

Location:



RENO TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 8:00 A.M., Friday, February 16, 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.
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube
- III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public 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 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; 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 rtcwashoe.com/boardmeetings. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

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 01/19/2024 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 Approve a contract with Headway Transportation, LLC, for design and optional engineering during construction services for the Traffic Signal Modifications 25-01 Project, in an amount not-to-exceed \$595,650. (For Possible Action)
- 4.3.2 Approve a contract with Wood Rogers, Inc., for design and engineering during construction services related to the McCarran Boulevard Safety and Operational Improvements Project, in an amount not-to-exceed \$2,970,000. (For Possible Action)
- 4.3.3 Approve a contract with Nichols Consulting Engineers, CHTD (NCE) for design services related to the Downtown Reno Micromobility Project, in an amount not-to-exceed \$2,498,920. (For Possible Action)
- 4.3.4 Approve a contract with CA Group, Inc., for design and engineering during construction services related to the Eagle Canyon Safety and Operations Project, in an amount not-to-exceed \$298,199. (For Possible Action)

4.4. Public transportation/Operations Department

- 4.4.1 Approve four Senior/Disabled Transportation Program funding agreements totaling \$679,273.20, in amounts not-to-exceed \$360,886.30 for Access to Healthcare Network; \$136,717.40 for Neighbor Network of Northern Nevada; \$118,057 for the University of Nevada Reno, Senior Outreach Services; and \$63,612.50 for Volunteers of America. (For Possible Action)
- 4.4.2 Approve the purchase of six (6) hydrogen fuel cell buses utilizing the State of Washington's Cooperative Purchasing Agreement for Transit Buses Master Contract No. 06719, for an estimated amount not-to-exceed \$8,377,051.08. (For Possible Action)

4.5. Executive, Administrative and Finance Department

- 4.5.1 Approve a contract with Anderson Keuscher PLLC, for specialized legal services. (For Possible Action)
- 4.5.2 Approve modification to RTC Personnel Rule 10.16 regarding the employee wellness benefit. (For Possible Action)
- 4.5.3 Approve a contract with Simmons Group to conduct a classification and compensation study for the agency, in an amount not-to-exceed \$182,000. (For Possible Action)
- 4.5.4 Acknowledge receipt of a report regarding quarterly progress on RTC Agency Goals and Strategic Roadmap - FY 2024 (Q2). (For Possible Action)

5. Public Hearing:

- 5.1. Adopt a resolution approving an agreement for the exchange of 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, 035-033-02) for property owned by the Truckee Meadows Water Authority (a fee simple interest in APN 140-051-23). (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

- 5.2. Conduct a public hearing on proposed service changes as recommended by the Fiscal Year 2025 Transit Optimization Plan Strategies (TOPS) document for RTC RIDE and FlexRIDE beginning on or after May 4, 2024; approve the recommended service changes. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

6. Reports (Information Only):

- 6.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.
- 6.2. Monthly verbal update/message from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.
- 6.3. Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason - no action will be taken.

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

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

9. Adjournment (For Possible Action)

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 01/19/2024

RECOMMENDED ACTION

Approve the meeting minutes for the 01/19/2024 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.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

10:03 A.M.

January 19, 2024

PRESENT:

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

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

ABSENT:

Hillary Schieve, Mayor of Reno

The regular monthly meeting, held in the 1st 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
- 1.3 Special Recognition
 - 1.3.1 Lemmon Drive Project of the Year Awarded by APWA

Megan Sizelove and Maria PazFernandez, Board Members of the Nevada Chapter of the American Public Works Association, presented an award to RTC and the project team for Lemmon Valley Drive in the category of Transportation for 10-20 million. Congratulations and photos were taken of the project team and Board of Commissioners.

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 discussed transportation and seniors. I am here today to thank you and your staff, especially Susi Trinidad and her crew, for jumping on the request that I made at the last meeting about the ability of seniors to get tickets to ride the various kinds of transportation here in the community through places other than the bus stations. I found out that the 9th Street Senior Center is one of the vendors for RTC tickets, so our seniors can buy tickets and access FlexRIDE and the buses. The conversation is ongoing with Nathan Ullyot with the City of Reno Recreation programs to make something happen with Evelyn Mount and Paradise Park. Thank you again for helping make it easier for seniors to get out and ride transit.

Priscilla Casa, via voicemail message, January 17, 2024 @ 11:21 a.m. My name is Priscilla Casa and I am calling because I want to oppose Item 5.1 because the timeline removes the flagship Center Street

Micro Ability project from the regional transportation improvement plan. I believe it is not clear if the proposed Downtown Micro Mobility network will be completed or meet the RTC's micro mobility goals. The Center Street Microbial project has been on pause for many years and there is no harm in continuing to lead the project on pause until the Downtown Micro network is complete and evaluated for adequacy. Thank you so much, have a wonderful day.

Pat Hogan, via voicemail message, January 17, 2024 @ 11:18 a.m. Hey, my name is Pat Hogan and I oppose item 5.1 because the timeline removes the flagship Center Street Micro Mobility project from the RT C improvement plan. It is not clear if the proposed Midtown Micro Mobility network will be completed or meet the RTC's micro mobility goal holds. The Center Street project has been on pause for many years and there is no harm in continuing to leave it on pause till the downtown network is complete and evaluated for adequacy. Thank you. I own an electric bike store Pedego Reno and think everybody should be riding electric bikes as part of the keep the air clean, keep people healthy, keep things nice in Reno, thank you. Have a great day."

Julie Pearce, via voicemail message, January 17, 2024 @ 7:52 a.m. This is Julie Pearce and I oppose Item 5.1 because the timeline removes the flagship Center Street micro mobility project from the Regional Transportation improvement plan. It is not clear if the proposed Downtown Micro Mobility network will be completed or meet the RTC's micro mobility goals. The Center Street Micro Mobility project has been on pause for many years and there is no harm in continuing to leave the project on pause until the downtown micro mobility network is complete and evaluated for adequacy. Please respect this. Reno needs it. Thank you."

Ky Plaskon, TMBA President, via email message, January 16, 2024 @ 10:20 a.m. A reminder that TMBA submitted a letter on December 7, 2024 opposing any revision to the RTP or RTIP that removes the Center Street project until the City and RTC have completed the installation of the downtown micromobility network and evaluated the network for adequacy to reach the RTCs micromobility goals. This is important to foster community trust that the COR and RTC will follow through to improve safety and mobility freedom for students, families, tourists and workers in downtown Reno. To clarify, we do not oppose keeping the Center Street project on pause until that time. Please include the original letter submitted on Dec 7 AND this email in this Friday's RTC meeting public comments for items 5.1 and 5.2 and any other applicable items that mention the Center Street project.

Original Letter dated December 7, 2023 from TMBA. RE: University Way/Center St, RTP, RTIP & Active Transportation Plan. Dear RTC Board & Reno City Council Members, The TMBA Board would like to thank you for implementing a protected downtown Reno Micromobility Network on Vine, Virginia, Lake/Evans, and 5th. We are concerned that our support for those streets may have been misinterpreted as a lack of support for the University Way/Center Street Cycletrack portion of the network. Given that traffic analysis has identified University Way/Center St as a preferred route, it is our position that the project should remain on the Regional Transportation Plan, Regional Transportation Improvement Plan, and Active Transportation Plan until 1) The downtown micromobility network is complete; 2) The new downtown network achieves or surpasses RTC's goals of 5% of trips being by micromobility. Additional points to consider:

1. The University of Nevada Reno has expressed interest in transitioning University Way to a two-way street. A cycletrack may be needed.
2. University Way is dangerous in its current freeway-sized, high-speed form. A cycletrack would improve safety.
3. The May 2020 RTC Micromobility Plan included a goal that 5% of trips within the McCarran corridor should use alternative transportation. The University Way project would contribute to reaching that goal.
4. We understand that the City of Reno staff do not currently support the University Way/Center Street project. However, that may change. We respectfully request that the Council and Board leave that option open to future staff, councils and generations.

For these reasons, we request that the RTC Board and Council reject transportation plans that remove University Way/Center cycletrack. Please include this comment in future revisions to the RTP, RTIP, or Active Transportation Plan where the RTC or City Council may consider a change involving the University Way/Center Street Cycletrack. We appreciate your sustained partnership to build a safer, healthier community. Sincerely, Ky Plaskon, TMBA President. CC: RTC Center Street Project Manager Maria Paz-Fernandez

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*

Commissioner Reese would like to pull Items 4.3.6 and 4.4.2 for discussion. Commissioner Reese moved to approve the remaining Consent Items, which was seconded by Vice Chair Hill, which motion unanimously carried.

4.1 Minutes

4.1.1 Approve minutes from 1/19/2024 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 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 Activity Report. (For Possible Action)

4.2.6 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (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)

Dale Keller, RTC Engineering Director. Item 4.3.6 is an exchange with TMWA to exchange similar properties with one another. One is on Clear Acre off of Sutro, and the RTC would be receiving a portion of Western Skies that connects into Geiger Grade for a project related to our Geiger Grade realignment. This is a two-step process, so at the next meeting, we will have this as a public hearing to actually ratify this exchange.

Commissioner Reese, I feel this is important for me to highlight because unless you're really in the bubble, you wouldn't know about it, but the purpose of all of this movement is really a goal of the broader community, which is for affordable housing. Everyone, RTC, the City and this body and TMWA are interested for this for various reasons, but it highlights the inter-government connectiveness that all of us face.

Commissioner Reese moved to approve Item 4.3.6, which was seconded by Vice Chair Hill, which motion unanimously carried, Chair Lawson ordered that Item 4.3.6 for this meeting be approved.

Chair Lawson noted that this is what happens when everyone comes together in an inter-governmentally, everyone comes out in a win-win situation.

- 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)

Ian Chamberlain, RTC Facilities Engineer. We currently have design services set up for the Meadowood Mall Transit Station. The overview of what we're trying to accomplish is to have a better circulation footprint there.

Commissioner Reese, we have a member of the public that comes to our meetings with some frequency, Dora Martinez, who is sight impaired; often times she raises great questions that cause us to re-think what we're doing for our sight impaired customers. I want to make sure that we are including

the Reno Access Advisory Committee and their recommendations about incorporating ADA improvements, including making announcements over the speaker system when the bus arrives or when it's ready to depart. Can you speak to any of that?

Ian Chamberlain, we'd like to investigate an informational kiosk, so it would be interactive and that is one solution. Anything we build will follow and meet the ADA guidelines. The kiosk would be interactive and be able to have those announcements.

Commissioner Reese, the Meadowood Mall is an interesting site and it's always odd to me that there are no sidewalks that ring this area on either side. We're asking people to come to a bus station, but the location makes it difficult. What kind of improvements might happen that would make it easier for people to access the bus stop, even though it's interior to this site?

Ian Chamberlain, we will be investigating pedestrian access and we will be implementing LiDAR to track where people are coming and going and that should identify the demands and where sidewalks are most needed.

Commissioner Reese, one of things I appreciate about the RTC, especially its Engineering staff, is that when you say you are investigating, that tells me you are going to do something. I know it's not a commitment or promise that you're going to make everything that I visualize happen, but please make sure when we look at this project's long-term needs, that we are making the most investments we can into the infrastructure that leads into it.

Commissioner Reese moved to approve Item 4.4.2, which was seconded by Vice Chair Hill, which motion unanimously carried, Chair Lawson ordered that Item 4.4.2 for this meeting be approved.

- 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)

Item 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)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

Xuan Wang, RTC Acting Planning Manager, the RTP is the first step of the process, it is the long-range plan and looks into the future 20 years. Our current 2050 RTP was adopted in March of 2021, we had one that was completed in January of 2023, and we're working on a full update that we're aiming for the adoption in March of 2025.

Amendment No. 2 is needed to add a few projects and also change project schedules for some existing projects. An Air Quality Conformity Analysis was required as part of this amendment. The analysis results show conformance with the Federal Air Quality Standards. The results were reviewed by the Inter-Agency Consultation Group and they recommended approval.

Amended projects include the Butch Cassidy Extension. This project was recommended through the Mt. Rose Highway Corridor Study. This is to connect existing Butch Cassidy to the intersection of Mt. Rose Highway and the Thomas Creek intersection. This extension will improve safety and the connectivity of the corridor. The other amended projects included the Downton Reno Micromobility Network, Virginia Street, Lake Street, Sinclair and Evans Avenue, with schedule changes to Center Street, 3rd Street, Vassar Street and Vine Street, to move the project timing from 2025 to 2030.

The public comment period started December 27, 2023 and ended January 16, 2024, which was advertised through media outlets and included meetings with CMAC and TAC.

Vice Chair Hill, there are cyclist advocates in town that have concerns about Center Street. I think there could just be some miscommunication. You're saying it's moving to 2030, and constituents are saying its being completely removed, is that true?

Xuan Wang, from the RTP, we have it on the long-range project listing, and it has simply moved from the 2025 time frame to 2030. Graham Dollarhide will talk about the RTIP in the next segment.

Chair Lawson announced this is public hearing, is there anyone from the public wishing to speak on this topic? Seeing none, I'll bring it back to the dais for a motion.

On motion of Commissioner Garcia to approve Item 5.1, seconded by Vice Chair Hill, which motion unanimously carried, Chair Lawson ordered that Public Hearing Item 5.1 for this meeting be approved.

- 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)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

Graham Dollarhide, RTC Acting Planning Manager, there are similarities with the previous presentation on the RTP, but please keep in mind these are two separate documents developed by the RTC and each amendment requires action.

The RTIP is required by Federal regulations and inclusion of the document is one of the steps to make the project eligible for Federal funding. The RTIP is a short-range program of projects, which are scheduled and fiscally constrained. Project prioritization within the RTIP can change over time, which is part of what can trigger an amendment.

The RTIP is strictly a programming document meant to show how Federal funding will be spent. It must include all federally and regionally significant projects regardless of funding source and carried out by any agency within the MPO boundary.

The current version of the RTIP is the FFY 2023-2027, which was adopted in August of 2023. It was amended in November 2023, so this is the second amendment to the document. An amendment is

required in order to add projects, but also to remove others consistent with some of the changes made to the RTP. All projects included in the RTP amendment are also included in the RTIP, but also includes additional projects.

The Butch Cassidy extension project, as discussed previously, triggered an Air Quality Conformity Analysis. This project would extend Butch Cassidy Drive from its western terminus to the intersection of Mt. Rose Highway and Thomas Creek Road. This was identified as a Mt. Rose Highway Corridor need, as part of the recently completed NDOT Mt. Rose Highway Corridor Study.

Additionally, the City of Reno recently approved the Downtown Micromobility Network of Street Group 1. The RTC has been working closely with the City on this Network and is taking the necessary steps to implement them. Micromobility projects on Virginia Street and the Lake/Sinclair/Evans Corridor were not previously included in the RTIP, and are being added as part of the amendment process. Similarly, Center Street, 3rd Street, Vassar Street and Vine Street were not included as part of the approved network and are proposed to be removed from the RTIP, which only extends through FFY 2027.

Other changes include an update to the East 6th Street Multimodal Improvements, which recently received an award for a Federal Discretionary Grant for the Safe Streets and Roads 4 All program. This funding source is being applied as part of the RTIP amendment. Additionally, the RTC recently developed a program management plan for its allocation of FTA 5310 Funds, allowing the RTC to distribute fuel tax revenue to local transportation providers of services for seniors and individuals with disabilities. This works out better for those providers on account of no longer having to jump through the Federal hoops attached to the 5310 Funds. The RTC will then spend the entire portion of the FTA 5310 funds, which were subsequently applied to this new project, the FlexRIDE and Access Expansion Vehicle project.

The proposed amendments will require layers of approval from the RTC Board, NDOT, FHWA and FTA. The public comment period was noticed and was opened December 27, 2023 to January 16, 2024. Public comments were received related to the removal of Center Street from the RTIP. With construction of these projects not even beginning until FFY 2026, there won't be a chance to complete this portion of the Micromobility Network, collect data and analyze results until after FFY 2027, which is why Center Street is not able to be included in the RTIP. Additionally, the proposed amendment reflects the results of the Micromobility Pilot Project Study and subsequent action by Reno City Council.

The RTC's Active Transportation Plan is currently under development, and it will be another mechanism to evaluate projects city-wide, and eventually at the neighborhood level. The Center Street Project remains in the RTP and will also be reevaluated during the full update to the 2050 RTP, which is currently underway.

The proposed RTIP amendment was heard by the CMAC and TAC on January 3rd and 4th, 2024, respectively, and recommended for approval by both bodies.

Vice Chair Hill, I would like to give a big thanks to the City of Reno, Mayor Schieve, Councilman Reese and Ms. Koski, who is at every RTC meeting, which I really appreciate for ensuring that school zones safety projects got back on this list. I applaud the City of Reno for making that project work.

Chair Lawson announced this is public hearing, is there anyone from the public wishing to speak on this topic? Seeing none, I'll bring it back to the dais for a motion.

On motion of Vice Chair Hill to approve Item 5.2, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered that Public Hearing Item 5.2 for this meeting be approved.

Item 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)

Dale Keller, RTC Engineering Director spoke on this item along with a presentation. This program has been developed in accordance to establish the RTP as well as the RTIP and working closely with the local staffs. The ICA’s act as a project authorization where staff includes the funding in their annual capital and operating budget.

The project authorization staff is governed by NRS 373, where this Board evaluates and approves the projects based upon the criteria outlined per this statute. The next step is for Washoe County Board of County Commissioners to authorize use of Fuel Tax. Then lastly, the County and the governing bodies, respectfully at the City of Reno and City of Sparks, as appropriate, authorize the RTC to perform this work on their behalf.

Mr. Keller then referred to the presentation to lay out the proposed new projects for Reno and Sparks, which included:

City of Reno

- Moya Boulevard Widening
- Sixth Street Safety For All
- West 4th Street Safety Project
- Downtown Reno Micromobility Project

City of Sparks

- Vista boulevard Widening, I-80 to Prater Way

There are 56 active projects at various stages of design from construction and closeout. We provided a status of each of these projects in your Agenda packets. There are 20 construction projects that are looking to begin or are in construction in 2024.

Some of the major accomplishments we had in 2023 were the 4th Street/Woodland Avenue Roundabout, Sky Vista Parkway Widening Project and Los Altos Parkway Corrective Project.

Our Pavement Preservation Program paved over 13 million square feet of Regional Roads in 2023. We are addressing keeping our pavement condition index or PCI above our goal of 80, so it’s been very successful.

The recommended action is to 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.

Bill Thomas, RTC Executive Director, I wanted to highlight for the Board, that I challenged Dale and his team to really up the number of projects and improvements we do within the community. This was a challenge that his team responded to and brought those projects forward. We are moving forward with the direction of the Board, which is to put these resources to use and putting road projects out to benefit the community. I wanted to publicly thank Dale Keller and his team for doing that.

Commissioner Reese, Mr. Keller, you and your team have done an incredible job, and all of the staff at RTC work very hard in coordination with the staff at other of our partner agencies, that all make this work.

On motion to approve the item by Vice Chair Hill, seconded by Commissioner Reese, which motion unanimously carried, Chair Lawson ordered that the item be approved.

6.2 Presentation on a report from Government Leadership Solutions regarding its evaluation of the RTC's organizational climate. (No Action Required)

Laura Freed, Director of Administrative Services introduced Dr. Maria Church and Marie Gacke from Government Leadership Solutions, who conducted the study, and are here to present the findings.

Dr. Maria Church, CEO and Marie Gacke, CFO and Data Analyst, Government Leadership Solutions gave a review and presentation on the findings of the Organizational Culture Assessment.

Dr. Maria Church, we worked quite a while doing a very in-depth organizational study. We were specifically looking at Senior Leaders, Executive Director and Department Directors, as well as to gain an understanding of the level of collegiality, trust, openness and accountability here at the RTC.

Marie Gacke made the presentation on the findings. This was a custom designed survey, which was done through key interviews to determine the employee experience on organizational satisfaction, interpersonal relations and overall Agency décor.

We want to highlight that the survey resulted in an 89% participation rate (57 employees), which is phenomenal for an organization, and the subsequent surveys showed the RTC regularly outpaced similar GLS organizations that we have worked with throughout most of those survey questions.

Dr. Maria Church, the top five recommendations that we wanted to share with you today are:

1. A Responsive and Transparent Follow Through on the Survey. The employees are waiting to see what you are going to do with it. Certainly, by sharing the information, this is the first step in that responsive and transparent follow through. There are some low hanging fruit recommendations that can be done rather quickly, that will show that we've asked, you've spoken, we've heard you and now we're responding. That is really the follow through that is going to add to the trust and credibility of doing these types of very brave surveys.
2. Internal Communication Improvements. Communication showed up on both boxes of "what we can celebrate that is going well" and "what could be improved". Internal communication is one of the areas that we recommend. Things like strategic story telling. Things are happening that are great every day at the RTC, and so how are we strategically sharing those stories across departments. How are we able to feel that sense of pride with one department really achieving something great and then the other departments hearing about it and still feeling very proud of that accomplishment, because that was all part of the overall team of the RTC. Highlighting managers and supervisors, this scored very high and having the ability to have difficult conversations and communicate effectively. That is an area where you can again strategically

story tell and celebrate and people will feel a sense of pride even if they're in a different department. Also, addressing any bearers toward workflow and communication. We believe there are some areas that could probably tighten up to help with communication flow from the very bottom to the very top. Leveraging your PIO.

3. Leadership Coaching and Training. Taking a workshop on emotional intelligence would be a great way to sharpen this up. Change Management and Change Leadership are really two subtle and distinct skillsets. When focusing on change intelligence and leadership, you see greater results in change initiatives. Relationship building is very powerful.
4. Performance Review Process and Associated Compensation Pay Program. We understand that there are motions in the works and you have already begun taking steps towards improving the compensation process. We also recommend the action of Stay Interviews. Stay Interviews allow people to share what is going really well for them as an employee and member of the RTC team, but also where there are areas we could improve upon. We see a lot of powerful results when organizations start doing Stay Interviews. 360° evaluations are not only being evaluated by your managers, but also by your peers and people that you supervise. Again, very powerful tools and techniques in improvement.
5. Board Visits. Showing up, saying hello, continuing relationship building and getting to know the people throughout the organization. Marie and I were both very impressed by the caliber of professionalism, knowledge and dedication by your people here at the RTC.

On the last page of your hard copies, there is a Comprehensive list of Recommendations. We've categorized these for your convenience.

Vice Chair Hill felt this was a great report that was really well done. I want to say thank you to the Staff who participated, 89% is incredible, especially because I know these are difficult questions to answer. Plus, the participation in the break out groups.

My comments are on the overworked staff. We have 26 new projects that we just approved, we have 56 active projects right now, we have ongoing Planning, plus our Public Transit Operations. I think we need to task our Director with looking at that while they are building budgets to look at how can we expand and support our staff? They are crying out in help. They are asking for help and they haven't been expanded since 2008. It's happening in every local government, especially in Nevada because of our tax structure. I don't imagine we're going to fix it tomorrow, but I think we need to make some movement on that this next budget cycle to listen to the staff and make sure people feel heard and that we're not burning people out.

I also don't think there is enough support for Mr. Thomas, so if we could look into and consider next budget cycle, reestablishing the Deputy for RTC just to support all of the work that needs to be done on the culture.

For the Boards piece, there is work for us to do. I got an invitation from Scott Gibson to come down to the Keystone Bridge before it was opened to traffic to meet the crew, to see it onsite and that was so cool. I think having those informal relationships and seeing projects and appreciating the work of the team, I think there is opportunity to do that. If there was an organic way to make that happen without putting extra work on the staff, that would be great.

I'm really appreciative of the Board that they wanted to do this study. I'm so appreciative to Director Thomas for making this happen. We are hearing from the experts that these are really positive outcomes and we have a just a few things to tweak that are pretty normal, regular things that are happening in every government agency.

Commissioner Reese, I think we have some really awesome things to be proud of and some things to work on, and that is true for every agency. GLS, you did great work and the presentation was outstanding. Having the opportunity to spend some time with you during this process was important to me, it was great that you included us as Board members.

Slide 6 had a quote that I think was particularly important which was, “Nothing has ever come out of the surveys.” This is a frustrating thing for people who have vested their time and then the organization continues to do the same things as always and I don’t want that to be us. I want us to be better than we were yesterday and I want us to be better tomorrow than we were today. The survey results were responded to by 89% of the staff, and yet there is a whole other group of people, who are not our employees that I think should also be surveyed. Those are the drivers, mechanics, the Keolis and MTM Partners. It’s hard to think of an organization without thinking of all of its parts. I want to make sure we’re talking about our front-line folks too.

Commissioner Garcia would like to discuss the first slide, Road Map. I was curious about the 54% in terms of focus groups.

Marie Gacke, that was less than average, however, we understood that we were walking into an organization that has experienced significant turnover, we understood there were a lot of people that were coming into this space with not a lot of confidence in what was going to happen after the fact. So, this is a baseline to find out, is my information actually going to be confidential, can I trust these people we don’t know to take this information just as seriously as if they worked here too? If we were to do this again next year, we would expect that the number would go up. If you chose to do it internally, we would want you to have systems in place to protect that information and confidential data management.

Commissioner Garcia, how is this information getting to the staff and how is it going to be presented to them in a safe environment where they can look at everything the way that we have?

Bill Thomas, it starts with the commitment from me and from the Director’s. My plan is to take this document and set personal goals from me that I’m going to ask you to measure. Director’s will have these goals imbedded in their personal performance as we move forward. I promise to you as the Board and also to the staff, I don’t intend to waste this opportunity, I do intend to use it in a way that is constructive and fully utilized.

Chair Lawson, I want to challenge Directors and Executive Director to insert the Board into a situation. All of us sit on numerous Boards, I sit on about seven Boards, plus the Mayor of Sparks. A lot of what we do is just plain common sense. Does this make sense? I’m challenging the Directors and Mr. Thomas to insert us into situations where you think we could learn something to help us to do better for you. We don’t do this for money, we do this because we love our community and we love our employees, and please don’t feel that you’re imposing on us. Thank you, ladies, for the presentation and we won’t let it fall by the wayside.

Bill Thomas, I want to thank the Board, because if you didn’t have the level of trust in me where I felt like I could do it, there would be a lot of pressure for someone sitting in my seat to not do something like this. It starts with you trusting me on your behalf to manage this organization. I want to specifically thank Dr. Church and Marie Gacke for a great process and a great product. I would like to particularly call out Director Laura Freed, who was really engaged and involved in this. Most importantly, I would like to thank the employees, because this would have been all for naught if people didn’t participate. A couple things I’ve learned as far as leadership is that you can read a lot of books and have a lot of advisors, but I’ve kind of condensed it down to one thing, which is a good leader is

someone people will follow. That's how I look at my job. If people will follow me, then I must be doing it right.

Item 7 *REPORTS (Informational Only)*

7.1 *RTC Executive Director Report*

- We got an early present the week before Christmas with the arrival of our first two hydrogen fuel cell buses.
 - We have been working to diversify our fleet of alternative fuel buses and this is the next step in that evolution.
 - The buses are scheduled to get a hydrogen-themed wrap next month.
 - We plan on putting the buses into service in the spring, after our temporary fueling facility is operational and our mechanics and operators are trained.
 - These buses have a range of about 300 miles, compared to our all-electric buses that get closer to 100 miles per charge – so we like the upside and flexibility that these buses offer.
 - Thanks to a Low-No Grant award of nearly 8.8 million dollars, we expect six more of these buses later this year, a permanent fueling facility at our Sutro property, and virtual training for our mechanics.
- January is Human Trafficking Prevention Month, so we held an event to showcase one of our buses, two weeks ago.
 - As part of this, we held an event to showcase one of our buses, two weeks ago.
 - The bus has a wrap to raise awareness about this issue in our community.
 - Thank you, Commissioner Garcia for using your discretionary funding to pay for this messaging and thank you Nicole Coots for designing the wrap.
 - I would also like to thank Commissioner Garcia for speaking about this topic during the event – along with Sheriff Darin Balaam and Melissa Holland from Awaken Nevada.
- We also have a “Don’t Drink and Drive” bus wrap that got installed last month.
 - Thank you Mayor Schieve for using discretionary funds to install this wrap. The wrap coincided with the free rides that the RTC provided on New Year’s Eve.
 - This is an important way to safely move people around town during a night when a lot of people are celebrating with alcohol.
 - Our goal is to keep drunk drivers off the roads and to introduce new riders to our transit system.
- Congratulations to Ed Park on his retirement.
 - Ed is a Senior Technical Transit Operations Planner and this is his last day here. He’s wrapping up his RTC career after nearly 27 years with our organization. Ed’s work has been very valuable – including his role in the Bus Stop Improvements Program which made upgrades to almost 100 bus stops over six years. We will miss Ed but we are also grateful that he was kind enough to stick around long enough to train his replacement, Sai Sun. Thank you for all that you’ve done to help with RTC’s success during your time here.
- I would like to introduce you to Austin McCoy.
 - He just started Monday as our newest Project Manager in the Engineering Department. Austin previously worked for NDOT as a Resident Engineer. He has more than a decade of combined roadway design and construction administration experience. Austin is a great addition to our team because of his background and experience, and we look forward to his success with the RTC.
- Three of our employees are celebrating their first anniversary with the RTC.
 - Alex Cruz is a Senior Technical Transit Operations manager. He made the one-year mark Wednesday.

- Soledad Toledo-Alvarez will celebrate her first anniversary as a Customer Service Associate Tuesday and our Facilities Engineer – Ian Chamberlain will pass the one-year threshold January 30th.
- Thank you to all three of you for your hard work over the past year. We look forward to many more to come.
- Please join us in congratulating William Buchanan as the MTM Employee of the Month for December.
 - Will has been driving for ACCESS for six-and-a-half years and has been a trainer for five-and-a-half years. He has great enthusiasm for his job and the passengers – and he instills that in his trainees using real-life experiences. Will and his wife have a dog, cat, and a Ball Python named Severus after the Harry Potter character. He’s a self-proclaimed nerd who enjoys Sci-Fi, superheroes, Disney, games and rock concerts. Thank you, William, for all that you do for our clients and trainees.
- Yancy Hammond is the Keolis Driver of the Month.
 - Yancy was born and raised in Mississippi but lived in Los Angeles for a few years before moving to Reno. He’s worked as a bus operator for RIDE since September of 2021. In December, he had a 96 percent on-time performance and zero accidents. Yancy enjoys jogging, working out, and socializing. Thank you for a job well-done, Yancy.

I want to note that NRS 354.4964 requires that budget adoption cannot occur before the third Monday in May. What that means to us, is that our normal Board meeting in May would occur on the 17th, so we’re looking at moving the meeting to the 23rd, or doing a special meeting just for the budget. I’ll be reaching out to all of you to figure out how we will deal with that conflict.

7.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer. Congress passed another continued resolution yesterday to fund the Department of Transportation and some other Federal Agencies. Transportation funding will expire March 1, 2024, while some other agencies it will be March 8, 2024, unless congress does come up with another spending package before then. The expectation is that they will pass this before the March deadline.

Law makers are still looking into the Build More Housing Near Transit Act of 2023 and if passed, this bill would change the scoring criteria for awarding grants for rail and rapid transit projects. It would prioritize jurisdictions that have a pro-housing policy in place to make sure the density is there before they invest in these kinds of projects for bus and rail lines. This could affect the RTC down the road once we get into the possibility of BRT extensions.

Transit agencies are having a harder time finding good affordable insurance for transit buses. The RTC doesn’t pay for the insurance on our buses. Keolis actually handles that, so that does lower the cost for our insurance.

DOT launched its benefit cost analysis template and general guidance to help grantees prepare their applications. A list of data and mapping tools can be used for a strong discretionary grant application including tools related to equity, safety, climate, sustainability, air quality and transportation analysis. We’re looking into a handful of different grants that would could be applying for in the coming months, so we’ll be taking a look at this template.

7.3 NDOT Director Report

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

- 2023 Traffic Fatalities went down, while pedestrian and bicycle fatalities went up.
- Spaghetti Bowl Express: APWA Nevada Project of the Year
- I-80 West of Reno Ramp Closures/Future I-80 West McCarran Boulevard to Keystone Project
- Winter Weather and Plowing of Streets and Highways

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

There were no commissioner announcements or updates.

Item 9 PUBLIC INPUT

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

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:52 a.m.

ED LAWSON, Chair
Regional Transportation Commission

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

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.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
TE Spot 11 – Package 3 – Steamboat Parkway	February 8, 2024
<u>Request for Proposals (RFP)</u>	
Project	Due Date
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.

Project	Contractor	Award Date	Contract Amount
Selmi Drive Rehabilitation	Q&D Construction	1/10/2024	\$1,512,406
Sparks Intelligent Corridors	TBD		

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
Spanish Television Advertising	Gray Media Group	\$40,000

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
N/A					



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.2.2

To: Regional Transportation Commission

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

SUBJECT: Advisory Committees Report

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

The TAC and the CMAC met on February 1, 2024 and February 7, 2024, respectively. Each committee acknowledged receipt of a report on Fiscal Year 2025 Transit Plans Strategies (TOPS) Recommended Service Changes. The CMAC also received a presentation on the 2050 Regional Transportation Plan (RTP) Update.

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

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.2.3

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, 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.

PLANNING STUDIES

Virginia Street Transit Oriented Development (TOD) Planning Study	
Graham Dollarhide, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/
<i>Status: 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>	
Active Transportation Plan	
Marquis Williams, Project Manager	https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/
<i>Status: Continued refinement of planning and implementation strategies based on public input, two Agency Working Group (AWG) meetings, and internal priorities. The next iteration to be shared at the third AWG meeting in February 2024 and through a second round of public outreach in Spring 2024.</i>	
Regional Freight Study	
Marquis Williams, Project Manager	N/A
<i>Status: 1-on-1 interviews held with interested agencies, along with second of four stakeholder workshops held in January 2024 to gather feedback/direction related to high-level goals to include in the draft report. Project team is working to incorporate this data into a draft report. Third stakeholder workshop will be held in March 2024.</i>	
RTC REGIONAL TRAVEL CHARACTERISTICS STUDY	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/survey2023/
<i>Status: Project team is working on data collection. Transit and visitor survey near completion. Household travel survey started.</i>	
RTC REGIONAL TRAVEL DEMAND MODEL UPDATE	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/model2023/
<i>Status: Project team is reviewing the existing model, completed TAZ boundary update, making edits to network files.</i>	
RTC REGIONAL TRANSPORTATION PLAN UPDATE	
Xuan Wang, Project Manager	Coming soon
<i>Status: Finalized project schedule and completed the Agency Working Group kick-off meeting. AWG inputs are being summarized.</i>	

ONGOING PROGRAMS

Data Collection Program	
Xuan Wang, Project Manager	N/A
<i>Status: Identifying sites for 2024 and 2025 Multimodal Traffic Data Support. Data collection starting in February.</i>	
Bicycle and Pedestrian Planning	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i>	
<ul style="list-style-type: none">• <i>Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.</i>	
Vision Zero Truckee Meadows	
RTC Planning Staff	https://visionzerotruckeemeadows.com/
<i>Status: Meeting planned for February to include discussion of 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: 2/16/2024

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 related with this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ACTIVE TRANSPORTATION IMPROVEMENTS

Center Street Multimodal Improvements	
<i>Status: The purpose and need of this project is being evaluated as part of the 2050 RTP update. RTC Planning team is leading these efforts.</i>	

Downtown Reno Micromobility Project	
Sara Going, Project Manager	www.downtownrenomicromobility.com
<i>Status: A contract with Nichols Consulting Engineers (NCE) for design services is being presented for possible action at the February RTC Board Meeting.</i>	

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

CAPACITY/CONGESTION RELIEF PROJECTS

Buck Drive Circulation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/buck-drive-circulation/
<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 March. Construction is tentatively scheduled for spring 2025.</i>	

Butch Cassidy Drive Extension	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/butch-cassidy-drive-extension/
<i>Status: The project design kickoff occurred in January 2024. Preliminary design is underway.</i>	

Eagle Canyon Safety and Operations	
Sara Going, Project Manager	
<i>Status: Scope of services and negotiations with C.A. Group, Inc. have begun for design and EDC.</i>	

Geiger Grade Realignment	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/
<i>Status: 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>	

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

Military Road Capacity & Safety	
Austin McCoy, Project Manager	https://www.rtcwashoe.com/engineering-project/military-road-capacity-and-safety/
<i>Status: Alternative selection for roadway and intersection configurations are being finalized. Preliminary design is underway. An Amendment to the contract with Lumos & Associates was approved by the Board in January to complete final design of the project.</i>	

North McCarran Boulevard & Pyramid Hwy Fiber	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/
<i>Status: Construction is substantially complete, contractor is working on punch list items.</i>	

North Valleys North Virginia Street Capacity	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/
<i>Status: This project is underway with early scoping and schedule items. The traffic analysis study and conceptual design is under agency review.</i>	

Pembroke Drive Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/pembroke-drive-capacity-and-safety/
<i>Status: Nichols Consulting Engineers (NCE) was the selected design consultant. Preliminary design alternatives were updated to include widening to two (2) lanes on each direction. This document is being evaluated by RTC and City of Reno staff for further action.</i>	

Pyramid Highway Intelligent Corridor	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/
<i>Status: The project bids were opened in January. Staff is reviewing the responsive bidders and will issue the intent to award for the construction contract. Construction is anticipated to begin early this year. Testing of software for the notification system is in progress.</i>	

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

Pyramid Way, Sparks Boulevard, Highland Ranch Interchange	
Austin McCoy, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/
<i>Status: NDOT LPA Agreement has been executed and a notice to proceed from NDOT has been received. Preliminary design is underway with Parametrix.</i>	

South Meadows Traffic Enhancements	
Austin McCoy, Project Manager	https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/
<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>	

South Virginia Street & I-580 Exit 29 Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/
<i>Status: Final plans are completed and project will be advertised for bids by the end of the month. Construction is tentatively scheduled to start by mid-spring.</i>	

Sparks Boulevard – North Phase	
Garrett Rodgers, Project Manager	SparksBLVDproject.com .
<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 Interlocal Cooperative Agreement between the RTC and City of Sparks was approved in January.</i>	

Steamboat Parkway Improvement	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The project bids were opened on February 8th. Staff is reviewing the responsive bidders and will issue the intent to award for the construction contract. Construction is anticipated to start in spring 2024.</i>	

Traffic Signal Fiber 25-01	
Austin McCoy, Project Manager	
<i>Status: Scope of services and negotiations with Kimley Horn have begun for design and EDC.</i>	

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

Traffic Signal Modifications 23-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/
<i>Status: The project bids were opened in December. The apparent low bidder was Summit Line Construction, Inc. Construction is anticipated to begin early this year.</i>	

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

Traffic Signal Modifications 25-01	
Alex Wolfson, Project Manager	
<i>Status: A contract with Headway Transportation, LLC, for professional design and traffic analysis services is being presented for approval at the February RTC Board Meeting.</i>	

Traffic Signal Timing 7	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/
<p><i>Status: New signal timing plans have been implemented on the following corridors:</i></p> <ul style="list-style-type: none"> - Mill St between Telegraph St and Kirman Ave - Kirman Ave/Sutro St between Ryland St and E 9th St <p><i>Next focus will be N Virginia St and Sun Valley Blvd to evaluate ongoing construction traffic impacts</i></p>	

Veterans Parkway ITS	
Austin McCoy, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/
<p><i>Status: Preliminary project design is underway.</i></p>	

Veterans Roundabout Modifications	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/
<p><i>Status: Preliminary Design anticipated Spring 2024.</i></p>	

Vista Boulevard/Disc Drive Intersection Improvement	
Alex Wolfson, Project Manager	
<p><i>Status: Design agreement has been executed with Wood Rodgers and preliminary design is underway.</i></p>	

Vista Boulevard/Prater Way ITS	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/
<p><i>Status: 50% design submittal was received in December 2023, and design package is being reviewed by RTC and City of Sparks staff.</i></p>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Bryan Byrne, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<p><i>Status: RTC is collaborating with the CMAR team to complete our Opinion of Probable Construction Cost (OPCC) #1 and reconcile for OPCC #1A. The design team aims to achieve a 100% design plan by March 2024.</i></p>	

Keystone Bridge Replacement	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/
<i>Status: The proposed project alternatives were presented to the public at a December 7, 2023 Public Meeting. Public comments were received online through early January 2024. The project team is advancing the alternatives through a Level 2 screening process.</i>	

Lemmon Drive Traffic Improvements and Resiliency	
Bryan Byrne, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<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>	

Mill Street Capacity & Safety (Kietzke Lane to Terminal Way)	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<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>	

McCarran Boulevard Safety and Operational Improvements	
Jessica Dover, Project Manager	
<i>Status: MSA to appear on February 2024 RTC Board Meeting Agenda. Task Order No. 1 and start of preliminary design services anticipated late March/early April 2024.</i>	

Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<i>Status: Weather dependent</i>	
<i>Phase 1 (Pyramid Way to Sullivan Lane in Sparks) was completed at the end of August.</i>	
<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>	
<i>Construction activities on Phase 4 are underway and continue during winter.</i>	

One lane on each direction is maintained along Oddie Boulevard/Wells Avenue.

Overall construction, including the remaining phases, is anticipated to be completed by the third quarter of 2024.

Sierra Street Bridge Replacement

Bryan Byrne, Project Manager

<https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/>

Status: The project has completed the Level 1 and Level 2 screening process and is finalizing the recommendation for the preferred design alternative. The Public Information Meeting #1 is scheduled to occur in March 2024.

