeded outside of the core area of the Truckee Meadows. The core area of the Truckee Meadows is designated as the Hydrographic Area #87 which is shown in Figure D-1. The current status of the various pollutants in Washoe County is listed below:

CO (8-hr): Attainment/Maintenance for Hydrographic Area #87.

Attainment/Unclassifiable for the rest of Washoe County.

PM<sub>10</sub> (24-hr): Attainment/Maintenance for Hydrographic Area #87.

Attainment/Unclassifiable for the rest of Washoe County.

All other pollutants (all averaging times): Attainment/Unclassifiable for the entire county.

In 2015, EPA strengthened the 8-hour ozone standard from 0.075 to 0.070 ppm. EPA formally designated the entire county as Attainment/Unclassifiable in 2018.

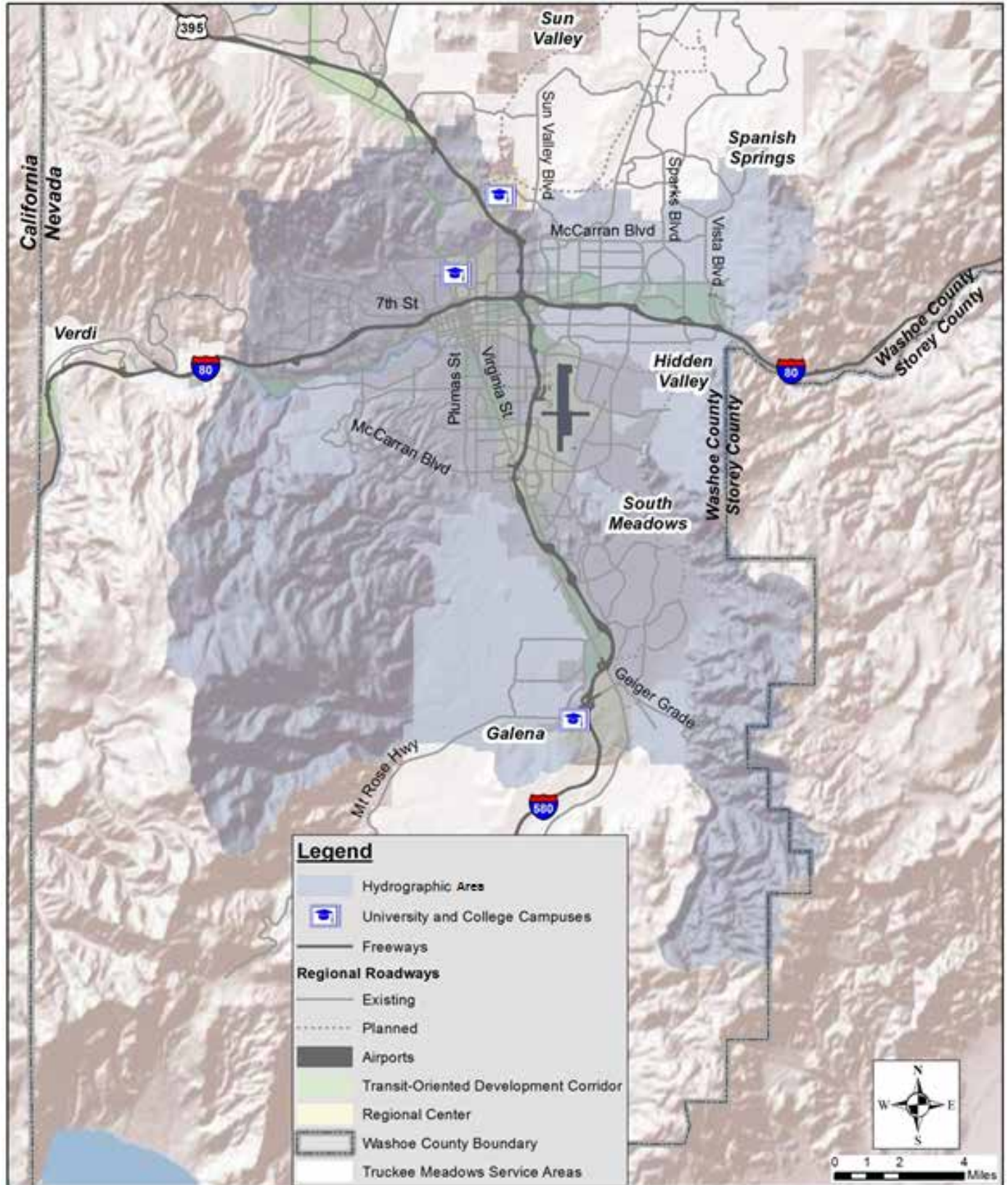
In 2006, EPA strengthened the 24-hour PM<sub>2.5</sub> in aerodynamic diameter from 65 micrograms per cubic meter (µg/m<sup>3</sup>) to 35 µg/m<sup>3</sup>. This final rule became effective on December 18, 2006 and Washoe County was designated as Attainment/Unclassifiable.

Regional emissions analyses were performed for CO and PM<sub>10</sub> to demonstrate document conformity with Motor Vehicle Emissions Budgets in the CO and PM<sub>10</sub> State Implementation Plans. The RTC, in collaboration with the local agencies, has also been implementing programs that reduce motor vehicle emissions in the region.

## TRAVEL FORECASTING MODEL & MOVES EMISSION MODEL

The RTC's travel demand model was developed on the TransCAD platform. The model uses the 2020 Consensus Forecast population and employment provided by the Truckee Meadows Regional Planning Agency.

**Figure D-1**  
**RENO/SPARKS HYDROGRAPHIC AREA #87**



EPA's MOtor Vehicle Emission Simulator (MOVES) is a state-of-the-science emission modeling system that estimates emissions for mobile sources at the national, county, and project level for criteria air pollutants, greenhouse gases, and air toxics. MOVES4 is now the latest official version of MOVES. The analysis uses MOVES4 to calculate emission data.

## AIR QUALITY ANALYSIS PLAN REQUIREMENTS

Federal regulations are specific in defining the level of air quality analysis necessary for incorporation into the RTP. Section 93, Title 40 of Code of Federal Regulations (CFR) dated August 15, 1997 (effective September 15, 1997), pertains to the criteria and procedures necessary to analyze the air quality impacts of the RTP. For the purposes of an air quality determination, the analysis years are 2020, 2025, 2030, 2040, and 2050. No air quality analysis is required for the street and highway projects identified as unfunded needs. A summary of requirements is listed below:

- A. The RTP must contribute to emission reductions in CO non attainment/maintenance areas.
- B. Air quality analysis years must be no more than 10 years apart.
- C. In CO and PM<sub>10</sub> non-attainment/maintenance areas, analysis must be performed for both pollutants.

D. The last year of the RTP (2050) shall also be an analysis year.

E. An analysis must be performed for each year contained in the motor vehicle emission budget (MVEB) for the Hydrographic Area #87 for both CO and PM<sub>10</sub>, as budgets have been established for these pollutants.

F. For both CO and PM<sub>10</sub>, the analysis of emissions for the required years cannot exceed the MVEB.

## AIR QUALITY ANALYSIS CREDITING PROVISIONS

Federal regulations also allow for crediting procedures over the life of the RTP for the implementation of Transportation Control Measures (TCMs) in which emissions reductions can be quantified. These TCMs are critical to areas such as Washoe County that have and are expected to have continued growth in population and VMT. Several specific TCM measures are in progress or planned in Washoe County that will have quantifiable emissions reductions. These include:

- A. Traffic Signal Optimization Program
- B. Conversion of the Public Transit Fleet Cleaner Fuels
- C. Implementation of Trip Reduction Programs



These TCMs have been the focus of studies to quantify the air quality benefit of each. The TCMs are described below. The RTC is not taking any credit for reduced emissions associated with these TCMs but may choose to take credit in the future, if conditions warrant.

### TRAFFIC SIGNAL OPTIMIZATION/TIMING UPGRADE PROGRAM

Traffic signal coordination and improvements seek to achieve two primary objectives: 1) improved traffic flow resulting in improved level of service and 2) mobile source emission reductions through decreased delay, fewer accelerations/decelerations and a decreased number of stops. The RTC has reviewed several studies and federally accepted models to quantify the reduction of mobile emissions from signal coordination programs. These include signal coordination studies conducted by several cities in southern California and the California Department of Transportation (CALTRANS). A comparison of before and after field studies was conducted and the improvements in all three peak periods were noted. Examples included a statewide average reduction of 14 seconds in stop delay and a 12% reduction in the number of stops per mile in the afternoon peak period. Several methodologies were used to take the results of studies to quantify the emission reductions from signal coordination programs.

The pollution reduction results (tons/ per day or percentage reduction) from each model vary as some models focus on corridor specific reductions while the others are more of an area-wide reduction projection. Pollutant reductions ranged from 11% along specific corridors to 3% to 4% on a regional level.

The RTC has initiated a region-wide traffic signal optimization and improvements program to enhance the capacity of the existing system and reduce traffic congestion in the region. This is an ongoing program that will allow nearly 400 intersections in the Truckee Meadows to be coordinated.

### CONVERSION OF RTC ACCESS & RTC RIDE FLEETS TO ALTERNATIVE OR CLEANER BURNING FUELS

Almost 8 million annual passengers with 2.9 million miles are provided service by the **RTC RIDE** public transit and **RTC ACCESS** paratransit. While this is a small percentage of total daily travel, it is important in terms of air quality. All **RTC RIDE** buses are comprised of electric, hybrid diesel-electric and bio-diesel vehicles. **RTC ACCESS** cut-away vehicles are fueled by Compressed Natural Gas (CNG). These vehicles can reduce mobile emission totals.

Estimates by the California Air Resources Board between standard urban diesel and biodiesel or CNG determined that NOx emissions from vehicles with CNG or cleaner burning diesels were reduced approximately 60%.

RTC currently has 23 zero emission electric buses and will be adding 8 more to the Virginia Line RAPID corridor over the coming years. In addition, RTC is exploring hydrogen fuel cell technology for the next generation of zero emission vehicles.

## TRIP REDUCTION PROGRAMS

The RTC's trip reduction program, **RTC SMART TRIPS**, encourages the use of sustainable travel modes and trip reductions strategies such as telecommuting, compressed work weeks, and trip chaining. Major components of the program include a bus pass subsidy program in which the RTC matches an employer's contribution to their employees' 31-day transit passes up to 20%; a subsidized vanpool program, **RTC VANPOOL**; and an on-line trip matching program, **RTC TRIP MATCH**, that makes it quick, easy, and convenient to look for carpool partners as well as bus, bike, and walking buddies for either recurring or one time trips. One of the most common deterrents to ridesharing is the fear of being "stranded."

Consequently, people who either carpool or vanpool to work can sign up for the Guaranteed Ride Home program and be reimbursed for a taxi ride home up to four times a year if an unexpected event prevents normal ridesharing arrangements from working. Making trips safely on foot and by bicycle are also promoted by the **RTC SMART TRIPS** program throughout the year.

The goals of these programs are to promote trip reduction on a region-wide level, improve air quality, and reduce vehicle miles of travel and traffic congestion. During the period from July through September 2020 the air quality benefits of the program were substantial, as shown in Table C-1. The data included the number of people in each vanpool and the average daily trip mileage. The air pollution calculation was obtained by multiplying the number of passenger trips for each vanpool per month by the average daily trip mileage for each vanpool per month and totaling those results to estimate the total VMT eliminated through the program due to the vanpool passengers not driving alone to work. The reduction in VMT was then multiplied by the pollutant factors per mile with those results outlined in the chart below. The emissions factors per mile for each pollutant were provided by WCHD-AQMD.

**Table C-1**  
**RTC VANPOOL Air Pollution**  
**Reductions (July-September 2020)**

Volatile organic compounds (VOC)	12,617.3 lbs
Nitrogen Oxide (NOx)	7,088.4 lbs
Carbon Monoxide (CO)	93,920.2 lbs
PM <sub>10</sub>	50.5 lbs
Particulate Matter (PM <sub>2.5</sub> )	47.0 lbs
Carbon Dioxide (CO <sub>2</sub> )	3,783,407.0 lbs

**RTC SMART TRIPS** program continues to grow and add more participants. RTC TRIP MATCH is a web-based carpool, bike, bus and walking buddy matching service that eliminates single occupant travel miles.

## RTC TRAVEL DEMAND MODEL

2020, 2025, 2030, 2040 and 2050 networks were established for this RTP air quality analysis. The 2020 network consists of the current roadway network and the current transit network. Each of the remaining networks is comprised of the previous model year network with the capacity related projects and transit service changes included in the RTP.

## AIR QUALITY ANALYSIS

An emission test on both CO and PM<sub>10</sub> must be successfully completed to make a finding of conformity. The area of analysis for these pollutants is the Hydrographic Area #87. As stated previously, the CO and PM<sub>10</sub> emissions for the required analysis years cannot exceed the established motor vehicle emissions budget. Analysis is performed for, 2025, 2030, 2040 and 2050 for both pollutants.

To initiate the air quality conformity determination, the emission levels for the pollutants in each analysis year are generated. The VMT for each facility type is derived from the RTC's travel demand model. Many local roads are approximated as centroid connectors in the model network. Since centroid connectors are not actual roads, the VMT's for local roads are estimated as 11.67% (urban) and 6.57% (rural) of the total VMT's based on NDOT's 2019 Annual Vehicle Miles of Travel Report (August 2020). Average speed by facility type from RTC's travel demand model is provided as an input to the MOVES model. Total emissions for each facility type are then added to get a daily emission total for the roadway system in the analysis area. Emission totals are shown in pounds per day (lbs./day). The Interagency Air Quality Consultation Team recommended approval of the air quality analysis on February 23, 2021.

## CO ANALYSIS

The MVEB for carbon monoxide (CO), effective October 31, 2016, is shown in Table D-2, which also includes the CO emissions for all analysis years of the RTP. All RTP analysis years are within the MVEB. The tables supporting this analysis are contained at the end of this chapter.

**Table C-2**  
**CO Emissions Analysis (lbs/day)**

Analysis Year	MVEB	RTP Analysis
2020	172,670	64,477
2025	171,509	55,270
2030	169,959	44,484
2040	169,959	32,303
2050	169,959	31,450

## PM<sub>10</sub> ANALYSIS

The MVEB for PM<sub>10</sub>, effective January 6, 2016, is shown in Table D-3, which also includes the PM<sub>10</sub> emissions for all analysis years of the RTP. All RTP analysis years are within the MVEB. The tables supporting this analysis are contained at the end of this chapter.

**Table C-3**

### PM<sub>10</sub> Total Emissions (lbs/day)

Analysis Year	MVEB	RTP Analysis
2020	6,088	3,514
2025	6,473	3,535
2030	6,927	3,718
2040	6,927	3,970
2050	6,927	4,373

## SUMMARY

A strong commitment to fund and implement feasible TCM measures must be made if acceptable air quality standards are to be sustained. The local jurisdictions and NDOT, through the RTP process, have made the commitment to fund TCMs such as ridesharing, traffic flow improvements, signal coordination, and conversion of public transit fleet to cleaner burning fuels. The 2050 RTP includes significant investments in bicycle and pedestrian infrastructure, consistent with the Complete Streets Master Plan adopted by RTC in 2016. Based on existing and planned commitments, the air quality analysis conducted in this chapter demonstrates that the required air quality conformity determination can be made and the RTP shown to be in conformance with federal air quality regulations.

## AIR QUALITY ANALYSIS SUPPORT DOCUMENTATION

**Table C-4**

### **Paved Road Fugitive Emission Factors (lb/VMT)**

Facility Type	2020	2020-2050
Interstate	0.00013	0.00012
Other Fwys	0.00013	0.00012
Major Arterial	0.00013	0.00012
Minor Arterial	0.00034	0.00033
Collector	0.00083	0.00080
Local	0.00209	0.00201

*Notes:*

*Emission factors for Paved Roads PM<sub>10</sub> are calculated from an equation in EPA's AP42, Section 13.2.1, 1/11. The 2020 emission factors are calculated based on actual 2020 climatic data for Reno, whereas the 2025 to 2050 emission factors are calculated based on the 30-year Normal Climate data for Reno from 1981 to 2010.*

Emission factors for On-Road CO and PM<sub>10</sub> are not available, they are calculated in MOVES4 and the output is generated as total emissions.