Sun Valley Boulevard Corridor Improvements – Phase 2

Jessica Dover, Project Manager

<https://www.rtcwashoe.com/engineering-project/sun-valley-boulevard-corridor-improvements-phase-2/>

Status: Preliminary design tasks associated with development of drainage alternatives underway.

West Fourth Street Downtown

Scott Gibson, Project Manager

<https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/>

Status: 30% design Plans have been completed and submitted for review to the City and Utilities.

West Fourth Street Safety

Scott Gibson, Project Manager

<https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/>

Status: Wood Rodgers has submitted 60% design plans for review. Work on NEPA and coordination with NDOT environmental continues.

PAVEMENT PRESERVATION PROJECTS

2024 Preventive Maintenance Program

Jessica Dover, Project Manager

Status: Project on schedule to Advertise March 2024; Construction tentatively scheduled to start in May 2024.

2025 Bridge Maintenance	
Scott Gibson, Project Manager	
<i>Status: A Professional Services Agreement (PSA) was awarded to HDR Engineering, Inc. at the December 2023 RTC Board Meeting. Preliminary design is underway.</i>	

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

Arrowcreek/Wedge Rehabilitation	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-parkway-wedge-rehabilitation/
<i>Status: Utility coordination and preliminary design ongoing. Feasible Design Alternatives anticipated March 2024.</i>	

Las Brisas and Los Altos Resurfacing	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/
<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 has achieved Final Acceptance. Slurry and associated remaining Contract Items at both locations to be completed Spring 2024.</i>	

Meadowood Rehabilitation	
Garrett Rodgers, Project Manager	
<i>Status: J-U-B Engineers, Inc. was issued a notice to proceed with preliminary engineering design services in December 2023. Preliminary design will be advanced during 2024.</i>	

N Virginia Street University Rehabilitation	
Bryan Byrne, Project Manager	https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/
<i>Status: The design team is incorporating the 100% design comments, with Final plans slated for early February. Construction is planned for the summer of 2024, coinciding with UNR's summer break.</i>	

Raleigh Heights Rehabilitation	
Austin McCoy, Project Manager	https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/
<i>Status: Final design and right-of-way process are ongoing. Construction is tentatively scheduled for April through August 2024.</i>	

Selmi Drive Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/
<i>Status: Construction awarded to Q&D Construction, LLC., and it is expected to start in the spring.</i>	

Somerset Parkway Corrective Project	
Scott Gibson, Project Manager	
<i>Status: Preliminary design and community engagement is underway. 90% design submittal is anticipated by the end of April.</i>	

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

OTHER PROJECTS

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

Virginia Line BRT Improvements	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/
<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

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Mill Street Capacity and Safety	J&O Nevada, LLC	\$14,518	\$0

CONTRACTS UP TO \$100,000

Project	Vendor	Scope	Amount
Lemmon Valley – Spanish Springs Connector BLM Application Assistance	C.A. Group	Assistance and coordinate with BLM and Washoe County on identifying potential corridor within BLM property.	\$65,470.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

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.

BACKGROUND AND DISCUSSION

ATTACHMENT A

Highlights

RTC RIDE Key Highlights – January

- 9 trainees released to Operations for revenue service
- 8 driver terminations
- 1 driver resignation
- 1 driver retired
- 1 driver promoted to Road Supervisor
- Sunday-level service on MLK day
- 2024 January Service change effective 1/6
- Human Trafficking Awareness Media event with new bus wrap, bus request 1/5/24
- Employee Engagement:
 - 1/19/24: We celebrated National Popcorn Day with Galaxy theater popcorn provided to share with employees
- CUTA Training: No classes were conducted in December due to events, bidding, and holidays. CUTA training will continue throughout 2024. New class options are scheduled to begin January 29th.
- Human Trafficking videos (provided by RTC) completed in January Safety Meetings for all Operators from January 17th – January 23rd. This also included a refresher on Safe Place.
- 5 new grievances filed in January, 1 withdrawn
- 2 new ULP’s filed in January



Keolis represented staffing headcount as of January 26, 2024:

Position	Total Employed	#Needed
Coach Operator Trainees	10	6+
Coach Operators	163	12
Dispatchers	6	0
Road Supervisors	3	1
Mechanic A	6	0
Mechanic B	4	0
Mechanic C	4	0
Facilities Technician	2	0
EV Technician	1	0
Utility Worker	11	0
Electronics Tech	2	0
Body Technician	1	0

RTC RIDE Contract Compliance for January

Grievances

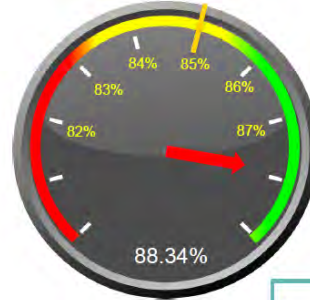
Accident Frequency Ratio



No more than 1 preventable vehicle accident per 100,000 miles is the industry standard



On Time Performance



85% is the industry standard



Preventative Maintenance Inspections



100% is the industry standard

Miles Between Road Calls



15,000 miles is the industry standard



Completed Trips



Valid Complaints per 20,000 Passengers



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



RTC ACCESS Key Highlights – January

Classes: 1-9-2024 ~ 1 driver in training and will be completing training 1/26/2024
1-23-2024 ~ 3 drivers in training

Safety:

- **Accidents:**
 - 0
- **Incidents**
 - 0
- **Injuries:**
 - 0
- **YTD Preventable Accident Count: 12**
- **YTD Injury Count: 9**

- **January Safety Blitz**
 - Distracted Driving
- **January Safety Meeting**
 - Slips, trips and falls

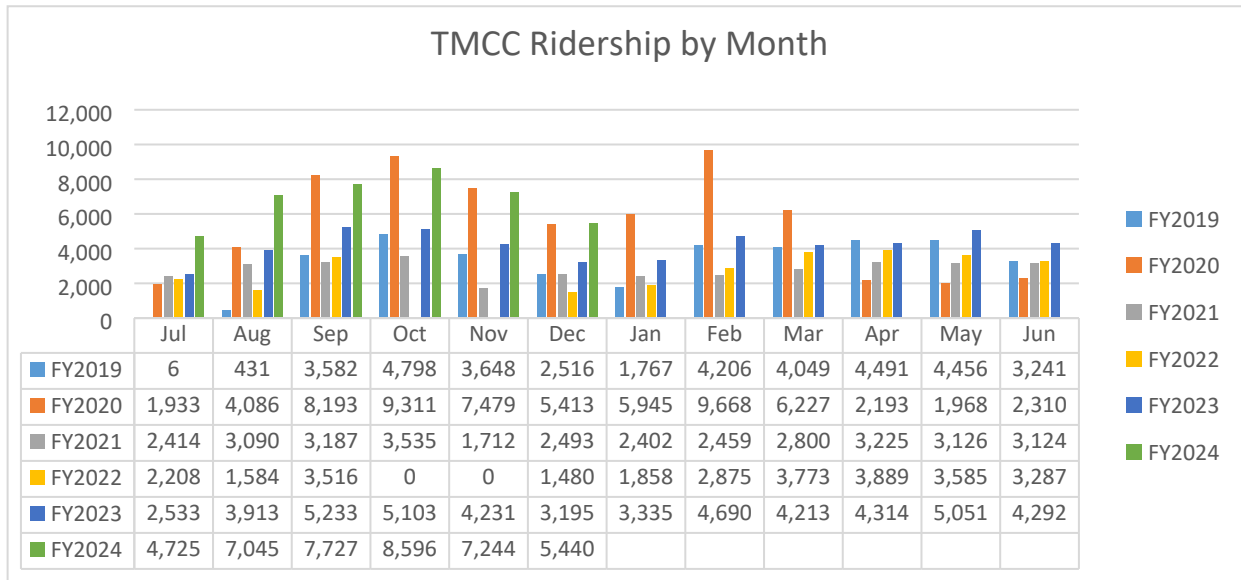
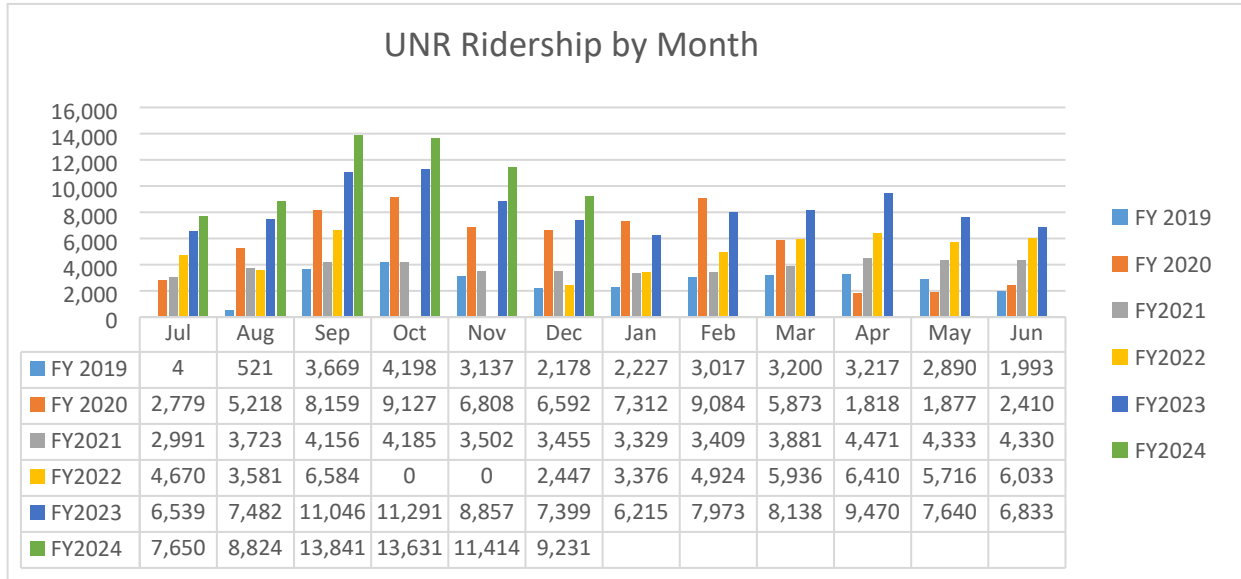
MTM represented staffing headcount as of January 29, 2024:

Position	Total Employed	#Needed
Drivers	47FT – 6PT	17 FT – 0 PT
Dispatchers	4.5 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 lost 1 to drop to 327. 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 is meeting weekly with Celtis Venture to discuss steps moving forward regarding RTC’s marketing plan.
- Staff tabled a UNR men’s basketball game on December 30th.

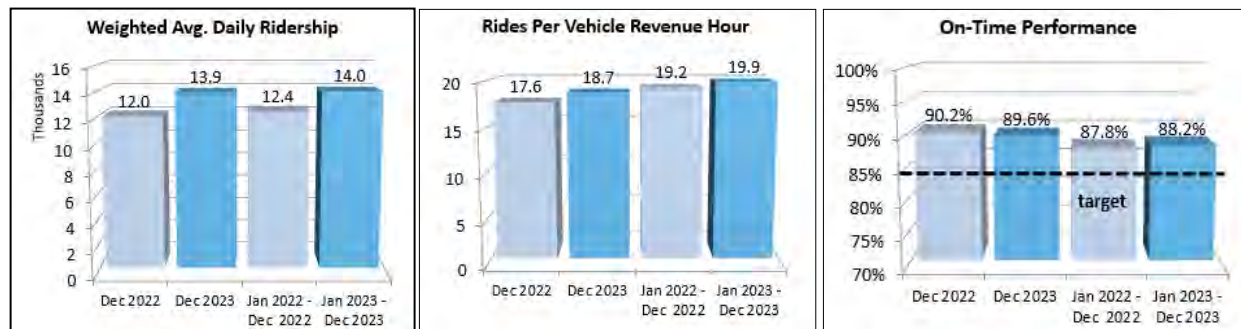
Ridership numbers from the ED Pass Program through the month of December 2023:



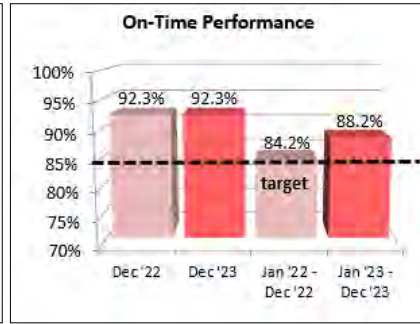
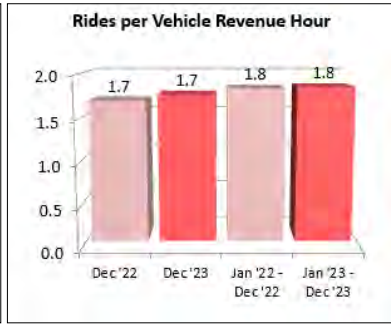
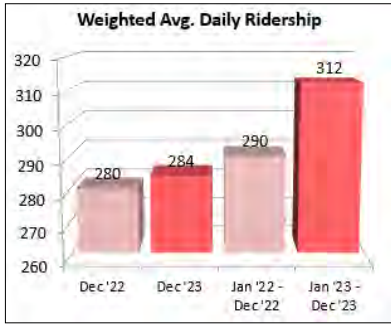
Both UNR and TMCC had its highest ridership for December.

DECEMBER 2023 TRANSIT PERFORMANCE

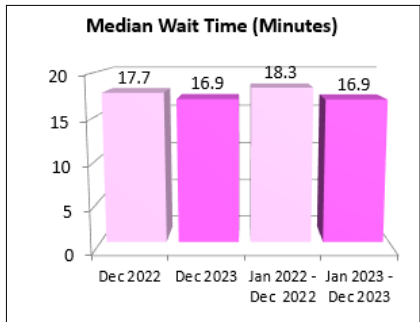
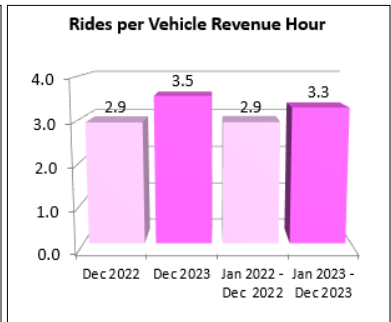
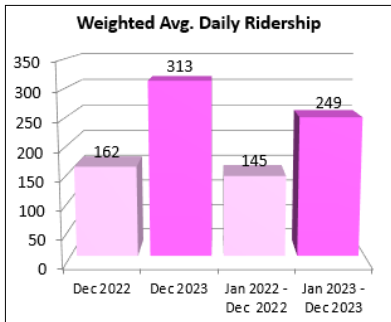
RTC RIDE



RTC ACCESS



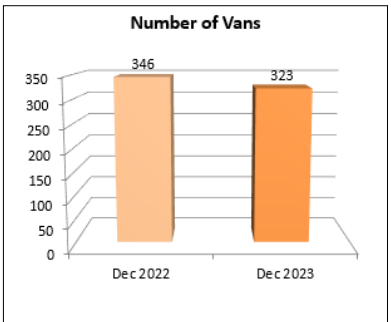
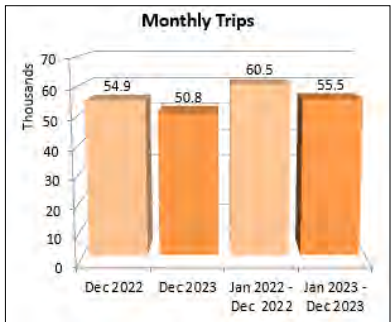
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

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 January 1 – January 31

01/01/24 – FREE rides on New Years Eve for all RTC Transit Services

01/03/24 – RTC Citizens Multimodal Advisory Committee Meeting

01/04/24 – RTC Technical Advisory Committee Meeting

01/05/24 – Human Trafficking Awareness Media Event

01/16/24 – Washoe County School District Poster Contest

01/25/24 – Family Health Festival / RTC prep

01/26/24 – RTC Employee Appreciation Luncheon

01/31/24 – Sky Vista Ribbon Cutting Ceremony

Media Relations & Social Media

Josh MacEachern, Project Manager

Status: The RTC issued nine news releases:

01/04/24 – Human Trafficking Awareness Media Event

01/17/24 – N. Wells and Sadleir Ave Closures

01/24/24 – Lemmon Drive Public Meeting

01/30/24 – Sky Vista Ribbon Cutting

RTC received media coverage for the Human Trafficking Awareness event, N. Wells and Sadleir Ave Closures, Free Rides on New Years, the Lemmon Drive Public Meeting, and the Sky Vista Ribbon Cutting.

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 the Sky Vista Project Completion, Travel Characteristics Study, Lemmon Drive Public Meeting, and Library Transit Routes.

In addition, the Lemmon Drive Public Information Meeting Introduction was added to the RTC YouTube Channel and project 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: 2/16/2024

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

SUBJECT: Traffic Signal Modifications 25-01 Project PSA with Headway Transportation, LLC

RECOMMENDED ACTION

Approve a contract with Headway Transportation, LLC, for design and optional engineering during construction services for the Traffic Signal Modifications 25-01 Project, in an amount not-to-exceed \$595,650.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Headway Transportation, LLC, is for professional design and traffic analysis services for the Traffic Signal Modifications (TSM) 25-01 Project in the amount of \$366,650 and optional engineering during construction (EDC) services in the amount of \$164,000. Project contingencies in the amount of \$50,000 for design and \$15,000 for EDC are also included in the agreement.

The TSM 25-01 project includes the design and analysis of operational, safety, and equipment improvements at the following locations:

1. Greg St and Kleppe Ln intersection in Sparks
 - a. Signal equipment replacements and ADA improvements
2. McCarran Blvd and Skyline Dr intersection in Reno
 - a. Install vehicle detection loops
3. Robb Dr and Mae Anne Ave intersection in Reno
 - a. Remove the north/south split phase operations
4. McCarran Blvd and Mira Loma Dr intersection in Reno
 - a. Implement a NB to EB right turn overlap phase
 - b. Perform traffic analysis to investigate other improvements that can be made to help traffic flow

5. El Rancho Dr and Wedekind Rd intersection in Sparks
 - a. Install flashing yellow arrows
 - b. Replace signal equipment

6. Baring Blvd and Gold Way intersection in Sparks
 - a. Install flashing yellow arrows
 - b. Remove north/south split phase operation
 - c. ADA and other geometric improvements along with signal pole replacements

7. Baring Blvd and North Truckee Ln intersection in Sparks
 - a. Install flashing yellow arrows
 - b. Replace signal equipment
 - c. ADA improvements

8. Robb Dr near McQueen High School in Reno
 - a. Install school zone flashers

9. Mayberry Dr near Hunter Lake Elementary School in Reno
 - a. Install school zone flashers

10. Calle de la Plata and Isidor Ct intersection in Washoe County
 - a. Implement EB to SB and NB to EB right turn overlap phases

11. US-395 and Stead Blvd interchange in Reno
 - a. Perform an intersection control evaluation

12. W 4th St and Mayberry Dr intersection in Reno
 - a. Perform roundabout feasibility analysis

13. W 7th St and Sierra Highlands Dr intersection in Reno
 - a. Perform an intersection control evaluation

14. Sparks Blvd and Ion Dr intersection in Sparks
 - a. Perform a signal warrant analysis

15. Double R Blvd and Amston Rd in Reno
 - a. Perform a signal warrant analysis

Headway Transportation, LLC was selected from the qualified Traffic Engineering Design and Construction Management Services list to perform engineering, construction management, and quality assurance. Headway Transportation's scope, schedule, and budget indicated the amount for design services is within the appropriated budget.

- Design Kickoff: March 2024
- 50% Design Submittal: July 2024
- 90% Design Submittal: October 2024
- Construction: Spring 2025

FISCAL IMPACT

Fuel tax appropriations are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

3/18/2022 Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Headway Transportation, LLC (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the 22-07 Traffic Engineering Design and Construction Management Services shortlist to perform traffic design and traffic studies in connection with the Traffic Signal Modifications 25-01 project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services 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:

Design Services (Tasks 2.1.A to 2.1.E)	\$366,650
Design Contingency (Task 2.1.F)	\$50,000
Construction Support Services (Optional) (Tasks 2.1.G to 2.1.K)	\$164,000
<u>Construction Contingency (Optional) (Task 2.1.L)</u>	<u>\$15,000</u>
Total Not-to-Exceed Amount	\$595,650

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Alex Wolfson 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 Loren Chilson 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
Alex Wolfson
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: awolfson@rtcwashoe.com
(775) 335-1880

CONSULTANT: Loren Chilson, PE
Principal
Headway Transportation, LLC
5482 Longley Lane, Suite B
Reno, NV 89511
Email: lchilson@headwaytransportation.com
Phone: (775) 322-4300

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

HEADWAY TRANSPORTATION, LLC

By: _____
Loren E. Chilson, PE, Principal

Exhibit A

Scope of Services

EXHIBIT A
SCOPE OF SERVICES
FOR
TRAFFIC SIGNAL MODIFICATIONS 25-01

2.1 DESIGN SERVICES

CONSULTANT will provide design, plans, specifications, and engineer's estimates for traffic signal modifications at the following intersections:

- Greg/Kleppe
- McCarran/Skyline
- Robb/Mae Anne
- McCarran/Mira Loma
- El Rancho/Wedekind
- Baring/Goldy
- Baring/N. Truckee
- Calle de la Plata/Silent Sparrow
- Robb/McQueen (school zone flashers)
- Hunter Lake/Mayberry (school zone flashers)

The locations may be revised through mutual consent of the RTC and CONSULTANT.

CONSULTANT will provide traffic studies for the following intersections:

- Intersection Control Evaluation (ICE) study for the US 395/Stead Blvd interchange
- Roundabout feasibility review and ICE study for West 4th/Mayberry
- ICE study (basic level) for West 7th/Sierra Highlands
- Signal Warrant Analysis for Sparks Blvd/Ion
- Signal Warrant Analysis for Double R Blvd/Amston Rd
- Intersection operations recommendations for McCarran Blvd/Mira Loma

The locations may be revised through mutual consent of the RTC and CONSULTANT.

2.1.A Project Management:

1. Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other agencies/parties as appropriate. CONSULTANT will coordinate kick-off meeting and hold progress meetings during the course of the project.
2. Coordination with Utilities and appropriate agencies will be ongoing throughout the project. Coordination with property owners will also be performed throughout this project to keep owners apprised of the project and address access to their personal sites.

CONSULTANT will organize and attend up to four (4) agency coordination meetings.

Deliverables:

Invoicing and progress reports.

2.1.B Preliminary Design (50% & 90%)

1. Investigate Existing Conditions and Field Inventory

CONSULTANT will evaluate the existing intersection conditions and determine potential issues associated with constructing signal systems and other contemplated improvements.

2. Topographic Survey

CONSULTANT will perform Topographic Surveys locating the physical features in the project area of each intersection / work location.

3. Subsurface Utility Investigation/Depiction

CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include a depiction of subsurface utilities on the plan sheets.

Potholing is not included in this scope of work, but can be included under the design contingency task if deemed necessary by RTC and CONSULTANT.

4. Utility Coordination

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. 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 included in the plans, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

5. Right-of-Way and Easements

CONSULTANT will conduct a Boundary Survey of existing right-of-way and easement information and identify where existing and new equipment may be, or need to be located, outside existing right-of-way/easements. If right-of-way or new easements are to be acquired, CONSULTANT will provide title reports, legal

descriptions/exhibits, and supporting items. CONSULTANT will not be required to set parcel corners or file a Record of Survey, the boundary information will be used and placed on the topographic map.

At all locations, the Washoe County assessor's parcel lines/maps will be used as the first review step. Findings will be reported to the RTC project manager. This task includes up to twenty (20) title reports and twenty (20) legal descriptions. Additional locations can be included under the design contingency task.

6. Plans, Specifications, and Estimates (50% & 90%)

Prepare preliminary plans, an outline of technical specifications, and a preliminary cost estimate suitable for RTC and Local Agency review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections.

CONSULTANT will prepare a 30% design level exhibit for the Baring Blvd/Goldy Way intersection and proposed geometric changes, for City of Sparks review and input, prior to proceeding beyond the 30% design stage.

Submittals of the PS&E package will be made at the 50% and 90% design levels.

CONSULTANT will prepare 11" x 17" format plan sheets for each intersection/improvement location.

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

Develop quantities and opinion of probable costs for major items of work for each intersection / work location.

Upon receipt of comments from the RTC, City of Reno, City of Sparks, NDOT, and Washoe County, CONSULTANT will incorporate comments into the final design.

Deliverables:

Electronic copies of plans in PDF format to each reviewing agency and the RTC.

2.1.C Final Design

1. Prepare Final Plans and Specifications

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

The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction, including signal modifications, trenching, signing and striping, right-of-way lines, and surface treatments. The final plan set will include, as a minimum:

- Cover Sheet
- Location Map
- Notes & Details Sheets
- Technical Specifications
- Intersection Modification Plan Sheets
- Traffic Signal Plan Sheets
- Pedestrian Ramp Grading
- Signing & Striping Plan Sheets

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

- Electronic (pdf) plans and specifications will be acceptable unless hard copies are specifically requested.
- 50% & 90% Plans – One 11" x 17" set to RTC, agencies, and other affected parties
- 90% Specifications – One set each to RTC and the local agency(s)
- 100% Plans – One 11"x17" set each to RTC and the local agency(s)
- 100% Specifications – One set each to RTC and the local agency(s)
- Final Working Plan Set – One 11"x17" set each to RTC and the local agency(s)
- Final Working Specification Document – One set each to RTC and the local agency(s), one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

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

2. Final Engineer's Opinion of Probable Construction Costs and Time.

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

CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the project.

3. NDOT Permit Support

CONSULTANT will coordinate permit signatures with local agencies, submit required permits to NDOT, monitor review progress, respond to comments, and make plan revisions, throughout the NDOT permitting process.

Deliverables:

Electronic copies of PS&E package in PDF format to each reviewing agency and the RTC. One copy in MS Word format of the Contract Documents and Technical Specifications to RTC. Final Engineer's Estimate. NDOT permit number(s).

2.1.D Bidding Services

1. Plan Set and Specification Distribution

CONSULTANT will provide the RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Procurement system.

2. Pre-bid Meeting

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

3. Bid Opening & Award Support

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 for mathematical accuracy.

2.1.E Traffic Studies

1. Intersection Control Evaluation (ICE) Study for US 395/Stead Blvd Interchange

CONSULTANT will perform a study comparing and contrasting traffic signals versus roundabouts and will identify the preferred intersection control type for near-term conditions (an approximately 10 year horizon). The US 395 southbound ramp and US 395 northbound ramp intersections will be included in the traffic operations analysis and comparison of alternatives. Work will include: traffic volume forecasting,

alternatives development, preliminary layout for up to three (3) configurations (10% design level), identification of major cost items, identification of significant issues for construction, statement of benefits and challenges, consideration of safety, aesthetics, multi-modal accommodation, and other factors.

Provide a Draft ICE report outlining the analysis and presenting a recommendation for the interchange configuration. Coordinate review and input with the RTC, NDOT and the City of Reno, incorporate agency comments, and provide a Final ICE report.

2. Roundabout Layout & ICE Study for West 4th St/Mayberry Drive Intersection

CONSULTANT will provide traffic counts, basic analysis to determine lane configuration, and an engineered roundabout layout exhibit. If a roundabout is deemed feasible through discussion with the RTC and City of Reno, CONSULTANT will proceed with an ICE study to determine what improvement should be made.

ICE study work will include: traffic volume forecasting, alternatives development, preliminary layout for up to three (3) configurations (10% design level), identification of major cost items, identification of significant issues for construction, statement of benefits and challenges, consideration of safety, aesthetics, multi-modal accommodation, and other factors.

Provide a Draft ICE report outlining the analysis and presenting a recommendation for the intersection configuration. Coordinate review and input with the RTC, NDOT and the City of Reno, incorporate agency comments, and provide a Final ICE report.

3. Basic ICE Study for West 7th St/Sierra Highlands Intersection

CONSULTANT will provide a basic synopsis of intersection control options, identify potential improvements to address key issues, and provide a simplified ICE study outlining the justification for the recommended improvements.

Basic ICE study work will include: traffic counts, operations analysis, traffic volume forecasting, alternatives development, preliminary layout for up to two (2) configurations (10% design level), identification of major cost items, identification of significant issues for construction, statement of benefits and challenges, consideration of safety, aesthetics, multi-modal accommodation, and other factors.

Provide a brief Draft ICE report outlining the analysis and presenting a recommendation for the intersection configuration. Coordinate review and input with the RTC and the City of Reno, incorporate agency comments, and provide a Final ICE report.

4. Signal Warrant Analysis for Sparks Blvd/Ion Drive

CONSULTANT will perform a signal warrant analysis for the Sparks Blvd/Ion Drive intersection. The analysis will focus on the following warrants:

- Warrant 1, Eight-Hour Vehicular Volume (Existing and Future Year)
- Warrant 2, Four-Hour Vehicular Volume (Existing and Future Year)
- Warrant 4, Pedestrian Volume (Four-Hour and Peak Hour criteria, Existing Year)
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network

CONSULTANT will document the study process, analysis, and recommendations. The signal warrant analysis report will include:

- Data collection and traffic volumes
- Discussion of each evaluated warrant
- Recommendations

CONSULTANT will provide a draft letter report, incorporate up to one round of consolidated RTC and City of Sparks review comments, and provide a final letter report.

5. Signal Warrant Analysis for Double R Blvd/Amston Rd

CONSULTANT will perform a signal warrant analyses for the Double R Blvd/Amston Rd intersection. The analysis will focus on the following warrants:

- Warrant 1, Eight-Hour Vehicular Volume (Existing and Future Year)
- Warrant 2, Four-Hour Vehicular Volume (Existing and Future Year)
- Warrant 4, Pedestrian Volume (Four-Hour and Peak Hour criteria, Existing Year)
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network

CONSULTANT will document the study process, analysis, and recommendations. The signal warrant analysis report will include:

- Data collection and traffic volumes
- Discussion of each evaluated warrant
- Recommendations

If signal warrants are not met, CONSULTANT will discuss other improvement options that could address the primary issues observed.

CONSULTANT will provide a draft letter report, incorporate up to one round of consolidated RTC and City of Reno review comments, and provide a final letter report.

6. Operations Recommendations for McCarran Blvd/Mira Loma Drive Intersection

CONSULTANT will perform a basic operations study of the McCarran Blvd/Mira Loma Drive intersection with the purpose of identifying any easy to implement signal phasing or related modifications.

CONSULTANT will discuss the current operations, major issues, and potential improvement options, and test up to three (3) signal phasing and/or lane configuration alternatives. Access control and pedestrian/bicycle safety will be considered.

CONSULTANT will provide a draft letter report, incorporate up to one round of consolidated RTC, NDOT, and City of Reno review comments, and provide a final letter report.

2.1.F. Design Contingency

1. Contingency

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

TASKS 2.1.G-2.1.L CONSTRUCTION SUPPORT SERVICES (OPTIONAL)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

2.1.G Contract Administration (Optional)

1. Provide contract administration services as follows:

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

2.1.H. Construction Surveying (Optional)

1. Provide construction staking services at the project locations.

2.1.I. Inspection (Optional)

1. Provide Inspector

Provide one full-time inspector during all construction activities. **8-hour workdays and a 75 working day contract period** are anticipated. The inspector will:

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

2.1.J. Materials Testing (Optional)

1. Provide Material Testing

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

2. Provide On-site Nuclear Gauge Testing & Sampling

CONSULTANT will provide on-site nuclear gauge testing and sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. **80 hours** of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

2.1.K. As-Built Information (Optional)

1. Record Drawings.

Provide as-built record drawings for the completed project. Three sets of electronic drawings, in single file PDF format (11" x 17" at 300 dpi), on USB Flash Drive will be provided to RTC for its files and distribution to the Local Entities. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

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

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

B. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

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

2.1.L. Construction Contingency

1. Contingency

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

PROJECT SCHEDULE

Traffic Signal Modifications 25-01

TASK	DESCRIPTION	2024												2025											
		MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
	DESIGN SERVICES																								
2.1.A	Project Management	M					M			M					M										
2.1.B	Preliminary Design (50% & 90%)					50%			90%																
2.1.C	Final Design													100%											
	Right-of-Way Acquisition																								
2.1.D	Bidding Services																								
2.1.E	Traffic Studies			R	R	R	R	R	R																
	CONSTRUCTION SUPPORT SERVICES																								
2.1.G	Contract Administration																								
2.1.H	Construction Surveying																								
2.1.I	Inspection																								
2.1.J	Materials Testing																								
2.1.K	As-Built Information																								

- M Coordination Meeting / Plan Review Meetings
- R Traffic Study Report Submittal
- R/W RTC Complete R/W Acquisition

1/22/2024

Exhibit B

Compensation

Exhibit B - Schedule of Services

Traffic Signal Modifications 25-01

Date: 01/26/2024



	Principal II	Sr Associate	Associate	Sr Engineer	Engineer/ Planner	Admin	Contingency	ODCs/SUBs	
TASK 2.1 A-F DESIGN SERVICES	280	210	190	170	150	90		\$	
	Hours								Task Total
Task 2.1.A - Project Management									
Project Coordination	10	20				10			\$ 7,900
Utility Coordination		16							\$ 3,360
Meetings (4 meetings)	8	8	8						\$ 5,440
									\$ 16,700
Task 2.1.B - Preliminary Design (50% & 90%)									
Investigate Existing Conditions and Field Inventory		8		16	20				\$ 7,400
Topographic Survey		8						\$30,900	\$ 32,580
Subsurface Utility Investigation/Depiction		8	2	12					\$ 4,100
Utility Coordination		8		12					\$ 3,720
Right-of-Way and Easements		16						\$40,000	\$ 43,360
Plans, Specifications, and Estimate	20	100	60	180	60				\$ 77,600
									\$ 168,760
Task 2.1.C - Final Design									
Prepare Final Plans and Specifications	20	40	40		40				\$ 27,600
Final Engineer's Opinion of Probable Construction Costs and Time	2	8							\$ 2,240
NDOT Permit Support		20		20					\$ 7,600
									\$ 37,440
Task 2.1.D - Bidding Services									
Plan Set and Specification Distribution		4							\$ 840
Pre-bid Meeting		2							\$ 420
Bid Opening & Award Support		9			4				\$ 2,490
									\$ 3,750
Task 2.1.E - Traffic Studies									
ICE Study for US 395/Stead Blvd Interchange	40	40	130	40	100				\$ 66,100
West 4th / Mayberry Roundabout Layout & ICE Study	20	40	40		40				\$ 27,600
West 7th / Sierra Highlands Basic ICE Study	12	20	38		30				\$ 19,280
Sparks Blvd / Ion Signal Warrant Study	4		32		8				\$ 8,400
S. Meadows Pkwy / Lauren Ct Signal Warrant Study	4		40		12				\$ 10,520
McCarran/Mira Loma Operations Recommendations	10		20		10				\$ 8,100
									\$ 140,000
Hours	150	375	410	280	324	10			
Design Totals	\$42,000	\$78,750	\$77,900	\$47,600	\$48,600	\$900	\$0	\$70,900	\$ 366,650

Task 2.1.F - Design Contingency \$50,000 \$50,000

	Principal II	Sr Associate	Associate	Sr Engineer	Inspector	Admin	Contingency	ODCs/SUBs	
TASK 2.1 G-L CONSTRUCTION SUPPORT SERVICES	280	210	190	170	150	90		\$	
	Hours								Task Total
Task 2.1.G - Contract Administration (Optional)	10	60	20	10		10			\$ 21,800
Task 2.1.H - Construction Surveying (Optional)		10						\$25,000	\$ 27,100
Task 2.1.I - Inspection (Optional)		10			500			\$15,000	\$ 92,100
Task 2.1.J - Materials Testing (Optional)		10						\$15,000	\$ 17,100
Tasks 2.1.K - As-Built Information (Optional)		20		10					\$ 5,900
Hours	10	110	20	20	500	10			
Construction Totals	\$2,800	\$23,100	\$3,800	\$3,400	\$75,000	\$900	\$0	\$55,000	\$ 164,000

Task 2.1.L Construction Contingency \$15,000 \$15,000

Project Total w/ Options and Contingency **\$ 595,650**

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.3.2

To: Regional Transportation Commission

From: Jessica Dover, Project Manager

**SUBJECT: McCarran Boulevard Safety and Operational Improvements MSA
with Wood Rogers, Inc.**

RECOMMENDED ACTION

Approve a contract with Wood Rogers, Inc., for design and engineering during construction services related to the McCarran Boulevard Safety and Operational Improvements Project, in an amount not-to-exceed \$2,970,000.

BACKGROUND AND DISCUSSION

This Master Services Agreement (MSA) with Wood Rogers, Inc. (Wood Rogers) is for professional design services for the McCarran Boulevard Safety and Operational Improvements Project (Project) in the amount of \$2,820,000. Project contingency in the amount of \$150,000 is also included in the agreement.

The RTC led the McCarran Boulevard Corridor Study (Study) in close collaboration with the Nevada Department of Transportation (NDOT) and other partner agencies including Washoe County, the City of Reno, and the City of Sparks. The Study, published in February 2023, looked at transportation issues and opportunities along the 23-mile McCarran Boulevard loop. It analyzed existing conditions along the corridor, including traffic volumes, safety, transit service, pedestrian, and bicycle facilities, as well as land use. The Study also identified transportation needs based on technical analysis and community and stakeholder outreach. McCarran Boulevard is owned and maintained by NDOT.

This Project consists of two major components:

(1) An advanced scoping effort to assist in identifying, analyzing, and prioritizing segments along the McCarran Boulevard corridor. Segments under consideration have been evaluated at a macro-planning-level under the McCarran Boulevard Corridor Study Final Report, the RTC Washoe 2050 Regional Transportation Plan (RTP), and the Fiscal Year 2024 Streets & Highways Program. This Project will establish and apply a data-driven process, rooted in established RTP goals, to prioritize which segment(s) to advance into further project development. The Project includes preliminary engineering and analysis to support the prioritization process. Segments being evaluated will undergo conceptual engineering to assist

in the prioritization process and two (2) segments will progress to preliminary and final design as part of this Project as described below.

(2) Engineering and design will be advanced for two identified segments, anticipated to be consistent with segments identified in the FY 2024 Interlocal Cooperative Agreements between RTC and the City of Reno and the City of Sparks, as part of the Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program (February 24, 2023 RTC Board Meeting Agenda). Final design and associated project development activities have been incorporated into this scope of services to arrive at a complete, biddable set of construction documents for the identified segments. Possible improvements may generally include, but are not limited to: road widening and reconfiguration, pavement rehabilitation and reconstruction, intersection improvements, drainage improvements, and pedestrian and multimodal connectivity.

This scope of services will be delivered under a Master Service Agreement (MSA), with specific services performed on an as-needed basis under separate Task Orders. Each Task Order will establish the specific scope of services and associated fee relative to that Task Order, within the overall framework of this MSA.

Wood Rogers was selected from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. The complete scope of services is included in Attachment A-1. Wood Rogers' scope, schedule, and fee indicate the amount for design services is within the appropriated budget. While the schedule may fluctuate, the targeted schedule for these services is as follows:

- Notice to begin Preliminary Design and Segment Prioritization: February 2024
- Concept Design (15%) Submittal: Winter 2024/Spring 2025
- 30% Preliminary Design Submittal: Summer 2025
- Public Meeting: Spring 2025
- Begin Construction: To be determined based on construction funding. Construction anticipated in Summer 2026

This item supports Strategic Roadmap Goal #2, "Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs" and Goal #3, "Improve Our Community's Network Experience" (June 16, 2023 RTC Board Meeting Agenda).

FISCAL IMPACT

Fuel tax appropriations for this Project are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

6/17/2022 Approved the Qualified List of Consultants to provide civil engineering, design, and construction management services for the Street and Highway Program.

MASTER SERVICES AGREEMENT

This agreement (this “Agreement”) is dated and effective as of _____ 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Wood Rogers, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Approach on October 19, 2023, for a qualified firm to perform design engineering, and engineering during construction services in connection with RTC’s McCarran Boulevard Safety and Operational Improvements Project (the “Project”) through December 2026; and

WHEREAS, RTC’s McCarran Boulevard Safety and Operational Improvements Project is a multi-year effort that seeks to: identify segment limits and associated scope of improvements throughout the McCarran Boulevard corridor that align with established RTP transportation goals and associated performance monitoring processes, implement strategic prioritization and tracking of proposed improvements, utilize data obtained and resulting prioritization to pursue future funding opportunities; and, advance two (2) segments of the corridor to final design and construction; limits approximately defined as included per the RTC Street and Highway Program for Fiscal Year 2024.

WHEREAS, CONSULTANT submitted a proposal (the “Proposal”) and was selected to perform the work; and

WHEREAS, CONSULTANT will perform services on an as-needed basis, subject to annual funding availability, as specified in separate task orders (each a “Task Order”) to be agreed upon and executed by CONSULTANT and RTC.

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. CONSULTANT will perform the work using the project team identified in the Proposal and Exhibit A-3. Any changes to the project team must be approved in writing by RTC’s Project Manager.
- 1.2. 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.
- 1.3. CONSULTANT shall not proceed with work under a Task Order until both parties have executed the Task Order 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 the Task Order.

- 1.4. Task Orders must be approved and executed by RTC's Director of Engineering.
- 1.5. The term of this Agreement shall be from the date first written above through December 31, 2026, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein. A new Task Order cannot be issued subsequent to that expiration date; however, the period of performance of a Task Order may extend beyond that expiration date for the term specified in the Task Order. The provisions of this Agreement will remain in full force and effect during the term of the Task Order.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A-1.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule established for each individual Task Order; the MSA shall be completed in accordance with Exhibit A-2: Schedule of Services. Any change(s) to the schedule must be approved in writing by RTC's Project Manager.