**Table C-5**

### **VMT by Facility Type by Analysis Year (Hydrographic Area #87)**

Facility Type	2020	2025	2030	2040	2050
Interstate	2,563,692	2,885,640	3,023,333	3,299,144	3,443,850
Other Fwys	498,488	559,638	583,148	682,141	783,800
Major Arterial	1,861,219	1,974,116	2,110,900	2,242,798	2,379,033
Minor Arterial	789,911	833,641	869,343	955,260	989,704
Collector	237,424	250,406	262,301	266,891	284,744
Local	777,981	850,240	895,421	973,498	1,030,355
<b>Total</b>	<b>6,728,714</b>	<b>7,353,681</b>	<b>7,744,446</b>	<b>8,419,731</b>	<b>8,911,485</b>



**Table C-6**  
**Emissions (lbs/day)**

Analysis Year	CO	On-Road Vehicles PM <sub>10</sub>	Diesel Idling PM <sub>10</sub>	Paved Road Fugitive PM <sub>10</sub>	Unpaved Road Fugitives PM <sub>10</sub>	Road Construction PM <sub>10</sub>	Total PM <sub>10</sub> Emissions
2020	64,477	648	0.336	1,750	877	239	3,514
2025	55,270	623	0.080	1,767	892	253	3,535
2030	44,484	632	0.035	1,870	947	269	3,718
2040	32,303	646	0.007	2,015	1,024	285	3,970
2050	31,450	699	0.003	2,236	1,136	302	4,373

**Table C-7**  
**Capacity Projects on Model Network and Model Years**

2021-2025 Projects	Limits	Model Year
US 395 - Add SB Lane, Aux Lanes, NB & SB	N McCarran to Golden Valley	2025
Spaghetti Bowl Phase 1	Multiple locations	2025
I-80 Widening	W McCarran Blvd to Keystone Ave	2025
Lemmon Drive Segment 1 - Widen 4 to 6 Lanes	US 395 and Military Rd	2025
Lemmon Drive Segment 2 - Widen 2 to 4 Lanes/Reconstruct	Fleetwood Dr to Ramsay	2025
McCarran Blvd Intersection & Operations	Kietzke to Greensboro	2025
Mill St	Kietzke to Terminal	2025
Pyramid Hwy	Queen Way to Golden View	2025
Sky Vista Pkwy - Widen 2 to 4 Lanes	Silver Lake Rd to Lemmon Dr	2025
Sparks Blvd	Greg Street to N side of Baring Blvd	2025
Damonte Ranch Pkwy Extension	Veterans Pkwy to Rio Wrangler Pkwy	2025
Daybreak Regional Rd Network (South Meadows)	Multiple locations	2025
Dolores Drive Extension	West to Lazy 5 Pkwy	2025
Highland Ranch Pkwy - Widening	Pyramid Highway to 5 Ridges entrance	2025

## Capacity Projects on Model Network and Model Years (continued)

Kiley Pkwy	Wingfield Hills Rd to Henry Orr Pkwy	2025
Lazy 5 Pkwy	W Sun Valley Arterial to Pyramid Hwy	2025
Meridian & Santerra Regional Road Network (Verdi)	Multiple locations	2025
N/S Connector Rd	Stonebrook Pkwy to Wingfield Hills Rd	2025
Rio Wrangler Pkwy Extension (North)	Bucephalus Pkwy to South Meadows Pkwy	2025
Rio Wrangler Pkwy Extension (South)	Damonte Ranch Pkwy to Veterans Pkwy	2025
South Meadows Extension	Mojave Sky Dr to Rio Wrangler Pkwy	2025
Stonebrook Pkwy	N/S Connector Rd to Pyramid Hwy	2025
Wingfield Hills Rd Extension	West to David Allen Pkwy	2025
White Lake Pkwy - Widen	395 Interchange to North Town Center Rd	2025
5th Street - Multimodal	Keystone to Evans	2025
E 6th Street - Bicycle Facility & Safety Improvements	Virginia St to 4th St	2025
2026-2030 Projects	Limits	Model Year
US 395 - Additional Lane in Each Direction	Golden Valley to Stead Blvd	2030
Spaghetti Bowl Phase 2	Multiple locations	2030
Buck Dr - Widen 2 to 4 Lanes	Lemmon Dr to N Hills Blvd	2030
Damonte Ranch Pkwy - Widen	Double R to I 580	2030
Geiger Grade - New 4 Lane Rd	Virginia St to Toll Rd	2030
Military Rd - Widen 2 to 4 Lanes	Lemmon Dr to Echo Ave	2030
Moya Blvd - Widen 2 to 4 Lanes	Red Rock Rd to Echo Ave	2030
Moya Blvd Extension	Red Rock Dr to Echo Ave	2030
N Hills Blvd	Golden Valley Rd to Buck Dr	2030
N Virginia St - Widen 2 to 4 lanes & Multimodal	Panther Dr to Stead Blvd	2030
Pembroke Dr - Widen	McCarran to Veterans	2030
Pyramid Hwy/395 Connector Phase 2	Widen Disc Dr from Pyramid to Vista Blvd	2030

## Capacity Projects on Model Network and Model Years (continued)

Pyramid Hwy - Add southbound Lane	Ingenuity to Egyptian	2030
Red Rock Rd - Widen 2 to 4 Lanes	US 395 to Placerville Dr	2030
S. Virginia Street - Add NB Lane	Longley Ln to I-580	2030
Sparks Blvd - Multimodal Improvements and Widen 4 to 6 Lanes	Greg St to Baring Blvd	2030
Steamboat Pkwy and Damonte Ranch Pkwy - Widen	Veterans Pkwy to Promenade Way	2030
Vista Blvd - Widen 4 to 6 Lanes	I-80 to Prater Way	2030
Butch Cassidy extension	West end of existing Butch Cassidy to Thomas Creek/Mt. Rose intersection	2030
Downtown Reno bike network related lane reductions	Virginia Street: 5th Street to 8th Street	
<b>Amended Projects</b>		
Center Street sidewalks & add bike lanes	9th Street to Moran	2030
Lake St/Sinclair St/Evans Ave	2nd Street to 4th Street	2030
Vassar Street Bike Facility	Kietzke Ln to Terminal Way	2030
Vine Street - Bike Facility	Riverside Drive to University Terrace	2030
<b>2031-2050 Projects</b>	<b>Limits</b>	<b>Model Year</b>
Spaghetti Bowl Phases 3-5	Multiple locations	2040
US 395 Widen for Connector Traffic - Additional NB Lane	Clear Acre to Parr Blvd	2040
I-580 - Widening	Neil Rd to S Virginia St/ Kietzke Ln	2040
I-80 - Widening	Garson Rd to West 4th St	2040
9th Street Extension	To N Wells Ave	2040
Arrowcreek Pkwy - Widen	Wedge Pkwy to Thomas Creek Rd	2040
Arrowcreek Pkwy - Widen 2 to 4 Lanes	Wedge Pkwy to Zolezzi Ln	2040
Golden Valley Road/7th Ave (O'Brien Pass)	N Hills to W 7th Ave	2040

## Capacity Projects on Model Network and Model Years (continued)

Highland Ranch Parkway - Widen	Pyramid to Sun Valley Blvd	2040
Lemmon Dr Extension	To Red Rock Rd	2040
McCarran Blvd	Plumb Ln to Mayberry Dr	2040
McCarran Blvd - Widen 4 to 6 Lanes	El Rancho Dr to Rock Blvd	2040
McCarran Blvd - Widen 4 to 6 Lanes	Sky Mountain Dr to I80	2040
McCarran Blvd - Widen 4 to 6 Lanes	7th St to N Virginia St	2040
McCarran Blvd- Widening	Mayberry to 4th St	2040
Mira Loma Dr - Widen 2 to 4 Lanes	McCarran to Veterans	2040
Panther Extension	N Virginia to Panther to N Hills Blvd	2040
Pyramid/395 Connector Phase 3 Construct Connector	US 395 to Pyramid Hwy south of Sparks Blvd, Disc Dr ext	2040
Record St - Realignment and Parking Garage Access	Evans Ave to 9th St; Lake St to Evans Ave	2040
Rio Wrangler - Widen	Spring Flower Dr to Western Skies Dr	2040
Robb Dr Extension	4th Street to I-80	2040
S. McCarran - Widen	Manzanita to Plumb Ln	2040
S. McCarran - Widen	Lakeside to Manzanita	2040
Vista - Widening	Wingfield Pkwy to Hubble Dr	2040
Vista Knoll Pkwy Ext	To Lemmon Dr	2040
West Sun Valley Arterial - New 4 Lane Road	Dandini Blvd to Eagle Canyon	2040
Center St/Mary St - Buffered Bike Lanes	Liberty St - Plumas St	2040
Sutro/Kirman - Sidewalks	Truckee River to Plumb Ln	2040
Vista Blvd - Sidewalks and Bike Lanes	Greg St to S Los Altos Pkwy	2040
I-80 Operations & Capacity	Vista Blvd to US Pkwy	2050
US 395 - Widening	Stead to Red Rock Rd	2050
Eagle Canyon Extension -Widen 2 to 4 Lanes	Pyramid Hwy to W Calle de la Plata	2050
Eagle Canyon Extension - New 4 Lane Road	Lemmon Valley to Spanish Springs	2050

## Capacity Projects on Model Network and Model Years (continued)

Echo Ave Extension	Red Rock Rd to Moya Blvd	2050
Estates Dr - Reconstruct	Lemmon Dr to Golden Valley Rd	2050
Pyramid/395 Connector Phase 4 System Ramps	System Ramps at US 395	2050
Pyramid Hwy Phase 5 - Widen	6 lanes from Sparks to La Posada, 4 lanes from Egyptian to Calle de la Plata	2050
Silver Knolls Blvd - New Road	Red Rock Rd to Silver Knolls Blvd	2050
SS/ER Parkway - New Road	Red Rock Rd to Mud Spring Dr	2050
TRI Center Northern Connection	La Posada to TRI Center	2050
TRI Center Southern Connection	Eastern Daybreak Boundary to Washoe County Line	2050
White Lake Pkwy - Widen	North Town Center Rd to Village Pkwy	2050
North Virginia - New Road	Stead to White Lake	2050

### Notes:

*This table includes only projects that impact network capacity for the air quality analysis. Other non-capacity related projects in the RTP projects are not listed here.*



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item:** 5.2.

To: Regional Transportation Commission

From: Graham Dollarhide, Acting Planning Manager

**SUBJECT: RTIP Amendment No. 2 for FFY 2023-2027**

### **RECOMMENDED ACTION**

Conduct a public hearing regarding approval of Amendment No. 2 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 2 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP).

### **BACKGROUND AND DISCUSSION**

Amendment No. 2 to the FFY 2023-2027 RTIP is required to add new projects and remove others in conjunction with those included as part of the RTP amendment. The projects on the Center Street and 3rd Street corridors are being removed from the RTIP because the implementation schedule for each now falls outside of the FFY 2023-2027 timeframe. The RTIP amendment also includes updates to project scope, name, cost, limits, and/or other details for several other projects for which newer information is available. A full list of these projects is provided below, with additional details included with the attached project listing.

An air quality conformity analysis for the proposed RTP amendment is required as the Butch Cassidy extension project is considered to be a capacity project and not exempt from transportation conformity requirements. An air quality conformity analysis was conducted as a part of the RTP amendment process. Emissions were estimated using EPA's MOVES4 model and compared with the Motor Vehicle Emission Budgets. The air quality conformity analysis report was updated to reflect the changes and included in the RTP amendment. Based on existing and planned commitments, the air quality analysis demonstrates that the required air quality conformity determination can be made. The RTP is shown to be in conformance with federal air quality regulations. The Interagency Air Quality Consultation Group recommended approval of the air quality analysis on December 20, 2023.

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A complete list of the projects included within this amendment, as well as a brief description of the changes to each project, are as follows:

- Arlington Avenue Bridges Replacement – update to funding by phase to match RAISE Grant Agreement (no change to total cost or federal/local shares)
- Butch Cassidy Extension – new project addition requiring an air quality conformity analysis
- Center Street Multimodal Improvements – update to project schedule in the RTP and removal from the RTIP due to the implementation schedule now falling outside of the FFY 2023-2027 timeframe
- E 6th Street Bicycle Facility and Safety Improvements – update to total project cost, which now includes federal funding (recent Safe Streets and Roads for All discretionary award)
- 5th Street Multimodal Improvements – update to total project cost, which now includes federal funding
- FlexRIDE/ACCESS expansion vehicles – new project utilizing FTA 5310 funds according to the RTC’s new Program Management Plan
- Geiger Grade Realignment – update to project schedule
- Lake Street/Sinclair Street/Evans Avenue Micromobility – new project addition as part of the Downtown Reno micromobility network
- Lemmon Drive Traffic Improvements and Resiliency Project – minor change to project title and year of obligation for RAISE funds
- Military Road Capacity & Safety Project – update to scope
- Mill Street Capacity & Safety Project – minor updates to project title and limits
- Mt. Rose Corridor Study Recommendations Phase 1 Improvements – update to scope, limits, and cost
- North Virginia Street Multimodal Project – Design – update to lead agency and project cost
- North Virginia Street Widening – update to project schedule
- Pyramid Hwy/Sparks Blvd Interchange and Connector Improvements – Feasibility and Preliminary Design – update to project title, scope, and schedule
- Pyramid Way Lane Addition – minor change to project title
- School Zone Safety Infrastructure – new project reallocating Transportation Alternative Set-Aside funding previously relinquished by Washoe County School District
- Steamboat Pkwy and Damonte Ranch Pkwy Capacity Project – update to total project cost
- Sun Valley Boulevard Corridor Improvements – Phase 2 – update to project schedule and funding mix, which now includes federal funds
- 3rd Street Bicycle Facility – update to project schedule in the RTP and removal from the RTIP due to the implementation schedule now falling outside of the FFY 2023-2027 timeframe
- Vassar Street Multimodal Improvements – update to project schedule
- Vine Street Bike Facility – update to project schedule and cost, which now includes federal funding
- Virginia Line BRT Improvements Project – update to project title, limits, schedule, and cost
- Virginia Street Micromobility – new project addition as part of the Downtown Reno micromobility network

A public comment period preceded this public hearing (December 27, 2023 – January 16, 2024). The draft documents were posted on the agency website, and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

The Citizens Multimodal Advisory Committee (CMAC) and the Technical Advisory Committee (TAC) met on January 3rd and 4th, 2024, respectively, with each committee recommending approval of the amendment.

### **FISCAL IMPACT**

Funding for the project cost estimates in the proposed amendment have been budgeted based on anticipated federal, state and local revenue sources. Funds previously relinquished under the RTC's Transportation Alternatives Set-Aside Program have been reallocated to a replica project as part of this amendment.

### **PREVIOUS BOARD ACTION**

11/17/2023    Adopted a resolution approving Amendment No. 1 to the FFY 2023-2027 RTIP.  
08/18/2023    Approved a resolution adopting the Federal Fiscal Years (FFY) 2023-2027 Regional Transportation Improvement Program (RTIP).



## **RESOLUTION**

### **RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 2 TO THE FEDERAL FISCAL YEARS (FFY) 2023-2027 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.**

**WHEREAS**, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

**WHEREAS**, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

**WHEREAS**, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2023-2027 RTIP which includes all federal and non-federal regionally significant transportation projects; and

**WHEREAS**, the RTC finds Amendment No. 2 to the FFY 2023-2027 RTIP in conformance with the 2050 Regional Transportation Plan (RTP); and

**WHEREAS**, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP amendment conforms with the intent of the State Air Quality Implementation Plan; and,

**WHEREAS**, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2023-2027 RTIP is limited to projects for which funds are available or committed; and

**WHEREAS**, the FFY 2023-2027 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

**NOW, THEREFORE, BE IT RESOLVED** that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 2 to the FFY 2023-2027 Regional Transportation Improvement Program.

## **CERTIFICATE**

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on January 19, 2024.

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Ed Lawson, Chair  
Regional Transportation Commission

State TIP ID	WA20170122	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$28,300,944
Lead Agency	RTC Washoe	Contact	Judy Tortelli 7753351824	NDOT	District 2	County	WASHOE
Project Type	Bridge/Structures	Air Quality	Exempt	TCM	No	Construction	2023 start
Project Name	Arlington Avenue Bridges Replacement						
Project Limits	At Arlignton Avenue Bridge# B1531, B1532						
Scope	Replace the Arlington Avenue Bridges at the Truckee River						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	HIGHWAY INFRA COVID WA	\$3,300,944	-	-	-	-	-	-	\$3,300,944
	Total Preliminary Engineering	\$3,300,944	-	-	-	-	-	-	\$3,300,944
CON	Congressionally Directed Spending	-	-	\$2,000,000	-	-	-	-	\$2,000,000
CON	Local Fuel Tax - RTCWA	-	\$300,000	\$9,800,000	-	-	-	-	\$10,100,000
CON	RAISE Grant	-	-	\$7,000,000	-	-	-	-	\$7,000,000
CON	STBG WA	-	-	\$5,900,000	-	-	-	-	\$5,900,000
	Total Construction	-	\$300,000	\$24,700,000	-	-	-	-	\$25,000,000
	Total Programmed	\$3,300,944	\$300,000	\$24,700,000	-	-	-	-	\$28,300,944



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
18-00 Adoption 2018-2022	08/17/2017	09/12/2017	09/29/2017	09/28/2017
19-00 Adoption 2019-2023	08/17/2018	09/17/2018	09/19/2018	09/18/2018
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
20-09 Amendment 2020-2024	05/22/2020	05/27/2020	06/01/2020	N/A
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-04 Amendment 2021-2025	05/14/2021	05/17/2021	N/A	N/A
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Other, moved funds between phases

Funding Change(s):  
Total project cost stays the same \$28,300,944

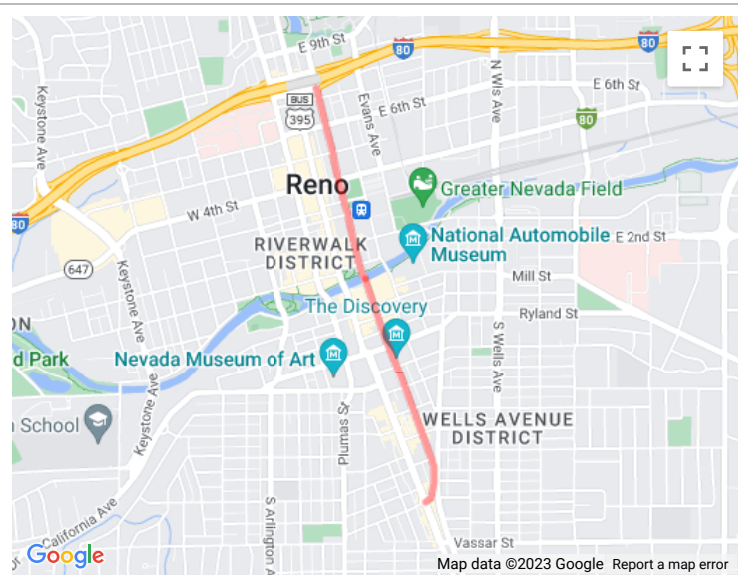
<i>State TIP ID</i>	WA20230016	<i>MPO/TIP</i>	RTC Washoe 23-02	<i>Local ID</i>		<i>Total Cost</i>	\$11,700,000
<i>Lead Agency</i>	RTC Washoe	<i>Contact</i>	Jeff Wilbrecht 7753351872	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Major/New Construction	<i>Air Quality</i>	Non-Exempt	<i>TCM</i>	No	<i>Construction</i>	2026 start
<i>Project Name</i>	Butch Cassidy Extension						
<i>Project Limits</i>	At Butch Cassidy Drive From Tuscan Sun Ct To Thomas Creek Rd of Distance (mile) 1/4 mile						
<i>Scope</i>	New two-lane roadway connection including multimodal path. Extension of west end of Butch Cassidy to Thomas Creek/Mt. Rose Highway intersection.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	-	\$2,200,000	-	-	-	\$2,200,000
	<i>Total Preliminary Engineering</i>	-	-	-	\$2,200,000	-	-	-	\$2,200,000
ROW	Local Fuel Tax - RTCWA	-	-	-	\$1,500,000	-	-	-	\$1,500,000
	<i>Total Right of Way</i>	-	-	-	\$1,500,000	-	-	-	\$1,500,000
CON	Local Fuel Tax - RTCWA	-	-	-	-	\$8,000,000	-	-	\$8,000,000
	<i>Total Construction</i>	-	-	-	-	\$8,000,000	-	-	\$8,000,000
	<i>Total Programmed</i>	-	-	-	\$3,700,000	\$8,000,000	-	-	\$11,700,000