2.3. TASK ORDERS

Task Orders shall be prepared using the template in Exhibit C. Task Orders shall address the scope of services, deliverables, costs, schedule of performance, term, and any other material items for performance of the specified work. A budget and not-to-exceed costs for tasks and subtasks shall be negotiated and specified in the Task Order. In the event of a conflict between the terms and conditions of this Agreement and a Task Order, the terms and conditions of this Agreement will control.

2.4. CONTINGENCY

Contingency line items identified in a Task Order 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 out of contingency shall proceed only with the RTC Project Manager's written approval.

2.5. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in a Task Order. 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 a Task Order.

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.

All 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 specified in each Task Order, which shall not exceed the rates in Exhibit B-1 and B-2. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-1 and B-2.
- 3.2. The maximum amount payable to CONSULTANT to complete tasks in a Task Order shall be specified as a not-to-exceed amount in the Task Order. 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. Upon completion of a Task Order, RTC's Project Manager can reallocate unused amounts for use in future Task Orders.
- 3.3. The maximum amount payable to CONSULTANT for all Task Orders resulting from this Agreement shall not exceed \$2,970,000.
- 3.4. RTC may issue Task Orders for CONSULTANT to provide services in connection with preparing for and/or appearing in any litigation. CONSULTANT shall not receive compensation for preparing for and/or appearing in the litigation: (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 within 15 days of the end of the billing month. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a

court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or a Task Order or if CONSULTANT fails to comply with any other provisions of this Agreement or Task Order, 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 or any Task Order, 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 D, 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 D. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the

Nevada Supreme Court.” Unless otherwise agreed to by the parties, in writing, the mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

12.1. RTC’s Project Manager is Jessica Dover, P.E. or such other person as is later designated in writing by RTC. RTC’s Project Manager has authority to act as RTC’s representative with respect to the performance of this Agreement.

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

ARTICLE 13 - NOTICE

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

RTC:	Bill Thomas, AICP Executive Director Jessica Dover, P.E. RTC Project Manager Regional Transportation Commission 1105 Terminal Way Reno, Nevada 89502 Email: jdover@rtcwashoe.com (775) 335-1831
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CONSULTANT: Mark Casey, P.E.
Principal Engineer/Vice President
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, Nevada 89502
Email: mcasey@WoodRodgers.com
(775) 823-9443

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement or a Task Order shall not be deemed a waiver of any other provision 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 or any Task Order shall be effective unless it is in writing and signed by both parties.

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

WOOD RODGERS, INC.

By: _____
Mark Casey, P.E., Principal Engineer/Vice President

EXHIBIT A-1 through A-3

EXHIBIT A-1: SCOPE OF SERVICES

EXHIBIT A-2: SCHEDULE OF SERVICES

EXHIBIT A-3: PROJECT TEAM

EXHIBIT A-1

SCOPE OF SERVICES FOR THE MCCARRAN BOULEVARD SAFETY AND OPERATIONAL IMPROVEMENT PROJECT (McCarran Boulevard in Reno, Sparks, and Washoe County, Nevada) RTC Project Number 0245008

BACKGROUND

The RTC led the McCarran Boulevard Corridor Study (Study) in close collaboration with the Nevada Department of Transportation (NDOT) and other partner agencies including Washoe County, City of Reno, and City of Sparks. The Study, published in February 2023, looked at transportation issues and opportunities along the 23-mile McCarran Boulevard loop. It analyzed existing conditions along the corridor, including traffic volumes, safety, transit service, pedestrian, and bicycle facilities, as well as land use. The Study also identified transportation needs based on technical analysis and community and stakeholder outreach.

This Project consists of two major components:

(1) An advanced scoping effort to assist in identifying, analyzing, and prioritizing segments along the McCarran Boulevard corridor. Segments under consideration have been evaluated at a macro-planning-level under the McCarran Boulevard Corridor Study Final Report, the RTC Washoe 2050 Regional Transportation Plan (RTP), and the Fiscal Year 2024 Streets & Highways Program. This Project will establish and apply a data-driven process, rooted in established RTP goals, to prioritize which segment(s) to advance into further project development. The Project includes preliminary engineering and analysis to support the prioritization process. Segments being evaluated will undergo conceptual engineering to assist in the prioritization process and two (2) segments will progress to Preliminary and Final design as part of this Project as described below. Relevant Tasks in this Scope of Services include Tasks 1-3, and a portion of 4.1.

(2) Engineering and design will be advanced for two identified segments, anticipated to be consistent with segments identified in the Interlocal Cooperative Agreements between RTC and the City of Reno and the City of Sparks. Final design and associated project development activities have been incorporated in this scope of services to arrive at a complete, biddable set of construction documents for the identified segments. Relevant Tasks in this Scope of Services include Tasks 1,3-8.

This scope of services will be delivered under a Master Service Agreement (MSA), with specific services performed on an as-needed basis under separate Task Orders. Each Task Order will establish the specific scope of services relative to that Task Order within the overall framework of this MSA scope of services.

Project Design Criteria: The CONSULTANT shall follow all appropriate NDOT standards and federal, state and locally adopted and accepted criteria for the Project except as otherwise expressly set forth herein. Applicable standards for this Project are contained in the most recent version of the following documents:

- NDOT Standard Plans for Road and Bridge Construction
- NDOT Standard Specifications for Road and Bridge Construction
- NDOT Drainage Manual
- NDOT Storm Water Quality Manuals
- AASHTO A Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- NDOT Structures Manual
- NDOT Right of Way Manual
- AASHTO LRFD Bridge Design Specifications
- AASHTO Guide Specifications for LRFD Seismic Bridge Design
- NDOT Access Management Policy
- HCM (Green Book), 7th ed. or as applicable
 - Context Classifications
- NCHRP 1022
- NDOT Speed Management Action Plan

McCarran Blvd. is an NDOT owned and maintained facility. As such, all design elements must be in compliance with the standards listed above. Continuous coordination with NDOT will be required of CONSULTANT to advance all phases of the Project, identify and execute corresponding agency agreement(s), and to collaborate on engagement activities.

The scope is anticipated to include but may not be limited to the following tasks.

1. PROJECT MANAGEMENT

1.1 Project Management and Administration

The Consultant shall provide a Project Manager responsible for the project's timely completion and work as a liaison with the RTC Project Manager. The Consultant Project Manager shall be the main point of contact on the Project and shall coordinate all aspects of the Project, including identifying task leads for each major task or discipline. The Consultant Project Manager shall coordinate Project development activities with the RTC Project Manager, other agency representatives (City of Sparks and City of Reno, NDOT, and Washoe County), property owners, local and state permitting agencies, utility providers, and other stakeholders within the Project area as directed.

Coordination with RTC Project Manager and staff will be ongoing throughout the project, as well as with subconsultants and vendors, as necessary. Project management and coordination meetings or video conference calls will be held with the RTC and other parties as appropriate throughout the project on a bi-weekly basis, or as Project deadlines require. The Consultant will prepare monthly progress

reports, budget monitoring, invoices, and billing. The Consultant shall work with the RTC to document any changes, actual or anticipated, to the scope, schedule, and budget.

Other interested and involved parties will include the City of Sparks (CoS) and City of Reno (CoR), NDOT, and Washoe County (WC).

Deliverables – Invoicing and progress reports. Project schedule development and updates as necessary. Kick-off meeting, regular progress and coordination meetings, agendas, meeting minutes, documentation and follow-up on action items.

1.2 Project Management Plan

At the outset, CONSULTANT will prepare and submit a Project Management Plan (PMP) for review and approval. The PMP will define the project scope, schedule, key milestones, communications array, risk register and mitigation, and quality control plan. The PMP will be updated as necessary throughout the project and made continuously available through a OneDrive or other shared drive link.

1.3 Agency Coordination

CONSULTANT will assist RTC in the development of interlocal agreements. CONSULTANT will coordinate with local agencies, utility companies, and other stakeholders as necessary to develop the agreements. CONSULTANT assumes coordination may be needed with NDOT, CoR, CoS, WC and utility companies. CONSULTANT will assist with developing scopes of work, cost estimates, and exhibits that may be part of said agreement(s). CONSULTANT will aid in the coordination of required Local Project Agreements (LPAs) with NDOT and provide necessary materials and data as may be required. At the request of and on behalf of RTC, CONSULTANT may take the lead on LPA coordination and development in collaboration with the NDOT LPA group.

Deliverables – Technical information to support development of interlocal agreements, LPAs, and other permitting efforts as may be required

1.4 Prioritization Working Group

CONSULTANT will work with the RTC to establish a Prioritization Working Group (PWG) consisting of technical staff from Local Agencies and NDOT. The PWG is the venue to collaborate the prioritization methods and process. PWG members will be the project contact and coordinate data needs internally within their respective organizations.

1.5 Design Review Committee

CONSULTANT will work with the RTC to establish a Design Review Committee (DRC) to conduct and oversee technical review of design materials and submittals

developed during the Preliminary and Final Design stages. DRC members are anticipated to consist of RTC, NDOT, and Local Agencies.

2. PROJECT PRIORITIZATION

2.1 Obtain and Review Existing Information

CONSULTANT will review existing documents including existing plans and studies. CONSULTANT to submit a list of existing documents anticipated to be included in this review to RTC for review and concurrence prior to start of work. Relevant data and information will be extracted. The CONSULTANT will prepare a summary memo listing and describing the documentation reviewed and summarize relevant elements. The Existing Plans and Studies document will be submitted to RTC for review prior to additional work.

Deliverables – Existing Plans and Studies document

2.2 Land Use/Development Information Update

The CONSULTANT will collect existing, planned and future land use and zoning information from the appropriate Local Agency and collect information on pending development and related land use changes, in coordination with local partners. Updates to findings included in the McCarran Blvd. Study will be summarized in a Tech Memo with associated Exhibit.

Deliverables – Land Use/Development Tech Memo

2.3 Prioritization Methodology

CONSULTANT will develop a performance-based prioritization methodology, in collaboration with RTC, NDOT and Local Agencies as applicable. The methodology is intended to compare the relative benefits of identified McCarran Boulevard projects listed in the RTP and the Study. It is anticipated that the methodology will apply and quantify the benefits of established RTP and One Nevada Transportation Plan goals, consistent with Federal transportation planning goals. Conceptual costs will be incorporated to achieve a benefit-cost approach. The methodology will be described and documented in a McCarran Boulevard Prioritization Tech Memo. Concurrence by RTC, NDOT and Local Agencies as applicable will be achieved prior to model development and application.

Deliverables - McCarran Boulevard Prioritization Tech Memo

2.4 Prioritization Model

CONSULTANT will develop a custom prioritization model, applying the methods approved in the previous task. It is anticipated the model will be developed using GIS to geolocate supporting datasets and results. The following data sources will be

utilized:

- Anticipated delay calculations extracted from the McCarran Boulevard Corridor Study Volume 2 for intersections. The RTC Travel Demand Model (TDM) may be used to estimate delay for roadway segments.
- Environmental impacts estimated based on congestion data by applying federal factors as appropriate.
- Multimodal safety improvement estimated by applying multimodal safety analysis, the FHWA IHSDM application, and/or other tools to quantify safety performance.
- Active transportation improvements estimated and quantified using level of stress analysis results.
- CONSULTANT prepared conceptual cost estimates.

Prioritization variables will be linearly normalized. Results will be analyzed for reasonableness and coordinated with RTC, NDOT, and Local Agencies as applicable and format coordinated to ensure compatibility with other prioritization processes. The data sources and model calculations will be documented in the McCarran Boulevard Prioritization Tech Memo. The model will be transferred to RTC upon completion in an open format, using readily available software. Notes will be added to the model as appropriate to aid in potential future applications and updates.

Deliverables - McCarran Boulevard Prioritization Tech Memo, Prioritization Model

2.5 Conceptual Engineering

Conceptual Alternatives Exhibits and Cost Estimates. CONSULTANT will prepare conceptual alternatives Exhibits and conceptual cost estimates suitable for RTC, NDOT, and Local Government to review and support the prioritization process and develop planning-level estimates and data sets for use in the model as applicable. Conceptual engineering will be to approximately a 15% level of design development and does not include plans production. Concepts will be developed in consideration of Context Classifications per the *AASHTO Policy on Geometric Design of Highways and Streets* 7th edition, *NCHRP Research Report 1022 Context Classification Application: A guide* (2022) and other publications on Context Classification as needed to ensure that the project's design solution fit in the existing and projected future context of the roadway.

As part of conceptual engineering, CONSULTANT will compile a list of general risks for project segments to aid in design decision making, segment development, and prioritization.

Deliverables – Conceptual Alternative Exhibits and Cost Estimates

3. PUBLIC AND STAKEHOLDER ENGAGEMENT

3.1 Public Outreach Plan

CONSULTANT will develop a Public Outreach Plan in consultation with RTC and participating agencies outlining public involvement opportunities that are diverse, equitable, and inclusive. The plan will determine specific outreach objectives and identify strategies to accomplish defined goals, which may be refined further during the plan development. The Public Outreach Plan will include an outreach schedule that summarizes all planned public engagement activities, participants, roles, and timeframes. The schedule will include adequate time for RTC staff review and subsequent revisions of outreach materials.

As a component of the Plan, CONSULTANT will develop and maintain a stakeholder database that includes 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. 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.

A project website may be developed to inform the public about the Project and make materials readily available for review, including virtual public meetings. The website may be a dedicated page housed on the rtcwashoe.com website or may be a standalone, hosted website.

3.2 Public Information Meetings

Public Information Meetings will be held at key milestones throughout the Project to obtain feedback on progress and design details. Public Information Meetings will be in-person as appropriate with virtual options for remote participation/communication. Meetings will be noticed to the public per RTC and NDOT requirements with sufficient advance notice.

CONSULTANT will provide flyers and notifications (in English and Spanish) as directed by the RTC. CONSULTANT will provide meeting materials for use during Public Meetings. CONSULTANT will assist RTC in promoting public meetings on social media. All collateral materials will be ADA compliant. CONSULTANT will provide sufficient staff to facilitate meetings including presentation and Q&A facilitation as necessary.

Deliverables – Public Outreach Plan, outreach collateral materials, meeting materials, flyers, post cards, virtual public meeting, and project website.

3.3 Agency Coordination Meetings

The Project will be presented by the RTC Project Manager at various meetings with NDOT, the City of Reno, City of Sparks, NAB and potentially other meetings.

CONSULTANT will provide the RTC Project Manager with presentation materials for their use during these meetings and provide facilitation support as needed.

Deliverables – Meeting materials and attendance at agency coordination meetings.

4. INVESTIGATION OF EXISTING CONDITIONS

Task 4, Investigation of Existing Conditions, generally refers to effort and tasks necessary to support Preliminary and Final design of the two priority segments identified in previous tasks to advance through design and construction.

4.1 Condition Survey/Road Safety Audit

CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. CONSULTANT will contact the NDOT Materials Division to obtain Pavement Condition Index data for McCarran Blvd. ring in its entirety, as available.

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

CONSULTANT will contact NDOT to determine if a Road Safety Audit (RSA) has been completed for the two priority segments. If no RSA exists, CONSULTANT will conduct a RSA in collaboration with RTC, Local Agency staff, and NDOT Traffic Safety Engineering according to the NDOT RSA Guidelines. A draft and final RSA Report will be prepared, incorporating comments and recommendations to inform final design development.

4.2 Traffic Data

Available traffic data is in need of an update for this section of roadway to estimate the future 18-kip ESAL applications that will be required for pavement design. CONSULTANT will provide 48-hour traffic counts to verify current ADT, truck/bus classifications and percentages and use future growth estimates for developing planned future traffic. Bicycle and pedestrian counts will be obtained at appropriate locations as needed to supplement existing data sets.

Deliverables – Existing Traffic Data, Traffic Growth rates, Bicycle/Pedestrian Counts for Priority Segments, and Proposed Traffic Data.

4.3 Topographic Survey

CONSULTANT will provide a topographic survey for the priority segments advanced into Preliminary and Final Design. An aerial survey of the priority segments will be performed to collect aerial imagery for the project areas. Ground control and photo identification points will be established and measured. In areas where there are planned specific civil improvements (excludes interconnect and striping only areas), One (1) Foot Contour intervals will be generated from the digital

photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by NDOT and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measured and displayed for sewer and storm drain structures.

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, to identify any utility facilities located on the subject roadways and adjacent parcels, and to provide design level topo on hardscape tie areas. Project accuracy will conform to general accepted photogrammetric standards established by the ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014).

Deliverable – Aerial Photo and Topographic Survey for priority segments in CAD format.

4.4 Geotechnical Investigation

CONSULTANT will prepare and submit a traffic control plan and encroachment permit application to the applicable jurisdiction and other landowners as necessary. Traffic control will be provided during all phases of exploration performed within and adjacent to the active roadways.

Auger borings will be advanced along the priority project limits (~500-to-600-foot centers). Borings will be advanced with a CME-55 conventional drill rig equipped with flight augers and will extend to 5 to 10 feet below the existing ground surface, or until refusal is encountered. Each boring will be logged by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy). Samples of the subgrade soils will be obtained for laboratory testing of soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), moisture-density relationship (ASTM D1557), and R-Value (ASTM D2844). Corrosion testing will also be performed to assess the site soils' effect on concrete and steel elements. Explorations will be backfilled immediately after advance with the readily available site soils and/or pea gravel. CONSULTANT to provide asphalt patching per applicable specification or as directed per Encroachment/Excavation Permit requirements. In addition to the borings, asphalt concrete cores will be collected. Locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC prior to start of work. USA Dig will be contacted prior to starting coring/boring activities.

i) Laboratory

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

- Gradation (± 70)
- Moisture Content (± 70)
- Atterberg Limit (± 70)
- Moisture-Density Relationship (± 70)
- R-Value (± 70)
- Chemical testing will be performed on approximately two subgrade samples for pH, resistivity, redox potential, soluble sulfates, sulfides and chlorides.

ii) Geotechnical Engineering Analysis and Report

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

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

Deliverables – Geotechnical analyses and report

4.5 Utility Investigation/Depiction

Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 5, Preliminary Design.

Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include depiction of subsurface utilities on plan sheets developed under Section 5, Preliminary Design. An inventory of subsurface utility surface features by owner, type, location, and depth of feature or pipe invert.

Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitating meetings, reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporating the utility work into the RTC plans.

Deliverable – Depiction of subsurface utilities on plan sheets developed under Preliminary Design.

4.6 Utility Potholing

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably affected by the project that are deemed to have potential conflicts with construction.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Preliminary Design.

4.7 Pavement Design

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

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

CONSULTANT will prepare a separate pavement design utilizing the NDOT's Structural Design Guide for Flexible Pavement.

Deliverables – Pavement Design.

4.8 Traffic Analysis

CONSULTANT will conduct a traffic operations analysis of the project to inform design. Existing turning movement counts will be utilized to the extent possible. Highway Capacity Manual (HCM), 6th Edition methods will be applied.

CONSULTANT will draft and submit traffic operations technical memorandum for review and address comments.

Deliverables – Traffic Operations Technical Memorandum.

4.9 Right of Way Mapping

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

CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of affected parcels. This will include property record research, obtaining title reports, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data and boundary resolution based upon field findings.

Deliverables – Approximate existing roadway Right of Way shown on Plans for priority project, Title Reports and resolved Property Boundary for affected parcels.

4.10 Right of Way Engineering Services

Right-of-Way Setting meeting(s) will be scheduled upon determination of final needs at approximately 60-percent level of design development. CONSULTANT will determine easement and/or Right-of-Way acquisition boundaries and prepare legal descriptions and exhibit maps for the parcels discussed in Section 4.11 Right of Way Mapping. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC/NDOT for review. Legal descriptions and exhibits will be prepared in coordination with NDOT Right-of-Way Services requirements. All comments will be addressed prior to recordation.

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

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

4.11 Noise Analysis and Soundwalls

The CONSULTANT will identify noise sensitive receivers within the Project study area for two alternatives, the no build alternative and one build alternative. The CONSULTANT will conduct traffic noise impacts analysis in accordance with RTC, NDOT and FHWA requirements based on the procedures presented in the NDOT's Traffic and Construction Noise Abatement Policy October 20, 2022 and RTC Traffic Noise Mitigation Policy guidelines in effect May 2013. Possible noise abatement measures will be recommended for impacted areas. The feasibility and reasonableness

analysis for noise barriers will be completed in accordance with RTC and NDOT requirements. Construction noise and vibration analysis will be conducted for various phases.

5. PRELIMINARY DESIGN

CONSULTANT will prepare and submit for review preliminary alternatives for the proposed roadway for the priority segments, building upon the conceptual engineering completed during the prioritization phase. Alternatives will layout proposed roadway reconfiguration and will take into consideration lane widths, curb & gutter alignment, sidewalks, driveways pedestrian ramps, utilities, bus and other large traffic turning movements, available Right-of-Way and physical constraints of the project area. Each alternate will be developed into a strip map type exhibit that will be provided to the RTC and partner agencies for review and comment. CONSULTANT will prepare for and attend in-person meetings with RTC and others as appropriate to discuss the preliminary design layouts.

Upon determination of the preferred alternative, the CONSULTANT will prepare Preliminary Design Plans (30% Design) that will be suitable for RTC, NDOT and Local Agency review. The Preliminary Plans will be on 11" x 17" size sheets and are anticipated to include the following sheets:

- Cover Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan & Profiles
- Preliminary Striping Plans
- Preliminary Traffic Signal Modification Plans
- Draft Hydraulics Report

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

Preliminary Traffic Signal Modification Plans: These Plans will include preliminary design for traffic signal modifications at relevant intersections including signal interconnect modifications.

CONSULTANT will prepare a preliminary construction cost estimate.

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

CONSULTANT will prepare a Hydraulics Report reviewing the existing drainage through the corridor and provide recommendations on any corrections needed within the project

limits.

Deliverables – Alternative Strip Maps, Preliminary Plans (30% Design), Preliminary Construction Cost Estimate, Preliminary Right-of-Way Exhibit, Hydraulics Report.

6. FINAL DESIGN

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

The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction, including plan/profile view, R/W lines, cross-sections and construction/slope limits. The final plan set is anticipated to include approximately the following sheets:

- Cover Sheet
- Notes, Legend and Abbreviations Sheet
- Horizontal Control
- Typical Sections
- 3-Sheets
- Demolitions Plans (at 1"=40' scale)
- Plan/Profile Sheets (at 1"=40' scale)
- Grading/Drainage Plans
- Signing and Striping Plan Sheets (at 1"=40' scale)
- Traffic Signal Modification Sheets
- Detail Sheets (scales as noted)
- Structure Lists

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

- a. Traffic Signal Modification Design: The traffic signal modification design will build upon the preliminary traffic signal modifications design provided in Section 4.10, and will include detailed plans, specifications and estimates. Details will include, but are not limited to, signal pole design, pedestrian push buttons, locations with respect to proposed pedestrian ramps and coordination with electrical design for power supply.

The Contract Documents and Technical Specifications will reference the latest edition of the NDOT Standard Specifications for Road and Bridge Construction (Silver Book)

for standard construction items. Technical provisions will be prepared for approved deviations from the Silver Book and unique construction items not adequately covered in the Silver Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer, Electrical Engineer, Structural Engineer and Architect in responsible charge of preparation of each section of the plans and specifications. Plans and specifications will be submitted to the RTC, NDOT, Local Agencies, and utility agencies and other affected parties for review at the 60%, 90% and 100% stages of completion per the following:

- 60% & 90% Plans – One electronic submittal.
- 90% Specifications – One electronic submittal.
- 100% Plans – One electronic submittal.
- 100% Specifications – One electronic submittal.

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

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

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

6.1 Final Engineer's Opinion of Probable Construction Costs and Time

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

Deliverables – Opinion of Probable cost and time of construction.

7. DESIGN CONTINGENCY

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

8. BIDDING SERVICES

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

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

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

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

EXHIBIT A-2

SCHEDULE OF SERVICES

Estimated Project Schedule			
Scope Task	Begin	End	Duration
NTP	Feb. 19, 2024		
Task 1 Project Management	Feb. 2024	Jul. 2026	29 months
Task 2 Project Prioritization	Feb. 2024	Nov. 2024	9 months
Task 3 Public Engagement	Feb. 2024	Jul. 2026	Ongoing
Task 4 Investigate Existing Conditions	Nov. 2024	May 2025	6 months (plus right-of-way time)
Task 5 Preliminary Design	Nov. 2024	May 2025	6 months
Task 6 Final Design	May 2025	May 2026	12 months
Task 7 Design Contingency			
Task 8 Bidding Services	May 2026	Jul. 2026	2 months

EXHIBIT A-3

PROJECT TEAM

Role	Staff Member
Project Manager / Prioritization	Bryan Gant, PE
Lead Roadway Engineer	Mark Casey, PE
Surveying and Right-of-Way	Kevin Almeter, PLS
Geotechnical	Justin McDougal, PE
GIS Applications	Eric Ford, GISP
Traffic Analysis	Pranesh Tarikere, PE ^(CA)
Public Outreach	Amber Harmon
Land Use	Derek Kirkland, AICP
Utilities	Mike Davidson, PE
Environmental/Noise	Leslie Burnside
Structural Engineering	Chris Hodge, PE
Signal Design	Dale Wilson, PE ^(CA)
Roadway Engineering	Mike Davidson, PE
Roadway Engineering	Megan Berry, PE
CADD Support	Dale Beesmer

EXHIBIT B-1 through B-2

EXHIBIT B-1: HOURLY RATE FEE SCHEDULE

EXHIBIT B-2: ESTIMATED PROJECT FEE SUMMARY

Exhibit B-1
FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Directing Principal Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$325
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$275
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$260
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$245
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$230
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$215
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$195
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$175
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$155
Designer	\$110
Senior CAD Technician/Graphics Designer II	\$175
Senior CAD Technician/Graphics Designer I	\$165
CAD Technician/Graphics Designer	\$145
Project Coordinator	\$145
Administrative Assistant	\$125
Construction Manager	\$190
Senior Inspector II	\$150
Senior Inspector I	\$140
Inspector II	\$135
Inspector I	\$115
Senior Field Technician I	\$140
Field Technician II	\$120
Field Technician I	\$105
1 Person Survey Crew	\$185
2 Person Survey Crew	\$255
3 Person Survey Crew	\$325

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 65.5 cents per mile.

EXHIBIT "B-2"



Estimated Project Fee ¹		
Scope Task	Percent of Total ²	Fee
Task 1 Project Management	10%	\$300,000
Task 2 Project Prioritization	8%	\$250,000
Task 3 Public Engagement	3%	\$100,000
Task 4 Investigate Existing Conditions	24%	\$715,000
Task 5 Preliminary Design (30%)	14%	\$430,000
Task 6 Final Design	34%	\$1,000,000
Task 7 Design Contingency	5%	\$150,000
Task 8 Bidding Services	1%	\$25,000
Total MSA Fee	11%³	\$2,970,000

¹ Assumes \$27 Million total construction cost

² Task percent of total MSA Fee

³ Total MSA Fee percent of total construction

EXHIBIT C

TASK ORDER TEMPLATE

EXHIBIT C

**Task Order No. #
Master Services Agreement dated _____, 2024**

This Task Order No. # (this “Task Order”) is dated and effective as of _____, 2024, in accordance with the terms and conditions of the Master Services Agreement dated _____, 2024 (the “Agreement”), by and between the Regional Transportation Commission of Washoe County (“RTC”) and Wood Rogers, Inc. (“CONSULTANT”).

WHEREAS, the parties entered into the Agreement for CONSULTANT to perform design engineering, and engineering during construction services in connection with RTC’s McCarran Boulevard Safety and Operational Improvements Project (the “Project”) through December 2026; and

WHEREAS, RTC’s McCarran Boulevard Safety and Operational Improvements Project is a multi-year effort that seeks to: identify segment limits and associated scope of improvements throughout the McCarran Boulevard corridor that align with established RTP transportation goals and associated performance monitoring processes, implement strategic prioritization and tracking of proposed improvements, utilize data obtained and resulting prioritization to pursue future funding opportunities; and, advance (2) segments of the corridor to final design and construction; limits approximately defined as included per the RTC Street and Highway Program for Fiscal Year 2024.

WHEREAS, this Task Order is for services to be performed in connection with ****; and

NOW, THEREFORE, RTC and CONSULTANT agree as follows:

1. TERM

The term of this Task Order shall be from the date first written above through ***, 20**, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions of the Agreement.

2. SCOPE OF SERVICES

The scope of services consist of the tasks and deliverables set forth in Exhibit A-1(TO1).

3. SCHEDULE OF PERFORMANCE

Tasks shall be completed in accordance with the schedule in Exhibit A-2(TO1). Any change(s) to the schedule must be approved in writing by RTC’s Project Manager.

4. COSTS

CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B-1(TO1) and Exhibit B-2(TO1); these rates were agreed upon by RTC and CONSULTANT in the Agreement. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-1(TO1) and Exhibit B-2(TO1).

5. MAXIMUM COMPENSATION

The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amount(s) identified in Exhibit B-2(TO1).

6. OTHER PROVISIONS

All other provisions of the Agreement shall remain in full force and effect during the term of this Task Order, as if fully set forth herein.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Dale Keller, P.E., Director of Engineering

WOOD RODGERS, INC.

By: _____
Mark Casey, P.E., Principal Engineer/Vice President

EXHIBITA-1(TO1) through A-2(TO1)

EXHIBIT A-1(TO1): SCOPE OF SERVICES

EXHIBIT A-2(TO1): SCHEDULE OF SERVICES

EXHIBIT B-1(TO1) through B-2(TO1)

EXHIBIT B-1(TO1): HOURLY RATE FEE SCHEDULE

EXHIBIT B-2(TO1): FEE DETAIL

EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.3.3

To: Regional Transportation Commission

From: Sara Going, Engineer II

SUBJECT: Downtown Reno Micromobility Project PSA with NCE

RECOMMENDED ACTION

Approve a contract with Nichols Consulting Engineers, CHTD (NCE) for design services related to the Downtown Reno Micromobility Project, in an amount not-to-exceed \$2,498,920.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD (NCE) is for professional design services, engineering analysis, and environmental documentation for the Downtown Reno Micromobility Project in the amount of \$2,498,920. Project contingency in the amount of \$100,000 is also included in the agreement. This project will construct infrastructure for a micromobility network on four downtown corridors: Virginia Street, Vine Street, Lake Street/Evans Avenue, and 5th Street. Anticipated improvements include construction of protected bike lanes, protected intersections, pedestrian curb extensions, signage and wayfinding, and others as needed to support micromobility routes.

NCE was selected from the Civil Engineering Design and Construction Management Services for the Streets & Highways Qualified List as a qualified firm to perform these design services. The complete scope of services is included in Exhibit A attached the Professional Services Agreement. NCE's scope, schedule, and fee indicate the amount for design services is within the appropriated budget. While the schedule may fluctuate, the targeted schedule for these services is as follows:

- NTP: February 2024
- 30% Preliminary Design: August 2024
- 60% Design: March 2025
- Environmental Clearance: May 2025
- Final Design & Bidding: Fall 2025
- Begin Construction: Fall 2025/Spring 2026

The item supports the FY2024 RTC Goal, "Identify and begin design on Reno Downtown Micromode project(s)."

FISCAL IMPACT

Appropriations for this project are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

6/17/2022 Approved the Qualified Consultant List for Engineering Design and Construction Management Services.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) Nichols Consulting Engineers, CHTD (NCE) (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Nichols Consulting Engineers (NCE) from the Qualified List to Preliminary and Final Design in connection with the Downtown Reno Micromobility Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2026, 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 Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 1 through 10)	\$2,398,920.00
<u>Design Contingency (Task 11)</u>	<u>\$ 100,000.00</u>
Total Not-to-Exceed Amount	\$2,498,920.00

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

12.2. CONSULTANT' Project Manager is Angela Heuftle, PE 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
Sara Going
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: sgoing@rtcwashoe.com
(775) 335-1897

CONSULTANT: Angela Hueftle, PE
Principal
Nichols Consulting Engineers CHTD (NCE)
300 E. 2nd Street, Suite 1210
Reno, NV 89501
Email: ahueftle@ncenet.com
Phone: (775) 329-4955

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

CONSULTANT expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. CONSULTANT further agrees, as a

material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD (NCE)

By: _____
Angela Hueftle, PE, Principal

Exhibit A

Scope of Services

EXHIBIT A-1

SCOPE OF SERVICES **FOR THE** **DOWNTOWN MICROMOBILITY PROJECT**

SCOPE OF SERVICES

CONSULTANT will provide preliminary and final engineering services for the Downtown Micromobility Project (Project). Building upon prior planning efforts and work completed that is documented in the Downtown Reno Conceptual Bicycle Network Report, the following roadways have been approved by the RTC Board and City of Reno for low stress bicycle improvements and are included in this scope of work: 5th Street from Evans Avenue to Keystone Avenue, Evans Avenue/Lake Street/Sinclair Street from 9th Street to Holcomb Avenue, Virginia Street from 9th Street to California Avenue, and Vine Street from University Terrace to Riverside Drive. Anticipated improvements include roadway reconfigurations with curbs and striping, traffic signal modifications, and intersection improvements. Landscaping, lighting, street furniture, and placemaking elements are not included. This scope assumes the entire project will be delivered as one phase. 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 24 months, commencing approximately March 2024. 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 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 update it 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. CONSULTANT'S Project Manager will participate in 30%, 60%, and 90% design review meetings and shall meet as necessary with RTC staff to discuss project requirements.

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 will remain in force during the performance of services identified herein. CONSULTANT will maintain written records of all activities.

Deliverables:

- 1.0 Monthly invoices and progress report
- 2.0 Project schedule
- 3.0 Kick off meeting agenda and notes

2.0 Investigation of Existing Conditions

2.1 Pavement Structural Investigation

CONSULTANT will perform a pavement structural investigation of the Project streets.

- a. Visual Condition Assessment. CONSULTANT will visually evaluate and document the condition of the existing pavement to include cracking, potholes, rutting, and raveling. CONSULTANT shall evaluate existing pedestrian ramps at signalized intersections and along roadways proposed for alteration for compliance with current ADA standards.
- b. Traffic Data. Traffic data is needed to estimate future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records. RTC Bus Routes operate on portions of Virginia Street and Lake Street through the project limits. It is assumed that the RTC will provide the bus type,

bus weight, and operating schedule (current and future) to estimate the future 18-kip ESAL applications from these buses.

- c. Coring/Boring. Information from the visual condition surveys will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC. USA Dig will be contacted prior to starting coring/boring. It is anticipated the following core locations and samples of subgrade will be required:
- Vine Street (W 2nd St to W 6th Street) – three (3) pavement core locations and nine (9) bulk samples of subgrade material will be required (3 per coring location to obtain enough soil for laboratory testing). One (1) additional coring location with no bulk samples.
 - Lake Street (E 2nd St to E 5th Street) – three (3) pavement core locations and nine (9) bulk samples of subgrade material will be required (3 per coring location to obtain enough soil for laboratory testing).

CONSULTANT will also collect ground penetrating radar (GPR) data on streets included in this project and analyze the data to determine asphalt and concrete layer thicknesses. GPR data is important for the Virginia St. / Maple St. intersection as reconstruction is anticipated. This intersection is within NDOT ROW and appears to have multiple utility conflicts that make exploratory boring high risk. GPR data is collected in a truck operating at the same speed of traffic and does not require traffic control or closure of the streets or intersection.

CONSULTANT anticipates maintenance treatments will be adequate for the project streets outside of the limits listed above. No coring is proposed on the street segments where maintenance treatment is anticipated. Instead, GPR data will provide existing pavement thicknesses for areas where geometric improvements are proposed (e.g., bulb outs). This pavement thickness information is necessary to detail the pavement patching tie-ins from existing pavement to new geometric features.

CONSULTANT will obtain a no-cost encroachment permit from the City of Reno for coring/soil sampling. Traffic control (lane closure) will be provided.

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

Following pavement coring, the subsurface soils will be augered to a depth of three feet to determine the thickness of aggregate base present and to obtain

samples of the subgrade soils for classification. Representative samples of the subgrade soils encountered will be used for the following laboratory testing: soil classification, PI, moisture, gradation, and R-values. Per the 2021 RTC Structural Design Guide for Flexible Pavements, two (2) R-value tests will be conducted per sampling location. If the two (2) tests (at a location) do not fall within the ASTM D2844 precision statement, an additional R-value test will be conducted. The results of the field investigation and associated laboratory testing will be summarized in a written report.

- d. Develop Feasible Rehabilitation/Reconstruction Alternatives. CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:
- Mill and overlay
 - Full Reconstruction
 - Roadbed modification (reconstruction)

CONSULTANT will identify feasible maintenance/restoration treatments for streets not receiving Rehabilitation/Reconstruction. Among the alternatives that will be considered are:

- Fog seal
- Slurry seal
- Concrete slab replacement

Upon completion of the pavement structural investigation, CONSULTANT will meet with RTC to present feasible rehabilitation, reconstruction, and maintenance alternatives. CONSULTANT will apply the design procedures contained in the 2021 RTC Structural Design Guide for Flexible Pavement to generate the design layer thickness associated with each pavement alternative.

Note: CONSULTANT will NOT provide pavement rehabilitation, reconstruction, or maintenance recommendations for the asphalt pavements on NDOT bridges.

- e. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation, reconstruction, and maintenance alternative(s) for the streets included in the project. A life-cycle cost analysis is not included.

2.2 Traffic Analysis

- a. CONSULTANT will perform new AM and PM peak hour traffic counts and a focused traffic operations analysis of the following intersections:

- Virginia St / 8th St (NDOT)
- Virginia St / Maple St (NDOT)

CONSULTANT will utilize traffic counts and analysis from the recently performed University Way conversion study to provide additional information and analysis for the I-80/Sierra Street/Virginia Street/University Avenue interchange area.

CONSULTANT will provide a draft technical memorandum report, incorporate one round of RTC review comments, and provide a final report for submittal to NDOT, for the above locations. CONSULTANT will address NDOT review comments in association with the NDOT occupancy permitting process.

CONSULTANT will perform a focused traffic operation analysis of the following intersections:

- 5th St / Keystone Ave
- Virginia St / 4th St
- Vine St / 1st St
- Vine St / 2nd St

CONSULTANT will provide a brief draft technical memorandum to RTC and City of Reno presenting the analysis and findings for the above locations. The focus will be on recommendations to optimize operations and circulation with the planned project elements rather than maintaining a level of service policy. CONSULTANT will incorporate one round of consolidated RTC and City of Reno comments and provide a final technical memorandum.

- b. General Traffic Engineering Support: CONSULTANT will provide traffic engineering support to address a variety of traffic engineering topics, and provide requested work products, in support of the design process.

2.3 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 contact each utility owner within the project area to

request mapping. Utility company drawings will be utilized in conjunction with the survey field information to map 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 plans developed under Task 5, Preliminary Design.

- 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, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utilities with prior rights by facilitating meetings and reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporation of the utility work into the RTC plans. Utility coordination meetings will be held with the RTC and affected utility companies. CONSULTANT will coordinate the meetings with the RTC Project Manager, prepare meeting agendas, and provide meeting summaries following the meeting. It is assumed four (4) utility coordination meetings will be held.

CONSULTANT will distribute the 30%, 60%, 90% and 100% design review submittal to utility agencies for review and comment and provide RTC with Utility Agency review comments.

Utility pothole exploration is not anticipated and is not included.

2.4 Topographic Survey

CONSULTANT will provide preliminary right-of-way mapping services associated with the Project. CONSULTANT will coordinate with Washoe County's GIS department to obtain current GIS level boundary shape files relative to the Project right-of-way and the boundaries of the parcels which adjoin the roadway segments. CONSULTANT will compile this data into a standalone digital boundary base map in AutoCAD format.

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 within the roadway right-of-way of the Project and 50' beyond the right-of-way at street intersections. The survey will consist of gathering survey data associated with ground topography and drainage features, existing property corners encountered, roadway centerline monuments, trees in excess of 6" in diameter, existing roadway and site

improvements, roadway striping, evidence of existing utilities, storm drain and sanitary sewer dips, planometrics (buildings, fences, signs, power poles, etc.), and any other pertinent physical features as determined applicable.

CONSULTANT will utilize the data gathered in the field to prepare a digital base map for the Project. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations, roadway and site improvements, striping, plantometrics, and evidence of existing utility services (i.e., existing telephone or power, water, gas, storm drain, and sanitary sewer infrastructure).

3.0 Right-of-Way Engineering

The Project consists of twenty-three (23) signalized intersections which may include signal modifications and ADA curb ramp improvements. CONSULTANT assumes improvements will encroach on one (1) parcel at each intersection requiring right-of-way be obtained in the form of a permanent easement (PE) and temporary construction easement (TCE).

3.1 Preliminary Title Reports

CONSULTANT will obtain up to twenty-three (23) preliminary title reports including exceptions and updates. CONSULTANT will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title reports are correct and functioning. CONSULTANT will coordinate necessary revisions to the preliminary title reports with the title company. CONSULTANT will deliver the electronic preliminary title reports to RTC. CONSULTANT assumes one update to each of the twenty-three (23) title reports will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated title reports to RTC.