*Map Has Not Been Mark	Version History				
	<i>TIP Document</i>			<i>MPO Approval</i>	<i>State Approval</i>
	23-02	Amendment	2023-2027	<i>Pending</i>	<i>Pending</i>
				<i>FHWA Approval</i>	<i>FTA Approval</i>
				<i>Pending</i>	N/A
<i>Current Change Reason</i>					
SCHEDULE / FUNDING / SCOPE - New Project					

State TIP ID	WA20170123	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$0
Lead Agency	RTC Washoe	Contact	Maria Paz Fernandez (775) 335-1861	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	Yes	Construction	N/A
Project Name	Center Street Multimodal Improvements						
Project Limits	At Center Street From S. Virginia Street To I-80 of Distance (mile) 1.4						
Scope	Construct two-way cycle track on the west side of Center Street and spot sidewalk improvements.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
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Version History

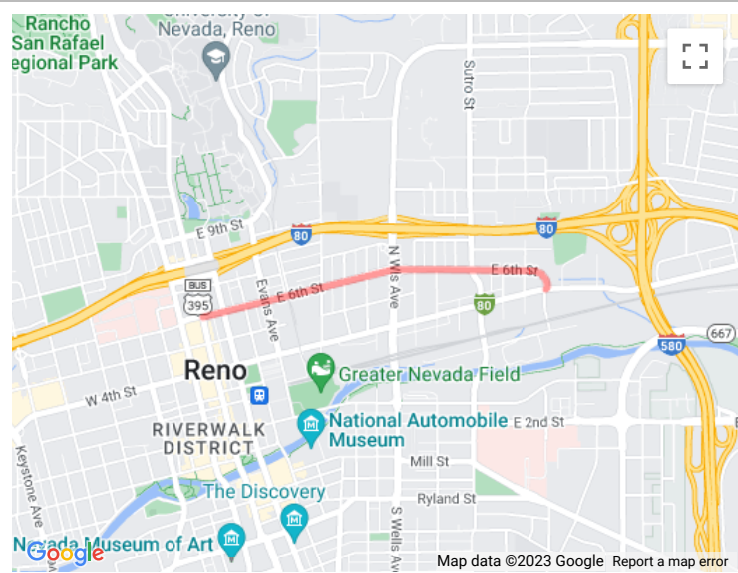
TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
18-00 Adoption 2018-2022	08/17/2017	09/12/2017	09/29/2017	09/28/2017
19-00 Adoption 2019-2023	08/17/2018	09/17/2018	09/19/2018	09/18/2018
19-03 Amendment 2019-2023	03/15/2019	03/21/2019	03/25/2019	03/22/2019
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05 Amendment 2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

Delete project

Funding Change(s):  
Total project cost decreased from \$11,080,000 to

State TIP ID	WA20210012	MPO/TIP	RTC Washoe 23-02				Local ID		Total Cost	\$24,472,045
Lead Agency	RTC Washoe	Contact	Daniel Doenges (775)335-1901				NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt				TCM	No	Construction	2025 start
Project Name	E 6th Street Bicycle Facility and Safety Improvements									
Project Limits	At E 6th Street From Virginia Street To 4th Street of Distance (mile) 1.2									
Scope	Construct bicycle facilities and safety improvements from Virginia Street to 4th Street									
Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total	
PE	Local Fuel Tax - RTCWA	-	-	\$2,447,250	-	-	-	-	\$2,447,250	
Total Preliminary Engineering		-	-	\$2,447,250	-	-	-	-	\$2,447,250	
CON	Local Fuel Tax - RTCWA	-	-	-	\$13,061,683	-	-	-	\$13,061,683	
CON	Safe Streets and Roads For All Grant	-	-	-	\$8,963,112	-	-	-	\$8,963,112	
Total Construction		-	-	-	\$22,024,795	-	-	-	\$22,024,795	
Total Programmed		-	-	\$2,447,250	\$22,024,795	-	-	-	\$24,472,045	



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

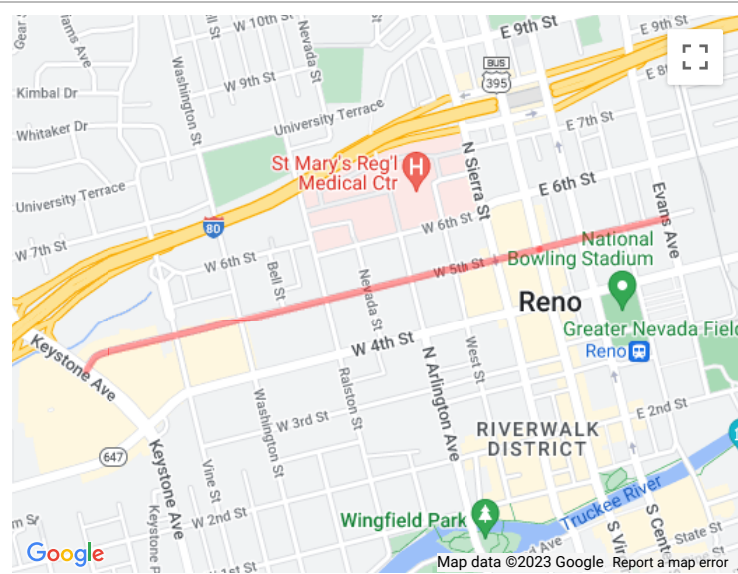
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Positive change in cost over \$ 5 Million and greater than twenty percent (20%) is requested/anticipated.

Funding Change(s):  
Total project cost increased from \$6,000,000 to \$24,472,045

State TIP ID	WA20210010	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$5,350,000
Lead Agency	RTC Washoe	Contact	Daniel Doenges (775)335-1901	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	No	Construction	2026 start
Project Name	5th Street Multimodal Improvements						
Project Limits	At 5th Street From Keystone Ave To Evans Ave of Distance (mile) 1						
Scope	Multimodal improvements from Keystone Ave to Evans Ave.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	-	\$550,000	-	-	-	\$550,000
	Total Preliminary Engineering	-	-	-	\$550,000	-	-	-	\$550,000
CON	Local Fuel Tax - RTCWA	-	-	-	-	\$4,800,000	-	-	\$4,800,000
	Total Construction	-	-	-	-	\$4,800,000	-	-	\$4,800,000
	Total Programmed	-	-	-	\$550,000	\$4,800,000	-	-	\$5,350,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05 Amendment 2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Project is moved back.

Funding Change(s):  
Total project cost decreased from \$8,000,000 to \$5,350,000

State TIP ID	WA20230017
Lead Agency	RTC Washoe
Project Type	Transit - Capital & Rehab
Project Name	FlexRIDE/ACCESS expansion vehicles
Project Limits	
Scope	vehicle fleet expansion program for Flex

<i>MPO/TIP</i>	RTC Washoe 23-02
<i>Contact</i>	Jim Gee 7753350020
<i>Air Quality</i>	Exempt

<i>Local ID</i>	
<i>NDOT</i>	District 2
<i>TCM</i>	No

Total Cost	\$1,212,371
County	WASHOE
Construction	N/A

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
OTHER	FTA 5310 Elderly/Disabled Lrg Urb Capital	-	-	\$1,151,752	-	-	-	-	\$1,151,752
OTHER	Local Sales Tax - RTCWA	-	-	\$60,619	-	-	-	-	\$60,619
	<i>Total Other</i>	-	-	\$1,212,371	-	-	-	-	\$1,212,371
	<i>Total Programmed</i>	-	-	\$1,212,371	-	-	-	-	\$1,212,371

\*Map Has Not Been Mark

## Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-02      Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

\*Not Location Specific



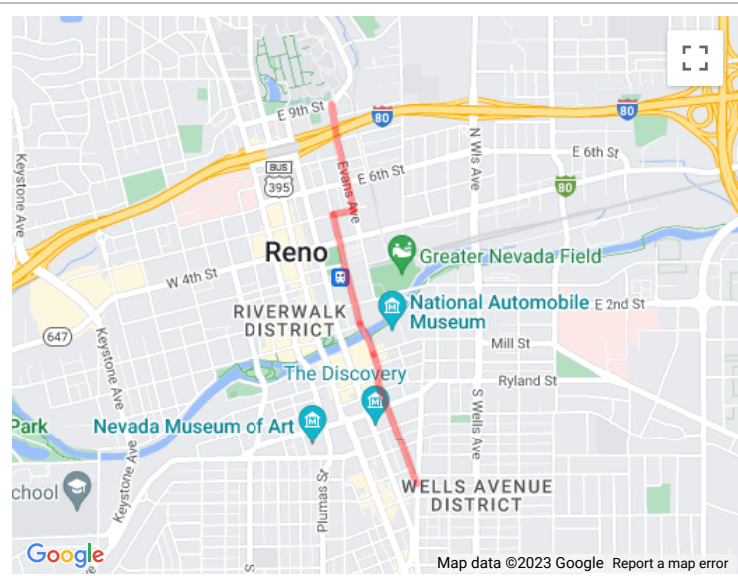
State TIP ID	WA20210003	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$84,000,000
Lead Agency	RTC Washoe	Contact	Doug Maloy (775)335-1865	NDOT	District 2	County	WASHOE
Project Type	Major/New Construction	Air Quality	Non-Exempt	TCM	No	Construction	2027 start
Project Name	Geiger Grade Realignment						
Project Limits	At From Virginia Street To Toll Road of Distance (mile) 0.4 Begin: 0 End: .4						
Scope	Construct new roadway alignment on Geiger Grade from Virginia Street to Toll Road						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	\$12,000,000	-	-	-	-	\$12,000,000
	Total Preliminary Engineering	-	-	\$12,000,000	-	-	-	-	\$12,000,000
ROW	Local Fuel Tax - RTCWA	-	-	-	-	\$12,000,000	-	-	\$12,000,000
	Total Right of Way	-	-	-	-	\$12,000,000	-	-	\$12,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	-	-	\$59,000,000	-	\$59,000,000
CON	STBG WA	-	-	-	-	-	\$1,000,000	-	\$1,000,000
	Total Construction	-	-	-	-	-	\$60,000,000	-	\$60,000,000
	Total Programmed	-	-	\$12,000,000	-	\$12,000,000	\$60,000,000	-	\$84,000,000

*Map Has Not Been Mark		Version History				
		TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-03	Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021	
21-92	Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A	
23-00	Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023	
23-02	Amendment 2023-2027	Pending	Pending	Pending	N/A	
		Current Change Reason				
		SCHEDULE / FUNDING / SCOPE - Project is moved back.				
		Funding Change(s):				
		Total project cost stays the same \$84,000,000				

State TIP ID	WA20230015	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$4,700,000
Lead Agency	RTC Washoe	Contact	Dale Keller 7753351827	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	No	Construction	2026 start
Project Name	Lake Street/Sinclair Street/Evans Avenue Micromobility						
Project Limits	At Lake St/Sinclair St/Evans Ave From Ninth Street To Holcomb Avenue of Distance (mile) 1.36						
Scope	Construct bicycle facilities and safety improvements on Lake Street from E Fifth Street to Holcomb Avenue (Lake Street becomes Sinclair Street at Mill Street through Holcomb Avenue), and on Evans Avenue from E Ninth Street to E Fifth Street (connection between Lake Street and Evans Avenue is made on E Fifth Street as part of the overall micromobility project).						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	-	\$600,000	-	-	-	\$600,000
	Total Preliminary Engineering	-	-	-	\$600,000	-	-	-	\$600,000
CON	CMAQ - Washoe County	-	-	-	-	\$4,100,000	-	-	\$4,100,000
	Total Construction	-	-	-	-	\$4,100,000	-	-	\$4,100,000
	Total Programmed	-	-	-	\$600,000	\$4,100,000	-	-	\$4,700,000



Version History

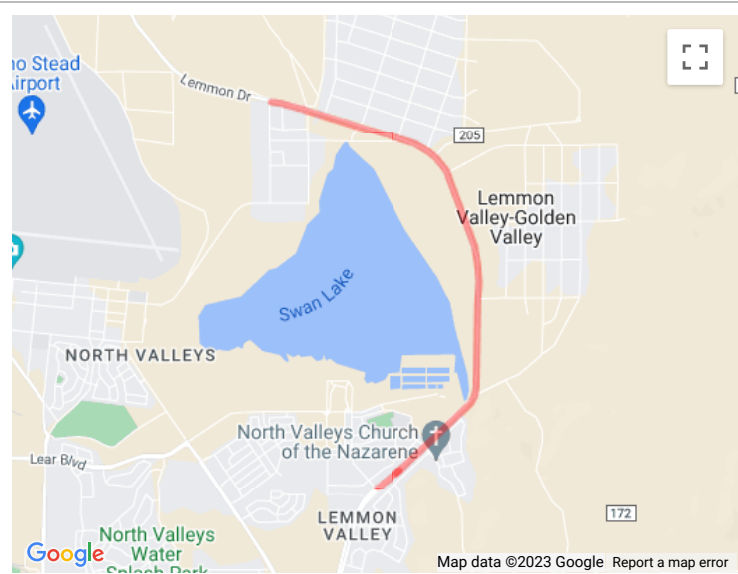
TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

State TIP ID	WA20200070	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$49,410,526
Lead Agency	RTC Washoe	Contact	Dale Keller 7753351827	NDOT	District 2	County	WASHOE
Project Type	Road Improvement	Air Quality	Non-Exempt	TCM	No	Construction	2025 start
Project Name	Lemmon Drive Traffic Improvements and Resiliency Project						
Project Limits	At Lemmon Drive From Fleetwood Drive To Ramsey Way of Distance (mile) 3.1						
Scope	Project will improve traffic operations and add resiliency through stormwater and other improvements.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Congressionally Directed Spending	-	\$4,000,000	-	-	-	-	-	\$4,000,000
PE	Local Fuel Tax - RTCWA	-	\$210,526	-	-	-	-	-	\$210,526
Total Preliminary Engineering		-	\$4,210,526	-	-	-	-	-	\$4,210,526
ROW	Local Fuel Tax - RTCWA	-	-	\$2,000,000	-	-	-	-	\$2,000,000
Total Right of Way		-	-	\$2,000,000	-	-	-	-	\$2,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	\$18,200,000	-	-	-	\$18,200,000
CON	RAISE Grant	-	-	-	\$25,000,000	-	-	-	\$25,000,000
Total Construction		-	-	-	\$43,200,000	-	-	-	\$43,200,000
Total Programmed		-	\$4,210,526	\$2,000,000	\$43,200,000	-	-	-	\$49,410,526



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-01 Amendment 2021-2025	11/20/2020	12/02/2020	12/09/2020	12/03/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-91 Amendment 2021-2025	09/16/2022	11/10/2022	11/30/2022	11/10/2022
21-93 Amendment 2021-2025	12/16/2022	12/19/2022	12/22/2022	N/A
21-96 Amendment 2021-2025	04/14/2023	4/18/2023	N/A	N/A
21-97 Amendment 2021-2025	05/04/2023	05/11/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

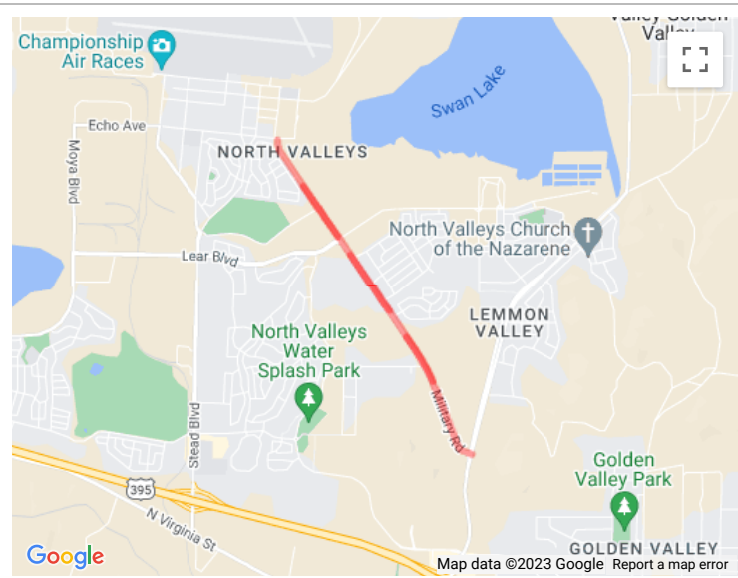
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Other, slight change to project name and obligation of RAISE funds

Funding Change(s):  
Total project cost stays the same \$49,410,526

State TIP ID	WA20230007	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$35,412,000
Lead Agency	RTC Washoe	Contact	Jeff Wilbrecht 7753351872	NDOT	District 2	County	WASHOE
Project Type	Capacity	Air Quality	Non-Exempt	TCM	No	Construction	2026 start
Project Name	Military Road Capacity & Safety Project						
Project Limits	At Military Rd From Lemmon Dr To Echo Ave of Distance (mile) 2.45						
Scope	Roadway widening, safety, and multimodal improvements.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	\$5,000,000	-	-	-	-	\$5,000,000
	Total Preliminary Engineering	-	-	\$5,000,000	-	-	-	-	\$5,000,000
ROW	Local Fuel Tax - RTCWA	-	-	-	\$5,000,000	-	-	-	\$5,000,000
	Total Right of Way	-	-	-	\$5,000,000	-	-	-	\$5,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	-	\$25,412,000	-	-	\$25,412,000
	Total Construction	-	-	-	-	\$25,412,000	-	-	\$25,412,000
	Total Programmed	-	-	\$5,000,000	\$5,000,000	\$25,412,000	-	-	\$35,412,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

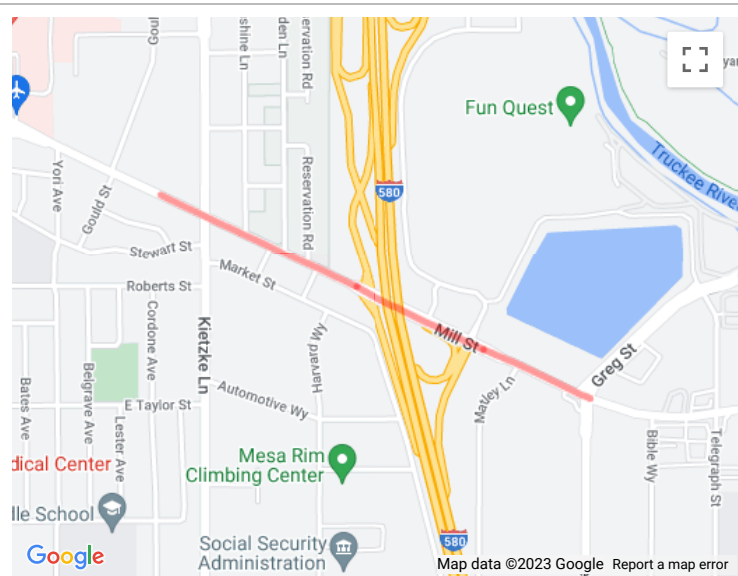
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Other, tweak to scope language