3.2 Boundary Survey, Legal Descriptions, and Permission to Construct

It is estimated that twenty-three (23) permanent easements and twenty-three (23) temporary construction easements on twenty-three (23) properties will be required for construction of signal and pedestrian improvements. CONSULTANT will review title reports for an estimated twenty-three (23) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will utilize County records to obtain deeds and other record data for the parcels to be surveyed. CONSULTANT will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

CONSULTANT will then perform field boundary surveys of the subject parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments

will be located as required to resolve the legal boundaries of the subject parcels.

CONSULTANT will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the subject parcels. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

CONSULTANT will utilize the boundary base map to prepare legal descriptions and exhibit figures on twenty-three (23) parcels.

CONSULTANT will prepare up to ten (10) permission to construct exhibits.

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

3.3 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.

Deliverables:

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

4.0 Public Outreach

4.1 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 will 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.

As a component of the Plan, CONSULTANT will develop and maintain a stakeholder

database that includes 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. 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.

4.2 Pop-Up Events

CONSULTANT anticipates two rounds of community pop-up events to inform the community about the project. At two (2) key design milestones throughout the project, three (3) community pop-up events are anticipated for a total of six (6) events. The pop-up events will consist of engaging with community members through an information booth at pre-established events in the Downtown Reno area such as special events, sporting competitions, conventions, and/or festivals. CONSULTANT will schedule, facilitate and manage all logistics for the pop-up events. Events and staffing shall be approved by the RTC. CONSULTANT will prepare one set of exhibits per round of pop-up events. CONSULTANT will be responsible for any direct costs required for attendance at events such as vendor fees and booth supplies. At the conclusion of each event, CONSULTANT shall document participation including the name of the event, date(s) attended, impressions made, and summary of questions and comments received.

4.3 Cross-Sections and Animated Videos

CONSULTANT will develop up to twelve (12) cross-sections based on the planning concepts. Cross-sections will have a unified aesthetic including similar background colors, angles, and resolutions. The updated cross-sections will be used in project outreach materials, informational materials, and other project related content. Cross-sections will be provided in PNG and JPEG formats.

CONSULTANT will develop one short, animated video (up to 1.5 minutes) for each project corridor (total of 4 videos). Videos will provide an overview of key project information and include animated pedestrians, bicyclists, and vehicles moving along different 3D rendered sections of the corridor to highlight how the project would look once completed. Videos will include a brief voiceover of the key project benefits and improvements.

4.4 Advisory Committee Meetings

CONSULTANT will arrange and participate, as needed, in up to six (6) advisory committee meetings including, but not limited to, Neighborhood Advisory Boards (City of Reno), Citizen Advisory Boards (Washoe County), and community group/organizations such as the Truckee Meadows Bicycle Alliance. These efforts shall be coordinated with the RTC Communications Team. CONSULTANT will assist in preparing meeting materials and a presentation as requested by the RTC Project Manager. Advisory committee meetings shall be documented and include the group name, time and location, summary of topic, and issues, comments and questions raised.

4.5 Property Owner Coordination

CONSULTANT will be available for one-on-one briefings/meetings with and presentations to property owners and businesses as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to twenty (20) one-on-one presentations and/or meetings during the course of this project. CONSULTANT will prepare up to twenty (20) improvement exhibits illustrating the existing condition and the proposed condition in front of a given location for RTC's use in its public participation effort.

4.6 Government Affairs

CONSULTANT will assist in providing ongoing briefings to key agency elected officials (including RTC Board, City of Reno, and Washoe County) throughout the duration of the project to ensure a positive ongoing working relationship and to keep these agencies informed of the progress of the project. It is assumed six (6) meetings will be required.

4.7 Working Group Meetings

CONSULTANT will prepare, facilitate, and document up to four (4) working group meetings with the RTC and City of Reno. CONSULTANT will work with RTC to identify the members of the working group and meet with the group to solicit comments and feedback at key milestones. CONSULTANT will prepare agendas, presentations, copies of plans and exhibits, and meeting summary. CONSULTANT will prepare and submit to RTC a matrix of formal comments received from each working group meeting and response to comments.

4.8 Website

CONSULTANT will update the existing project website (www.downtownrenomicromobility.com) to provide information to the public during the design of the Project, including a News & Events page, Documents page, Contacts page, and links to public meeting events and the Virtual Public Meeting Space. CONSULTANT will manage the website and upload content developed and provided by the project team throughout the 100% design phase (up to 50 hours).

CONSULTANT will develop a Virtual Public Meeting space providing users with a virtual experience of an in-person public meeting including project information boards, design plots, and project visualizations. This virtual space can also provide links to recorded public meetings, educational videos, or other content relevant to the project. This space will provide the public with an engaging virtual option to stay up to date on the project from the comfort of their own home and in their own time. The Virtual Public Meeting Space is intended to include up to eight (8) virtual presentation boards which will be identified in collaboration with the RTC.

This Virtual Public Meeting space will also allow the visually impaired to engage through a text-based directory and screen-reader-friendly PDF of the provided materials. CONSULTANT will develop a Virtual Meeting room which highlights downtown Reno aesthetics and enables easy translation to additional languages. CONSULTANT will update content for two rounds of public outreach within the Virtual Public Meeting space.

Deliverables:

1. Draft and final public outreach and involvement plan
2. Stakeholder contact database
3. Pop-up event planning checklist
4. Facilitation of six (6) pop-up events
5. Exhibits for two (2) rounds of pop-up events
6. Pop-up event summary
7. Twelve (12) cross-section graphics (PNG & JPEG)
8. Four (4) animated corridor design videos (up to 1.5 minutes each)
9. Advisory committee meetings presentation materials and documentation
10. Exhibits for fifteen (15) one-on-one meetings
11. Twenty (20) improvement exhibits
12. Updated project website and website management
13. Virtual public meeting space (two rounds of content)

5.0 Preliminary Design

CONSULTANT will develop the preferred alternative from the Downtown Reno Conceptual Bicycle Network Report into preliminary (30%) design. The preliminary design will be based on available aerial imagery and will not include topographic survey information. The preliminary design will include bicycle and pedestrian facilities, transit stop transitions, roadway reconfigurations, and intersection improvements.

CONSULTANT will develop and print a 30% design long roll plot showcasing the preliminary design of each corridor on aerial imagery to provide a more detailed understanding of the design by the general public. One roll plot will be developed for each corridor.

CONSULTANT will prepare a design standards document that includes the proposed improvements with applicable references, design criteria, and standards to be used throughout the project, along with any deviations and exceptions.

CONSULTANT will prepare a technical parking memorandum informed by an in-person review of conditions. CONSULTANT will conduct an in-person review of each project corridor during three time periods during one weekday and during the midday period on one weekend day along each corridor to establish an overall parking utilization rate within the project corridor. This will include a review of the impacts to existing parking spaces which compare the existing number of spaces with final number of parking spaces in the 30% design. CONSULTANT will assess parking to include a half-block segment on streets adjacent to the design corridors to provide a greater picture of nearby parking capacity. CONSULTANT will prepare a brief technical memo describing the findings and the

potential impacts to the 30% design, if any. The technical memo will include a diagram of utilization rates along each project corridor and a data table highlighting the collected data. The memo will highlight the number of parking spaces removed from each corridor.

CONSULTANT will coordinate with the COR to identify destinations and routes to sign to along the corridors, in addition to directional wayfinding signage where routes turn or jog. Wayfinding signs will be depicted on the signing & striping plan sheets within the plan set. Signs will be standard MUTCD bicycle wayfinding signs. A wayfinding sign schedule will be included in the plan set that includes destination programming for each wayfinding sign.

CONSULTANT will evaluate a compact roundabout at the Virginia Street/California Avenue intersection and the peanut roundabout or other alternative at the Vine Street/University Terrace intersection. CONSULTANT will prepare an initial layout (10% design level) to evaluate the concept feasibility. CONSULTANT will submit an exhibit and a summary of key features, benefits, and impacts for each intersection to RTC. Any roundabout concepts that move forward will be included in the 30% design.

CONSULTANT will perform a maintainability review of the 30% design and provide a summary of the comments and recommendations for use with the COR working group.

CONSULTANT will prepare the preliminary design and outline the basic scope and estimated cost of traffic signal modifications at up to twenty-three (23) signalized intersections within the Project limits.

CONSULTANT will prepare the preliminary 30% construction cost estimate based on a quantity estimate. The estimate will be in Microsoft Excel, and the basis for unit costs will be the most recent construction cost data available to CONSULTANT.

The preliminary 30% construction plans will be on 22" x 34" size sheets and will include, as a minimum, the following estimated number of sheets:

- Cover Sheet
- General Notes, Legend, and Abbreviations
- (2) Sheet Index
- (2) Horizontal/Survey Control
- (30) Improvement Plans (at 1" =20' scale)
- (8) Roundabout/Intersection Plans (at 1" =20' scale)
- (10) Intersection/Midblock Detail Plans (at 1" =20' scale)
- (30) Striping and Signage Plans (at 1" =20' scale)
- (12) Detail Sheets (scales as noted)
- (23) Signal Modification Sheets

Plans will be submitted to the RTC, COR, and utility agencies at the 30% stage of completion per the following:

- 30% Plans – Two 11”x17” sets and electronic (PDF) to RTC, electronic (PDF) set to Local Entity, and electronic (PDF) set to each utility agency and other affected parties.

Plans applicable to improvements within NDOT right-of-way will be submitted to NDOT. CONSULTANT will participate in a 30% design review meeting with NDOT.

An independent checker will check, initial and date each plan sheet.

Design plans will be compatible with AutoCAD Civil 3D with all design elements containing appropriate 3D references/properties. The plan set will consist of graphic representation reviewed by a licensed Nevada Professional Engineer showing necessary plans, elevations, and details. All drawings will be black ink on paper to facilitate photocopying. The drawings and details will be consistent with RTC and COR standards.

CONSULTANT will address review comments from the 30% design and develop preliminary (60%) plans including topographic and right of way mapping (task 2.4), utility mapping (task 2.3), grading and drainage (task 6.0), pavement rehabilitation treatments (task 2.1), bicycle and pedestrian improvements, traffic signal modifications, and intersection improvements (task 2.2). CONSULTANT assumes all of the roadways within the Project will be progressed to 60% design as one phase.

All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following “Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level “C”, unless otherwise noted.

CONSULTANT will provide 60% design for signal modifications at up to twenty-three (23) existing signalized intersections within the Project limits. Basic traffic signal modification design will include the following: minor relocation of push buttons, push button extensions, addition of push button posts, addition of pedestrian signal heads to poles that are capable of their mounting and adequate wiring already exists to that pole, removal of existing signal heads or pole/mast mounted signs, relocation of existing signal heads on existing mast arms, addition of pole/mast arm mounted signs, and other modifications that can be addressed with a simple construction note. Full traffic signal modification or replacement design will include the following: determination of new/relocated pole and equipment locations consistent with the intersection configuration and curb returns/sidewalks/multimodal facilities, determination of appropriate mast arm lengths and any changes needed, evaluation of controller cabinets for replacement, review of the intersection for utility conflicts and other design or implementation issues with a summary of potential issues and resolutions, illustrations of the necessary scope of

modifications, and equipment and conductor schedules. CONSULTANT has assumed six (6) full signal modifications and seventeen (17) basic signal modifications.

The preliminary 60% construction plans will be on 22" x 34" size sheets and will include, as a minimum, the following estimated number of sheets:

- Cover Sheet
- General Notes, Legend, and Abbreviations
- (2) Sheet Index
- (2) Horizontal/Survey Control
- (13) Demolition Plans (at 1" =20' scale)
- (30) Improvement Plans (at 1" =20' scale)
- (10) Intersection/Midblock Detail Plans (at 1" =20' scale)
- (8) Roundabout/Intersection Plans (at 1" =20' scale)
- (10) Drainage Plan and Profile (at 1" =20' scale)
- (30) Striping and Signage Plans (at 1" =20' scale)
- (12) Detail Sheets (scales as noted)
- (35-45) Signal Modification Sheets

Plans will be submitted to the RTC, COR, and utility agencies at the 60% stage of completion per the following:

- 60% Plans – Two 11"x17" sets and electronic (PDF) to RTC, electronic (PDF) set to Local Entity, and electronic (PDF) set to each utility agency and other affected parties.

Plans applicable to improvements within NDOT right-of-way will be submitted to NDOT. CONSULTANT will participate in a 60% design review meeting with NDOT.

An independent checker will check, initial and date each plan sheet.

Design plans will be compatible with AutoCAD Civil 3D with all design elements containing appropriate 3D references/properties. The plan set will consist of graphic representation reviewed by a licensed Nevada Professional Engineer showing necessary plans, elevations, and details. All drawings will be black ink on paper to facilitate photocopying. The drawings and details will be consistent with RTC and COR standards.

CONSULTANT will prepare the preliminary 60% construction cost estimate based on a quantity estimate.

Deliverables:

1. 30% plans and estimate
2. 30% long plot
3. Draft and Final design standards
4. Draft and Final parking technical memorandum
5. Intersection evaluation summary

6. Summary of maintainability review
7. 60% plans and estimate

6.0 Drainage Analysis

The proposed curb protected bike lanes and curb extensions will change the drainage patterns within the Project Area. The curbs separating the parking/traffic lanes from the bike lanes will collect flow and impact the width of spread within the travel way during runoff events. Curb extension and pedestrian refuge islands may also impact flow directed to existing storm drain inlets, which are typically located near or within intersections. CONSULTANT will complete two levels of drainage analysis for the proposed conditions, dependent on the proposed improvements. One level of analysis for where a curb is proposed between the bike and parking lanes and another level where improvements are limited to intersection configurations.

CONSULTANT will hold a drainage meeting at the beginning of the Project with RTC and the City of Reno to determine maximum runoff spread widths for each street within the Project Area for the minor (5-year return interval) and major (100-year return interval) storm events based on City of Reno standards considering the parking lanes and non-curbed bike lanes. CONSULTANT will also discuss any existing drainage issues within the Project Area that could potentially be addressed with the Project.

Two levels of hydrologic/hydraulic analysis are proposed to ensure drainage conditions resulting from the curb and grading improvements are not worse as compared to the existing drainage conditions.

Virginia Street and 5th Street: in locations where curb protected bike lanes and curb extensions/ pedestrian islands are included in the designed improvements, CONSULTANT will complete a comprehensive hydrologic and hydraulic analyses. The analyses will include hydrologic analysis of onsite and offsite catchments flowing to the Project Area and the calculation of runoff spread widths and inlet capacity in existing and with-project conditions for the minor and major storm events following City of Reno/ Truckee Meadows standards. CONSULTANT will include features in the design to mitigate drainage impacts, including storm drain extensions, new or replacement inlets, and curb cuts where appropriate. If there are areas where flow to the storm drain is increased, CONSULTANT will complete a simplified analysis of the storm drain with available survey data. Normal depth calculations will be used to calculate capacity for any proposed storm drain or impacted existing storm drain where necessary.

Vine Street and Evans Avenue/Lake Street/Sinclair Street: in locations within the Project where curb extensions and pedestrian islands are included in the designed improvements, a simplified drainage analysis of the intersections will be performed. CONSULTANT will examine each intersection for potential impacts and complete calculations to determine existing and with-project spread widths and inlet capacities in the minor and major storm events. CONSULTANT will include features in the design to mitigate any changes to the drainage patterns.

CONSULTANT will submit a Drainage Standards Memo at 30% design detailing the standards and assumptions agreed to by the RTC and the City of Reno for each of the streets with the Project and any existing drainage issues and potential solutions that could be included in the design. In addition, CONSULTANT will outline the expected impacts to drainage conditions of the improvements, and the expected level of analysis necessary for each portion of the Project to ensure that the drainage conditions are not made worse by the proposed improvements. CONSULTANT will submit the memo to RTC and the City of Reno.

CONSULTANT will follow the standards and methods outlined in the Truckee Meadows Regional Drainage Manual of April 2009 except where they are superseded by the standards and methods included in the Chapter II of the City of Reno Public Works Design Manual, revised in January 2009.

CONSULTANT will prepare a Draft Drainage Report and submit it to RTC and the City of Reno with the 60% PS&E. The drainage report will include methods and results of the hydrologic and hydraulic analyses and detail the drainage improvements included in the plans. The Draft Drainage Report will address comments from the City of Reno and RTC on the Drainage Standards Memo.

CONSULTANT will prepare a Draft Final Drainage Report and submit it with the 90% PS&E. The drainage report will include methods and results of the hydrologic and hydraulic analyses and detail the drainage improvements included in the plans. The Draft Final Drainage Report will address comments from the City of Reno and RTC on the Draft Drainage Report.

CONSULTANT will prepare a Final Drainage Report and submit it with the 100% PS&E. The drainage report will include methods and results of the hydrologic and hydraulic analyses and detail the drainage improvements included in the plans. The Final Drainage Report will address comments from the City of Reno and RTC on the Draft Final Drainage Report.

Deliverables:

1. Drainage meeting agenda, exhibits, and summary
2. Drainage standards memo
3. Draft, Draft Final, and Final Drainage Report

7.0 Technical Studies and NEPA

7.1 Biological Resources

In support of the NEPA environmental document, CONSULTANT will prepare a special status species technical study that will include background research, a potential reconnaissance-level field survey, and a brief technical report. The background research will involve obtaining up-to-date information on special status species from the US Fish and Wildlife Service (USFWS), Nevada Division of Wildlife, and the Nevada Division of

Natural Heritage. Special status species include sensitive, rare, or listed species. CONSULTANT will also obtain and review technical reports from nearby projects, project site photographs, and site mapping. If there is potential for sensitive, rare, or listed species to occur within the project boundary, CONSULTANT will conduct a brief reconnaissance-level field survey. The biological resources technical study will present the results of the background research, field survey, and recommended next steps.

CONSULTANT will prepare and submit a draft biological resources technical study to RTC. CONSULTANT will review and integrate comments, as appropriate, and prepare and submit the final technical study to the RTC for submittal to NDOT.

7.2 Area of Potential Effects (APE) Map

Potential impacts and associated regulatory compliance documentation are driven, in large part, by the defined project's Area of Potential Effect (APE). CONSULTANT will identify, to the extent necessary, the potential areas of direct (ground disturbance) and indirect (e.g., visual) impact. This will ensure subsequent planning tasks include appropriately defined project limits and the potential resources within those limits. CONSULTANT assumes the area of direct impact will be the same as the area of indirect impact.

CONSULTANT will submit the draft APE map to RTC for review and approval. Upon receipt of comments to the draft APE map, the revised APE map will be submitted to NDOT. NDOT comments will be incorporated into the final APE and resubmitted to RTC and NDOT. CONSULTANT assumes an additional revision to the APE map from SHPO will not be required. It is assumed NDOT will request CONSULTANT to develop the SHPO screening form.

7.3 Cultural Resources Technical Reports

Due to the proposed use of federal funding, compliance with Section 106 of the National Historic Preservation Act will be required. Based on preliminary research, several archaeological resources are located within or adjacent to the assumed APE. Based on the preliminary project description and assumed APE, the need to address adjacent architectural resources is not anticipated. However, the roadways themselves are historic alignments and considered architectural resources. Therefore, it is assumed two reports will need to be prepared – one for archaeological resources and one for architectural resources.

CONSULTANT will conduct desktop archival research to ascertain the types and number of known archaeological and architectural resources present within and adjacent to the APE. Archival research will include (but not be limited to) a review of environmental documents for nearby projects, available as-builts from nearby projects (if available from the RTC), the Nevada Cultural Resources Inventory System (NVCRIS) for previously recorded archaeological and architectural resources, and publicly available historic maps (e.g., USGS, GLO). If necessary, the State Historic Preservation Office (SHPO) may be contacted to answer questions related to previously recorded cultural resource eligibility determinations. If such coordination is necessary, CONSULTANT will include the RTC on all correspondence.

Following archival research, CONSULTANT will perform a field visit to evaluate if previously recorded archaeological resources are visible, and if so, document their present condition. For budgetary purposes, it is assumed up to four previously recorded archaeological resources may need to be updated on Intermountain Antiquities Computer System (IMACS) forms. No new archaeological resources are anticipated. No subsurface analysis will occur, and no artifacts will be collected, if identified. For known architectural resources (the roadways), photo documentation will be required for resource form development. For budgetary purposes, up to eight architectural resources may need to be recorded on Architectural Resource Assessment (ARA) forms plus an ARA District form cover page. An update to previously recorded architectural resources is not anticipated.

The results of archival research and fieldwork will be summarized in two cultural resources reports – one for architecture and one for archaeology. Draft reports will provide the project description, definition of the undertaking and APE, archival research results, appropriately scaled historical contexts, field methods, field results, National Register evaluations, and Determinations of Project Effect with management recommendations for next steps. CONSULTANT assumes NDOT will be responsible for Native American consultation. If the project has the potential to affect buried historic properties, CONSULTANT will provide recommendations to avoid or mitigate the potential project-related impacts.

Up to two rounds of revision to the draft reports may be necessary. The draft reports will be submitted to RTC and NDOT for concurrent review and comment (sensitive material redacted from RTC submittal). CONSULTANT will integrate RTC/NDOT comments within the revised draft and resubmit to both parties. NDOT will submit the revised draft to SHPO. If necessary, CONSULTANT will integrate SHPO comments and submit the final reports back to RTC/NDOT and NDOT will submit the final reports to SHPO. Final shapefiles will be delivered with the final reports.

7.4 Sections 4(f) and 6(f)

Section 4(f) properties include significant publicly owned public parks, recreation areas, and wildlife or waterfowl refuges, or any publicly or privately owned historic site listed or eligible for listing on the National Register of Historic Places. Before approving a project that “uses” (i.e., impacts or modifies) a Section 4(f) property, FHWA must determine there is no feasible and prudent alternative to avoid or minimize the impact to the property, such that FHWA can make a de minimis determination.

CONSULTANT will evaluate the areas within and adjacent to the project to determine whether a 4(f) property (including historic resources) exists. Consideration of historic sites will be limited to those previously listed on or determined eligible for listing on the National Register of Historic Places, to the extent that such information is readily available via standard archival research methods. If a 4(f) property exists, CONSULTANT will evaluate whether project activities have the potential to “use” the 4(f) property. CONSULTANT assumes the Project will not “use” a 4(f) property. Results of this effort will be summarized in a brief technical study, recommending what (if any) additional effort

may be required for future NEPA compliance, such as a FHWA de minimis finding evaluation, or a programmatic or individual evaluation for significant 4(f) impacts.

Section 6(f) of the Land and Water Conservation Act requires the conversion of lands or facilities acquired with Land and Water Conservation Act funds under the State Assistance program be coordinated with the National Park Service. CONSULTANT will document if any Section 6(f) properties exist within or near the project that may be affected by proposed activities and summarize the results in a brief technical study.

The results of the Section 4(f) and Section 6(f) analysis will be drafted into a single technical study. The draft study will be provided to RTC for review and approval. Upon receipt of comments to the draft, CONSULTANT will prepare and submit a final study to RTC.

7.5 Aquatic Resources

CONSULTANT will conduct an aquatic resources desktop investigation for the project. This desktop review will include:

- Review of aerial photographs, topographic maps, and the US Fish and Wildlife Services National Wetland Inventory database to identify potential aquatic resources in the project; and
- Review of soils, stream data, and vegetation information to describe conditions in the project.

Based on the desktop results, CONSULTANT will prepare and submit a draft aquatic resources technical study to the RTC. Upon receipt of comments to the draft, CONSULTANT will prepare and submit a final technical study to the RTC. CONSULTANT assumes no aquatic resources will be identified within the APE, no aquatic resources field work will be required, and no culverts will be replaced as part of the project.

7.6 Title VI and Environmental Justice

In accordance with Title VI of the Civil Rights Act of 1964, CONSULTANT will assess if project activities receiving Federal financial assistance that affect human health or the environment do not directly, or through contractual or other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin.

To determine if there are potential Environmental Justice (EJ) issues associated with the proposed project and location of the affected population, CONSULTANT will utilize the Environmental Protection Agency's (EPA) "EJSCREEN" desktop mapping tool to analyze population demographics of the project location. Use of the EJSCREEN mapper will identify if there are potential issues complying with Executive Order 12898, which requires federal agencies to identify and address, as appropriate, disproportionately high adverse

human health and environmental effects of their programs, policies, and activities on minority populations and low-income populations.

The results of the Title VI and EJ analysis will be drafted in a technical study. The draft study will be provided to the RTC for review and approval. Upon receipt of comments on the draft, CONSULTANT will prepare and submit a final study to the RTC.

7.7 Hazardous Materials

In support of the environmental checklist and in general accordance with the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, Designation E1527-13 (ASTM, 2013) and the United States EPA's All Appropriate Inquiries (AAI) Final Rule (EPA, 2005), CONSULTANT will conduct a records search of the APE and the general vicinity to identify documented environmental concerns and Recognized Environmental Conditions (RECs). The records search will include reviewing readily available information and environmental data relating to the APE limits as previously defined, including environmental databases maintained by federal, state, and local agencies and historical documents, such as topographic maps, Sanborn Fire Insurance maps, aerial photographs, and select city directories.

Background research will include review of:

- Environmental Data Resources an Environmental Data Corridor report.
- Data from the Nevada Division of Environmental Protection, including but not limited to the open and closed project databases for Leaking Underground Storage Tank cases and Corrective Action (non-regulated) sites.
- Desktop site reconnaissance using Google Earth, or equivalent online mapping services.
- Documentation of current conditions and findings from baseline environmental assessments.

In addition to the research described, CONSULTANT will conduct a windshield level (driving as opposed to walking) site reconnaissance to review properties within the APE with identified and documented environmental concerns.

CONSULTANT will prepare and submit a draft hazardous materials technical memorandum that will include figures showing the locations of identified sites with documented environmental concerns within the APE. Upon receipt of comments, CONSULTANT will revise the draft memo and submit a final version.

7.8 Environmental Checklist/Categorical Exclusion (CE)

A Categorical Exclusion under NEPA exempts a project from NEPA, but still requires compliance with the range of federal statutes, laws, and executive orders governing environmental protection. In addition to the technical studies outlined above, CONSULTANT will complete the NDOT TPP Environmental Checklist/Categorical

Exclusion checklist and environmental review record to determine no unusual circumstances apply, which includes:

- Project Purpose and Need
- Project Description and Project Figures
- Right-of-Way/Easements
- Cultural Resources (technical study to be attached)
- Wetlands (technical study to be attached)
- Floodplain Map(s)
- Biology (technical study to be attached)
- Section 4(f) and Section 6(f) (technical study to be attached)
- Farmland Map
- Coastal Zone Map
- Hazardous Waste and Materials (technical study to be attached)
- Wild and Scenic Rivers
- Air Quality discussion
- Socioeconomics and Environmental Justice discussion (technical study to be attached)
- Dust and Noise Control
- Environmental Commitments

CONSULTANT will complete a draft CE checklist and environmental review record for review by RTC and NDOT. Comments will be integrated, and final documentation provided to NDOT.

Deliverables:

1. Draft and final special status species technical study
2. Draft and final APE map
3. Draft and final archaeological report
4. Draft and final architectural report
5. Draft and final Sections 4(f) and 6(f) technical study
6. Draft and final aquatic resources technical study
7. Draft and final Title VI and Environmental Justice technical study
8. Draft and final hazardous materials technical study
9. Draft and final environmental checklist/categorical exclusion
10. Environmental review record inclusive of all attachments and support documentation

8.0 Final Design

CONSULTANT will address RTC and COR comments on the 60% design and develop 90% plans, specifications, and estimates.. CONSULTANT will participate in a 90% design review meeting and address RTC and COR comments on the 90% design package and develop 100% and Final (Issued for Bid) plans, specifications, and estimates.

Plans applicable to improvements within NDOT right-of-way will be submitted to NDOT. CONSULTANT will participate in a 90% design review meeting with NDOT.

CONSULTANT will prepare final construction plans, contract documents and technical specifications suitable for construction bid advertisement in accordance with RTC standards and requirements. RTC will provide the contract documents and technical specifications boilerplate via email in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

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

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

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

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

9.0 Permitting

9.1 NDOT Right-of-Way Occupancy Permit Application

CONSULTANT will prepare and submit one (1) right-of-way occupancy permit application to NDOT for improvements on Vine Street, Virginia Street, and Evans Avenue. CONSULTANT will complete the standard occupancy permit form, drainage information form, and four sets of detailed color-coded drawings required for the application. The application fee is not included as part of the CONSULTANT's fee estimate. CONSULTANT assumes a stormwater pollution prevention plan and noxious weed management checklist will not be required. The traffic analysis prepared in Task 2.2 will be submitted with the Virginia Street occupancy permit application to support improvements at Maple Street and 8th Street. CONSULTANT assumes a traffic analysis will not be required for the Vine Street and Evans Street occupancy permit applications.

10.0 Bidding Services

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

11.0 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 10.0. 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.

Construction services are an optional task. A detailed scope of services, schedule, and cost proposal will be provided upon completion of the final design.

EXHIBIT A-2
DOWNTOWN MICROMOBILITY DESIGN SCHEDULE
(As of February 5, 2024)

<u>Project Milestones</u>	<u>Date</u>
Notice to Proceed	02/23/24
30% Design Complete	08/16/24
60% Design Complete	03/07/25
NEPA Clearance	05/12/25
90% Design Complete	09/12/25
NDOT Permit Complete	10/24/25
100% Design Complete	11/21/25

Exhibit B

Compensation

Task No.	Description	Principal	Associate	Senior I	Project II	Project I	Senior Designer	CAD Designer	Staff II	Staff I	Senior Construction Manager	Staff Field Scientist/ Technical Editor	GIS Technician	Clerical	Expenses	Subconsultant	Totals
	Hourly Rate	\$310.00	\$245.00	\$205.00	\$195.00	\$180.00	\$170.00	\$150.00	\$170.00	\$155.00	\$160.00	\$115.00	\$130.00	\$105.00			
1	Project Management	80	210	0	0	60	0	0	0	0	0	0	0	28			378
1	Team and Project Management		150											28	\$200		\$39,890.00
2	Project Coordination		60			60									\$100		\$25,600.00
3	Quality Assurance and Quality Control		80														\$24,800.00
	Subtotal Fees	\$24,800.00	\$51,450.00	\$0.00	\$0.00	\$10,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,940.00	\$300.00	\$0.00	\$90,290.00
2	Investigation of Existing Conditions	11	20	0	96	24	69	6	0	272	0	8	0	2			508
1	Pavement Structural Investigation																
1.a	Visual Condition Assessment	1	2		4					68					\$200.00		\$12,320.00
1.b	Traffic Data				2					6							\$1,320.00
1.c	Coring/Boring		2		6					6		8				\$33,950.00	\$37,460.00
1.d	Develop Feasible Alternative	4	8		12		4			24							\$9,940.00
1.e	Develop Recommended Alternative	3	8		12		3			12							\$7,600.00
2.a	Traffic Analysis	2					12									\$37,180.00	\$39,840.00
2.b	Traffic Engineering Support														\$50.00	\$22,020.00	\$22,020.00
3.a	Utility Investigation	1				24	8			120			2		\$100.00		\$24,850.00
3.b	Utility Coordination				60		40										\$18,600.00
4	Topographic Survey						2	6		36						\$150,000.00	\$166,820.00
	Subtotal Fees	\$3,410.00	\$4,900.00	\$0.00	\$18,720.00	\$4,320.00	\$11,730.00	\$900.00	\$0.00	\$42,160.00	\$0.00	\$920.00	\$0.00	\$210.00	\$350.00	\$243,150.00	\$330,770.00
3	Right of Way Engineering (Optional)	5	0	0	0	34	6	28	0	0	0	0	0	0			73
1	Preliminary Title Reports	1				12									\$19,550.00		\$22,020.00
2	Boundary Survey and Legal Descriptions	1				12				8						\$59,500.00	\$63,170.00
	Permission to Construct Exhibits	1					2	20							\$20.00		\$3,670.00
3	Right of Way Setting	2				10	4								\$20.00		\$3,120.00
	Subtotal Fees	\$1,550.00	\$0.00	\$0.00	\$0.00	\$6,120.00	\$1,020.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,590.00	\$59,500.00	\$91,980.00
4	Public Outreach	68	0	0	0	60	146	60	0	0	0	0	0	0			334
1	Public Outreach and Involvement Plan															\$7,500.00	\$7,500.00
2	Pop-Up Events						6									\$41,350.00	\$42,370.00
3	Cross-Sections and Animated Videos					20									\$25.00	\$50,540.00	\$54,165.00
4	Advisory Committee Meetings	24					24								\$50.00	\$5,750.00	\$17,320.00
5	Property Owner Coordination	8					60	60									\$21,680.00
6	Government Affairs	24					8								\$25.00		\$8,825.00
7	Working Group Meetings	12				40	24								\$100.00	\$6,070.00	\$21,170.00
8	Website						24									\$37,400.00	\$41,480.00
	Subtotal Fees	\$21,080.00	\$0.00	\$0.00	\$0.00	\$10,800.00	\$24,820.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$148,610.00	\$214,510.00
5	Preliminary Design	36	24	0	140	216	386	700	0	580	54	0	0	6			2,142
1	Prepare 30% P&E	8			40		40	60		80	24			2	\$100.00	\$172,880.00	\$215,510.00
	30% Long Roll Plot															\$15,900.00	\$15,900.00
2	Parking Impacts Memo	2					4									\$14,720.00	\$16,020.00
3	Intersection Evaluations - SV/Calif & Vine/University Terrace	2			16		22								\$25.00	\$14,860.00	\$22,125.00
4	Prepare 60% P&E	24	24		100	200	280	640		500	30			4	\$100.00	\$147,000.00	\$442,240.00
	60% Long Roll Updates						40								\$2,000.00		\$8,800.00
	Subtotal Fees	\$11,160.00	\$5,880.00	\$0.00	\$27,300.00	\$38,880.00	\$65,620.00	\$105,000.00	\$0.00	\$89,900.00	\$8,640.00	\$0.00	\$0.00	\$630.00	\$2,225.00	\$365,360.00	\$720,595.00
6	Drainage Analysis	13	68	66	138	0	30	0	0	60	0	0	0	0			375
1	Drainage Meeting	2	4	2	8												\$3,570.00
2	Drainage Standard Memo	1	4	4	10												\$4,060.00
3	Draft Drainage Report	4	30	30	50		5			20					\$25.00		\$28,465.00
4	Draft Final Drainage Report	4	20	20	40		10			20					\$25.00		\$22,865.00
5	Final Drainage Report	2	10	10	30		15			20					\$25.00		\$16,645.00
	Subtotal Fees	\$4,030.00	\$16,660.00	\$13,530.00	\$26,910.00	\$0.00	\$5,100.00	\$0.00	\$0.00	\$9,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$75,605.00
7	NEPA and Technical Studies	52	22	170	68	0	50	0	132	228	0	89	80	25			916
1	Biological Resources		5						32			2			\$115.00		\$7,220.00
2	APE Map/NDOT Screening Form	4	8	12	4		4			8		8					\$9,400.00
3	Cultural Resources			68	64		2			136		56	28	8	\$880.00		\$59,640.00
4	Section 4(f)/6(f)	4					4			20		8	20	5	\$50.00		\$9,115.00
5	Aquatic Resources		5						18				4				\$4,805.00
6	Title VI and Environmental Justice	4		14					1			2					\$4,495.00
7	Hazardous Materials	12							55						\$2,000.00		\$14,245.00
8	Environmental Checklist/CE																
	Project Description	8		16					10			5			2		\$8,245.00
	NEPA CE Checklist	8							16								\$5,200.00
	Supporting Documentation	8	4	60			40		32			16	20	8			\$33,280.00
	Agency Consultation (FHWA, SHPO)	2							8	8							\$3,220.00
	Final CE package submittal, FHWA concurrence	2							16								\$3,340.00
	Subtotal Fees	\$16,120.00	\$5,390.00	\$34,850.00	\$13,260.00	\$0.00	\$8,500.00	\$0.00	\$22,440.00	\$35,340.00	\$0.00	\$10,235.00	\$10,400.00	\$2,625.00	\$3,045.00	\$0.00	\$162,205.00



ATTACHMENT B
 Fee Proposal for the
 Downtown Micromobility Project

Task No.	Description	Principal	Associate	Senior I	Project II	Project I	Senior Designer	CAD Designer	Staff II	Staff I	Senior Construction Manager	Staff Field Scientist/ Technical Editor	GIS Technician	Clerical	Expenses	Subconsultant	Totals
	Hourly Rate	\$310.00	\$245.00	\$205.00	\$195.00	\$180.00	\$170.00	\$150.00	\$170.00	\$155.00	\$160.00	\$115.00	\$130.00	\$105.00			
8	Final Design	50	24	0	220	460	580	768	0	630	44	0	0	0			2,776
1	Prepare 90% PS&E	32	24		160	400	500	620		450	40				\$100.00	\$153,310.00	\$526,560.00
2	Prepare 100% and Final PS&E	16			40	60	80	140		180					\$100.00	\$55,000.00	\$141,160.00
3	Prepare Final Engineer's Estimate	2			20			8			4						\$6,360.00
	Subtotal Fees	\$15,500.00	\$5,880.00	\$0.00	\$42,900.00	\$82,800.00	\$98,600.00	\$115,200.00	\$0.00	\$97,650.00	\$7,040.00	\$0.00	\$0.00	\$0.00	\$200.00	\$208,310.00	\$674,080.00
9	Permitting	3	3	0	0	38	38	38	0	0	0	0	0	0			120
1	NDOT ROW Occupancy Permit	3	3			38	38	38								\$3,900.00	\$24,565.00
	Subtotal Fees	\$930.00	\$735.00	\$0.00	\$0.00	\$6,840.00	\$6,460.00	\$5,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,900.00	\$24,565.00
10	Bidding Services	3	0	0	18	0	16	16	0	0	0	0	0	2			55
1	Distribute IFB PS&E	1			4			4									\$1,690.00
2	Conduct Pre-Bid Meeting & Addenda	2			8		16	12								\$4,500.00	\$11,200.00
3	Attend Bid Opening & Tabulate Bids				6								2	\$50.00			\$1,430.00
	Subtotal Fees	\$930.00	\$0.00	\$0.00	\$3,510.00	\$0.00	\$2,720.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$50.00	\$50.00	\$4,500.00	\$14,320.00
11	Design Contingency (Optional)																\$100,000.00
	Total Design Services	\$99,510.00	\$90,895.00	\$48,380.00	\$132,600.00	\$160,560.00	\$224,570.00	\$242,400.00	\$22,440.00	\$274,350.00	\$15,680.00	\$11,155.00	\$10,400.00	\$6,615.00	\$26,035.00	\$1,033,330.00	\$2,498,920.00

Exhibit C

Indemnification and Insurance Requirements

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

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.3.4

To: Regional Transportation Commission

From: Sara Going, Engineer II

SUBJECT: Eagle Canyon Safety and Operations Project PSA with CA Group

RECOMMENDED ACTION

Approve a contract with CA Group, Inc., for design and engineering during construction services related to the Eagle Canyon Safety and Operations Project, in an amount not-to-exceed \$298,199.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with CA Group, Inc., is for professional design services and engineering during construction for the Eagle Canyon Safety and Operations Project in the amount of \$298,199. Project contingencies in the amount of \$15,000 for design and \$15,000 for EDC are also included in the agreement. The Eagle Canyon Safety and Operations project will extend the Eagle Canyon shared use path from Alena Drive to Calle De La Plata, improve lighting, signage, and striping at Eagle Canyon Drive and East Canyon Park, and evaluate and install safety enhancements at five pedestrian crossing locations: Eagle Canyon/Richard Springs, Eagle Canyon/Alena, Eagle Canyon/Goldeneye, Golden Valley/Spearhead, and Golden Valley/North Valleys High School.

CA Group was selected from the Qualified List for Traffic Engineering and Intelligent Transportation Systems Engineering Programs to perform engineering, construction management, and quality assurance. The complete scope of services is included in Exhibit A attached the Professional Services Agreement. CA Group's scope, schedule, and budget indicated the amount for design services is within the appropriated budget. While the schedule may fluctuate, the targeted schedule for these services is as follows:

- NTP: March 2024
- Preliminary Design: June 2024
- Final Design: January 2025
- Construction: June 2025 - August 2025

FISCAL IMPACT

Fuel tax appropriations are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

3/18/2022 Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc.(“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CA Group, Inc. from the Traffic Engineering and ITS Program shortlist to perform design and engineering during construction services in connection with the Eagle Canyon Safety and Operations Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

DesignServices (Tasks 1 to 7)	\$157,795.00
Design Contingency (Task 8)	\$15,000.00
Engineering During Construction (EDC) Services	\$110,404.00
<u>EDC Contingency</u>	<u>\$15,000.00</u>
Total Not-to-Exceed Amount	\$298,199.00

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

12.2. CONSULTANT' Project Manager is *** _____ *** 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
Sara Going, PE
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: sgoing@rtcwashoe.com
Phone: (775) 335-1897

CONSULTANT: David Dodson, PE
Project Manager
CA Group, Inc.
8630 Technology Way, Suite C
Reno, NV 89521
Email: david.dodson@c-agroup.com
Phone: (775) 393-0240

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, PE, Principal

Exhibit A

Scope of Services

EXHIBIT A-1

SCOPE OF SERVICES

INTRODUCTION

CONSULTANT will provide Engineering Design and Construction Administration Services for the Eagle Canyon Safety and Operations Project.

The project limits and anticipated improvements include:

- Eagle Canyon Drive/Richard Springs Boulevard - Construct median refuge island for crosswalk, evaluate RRFBs
- Eagle Canyon Drive/Eagle Canyon Park approach - Improve lighting, signing, and striping for a “High-T” merge
- Eagle Canyon Drive from Alena Way to West Calle de la Plata - Extend multi-use path
- Eagle Canyon Drive/Alena Way - RRFBs for crosswalk, improve striping on Alena Way approaches
- Eagle Canyon Drive/Goldeneye Parkway - Crosswalk RRFBs, lighting, remove extra crosswalk
- Golden Valley Road/Spearhead Way – Crosswalk RRFBs
- Golden Valley Road/North Valleys High School – Evaluate feasibility and determine if installation mid-block crosswalk with pedestrian warning flashers is appropriate; proceed with design dependent on feasibility determination

It is assumed that environmental clearance through NEPA will not be necessary.

The anticipated project schedule includes fifteen (15) months for preliminary design, final design, and right-of-way acquisition. Bidding Services, Contract Administration and Construction is anticipated to be four (4) months.

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

- Service Provider Agreement: February 2024
- NTP: March 2024
- 30% Design: May 2024
- 60% Design: June 2024
- 90% Design: September 2024
- 100%: January 2025
- Final Design: February 2025
- ROW Engineering: August 2024
- ROW Acquisition: September 2024 to May 2025
- Invitation to Bid: May 2025
- Construction: June 2025

The scope of services will generally consist of the following tasks:

1. PROJECT MANAGEMENT

1.1. Team and Project Management

CONSULTANT will provide project management services for the duration of the Eagle Canyon Safety and Operations Project including closeout activities; assumed to be nineteen (19) months total, March 2024 through August 2025. Once the project proceeds to construction, project management services will be performed under the Contract Administration task.

Project management includes project setup and administration, including preparation and execution of Subconsultant agreements; monthly budget monitoring and invoicing; monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget); risk management; preparation and monthly project schedule updates; management of Subconsultants, oversight of quality assurance on deliverables; file management; project closeout; and general project administration.

CONSULTANT Project Manager will serve as the Regional Transportation Commission (RTC)'s single point of contact and will have primary responsibility for coordinating the efforts of the project team and subconsultants.

1.2. Project Coordination and Meetings

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local, state, 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. CONSULTANT Project Manager will keep the RTC Project Manager informed of progress with bi-weekly informal briefings via email or phone call. The CONSULTANT Project Manager will coordinate with team leads to discuss the progress of the project and identify issues and action items to be addressed.

1.2.1. Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with the RTC and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. CONSULTANT will prepare a meeting agenda, take and distribute meeting minutes, and track concerns about the project from the attendees.

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

1.2.2. Project Management Team Meetings

CONSULTANT will facilitate monthly meetings with the RTC Project Manager to discuss the design progress; upcoming milestones; scope, schedule, and budget; risk status; key technical issues by discipline; and make informed decisions. This meeting will be facilitated by the CONSULTANT Project Manager and an agenda and meeting summary will be provided. A total of twelve (12) meetings are anticipated.

Deliverables - Meeting Invitation, Materials, Exhibits and Summaries

1.3. Design Schedule

CONSULTANT will prepare and maintain a project schedule and distribute updates on a monthly basis. The schedule will be reviewed with the RTC at monthly Project Management Team (PMT) meetings, with a focus on the upcoming 4-week look ahead, critical path activities, and schedule threats.

1.4. Constructability Reviews and Construction Schedules

CONSULTANT will provide an independent constructability review of the 60 Percent Design plans, an independent review of the 90 Percent Design plans, and provide a draft construction schedule at the 90 Percent Design submittal. Constructability reviews and updates to the draft construction schedule will be provided on the Final Design Submittals.

2. INVESTIGATION OF EXISTING CONDITIONS

2.1. Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing roadway and project site conditions during a one (1) day site visit.

CONSULTANT will document potential design constraints at each location (drainage, utility, landscape, aesthetics, etc.) and evaluate signing, lighting, striping, and approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider multi-modal improvements. CONSULTANT will review other field conditions as appropriate.

2.2. Topographic Survey

These services will not be provided at all locations. Topographic mapping and boundary for only the Eagle Canyon Drive from Alena Way to West Calle de la Plata multi-use path extension will be determined to meet design needs.

CONSULTANT will conduct field surveys and provide photogrammetric mapping and office support to produce topographic design surveys within the project area. The survey information will be provided for the full right-of-way width and/or limits of proposed construction. Aerial mapping will include the full length right-of-way corridor and/or proposed right-of-way

corridor and capture the full extent of parcels anticipated to be impacted.

All key existing features of the project site will include, but will not be limited to: centerline elevations; existing stripping; edge of pavement; curb, gutter, and sidewalks; ADA ramps; multi-use 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 and vaults; location, invert and rim elevations of storm drain inlets and catch basins; utility poles and anchors; fences; signs; existing survey monuments encountered; location of underground utility carsonite markers (if any); and any other key existing features.

CONSULTANT will perform minor supplemental field survey as necessary as design progresses.

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

Deliverables – Multi Use Path Extension Only: Color aerial imagery ortho photos compatible with both MicroStation and AutoCAD; topographic linework, existing ground surface including 3D breaklines; label callouts for rim and pipe inverts of storm drains, sewer systems, and other utilities; 1-foot existing ground contour intervals at a scale of 1" = 40' for a reasonable offset each side of right-of-way and beyond each of the project location limits.

2.3. Right-of-Way Mapping

For the Eagle Canyon Drive/Eagle Canyon Park approach, Eagle Canyon Drive/Alena Way approaches, Eagle Canyon Drive/Goldeneye Parkway approach, Golden Valley Road/Spearhead Way, and the Golden Valley Road/North Valleys High School locations CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. It is assumed that these locations will not require proposed right-of-way needs.

For the Eagle Canyon Drive/Richard Springs Boulevard location and for the Eagle Canyon Drive from Alena Way to West Calle de la Plata multi use path extension CONSULTANT will research ownerships and Assessor's Parcel Numbers (APNs) within the project limits, as well as obtain copies of any recorded maps and/or deeds that identify road rights-of-way and parcel boundary lines. Right-of-Way and property boundaries will be drafted from record descriptions and maps, search coordinates will be calculated for field boundary surveys, and field boundary surveys will be conducted on each affected parcel. This task includes post processing and reduction of field data and boundary resolution based upon field findings and record documents.

CONSULTANT will prepare right-of-way boundaries based on field survey ties for roadway centerline monuments, section corners, property corners, and highway right-of-way monuments. Field surveys to adequately locate existing parcel boundaries will include survey ties for roadway centerline monuments, boundary corners, and applicable public land survey monuments within the project limits.

The right-of-way will be shown on the project plans and used as the basis for Right-of-Way Engineering Services included in Task 6. Owners names an assessor's parcel numbers will be shown on the base mapping.

Deliverables – Eagle Canyon Drive/Richard Springs Boulevard Location and the Eagle Canyon Drive from Alena Way to West Calle de la Plata Multi Use Path Extension: Record Right-of-Way in Electronic CADD Format

2.4. 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 right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

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 ensure utilities likely affected by the project are drawn on the plans, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

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

3. PRELIMINARY STUDIES

3.1. Data Collection

CONSULTANT will obtain as-built data (hard copy, .pdf, and electronic CADD files) for the Eagle Canyon Safety and Operations Project limits from the RTC and Washoe County if available.

3.2. Design Criteria

CONSULTANT will develop design criteria for the project and will establish guidance 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 Device, 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Washoe County Standard Details
- Truckee Meadows Regional Drainage Manual, 4/30/2009 version
- NDOT Road Design Guide, 2019
- NDOT Stand Plans for Road and Bridge Construction, 2022
- NDOT Traffic SLI Design Guide, 2018
- NDOT Access Management System and Standards, 2017
- TRB Access Management Manual, Second Edition

Structural, Landscape and Aesthetic, and Erosion Control design is not anticipated.

CONSULTANT will review existing conditions for consistency with the agreed upon standards.

Deliverables – N/A

4. PRELIMINARY DESIGN

4.1. Drainage Analysis

CONSULTANT will conduct a drainage evaluation to provide the multi-use path extension along Eagle Canyon Drive from Alena Way to West Calle de la Plata protection from nuisance flows. It is anticipated that drainage features will consist of small ditches and field inlets with downdrains. Drainage facilities will be based on approximate sizing methods and will not be supported with hydrologic and hydraulic analyses.

The path will be constructed in a manner that will not obstruct the existing channel conveyance. Consequently, all offsite flows will be perpetuated, and no offsite hydrologic analysis will be necessary.

4.2. Lighting, Electrical and ITS Design

Electrical design will include new street lighting at Eagle Canyon Drive/Eagle Canyon Park approach and Eagle Canyon Drive/Goldeneye Parkway and RRFB's for Eagle Canyon Drive and Richard Springs Boulevard, Alena Way, Goldeneye Parkway, Spearhead Way, and at North Valleys High School; relocating, and/or removing the existing street lighting (if needed);

miscellaneous electrical connections; electrical service points for lighting; and coordination with NVE for any electrical utility relocations and any new service requirements (if needed). A shared use path will be extended from Alena Way to Calle de la Plata on Eagle Canyon. No new lighting is assumed along the multi-use path.

Lighting design will not be completed for the 30 Percent Design. Lighting design for the 60 Percent Design will be conceptual only. No detailed analysis will be completed at the 60 Percent Design for lighting.

The electrical design will include all necessary lighting, power locations, conduit, wiring, boxes, and electrical requirements for the lighting system and power distribution services. CONSULTANT will provide associated electrical schedules and lighting/electrical calculations.

4.3. 30 Percent Design

CONSULTANT will prepare a 30 Percent Design roll plot submittal focusing on the multi-use path location improvements only. The roll plot will be designed in accordance with design criteria developed in Task 3.2. CONSULTANT will prepare a list of the exceptions (if any) identifying limits, standards, and potential mitigations.

The design roll plot will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, typical sections, and construction limits.

4.4. 30 Percent Design Submittal

CONSULTANT will submit the 30 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 30 Percent Design roll plot, Design Exception Summary (if necessary)
- 1 Electronic Distribution of Review and Comment Form

Washoe County:

- 1 Electronic Distribution 30 Percent Design roll plot, Design Exception Summary (if necessary)
- 1 Electronic Distribution of Review and Comment Form

Utility Agencies:

- 1 Electronic 30 Percent Design roll plot
- 1 Electronic Distribution of Review and Comment Form

4.5. 30 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 30 Percent Design. CONSULTANT will consolidate and provide responses to the 30 Percent Design plan review comments with the 60 Percent Design deliverables.

4.6. 60 Percent Design

Incorporating agency comments from the 30 Percent Design review, CONSULTANT will advance the design and prepare 60 Percent Design plans, a corresponding 60 Percent Design preliminary engineer's estimate, and an outline of the 60 Percent Design technical specifications.

Design Plans will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, typical sections, and construction limits.

The 30 Percent Design submittal will be advanced to the 60 Percent level of detail.

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 60 Percent Design submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps (4)

Typical Section Sheets (1)

- As-constructed and proposed improvement typical sections
- Minimum and maximum multi-use-path widths
- Preliminary multi-use-path designs
- Removal limits
- Pavement section depths

Roadway Plan Sheets (9)

- Survey control points, Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves (multi-use path only)
- Preliminary locations for new curbs, gutters, and sidewalk
- Preliminary multi-use-path widths
- Existing right-of way-limits
- Proposed signing and striping detailing sign type and location, lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
- Existing Utilities and Proposed Utility adjustments/relocations needed

Removals (3)

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations

ITS (5)

- Proposed RRFBS locations and layout

Approximately 23 Sheets Total.

Exclusions from the 60 Percent Design:

- Survey Control Sheets will not be prepared
- Roadway Profile Sheets will not be prepared
- Geometric Control and Grading Sheets will not be prepared
- Superelevation diagrams will not be prepared
- Drainage Detail Sheets 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
- Retaining Wall and Soundwall Sheets will not be prepared
- Lighting Sheets will not be prepared
- Signing and ITS Schedule Sheets will not be prepared
- Detailed analysis for electrical will not be completed
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Signal Sheets and Traffic Signal Interconnect Sheets will not be prepared
- Structural Sheets will not be prepared
- Cross sections will not be prepared

4.7. 60 Percent Cost Estimate and Technical Specification Outline

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

The RTC will provide CONSULTANT the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book.

CONSULTANT will prepare 60 Percent Design technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

4.8. 60 Percent Design Submittal

CONSULTANT will submit the 60 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution of full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

4.9. 60 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 60 Percent Design. CONSULTANT will consolidate and provide responses to the 60 Percent Design plan review comments with the 90 Percent Design deliverables.

5. FINAL DESIGN

5.1. Lighting, Electrical, and ITS

CONSULTANT will advance these miscellaneous designs to 90 Percent Design, 100 Percent

Design, and Final Design in conjunction with other disciplines and incorporating input from the RTC and Washoe County.

5.2. 90 Percent Design

Incorporating agency comments from the 60 Percent Design review, CONSULTANT will advance the design and prepare 90 Percent Design plans, a corresponding 90 Percent preliminary engineer's estimate, and 90 Percent technical specifications.

Design Plans will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, typical sections, and construction limits.

The Draft Technical Drainage Report will be updated as the design progresses. Review comments received from the 60 Percent Design will be incorporated and a Final Technical Drainage Report will be prepared for the 90 Percent Design submittal.

Plan sheets included in the 60 Percent Design submittal will be advanced to the 90 Percent Design level of detail.

Sheets to be included are:

Title Sheet (1)

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps (4)

Typical Section Sheets (1)

- As-constructed and proposed improvement typical sections
- Minimum and maximum multi-use-path widths
- Preliminary multi-use-path designs
- Removal limits
- Pavement section depths
- Existing right-of-way limits
- Proposed right-of-way limits

Removals (3)

- Removal Limits, including existing roadway, signs, drainage, etc.

Roadway Plan Sheets (9)

- Survey control points, Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves (multi-use path only)
- locations for new curbs, gutters, and sidewalk
- Multi-use-path widths

- Proposed signing and striping detailing sign type and location, lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
- Existing Utilities and Proposed Utility adjustments/relocations needed
- Existing right-of-way limits
- Proposed right-of-way limits

Additional sheets not included in Preliminary Design are:

- Signing and Striping Details (2)
- ITS Sheets (6)
- Lighting and Electrical Sheets (5)
- Misc Detail Sheets (2)

Approximately 33 Sheets Total.

Exclusions from the 90 Percent Design:

- Survey Control Sheets will not be prepared
- Roadway Profile Sheets will not be prepared
- Geometric Control and Grading Sheets will not be prepared
- Superelevation diagrams will not be prepared
- Drainage Detail Sheets 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
- Retaining Wall and Soundwall Sheets will not be prepared
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Signal Sheets, Traffic Signal Interconnect Sheets will not be prepared
- Structural Sheets will not be prepared
- Cross sections will not be prepared

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 90 Percent Design.

5.3. 90 Percent 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 Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

5.4. 90 Percent Design Submittal

CONSULTANT will submit the 90 Percent Design as summarized:

RTC:

- 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
- 1 Electronic Distribution of full version of Final Hydraulic Report; full version of Final Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

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 of full version of Final Hydraulic Report; full version of Final Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

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)

5.5. 90 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 90 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

5.6. 100 Percent Design

Incorporating agency comments from the 90 Percent Design review, CONSULTANT will advance the design and prepare 100 Percent Design plans, engineer's estimate, and technical specifications. CONSULTANT will submit 100 Percent Design plans, specifications and engineer's estimate to RTC, 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.

5.7. 100 Percent 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.

5.8. 100 Percent Design Submittal

CONSULTANT will submit the 100 Percent Design as summarized:

RTC:

- 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 Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 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)

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)

5.9. 100 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 100 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

5.10. 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.

6. RIGHT-OF-WAY ENGINEERING

6.1. Right-Of-Way Engineering

It is estimated up to five (5) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements.

It is anticipated that early acquisition activities of up to four (4) parcels may be necessary. Upon completion of the 30 Percent Design CONSULTANT will present the preliminary existing right-of-way impacts and affected parcels. These locations will be discussed during the 30% comment resolution meeting and upon RTC direction CONSULTANT will proceed with ordering Title Reports for each affected parcel.

Upon completion of the 60 Percent Design CONSULTANT will present the final proposed right-of-way needs to the RTC in a right-of-way setting meeting for concurrence. CONSULTANT will prepare the necessary legal descriptions and exhibit maps of individual affected parcels. CONSULTANT will obtain Title Reports and updates as required and will invoice the RTC for these items as reimbursable expenses.

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

Deliverables – Title Reports, Legal Descriptions & Exhibit Maps for up to five (5) affected parcels.

7. BIDDING SERVICES

7.1. Bidding Services

CONSULTANT will be available during the bidding process to respond to Requests for Information (RFIs) and will attend the RTC hosted pre-bid meeting. All questions and responses will be documented and provided to the RTC, and prepare and provide any addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the RTC. CONSULTANT will prepare and provide a summary of the pre-bid meeting, as directed by the RTC.

CONSULTANT will attend the bid opening, review the bids received for irregularities, and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet 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.

Deliverables – Pre-Bid meeting minutes, bid review tabulation, conformed set of design plans and specifications

8. DESIGN CONTINGENCY (OPTIONAL)

8.1. Design Contingency

This is a contingency for miscellaneous increases within the scope of this contract in performance of services under Task 1 through Task 7. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 1 through Task 7, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

9. CONTRACT ADMINISTRATION (OPTIONAL)

9.1. Engineering Services During Construction (EDC)

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

- Construction Engineering Support. The CONSULTANT will respond to Contractor inquiries through RTC requests. The CONSULTANT will prepare drawings and review change orders requested by the RTC. In addition, the CONSULTANT will make field visits, as necessary, to answer questions regarding the ongoing construction activities.
- Construction Geotechnical Support. The CONSULTANT will periodically observe soil conditions encountered during excavations and drilling including at retaining wall footings, excavation locations, and subgrade preparation, as required, for conformance to the project Plans and Specifications. The CONSULTANT will respond to Request for Information items and prepare reports detailing site visits and other geotechnical services.

9.2. Contract Administration

CONSULTANT shall provide contract administration services as follows:

- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress

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

9.3. Construction Surveying

For the Eagle Canyon Drive/Richard Springs Boulevard location and for the Eagle Canyon Drive from Alena Way to West Calle de la Plata multi use path extension CONSULTANT will provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits
- One set of offset stakes for storm drain, water, sanitary sewer, and conduit alignments, head walls, traffic signals improvements, and utility pull boxes and vaults
- One set of red tops at 50 feet centers for sub grade preparation
- One set of final curb and gutter, sidewalk, pedestrian ramps, and roadway centerline finish grades stakes at 50-foot stations and 25-foot stations at returns
- Roadway monuments, referenced in four directions

9.4. Inspection

CONSULTANT will provide one full time inspector during all construction activities. A sixty (60) working day contract period is anticipated with thirty (30) days at 10-hour work days and thirty (30) days at 5-hour work days. This inspector will:

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

CONSULTANT will provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 470 hours of field inspection is anticipated.

9.5. Materials Testing

9.5.1. Materials Testing

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

9.5.2. AC Plant Inspection and Testing

CONSULTANT will provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 10 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

9.5.3. Asphalt Cement Testing

CONSULTANT will provide asphalt cement testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory or testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.

9.5.4. On-site Nuclear Gauge Testing and Sampling

CONSULTANT will provide on-site nuclear gauge testing and sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing and sampling for plantmix bituminous pavement placement, and on-site PCC testing and sampling, 30 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

9.5.5. Plantmix Bituminous Pavement Testing

CONSULTANT will provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow and stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.

9.5.6. Plantmix Bituminous Pavement Coring

CONSULTANT will provide plantmix bituminous pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

10. RECORD INFORMATION (OPTIONAL)

10.1. Record Information

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

CONSULTANT will provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file .pdf format, will be provided to the RTC for its files and distribution to Washoe County. The .pdf file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. CONSULTANT may either provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings or provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

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

11. CONSTRUCTION CONTINGENCY (OPTIONAL)

11.1. Construction Contingency

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 9 and Task 10. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 9 and Task 10, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

Exhibit B

Compensation

SCHEDULE OF MANHOURS AND PRICES

Eagle Canyon Safety and Operations Project

Tasks					
Task No.	Description	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs
1.0	PROJECT MANAGEMENT	58	\$15,950		
1.1	Team and Project Management	24	\$7,080		
1.2	Project Coordination and Meetings	0	\$0		
1.2.1	Project Kickoff Meeting	6	\$1,310		
1.2.2	Project Management Team Meetings (12)	12	\$3,540		
1.3	Design Schedule	4	\$1,180		
1.4	Constructability Reviews and Construction Schedules	12	\$2,840		
2.0	INVESTIGATION OF EXISTING CONDITIONS	47	\$9,025	\$10,600	
2.1	Condition Survey	6	\$1,310		
2.2	Topographic Survey	0	\$0	\$7,710	
2.3	Right-of-Way Mapping	4	\$680	\$2,890	
2.4	Subsurface Utilities	37	\$7,035		
3.0	PRELIMINARY STUDIES	16	\$2,660		
3.4	Data Collection	6	\$770		
3.2	Design Criteria	10	\$1,890		
4.0	PRELIMINARY DESIGN	218	\$37,280	\$3,600	\$200
4.1	Drainage Analysis	0	\$0		
4.2	Lighting and Electrical Design	0	\$0	\$3,600	
4.3	30 Percent Design	52	\$8,470		
4.4	30 Percent Design Submittal	9	\$1,735		\$100
4.5	30 Percent Design Review Comment Resolution	12	\$2,620		
4.6	60 Percent Design	106	\$17,210		
4.7	60 Percent Cost Estimate and Technical Specification Outline	17	\$3,095		
4.8	60 Percent Design Submittal	9	\$1,735		\$100
4.9	60 Percent Design Review Comment Resolution	13	\$2,415		
5.0	FINAL DESIGN	280	\$49,420	\$16,800	\$300
5.2	Lighting and Electrical Design Design	0	\$0	\$16,800	
5.3	90 Percent Design	98	\$16,130		
5.4	90 Percent Cost Estimate and Technical Specifications	40	\$8,040		
5.5	90 Percent Design Submittal	9	\$1,735		\$100
5.6	90 Percent Design Review Comment Resolution	9	\$1,735		
5.7	100 Percent Design	56	\$9,170		
5.8	100 Percent Cost Estimate and Technical Specifications	25	\$4,535		
5.9	100 Percent Design Submittal	9	\$1,735		\$100
5.10	100 Percent Design Review Comment Resolution	17	\$3,475		
5.11	Final Design	17	\$2,865		\$100
6.0	RIGHT-OF-WAY ENGINEERING	0	\$0	\$8,050	
6.1	Right-Of-Way Engineering	0	\$0	\$8,050	
7.0	BIDDING SERVICES	14	\$2,710	\$1,200	
7.1	Bidding Services	14	\$2,710	\$1,200	
8.0	DESIGN CONTINGENCY (OPTIONAL)	75	\$15,000		
8.1	Design Contingency	75	\$15,000		
9.0	CONTRACT ADMINISTRATION (OPTIONAL)	538	\$84,154	\$24,220	
9.1	Engineering Services During Construction (EDC)	20	\$3,260	\$2,400	
9.2	Contract Administration	48	\$12,744		
9.3	Construction Surveying	0	\$0	\$6,820	
9.4	Inspection	470	\$68,150		
9.5	Materials Testing	0	\$0	\$15,000	
10.0	RECORD INFORMATION (OPTIONAL)	10	\$2,030		
10.1	Record Information	10	\$2,030		
11.0	CONSTRUCTION CONTINGENCY (OPTIONAL)	75	\$15,000		
11.1	Construction Contingency	75	\$15,000		
	Total Labor	1331	\$233,229		
	Total Labor Cost		\$233,229		
	Total Direct Cost			\$64,470	\$500
	Total (Rounded)				\$298,199

SCOPE CONTRACT SUMMARY	
Total Design Services (Task 1 - 7)	\$157,795
Optional Design Services and Contingency (Task 8)	\$15,000
Total Optional Contract Administration Services (Task 9 - 10)	\$110,404
Contract Administration Contingency (Task 11)	\$15,000
Total Estimated Services:	\$298,199

SCHEDULE OF MANHOURS AND PRICES

Eagle Canyon Safety and Operations Project

Project Billing Rates		\$295.00	\$265.00	\$215.00	\$170.00	\$130.00	\$180.00	\$60.00	\$220.00	\$105.00	\$90.00	\$145.00					
		David Dodson	Paul Frost, Pete Booth, Chuck Joseph	Hoang Hoag, Vinay Virupaksha, Sriram Bala, Arvid Handigard	Trevor Howard, Ancila Kaiparambil	Rani Tariq, Tanner Richardson	Steve Bird, Jim Cerrigoli, Jamie Fuller Dunn	Kaleb Anson/Emily Frost	Andrea Engleman	Alyssa Young	Tammy Michels	Mark Cooper					
Tasks																	
Task No.	Description	Project Manager	Design Lead / Quality Lead / RE	Senior Engineer	Engineer	Engineering Intern	Senior Designer	Intern	Outreach Lead	Technical Writer	Admin	Construction Inspector	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs	Comments
1.0	PROJECT MANAGEMENT	42	8	0	0	0	8	0	0	0	0	0	58	\$15,950	\$0	\$0	
1.1	Team and Project Management	24											24	\$7,080			
1.2	Project Coordination and Meetings												0	\$0			
1.2.1	Project Kickoff Meeting	2					4						6	\$1,310			
1.2.2	Project Management Team Meetings (12)	12											12	\$3,540			
1.3	Design Schedule	4											4	\$1,180			
1.4	Constructability Reviews and Construction Schedules		8				4						12	\$2,840			
2.0	INVESTIGATION OF EXISTING CONDITIONS	3	4	0	12	0	28	0	0	0	0	0	47	\$9,025	\$10,600	\$0	
2.1	Condition Survey	2					4						6	\$1,310			Assume quarter day for PM, 2 CA Group staff
2.2	Topographic Survey												0	\$0	\$7,710		Multi Use Path location only
2.3	Right-of-Way Mapping				4								4	\$680	\$2,890		Multi Use Path and Eagle Canyon Drive/Richard Springs Boulevard location only
2.4	Subsurface Utilities	1	4		8		24						37	\$7,035			
3.0	PRELIMINARY STUDIES	0	4	0	8	0	0	4	0	0	0	0	16	\$2,660	\$0	\$0	
3.4	Data Collection		2					4					6	\$770			
3.2	Design Criteria		2		8								10	\$1,890			
4.0	PRELIMINARY DESIGN	14	0	10	56	24	96	18	0	0	0	0	218	\$37,280	\$3,600	\$200	
4.1	Drainage Analysis												0	\$0			
4.2	Lighting and Electrical Design												0	\$0	\$3,600		
4.3	30 Percent Design	2	0	4	14	8	18	6					52	\$8,470			
4.4	30 Percent Design Submittal	1					8						9	\$1,735		\$100	
4.5	30 Percent Design Review Comment Resolution	4					8						12	\$2,620			
4.6	60 Percent Design	4	0	6	30	16	38	12					106	\$17,210			
4.7	60 Percent Cost Estimate and Technical Specification Outline	1			8		8						17	\$3,095			
4.8	60 Percent Design Submittal	1					8						9	\$1,735		\$100	
4.9	60 Percent Design Review Comment Resolution	1			4		8						13	\$2,415			
5.0	FINAL DESIGN	20	4	12	68	24	134	18	0	0	0	0	280	\$49,420	\$16,800	\$300	
5.2	Lighting and Electrical Design Design												0	\$0	\$16,800		
5.3	90 Percent Design	4	0	6	28	14	36	10					98	\$16,130			
5.4	90 Percent Cost Estimate and Technical Specifications	8			8		24						40	\$8,040			
5.5	90 Percent Design Submittal	1					8						9	\$1,735		\$100	
5.6	90 Percent Design Review Comment Resolution	1					8						9	\$1,735			
5.7	100 Percent Design	2	0	4	16	8	20	6					56	\$9,170			
5.8	100 Percent Cost Estimate and Technical Specifications	1			8		16						25	\$4,535			
5.9	100 Percent Design Submittal	1					8						9	\$1,735		\$100	
5.10	100 Percent Design Review Comment Resolution	1	4		4		8						17	\$3,475			
5.11	Final Design	1	0	2	4	2	6	2					17	\$2,865		\$100	
6.0	RIGHT-OF-WAY ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$8,050	\$0	
6.1	Right-Of-Way Engineering												0	\$0	\$8,050		Multi Use Path and Eagle Canyon Drive/Richard Springs Boulevard location only
7.0	BIDDING SERVICES	2	0	0	4	0	8	0	0	0	0	0	14	\$2,710	\$1,200	\$0	
7.1	Bidding Services	2			4		8						14	\$2,710	\$1,200		
8.0	DESIGN CONTINGENCY (OPTIONAL)	10	10	10	10	15	20	0	0	0	0	0	75	\$15,000	\$0	\$0	
8.1	Design Contingency	10	10	10	10	15	20						75	\$15,000			
9.0	CONTRACT ADMINISTRATION (OPTIONAL)	8	44	0	0	16	0	0	0	0	0	470	538	\$84,154	\$24,220	\$0	
9.1	Engineering Services During Construction (EDC)	4				16							20	\$3,260	\$2,400		
9.2	Contract Administration	4	44										48	\$12,744			Assuming RE half day a week
9.3	Construction Surveying												0	\$0	\$6,820		Multi Use Path and Eagle Canyon Drive/Richard Springs Boulevard location only
9.4	Inspection											470	470	\$68,150			60 working days, plus ramp up and close out, full time inspection for 40 days, half time for 20 days
9.5	Materials Testing												0	\$0	\$15,000		
10.0	RECORD INFORMATION (OPTIONAL)	2	0	0	0	0	8	0	0	0	0	0	10	\$2,030	\$0	\$0	
10.1	Record Information	2					8						10	\$2,030			
11.0	CONSTRUCTION CONTINGENCY (OPTIONAL)	10	10	10	10	15	20	0	0	0	0	0	75	\$15,000	\$0	\$0	
11.1	Construction Contingency	10	10	10	10	15	20						75	\$15,000			
	Total Labor	111	84	42	168	94	322	40	0	0	0	470	1331	\$233,229			
	Total Labor Cost	\$32,745	\$22,164	\$9,030	\$28,560	\$12,220	\$57,960	\$2,400	\$0	\$0	\$0	\$68,150		\$233,229			
	Total Direct Cost														\$64,470	\$500	
	Total (Rounded)																\$298,199

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Senior/Disabled Transportation Program funding agreements for FFY24-FFY25

RECOMMENDED ACTION

Approve four Senior/Disabled Transportation Program funding agreements totaling \$679,273.20, in amounts not-to-exceed \$360,886.30 for Access to Healthcare Network; \$136,717.40 for Neighbor Network of Northern Nevada; \$118,057 for the University of Nevada Reno, Senior Outreach Services; and \$63,612.50 for Volunteers of America.

BACKGROUND AND DISCUSSION

As reported to the Board at its December 15 meeting, RTC announced a Call for Projects on December 18 with applications due on January 17 for projects to provide transportation improvements for seniors and people with disabilities.

These projects were previously funded by Federal Transit Administration Section 5310 dollars but in response to a commonly expressed need from the community for desired funding flexibility, RTC made the equivalent §5310 funding appropriations available in sales tax funds for distribution to support local projects. This change alleviates the more restrictive barriers required by federal funding regulations, and provides increased flexibility and operating dollars for local programs. RTC will then use the federal dollars from Section 5310 internally primarily for vehicle purchases so that no federal funds are lost to the region.

The Call for Projects allowed for up to a two (2)-year funding agreement encompassing federal fiscal years 2024-2025. A maximum of \$1,151,752 in sales tax funding is available and is determined based upon Federal Transit Administration (FTA) §5310 appropriations.

A total of five projects applications were received. One proposal was withdrawn, and the remaining four projects are being funded in their entirety as follows:

- Access to Healthcare Network (AHN) (\$360,886.30) – (Existing Program). Funds a two-year program effective October 1, 2023 – September 30, 2025 for the continued operation of AHN’s Non-Emergency Medical Transportation Program including capital to continue the dispatch Transportation Hotline; plus, direct operating costs associated with 2 full time drivers to provide a projected 15,152 non-emergency medical related transportation trips annually.
- Neighbor Network of Northern Nevada (N4) (\$136,717.40) – (Existing Program). Funds a one-year program effective October 1, 2024 – September 30, 2025 allowing AHN to fully exhaust all remaining previously awarded federal §5310 funding. The N4 proposal includes capital funding to continue user-side subsidy program to provide approximately 696 vouchers to disabled individuals and elders aged 60+, applied directly to a participant's Lyft account, and operating funds to support the voucher program. This project will provide an estimated 5,568 trips annually.
- University of Nevada Reno, Senior Outreach Service (SOS) (\$118,057) – (Existing Program). Funds a one-year program effective October 1, 2024 – September 30, 2025 allowing SOS to fully exhaust all remaining previously awarded federal §5310 funding. This project provides transportation services for adults over 60 years old who are frail, homebound and low-income residents of Washoe County with limited access to other transportation options. Transportation will be provided by trained volunteer drivers utilizing their personal vehicles, and a paid part-time employee expanding the use of a currently owned wheelchair-accessible vehicle. An estimated 1,920 trips are projected to be provided annually which is a projected increase of 25%, as the agency still recovers from COVID.
- Volunteers of America (VOA) (\$63,612.50) – (Existing Program). Funds a one-year program effective October 1, 2024 – September 30, 2025 allowing VOA to fully exhaust all remaining previously awarded federal §5310 funding. This project provides direct operating funds to provide transportation specifically for senior/disabled clients at its Nevada CARES Campus and Shelter. Vital transportation for shelter clients is provided M-Sat 8a-7p to services at the DMV, Social Security, St. Mary’s and Renown Hospitals, WellCare, West Hills Hospital, Reno Behavioral Health, Northern Nevada Hopes, Community Health Alliance, and Reno Housing Authority among others. Transportation is provided free of charge and assists clients with specific appointment drop/off and pick-ups for medical appointments, employment interviews and housing opportunities. An estimated 6,250 trips are projected to be provided annually to an estimated 3,300 seniors and individuals with disabilities.

Remaining sales tax equivalent funds in the amount of \$472,478.80, will be available during the next round of funding.

FISCAL IMPACT

Funding appropriations equivalent to RTC's Section 5310 appropriation are available in sales tax funds in RTC's FY2024 budget for distribution to support local projects.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

SENIOR/DISABLED TRANSPORTATION PROGRAM FUNDING AGREEMENT

This agreement (the “Agreement”) is dated and effective as of October 1, 2023 by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Access to Healthcare Network, a Domestic Non-Profit Corporation authorized to do business in the State of Nevada (“RECIPIENT”).

WITNESSETH:

WHEREAS, RTC has been designated as the agency to receive and administer federal funds under the 49 USC 5310 Federal Transit Administration (“FTA”) Formula Grant Program (the “5310 Program”); and

WHEREAS, as provided in NRS 377A.080, RTC may appropriate certain money in the public transit fund to provide transportation or to support agencies which are providing transportation for the elderly and persons with disabilities, if the services are consistent with the regional transportation plan; and

WHEREAS, RTC is allocating sales tax dollars equivalent to the annual appropriations it receives under the 5310 Program (“5310 Equivalent Funds”) to support private non-profit organizations, certain public bodies, Indian reservations and colonies, and operators of public transportation services which provide transportation for the elderly and persons with disabilities (the “5310 Equivalent Program”); and

WHEREAS, RECIPIENT is a Nevada Domestic Non-Profit Corporation eligible to receive 5310 Equivalent Funds; and

WHEREAS, RTC has accepted a project application developed by RECIPIENT that has been selected for 5310 Equivalent Funds; and

WHEREAS, RECIPIENT and RTC are entering into this agreement to define the responsibilities of the parties.

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - SCOPE OF SERVICE

1. RECIPIENT has agreed to implement the Access to Healthcare Network’s Non-Emergency Medical Transportation Program (“PROJECT”), subject to the terms and conditions of this Agreement, which includes the Project Application, attached as Attachment A. The attached Project Application is inclusive of the Applicant Information, Project Understanding, and Budget Request.

2. RECIPIENT shall be the Program Administrator for the PROJECT. It shall: contribute matching funds; complete and provide required deliverables; provide required reporting to the RTC; prepare billing requests for funds from the RTC; maintain required files; and administer the PROJECT according to the Project Application attached as Attachment A.
3. Site visits will be conducted once a year, at a minimum. Additional site visits will be performed as deemed necessary by RTC. The RTC project manager will contact RECIPIENT to schedule a site visit within one month after contract execution.

ARTICLE II - COST

1. The 5310 Equivalent Program is a reimbursable program for operating and/or capital funds, and requires a matching percentage to be contributed to the PROJECT by RECIPIENT.
2. The total operating PROJECT cost of this Agreement is Four Hundred Twenty-One Thousand, Four Hundred Ninety-Nine Dollars and No/100 (\$421,499.00). The maximum reimbursement of 5310 Equivalent Funds for the period of October 1, 2023 through September 30, 2025 for operating costs shall not exceed the sum of Two Hundred Ten Thousand Seven Hundred Forty-Nine Dollars and Fifty Cents (\$210,749.50). RTC will not make any payments for reimbursement of the PROJECT unless funding from the 5310 Program or other eligible federal funds are appropriated to RTC. The remaining fifty percent (50%) or Two Hundred Ten Thousand Seven Hundred Forty-Nine Dollars and Fifty Cents (\$210,749.50) required operating match will be provided by RECIPIENT. Operating costs include management/office personnel salaries, insurance, office expenses, facilities rental, marketing/promotion, driver and dispatcher salaries, maintenance and repair, fuel, garage rental and operating supplies, and other costs approved by RTC.
3. RECIPIENT agrees to be responsible for the fifty percent (50%) operating match on each submitted invoice, and can use eligible federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions can be used for match as long as the value of each is documented and supported, and represents a cost which would otherwise be eligible under this Agreement. See Appendix B of Project Application, Required Certifications, Local Share Certification Form.
4. This project qualifies for capital funding for the Dispatch Hotline including Mobility Management. The total capital PROJECT cost of this capital portion is One Hundred Eighty Seven Thousand Six Hundred Seventy-One Dollars and no/100 (\$187,671.00). The maximum reimbursement of 5310 Equivalent Funds for the period of October 1, 2023 through September 30, 2025 for capital costs shall not exceed the sum of One Hundred Fifty Thousand One Hundred Thirty-Six Dollars and Eighty Cents (\$150,136.80). The RTC will not make any payments for reimbursement for the PROJECT unless funding from the 5310 Program or other eligible federal funds are appropriated to the RTC. The remaining twenty percent (20%) or Thirty Seven Thousand Five Hundred Thirty-Four Dollars and Twenty Cents (\$37,534.20) required capital match will be provided by RECIPIENT.

5. RECIPIENT agrees to be responsible for the twenty percent (20%) capital match on each submitted invoice, and can use eligible federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions can be used for match as long as the value of each is documented and supported, and represents a cost which would otherwise be eligible under this Agreement. See Appendix B of Project Application, Required Certifications, Local Share Certification Form.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall commence on October 1, 2023 and shall run through and include September 30, 2025.
3. RECIPIENT shall provide its passengers and employees with a complaint resolution process approved by RTC.
4. RECIPIENT shall provide RTC, on a quarterly basis, with a written PROJECT Milestone Progress Report in a form provided by RTC detailing any changes or additions to the PROJECT.
5. RECIPIENT shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of RTC. Upon RECIPIENT's receipt of RTC's written approval to assign or subcontract any of the work performed under this Agreement, RECIPIENT will provide RTC with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of RTC, shall be unauthorized and may affect the reimbursement of funds.

ARTICLE IV - SCHEDULE OF PAYMENTS

1. In consideration of RECIPIENT's continuous and satisfactory performance of its duties required under this Agreement, RTC shall reimburse RECIPIENT, upon RTC's receipt and approval of an appropriate invoice that is supported by true and factual expense documentation. Invoices must be submitted on RECIPIENT's stationery using RTC's format or submitted on RTC's standard invoice form. RTC's obligation to reimburse RECIPIENT is expressly conditioned upon RTC's receipt of such funds contemplated under the 5310 Equivalent Program for this Agreement and RTC shall have no obligation to reimburse RECIPIENT from any other funds available to RTC.
2. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. RECIPIENT's invoices must be submitted within fifteen (15) days from the end of each thirty (30) day billing cycle. Invoices received after fifteen (15) days will be evaluated by RTC on a case-by-case basis for payment.
3. RTC shall utilize its normal accounting procedure in the payment of the invoices submitted, and disburse funds to RECIPIENT as promptly as RTC's fiscal procedures allow.