Funding Change(s):  
Total project cost stays the same \$35,412,000

State TIP ID	WA20190038	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$40,000,000
Lead Agency	RTC Washoe	Contact	Doug Maloy (775)335-1865	NDOT	District 2	County	WASHOE
Project Type	Capacity	Air Quality	Non-Exempt	TCM	No	Construction	2025 start
Project Name	Mill Street Capacity & Safety Project						
Project Limits	At Mill Street From 500 ft W of Kietzke Ln To Terminal Way of Distance (mile) 0.8 mile						
Scope	Multimodal, operational, safety, and capacity improvements.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	\$5,000,000	-	-	-	-	-	-	\$5,000,000
	Total Preliminary Engineering	\$5,000,000	-	-	-	-	-	-	\$5,000,000
ROW	Local Fuel Tax - RTCWA	-	\$15,000,000	-	-	-	-	-	\$15,000,000
	Total Right of Way	-	\$15,000,000	-	-	-	-	-	\$15,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	\$20,000,000	-	-	-	\$20,000,000
	Total Construction	-	-	-	\$20,000,000	-	-	-	\$20,000,000
	Total Programmed	\$5,000,000	\$15,000,000	-	\$20,000,000	-	-	-	\$40,000,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

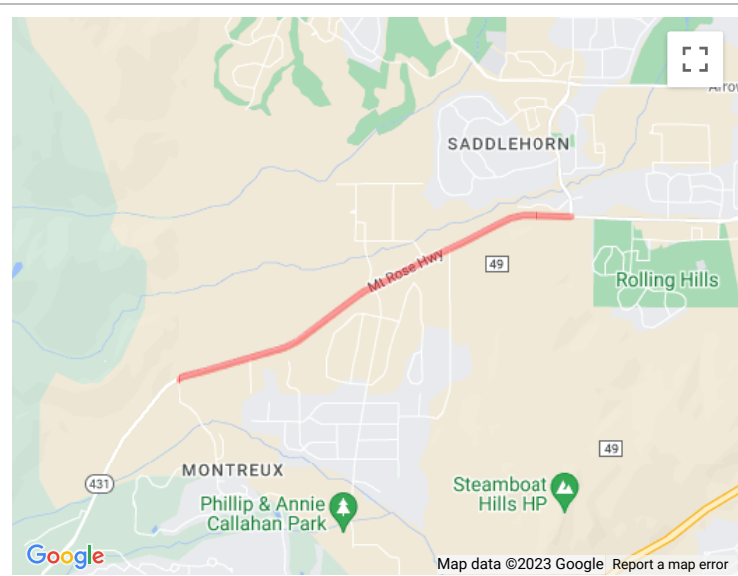
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Other, minor change to extent details

Funding Change(s):  
Total project cost stays the same \$40,000,000

State TIP ID	WA20220027	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$26,000,000
Lead Agency	RTC Washoe	Contact	Judy Tortelli 7753351824	NDOT	District 2	County	WASHOE
Project Type	Major/New Construction	Air Quality	Exempt	TCM	No	Construction	2026 start
Project Name	Mt. Rose Corridor Study Recommendations Phase 1 Improvements						
Project Limits	At From Bordeaux Dr To Thomas Creek Rd of Distance (mile) 3.22 Begin: 18.59 End: 21.81						
Scope	Construct roundabouts at Bordeaux Dr and Callahan Rd. Add raised median and a shared use path.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	\$3,000,000	-	-	-	-	\$3,000,000
	Total Preliminary Engineering	-	-	\$3,000,000	-	-	-	-	\$3,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	-	\$10,000,000	-	-	\$10,000,000
CON	State Gas Tax	-	-	-	-	\$13,000,000	-	-	\$13,000,000
	Total Construction	-	-	-	-	\$23,000,000	-	-	\$23,000,000
	Total Programmed	-	-	\$3,000,000	-	\$23,000,000	-	-	\$26,000,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-93 Amendment 2021-2025	12/16/2022	12/19/2022	12/22/2022	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

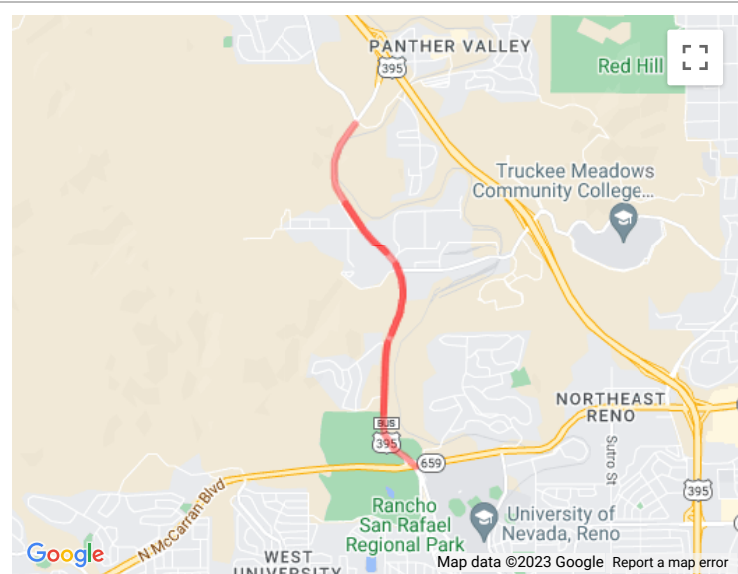
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Significant change in the design or scope of any project identified in the STIP/RTIP.

Funding Change(s):  
Total project cost decreased from \$36,000,000 to \$26,000,000

State TIP ID	XS20220010	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$967,160
Lead Agency	Nevada DOT	Contact	Dale Keller 7753351827	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	No	Construction	N/A
Project Name	North Virginia Street Multimodal Project - Design						
Project Limits	At From McCarran To US 395 of Distance (mile) 2.43 Begin: 27.57 End: 30						
Scope	Multimodal improvements on N. Virginia Street from McCarran Boulevard to US 395. The design portion of the project.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	\$967,160	-	-	-	-	\$967,160
Total Preliminary Engineering		-	-	\$967,160	-	-	-	-	\$967,160
Total Programmed		-	-	\$967,160	-	-	-	-	\$967,160



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

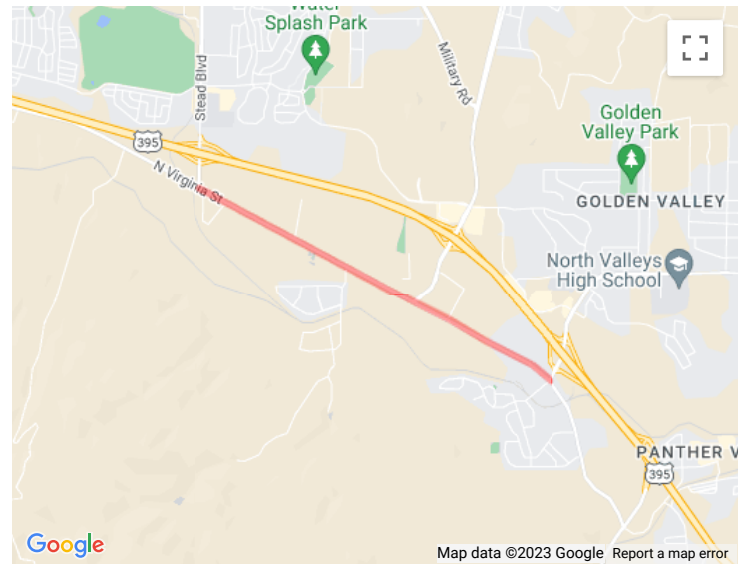
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Privately funded project is changed to public funding.

Funding Change(s):  
Total project cost decreased from \$1,500,000 to \$967,160

State TIP ID	WA20210005	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$55,000,000
Lead Agency	RTC Washoe	Contact	Daniel Doenges (775)335-1901	NDOT	District 2	County	WASHOE
Project Type	Capacity	Air Quality	Non-Exempt	TCM	No	Construction	2026 start
Project Name	North Virginia Street Widening						
Project Limits	At Virginia Street From Panther Drive To Stead Blvd of Distance (mile) 3.75						
Scope	Panther Drive to Stead Blvd						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	\$5,000,000	-	-	-	-	-	\$5,000,000
	Total Preliminary Engineering	-	\$5,000,000	-	-	-	-	-	\$5,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	-	\$50,000,000	-	-	\$50,000,000
	Total Construction	-	-	-	-	\$50,000,000	-	-	\$50,000,000
	Total Programmed	-	\$5,000,000	-	-	\$50,000,000	-	-	\$55,000,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

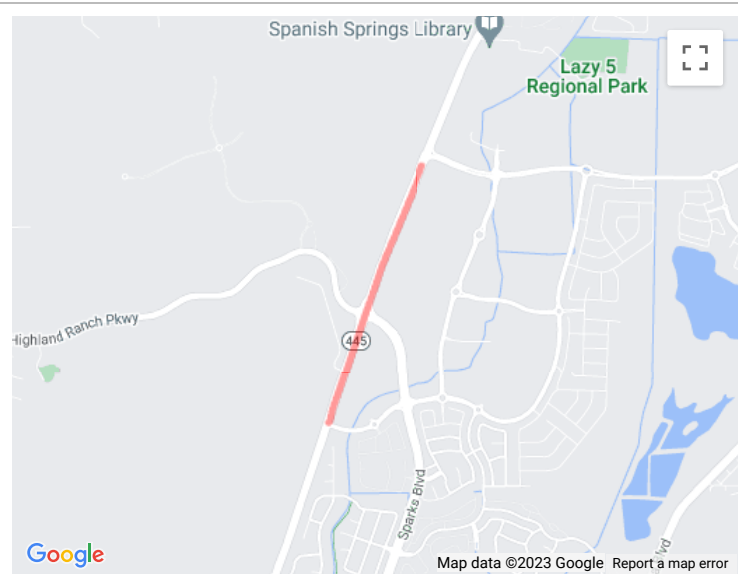
SCHEDULE / FUNDING / SCOPE - Project is moved back.

Funding Change(s):  
Total project cost stays the same \$55,000,000



State TIP ID	WA20220011	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$5,000,000
Lead Agency	RTC Washoe	Contact	Dale Keller 7753351827	NDOT	District 2	County	WASHOE
Project Type	Interchange/Intersection	Air Quality	Exempt	TCM	No	Construction	N/A
Project Name	Pyramid Hwy/Sparks Blvd Interchange and Connector Improvements - Feasibility and Preliminary Design						
Project Limits	At From Kiley Pkwy To Wingfield Hills Rd of Distance (mile) 1 Begin: 5.05 End: 6.05						
Scope	Preliminary design for improvements to the Pyramid Way and Sparks Blvd/Highland Ranch intersection, including converting existing intersection to a new grade-separated interchange. Preliminary design of the Pyramid/US 395 Connector (new road) between Pyramid Way and US 395.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	\$500,000	-	-	-	-	\$500,000
PE	STBG WA	-	-	\$4,500,000	-	-	-	-	\$4,500,000
Total Preliminary Engineering		-	-	\$5,000,000	-	-	-	-	\$5,000,000
Total Programmed		-	-	\$5,000,000	-	-	-	-	\$5,000,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
21-96 Amendment 2021-2025	04/14/2023	4/18/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

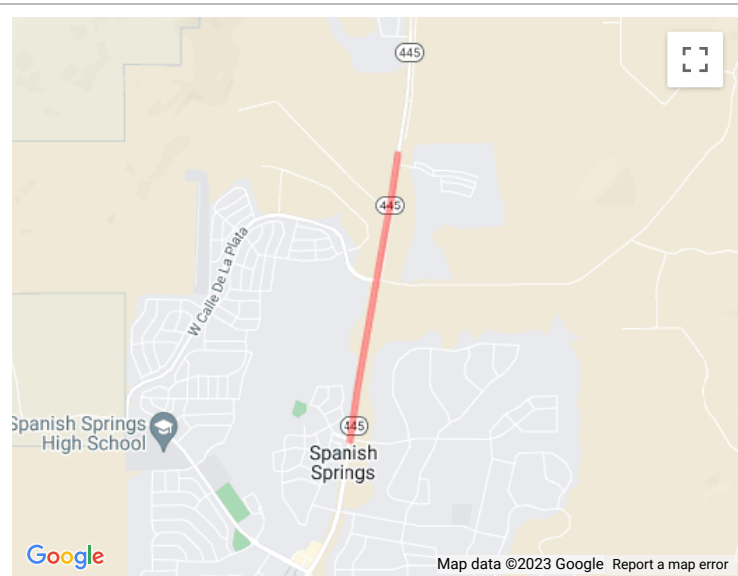
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Project is moved back.

Funding Change(s):  
Total project cost stays the same \$5,000,000

State TIP ID	WA20210021	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$11,500,000
Lead Agency	RTC Washoe	Contact	Doug Maloy (775)335-1865	NDOT	District 2	County	WASHOE
Project Type	Capacity	Air Quality	Non-Exempt	TCM	No	Construction	2025 start
Project Name	Pyramid Way Lane Addition						
Project Limits	At From Ingenuity Avenue To Egyptian Drive of Distance (mile) 1.82 Begin: 8.85 End: 10.67						
Scope	Add southbound lane from Ingenuity Avenue to Egyptian Drive.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	\$1,200,000	-	-	-	-	-	\$1,200,000
	Total Preliminary Engineering	-	\$1,200,000	-	-	-	-	-	\$1,200,000
ROW	Local Fuel Tax - RTCWA	-	-	-	\$300,000	-	-	-	\$300,000
	Total Right of Way	-	-	-	\$300,000	-	-	-	\$300,000
CON	Local Fuel Tax - RTCWA	-	-	-	\$10,000,000	-	-	-	\$10,000,000
	Total Construction	-	-	-	\$10,000,000	-	-	-	\$10,000,000
	Total Programmed	-	\$1,200,000	-	\$10,300,000	-	-	-	\$11,500,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05 Amendment 2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Other, minor project title change

Funding Change(s):  
Total project cost stays the same \$11,500,000

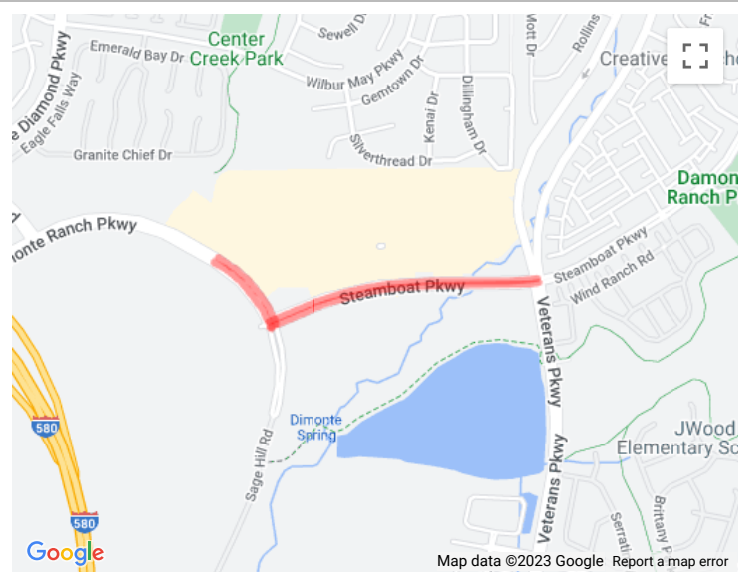
<i>State TIP ID</i>	WA20230018	<i>MPO/TIP</i>	RTC Washoe 23-02	<i>Local ID</i>		<i>Total Cost</i>	\$82,000
<i>Lead Agency</i>	City of Reno	<i>Contact</i>	Kurt Dietrich 775- 334-3334	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Safety	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	N/A
<i>Project Name</i>	School Zone Safety Infrastructure						
<i>Project Limits</i>							
<i>Scope</i>	City of Reno, in coordination with Washoe County School District, Safe Routes to School Program, will purchase and install solar powered radar signs and rapid flash beacons that will act as traffic calming devices in various school zones.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
OTHER	Local Fund	-	-	\$4,100	-	-	-	-	\$4,100
OTHER	TAP WA STBG	-	-	\$77,900	-	-	-	-	\$77,900
<i>Total Other</i>		-	-	\$82,000	-	-	-	-	\$82,000
<i>Total Programmed</i>		-	-	\$82,000	-	-	-	-	\$82,000

*Map Has Not Been Mark	Version History									
	TIP Document					MPO Approval				
	23-02      Amendment    2023-2027					State Approval				
						FHWA Approval				
*Not Location Specific						FTA Approval				
						Pending				
						Pending				
					Pending					
					N/A					
Current Change Reason										
SCHEDULE / FUNDING / SCOPE - New Project										

State TIP ID	WA20210011	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$9,900,000
Lead Agency	RTC Washoe	Contact	Daniel Doenges (775)335-1901	NDOT	District 2	County	WASHOE
Project Type	Capacity	Air Quality	Non-Exempt	TCM	No	Construction	2024 start
Project Name	Steamboat Pkwy and Damonte Ranch Pkwy Capacity Project						
Project Limits	At Steamboat Pkwy From Veterans Pkwy To Damonte Ranch Pkwy of Distance (mile) .45 At Damonte Ranch Pkwy From Steamboat Pkwy To Promenade Way of Distance (mile) .15						
Scope	Widen Steamboat Pkwy and Damonte Ranch Pkwy at various roadway sections from Veterans Pkwy to Promenade Way.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	RRIF (Regional Road Impact Fees) - RTCWA	\$400,000	-	-	-	-	-	-	\$400,000
	Total Preliminary Engineering	\$400,000	-	-	-	-	-	-	\$400,000
CON	RRIF (Regional Road Impact Fees) - RTCWA	-	-	\$9,500,000	-	-	-	-	\$9,500,000
	Total Construction	-	-	\$9,500,000	-	-	-	-	\$9,500,000
	Total Programmed	\$400,000	-	\$9,500,000	-	-	-	-	\$9,900,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Positive change in cost over \$ 5 Million and greater than twenty percent (20%) is requested/anticipated.

Funding Change(s):  
Total project cost increased from \$6,900,000 to \$9,900,000

State TIP ID	WA20190042	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$27,000,000
Lead Agency	RTC Washoe	Contact	Maria Paz Fernandez (775) 335-1861	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	No	Construction	2027 start
Project Name	Sun Valley Boulevard Corridor Improvements - Phase 2						
Project Limits	At From Scottsdale Road To 7th Avenue of Distance (mile) 2.6 Begin: 1 End: 3.6						
Scope	Multimodal improvements along the Sun Valley Boulevard corridor.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	\$2,000,000	-	-	-	-	\$2,000,000
	Total Preliminary Engineering	-	-	\$2,000,000	-	-	-	-	\$2,000,000
ROW	Local Fuel Tax - RTCWA	-	-	\$500,000	-	-	-	-	\$500,000
	Total Right of Way	-	-	\$500,000	-	-	-	-	\$500,000
CON	CMAQ - Washoe County	-	-	-	-	-	\$2,995,831	-	\$2,995,831
CON	Congressionally Directed Spending	-	-	-	-	-	\$2,500,000	-	\$2,500,000
CON	Local Fuel Tax - RTCWA	-	-	-	-	-	\$19,004,169	-	\$19,004,169
	Total Construction	-	-	-	-	-	\$24,500,000	-	\$24,500,000
	Total Programmed	-	-	\$2,500,000	-	-	\$24,500,000	-	\$27,000,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

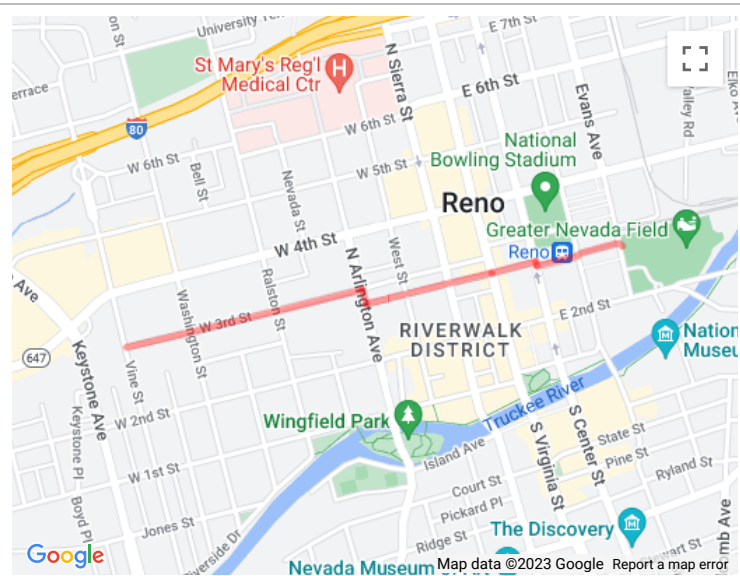
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Other, federal funding added, reducing local funds by equivalent amount

Funding Change(s):  
Total project cost stays the same \$27,000,000

State TIP ID	WA20210009	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$0
Lead Agency	RTC Washoe	Contact	Daniel Doenges (775)335-1901	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	No	Construction	N/A
Project Name	3rd Street Bicycle Facility						
Project Limits	At 3rd Street From Vine Street To Evans Street of Distance (mile) .85						
Scope	Construct bicycle facilities between Vine Street and Evans Street.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
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Version History

TIP Document			MPO Approval	State Approval	FHWA Approval	FTA Approval
21-03	Amendment	2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05	Amendment	2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
21-92	Amendment	2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00	Adoption	2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02	Amendment	2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

Delete project

Funding Change(s):  
Total project cost decreased from \$7,500,000 to

State TIP ID	WA20170126	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$4,500,000
Lead Agency	RTC Washoe	Contact	Scott Gibson (775)335-1874	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	Yes	Construction	2027 start
Project Name	Vassar Street Multimodal Improvements						
Project Limits	At Vassar Street From Kietzke Lane To Terminal Way of Distance (mile) .45						
Scope	Bicycle and sidewalk improvements.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	CMAQ - Washoe County	-	-	-	-	\$641,250	-	-	\$641,250
PE	Local Fuel Tax - RTCWA	-	-	-	-	\$33,750	-	-	\$33,750
Total Preliminary Engineering		-	-	-	-	\$675,000	-	-	\$675,000
CON	CMAQ - Washoe County	-	-	-	-	-	\$3,633,750	-	\$3,633,750
CON	Local Fuel Tax - RTCWA	-	-	-	-	-	\$191,250	-	\$191,250
Total Construction		-	-	-	-	-	\$3,825,000	-	\$3,825,000
Total Programmed		-	-	-	-	\$675,000	\$3,825,000	-	\$4,500,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
18-00 Adoption 2018-2022	08/17/2017	09/12/2017	09/29/2017	09/28/2017
19-00 Adoption 2019-2023	08/17/2018	09/17/2018	09/19/2018	09/18/2018
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05 Amendment 2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

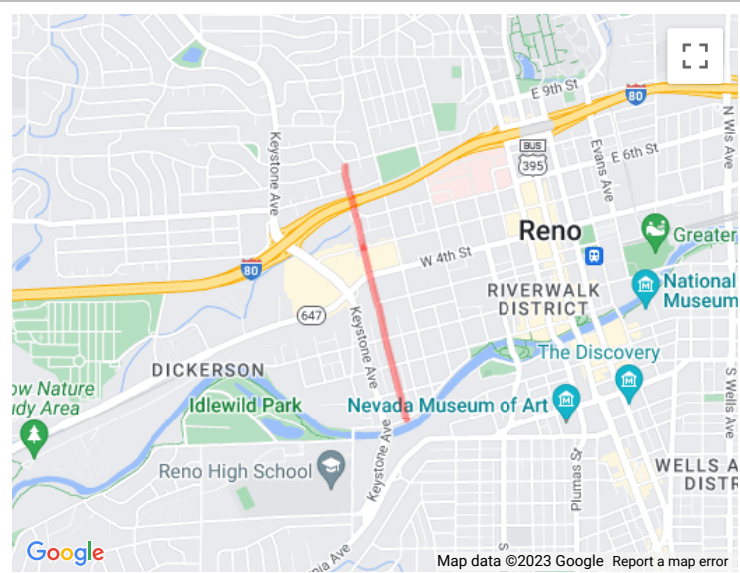
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Project is moved back.

Funding Change(s):  
Total project cost stays the same \$4,500,000

State TIP ID	WA20170128	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$4,400,000
Lead Agency	RTC Washoe	Contact	Scott Gibson (775)335-1874	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	Yes	Construction	2026 start
Project Name	Vine Street Bike Facility						
Project Limits	At Vine Street From Riverside Drive To University Terrace of Distance (mile) 0.85						
Scope	Roadway reconfiguration and bicycle facilities.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	-	\$700,000	-	-	-	\$700,000
	Total Preliminary Engineering	-	-	-	\$700,000	-	-	-	\$700,000
CON	CMAQ - Washoe County	-	-	-	-	\$3,700,000	-	-	\$3,700,000
	Total Construction	-	-	-	-	\$3,700,000	-	-	\$3,700,000
	Total Programmed	-	-	-	\$700,000	\$3,700,000	-	-	\$4,400,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
18-00 Adoption 2018-2022	08/17/2017	09/12/2017	09/29/2017	09/28/2017
19-00 Adoption 2019-2023	08/17/2018	09/17/2018	09/19/2018	09/18/2018
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05 Amendment 2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Project is moved back.

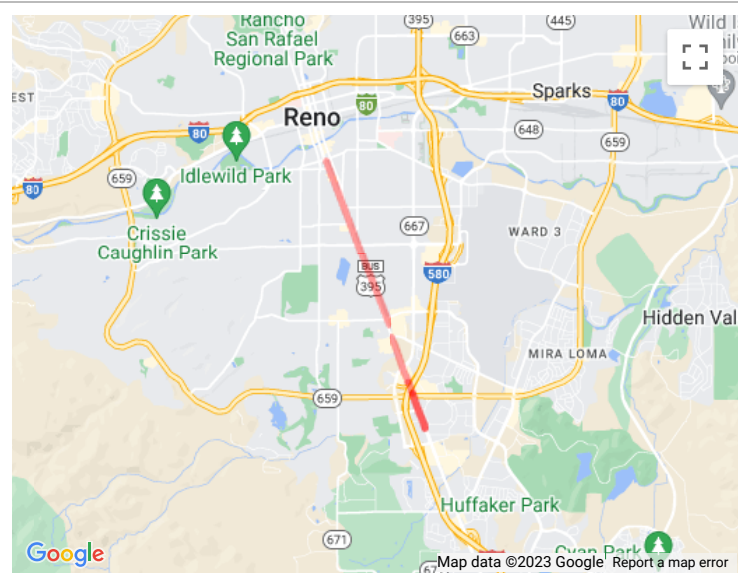
Funding Change(s):

Total project cost decreased from \$11,300,000 to \$4,400,000



State TIP ID	WA20210014	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$18,050,000
Lead Agency	RTC Washoe	Contact	Jeff Wilbrecht 7753351872	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	No	Construction	2025 start
Project Name	Virginia Line BRT Improvements Project						
Project Limits	At South Virginia Street From Liberty Street To Meadowood Mall Circle of Distance (mile) 3.5 miles						
Scope	Improve Virginia Line BRT operations and construct multimodal and ADA improvements from Liberty Street to Meadowood Mall Circle						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	FTA 5309 Small Starts	\$1,295,000	-	-	-	-	-	-	\$1,295,000
PE	Local Fuel Tax - RTCWA	\$1,295,000	-	-	-	-	-	-	\$1,295,000
Total Preliminary Engineering		\$2,590,000	-	-	-	-	-	-	\$2,590,000
ROW	Local Fuel Tax - RTCWA	-	-	-	\$1,000,000	-	-	-	\$1,000,000
Total Right of Way		-	-	-	\$1,000,000	-	-	-	\$1,000,000
CON	FTA 5309 Small Starts	-	-	-	\$5,060,000	-	-	-	\$5,060,000
CON	Local Fuel Tax - RTCWA	-	-	-	\$9,400,000	-	-	-	\$9,400,000
Total Construction		-	-	-	\$14,460,000	-	-	-	\$14,460,000
Total Programmed		\$2,590,000	-	-	\$15,460,000	-	-	-	\$18,050,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

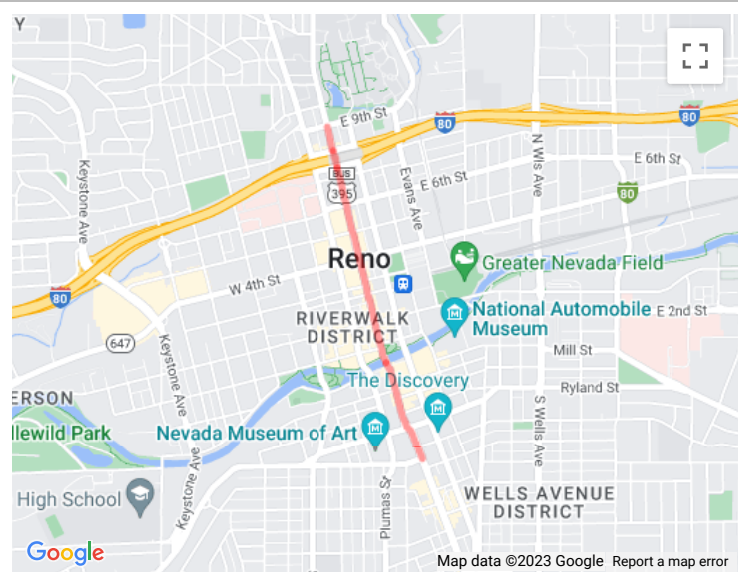
Current Change Reason

SCHEDULE / FUNDING / SCOPE - Project is moved back.

Funding Change(s):  
Total project cost decreased from \$25,900,000 to \$18,050,000

State TIP ID	WA20230014	MPO/TIP	RTC Washoe 23-02	Local ID		Total Cost	\$5,550,000
Lead Agency	RTC Washoe	Contact	Dale Keller 7753351827	NDOT	District 2	County	WASHOE
Project Type	Active Transportation (Bike/Ped)	Air Quality	Exempt	TCM	No	Construction	2026 start
Project Name	Virginia Street Micromobility						
Project Limits	At South/North Virginia Street From California Avenue To Ninth Street of Distance (mile) 1.02						
Scope	Construct bicycle facilities and safety improvements from California Avenue to Ninth Street						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	-	\$750,000	-	-	-	\$750,000
	Total Preliminary Engineering	-	-	-	\$750,000	-	-	-	\$750,000
CON	CMAQ - Washoe County	-	-	-	-	\$4,800,000	-	-	\$4,800,000
	Total Construction	-	-	-	-	\$4,800,000	-	-	\$4,800,000
	Total Programmed	-	-	-	\$750,000	\$4,800,000	-	-	\$5,550,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-02 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item: 6.1.**

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

**SUBJECT: Fiscal Year 2025 Street & Highway Projects for the RTC Street & Highway Program**

### **RECOMMENDED ACTION**

Approve the proposed new Fiscal Year 2025 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 Sparks 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 2025 Street and Highway Projects (FY25 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 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 FY25 S&H Projects will be brought to the Washoe County Commission for authorization.

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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 2025 Street & Highway Projects will be included in the FY25 RTC Engineering Budget based on anticipated federal, state, and local revenue sources.

### **PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

## INTERLOCAL COOPERATIVE AGREEMENT

This agreement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2024, 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”).

### **W I T N E S S E T H:**

**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 \_\_\_\_\_, 2024, the RTC approved its FY 2025 Street & Highway Projects for the Regional Street & Highway Program; and

**WHEREAS**, on \_\_\_\_\_, 2024, the County approved the FY 2025 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 2025

NAME	DESCRIPTION	EST. COSTS	PROPOSED YEAR OF CONSTRUCTION	WORK PHASE FOR FY2025
2025 Preventative Maintenance*	Patching/slurry seals on regional roads	\$6.5 Million	2025	Design/Construction
2025 Roadway Reconstruction*	Reconstruction/rehabilitation of failing segments of regional roads	\$14 Million	2025	Design/Right-of-Way/Construction
2025 Corrective Maintenance*	Patching/mill and fill/grind and overlays on segments of regional roads	\$2 Million	2025	Design/Construction
Traffic Signals and Intersection Improvements*	Intersection improvements throughout the region including new signals and geometry upgrades	\$6 Million	2025-2026	Design/Right-of-Way/Construction
ITS/Traffic Management*	Improvements to regional infrastructure using new technology to manage traffic	\$4 Million	2025-2026	Design/Right-of-Way/Construction
West 4 <sup>th</sup> Street Safety Project	Safety and multimodal improvements between W. McCarran Boulevard and Vine Street	\$26.5 Million	2025-2026	Environmental/Design/Right-of-Way/Construction
Downtown Reno Micromobility Project	Various safety and micromobility improvements on Vine Street, Virginia Street, Evans Avenue/Lake Street/Sinclair Street, and 5 <sup>th</sup> Street	\$20 Million	2025	Environmental/Design/Right-of-Way/Construction
Sixth Street for All Project	Various safety and micromobility improvements between N. Virginia Street and E. 4 <sup>th</sup> Street	\$24 Million	2026	Environmental/Design
Moya Boulevard Widening	Widen Moya Boulevard from Red Rock Road to Lear Boulevard	\$20 Million	2027	Design

\*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.

## **INTERLOCAL COOPERATIVE AGREEMENT**

This agreement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2024, 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”).

### **W I T N E S S E T H:**

**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

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**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 \_\_\_\_\_, 2024, the RTC approved its FY 2025 Street & Highway Projects for the Regional Street & Highway Program; and

**WHEREAS**, on \_\_\_\_\_, 2024, the County approved the FY 2025 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 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 2025

NAME	DESCRIPTION	EST. COSTS	PROPOSED YEAR OF CONSTRUCTION	WORK PHASE FOR FY2025
2025 Preventative Maintenance*	Patching/slurry seals on regional roads	\$6.5 Million	2025	Design/ Construction
2025 Roadway Reconstruction*	Reconstruction/rehabilitation of failing segments of regional roads	\$14 Million	2025	Design/ Right-of-Way/ Construction
2025 Corrective Maintenance*	Patching/mill and fill/grind and overlays on segments of regional roads	\$2 Million	2025	Design/ Construction
Traffic Signals and Intersection Improvements*	Intersection improvements throughout the region including new signals and geometry upgrades	\$6 Million	2025-2026	Design/ Right-of-Way/ Construction
ITS/Traffic Management*	Improvements to regional infrastructure using new technology to manage traffic	\$4 Million	2025-2026	Design/ Right-of-Way/ Construction
Vista Boulevard Widening	Widen Vista Boulevard from I-80 to Prater Way	\$15 Million	2027	Design

\*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.