4. Monthly reporting is required to accompany the invoice for all reimbursement costs. The monthly report shall include, may not be limited to, detailed labor cost, services cost, materials and supplies cost, maintenance cost, daily transportation logs, vehicle maintenance records, volunteer hours log, volunteer name. *(Please disregard any aforementioned items that do not pertain to your project).*

ARTICLE V - RECORDS AND REPORTS

1. RECIPIENT and its contractors shall establish and maintain, separate accounts for the PROJECT. Except as provided below, RECIPIENT and its contractors shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by RTC for a period of not less than three years after the date of termination or expiration of this Agreement. In the event of litigation or claims arising from the performance of this Agreement, RECIPIENT and its contractors shall maintain the PROJECT accounts until RTC, has disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.
2. The separate PROJECT accounts required to be kept by RECIPIENT and its contractors shall identify and include the costs per passenger trip, hours of operation, additional operating expenses, and the matching sources, as required.
3. All charges to the separate PROJECT accounts shall be supported by properly executed invoices, contracts or vouchers that document the nature and propriety of the charges. Documentation to support the invoice is required in accordance with the rules and regulations of RTC.
4. RECIPIENT shall advise the RTC regarding the progress of the PROJECT at such times and in such manner as the RTC may require, including, but not limited to meetings and interim reports. RECIPIENT shall submit as may be required by the RTC, financial statements to include documented match of in-kind contributions, records, contracts and other data related to the PROJECT, as the RTC, in its sole discretion, deems necessary.

ARTICLE VI - TERMINATION

1. Except as otherwise provided in this Agreement, this Agreement may be terminated upon thirty (30) days written notice, given in accordance with this Agreement, upon (a) mutual consent of both parties; or (b) unilaterally by either party for cause. In the event of termination per this section, RTC shall only be liable to reimburse for services performed in accordance with the standards of this Agreement performed to the effective termination date.
2. If, at the expiration and/or termination of this Agreement, RECIPIENT has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under the terms of this Agreement, RECIPIENT shall be liable to and shall pay RTC the amount of the excess funds. Payment shall be made by RECIPIENT to the RTC within thirty (30) days of the expiration and/or termination of this Agreement.

3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available to RTC by the FTA under the 5310 Program. The RTC shall terminate this Agreement if, for any reason: (a) RTC's funding from local and/or federal sources is not appropriated or is withdrawn, limited or impaired; or (b) RECIPIENT's funding is not appropriated or is withdrawn, limited or impaired. Under said circumstances, RECIPIENT waives any claim for damages resulting from the termination and, in this instance, termination shall be effective immediately upon receipt of notice.
4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:
 - a. If RECIPIENT and/or its contractor fails to provide or satisfactorily performs any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within written extension of those time constraints; or
 - b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by RECIPIENT to provide the goods or services required by this Agreement is for any reason denied, revoked, excluded, terminated, suspended, lapsed or not renewed; or
 - c. If RECIPIENT becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
 - e. If it is found by RTC that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by RECIPIENT, or any agent or representative of RECIPIENT, to any officer or employee of RTC with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.
5. Opportunity to Cure: RTC shall, in the first instance, allow RECIPIENT thirty (30) days in which to cure a breach or default. The written notice of termination shall set forth the nature of said breach or default and the action deemed necessary for RECIPIENT to cure. Should RECIPIENT fail to cure said breach or default to the satisfaction of RTC within the time allowed, this Agreement shall automatically terminate unless RTC waives its remedy pursuant to subsection 7, below. In the event of termination, RTC will have no further obligation to RECIPIENT. Any such termination for breach or default shall not

preclude RTC from also pursuing all other available remedies against RECIPIENT and its sureties for said breach or default.

6. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of RECIPIENT, and all monies have been spent, according to this Agreement, and the final payment made, this Agreement shall be deemed to have terminated.
7. Waiver of Remedies for any Breach or Default: In the event that RTC elects to waive its remedies for any breach or default by RECIPIENT of any covenant, term or condition of this Agreement, such waiver by RTC shall not limit RTC's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement. Any waiver must be in writing.

ARTICLE VII – AUDIT & CLOSEOUT

1. RTC shall initiate closeout activities after approved RECIPIENT activities are completed, funds are expended and reimbursement has been received.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Debarment and/or Suspension: RECIPIENT certifies 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 agency or RTC.
 - b. ADA: RECIPIENT shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.
 - c. Civil Rights: RECIPIENT shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
2. RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Nondiscrimination: RECIPIENT, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including

procurement of materials and leases of equipment. RECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- b. Information and Reports: RECIPIENT shall provide all information and reports required by the RTC, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by RTC to be pertinent to ascertain compliance with such directives.
 - c. Sanctions for Noncompliance: In the event of RECIPIENT's noncompliance with the nondiscrimination provisions of this Agreement, RTC shall impose such agreement sanctions as it may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to RECIPIENT under this Agreement until RECIPIENT complies, and/or
 2. Cancellation, termination or suspension of this Agreement, in whole or in part. A cancellation or termination of this Agreement pursuant to this subsection shall not be subject to the Opportunity to Cure.
 - d. Agreements with subcontractors will include provisions making all subcontractor records available for audit by RTC.
 - e. Incorporation of Provisions: RECIPIENT will include the provisions of Paragraphs (a) through (e) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.
3. RECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner effecting the performance of this Agreement, including without limitation, workers' compensation laws, licensing laws and regulations.
 4. RECIPIENT shall obtain all types and amounts of insurance set forth in Attachment B, and shall comply with all provisions set forth therein. RECIPIENT shall not perform 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.
 5. RECIPIENT agrees to provide indemnification set forth in Attachment B.
 6. RECIPIENT and all successors, executors, administrators, and assigns of RECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

7. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Executive Director of RTC, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the District Courts of the State of Nevada.
8. Performance During Dispute: Unless otherwise directed by RTC, RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.
9. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTC or RECIPIENT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
10. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada District Courts for enforcement of this Agreement. Venue for any such actions shall be in Reno, Nevada.
11. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR RTC:

Bill Thomas, AICP
Executive Director
ATTN: Christian Schonlau,
Director of Finance/CFO
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno NV 89502
Phone: (775) 335-1845
E-Mail: cshonlau@rtcwashoe.com

FOR RECIPIENT:

Trevor Rice, CEO
Access to Healthcare Network, Inc.
4001 South Virginia Street, Suite F
Reno, NV 89502
Phone: (775)284-8989
E-Mail: trevor@accesstohealthcare.org

12. RTC and RECIPIENT are independent of and not as agents, employees, partners, or joint venturers of the other. Each party is and shall be an entity separate and distinct from the

other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.
14. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between RTC and RECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions or any part of this Agreement, to create in, the public, or any member thereof, a contractual relationship between such persons and entities and RTC.
15. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. 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 this Agreement after the intervening cause ceases.
16. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
17. RECIPIENT acknowledges and agrees that, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to RECIPIENT, or any other party pertaining to any matter resulting from this Agreement.
18. Information or documents may be open to public inspection and copying per the provisions of Chapter 239 of NRS.
19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement 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 Agreement unenforceable.
20. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

21. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of RTC.
22. As used herein, the term "RECIPIENT" shall include the plural as well as the singular, and the feminine as well as the masculine.
23. This Agreement, including the attachments hereto and certifications completed and signed by RECIPIENT, including any amendments or addenda, constitute the entire Agreement and by this reference are incorporated herein, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Bill Thomas, AICP, Executive Director

ACCESS TO HEALTHCARE NETWORK

By _____
Trevor Rice, CEO

ATTACHMENT A
PROJECT APPLICATION

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

**RTC MOBILITY OF SENIORS & INDIVIDUALS WITH
DISABILITIES PROGRAM FUNDING - CALL FOR PROJECTS**

FFY24 – FFY26 PROJECT APPLICATION

Application Due: **January 17, 2024 at Noon** -- Submit to: jmeyers@rtcwashoe.com

PROJECT TITLE: **AHN Non-Emergent Medical Transportation Enhancements**

SECTION 1: APPLICANT INFORMATION

Applicant's Legal Name:	Access To Healthcare Network		
Contact Person/Title	Trevor Rice	/	CEO
Address:	4001 South Virginia, Suite F		
City:	Reno	State:	NV
Telephone #:	(775) 284-8989	Zip Code:	89502
		Email Address:	Trevor@ahnnv.org

REQUEST TYPE (check all that apply)

<input checked="" type="checkbox"/> Continuation of an Existing Project	<input type="checkbox"/> New Project
<input checked="" type="checkbox"/> Operating	<input type="checkbox"/> Capital

ORGANIZATION TYPE (check all that apply)

<input type="checkbox"/> Local Government Authority	<input checked="" type="checkbox"/> Private Non-Profit Organization	<input type="checkbox"/> Private For-Profit Organization
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SUPPLEMENTAL INFORMATION – See Appendix A

<input type="checkbox"/>	Copy of current IRS W-9 Taxpayer Identification Certification Form, NEW APPLICANTS ONLY
<input checked="" type="checkbox"/>	Service Area/Route Map (if applicable)
<input type="checkbox"/>	Attachment 1: Vehicle Inventory (if requesting funds for vehicles)
<input type="checkbox"/>	Attachment 2: Maintenance of Vehicles & Vehicle Being Replaced (if requesting funds for vehicles)
<input checked="" type="checkbox"/>	Current Letters of Support for Project (<i>maximum of three</i>)
<input type="checkbox"/>	Last three (3) years of financial audits, NEW APPLICANTS ONLY
<input checked="" type="checkbox"/>	Most recent financial audit, existing 5310 applicants only

CERTIFICATIONS – See Appendix B

Please provide an explanation for any documentation not submitted.

<input checked="" type="checkbox"/>	Certifying Authority
<input checked="" type="checkbox"/>	Local Share Certification
<input checked="" type="checkbox"/>	Private Non-Profit Organization Certification Eligibility

SECTION II: PROJECT UNDERSTANDING

Needs & Benefits (50 Points)

The following questions should be answered for this project. If you need additional space, attach separate document.

1. Describe the project (500 words)

AHN is requesting continued funding to support the operation of the Non-Emergent Medical Transportation Program (NEMTP). The primary target population for this program are seniors 60+, the disabled, and low-income Washoe County residents. The social isolation experienced by AHN's NEMTP population is significant and a contributing factor in poor health and wellness outcomes.

The new driver and vans are needed due to the target population aging and the growth of Washoe County beyond the RTC service area. The AHN fleet of vans needs to expand to meet the needs of new communities in North Valley, Spanish Springs and South Reno that are beyond the McCarran Loop RTC service area. AHN expects to double the size of the NEMTP and the number of clients served but needs additional resources.

Previous examples of medical destinations include from the hospital home, post-discharge outpatient medical appointments, doctor's appointments, pharmacy visits, meetings to repair medical devices and other ancillary services. Clients are referred to AHN's NEMTP from collaborating agencies including St. Mary's Hospital, the Sierra Nevada Transportation Coalition, Citicare, Northern Nevada Hopes, Community Health Alliance, Medicaid, senior centers, and the AHN statewide call center.

All clients calling the AHN transportation dispatch center are connected to a transportation resource, regardless of their eligibility for AHN's transportation offerings. If a client is not eligible for AHN transportation programming, or no services are available at the specific time requested, dispatchers at AHN screen clients for eligibility for other transportation services.

AHN drivers provide wrap-around services, outreach, and information/referral to other AHN and non-AHN health and wellness supports in Washoe County. Drivers can discuss all AHN services with passengers who might qualify, and the vans carry program literature to leave with passengers. Referrals can be provided to Medicaid/Medicare enrollment sites, rental/utility assistance, food banks, independent living services, and prescription drug assistance.

1a. Estimated number of individuals to be served by your project annually.

	Unduplicated Number of Riders/Users Annually		Total Number of Trips/Users Annually	
	Existing (Current Operations Only)	Projected*	Existing (Current Operations Only)	Projected*
Seniors 60 years of Age and Over (Projects Serving Seniors)	390	410	7,912	8,312
Individuals with Disabilities	332	342	6,756	6,840
General Public, if any				
TOTAL	722	752	14668	15152

Definition of Unduplicated Users/Riders: Unduplicated Users/Riders are counted based on an annual basis. Each user/rider is counted only once annually, no matter how many times he/she utilizes the service or facility. If records are unavailable to accurately count the number of unduplicated users/riders, an estimate is acceptable.

1b. Explain how you derived at your projections.

Clients may utilize AHN transportation services 1x per year, but other clients may use the service several times a year. Certain trips may be greater distances because of the location of the residence or the location of the intended destination. Certain trips are longer in duration due to the mobility needs of the client. These variables impact the number of trips each vehicle can complete daily as well as the number of unduplicated clients that can be served daily. AHN believes that a one-way trip is the best metric to express program activity. AHN estimates completing 15,152 trips with 2 full time drivers. AHN estimates these numbers will increase as more seniors, disabled, and low-income clients become aware of the service.

1c. Provide the temporal and geographic scope of activities in the table.

Day of Week	Operating Hours	Geographic Coverage	
		Core Service Area Specify Municipal and County Areas Covered	Special Destination Trips Outside of Core Service Area (if applicable)
Monday	8-5PM	Washoe County	
Tuesday	8-5PM	Washoe County	
Wednesday	8-5PM	Washoe County	
Thursday	8-5PM	Washoe County	
Friday	8-5PM	Washoe County	
Saturday	Closed		
Sunday	Closed		

2. Describe the unmet transportation need that the proposed project seeks to address.

Washoe County's most recent 2015 Coordinated Transportation Plan (CTP), developed by the Regional Transportation Commission, identified several persistent challenges identified through stakeholder interviews. The challenges included: cost, limited service-area, vehicles without wheelchair capability, inconvenient advanced reservation requirements, and limited service-hours. The CTP also identified potential coordination opportunities for improvement including enhanced communication of available resources among project partners, refined matching of passenger needs with available resources, and a more inclusive focus on passengers in general. (see attached sheet for additional text)

3. Identify major milestones/goals the project expects to accomplish and the anticipated timeframes.

Milestone/Goal	Date (M/d/yyyy)
Monthly vehicle maintenance checks	3/1/2024
Hire one new FTE driver	4/15/2024
Monthly helpline/call center report	4/1/2024
Begin transportation with additional van	6/30/2024
Gather monthly trip data	4/1/2024

Coordination, Implementation & Outreach (20 Points)

1. How will this project utilize or coordinate with other human service agencies and/or public transportation providers? If the project will not include coordination, provide detailed explanation for the reasons that coordination cannot occur.

AHN will coordinate programming with other human service agencies/public transportation providers by leveraging relationships with senior centers, the Aging and Disability Resource Center, Northern Nevada Medical Center, and Saint Mary's Hospital to receive referrals and provide the target population with transportation services and potential referrals to additional health and wellness supports. AHN works with local transportation providers to provide services to clients who don't qualify for existing transportation programs due to location or availability of vans at specific times or on specific days. AHN's marketing activities involve advertising transportation capabilities to 1,000 community partners and medical providers.

2. Explain how the project relates to other services or programs provided by your agency.

AHN's NEMTP is the beginning of an assessment of health and wellness needs by the drivers, who can refer, advise, and counsel passengers on existing clinical and social wrap around services. The services may include referrals to health education, medical nutrition therapy, Medicare and Medicaid counseling and enrollment, case management, and information concerning AHN's medical discount program which functions like health insurance. Drivers are also aware of non-AHN services and often refer passengers to other social service and health non profits in the region.

3. How will the target population be given priority on all project activities, if the service is not restricted to the target population?

AHN's transportation program is not restricted to one specific population and has implemented strategies and quality measures to ensure senior citizens, the disabled, and those with mobility issues are allocated with a specific number of rides each day. If a client calls the AHN transportation dispatch, they are screened for being part of the target population and if they are, they are assigned a reserved ride appointment. Reserving time slots for rides ensures that transportation is available when the most vulnerable clients need it. AHN dedicates certain dates for the target population, which allows those who have additional needs like rides with multiple stops and those living outside of the service area to have access to free, door to door transportation.

REVISED BUDGET SHEETS EFFECTIVE FEBRUARY 5, 2024.

4. How will the project be marketed to the target population and promote public awareness? Include information on how populations with Limited English Proficiency will be apprised of the project and whether marketing materials will be available in other languages

AHN will promote the project within a group of 1,000 providers and community agencies that have worked with the agency since its founding in 2006. AHN will deliver promotional collateral in Spanish and English about transportation services. AHN has developed a Title 6 plan that offers general agency information in Chinese, Cantonese, Tagalog, and other Indo-European languages, available on the AHN website, in an effort to raise awareness as well as promote transit programming within social media, through radio PSA's, and through community partner newsletters.

Project Readiness (30 Points)

SECTION III: BUDGET REQUEST

OPERATING BUDGET REQUEST

The project operating budget estimate should be based on actual annual expenditures for existing services. Budgets for New Services without an operating history should detail the sources of their estimated budgets. Applicants who are operating their own services shall fill out Items A-D in the Budget Details.

Budget Detail Year 1

<u>Estimated Operating Expenses</u>	
a. Wages, Salaries & Benefits	\$ 147,044.00
b. Maintenance & Repairs	\$ 8,338.00
c. Fuel	\$ 8,640.00
d. Insurance	\$ 7,968.00
e. Other: *Operating Costs and Administrative Expenses	\$ 38,250.00
<u>Total Operating Expenses</u>	\$ 210,240.00
Less Estimated Revenue (enter positive number)	
Less any remaining 5310 OPERATING Funding (enter a positive number)	\$ 0.00
Net Operating Cost	\$ 210,240.00
Local Share (50% of net Operating Cost)	\$ 105,120.00
TOTAL OPERATING REQUEST (Expenses must exceed minimum of \$25,000)	\$ 105,120.00

**If additional budget lines are necessary, attach Excel spreadsheet detailing budget, and add total under "e. Other"*

Budget Detail Year 2

Estimated Operating Expenses	
a. Wages, Salaries & Benefits	\$ 148,148.00
b. Maintenance & Repairs	\$ 7,538.00
c. Fuel	\$ 8,640.00
d. Insurance	\$ 7,968.00
e. Other: Operating Costs and Administrative Expenses	\$ 38,965.00
Total Operating Expenses	\$ 211,259.00
Less Estimated Revenue (enter positive number)	\$ 0.00
Net Operating Cost	\$ 211,259.00
Local Share (50% of net Operating Cost)	\$ 105,629.50
TOTAL OPERATING REQUEST (Expenses must exceed minimum of \$25,000)	\$ 105,629.50

CAPITAL BUDGET REQUEST

	Capital Request	
	Year 1	Year 2
Vehicles(s)*		
Facility Improvement		
Computer Software/Hardware/Technology		
Other Yr1*: Dispatch	\$ 109,586.00	
Other Yr2*: Dispatch		\$ 112,063.00
Net Capital Request	\$ 109,586.00	\$ 112,063.00
Less any remaining 5310 CAPITAL/MOBILITY MGMT funding (enter positive number)	(\$ 33,978.00)	
Adjusted Capital Request	\$ 75,608.00	\$ 112,063.00
Local Share (20% of net Capital Cost)	\$ 15,121.60	\$ 22,412.60
TOTAL CAPITAL REQUEST	\$ 60,486.40	\$ 89,650.40

*Complete Attachment B – Vehicle Inventory (if requesting funds for vehicles)

*If additional budget lines are necessary, attach Excel spreadsheet detailing budget, and add total under "Other Yr1 and/or Other Yr2"

	YEAR 1	YEAR 2
OPERATING REQUEST	105,120.00	105,629.50
CAPITAL REQUEST	60,486.40	89,650.40
TOTAL PROJECT FUNDS	165,606.40	195,279.90

TOTAL PROJECT FUNDS REQUESTED: \$ 360,886.30

I acknowledge and accept the budget calculation revisions above effective February 5, 2024:

Trevor Rice
 Digitally signed by Trevor Rice
 Date: 2024.02.06
 09:33:36 -08'00'

OTHER BUDGET TEMPLATE

SAMPLE

NAME OF APPLICANT:

Access to Healthcare Network, Inc

OPERATING Budget

Year One

Other Operating Expenses	Annual
Office Supplies	312
HIPPA, Driver Training PASS, CPR PASS, Fleet, and Defensive Driver Training	298
Rent/Occupany Costs/Property & Contents Insurance	15,105
Telephone/Internet	717
Dues and Licenses: Salesforce, Salesforce Data Storage Spanning Cloud, Barracuda, Office 365, Conga, Titan	1,865
Postage	840
10% Admin Fee	19,113
Total Other Operating Expenses	38,250

Insert this value under e. Other: in the application For description e. Other: type "See attached"

Year Two

Other Operating Expenses	Annual
Office Supplies	312
HIPPA, Driver Training PASS, CPR PASS, Fleet, and Defensive Driver Training	273
Rent/Occupany Costs/Property & Contents Insurance	15,838
Telephone/Internet	717
Dues and Licenses: Salesforce, Salesforce Data Storage Spanning Cloud, Barracuda, Office 365, Titan	1,781
Postage	839
10% Admin Fee	19,205
Total Other Operating Expenses	38,965

Insert this value under e. Other: in the application For description e. Other: type "See attached"

SAMPLE

NAME OF APPLICANT: _____

CAPITAL Budget
Year One

Other Capital Expenses	Annual
Wages, Salaries, and Benefits	109,586
Total Other Yr1 Capital Expenses	109,586

*Insert this value under Capital: Other Yr1, in the application
For description Yr1: type "See attached"*

Year Two

Other Capital Expenses	Annual
Wages, Salaries, and Benefits	112,063
Total Other Yr2 Capital Expenses	112,063

*Insert this value under Capital: Other Yr2, in the application
For description Yr2: type "See attached"*

SAMPLE

1. Describe the methodology used to develop the budget.

The budget was based on prior year's income and expenses related to the transportation program which was then scaled up to reflect aspirational goals that were realistic. Under the capital budget request section, the mobility management expense for year two is assigned to year one. In operating, AHN has increased our drivers from 1 to 2.6 FTE. This is due to the increased demand for rides within our communities. The expenses specifically outlined within the operating budget above are based on direct costs of the vehicles as calculated from prior experience. The "other" category includes training, postage, rent, telephone, internet, licenses, and software required to ensure continued operations.

2. Describe your management team's technical experience in implementing this project, including the number of personnel dedicated to the project.

AHN's finance unit has extensive experience managing federal funding. The Finance Department, led by CFO Gregg Leiss, includes Membership, Payroll, and Grants. Membership consists of a Billing Manager, and two Billing Specialists. The Payroll Unit consists of a Payroll Manager and Accounting Clerk. The Grants unit consists of a Director of Grants Management, Grants Manager, and two Grants Coordinators. The transportation unit is led by the Transportation Director Jackie Barraza. She supervises a staff of three managers and one coordinator: Transportation Manager, Mobility Manager, Marketing Supervisor, and Outreach Coordinator. The Transportation Manager supervises four drivers and two dispatch workers.

3. Describe the agency's plan for monitoring and evaluating the project.

AHN's transportation manager monitors project performance by tracking vehicle maintenance, dispatch, and utilization data. The manager maintains monthly reports for all AHN vehicles including miles since the last comprehensive service, previous service miles, miles between services, date of the last service, and the days in between preventive inspections. The manager maintains a monthly dispatch report that includes the number of unduplicated individuals requesting services, the number of clients referred to other agencies for transportation services, the number of clients ineligible for AHN's transportation services, and the number of one-way trips provided to those using the AHN dispatch system. (see attached sheet for additional text)

4. Identify performance measures to track the effectiveness of the service in meeting the identified milestones/goals.

The monthly reports for quality management by AHN Transportation manager include:

- Monthly trip performance metrics: to measure the efficiency and effectiveness of the transportation service
- Month helpline report: to monitor the number of clients seeking transportation, number of clients referred.
- Call center report: to evaluate the number of one-way trips, tip purpose, non-ambulatory trips
- Quality management report for accurate data entry: to ensure the accuracy and reliability of the data entered in the system

5. Describe how you intend to maintain the project after grant funding ends.

In addition to the existing RTC funded program, AHN operates two additional transportation programs: the Senior Ambassador Program and Elko Rural Transportation Program. These programs are limited to a certain population. When and if RTC funding ends, program participants will be screened for potential eligibility and enrollment into one of these two programs. AHN's call center maintains information on additional transportation resources in the community. If program participants are ineligible for the Senior Ambassador Program or the Elko Rural Transportation Program, referrals will be made to other local transportation services. (see attached sheet for additional text)

6. Provide a list of grants that your agency has administered within the last three years.

Aging and Disability Service Division, totaling \$2,546,999.
Division of Public and Behavioral Health (Women's Health Connection/WiseWoman) totaling \$3,940,000
Division of Public and Behavioral Health (HIV/AIDS Ryan White), totaling \$16,566,032
Division of Public and Behavioral Health (Heart Disease, Stroke, Diabetes), totaling \$684,212
Department of Transportation (Mobility Manager), \$250,694
Regional Transportation Commission, \$536,528

7. Tell us anything more about your project that you think we should know.

APPENDIX A
SUPPLEMENTAL INFORMATION

SAMPLE

Attachment 1: Vehicle Inventory

To be completed if RTC Sales Tax funding will be used to fund capital purchase of a new or used vehicle.

Current Vehicle Inventory

Type	Current Mileage	Year of purchase	Fuel Type ¹	Passenger Capacity	ADA Equipped	Condition of Vehicle ²	On-Board Communication ³	Annual Trips	Funding Type ⁴
1. Ford Transit T-150	197,115	2015	Gasoline	7	Yes	Fair	Other	0	Local
2. Ford Transit T-150	205,814	2015	Gasoline	7	Yes	Poor	Other	0	Local
3. Ford Transit T-150	180,786	2015	Gasoline	7	Yes	Fair	Other	0	Local
4. Ford Transit T-150	16,581	2023	Gasoline	7	Yes	New	Other	1,561	Federal
5. Ford Transit T-150	17,796	2023	Gasoline	7	Yes	New	Other	1,561	Local

Are all of your vehicles covered by insurance? YES NO

Do any of your vehicles require a CDL? YES NO If yes, how many vehicles require a CDL? __

Proposed Capital Vehicle Purchase

Type	New or Used ⁵	Year of purchase	Fuel Type ¹	Passenger Capacity	ADA Equipped	Condition of Vehicle ²	On-Board Communication ³	Insurance Coverage ⁶	CDL Required
1.	Select		Fuel Type		Select Y/N	Condition	Select Type		Select Y/N
2.	Select		Fuel Type		Select Y/N	Condition	Select Type		Select Y/N
3.	Select		Fuel Type		Select Y/N	Condition	Select Type		Select Y/N
4.	Select		Fuel Type		Select Y/N	Condition	Select Type		Select Y/N
5.	Select		Fuel Type		Select Y/N	Select Condition	Select Type		Select Y/N

1 - Gasoline, Diesel, Electric, Hybrid, Etc.
 2 - New, good, fair, poor condition of vehicle
 3 - Radio, AVL, Other (please specify)

4 - Source of funds (State, Local, Federal) used to purchase vehicle.
 5 - If vehicle is used, note the mileage at the time of purchase.
 6 - Minimum amount of insurance required to operate the vehicle.

EXTRA TEXT

SAMPLE

Additional Narrative Text

SECTION II: PROJECT UNDERSTANDING

Needs and Benefits

2. Describe the unmet transportation need that the proposed project seeks to address.

(Continued from application)

The CTP recorded critical demographic information that outlined the need for transportation services in Washoe County. Specifically, among survey respondents, 62% were not able to drive and do not possess a driver's license; 65% did not have a personal vehicle available for use; 48% did not have reliable transportation; and 36% had mobility limitations preventing them from walking to or boarding public transportation. Gas prices remain high in Washoe County due to a county fuel tax and car repair inflation is very real. ABC news recently reported that car repair prices are increasing 23% annually nationwide. The increase is due to worker shortages and car parts price increases. Nearly 60% of seniors, the disabled, and low-income Washoe County residents need rides to and from medical appointments. The primary barrier to using transportation services is cost (42%).

Washoe County is experiencing growth and the creation of new zip codes: new homes are being built in the Northern part of Washoe County as well as Spanish Springs and South Reno. This growth has created a need for services in new communities that are not currently being served by existing transportation providers like the Regional Transportation Commission (RTC). Climate change has impacted the region tremendously in the last four years. Several summers of wildfires, drought, and poor air quality in both California and Nevada have impacted human respiratory and cardiovascular health. The residents served by AHN transportation services are least able to navigate the health care system in the event of emergency evacuations, living in shelters, and disruptions to the transportation system network during emergencies. The Washoe County Senior Services Master Plan indicates that the 60+ senior population is the fastest growing population in the county. As of 2021, Washoe County residents 60+ made up 21% of the population. By 2030, that number is expected to nearly double. AARP and the Census Bureau project that Nevada will be the 3rd fastest aging state through 2050, behind only Alaska and Arizona.

AHN's partners in this project, the healthcare providers, generally do not have the infrastructure to transport patients to vital medical services. These providers therefore contract with AHN to provide this critical service. AHN has expanded the NEMTP to include not just transporting non-emergent patients to medical appointments, but to include a kind of triage system that evaluates the health and wellness needs of riders and provides referrals, information, and advocacy to those in need. The NEMTP triage system is the starting point of AHN's wrap around services that could eventually provide the rider with a wide range of services related to overall health and wellness including medical discounts for healthcare, care management, health education, chronic disease counseling, Medicare and Medicaid advising, medical nutrition therapy for HIV AIDS patients funded by the Ryan White Cares Act, and nutrition support for those that are food insecure.

RTC Mobility of Seniors and Individuals with Disabilities Program Funding
FFY24-FFY26 Project Application

Additional Narrative Text

AHN's NEMTP transportation services coordinate funding from the private sector (health care partners) and from the local government—Regional Transportation Commission, and potentially from the FTA. In addition, this program is targeted to seniors, the disabled, and residents that live at or below the federal poverty level that live in regions beyond the existing RTC service area.

SECTION III: BUDGET

3. Describe the agency's plan for monitoring and evaluating the project.

On a monthly basis the manager evaluates project data including rider satisfaction information compiled through a rider satisfaction survey. The survey addresses specific driver safety, courtesy, and professionalism, on time performance, and overall availability of rides. The manager uses this data to evaluate progress towards meeting identified performance measures while retaining the ability to pivot to necessary adjustments as indicated by rider satisfaction data. Additionally, the AHN transportation manager performs ride-a-longs with drivers and ensures drivers are certified in defensive driving, CPR, and techniques for securing those in wheelchairs safely.

5. Describe how you intend to maintain the project after grant funding ends.

The AHN Mobility Manager maintains regular contact with multiple local and rural transit providers and will use the relationships to fill in gaps in services when and if grant funding ends. AHN is working with Renown and the Northern Nevada Medical Center to create a transportation program that provides services to a broader target population that includes seniors and the disabled to prepare for interruptions to funding. Finally, when grant funds are expended and the grant period concludes, AHN will refer members of the target population to RTC ACCESS Paratransit for service.

LETTERS OF SUPPORT

SAMPLE



MEMORANDUM

1263 South Stewart Street
Carson City, Nevada
89712
Phone: (775) 888-7312

January 10, 2024

To:
Regional Transportation Commission (RTC)
Grant Selection Committee
1105 Terminal Way, Suite 200
Reno, NV 89502

From:
Wendy Sharp *WS*
Transit Manager
Nevada Department of Transportation (NDOT)

Subject:
Re: Letter of Support for Access to Healthcare Network 2024 FTA Section 5310:
Enhanced Mobility of Seniors & Individuals with Disabilities

The purpose of this memorandum is to communicate support for Access to Healthcare Network (AHN) FTA Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities grant application to the RTC.

NDOT Transit Division recognizes how lack of transportation can impede an individual's ability to access primary and specialty medical care, prescription medication, and nutritious/healthy food. Since opening their non-emergency medical transportation program, AHN has helped medically vulnerable Northern Nevadans access vital medical and personal services. AHN's non-emergency medical transportation program is an asset to the communities they serve.

In summary, I support AHN's continued receipt of RTC 5310 funding. It is important for AHN to continue to have the ability to deliver transportation services. With rising populations being seen across Northern Nevada, the need to services such as AHN's are sure to grow.



December 13, 2023

Regional Transportation Commission
Grant Selection Committee
1105 Terminal Way, Suite 200
Reno, NV 89502

Re: Letter of Support for Access to Healthcare Network (AHN) 2024 FTA Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities

Dear RTC Grant Selection Committee,

My name is Helen Lidholm and I am the Chief Executive Officer at the Northern Nevada Medical Center (NNMC). I am writing to formally endorse AHN's Regional Transportation Commission (RTC) Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities funding request.

I have worked with together with AHN for the past eleven years on many activities that benefit members of our community that have mobility challenges. I have seen first-hand the positive impact AHN's Non-Emergent Medical Transportation Program (NEMTP) has had on our seniors and individuals living with disabilities. Without these vital transportation services, our mobility challenged clients would be isolated, and cut off from supportive health services like doctor's appointments, pharmacy visits, vaccinations, and other vital healthcare services that are essential for not only the health and wellbeing of the target population but also our community. AHN's long track record of building trust within the community and providing services to the highest degree of quality shows the value in continued RTC funding that will allow them to provide, and expand upon, this critical and valuable service to seniors and individuals living in the Reno/Sparks area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Helen Lidholm", is written over a yellow highlight.

Helen Lidholm
CEO, Northern Nevada Medical Center

December 13, 2023

Regional Transportation Commission
Grant Selection Committee
1105 Terminal Way, Suite 200
Reno, NV 89502

Re: Letter of Support for Access to Healthcare Network 2024 FTA Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities

Dear RTC Grant Selection Committee,

As the Executive Director of the Saint Mary's Medical Group, I am writing to formally support Access to Healthcare Network's (AHN) FTA Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities grant application to the regional Transportation Commission (RTC).

Saint Mary's Health Network sees daily how lack of access to reliable transportation negatively impacts health. Lack of transportation impedes an individual's ability to access primary and specialty medical care, prescription medications, and the diagnostic services necessary to maintain and enhance health. Since opening their non-emergency medical transportation program, AHN has helped numerous Saint Mary's clients access life sustaining medical care.

AHN's non-emergency medical transportation program is a great asset to our community and without it, the region's most vulnerable senior, disabled, and low-income residents would suffer adverse health and wellness outcomes.

In summary, I am in full support of AHN's continued receipt of RTC funding. I believe that AHN has the proven track record to not only continue to deliver impeccable transportation services, but to continue to grow the program and meet the ever growing unmet need within our community.

Sincerely,

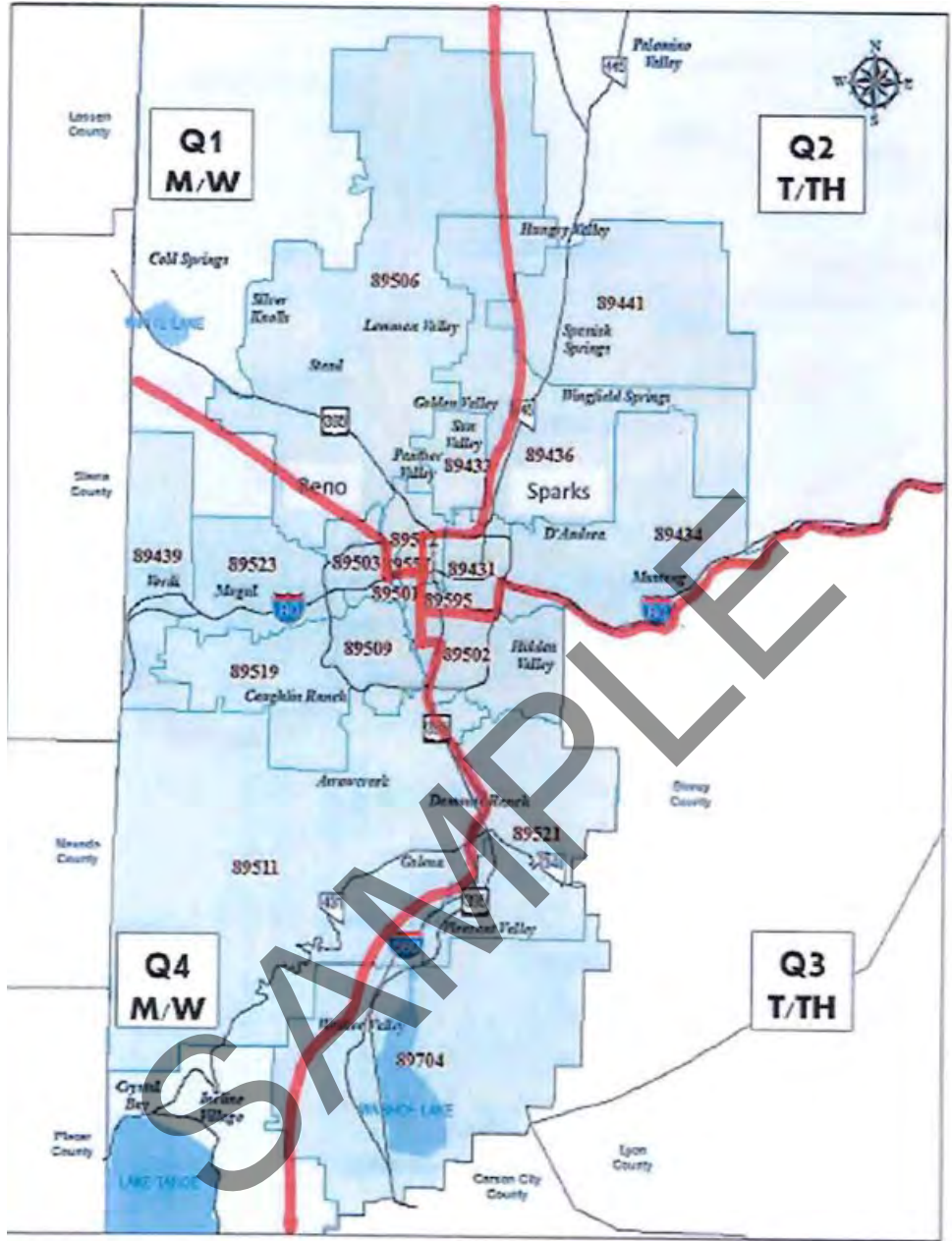


Crystal Lopez
Executive Director
Saint Mary's Medical Group

SERVICE AREA/ROUTE MAP

SAMPLE

AHN Service Area



APPENDIX B
REQUIRED CERTIFICATIONS

SAMPLE


CERTIFYING AUTHORITY

I am duly authorized to make the following certification on behalf of the Applicant Organization and based on my position, knowledge and experience with the Applicant Organization:

- 1) the information contained in the Application, including the attachments, is true and correct;
- 2) the Applicant has the requisite fiscal, managerial, and legal capabilities to carry out the operations and maintenance of the Project as prescribed by the RTC
- 3) the Applicant shall adhere to federal, state and local requirements, if any related to the Project.

1/16/24

Date



Signature of Authorized Official

Trevor Rice

Name of Authorized Official

CEO

Title

SAMPLE

LOCAL SHARE CERTIFICATION FORM

I, the undersigned representing Access To Healthcare Network, Trevor Rice
(Insert Legal Name of Applicant) (Insert Name of Authorized Official)

do hereby certify to the Regional Transportation Commission, that the required \$ 248,283.70
in local match funds are available and that the source of the funds are from
private social service organizations

(be specific)

which are:

- a. Cash from non-governmental sources other than revenues from providing public transportation services;
- b. Non-farebox revenues from the operation of public transportation service, such as the sale of advertising and concession revenues. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is not farebox revenue;
- c. Amounts received under a service agreement with a State or local social service agency or private social service organization;
- d. Undistributed cash surpluses, replacement or depreciation cash funds, reserves available in cash, or new capital;
- e. Amounts appropriated or otherwise made available to a department or agency of the Government (other than the Department of Transportation); and
- f. In-kind contribution such as the market value of in-kind contributions integral to the project may be counted as a contribution toward local share.

Date 1/16/24

[Signature]
Signature of Authorized Official

S

Trevor Rice

Name of Authorized Official

CEO

Title

PRIVATE NON-PROFIT ORGANIZATION CERTIFICATION ELIGIBILITY

Private Non-Profit Organization



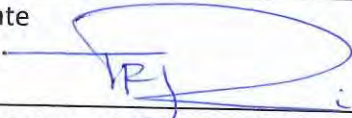
As a private non-profit organization, Access To Healthcare Network

(insert name of private non-profit organization)

attaches to this application our IRS 501(c)(3) letter establishing our eligibility as a private non-profit organization.

1/16/24

Date



Signature of Authorized Official

Trevor Rice

Name of Authorized Official

CEO

Title

SAMPLE

IS YOUR APPLICATION COMPLETE? - BE SURE TO SAVE BEFORE CLOSING

ATTACHMENT B
INSURANCE/INDEMNIFICATION

SAMPLE

ATTACHMENT B
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 its 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 Indemnitee 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 an additional insured 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.

SENIOR/DISABLED TRANSPORTATION PROGRAM FUNDING AGREEMENT

This agreement (the “Agreement”) is dated and effective as of October 1, 2024 by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Neighbor Network of Northern Nevada (N4), a Domestic Non-Profit Corporation authorized to do business in the State of Nevada (“RECIPIENT”).

WITNESSETH:

WHEREAS, RTC has been designated as the agency to receive and administer federal funds under the 49 USC 5310 Federal Transit Administration (“FTA”) Formula Grant Program (the “5310 Program”); and

WHEREAS, as provided in NRS 377A.080, RTC may appropriate certain money in the public transit fund to provide transportation or to support agencies which are providing transportation for the elderly and persons with disabilities, if the services are consistent with the regional transportation plan; and

WHEREAS, RTC is allocating sales tax dollars equivalent to the annual appropriations it receives under the 5310 Program (“5310 Equivalent Funds”) to support private non-profit organizations, certain public bodies, Indian reservations and colonies, and operators of public transportation services which provide transportation for the elderly and persons with disabilities (the “5310 Equivalent Program”); and

WHEREAS, RECIPIENT is a Nevada Domestic Non-Profit Corporation eligible to receive 5310 Equivalent Funds; and

WHEREAS, RTC has accepted a project application developed by RECIPIENT that has been selected for 5310 Equivalent Funds; and

WHEREAS, RECIPIENT and RTC are entering into this agreement to define the responsibilities of the parties.