# RTC PROJECT UPDATE- Sparks

## RTIP 2024-2027

Planned Projects	Scope/ Design					Construction					Completed
		2024	2025	2026	2027		2024	2025	2026	2027	
	2024 Corrective Maintenance ** +	<div></div>	30% Design			2024 Preventative Maintenance (Stanford Way) ** +	<div></div>	0% Complete			2023 Corrective Maintenance (Greg St Intersection) ** +
	2024 ITS/Traffic Management ** +	<div></div>	30% Design			2023 Traffic Signals & Intersection Imp. (Prater Way/4th St) ** +	<div></div>	0% Complete			2023 Corrective Maintenance (Los Altos Parkway) ** +
	2024 Roadway Reconstruction ** +	<div></div>	30% Design			Oddie / Wells Multimodal Improvements ** +	<div></div>	74% Complete			2023 ITS/Traffic Management ** +
	2024 Traffic Signals and Intersection Improvements ** +	<div></div>	30% Design			Pyramid Highway Intelligent Corridor (TE Program) ** +	<div></div>	0% Complete			2023 Preventative Maintenance ** +
	2025 Preventative Maintenance (La Posada Drive) ** +	<div></div>	30% Design								N McCarran Boulevard & Pyramid Hwy Fiber (TE Program) ** +
	Outlets at Legends/Lincoln Way (TSM 24-01) ** +	<div></div>	30% Design								
	McCarran Boulevard Safety & Operational Improvements ** +	<div></div>	30% Design								
	Pyramid Highway Operational Improvements ** +	<div></div>	<div></div>	<div></div>							
	Sparks Boulevard Capacity Improvement +	<div></div>	90% Design								
	Vista Boulevard/Prater Way ITS (TE Program)**	<div></div>	50% Design								
	Vista Boulevard/ Prater Way ITS (TE Program) ** +										

+ Project is included in FY24 Budget

\*\* ICA Approved



# RTC PROJECT UPDATE- Reno

## RTIP 2024-2027

Planned Projects	Scope/ Design					Construction					Completed
		2024	2025	2026	2027		2024	2025	2026	2027	
Forest Street Bike Facility **	2024 Corrective Maintenance ** +	<div></div>	50% Design			2023 Bridge Maintenance Project ** +					2023 Corrective Maintenance (Las Brisas) ** +
Mt. Rose Highway Operational Improvements **	2024 Preventative Maintenance (N Virginia Street University) ** +	<div></div>	90% Design			2023 Traffic Signals & Intersection Improvements ** +	<div></div>	0% Complete			2023 Corrective Maintenance (Neil Road) ** +
RSIC River Path **	2024 Preventative Maintenance (Raleigh Heights) ** +	<div></div>	50% Design			2024 Traffic Signals and Intersection Imp. (Moana / Baker Install.) ** +	<div></div>	0% Complete			2023 ITS/Traffic Management ** +
S. Virginia Street and Center **	2024 Preventative Maintenance (Selmi Drive) ** +	<div></div>	90% Design			2024 ITS/Traffic Management (Kietzke Lane) ** +	<div></div>	% Complete			2023 Preventative Maintenance (1st Street) ** +
	2024 Traffic Signals and Intersection Imp. (Midtown Safety) ** +	<div></div>	30% Design			Oddie / Wells Multimodal Improvements ** +	<div></div>	74% Complete			2023 Preventative Maintenance (Arrowcreek Parkway) ** +
	2024 Traffic Signals and Intersection Imp. (N McCarran & 7th Street) ** +	<div></div>	50% Design			South Meadows Traffic Enhancements (TE Program) ** +	<div></div>	0% Complete			2023 Preventative Maintenance (California at Newlands) ** +
	2024 Traffic Signals and Intersection Imp.(Vassar Street and Harvard )**	<div></div>	30% Design			S Virginia St & I580 Exit 29 Capacity & Safety ** +	<div></div>	0% Complete			4th Street and Woodland Avenue Roundabout (TE Program) ** +
	2025 Preventative Maintenance (Meadowood Mall Circle)** +	<div></div>	30% Complete			Steamboat Parkway Improvement (TE Program) ** +	<div></div>	0% Complete			Sky Vista Pkwy Widening and Rehabilitation ** +
	2025 Preventative Maintenance (Somerset Parkway)** +	<div></div>	30% Complete								
	2025 Preventative Maintenance (Wedge & Arrowcreek)** +	<div></div>	30% Complete								
	2025 Roadway Reconstruction ** +	<div></div>	30% Complete								
	2025 Bridge Corrective Project ** +	<div></div>	30% Complete								
	Arlington Avenue Bridges ** +	<div></div>	90% Complete								
	Buck Drive Widening **	<div></div>	30% Complete								

+ Project is included in FY24 Budget

\*\* ICA Approved



# RTC PROJECT UPDATE- Reno Cont.

## RTIP 2024-2027

Planned Projects	Scope/ Design					Construction	Year to be completed					Completed
		2024	2025	2026	2027		2023	2024	2025	2026	2027	
	Geiger Grade Realignment ** +											
			30% Design									
	Keystone Avenue Bridge Replacement ** +											
			30% Design									
	Lemmon Drive Segment 2 Traffic Improvements and Resiliency ** +											
			30% Design									
	McCarran Boulevard Safety & Operational Improvements ** +											
			30% Design									
	Military Road Capacity ** +											
			30% Design									
	Mill Street Capacity ** +											
			90% Design									
	North Valleys North Virginia Street Capacity ** +											
			30% Design									
	Pembroke Drive Capacity & Safety ** +											
			30% Design									
	Sierra Street Bridge Replacement ** +											
			30% Design									
	Sun Valley Blvd Phase 2 ** +											
			30% Design									
	Veterans Parkway ITS Fiber (TE Program) ** +											
			30% Design									
	Veterans Parkway Roundabout Maintenance (TE Program) ** +											
			30% Design									
	Virginia Line BRT Improvements ** +											
			30% Design									
	West Fourth Street Downtown ** +											
			60% Design									
	West Fourth Street Safety ** +											
			60% Design									

+ Project is included in FY24 Budget

\*\* ICA Approved

# **CITY OF SPARKS**

## **NEW PROJECTS FY 2025**

### **VISTA BLVD WIDENING**

I-80 to Prater Way

**2027**

*\$15 Million Investment*

# CITY OF RENO NEW PROJECTS FY 2025

## MOYA BLVD WIDENING

Widen Military Rd  
2 lanes to 4 lanes

2027

\$20 Million Investment

## SIXTH STREET FOR ALL

Safety and multimodal  
improvements

2026

\$24 Million Investment

## WEST 4TH STREET SAFETY PROJECT

Safety and multimodal  
improvements

2025-2026

\$26.5 Million Investment

## DOWNTOWN RENO MICROMOBILITY PROJECT

5th Street

(Keystone Ave. to Evans Ave.)

Vine Street

(Riverside Dr. to University Terrace)

Virginia Street

(California Ave. to 9th St.)

Sinclair Street/Lake Street/Evans Avenue  
(Holcomb Ave to 9th Street)

2025

\$20 Million Investment



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item: 6.2.**

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

**SUBJECT: Organizational Climate Study of the RTC**

### **RECOMMENDED ACTION**

Presentation on a report from Government Leadership Solutions regarding its evaluation of the RTC's organizational climate.

### **BACKGROUND AND DISCUSSION**

The RTC retained Government Leadership Solutions to conduct an organizational climate analysis of the agency, and that work was conducted last summer and fall. This report summarizes the methodology of the study, the data gathered, the findings, and the consultant's recommendations. The Executive Director, working with the department directors, intends to develop a plan to implement initiatives in response to recommendations in the report.

The item supports the FY2024 RTC Goal, "Complete Climate Study of the Agency as a whole."

### **FISCAL IMPACT**

There is no fiscal impact related to this item.

### **PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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# Organizational Cultural Climate Assessment

The Regional Transportation  
Commission of Washoe County  
December 2023



(480) 535.5023



[Maria.Church@GovernmentLeadershipSolutions.com](mailto:Maria.Church@GovernmentLeadershipSolutions.com)



4400 N. Scottsdale Road #9-762 Scottsdale, AZ 85251

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# Executive Summary

Government Leadership Solutions was contracted to conduct a valid, reliable, and confidential assessment of the organizational culture environment, which included a strategic asset review, one-on-one interviews, a confidential employee survey, and focus groups to gain greater insight into employee views of Regional Transportation Commission (RTC) senior leaders, including the Executive Director (ED) and Department Directors, as well as gain an understanding of the level of collegiality, trust, openness, and accountability at the RTC. The custom-designed survey was also used to determine employee experience on organizational satisfaction, interpersonal relations, and overall agency esprit de corps by organizing questions around the organizational Statement of Culture.

The survey was emailed to all employees, resulting in an 89% participation rate. Survey results showed that the RTC outpaced similar GLS organizations in most survey questions. Individuals rated their average climate at 81.4%, their Co-Workers at 78.7%, their Manager/Supervisors at 79.4%, their Department Director at 76.8%, and an overall Organizational Culture rating of 67.6% out of a possible 100%. Focus Group questions were based on data points needing further clarification and context. 54% of employees participated in their scheduled Focus Group assignments. This report summarizes the GLS themes identified and highlights areas of celebration (or strength) and areas of opportunity (or improvement).

To best understand the employee climate, GLS explored these data points through an organizational culture lens to understand the implications of these findings. Utilizing the RTC Statement of Culture as the backdrop for GLS recommendations, the top concerns that surfaced included:

- Respect – Internal communication
- Trust – Accountability and trust, responsive follow-through from the results by the Board and the Executive Director
- Commitment – Decision-making and employee evaluation/compensation processes
- Retention – Workload and task management, stabilization from turnover

GLS applauds the Board and the Senior Leadership team for re-establishing the lines of communication and laying the groundwork to increase trust within the organization. Some of GLS' top recommendations to continue developing an employee-driven culture and climate include:

- A responsive and transparent follow-through from the GLS report by the Board and the Executive Director
- Internal communication improvements – strategic storytelling (e.g., Managers/Supervisors positive recognition), addressing workflow and bottleneck barriers to communication, leveraging new PIO

- Leadership coaching and training – executive coaching, EQ-i2.0 assessments and training, Change Intelligence/Change Leadership (CQ) assessments and training, relationship building for Board, Executive Director, and Department Directors
- Performance review process (and associated compensation program) – stay interviews, 360-degree evaluations, commitment from the Board and Executive Director to repeat surveys to evaluate and transmit progress regularly
- Board member visits during onboarding/training to support short- and long-range planning goals

This report contains the main themes from the strategic asset review, one-on-one interviews, survey results, and the in-person focus groups. To maintain confidentiality and promote trust, all data has been reviewed to ensure anonymity was maintained at every possible stage. With so many subject matter experts, GLS found the focus groups to be data-driven and solution-oriented. GLS found that the RTC employs a distinguished group of professionals, and GLS applauds the organization for undertaking this process. It is our sincerest hope that these results will be reviewed, published, and discussed at length to determine the best steps forward for the RTC.

## Interviews - Perceptions of the Organization

In the organization's one-on-one interviews to establish historical trends at RTC, employees reflected on a period marked by significant retention, exemplified by statements like "You knew you made it when you got to RTC." Many employees had lengthy tenures, with a majority accumulating over two decades of experience. There was a notable sense of nostalgia, and while some friction is acknowledged, it appeared to be within manageable limits, avoiding overt dysfunction. The organizational culture was described as one where hard work was valued, management focused on tasks rather than people, and expectations were often informally understood. A sense of pride characterized the atmosphere, with the organization being viewed as an "Organization of Excellence." Additionally, employees reminisce about a time when joy, passion, and a family-type atmosphere were integral components of the workplace. The historical experience also encompassed holiday departures and a helpful PTO tradition. The historical trend suggested a workplace with a positive ethos and dedicated employees, acknowledging challenges and changes over time.

Recent trends at RTC indicated an organization experiencing change and challenges. The average employee tenure during the interviews was relatively short at 4.4 years, with the recent impact of COVID-19, the Great Resignation, and leadership/board changes affecting cohesion and potentially contributing to increased resistance. The organization underwent changes, resulting in some fragmentation, and while most employees expressed satisfaction and enjoyment in their tasked work, there was a concern about some individuals merely "going through the motions." Morale was perceived to be lower than in the past, highlighting the need for more frequent self-reflection and check-in opportunities such as the GLS Climate and Culture assessment process. The interview perceptions also included a summative concept that the ED is a "good man," with opportunities to strengthen internal communication skills, decision-making processes, and relationship-building throughout the organization. Despite continued positive perceptions from partnering agencies regarding productivity, there were noted inconsistencies in following policies and procedures across departments, with some projects not respecting requirements—and a fixation on projects while potentially overlooking the people. Potential favoritism, indecision, and frustration with the decision-making process were identified challenges, emphasizing improved communication and consistent expectations, especially Work From Home policies. While the current culture was characterized by hard work, dedication to quality, and pride in accomplishments, there is a call for addressing these challenges to maintain and enhance the positive aspects of the organization's culture.

Looking forward, the interviewed participants anticipated positive change with the introduction of new personnel, aiming to infuse new energy. Acknowledging the plethora of subject matter expertise, there was also a concerted request to focus more on employees to lower resistance and enhance cohesion. Plans included improving awareness of individual contributions, updating performance management policies and processes, and revamping the compensation process.

Retention efforts focused on capturing institutional knowledge while maintaining a supportive work culture. Clear documentation of work expectations and success criteria for all positions was deemed essential but lacking, with a stated desire to avoid distracting justifications. Questions about the explicit function of the principal analyst job description presented opportunities to improve information bottlenecks in relaying information directly to the Executive Director and to clarify the accompanying authority for that particular position in relation to task management to Department Directors and other employees. The employees also indicated a need for improved communication and management skills across the four departments to bridge silos. Transparency in benefits and criteria for merit bonuses were requested for accountability. A comprehensive comp/class study was proposed to enhance competitiveness in recruiting and clarify responsibilities for compensation and retention.

While there was general uncertainty about the outcomes of the Board and Executive Director, the organization aspires to be open, flexible, collaborative, independent, competitive, transparent, and set realistic expectations and goals. Ongoing discussions about workload distribution, work/life balance, morale-building events, and relationship-building were also prioritized to foster innovation and risk-taking for increased productivity. The unanimous organizational desire was to improve trust, accommodate flexibility in work environments, and encourage collaboration and communication across departments.

## Organizational Survey - Results & Comparison

In September 2023, Government Leadership Solutions (GLS) conducted a *Culture and Climate Assessment* for RTC Washoe. The survey aimed to review the organization and better inform the Individual Climate, Manager/Supervisor Climate, Department Director Climate, and Overall Organizational Culture. The assessment involved 57 participants, with a response rate of 89% of the organization.

The rating system utilized Likert and weighted scoring methodologies for each quantitative survey question. This helps to frame the employee's importance on varying topics and provide numeric relevance to each question. The themes asked about individual agreement (or disagreement) with various rating options, and responses provide an overall percentile from 20 to 100 points.

<b>Poor</b> 20-35%	<b>Below Average</b> 36-51%	<b>Average</b> 52-67%	<b>Very Good</b> 68-83%	<b>Excellent</b> 84-100%
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For open-ended input, the data were classified into thematically tagged categories and stratified based on frequency percentage within the question. The data points from the survey have been provided in their raw form in Appendix A, with a selected data summary supplied in Appendix B.

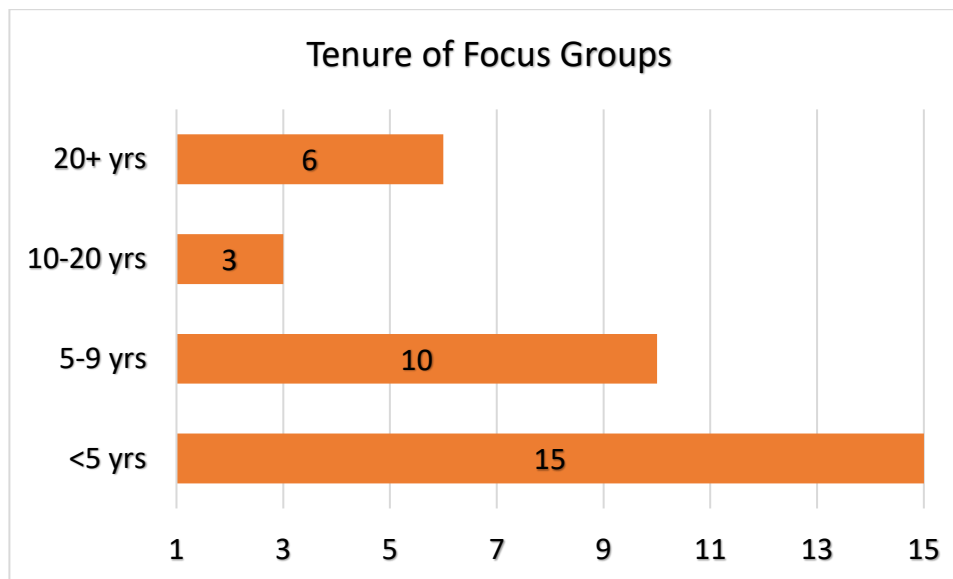
## Focus Groups

In October 2023, five in-person Focus Groups were developed to have a variety of departmental representation and experience and to minimize the employee/supervisor overlap. Department Directors and the Principal Analyst were invited to attend a separate Focus Group to facilitate more optimal comfort levels with Employee Group participation. 34 of 63 employees participated – a 54% response rate overall.

Focus group questions were derived from the survey responses and gathered around themes conflicting with Interview or Survey data points that were important to clarify the overall Climate and Culture.

The final prioritized questions included but were not limited in scope during the Focus Groups. These questions formed a baseline with which GLS explored additional themes as they surfaced. Utilizing this process promoted a more in-depth discussion and created a more welcoming and inclusive Focus Group experience while simultaneously informing on the original topics. Focus Group Responses were collected thematically, without identifying the speakers, to promote confidentiality and support transparent reporting and recommendations.

For the Focus Group development process, the first question was, "How do people respond based on tenure? Did trust increase with tenure or decrease?" To continue participant privacy, those numbers were captured without correlating to a specific participant name or Focus Group. Tenure is reflected in the chart below.



## Communication

**Communication Hurdles:** Staff members were grappling with a subconscious aversion to addressing negative aspects, which led to an organization-wide reluctance to engage in frank conversations. Silos persisted, though concerted efforts were being made to break them down, particularly with the benefit of a unified physical workspace.

**Active vs. Passive Communication:** While employees were responsive to direct inquiries, there was a noticeable reliance on passive dissemination of information. This dynamic contributed to the circulation of rumors and created opportunities for miscommunication.

**Information Flow:** Variations in information distribution levels were reported, particularly at the Executive and Director levels. Decisions made without sufficient discussion have led to concerns about equitable accountability of employees.

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*"Communication comes down from the top and stops at the Directors."*

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**Overall:** External communication was not reported as a significant challenge, but internal communication presented complexities due to differing employee and client bases across departments. Despite multiple attempts, a consistently effective communication method remained a work in progress.

**Board and Executive Director Communication:**

**Board Influence:** The Board's impact on decision-making was evident, and employees reported a specific need for the Board to balance the decision-making process with a deeper understanding of the organization's operations due to a relatively new board, ensuring that the communicated directives aligned with the agency's trajectory.

**Executive Director's Approach:** The Executive Director's communication style may benefit from greater context and clarity to facilitate more targeted decision-making and subsequent implementation. This likely would include time spent in different departments, relationship-building efforts to continue to speak with various employees without a particular agenda, improving communication bottlenecks, and executive coaching.

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*"We have good problems, more work than we can handle, but we do need to acknowledge that. It would help the communication to the Board."*

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**Director-Level Challenges:**

**Turnover Impact:** High turnover among Directors has led to a reported lack of continuity, necessitating additional efforts to provide direction and to maintain progress.

**Cross-Departmental Communication:** Encouraging more collaboration between departments would enhance overall teamwork and reduce silos, requiring dedicated efforts from all levels of employees.