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - SCOPE OF SERVICE

1. RECIPIENT has agreed to implement the N4 Connect User-Side Subsidy Voucher Program (“PROJECT”), subject to the terms and conditions of this Agreement, which includes the Project Application, attached as Attachment A. The attached Project Application is inclusive of the Applicant Information, Project Understanding, and Budget Request.
2. RECIPIENT shall be the Program Administrator for the PROJECT. It shall: contribute matching funds; complete and provide required deliverables; provide required reporting to

the RTC; prepare billing requests for funds from the RTC; maintain required files; and administer the PROJECT according to the Project Application attached as Attachment A.

3. Site visits will be conducted once a year, at a minimum. Additional site visits will be performed as deemed necessary by RTC. The RTC project manager will contact RECIPIENT to schedule a site visit within one month after contract execution.

ARTICLE II - COST

1. The 5310 Equivalent Program is a reimbursable program for operating and/or capital funds, and requires a matching percentage to be contributed to the PROJECT by RECIPIENT.
2. The total operating PROJECT cost of this Agreement is One Hundred Ten Thousand Two Hundred-Six Dollars and No/100 (\$110,206.00). The maximum reimbursement of 5310 Equivalent Funds for the period of October 1, 2024 through September 30, 2025 for operating costs shall not exceed the sum of Fifty-Five Thousand One Hundred-Three Dollars and No/100 (\$55,103.00). RTC will not make any payments for reimbursement of the PROJECT unless funding from the 5310 Program or other eligible federal funds are appropriated to RTC. The remaining fifty percent (50%) or Fifty-Five Thousand One Hundred-Three Dollars and No/100 (\$55,103.00) required operating match will be provided by RECIPIENT. Operating costs include management/office personnel salaries, insurance, office expenses, facilities rental, marketing/promotion, driver and dispatcher salaries, maintenance and repair, fuel, garage rental and operating supplies, and other costs approved by RTC.
3. RECIPIENT agrees to be responsible for the fifty percent (50%) operating match on each submitted invoice, and can use eligible federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions can be used for match as long as the value of each is documented and supported, and represents a cost which would otherwise be eligible under this Agreement. See Appendix B of Project Application, Required Certifications, Local Share Certification Form.
4. This project qualifies for capital funding for the N4 Connect User-Side Subsidy Voucher Program including Mobility Management. The total capital PROJECT cost of this capital portion is One Hundred Two Thousand Eighteen Dollars and no/100 (\$102,018.00). The maximum reimbursement of 5310 Equivalent Funds for the period of October 1, 2024 through September 30, 2025 for capital costs shall not exceed the sum of Eighty-One Thousand Six-Hundred Fourteen Dollars and Forty Cents (\$81,614.40). The RTC will not make any payments for reimbursement for the PROJECT unless funding from the 5310 Program or other eligible federal funds are appropriated to the RTC. The remaining twenty percent (20%) or Twenty-Thousand Four Hundred Three Dollars and Sixty Cents (\$20,403.60) required capital match will be provided by RECIPIENT.
5. RECIPIENT agrees to be responsible for the twenty percent (20%) capital match on each submitted invoice, and can use eligible federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions can be used for match as long as the

value of each is documented and supported, and represents a cost which would otherwise be eligible under this Agreement. See Appendix B of Project Application, Required Certifications, Local Share Certification Form.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall commence on October 1, 2024 and shall run through and include September 30, 2025.
3. RECIPIENT shall provide its passengers and employees with a complaint resolution process approved by RTC.
4. RECIPIENT shall provide RTC, on a quarterly basis, with a written PROJECT Milestone Progress Report in a form provided by RTC detailing any changes or additions to the PROJECT.
5. RECIPIENT shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of RTC. Upon RECIPIENT's receipt of RTC's written approval to assign or subcontract any of the work performed under this Agreement, RECIPIENT will provide RTC with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of RTC, shall be unauthorized and may affect the reimbursement of funds.

ARTICLE IV - SCHEDULE OF PAYMENTS

1. In consideration of RECIPIENT's continuous and satisfactory performance of its duties required under this Agreement, RTC shall reimburse RECIPIENT, upon RTC's receipt and approval of an appropriate invoice that is supported by true and factual expense documentation. Invoices must be submitted on RECIPIENT's stationery using RTC's format or submitted on RTC's standard invoice form. RTC's obligation to reimburse RECIPIENT is expressly conditioned upon RTC's receipt of such funds contemplated under the 5310 Equivalent Program for this Agreement and RTC shall have no obligation to reimburse RECIPIENT from any other funds available to RTC.
2. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. RECIPIENT's invoices must be submitted within fifteen (15) days from the end of each thirty (30) day billing cycle. Invoices received after fifteen (15) days will be evaluated by RTC on a case-by-case basis for payment.
3. RTC shall utilize its normal accounting procedure in the payment of the invoices submitted, and disburse funds to RECIPIENT as promptly as RTC's fiscal procedures allow.
4. Monthly reporting is required to accompany the invoice for all reimbursement costs. The monthly report shall include, may not be limited to, detailed labor cost, services cost, materials and supplies cost, maintenance cost, daily transportation logs, vehicle

maintenance records, volunteer hours log, volunteer name. *(Please disregard any aforementioned items that do not pertain to your project).*

ARTICLE V - RECORDS AND REPORTS

1. RECIPIENT and its contractors shall establish and maintain, separate accounts for the PROJECT. Except as provided below, RECIPIENT and its contractors shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by RTC for a period of not less than three years after the date of termination or expiration of this Agreement. In the event of litigation or claims arising from the performance of this Agreement, RECIPIENT and its contractors shall maintain the PROJECT accounts until RTC, has disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.
2. The separate PROJECT accounts required to be kept by RECIPIENT and its contractors shall identify and include the costs per passenger trip, hours of operation, additional operating expenses, and the matching sources, as required.
3. All charges to the separate PROJECT accounts shall be supported by properly executed invoices, contracts or vouchers that document the nature and propriety of the charges. Documentation to support the invoice is required in accordance with the rules and regulations of RTC.
4. RECIPIENT shall advise the RTC regarding the progress of the PROJECT at such times and in such manner as the RTC may require, including, but not limited to meetings and interim reports. RECIPIENT shall submit as may be required by the RTC, financial statements to include documented match of in-kind contributions, records, contracts and other data related to the PROJECT, as the RTC, in its sole discretion, deems necessary.

ARTICLE VI - TERMINATION

1. Except as otherwise provided in this Agreement, this Agreement may be terminated upon thirty (30) days written notice, given in accordance with this Agreement, upon (a) mutual consent of both parties; or (b) unilaterally by either party for cause. In the event of termination per this section, RTC shall only be liable to reimburse for services performed in accordance with the standards of this Agreement performed to the effective termination date.
2. If, at the expiration and/or termination of this Agreement, RECIPIENT has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under the terms of this Agreement, RECIPIENT shall be liable to and shall pay RTC the amount of the excess funds. Payment shall be made by RECIPIENT to the RTC within thirty (30) days of the expiration and/or termination of this Agreement.
3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available to RTC by the FTA under the 5310

Program. The RTC shall terminate this Agreement if, for any reason: (a) RTC's funding from local and/or federal sources is not appropriated or is withdrawn, limited or impaired; or (b) RECIPIENT's funding is not appropriated or is withdrawn, limited or impaired. Under said circumstances, RECIPIENT waives any claim for damages resulting from the termination and, in this instance, termination shall be effective immediately upon receipt of notice.

4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:
 - a. If RECIPIENT and/or its contractor fails to provide or satisfactorily performs any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within written extension of those time constraints; or
 - b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by RECIPIENT to provide the goods or services required by this Agreement is for any reason denied, revoked, excluded, terminated, suspended, lapsed or not renewed; or
 - c. If RECIPIENT becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
 - e. If it is found by RTC that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by RECIPIENT, or any agent or representative of RECIPIENT, to any officer or employee of RTC with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.
5. Opportunity to Cure: RTC shall, in the first instance, allow RECIPIENT thirty (30) days in which to cure a breach or default. The written notice of termination shall set forth the nature of said breach or default and the action deemed necessary for RECIPIENT to cure. Should RECIPIENT fail to cure said breach or default to the satisfaction of RTC within the time allowed, this Agreement shall automatically terminate unless RTC waives its remedy pursuant to subsection 7, below. In the event of termination, RTC will have no further obligation to RECIPIENT. Any such termination for breach or default shall not preclude RTC from also pursuing all other available remedies against RECIPIENT and its sureties for said breach or default.

6. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of RECIPIENT, and all monies have been spent, according to this Agreement, and the final payment made, this Agreement shall be deemed to have terminated.
7. Waiver of Remedies for any Breach or Default: In the event that RTC elects to waive its remedies for any breach or default by RECIPIENT of any covenant, term or condition of this Agreement, such waiver by RTC shall not limit RTC's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement. Any waiver must be in writing.

ARTICLE VII – AUDIT & CLOSEOUT

1. RTC shall initiate closeout activities after approved RECIPIENT activities are completed, funds are expended and reimbursement has been received.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Debarment and/or Suspension: RECIPIENT certifies 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 agency or RTC.
 - b. ADA: RECIPIENT shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.
 - c. Civil Rights: RECIPIENT shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
2. RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Nondiscrimination: RECIPIENT, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. RECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- b. Information and Reports: RECIPIENT shall provide all information and reports required by the RTC, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by RTC to be pertinent to ascertain compliance with such directives.
 - c. Sanctions for Noncompliance: In the event of RECIPIENT's noncompliance with the nondiscrimination provisions of this Agreement, RTC shall impose such agreement sanctions as it may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to RECIPIENT under this Agreement until RECIPIENT complies, and/or
 2. Cancellation, termination or suspension of this Agreement, in whole or in part. A cancellation or termination of this Agreement pursuant to this subsection shall not be subject to the Opportunity to Cure.
 - d. Agreements with subcontractors will include provisions making all subcontractor records available for audit by RTC.
 - e. Incorporation of Provisions: RECIPIENT will include the provisions of Paragraphs (a) through (e) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.
3. RECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner effecting the performance of this Agreement, including without limitation, workers' compensation laws, licensing laws and regulations.
 4. RECIPIENT shall obtain all types and amounts of insurance set forth in Attachment B, and shall comply with all provisions set forth therein. RECIPIENT shall not perform 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.
 5. RECIPIENT agrees to provide indemnification set forth in Attachment B.
 6. RECIPIENT and all successors, executors, administrators, and assigns of RECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.
 7. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Executive Director of RTC, shall be final and conclusive as to all parties. Nothing herein

contained shall impair the parties' rights to file suit in the District Courts of the State of Nevada.

8. Performance During Dispute: Unless otherwise directed by RTC, RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.
9. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTC or RECIPIENT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
10. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada District Courts for enforcement of this Agreement. Venue for any such actions shall be in Reno, Nevada.
11. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR RTC:

Bill Thomas, AICP
Executive Director
ATTN: Christian Schonlau,
Director of Finance/CFO
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno NV 89502
Phone: (775) 335-1845
E-Mail: cshonlau@rtcwashoe.com

FOR RECIPIENT:

Amy Dewitt-Smith, Executive Director
Neighbor Network of Northern Nevada
1885 South Arlington Avenue, Suite 106
Reno, NV 89509
Phone: (775)453-4774
E-Mail: amy@neighbornv.org

12. RTC and RECIPIENT are independent of and not as agents, employees, partners, or joint venturers of the other. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.
14. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between RTC and RECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions or any part of this Agreement, to create in, the public, or any member thereof, a contractual relationship between such persons and entities and RTC.
15. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. 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 this Agreement after the intervening cause ceases.
16. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
17. RECIPIENT acknowledges and agrees that, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to RECIPIENT, or any other party pertaining to any matter resulting from this Agreement.
18. Information or documents may be open to public inspection and copying per the provisions of Chapter 239 of NRS.
19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement 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 Agreement unenforceable.
20. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.
21. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of RTC.

22. As used herein, the term "RECIPIENT" shall include the plural as well as the singular, and the feminine as well as the masculine.
23. This Agreement, including the attachments hereto and certifications completed and signed by RECIPIENT, including any amendments or addenda, constitute the entire Agreement and by this reference are incorporated herein, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Bill Thomas, AICP, Executive Director

NEIGHBOR NETWORK OF NORTHERN
NEVADA

By _____
Amy Dewitt-Smith, Executive Director

ATTACHMENT A
PROJECT APPLICATION

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

**RTC MOBILITY OF SENIORS & INDIVIDUALS WITH
DISABILITIES PROGRAM FUNDING - CALL FOR PROJECTS**

FFY24 – FFY26 PROJECT APPLICATION

Application Due: **January 17, 2024 at Noon -- Submit to: jmeyers@rtcwashoe.com**

PROJECT TITLE:	N4 Connect
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SECTION 1: APPLICANT INFORMATION

Applicant's Legal Name:	Neighbor Network of Northern Nevada		
Contact Person/Title	Amy Dewitt-Smith /		
Address:	1885 . Arlington Avenue, Suite 106		
City:	Reno	State:	Nevada
		Zip Code:	89509
Telephone #:	(775) 453-4774	Email Address:	amy@neighbornv.org

c 775-313-3210

REQUEST TYPE (check all that apply)

<input checked="" type="checkbox"/> Continuation of an Existing Project	<input type="checkbox"/> New Project
<input checked="" type="checkbox"/> Operating	<input checked="" type="checkbox"/> Capital

ORGANIZATION TYPE (check all that apply)

<input type="checkbox"/> Local Government Authority	<input checked="" type="checkbox"/> Private Non-Profit Organization	<input type="checkbox"/> Private For-Profit Organization
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SUPPLEMENTAL INFORMATION – See Appendix A

<input type="checkbox"/>	Copy of current IRS W-9 Taxpayer Identification Certification Form, NEW APPLICANTS ONLY
<input checked="" type="checkbox"/>	Service Area/Route Map (if applicable)
<input type="checkbox"/>	Attachment 1: Vehicle Inventory (if requesting funds for vehicles)
<input type="checkbox"/>	Attachment 2: Maintenance of Vehicles & Vehicle Being Replaced (if requesting funds for vehicles)
<input checked="" type="checkbox"/>	Current Letters of Support for Project (<i>maximum of three</i>)
<input checked="" type="checkbox"/>	Last three (3) years of financial audits, NEW APPLICANTS ONLY
<input checked="" type="checkbox"/>	Most recent financial audit, existing 5310 applicants only

CERTIFICATIONS – See Appendix B

Please provide an explanation for any documentation not submitted.

<input checked="" type="checkbox"/>	Certifying Authority
<input checked="" type="checkbox"/>	Local Share Certification
<input checked="" type="checkbox"/>	Private Non-Profit Organization Certification Eligibility

SECTION II: PROJECT UNDERSTANDING

Needs & Benefits (50 Points)

The following questions should be answered for this project. If you need additional space, attach separate document.

1. Describe the project (500 words)

The Neighbor Network of Northern Nevada (N4) was created in the spring of 2015 as part of a design grant to develop an innovative solution to the growing problem of social isolation by first addressing the issue of limited access to transportation. Over the past nine years, N4 has grown to serve 12 counties in Northern Nevada with its Time Exchange, Volunteer Village, N4 Connect, and Community Care programs providing social opportunities, transportation, and in-home care services to more than 500 community members. N4 has implemented and continues to facilitate the advancement of special projects to enhance the health and wellbeing of people living in Northern Nevada.

Due to the COVID-19 pandemic, social isolation, economic challenges, and poor community access continue to make an impact in Washoe County. With funding from RTC's Mobility of Seniors & Individuals with Disabilities program, the N4 Connect program will be able to serve additional community members by providing personalized mobility planning, free and reduced Lyft vouchers and Lyft concierge services to adults with disabilities and seniors needing specialized transportation based on the type of ride, time of ride, and the location of their ride that is challenging to fulfill with public transit alone. Using its proven track record, N4 aims to further fill transit gaps in our community by serving 434 adults with disabilities and elders living in Washoe County with at least 5,568 one-way Lyft trips by the end of this one-year project.

1a. <u>Estimated number of individuals to be served by your project annually.</u>				
	Unduplicated Number of Riders/Users Annually		Total Number of Trips/Users Annually	
	Existing (Current Operations Only)	Projected*	Existing (Current Operations Only)	Projected*
Seniors 60 years of Age and Over (Projects Serving Seniors)	273	314	3,456	4,032
Individuals with Disabilities	104	120	1,344	1,536
General Public, if any	0	0	0	0
TOTAL	377	434	4800	5568

Definition of Unduplicated Users/Riders: Unduplicated Users/Riders are counted based on an annual basis. Each user/rider is counted only once annually, no matter how many times he/she utilizes the service or facility. If records are unavailable to accurately count the number of unduplicated users/riders, an estimate is acceptable.

1b. Explain how you derived at your projections.

Currently, N4 is serving 377 people in the N4 Connect program by offering Lyft rides with a free \$80 voucher and the option to pay \$40 for an additional \$80 voucher each month (totaling \$160/mo). On average, approximately 50 members purchase vouchers each month as they are able to use their vouchers for one year from purchase. N4 anticipates this number to increase by at least 30% over the next two years. This would increase our membership to 434 within one year; 58 full voucher purchases (\$160) per month. One Lyft trip in Washoe County averages approximately \$20. This means we would anticipate providing at least 5,568 one-way trips by the end of Year 1 of this project (15% increase). An additional 15% increase (for a total of 30%) would be realized by the end of Year 2.

1c. Provide the temporal and geographic scope of activities in the table.

Day of Week	Operating Hours	Geographic Coverage	
		<u>Core Service Area</u> Specify Municipal and County Areas Covered	Special Destination Trips Outside of Core Service Area (if applicable)
Monday	24/7	All of Washoe County	To/from Carson City
Tuesday	24/7	All of Washoe County	To/from Carson City
Wednesday	24/7	All of Washoe County	To/from Carson City
Thursday	24/7	All of Washoe County	To/from Carson City
Friday	24/7	All of Washoe County	To/from Carson City
Saturday	24/7	All of Washoe County	To/from Carson City
Sunday	24/7	All of Washoe County	To/from Carson City

2. Describe the unmet transportation need that the proposed project seeks to address.

The N4 Connect program addresses the majority of the identified unmet transportation needs listed in the most recent Washoe County Coordinated Human Services Public Transportation Plan Update Executive Summary, including: lack of affordable transportation, limited service area, advanced reservation requirements, limited service hours (need for 24/7 service), lack of information about services, and difficulty matching resources with needs of the passenger. 42% of survey respondents expressed that services are "too expensive" and that "they cannot walk far enough to access services." N4 Connect addresses affordability, service area limitations, no reservations required or specific service hours, and our transportation program coordinator provides hands-on, personalized information and support

3. Identify major milestones/goals the project expects to accomplish and the anticipated timeframes.

Milestone/Goal	Date (M/d/yyyy)
Develop revised Mobility Management process	12/31/2024
Draft revised program materials for distribution	11/1/2024
Conduct at least quarterly community outreach activities	12/31/2024
Complete quarterly N4 Connect member surveys	12/31/2024
Increase N4 Connect membership by 15% by the end of Year 1	9/30/2025
Secure future funding for the N4 Connect project for sustainability	9/30/2025

Coordination, Implementation & Outreach (20 Points)

1. How will this project utilize or coordinate with other human service agencies and/or public transportation providers? If the project will not include coordination, provide detailed explanation for the reasons that coordination cannot occur.

N4's most active partners for this project currently are the Nevada Aging & Disability Services Division, Washoe County Human Services, RTC Washoe, Access to Healthcare Network, Nevada Governor's Council on Developmental Disabilities, Nevada Statewide Independent Living Council, AARP Age Friendly Reno, Voc Rehab, and the Washoe Senior Coalition. Building relationships and community buy-in in Nevada requires outreach and facilitation that is done by Nevadans. This initial work will require the type of long-term and longstanding partnerships between existing organizations and community members that N4 already has. N4 will connect with statewide mobility managers for collaboration and other grantees to better utilize resources and improve the quality of data and grant reporting.

2. Explain how the project relates to other services or programs provided by your agency.

The N4 village was designed at its core to be a nonprofit organization that connects community members to each other and important resources and services. N4's Time Exchange program is meant to engage community members for shared acts of service, including giving rides. Our Volunteer Village program works in a similar way; meeting community needs. Many N4 Connect members come from N4's Community Care program where they receive person-centered, in-home care services from quality, trained staff. In N4's Community Care program, community access and meaningful activities are a top priority. All 75 Program Coordinators and Community Care Partners employed by N4 are required to have a valid Nevada driver's license, insurance, registration, and a reliable vehicle to ensure people have access.

3. How will the target population be given priority on all project activities, if the service is not restricted to the target population?

The N4 Connect program is limited only to people with disabilities and elders who are aged 60+ who live in Washoe County. Members must show proof of identification. Disability eligibility follows the same guidelines as RTC's discounted bus pass for people with disabilities.

4. How will the project be marketed to the target population and promote public awareness? Include information on how populations with Limited English Proficiency will be apprised of the project and whether marketing materials will be available in other languages

N4 currently contracts with Jax Communications for all print, online, television, and radio advertising. N4 utilizes Reno Type to design and print quality program materials for distribution across the county. N4 employs several bilingual staff members who assist with new member orientations, community events, and ongoing support to Hispanic members. Materials are offered in both English and Spanish as appropriate. Additionally, N4's executive director has a heavy presence in the community participating in various initiatives, coalitions, and offering presentations. N4's transportation program coordinator offers in-home and community group transit technology training sessions and vendor event outreach. N4's team members work together to identify additional communities to serve.

Project Readiness (30 Points)

SECTION III: BUDGET REQUEST

OPERATING BUDGET REQUEST

The project operating budget estimate should be based on actual annual expenditures for existing services. Budgets for New Services without an operating history should detail the sources of their estimated budgets. Applicants who are operating their own services shall fill out Items A-D in the Budget Details.

Budget Detail Year 1

<u>Estimated Operating Expenses</u>	
a. Wages, Salaries & Benefits	
b. Maintenance & Repairs	
c. Fuel	
d. Insurance	
e. Other:*	
<u>Total Operating Expenses</u>	\$ 0.00
Less Estimated Revenue (enter positive number)	
Less any remaining 5310 OPERATING Funding (enter a positive number)	\$ 0.00
Net Operating Cost	\$ 0.00
Local Share (50% of net Operating Cost)	\$ 0.00
TOTAL OPERATING REQUEST (Expenses must exceed minimum of \$25,000)	\$ 0.00

*If additional budget lines are necessary, attach Excel spreadsheet detailing budget, and add total under "e. Other"

Budget Detail Year 2

Estimated Operating Expenses	
a. Wages, Salaries & Benefits	
b. Maintenance & Repairs	
c. Fuel	\$ 0.00
d. Insurance	
e. Other: See Attached	
Total Operating Expenses	
Less Estimated Revenue (enter positive number)	\$ 0.00
Net Operating Cost	
Local Share (50% of net Operating Cost)	
TOTAL OPERATING REQUEST <i>(Expenses must exceed minimum of \$25,000)</i>	

**SEE REVISED UPDATED BUDGET
ATTACHMENT SUBMITTED 1.23.2024**

CAPITAL BUDGET REQUEST

	Capital Request	
	Year 1	Year 2
Vehicles(s)*	\$ 0.00	\$ 0.00
Facility Improvement	\$ 0.00	\$ 0.00
Computer Software/Hardware/Technology	\$ 0.00	
Other Yr1*: _____		
Other Yr2*: Other Y2 See Attached		
Net Capital Request	\$ 0.00	
Less any remaining 5310 CAPITAL/MOBILITY MGMT funding (enter positive number)	\$ 0.00	
Adjusted Capital Request	\$ 0.00	
Local Share (20% of net Capital Cost)	\$ 0.00	
TOTAL CAPITAL REQUEST	\$ 0.00	

*Complete Attachment B – Vehicle Inventory (if requesting funds for vehicles)

*If additional budget lines are necessary, attach Excel spreadsheet detailing budget, and add total under "Other Yr1 and/or Other Yr2"

	YEAR 1	YEAR 2
OPERATING REQUEST	SEE REVISED UPDATED BUDGET	
CAPITAL REQUEST	ATTACHMENT SUBMITTED	
TOTAL PROJECT FUNDS	1.23.2024	

TOTAL PROJECT FUNDS REQUESTED:

NEIGHBOR NETWORK OF NORTHERN NEVADA

**REVISED BUDGET
SUBMITTED 1/23/24**

SAMPLE

Budget Detail Year 2

Estimated Operating Expenses	
a. Wages, Salaries & Benefits	\$ 47,568.00
b. Maintenance & Repairs	\$ 0.00
c. Fuel	\$ 0.00
d. Insurance	\$ 5,800.00
e. Other: See Attached	\$ 56,838.00
Total Operating Expenses	\$ 110,206.00
Less Estimated Revenue (enter positive number)	\$ 0.00
Net Operating Cost	\$ 110,206.00
Local Share (50% of net Operating Cost)	\$ 55,103.00
TOTAL OPERATING REQUEST (Expenses must exceed minimum of \$25,000)	\$ 55,103.00

CAPITAL BUDGET REQUEST

	Capital Request	
	<u>Year 1</u>	<u>Year 2</u>
Vehicles(s)*		
Facility Improvement		
Computer Software/Hardware/Technology		\$ 4,800.00
Other Yr1*: _____		
Other Yr2*: See Attached		\$ 97,218.00
Net Capital Request	\$ 0.00	\$ 102,018.00
Less any remaining 5310 CAPITAL/MOBILITY MGMT funding (enter positive number)	\$ 0.00	
Adjusted Capital Request	\$ 0.00	\$ 102,018.00
Local Share (20% of net Capital Cost)	\$ 0.00	\$ 20,403.60
TOTAL CAPITAL REQUEST	\$ 0.00	\$ 81,614.40

*Complete Attachment B – Vehicle Inventory (if requesting funds for vehicles)

*If additional budget lines are necessary, attach Excel spreadsheet detailing budget, and add total under "Other Yr1 and/or Other Yr2"

	YEAR 1	YEAR 2
OPERATING REQUESTT	0.00	55,103.00
CAPITAL REQUESTT	0.00	81,614.40
TOTAL PROJECT FUNDS	0.00	136,717.40

TOTAL PROJECT FUNDS REQUESTED: \$ 136,717.40

NAME OF APPLICANT:

NEIGHBOR NETWORK OF NORTHERN NEVADA

CAPITAL Budget

Year One

Other Capital Expenses	Annual
Total Other Yr1 Capital Expenses	-

*Insert this value under Capital: Other Yr1, in the application
For description Yr1: type "See attached"*

Year Two

Other Capital Expenses	Annual
Urban & rural user-side subsidy (ex. Lyft)	38,400
.20 FTE ED wages & fringe: \$144,169/yr + 35% fringe	\$ 38,926
.33 Transportation Prog Coor wages & fringe: \$50,232/yr + 20% fringe	\$ 19,892
Total Other Yr2 Capital Expenses	97,218

*Insert this value under Capital: Other Yr2, in the application
For description Yr2: type "See attached"*

SAMPLE

1. Describe the methodology used to develop the budget.

The budget request is based on actual costs and divided amongst 5 grants as appropriate. The additional 4 grants (ADSD Respite \$100K, ADSD Transportation \$110K, GMAC Respite \$200K, and GMAC Independent Living \$105K) will cover the 50% Operating Cost Share and the 20% Capital Cost Share amounts. Personnel funding requests are essential to effectively manage and support the program while providing the best possible service level to community members. Travel is estimated for 2 travelers and the average of costs (hotel, meals & air fare) for 3 cities due to the unknown location of the annual transportation conference.

2. Describe your management team's technical experience in implementing this project, including the number of personnel dedicated to the project.

N4's founder and executive director will maintain strong oversight and support for the implementation and evaluation of project goals. Her master's degree in Public Administration and longstanding role in health and human services and designing community transportation programs will serve this project well. N4's transportation program coordinator enjoys offering hands-on and personalized support to members including identifying other transportation programs and community services for referrals. N4's operations manager assists with recruitment, outreach, and program reporting. The accounting manager will complete and monitor all grant budgets and billing to ensure accuracy, timeliness, and completeness.

3. Describe the agency's plan for monitoring and evaluating the project.

N4's executive director and operations manager will meet with the transportation program coordinator weekly to assess progress and address any issues that arise. Outcome data and projections will be reviewed and documented at least monthly. A quarterly member survey will be distributed to ask members: the main purpose for taking rides using N4 Connect; main reason they are unable to use public transit or other transportation service programs for these rides; how comfortable they are using the Lyft smartphone app; how satisfied they are with using N4 Connect; if using N4 Connect has made it easier to go places more independently; and if there is anything else they would like to let us know. Survey data will be included in quarterly grant reporting.

4. Identify performance measures to track the effectiveness of the service in meeting the identified milestones/goals.

of outreach activities completed (n= at least 1 per quarter)
of community partners established for collaboration and project dissemination
of quarterly member surveys completed
of N4 Connect members (n= +15% by end of Year 1)
Dollar (\$) amount of future funding secured

5. Describe how you intend to maintain the project after grant funding ends.

N4's executive director works tirelessly seeking future funding and ways to sustain and grow N4's programs and projects. N4 will continue to set and surpass grant outcomes to build the trust and confidence with funders to ensure additional funding is available. N4 will continue to engage people in its Time Exchange and Volunteer Village programs to increase additional transportation options for members. Relatedly, N4 Connect members will be served in the Community Care program, as appropriate, to not only access in-home care services, but also receive additional transportation support from N4's paid Community Care Partners. N4 will explore additional rider co-pay cost structures as necessary and will encourage members to split Lyft rides as a means for stretching their ride credits.

6. Provide a list of grants that your agency has administered within the last three years.

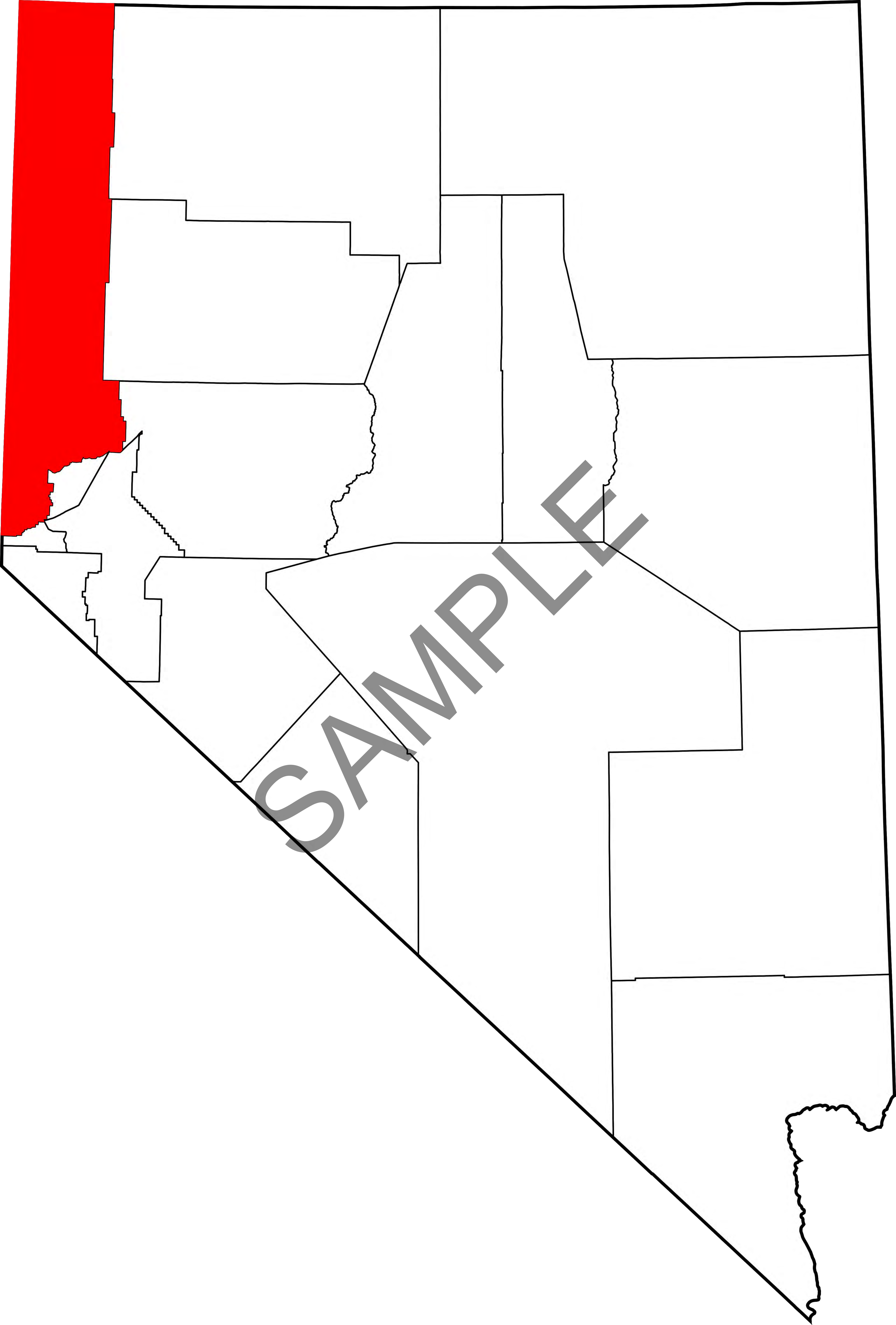
Administration for Community Living Alzheimer's Disease Program Initiative (3 years) \$999,994
Nevada Aging & Disability Services Division for respite, transportation, ancillary, and ARPA: \$831,929.06
City of Reno ARPA (senior transportation) \$200,000
City of Sparks ARPA (senior transportation) \$32,000
Grants Management Advisory Committee for respite and transportation: \$610,000

7. Tell us anything more about your project that you think we should know.

Continued from #6 above...
Nevada Department of Transportation \$1,180,000 (project canceled by NDOT's new transit manager)
Nevada Governor's Council on Developmental Disabilities transportation: \$40,000 (1 year)
RTC Washoe FTA 5310 \$373,424 (2 years)
Statewide Independent Living Council \$43,200 (1 year)

APPENDIX A
SUPPLEMENTAL INFORMATION

SAMPLE



In lieu of letters of support, N4 would like to share N4 Connect member feedback about the program. When asked if there is anything else they would like us to know, members stated:

I would like you to know how much these Lyft rides are helping me. My old car blew a timing chain which I could not fix. I cried of how I was going to get around Reno at 68 years old and walking problems. On a fixed income. From the bottom of my heart thank you for saving me b
With so many doctor appointments, this is helpful for someone that does not drive.
my Age Limits me for Medical care and Transportation
I just love the lift program, ever since I started using lyft, I feel more independent to get around and see family members, friends, and shopping. Oh yes, and to get my hair done. Keep up the good work with lyft!
Just want to thank you for this great program
I need transportation to medical test with medication--I can't drive home.
We really appreciate N4 service
N4 is awesome service and we are so grateful for it!
Great service on Lyft, love it.
N4 is great
thank you!
The transportation funding for ride share programs like LYFT helps a lot for rides to non-medical events.
Keep up the excellent work!
Appreciate the transportation, since I do not DRIVE< and np longer have a Car
I can only get medical rides which I do through MTM. I have had a hard time with social rides until I connected with N4. This is Donna's sister in law answering for her. Marlene Power
I love N4 for Lyft rides!
Be Because of 3 knee re replacements, I can't walk far without hurting or having pain.
You guys are absolutely fantastic!
have a great day and thank you!
everything good
Thank you so much for the Lyft services! I do greatly appreciate them!
Love this service
I appreciate your help
Awesome program. Thank you N4.
It is wonderful to have sources of service such as N4 as an additional form of back-up in the event that other service(s) encounter "snaggs".
I greatly appreciate your service.
N4 Connect staff are friendly, empathetic, and provide excellent customer service. They and your program are outstanding.
Great program!
I absolutely love N4 Lyft. I feel safe going to places. Also I know I will get there on time. It has made my life much more better.
Thank you. A very wonderful program needed by our community. Keep up the excellent work that you do.
Thx for your efforts. After this free ride pilot program please don't over charge for the fare 2\$ with attendants would be helpful 🙏 📧 📧
Everything is good with the lyft credits
Really appreciate all your help
I love the lyft program
Love this service!
Thank you for this gift! I am so happy I can be independent. The voucher program really helps me and my family! Now I don't have to rely on my mom to take me to work.
Just that you're wonderful
Love the program!
I can get out now to get a haircut and go to pharmacy
Great service! 🙏
Am disabled and don't drive
I don't have to worry anymore about seeing my doctor or dentist. I needed every penny. Just about 40 dollars round trip in cab to see doctors. Now, I can go again.
Ever thought of maybe subsidizing the RTC access ticket like you do lyft
Thank you for the service.
I am very grateful for the end for program I enjoy being very independent not having to rely on family members or friends.
I appreciate and am thankful for this program that helps me greatly, Thank You
Thank you for this opportunity to increase my independence.
everything good
I love this service. It is much more calming.
It has been a godsend to me I have difficulty getting in out of vehicles can't do steps
Please don't end this program. It's a life saver.
Love this program!
Just that you are a great service
I greatly appreciate the N4 Connect LYFT rides. It makes getting to my doctor's appointments and shopping so much easier and saves me a lot of time. I am truly grateful for this wonderful service. Thank you so much.
I just think this program is the best and thank you!!!
The LYFT drivers are also very helpful in making sure that I get into the building from the parked vehicle outside. This is especially important with visual impairment because I would rather not be wandering around the property outside to attempt "self exploration" when there is an appointment involved; not to mention that the wintry season is uncomfortably cold outside if not also a bit dark.
program is great
It has been a life saver for me to get to pharmacy's and drs
I LOVE THIS SERVICE! ❤️ 🙏 🙏
Thank you!
I appreciate n4 so very much, thank you
Love LYFT
THANK YOU
I am truly grateful for N4 Connect. It has made my life less stressful. I don't have to worry about getting to my appointments extremely early or extremely late. Also I can just call LYFT and they are there. No waiting and worrying if they forgot me.
I am grateful for your program - thank you so much!
Thank you!
everything good with program
I can not get paratransit to my home, therefore the program is very helpful to me.
Love this service!
no, thank you for your help!
Thank you so very much for this service.
Keep up the good job, especially now when we are dealing with a pandemic.
Thank you for this great program and service.
Took a ride last Saturday, the driver was very kind and the wait was not very long - may have been because of knowing that I wanted to leave earlier and scheduled the ride instead of on-demand.
I love this service! Thank you
Only service that is in my home area (Spanish Springs) no public transportation in area.
At this time I have been seizure free long enough to drive. Your service enabled me to manage not driving during the months I could not drive. Thank you for that. Hopefully I will remain seizure free and remain driving. I will reconnect with you if my situation changes. I can not thank you enough. My best, Catherine Oppio
THANK YOU
Thank you
everything good
Keep up the good work.
This has been good for me to make it to all my medical/doctor/lab appointments.
It has been a life saver I can't drive and had no other way of getting around

I greatly appreciate this programme I feel much more comfortable with Lyft. Lyft gets me to my destination and I don't have to stress out over what time they dropped me off. As I explained above sometimes RTC Access would drop me an hour late. I scheduled an hour of shopping and was dropped off 5 minutes before I was to be picked up. Also I have a stalker who uses RTC Access. I am afraid of having the same ride with him when we return to normal life. Post Covid-19.

Thank you for the wonderful program.

This is a great program

It's a great program

GOOD JOB!

good service

I think this program is wonderful couldn't depend on family members so I was unable to keep appointments plus I don't drive do to shoulder pain and no car

Thank you for your work, and I hope the program continues into the years ahead.

Love this service!

I'm thankful and appreciate N4

This is a great program

No just glad to have the service thank you

No just glad to have the service thank you

Just happy I have this program!

Thank you!

Please don't stop this service!

Really appreciate the services that N4 offers for older adults and people with disabilities.

Thank you for the program

I think this program is wonderful

Thank you for all that you do, and stay safe.

I am very grateful for N4 Connect. It allows me to feel more safe coming and going to places. I am afraid of Covid-19 and using Lyft makes me feel safer than using public transportation. Also it helps me out with my dad. My mom died in June 2020, and Lyft helps me out with going to his house or coming home from his house. Sometimes my dad can't always drive me.

I love and appreciate this program. Don't know what I would do without it!

It has helped a lot

I'm so happy I have this program

Thank you for Lyft

Thank you for your kindness & help with everything ❤️

Very accessible and affordable the drivers that lyft assigns are always willing to accommodate

Excellent service

No, but thank you for this program

Thank you so much for N4 Connect. I am truly grateful for the programme. It has helped me so much! Especially now that my mom has died. It helps me with my dad because he can't always drive me to and from his house if I need to go over and help him. Also during this time of Covid-19. N4 Connect helps me get to and from everything safely and quickly. I don't get sensory overload.

You guys are great!

The N4 Program is very helpful financial wise. You could say that it is a "life saver".

just thank you!

I love this service! Thank you

Im thankful for N4

I would be homebound without this service.

Very good for seniors like me. That need transportation when necessary. Thank God for you.

Thanks for your service

Thanks for your service

Appreciate Sparks and Brianna going the extra miles to have this very needed program running.

Thank you very much for your service, and hope the staff is doing well during this difficult time.