## Manager and Supervisor Perspectives:

**Feedback Loop Enhancement:** Employees expressed the desire for more structured feedback mechanisms, including the ongoing improvement of the formal feedback processes, which would foster a culture of continuous improvement.

**Communication Streamlining:** Streamlining communication channels, mainly through e-newsletters and structured meetings, could better ensure critical updates and initiatives are effectively disseminated.

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*"Supervisor communication is pretty good."*

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## Employee Insights:

**Individual Ownership:** Employees valued personal initiative in seeking information and demonstrating a proactive approach to staying informed.

**Desire for Transparency:** Employees expressed a desire for greater transparency regarding decision-making processes, emphasizing the importance of understanding the rationale behind organizational decisions.

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*"We don't have a bell curve of responsibilities; we have a narrow distribution of highly credentialed professionals. People demand more information regarding their business, employment, and life."*

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**Clarity on Organizational Goals:** A clear understanding of the organization's goals and decision-making process was critical for fostering a sense of pride and unity among staff members.

**Opportunities for Improvement:** Addressing challenges related to onboarding, clarity of promotion options, and task management software proficiency will enhance overall productivity and contribute to a more streamlined communication process.



### Insights:

- The internal communication landscape was characterized by ongoing efforts to find a practical approach. Despite the challenges posed by varying client bases, the organization has been noted for making strides in breaking down silos.
- Communication dynamics revealed a preference for direct interactions, with a perceived employee discrepancy in information accessibility. This underscores the need for more proactive communication channels.

### Recommendations:

- Encourage the Executive Director to engage in informal communication and clarify intentions, fostering a more transparent and approachable leadership style.
- Board education on the organization's mission, rules, and limitations can empower decision-making and bolster public trust. Training and coaching should address potential discrepancies in understanding between the Board, Directors, and the Employees.
- Training and skills development, Director's Meeting information sharing techniques to ensure continuity and consistency. Executive and Senior Leader coaching for communication improvements. Develop Strategic Storytelling for internal and external audiences.

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*"My organization is showing that they want to improve the culture within the organization. Departments seem to work well together to move projects forward."*

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## Accountability & Trust

**Evaluations:** Employees expressed concerns about the effectiveness and transparency of the current performance evaluations. There was a desire for a clearer understanding of what each rating level (1, 2, 3) signifies, how it ties to compensation, and who has the authority to change evaluations.

**Compensation:** Employees felt that compensation was not commensurate with the level of work performed. There was a perception that the performance pool system created imbalanced competition among employees and inhibited employee recognition.

**Trust:** Trust among employees was generally high, with reports of positive working relationships and respectful interactions. However, there were concerns about trust between leadership and employees, particularly regarding workload distribution and decision-making communication.

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*"Accountability layers how business is done. We have a responsibility to deliver what we're supposed to deliver. It's the elected leaders who gives us the vision. Don't know if the Board is there yet. There is a gap, maybe, on what [the ED is] told to do and then how it gets done. The flux is the direction of the Board and how to navigate that. That is permeating through the group and affects the stability of the organization."*

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#### **Opportunities:**

- Conduct Class & Comp studies with employee input to ensure job evaluations accurately reflect workload.
- Implement a more transparent and competitive compensation system that rewards performance and addresses disparities.
- Foster open and trusting communication between leadership and employees to bridge gaps in understanding and expectations.

#### **Recommendations:**

- For Evaluations: Clarify evaluation criteria and ensure that the process is transparent. Provide training on how to conduct performance evaluations effectively. 360° Evaluations only after trust ratings have improved.
- For Compensation: Develop a competitive and transparent compensation structure that rewards performance and addresses discrepancies. Consider re-implementing a flat inflationary rate with a COLA + bonus structure.
- For Trust: Encourage open and transparent communication between leadership and employees. Empower Directors to champion trust and address issues transparently. Encourage random Executive Department visits without specific agenda.
- Continue to share assessment results, add Stay Interviews and Departmental pulse surveys, conduct focus groups, and add "keep/stop/improve" evaluation options to promote employee-driven feedback.

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*"Management will take it seriously, but I don't know that Senior Leaders [Directors, Executive Director, and Board] will take it seriously."*

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## Decision-Making

**Organizational Culture:** Changes in board composition have shifted the nature of strategic decisions, with a perceived greater emphasis on political considerations. Senior tenured staff have expressed dissatisfaction with recent personnel policy changes, citing a lack of consistent opportunities for offering employee-driven feedback.

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*"We are trying to reduce the politics within our decision-making (to the greatest extent possible)."*

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**Employee Advocacy:** There was a perceived lack of employee advocacy in decision-making processes. Older committees like the Leadership Group and PIT (Process Improvement Team) Crew provided a platform for employee voices, but there was a general feeling that internal input often goes unacknowledged.

**Information Sharing:** Employees noted challenges in information sharing. This can impact transparency and contribute to uncertainty around decision-making rationale and subsequent organizational buy-in.

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*Non-Admin employee: "They (leadership) keep adding to Admin Services functions. Re-organizing things when everyone leaves and then figuring out how to give it to other people without hiring."*

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### Opportunities:

- Conduct thorough evaluations of recent changes to policies and procedures to ensure they are effectively implemented and adjusted if necessary.
- Encourage specific open communication channels for employees to provide feedback on decision-making processes.
- Clarity on Asana utility, authority of assignments, and autonomy to accept/decline tasks.
- Foster a culture of transparency and accountability in decision-making, acknowledging successes and shortcomings.

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*"Some of our decision-making problems have left the organization."*

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## Recommendations:

- For Organizational Culture: Encourage the Board to engage actively in onboarding/annual training – deepen RTC knowledge and improve competency in strategically communicating decision-making and accountability efforts. Foster a culture of learning from successes and failures—intentional trust and team-building.
- For Organizational Operations: Address issues of siloed decision-making by promoting cross-departmental collaboration and relationship-building. Provide training and clarity on expectations for third-party software Asana to streamline communication and task management.
- Complete the entire culture initiative to articulate the organizational culture development, facilitate Collab Labs/Innovation Labs, Core Culture Alignment and Training on Welcoming Workplace, Decision-Making and Information Sharing, Failing Forward culture process improvement.

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*"We often find out after the decision is made, but if you had asked my opinion, I could have saved you a lot of time."*

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## Retention & Employee Development

**Processes:** The organization has experienced significant turnover in recent years, with retirements and departures leading to challenges in maintaining continuity. There was a perception of leadership leveraging staffing reductions rather than hiring to address workload demands.

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*"Turnover will slow down, getting new directors trained and comfortable [helps]; that consistency will help people feel more comfortable."*

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**Shortage Impact:** The shortage of personnel has resulted in increased workloads, making it difficult for employees to maintain both efficiency and quality of product deliverables. Audits and exceptions to processes create additional stress and complicate work timelines. Additionally, the workload correlation to annual raises or bonus incentives was perceived as an opportunity to improve.

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*"Workload distribution imbalance squeeze began some years ago. With record amounts of revenue, needs to be served, more projects and more transactions. We got a grant, and it's great, but have we adjusted our workforce to accommodate that?"*

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**Staffing and Workload Balancing:** There was a need to reevaluate staffing levels and workload distribution. Wage compression and the need for industry-standard evaluations of positions were highlighted. Additionally, there was a call for more explicit succession planning and clarification on the work-from-home policy.

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*"For a government job in this area, I have the best work/life balance compared to what I've had in other agencies."*

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#### **Opportunities:**

- Actively recruit and engage with educational institutions like the University of Nevada - Reno to attract new entry-level talent.
- Implement more explicit succession planning and career growth opportunities to retain and develop employees.
- Promote cross-departmental collaboration and celebrate achievements organization-wide to foster a sense of unity.

#### **Recommendations:**

- For Processes: Conduct a thorough evaluation of staffing levels and workload distribution, seeking industry-standard job benchmarks. Address wage compression issues and ensure that succession planning is prioritized.
- For Culture and Employee Engagement: Foster a sense of belonging and unity through events, celebrations, and a culture that promotes camaraderie. Consider offsite events and interdepartmental gatherings to break down silos.
- For Staffing: Review hiring options for entry-level employees, provide career pathway clarification and develop clear Employee Lifecycle documentation. Conduct training and skills development for hiring/active recruiting, onboarding and orientation, aligning goals and strategies, clear expectations and effective feedback, developing coaching/mentorship opportunities, and managing performance conversations.

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*"Onboarding has struggled a little bit to make sure people have a smoother transition period, introducing people and processes. It could be better organized, reach out in advance, cards are ready, and you could better hit the ground running."*

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## Open-Ended

Employees report they stay committed to the organization due to a combination of factors:

- **Positive Environment:** Employees found RTC a mostly welcoming and supportive workplace.
- **Impactful Work:** They derived satisfaction from contributing to projects that benefit the community and transform the local area.
- **Loyalty and Dedication:** Some employees exhibited a deep sense of loyalty to RTC.
- **Experienced Team:** Working with competent colleagues was a specific source of enjoyment.
- **Innovation and Growth:** RTC was seen as an innovative organization with personal and professional development opportunities.
- **Passion for Public Service:** Many employees were motivated to serve the public.
- **Transparent Communication:** When available, open communication practices contributed to employees feeling valued.
- **Recognition and Respect:** Feeling respected for their contributions encouraged commitment.
- **Job Stability and Benefits:** Employees valued the stability and competitive benefits RTC offers.

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*Employee on current culture: "It's not 'pie in the sky,' but there's no toxicity and no black cloud in the organization. We don't wake up dreading going to work."*

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These factors collectively contributed to an overall positive and productive work environment, which supported employees to stay committed to RTC. To conclude this section, GLS found that trust decreased as tenure increased; trust fell most for employees at the RTC after the 2008 Recession drawdown, and organization compression lacked resolution. New employees had higher trust ratings.

## Conclusion

During the 2008 Recession, the RTC faced layoffs. The Executive Director and Department Directors (Senior Leaders) asked employees to voluntarily leave and take 75% of their annual salary as severance pay - many did. For 2009, bonuses, COLA, and seniority pay (\$100 for every year of service) were also suspended. Employees expected these benefits to return as the economy recovered, but they have not been re-established. Additionally, annual surveys and 360-degree evaluations ceased approximately eight to ten years ago, consistent with one of our interviews reported as a previous Executive Director's reported mindset of, "Things were good - don't look too close or turn over any rocks though."

Fast forward to the present, in which COLA has not been returned, the pervasive perception was that favoritism is required to get a "3" evaluation and a bonus, the only current "predictable" increase in annual pay. Due to a 45% increase in the cost of living (Bureau of Labor Statistics, 2023), the 2008 scarcity mindset residuals have continued a work and wage compression that prevails today. One employee commented, "Work/Project volume to staff ratio is inadequate."

Over the years, there has been a lack of employee evaluations and surveys, reflecting a historical aversion to scrutiny. Government Leadership Solutions (GLS) conducted a comprehensive survey and focus groups to address these issues, garnering an 89% participation rate. The survey revealed that the RTC generally outperforms similar organizations in employee satisfaction. However, concerns emerged, particularly in respect, trust, commitment, and retention.

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*"Nothing has ever come out of the surveys."*

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GLS commends the Board and Senior Leadership for re-establishing communication lines and building trust within the organization. One employee remarked, "I am glad we have a new executive director who believes in accountability."

Key recommendations include Board and Executive Director-led follow-through on the GLS report, enhancing internal communication, providing leadership coaching and training for a new Executive Director and Department Directors, refining performance review processes, and facilitating Board visits during onboarding. GLS acknowledges the dedication of RTC's professionals and hopes that the results will be thoroughly reviewed and deliberated upon for the organization's future success.

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*"RTC is doing well in implementing streets and highways projects and public transportation projects for the community."*

*"We are achieving results and outcomes that benefit the community."*

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# Comprehensive Recommendations

Short Term (6-12 months)	Moderate Term (12+ months)	Annual Offerings
<ul style="list-style-type: none"> <li>• Share Results of the Assessment</li> <li>• Strategic Storytelling - Internal to Organization, e.g., Managers/Supervisors</li> <li>• Training: <ul style="list-style-type: none"> <li>◦ Active Listening</li> <li>◦ Team Dynamics</li> <li>◦ Communication to Connection</li> <li>◦ Giving Feedback &amp; Recognition</li> <li>◦ Relationship Building - Internal/External</li> <li>◦ EQ-i2.0 for Senior Leaders</li> <li>◦ Change Intelligence/Change Leadership (CQ)</li> <li>◦ Accountability and Trust</li> <li>◦ Adopting an Appreciative Inquiry Mindset</li> </ul> </li> <li>• Stay Interviews, Departmental Pulse Surveys, Focus Groups for Information Sharing, Goal Review/Celebration Milestones</li> <li>• Add keep/stop/improve on evaluations for employee-driven feedback</li> <li>• Retention and Process-Improvement - Collab Labs/Innovation Labs</li> <li>• Director's Meetings Consistent Information Flow</li> <li>• Comp &amp; Class - Review Workload Distribution and Organizational Structure</li> <li>• Executive &amp; Senior Leader Coaching</li> </ul>	<ul style="list-style-type: none"> <li>• Full Culture Initiative/Mapping Process - Continuation of Culture Development Throughout Organization</li> <li>• Core Culture Alignment and Training</li> <li>• Culture Development <ul style="list-style-type: none"> <li>◦ Welcoming Workplace</li> <li>◦ Decision-Making and Information Sharing</li> </ul> </li> <li>• Failing Forward Culture to Support Innovation (Continue)</li> <li>• Regular Random Executive Department Visits without Agenda</li> <li>• Program Review - Centralized/Decentralized Admin Support</li> <li>• Intentional trust-building and team-building</li> <li>• 360° Evaluations</li> <li>• Departmental Career Pathways for Continuity &amp; Retention</li> <li>• Satisfaction Survey for Work From Home/Hybrid Schedules</li> <li>• Strategic Storytelling - External to Organization</li> <li>• Board Support and Training</li> </ul>	<ul style="list-style-type: none"> <li>• Repeat Assessments for Progress and Continued Trust &amp; Communication Building</li> <li>• Relationship Building - Internal/ External to the Organization</li> <li>• Employee Lifecycle Reviewed Regularly</li> <li>• Leadership Training - Routinely incorporate training for: <ul style="list-style-type: none"> <li>◦ Hiring/Active Recruiting</li> <li>◦ Onboarding with Core Culture</li> <li>◦ Aligning Goals &amp; Strategies</li> <li>◦ Clear Expectations and Effective Feedback</li> <li>◦ Developing through Coaching</li> <li>◦ How to Conduct One-on-One Meetings</li> <li>◦ Managing Performance Conversations</li> </ul> </li> </ul>

Government Leadership Solutions applauds the RTC Washoe for its thoughtful steps to pioneer a values-driven approach in your organization. We at GLS, thank you for the opportunity to serve the RTC Washoe team.

## Appendix A – Survey Rating Questions (%)

**Q1. I am proud of the work I do.**

Weighted Average
85.3%

**Q2. I am committed to this organization.**

Weighted Average
85.7%

**Q3. I feel respected and appreciated.**

Weighted Average
76.1%

**Q4. Leadership checks its experience-driven hunches against the available evidence to make the best decisions.**

Weighted Average
68.7%

**Q5. Leaders' actions are consistent with organizational values (Respect, Trust, Commitment).**

Weighted Average
70.0%

**Q6. Our organization involves its employees in decision-making that impacts them.**

Weighted Average
59.3%

**Q7. My work gives me a feeling of personal accomplishment.**

Weighted Average
82.9%

**Q8. I am treated with respect in this organization.**

Weighted Average
84.0%

**Q9. My Manager/Supervisor trusts me to make decisions and take appropriate actions.**

Weighted Average
88.6%

**Q10. Information is freely shared.**

Weighted Average
57.8%

**Q11. Our organization's members practice shifting our respective perspectives to help us resolve interpersonal tensions.**

Weighted Average
63.6%

**Q12. There is good cooperation among my Co-workers.**

Weighted Average
88.6%

**Q13. My Manager/Supervisor talks to me about my progress.**

Weighted Average
84.3%

**Q14. We know if we try something new and fail, we will not be reprimanded by Manager/Supervisor.**

Weighted Average
77.5%

**Q15. There is good cooperation among my Co-workers.**

Weighted Average
84.2%

**Q16. As an organization, we do not take offense when we are told something we need but are reluctant to hear.**

Weighted Average
71.0%

**Q17. As an organization, we contribute equally to group projects.**

Weighted Average
65.0%

**Q18. As an organization, we permit evidence to sway our conclusions.**

Weighted Average
77.7%

**Q19. I am equipped to have difficult conversations with my Co-workers.**

Weighted Average
74.4%

**Q20. If I become overwhelmed, I am comfortable asking for help in prioritizing my workload.**

Weighted Average
80.4%

**Q21. I respect my (rate each):**

	Weighted Average
Co-workers	84.3%
Supervisor/ Manager	85.1%
Department Director	84.7%
Executive Director	70.4%

**Q22. I think my colleagues could have difficult conversations with me if they needed to.**

Weighted Average
73.2%

**Q23. My Manager/Supervisor models respect when giving directions or having difficult conversations.**

Weighted Average
86.3%

**Q24. When employees make mistakes, leaders are willing to let the mistakes go and assist us to do better in the future.**

Weighted Average
76.1%

**Q25. I am offered an opportunity and time to provide my Manager/Supervisor feedback on their performance.**

Weighted Average
61.8%

**Q26. Our organization prioritizes accountability in decision-making.**

Weighted Average
67.0%

**Q27. My Department Director values my input and perspective.**

Weighted Average
85.2%

**Q28. Policies and procedures are consistently applied to all employees.**

Weighted Average
65.3%

**Q29. I see active efforts to increase the communication with our Board and RTC staff internally by (rate each):**

	Weighted Average
Co-workers	56.7%
Supervisor/Manager	63.8%
Department Director	67.3%
Executive Director	62.8%

**Q30. I see active efforts to increase communication with public entities, vendors, and others external to the RTC organization by (rate each):**

	Weighted Average
Co-workers	69.6%
Supervisor/Manager	72.5%
Department Director	71.2%
Executive Director	64.2%

**Q31. I am comfortable providing my Manager/Supervisor feedback on their performance.**

Weighted Average
73.6%

**Q32. I think my Manager/Supervisor enjoys being a manager/supervisor.**

Weighted Average
79.6%

**Q33. My Manager/Supervisor has the technical ability to lead our department.**

Weighted Average
82.9%

**Q34. I trust my (rate each):**

	Weighted Average
Co-workers	78.2%
Supervisor/Manager	80.4%
Department Director	80.7%
Executive Director	65.2%

**Q35. My Department Director cares about me as an individual.**

Weighted Average
83.2%

**Q36. My Department Director is a highly effective leader.**

Weighted Average
81.2%



**Q37. My (rate each) is invested in improving our culture.**

	Weighted Average
Co-workers	72.7%
Supervisor/Manager	77.4%
Department Director	80.4%
Executive Director	71.9%

**Q38. To make the best strategic decisions, politics, and policy are balanced consistently.**

Weighted Average
61.5%

**Q39. My Co-workers appear to have a positive morale.**

Weighted Average
64.9%

**Q40. I feel comfortable giving suggestions for improvement.**

Weighted Average
75.6%

**Q41. If I hesitate to give suggestions for improvement, it is because (select all that apply):**

Responses	Percent
This is not an issue for me	42.9%
I do not feel comfortable	19.6%
Nothing will happen if I do	51.8%
It will make more work for me	42.9%
I was told not to	10.7%
Unsure	14.3%

**Q42. My Manager/Supervisor provides clear goals for our group.**

Weighted Average
78.8%

**Q43. We do a good job celebrating our victories in my department.**

Weighted Average
60.8%

**Q44. Directors foster an environment of teamwork for their employees.**

Weighted Average
72.9%

**Q45. My Department Director seeks to share important information in a timely manner.**

Weighted Average
77.2%

**Q46. Our organization prioritizes transparency in decision-making.**

Weighted Average
60.8%

**Q47. Our organization effectively informs employees of its strategy and goals.**

Weighted Average
65.6%

**Q48. Our organization acknowledges and addresses communication from the staff.**

Weighted Average
74.1%

**Q52. OPTIONAL: In which grouping of RTC Washoe do you work?**

Answer Choices	Responses
Executive, Administrative, Finance, Planning	26.9%
Engineering & Public Transportation/Operations	28.9%
Prefer Not to Disclose	44.2%

## Open-Ended Question Themes

In the open-ended questions, the thematically tagged responses are provided as a percentage and will not add up to 100% because each statement could reflect more than one theme.

### Question 49: What is our organization currently doing well?

Project Management	31.8%
Communication	15.9%
Recruiting	13.6%
Employee Support	11.4%
General Negative	11.4%
New Board - Hopeful	9.1%
Community Support	6.8%
Departmental Consistency	6.8%
Mission/Vision/Values	6.8%
NA	6.8%
Relationship Building – Internal and External	6.8%

Teamwork	6.8%
Benefits	4.6%
Culture – Positive	4.6%
Internal Efficiency	4.6%
Leadership Feedback	4.6%
Subject Matter Experts (SME)	4.6%
Supplies/Equipment	4.6%
Organizational Trust	4.6%
Organizational Accountability/Transparency	2.3%
Employee Autonomy	2.3%
Change Management	2.3%

Community Events	2.3%
Customer Service	2.3%
Organizational Decision-Making	2.3%
Fiscal Responsibility	2.3%
General Positive "it's good"	2.3%
Planning Process	2.3%
Purchasing	2.3%
Roads	2.3%
Salary	2.3%
Schedule Flexibility	2.3%
Workload Distribution	2.3%

**Question 50: To what should the organization focus on and pay attention to?**

Communication – Internal Primary, External Secondary	33.3%
Organizational Accountability	16.7%
Organizational Decision- Making	16.7%
Leadership Feedback	14.6%
Employee Morale	14.6%
Performance Review	12.5%
Community Support	10.4%
Organizational Trust	10.4%
Workload Distribution	10.4%
Employee Support	8.3%
Policy & Procedures	8.3%
Remote Work Options	8.3%
Benefits	6.3%
Change Management	6.3%

Culture Work	6.3%
DEIB Efforts	6.3%
Departmental Consistency	6.3%
Executive Director Feedback	6.3%
Politics	6.3%
Process Improvements	6.3%
Project Management	6.3%
Promotion Process	6.3%
Board New to Organization	4.2%
Bonuses/Incentives	4.2%
Environment/Equipment	4.2%
Future Focus/Innovation	4.2%
NA	4.2%
Org Chart Review (new/clarified positions)	4.2%

Realistic Expectations	4.2%
Employee Recognition	4.2%
Relationship Building	4.2%
Employee Retention	4.2%
Salary/Pay	4.2%
Subject Matter Experts	4.2%
Teamwork	4.2%
Beautification of Environment	2.1%
General Negative	2.1%
Growth Focus	2.1%
Mission/Vision/Values	2.1%
Recruiting	2.1%
Succession Planning	2.1%

**Q51. Is there any other feedback not previously discussed or asked about that would be helpful to share with Government Leadership Solutions before we meet in October for Focus Groups?**

Communication	33.3%
NA	30.0%
Executive Director Feedback	16.7%
Accountability	13.3%
Bonuses/Incentives	10.0%
Change Management	10.0%
Director Feedback	10.0%
Employee Support	10.0%
Remote Work	10.0%
Trust	10.0%
Board – Benefit from Education	6.7%

Decision-Making	6.7%
Departmental Consistency	6.7%
Fiscal Responsibility	6.7%
Future Focus/Innovation	6.7%
General Positive	6.7%
Lack of Presence	6.7%
Nepotism/Favoritism	6.7%
Politics	6.7%
Review Departmental Goal Process	6.7%
Supervisors	6.7%

Workload Distribution	6.7%
DEIB	3.3%
Leadership Roles Clarified	3.3%
Performance Review	3.3%
Realistic Expectations – New Staff/Low Continuity	3.3%
Remodeling	3.3%
Safety	3.3%
Social Events for Employees	3.3%
Succession Planning	3.3%
Training/Education	3.3%

## Appendix B - Select Summary Report

This visual representation of select survey data offers nuanced insights into climate feedback at selected levels: Individual, Manager/Supervisor, and Department Director. It is crucial to note that these trends should not be viewed in isolation but in conjunction with the findings from Interviews and Focus Groups.

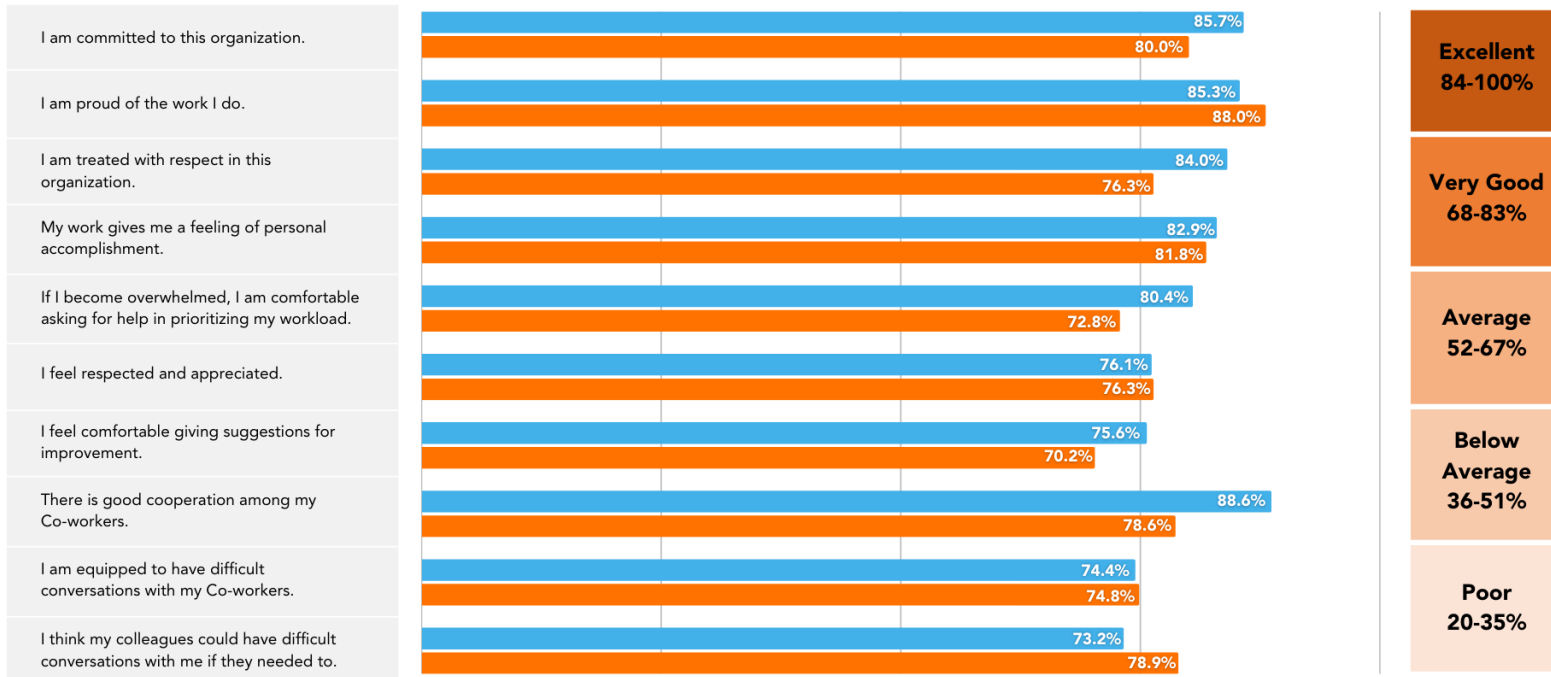
While data can reveal correlations, it may not always establish causation. GLS provides recommendations within the comprehensive context of the entire dataset and thematic analysis. Benchmark data from comparable Local Government Organizations is included for contextual understanding.

# RTC Washoe - Individual Climate



Individual and Co-worker perceptions established a strong baseline to begin from. RTC Individual Average 81.4%, Co-Workers Average 78.7%

■ RTC Washoe ■ GLS Comparison



Reading charts: Begin by looking at themes going from top to bottom for RTC and then from left to right to get a feel for what is happening with other organizations (GLS). These results were based on one point in time, so it is important that we examine this data to seek more context wherever there is an area that looks dramatically different from the others. This chart is ideal to start with because there are two big points to note:

- Consistently high ratings for individual commitment and ownership to the organization creates internal reliability.
- Similarities with GLS Organizations indicate a strong starting point for the validity of data.

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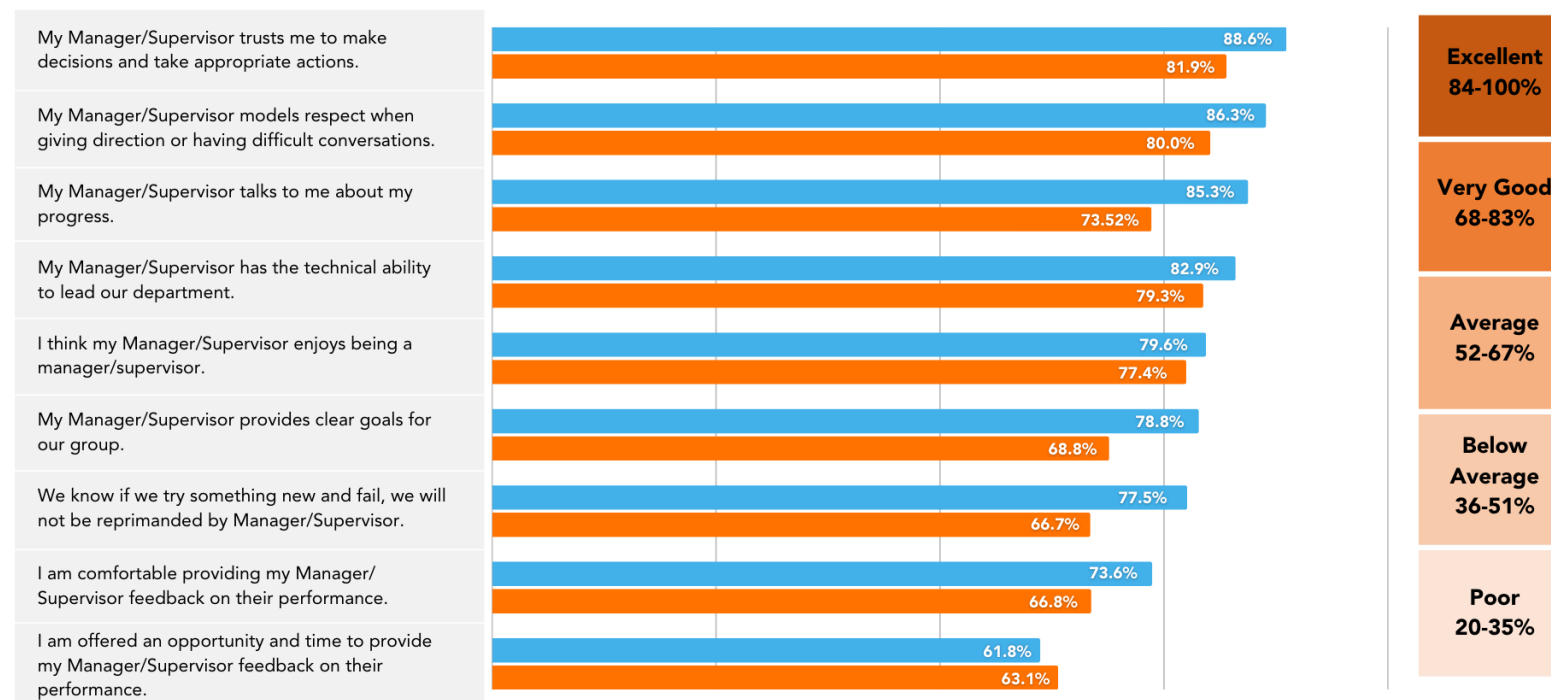


## RTC Washoe - Manager/Supervisor Climate

Manager/Supervisor effectiveness spans three rankings (Excellent, Very Good, Average) and presents a great picture to see how Individuals perceive their direct supervisory leadership. RTC average 79.4%



■ RTC Washoe ■ GLS Comparison



Areas to celebrate here included RTC Managers/Supervisors are largely effective in building autonomy and respect throughout the organization. Also note that RTC outperforms other GLS organizations throughout all but one question. To improve, Individuals reported they get talked to about progress but that they are less likely to feel valued and appreciated - communication and goals alongside some training for recognition would likely be helpful. Innovation and failing forward were identified as an opportunity. Comfort vs. capacity to provide feedback had notable differences to explore.

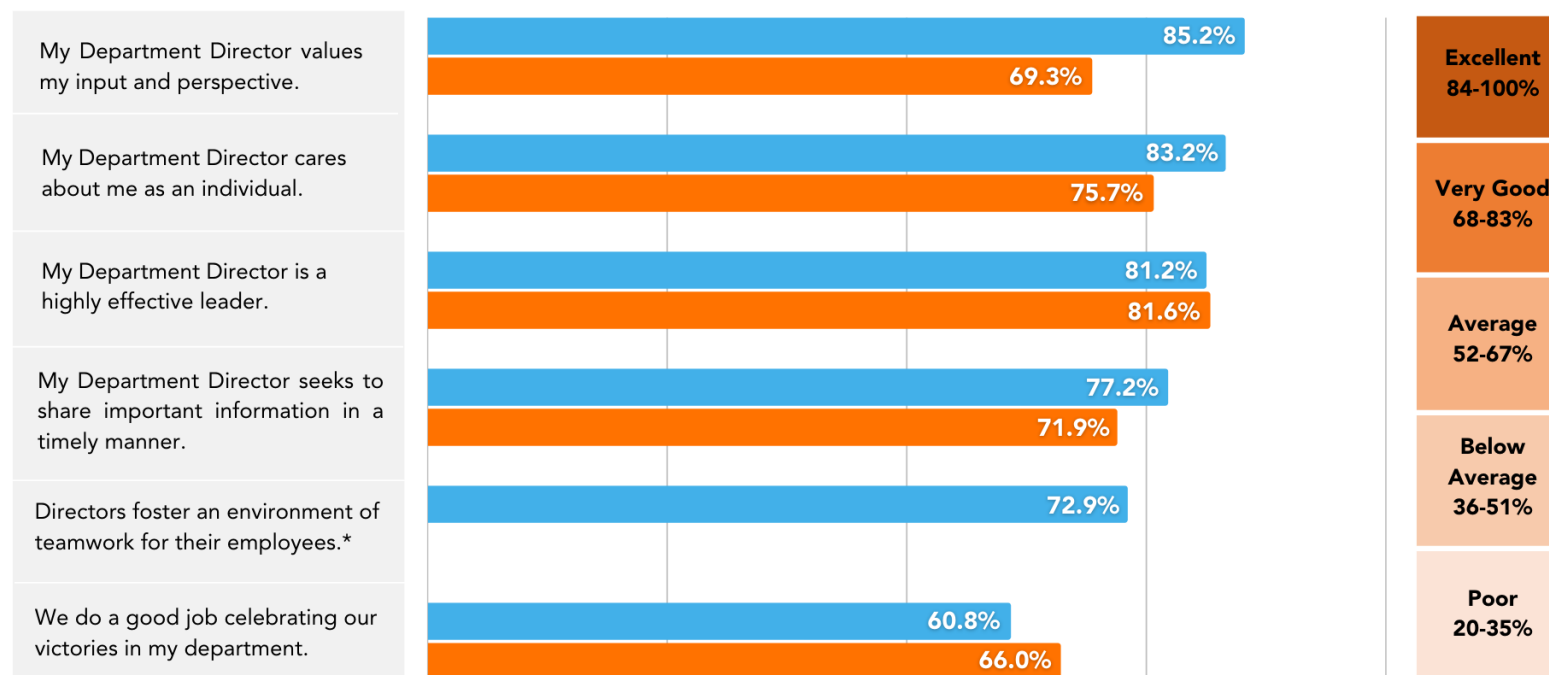
Prepared by Government Leadership Solutions 2023

# RTC Washoe - Department Director Climate

Department Directors spanned Excellent and Very Good Rankings, with an RTC Average of 76.8%



RTC Washoe GLS Comparison



\*No GLS Comparison for this statement.

Areas to celebrate were valuing input/perspective and the perception of caring for individuals. This was notable in comparison to other GLS organizations. Opportunities to improve included information sharing, celebrating victories, and teamwork development as the organization continues to attend to its overall culture.

Prepared by Government Leadership Solutions 2023



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**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 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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**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**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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**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 1/19/2024

**Agenda Item: 7.3.**

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

**SUBJECT: NDOT Report**

**RECOMMENDED ACTION**

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason or designated NDOT Deputy Director - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact relation to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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