Yes this program has helped me a lot

You guys have the best program in Reno

This has been a great service for my son. Thank you!

Now, more than ever, do I use Lyft. I can get to and from shopping, doctors appointments, prescriptions, quickly without all the wait time. And not worry about being in the public so long.

Thank you for this service!

You guys have the best program in Reno

Love this program! Really need it!

Just that I appreciate this service and your organization very much!

No except! thank you for your services!

Enjoy using Lyft. Gives me more independent. Don't have to ask family for rides anymore

N4 is an all around amazing organization. It assists people of ALL ages in so many different ways!

Love this service please don't close it down, I don't mind waiting for ride.

Being able to say yes at the last minute. Is great I get to see my family lot more.

Very grateful

N4 staff are great.

Great program

I love this service

I am truly grateful for N4 Connect. It has allowed me to be more independent. And it allows me more freedom. Thank you for starting this programme. It means so much to me.

Love and depend on this program! Thank you so much!

Thank you for having the program.

You guys are doing an amazing job

Keep up the good work, it is most helpful during these difficult times.

Please keep up good work

Very thankful for this program as I can't afford a car and don't want to bother family members

Very pleased with the program

Makes SUCH a difference to the quality of my life

Thank you!

I really enjoy this program and have had really nice Lyft drivers. Absolutely love it and so much better than taxis!

For the question "What is the main purpose for taking rides using N4 Connect", I think the answer options would be better as check boxes rather than radial bullet points (or at least have a choice "All of the above") because I pretty much use LYFT whenever my family nor friends are available due to my residence being outside of the ADA Zone.

Thank you

love lyft

It would be great if this program could be expanded throughout the more rural counties nearby, possibly with 5310 funds from the state of Nevada as there are plenty of people with disabilities who live nearby and could absolutely use this program. Otherwise everything is great!

This program was awesome and I hop it will be continued

Thank you for the program!

Thank you for the help when I need it!

Just knowing that I have the option of the services gives me peace of mind. Thanks

This program really benefits me. I don't know what I would do without it.

I am so thankful for N4 Connect discounted ride programme. It has made me so much more independent. I am able to enjoy life more. Thank you for starting up this programme. I am so grateful. Thank you for everything.

I have much more independents using Lyft than I had before.

I love the service & drivers are so nice... what is Go go grandparents?

Thank you

Thanks for having this service available!

this has helped me get to places i couldn't have otherwise

Thank you for your programs.
I am very grateful for the Lyft services you have provided. Thank you for all your help in providing these services. They are greatly appreciated.
This program was a god sent when I needed it due to a fixed income.
I enjoy being able to have a discount with Lyft
This program is a God Send for me. I've been able to make more medical appts by guaranteeing I have transportation to and from.
Not at this time. Thank you for this service.
This program has made it possible for me to be independent. Without this program I would not be able to be independent. Thank you!
Thank you so much for this program it help me get around and save me a lot of money to
Thanks for your help.
Great program
I love the people and the service, everyone is so nice and kind...you made me able to get out of my home after 20 yrs... God bless you all!
Thank you for your help!
I am available for working groups or committee work
Thank you for helping our community.
Thank you for helping!
This program has given me so much more freedom and enjoyment. Also it has given so much more independence now that I am widowed and live alone.
I am so happy with the Lyft programme. I am able to come and go much more quickly and easier than before. And if there is a sudden change I am equipped with Lyft to help me get somewhere quickly. Thank you for this service. I am so grateful for this programme. Thank you.
Great program and hopes it continues!
Thank You
It has greatly come in handy when I need to travel between Reno and my place of work in Carson City during the middle part of the day when the RTC Intercity does not run such as for errands. Because of this commute, I wish I could get more LYFT Bucks per month than \$160; say \$200.
The program is fantastic, I feel more independent than I ever have in such a long time. However I wish there was a way to take the credit and come bind it as one like a rollover plan. Other than that I have no other issues that program like I said is fantastic. I am able to socialize a little more go to doctors appointments, and go to work at the same time.
I am not that comfortable yet, but I use it for transportation to go to work, and I am getting more comfortable. Thank you! It has helped me to become more independent.
I think everyone is wonderful
This is a great program. It helps people with disabilities becomes independent. It saves us time. Give us flexibility. Thank you.
Thank you for this program! It is very helpful, has increased my independence, and made me feel like an equal and contributing part of my community.
I might not use the Lyft program weekly, only when dialysis (kidney lifeline) is affected by winter weather, sudden dialysis treatment, and medical monthly schedule changes.

SAMPLE

APPENDIX B
REQUIRED CERTIFICATIONS

SAMPLE

CERTIFYING AUTHORITY

I am duly authorized to make the following certification on behalf of the Applicant Organization and based on my position, knowledge and experience with the Applicant Organization:

- 1) the information contained in the Application, including the attachments, is true and correct;

- 2) the Applicant has the requisite fiscal, managerial, and legal capabilities to carry out the operations and maintenance of the Project as prescribed by the RTC

- 3) the Applicant shall adhere to federal, state and local requirements, if any related to the Project.

1/17/24

Date

Amy Dewitt-Smith

Digitally signed by Amy Dewitt-Smith
Date: 2024.01.17 11:02:35 -08'00'

Signature of Authorized Official

Amy Dewitt-Smith

Name of Authorized Official

Executive Director

Title

LOCAL SHARE CERTIFICATION FORM

I, the undersigned representing Neighbor Network of Northern Nevada, Amy Dewitt-Smith
(Insert Legal Name of Applicant) (Insert Name of Authorized Official)

do hereby certify to the Regional Transportation Commission, that the required \$ 75,506.60

in local match funds are available and that the source of the funds are from

(be specific)

which are:

- a. Cash from non-governmental sources other than revenues from providing public transportation services;
- b. Non-farebox revenues from the operation of public transportation service, such as the sale of advertising and concession revenues. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is not farebox revenue;
- c. Amounts received under a service agreement with a State or local social service agency or private social service organization;
- d. Undistributed cash surpluses, replacement or depreciation cash funds, reserves available in cash, or new capital;
- e. Amounts appropriated or otherwise made available to a department or agency of the Government (other than the Department of Transportation); and
- f. In-kind contribution such as the market value of in-kind contributions integral to the project may be counted as a contribution toward local share.

Date 1/24/24

Amy Dewitt-Smith Digitally signed by Amy Dewitt-Smith
Date: 2024.01.24 13:10:48 -08'00' S

Signature of Authorized Official

Amy Dewitt-Smith

Name of Authorized Official

Executive Director

Title

PRIVATE NON-PROFIT ORGANIZATION CERTIFICATION ELIGIBILITY

Private Non-Profit Organization



As a private non-profit organization, Neighbor Network of Northern Nevada

(insert name of private non-profit organization)

attaches to this application our IRS 501(c)(3) letter establishing our eligibility as a private non-profit organization.

1/17/24

Date

Amy Dewitt-Smith Digitally signed by Amy Dewitt-Smith
Date: 2024.01.17 11:03:15 -08'00'

Signature of Authorized Official

Amy Dewitt-Smith

Name of Authorized Official

Executive Director

Title

SAMPLE

ATTACHMENT B
INSURANCE/INDEMNIFICATION

SAMPLE

ATTACHMENT B
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 its 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 Indemnitee 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 an additional insured 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.

SENIOR/DISABLED TRANSPORTATION PROGRAM FUNDING AGREEMENT

This agreement (the “Agreement”) is dated and effective as of October 1, 2024 by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, authorized to do business in the State of Nevada (“RECIPIENT”).

WITNESSETH:

WHEREAS, RTC has been designated as the agency to receive and administer federal funds under the 49 USC 5310 Federal Transit Administration (“FTA”) Formula Grant Program (the “5310 Program”); and

WHEREAS, as provided in NRS 377A.080, RTC may appropriate certain money in the public transit fund to provide transportation or to support agencies which are providing transportation for the elderly and persons with disabilities, if the services are consistent with the regional transportation plan; and

WHEREAS, RTC is allocating sales tax dollars equivalent to the annual appropriations it receives under the 5310 Program (“5310 Equivalent Funds”) to support private non-profit organizations, certain public bodies, Indian reservations and colonies, and operators of public transportation services which provide transportation for the elderly and persons with disabilities (the “5310 Equivalent Program”); and

WHEREAS, RECIPIENT is a system of higher education eligible to receive 5310 Equivalent Funds; and

WHEREAS, RTC has accepted a project application developed by RECIPIENT that has been selected for 5310 Equivalent Funds; and

WHEREAS, RECIPIENT and RTC are entering into this agreement to define the responsibilities of the parties.

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - SCOPE OF SERVICE

1. RECIPIENT has agreed to implement the Sanford Center for Aging Transportation Services Program (“PROJECT”), subject to the terms and conditions of this Agreement, which includes the Project Application, attached as Attachment A. The attached Project Application is inclusive of the Applicant Information, Project Understanding, and Budget Request.
2. RECIPIENT shall be the Program Administrator for the PROJECT. It shall: contribute matching funds; complete and provide required deliverables; provide required reporting to

the RTC; prepare billing requests for funds from the RTC; maintain required files; and administer the PROJECT according to the Project Application attached as Attachment A.

3. Site visits will be conducted once a year, at a minimum. Additional site visits will be performed as deemed necessary by RTC. The RTC project manager will contact RECIPIENT to schedule a site visit within one month after contract execution.

ARTICLE II - COST

1. The 5310 Equivalent Program is a reimbursable program for operating and/or capital funds, and requires a matching percentage to be contributed to the PROJECT by RECIPIENT.
2. The total operating PROJECT cost of this Agreement is One Hundred Sixty-Nine Thousand Nine Hundred Fifty-Four Dollars and No/100 (\$169,954.00). The maximum reimbursement of 5310 Equivalent Funds for the period of October 1, 2024 through September 30, 2025 for operating costs shall not exceed the sum of Eighty-Four Thousand Nine Hundred Seventy-Seven Dollars and No/100 (\$84,977.00). RTC will not make any payments for reimbursement of the PROJECT unless funding from the 5310 Program or other eligible federal funds are appropriated to RTC. The remaining fifty percent (50%) or Eighty-Four Thousand Nine Hundred Seventy-Seven Dollars and No/100 (\$84,977.00) required operating match will be provided by RECIPIENT. Operating costs include management/office personnel salaries, insurance, office expenses, facilities rental, marketing/promotion, driver and dispatcher salaries, maintenance and repair, fuel, garage rental and operating supplies, and other costs approved by RTC.
3. RECIPIENT agrees to be responsible for the fifty percent (50%) operating match on each submitted invoice, and can use eligible federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions can be used for match as long as the value of each is documented and supported, and represents a cost which would otherwise be eligible under this Agreement. See Appendix B of Project Application, Required Certifications, Local Share Certification Form.
4. This project qualifies for capital funding for Mobility Management. The total capital PROJECT cost of this capital portion is Forty-One Thousand Dollars and no/100 (\$41,000.00). The maximum reimbursement of 5310 Equivalent Funds for the period of October 1, 2024 through September 30, 2025 for capital costs shall not exceed the sum of Thirty-three Thousand Eighty Dollars and No/100 (\$33,080.00). The RTC will not make any payments for reimbursement for the PROJECT unless funding from the 5310 Program or other eligible federal funds are appropriated to the RTC. The remaining twenty percent (20%) or Eight Thousand Two Hundred Dollars and No/100 (\$8,200.00) required capital match will be provided by RECIPIENT.
5. RECIPIENT agrees to be responsible for the twenty percent (20%) capital match on each submitted invoice, and can use eligible federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions can be used for match as long as the value of each is documented and supported, and represents a cost which would otherwise

be eligible under this Agreement. See Appendix B of Project Application, Required Certifications, Local Share Certification Form.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall commence on October 1, 2024 and shall run through and include September 30, 2025.
3. RECIPIENT shall provide its passengers and employees with a complaint resolution process approved by RTC.
4. RECIPIENT shall provide RTC, on a quarterly basis, with a written PROJECT Milestone Progress Report in a form provided by RTC detailing any changes or additions to the PROJECT.
5. RECIPIENT shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of RTC. Upon RECIPIENT's receipt of RTC's written approval to assign or subcontract any of the work performed under this Agreement, RECIPIENT will provide RTC with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of RTC, shall be unauthorized and may affect the reimbursement of funds.

ARTICLE IV - SCHEDULE OF PAYMENTS

1. In consideration of RECIPIENT's continuous and satisfactory performance of its duties required under this Agreement, RTC shall reimburse RECIPIENT, upon RTC's receipt and approval of an appropriate invoice that is supported by true and factual expense documentation. Invoices must be submitted on RECIPIENT's stationery using RTC's format or submitted on RTC's standard invoice form. RTC's obligation to reimburse RECIPIENT is expressly conditioned upon RTC's receipt of such funds contemplated under the 5310 Equivalent Program for this Agreement and RTC shall have no obligation to reimburse RECIPIENT from any other funds available to RTC.
2. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. RECIPIENT's invoices must be submitted within fifteen (15) days from the end of each thirty (30) day billing cycle. Invoices received after fifteen (15) days will be evaluated by RTC on a case-by-case basis for payment.
3. RTC shall utilize its normal accounting procedure in the payment of the invoices submitted, and disburse funds to RECIPIENT as promptly as RTC's fiscal procedures allow.
4. Monthly reporting is required to accompany the invoice for all reimbursement costs. The monthly report shall include, may not be limited to, detailed labor cost, services cost, materials and supplies cost, maintenance cost, daily transportation logs, vehicle

maintenance records, volunteer hours log, volunteer name. *(Please disregard any aforementioned items that do not pertain to your project).*

ARTICLE V - RECORDS AND REPORTS

1. RECIPIENT and its contractors shall establish and maintain, separate accounts for the PROJECT. Except as provided below, RECIPIENT and its contractors shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by RTC for a period of not less than three years after the date of termination or expiration of this Agreement. In the event of litigation or claims arising from the performance of this Agreement, RECIPIENT and its contractors shall maintain the PROJECT accounts until RTC, has disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.
2. The separate PROJECT accounts required to be kept by RECIPIENT and its contractors shall identify and include the costs per passenger trip, hours of operation, additional operating expenses, and the matching sources, as required.
3. All charges to the separate PROJECT accounts shall be supported by properly executed invoices, contracts or vouchers that document the nature and propriety of the charges. Documentation to support the invoice is required in accordance with the rules and regulations of RTC.
4. RECIPIENT shall advise the RTC regarding the progress of the PROJECT at such times and in such manner as the RTC may require, including, but not limited to meetings and interim reports. RECIPIENT shall submit as may be required by the RTC, financial statements to include documented match of in-kind contributions, records, contracts and other data related to the PROJECT, as the RTC, in its sole discretion, deems necessary.

ARTICLE VI - TERMINATION

1. Except as otherwise provided in this Agreement, this Agreement may be terminated upon thirty (30) days written notice, given in accordance with this Agreement, upon (a) mutual consent of both parties; or (b) unilaterally by either party for cause. In the event of termination per this section, RTC shall only be liable to reimburse for services performed in accordance with the standards of this Agreement performed to the effective termination date.
2. If, at the expiration and/or termination of this Agreement, RECIPIENT has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under the terms of this Agreement, RECIPIENT shall be liable to and shall pay RTC the amount of the excess funds. Payment shall be made by RECIPIENT to the RTC within thirty (30) days of the expiration and/or termination of this Agreement.
3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available to RTC by the FTA under the 5310

Program. The RTC shall terminate this Agreement if, for any reason: (a) RTC's funding from local and/or federal sources is not appropriated or is withdrawn, limited or impaired; or (b) RECIPIENT's funding is not appropriated or is withdrawn, limited or impaired. Under said circumstances, RECIPIENT waives any claim for damages resulting from the termination and, in this instance, termination shall be effective immediately upon receipt of notice.

4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:
 - a. If RECIPIENT and/or its contractor fails to provide or satisfactorily performs any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within written extension of those time constraints; or
 - b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by RECIPIENT to provide the goods or services required by this Agreement is for any reason denied, revoked, excluded, terminated, suspended, lapsed or not renewed; or
 - c. If RECIPIENT becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
 - e. If it is found by RTC that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by RECIPIENT, or any agent or representative of RECIPIENT, to any officer or employee of RTC with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.
5. Opportunity to Cure: RTC shall, in the first instance, allow RECIPIENT thirty (30) days in which to cure a breach or default. The written notice of termination shall set forth the nature of said breach or default and the action deemed necessary for RECIPIENT to cure. Should RECIPIENT fail to cure said breach or default to the satisfaction of RTC within the time allowed, this Agreement shall automatically terminate unless RTC waives its remedy pursuant to subsection 7, below. In the event of termination, RTC will have no further obligation to RECIPIENT. Any such termination for breach or default shall not preclude RTC from also pursuing all other available remedies against RECIPIENT and its sureties for said breach or default.

6. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of RECIPIENT, and all monies have been spent, according to this Agreement, and the final payment made, this Agreement shall be deemed to have terminated.
7. Waiver of Remedies for any Breach or Default: In the event that RTC elects to waive its remedies for any breach or default by RECIPIENT of any covenant, term or condition of this Agreement, such waiver by RTC shall not limit RTC's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement. Any waiver must be in writing.

ARTICLE VII – AUDIT & CLOSEOUT

1. RTC shall initiate closeout activities after approved RECIPIENT activities are completed, funds are expended and reimbursement has been received.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Debarment and/or Suspension: RECIPIENT certifies 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 agency or RTC.
 - b. ADA: RECIPIENT shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.
 - c. Civil Rights: RECIPIENT shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
2. RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Nondiscrimination: RECIPIENT, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. RECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- b. Information and Reports: RECIPIENT shall provide all information and reports required by the RTC, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by RTC to be pertinent to ascertain compliance with such directives.
 - c. Sanctions for Noncompliance: In the event of RECIPIENT's noncompliance with the nondiscrimination provisions of this Agreement, RTC shall impose such agreement sanctions as it may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to RECIPIENT under this Agreement until RECIPIENT complies, and/or
 2. Cancellation, termination or suspension of this Agreement, in whole or in part. A cancellation or termination of this Agreement pursuant to this subsection shall not be subject to the Opportunity to Cure.
 - d. Agreements with subcontractors will include provisions making all subcontractor records available for audit by RTC.
 - e. Incorporation of Provisions: RECIPIENT will include the provisions of Paragraphs (a) through (e) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.
3. RECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner effecting the performance of this Agreement, including without limitation, workers' compensation laws, licensing laws and regulations.
 4. RECIPIENT is self-insured in the manner and in accordance with the terms of its self-insurance letter and certificate made a part hereof as Attachment B.
 5. Except as provided herein and in subsection 11, RECIPIENT shall indemnify, hold harmless and defend RTC from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged acts or omissions of the RECIPIENT party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The RECIPIENT's indemnification obligation is conditioned on it being served with written notice of any claim within ninety (90) days of the RTC's receipt of written notice of an actual or threatened claim or the RTC's receipt of a "Complaint" or other court documents asserting a cause of action. Except as provided herein and in subsection 11, RTC shall indemnify, hold harmless and defend RECIPIENT from and

against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged acts or omissions of RTC, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The RTC's indemnification obligation is conditioned on it being served with written notice of any claim within ninety (90) days of the RECIPIENT's receipt of written notice of an actual or threatened claim or the RECIPIENT's receipt of a "Complaint" or other court documents asserting a cause of action.

6. RECIPIENT and all successors, executors, administrators, and assigns of RECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.
7. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Executive Director of RTC, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the District Courts of the State of Nevada.
8. Performance During Dispute: Unless otherwise directed by RTC, RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.
9. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTC or RECIPIENT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
10. To the extent applicable, the parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive, consequential or indirect damages. Actual damages for any RTC breach shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid for the fiscal year budget in existence at the time of the breach.
11. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada District Courts for enforcement of this Agreement. Venue for any such actions shall be in Reno, Nevada.
12. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed

certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR RTC: Bill Thomas, AICP
Executive Director
ATTN: Christian Schonlau,
Director of Finance/CFO
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno NV 89502
Phone: (775) 335-1845
E-Mail: cshonlau@rtcwashoe.com

FOR RECIPIENT: Thomas Landis
Grants and Contracts Manager
Board of Regents, Nevada System of Higher Education on
Behalf of the University of Nevada, Reno
Sponsored Projects / Mailstop 325
University of Nevada, Reno
Reno, NV 89557-0240
Phone: (775)784-7506
E-Mail: ospadmin@unr.edu

13. RTC and RECIPIENT are independent of and not as agents, employees, partners, or joint venturers of the other. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.
15. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between RTC and RECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions or any part of this Agreement, to create in, the public, or any member thereof, a contractual relationship between such persons and entities and RTC.
16. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either

party. 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 this Agreement after the intervening cause ceases.

17. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
18. RECIPIENT acknowledges and agrees that, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to RECIPIENT, or any other party pertaining to any matter resulting from this Agreement.
19. Information or documents may be open to public inspection and copying per the provisions of Chapter 239 of NRS.
20. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement 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 Agreement unenforceable.
21. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.
22. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of RTC.
23. As used herein, the term "RECIPIENT" shall include the plural as well as the singular, and the feminine as well as the masculine.
24. This Agreement, including the attachments hereto and certifications completed and signed by RECIPIENT, including any amendments or addenda, constitute the entire Agreement and by this reference are incorporated herein, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Bill Thomas, AICP, Executive Director

BOARD OF REGENTS, NEVADA SYSTEM OF
HIGHER EDUCATION ON BEHALF OF THE
UNIVERSITY OF NEVADA, RENO

By _____
Tom Landis, Grants and Contracts Manager

SAMPLE

ATTACHMENT A
PROJECT APPLICATION

SAMPLE


REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

RTC MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM FUNDING - CALL FOR PROJECTS

FFY24 – FFY26 PROJECT APPLICATION

Application Due: **January 17, 2024 at Noon -- Submit to: jmeyers@rtcwashoe.com**

PROJECT TITLE:	Sanford Center for Aging Transportation Services
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SECTION 1: APPLICANT INFORMATION			
Applicant's Legal Name:	Board of Regents, NSHE, on behalf of the University of Nevada, Reno		
Contact Person/Title	Crissa Markow	/	Director, Community Service
Address:	1664 North Virginia Street/MS 0146		
City:	Reno	State: NV	Zip Code: 89557
Telephone #:	(775) 682-8001	Email Address:	cmarkow@unr.edu

REQUEST TYPE (check all that apply)	
<input checked="" type="checkbox"/> Continuation of an Existing Project	<input type="checkbox"/> New Project
<input checked="" type="checkbox"/> Operating	<input type="checkbox"/> Capital

ORGANIZATION TYPE (check all that apply)		
<input checked="" type="checkbox"/> Local Government Authority	<input checked="" type="checkbox"/> Private Non-Profit Organization	<input type="checkbox"/> Private For-Profit Organization

SUPPLEMENTAL INFORMATION – See Appendix A	
<input type="checkbox"/>	Copy of current IRS W-9 Taxpayer Identification Certification Form, NEW APPLICANTS ONLY
<input type="checkbox"/>	Service Area/Route Map (if applicable)
<input type="checkbox"/>	Attachment 1: Vehicle Inventory (if requesting funds for vehicles)
<input type="checkbox"/>	Attachment 2: Maintenance of Vehicles & Vehicle Being Replaced (if requesting funds for vehicles)
<input type="checkbox"/>	Current Letters of Support for Project (<i>maximum of three</i>)
<input type="checkbox"/>	Last three (3) years of financial audits, NEW APPLICANTS ONLY
<input checked="" type="checkbox"/>	Most recent financial audit, existing 5310 applicants only

CERTIFICATIONS – See Appendix B*Please provide an explanation for any documentation not submitted.*

<input type="checkbox"/>	Certifying Authority
<input type="checkbox"/>	Local Share Certification
<input type="checkbox"/>	Private Non-Profit Organization Certification Eligibility

SECTION II: PROJECT UNDERSTANDING**Needs & Benefits (50 Points)**

The following questions should be answered for this project. If you need additional space, attach separate document.

1. Describe the project (500 words)

The Sanford Center for Aging (SCA) mission is to enhance the quality of life and well-being among elders. Through trained volunteers and paid staff, the Community Services unit provides direct support to Washoe County's most vulnerable elders to increase their capacity to age in place. SCA transportation services address a specific need for free, door through door services (providing limited assistance to clients from the door of their home to the door of their destination) to older adults who cannot otherwise access other transportation options in our community due to physical ability, geographic location, or income limitations. Volunteer drivers, utilizing their personal vehicles, provide a majority of the transportation to clients through two of our programs, Senior Outreach Services and Volunteer Transportation Program. Additionally, one part-time hourly employee provides transportation in a wheelchair-accessible program-owned van. When both of those options are not available, program staff schedule ride-sharing services for clients who are able and willing to do so.

The landscape of volunteer recruitment and retention has changed drastically and continues to be a challenge, a point noted in discussions with volunteer-based organizations locally and nationally. Demand for micro-transit services within Washoe County continues to increase and outpaces the availability of our current programming. SCA Community Services has secured funding for the purchase of a new vehicle, which will be used by paid program staff to provide additional rides to clients, attend community outreach events to increase client and volunteer participation, and to visit new and existing clients in their homes for required in-home assessments. As required by other grant funding, each client receives an in-home assessment at the time of enrollment and annually to ensure their safety in utilizing our services and that their home environment is safe for volunteer visits.

With RTC funding, we anticipate at least a 25% increase in number of riders and trips, addressing the pressing need of current clients as well as more than 75 seniors currently on our waiting lists. This will enhance the impact of our transportation services, allowing our program to decrease the length of time clients must call ahead to schedule a ride, increase number of confirmed rides, and serve growing demand for transportation. Additionally, it will compliment ongoing programmatic improvements resulting from the consolidation of Sanford Center direct services (see Project Readiness #2).

1a. Estimated number of individuals to be served by your project annually.

	Unduplicated Number of Riders/Users Annually		Total Number of Trips/Users Annually	
	Existing (Current Operations Only)	Projected*	Existing (Current Operations Only)	Projected*
Seniors 60 years of Age and Over (Projects Serving Seniors)	55	70	1535	1,920
Individuals with Disabilities				
General Public, if any				
TOTAL	55	70	1535	1920

Definition of Unduplicated Users/Riders: Unduplicated Users/Riders are counted based on an annual basis. Each user/rider is counted only once annually, no matter how many times he/she utilizes the service or facility. If records are unavailable to accurately count the number of unduplicated users/riders, an estimate is acceptable.

1b. Explain how you derived at your projections.

RTC funding has historically supported transportation services through our Senior Outreach Services program. In 2023, we expanded the impact to also support our Volunteer Transportation Program. Both programs provide transportation to vulnerable elders in Washoe County. There are currently 82 clients combined, though not all actively utilize transportation. The annual unduplicated number of riders was derived from estimating the actual number of clients receiving transportation annually, each counted only once. The total number of trips was pulled from the milestone measures tracked and sent to RTC in the Operating Report. Projected totals are based on a minimum 25% growth in services provided.

1c. Provide the temporal and geographic scope of activities in the table.

Day of Week	Operating Hours	Geographic Coverage	
		<u>Core Service Area</u> Specify Municipal and County Areas Covered	Special Destination Trips Outside of Core Service Area (if applicable)
Monday	Generally 8:00 - 5:00	most of Reno/Sparks	
Tuesday	Generally 8:00 - 5:00		
Wednesday	Generally 8:00 - 5:00		
Thursday	Generally 8:00 - 5:00		
Friday	Generally 8:00 - 5:00		
Saturday	as needed		
Sunday	as needed		

2. Describe the unmet transportation need that the proposed project seeks to address.

According to community needs assessments, transportation for adults over 60 and those with disabilities is a leading concern for Washoe County residents. This need is also evidenced by consumer demand for our transportation services and extensive waiting lists. Our programs are distinct in providing door-through-door services while also addressing social isolation by providing free, volunteer-based transportation to socialization activities and wellness programs, in addition to medical appointments and essential errands. Our person-centered programming allows volunteers and program staff to know our clients well enough to identify concerning changes requiring immediate attention, improving each client’s ability to receive safe, individualized transportation and to age in place.

3. Identify major milestones/goals the project expects to accomplish and the anticipated timeframes.

Milestone/Goal	Date (M/d/yyyy)
Enroll at least 20 new volunteer drivers between 10/1/2023 and 9/30/25	9/30/2025
Recruit, hire, train second driver	11/30/2024
Ensure ongoing maintenance of vehicles	monthly
Process mileage reimbursements to volunteers	monthly
Submit monthly operating report	15th of each month
Submit annual report	October 15, 2024/25

Coordination, Implementation & Outreach (20 Points)

1. How will this project utilize or coordinate with other human service agencies and/or public transportation providers? If the project will not include coordination, provide detailed explanation for the reasons that coordination cannot occur.

Sanford Center for Aging Community Services actively engages in ongoing partnerships and coordination of services with other organizations to ensure individuals are informed and receive transportation services to meet their unique needs. Program staff participate in ADSD Regional Planning Group meetings with other transportation providers, maintain updated program information in community resource lists, attend transportation summits/events, contribute to transportation surveys and plan development, lead community forums for input on barriers to transportation, engage with agencies like N4, RTC, Seniors in Service, Access to Healthcare, and maintain internal documentation of alternative transportation options to share with clients and the public.

2. Explain how the project relates to other services or programs provided by your agency.

The Sanford Center for Aging mission is to enhance the quality of life and well-being among elders. Under the gerontological expertise of Peter Reed, PhD, SCA programs collaborate to best serve the growing population of elders in Northern Nevada. We adhere to the "No Wrong Door" approach to ensure community members receive the services they need and to share information with a vast public audience. The Community Services team partners with SCA Geriatric Care Clinic, Wellness Programs, Nevada Geriatric Education Center, Gerontology Academic Program, and OLLI for volunteer and participant recruitment and community outreach, working toward continual expansion of our transportation and companionship services.

3. How will the target population be given priority on all project activities, if the service is not restricted to the target population?

Transportation services are restricted to the target population served by program funding: vulnerable elders age 60 and older with limited access to reliable transportation options. Each client utilizing our transportation service must complete the initial enrollment process, which includes an in-home assessment, and an annual assessment thereafter.

4. How will the project be marketed to the target population and promote public awareness? Include information on how populations with Limited English Proficiency will be apprised of the project and whether marketing materials will be available in other languages

The Sanford Center Marketing & Communications Specialist and program staff promote public awareness of transportation services to eligible seniors and potential volunteers. Current demand consistently exceeds program capacity. This RTC funding will allow for expanded program impact, with the intention of serving as many adults as possible in need of transportation services. Staff provide outreach at community events in transportation-limited areas, such as outside the RTC zone, particularly Sparks/Spanish Springs, north valleys, and southern Washoe County, and will continue engaging with community partners serving similar populations. Information is provided to those with Limited English Proficiency in their preferred language whenever possible.

Project Readiness (30 Points)

SECTION III: BUDGET REQUEST

OPERATING BUDGET REQUEST

The project operating budget estimate should be based on actual annual expenditures for existing services. Budgets for New Services without an operating history should detail the sources of their estimated budgets. Applicants who are operating their own services shall fill out Items A-D in the Budget Details.

Budget Detail Year 1

<u>Estimated Operating Expenses</u>	
a. Wages, Salaries & Benefits	\$ 15,367.00
b. Maintenance & Repairs	\$ 1,000.00
c. Fuel	
d. Insurance	
e. Other:*	\$ 17,650.00
<u>Total Operating Expenses</u>	\$ 34,017.00
Less Estimated Revenue (enter positive number)	
Less any remaining 5310 OPERATING Funding (enter a positive number)	(\$ 34,017.00)
Net Operating Cost	\$ 0.00
Local Share (50% of net Operating Cost)	\$ 0.00
TOTAL OPERATING REQUEST (Expenses must exceed minimum of \$25,000)	\$ 0.00

*If additional budget lines are necessary, attach Excel spreadsheet detailing budget, and add total under "e. Other"

Budget Detail Year 2

<u>Estimated Operating Expenses</u>	
a. Wages, Salaries & Benefits	\$ 49,500.00
b. Maintenance & Repairs	\$ 2,000.00
c. Fuel	\$ 1,750.00
d. Insurance	
e. Other:	\$ 116,704.00
<u>Total Operating Expenses</u>	\$ 169,954.00
Less Estimated Revenue (enter positive number)	\$ 0.00
Net Operating Cost	\$ 169,954.00
Local Share (50% of net Operating Cost)	\$ 84,977.00
TOTAL OPERATING REQUEST (Expenses must exceed minimum of \$25,000)	\$ 84,977.00

CAPITAL BUDGET REQUEST

	Capital Request	
	<u>Year 1</u>	<u>Year 2</u>
Vehicles(s)*		
Facility Improvement		
Computer Software/Hardware/Technology		
Other Yr1*: _____		
Other Yr2*: <u>Mobility Management</u>		\$ 41,000.00
Net Capital Request	\$ 0.00	\$ 41,000.00
Less any remaining 5310 CAPITAL/MOBILITY MGMT funding (enter positive number)	\$ 0.00	
Adjusted Capital Request	\$ 0.00	\$ 41,000.00
Local Share (20% of net Capital Cost)	\$ 0.00	\$ 8,200.00
TOTAL CAPITAL REQUEST	\$ 0.00	\$ 33,080.00

*Complete Attachment B – Vehicle Inventory (if requesting funds for vehicles)

*If additional budget lines are necessary, attach Excel spreadsheet detailing budget, and add total under "Other Yr1 and/or Other Yr2"

	YEAR 1	YEAR 2
OPERATING REQUESTT	0.00	84,977.00
CAPITAL REQUESTT	0.00	33,080.00
TOTAL PROJECT FUNDS	0.00	118,057.00

TOTAL PROJECT FUNDS REQUESTED:

\$ 118,057.00

NAME OF APPLICANT:

Board of Regents, NSHE, obo UNR

OPERATING Budget

Year One

Other Operating Expenses	Annual
Ride-sharing service (ex. Uber, Lyft)	2,700
Volunteer Background Checks	400
Staff Travel	180
Volunteer Mileage Reimbursement	8,000
F&A Indirect Costs	6,370
Total Other Operating Expenses	17,650

*Insert this value under e. Other: in the application
For description e. Other: type "See attach 103854"*

Year Two

Other Operating Expenses	Annual
Ride-sharing service (ex. Uber, Lyft)	3,000
Volunteer Background Checks	2,000
Staff Travel	240
Volunteer Recruitment	1,000
Volunteer Mileage Reimbursement	11,000
F&A Indirect Costs	29,664
Volunteer Management Databases	3,000
Volunteer Hours	66,800
Total Other Operating Expenses	116,704

*Insert this value under e. Other: in the application
For description e. Other: type "See attached"*

SAMPLE

NAME OF APPLICANT:

Board of Regents, NSHE, obo UNR

CAPITAL Budget

Year One

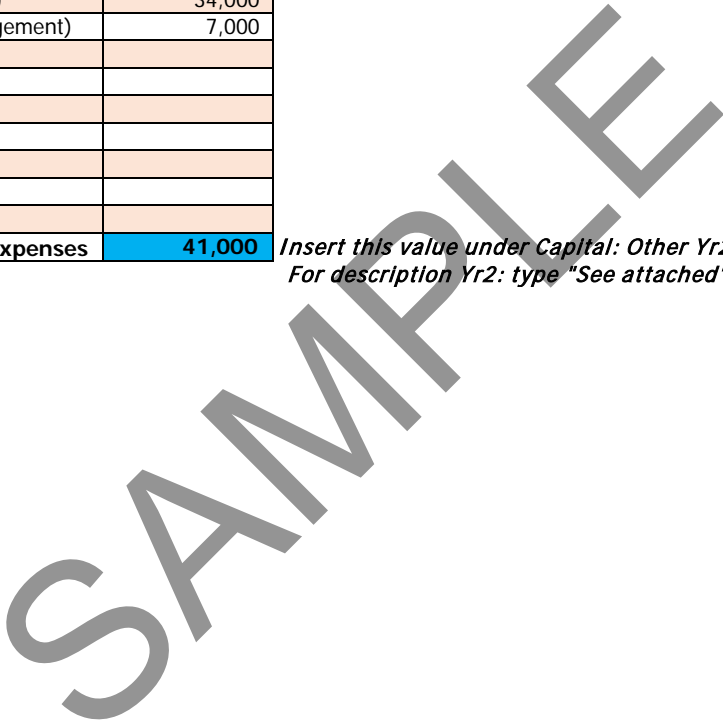
Other Capital Expenses	Annual
	-
Total Other Yr1 Capital Expenses	-

*Insert this value under Capital: Other Yr1, in the application
For description Yr1: type "See attached"*

Year Two

Other Capital Expenses	Annual
Director (Mobility Management)	34,000
Admin Assistant (Mobility Management)	7,000
Total Other Yr2 Capital Expenses	41,000

*Insert this value under Capital: Other Yr2, in the application
For description Yr2: type "See attached"*



1. Describe the methodology used to develop the budget.

Requested funding will directly support expansion of existing transportation services to seniors, particularly those qualifying as low-income. Year 1 will continue expending current RTC funds through September 30, 2024 to partially support administrative staff and one part-time driver; maintenance, repair, parking and fuel for program vehicles; ride-sharing services; background checks for volunteer drivers; staff travel for outreach and client assessments; volunteer mileage reimbursement; and federally negotiated indirect costs. Year 2 will enhance current services by supporting a second paid driver, volunteer recruitment marketing and materials, and support of direct program staff.

2. Describe your management team's technical experience in implementing this project, including the number of personnel dedicated to the project.

In June 2018, Sanford Center consolidated Senior Outreach Services, Volunteer Transportation Program and Washoe County RSVP into one unit called Community Services, to increase programmatic and fiscal impact. The Community Services Director previously led the Transportation Program and RSVP since 2020, is a licensed social worker, and has several years of grant management experience. The funding request for Year 1 will support 1 part-time driver and 4 administrative staff overseeing daily operations. Flexibility of new funding in Year 2 allows for an additional part-time driver, as well as support of 5 staff responsible for volunteer and participant recruitment in addition to daily operations.

3. Describe the agency's plan for monitoring and evaluating the project.

The Community Services Director is responsible for closely monitoring and evaluating program impact, data accuracy, and fiscal responsibility in coordination with the Evaluation and Program Analytics Director and other Sanford Center and UNR support staff. Information is collected in secure databases and with vetted survey collection methods. Each client receives an in-home assessment prior to being enrolled, and is annually re-assessed by program staff. Surveys are provided to clients at enrollment, 6 months, and annually. Responses are evaluated to assess program impact. UNR provides robust methods for ensuring fiscal responsibility of all grant funding.

4. Identify performance measures to track the effectiveness of the service in meeting the identified milestones/goals.

Community Services carefully tracks, monitors, and evaluates program data for accurately reporting progress toward identified milestones. All transportation requests and services are logged in Assisted Rides, the central management database for client and volunteer management. Volunteer enrollment and background checks are stored and managed with in CERVIS. The director will lead program staff in recruiting and enrolling new volunteers, retaining current volunteers, recruiting and training a new part-time driver, overseeing vehicle maintenance schedules, processing monthly mileage reimbursements, and submitting reports.

5. Describe how you intend to maintain the project after grant funding ends.

The Sanford Center for Aging is committed to the success of this program and recognizes the invaluable service it provides in the community. Currently, SCA transportation programs are funded by Nevada Aging and Disability Services, AmeriCorps Seniors, as well as RTC. The consolidation of direct service programs into one unit has allowed for more effective utilization of all types of funding. The program director continually seeks additional funding opportunities to support program services. RTC funding will increase impact of transportation services, subsequently supporting future funding requests to other organizations.

6. Provide a list of grants that your agency has administered within the last three years.

In 2018, the University of Nevada, Reno received classification as an "R1" institution by the Carnegie Classification of Institutions of Higher Education. An R1 designation by Carnegie is reserved for doctoral universities with the highest levels of research activity. And in January 2020, UNR received another prestigious distinction of Carnegie Classification for Community Engagement. Recognition from the Carnegie Foundation demonstrate UNR's ability and success in grant management and compliance, and commitment to the community. In 2023 alone, UNR administered over 500 awards totaling \$257,900,272. Annual reports are accessible on UNR's website at <https://www.unr.edu/sponsored-projects/resources/reports>.

7. Tell us anything more about your project that you think we should know.

We look forward to continuing our long-standing collaboration with RTC to provide free transportation services to vulnerable seniors. Similar to many organizations, the Sanford Center for Aging has experienced an enormous amount of transformation since 2020. Our team has successfully and responsibly managed multiple funding sources, including RTC, while navigating changes in program delivery, leadership, staffing, and organizational structure. The Sanford Center has consistently submitted monthly and quarterly reports on-time and communicated changes and anticipated impacts to the RTC team. Our team will continue working in close partnership with the RTC team.

APPENDIX B
REQUIRED CERTIFICATIONS

SAMPLE

CERTIFYING AUTHORITY

I am duly authorized to make the following certification on behalf of the Applicant Organization and based on my position, knowledge and experience with the Applicant Organization:

- 1) the information contained in the Application, including the attachments, is true and correct;
- 2) the Applicant has the requisite fiscal, managerial, and legal capabilities to carry out the operations and maintenance of the Project as prescribed by the RTC
- 3) the Applicant shall adhere to federal, state and local requirements, if any related to the Project.

1/31/24

Date

DocuSigned by:
Thomas Landis
261A581D9AE24DE...

Signature of Authorized Official

Thomas Landis

Name of Authorized Official

Associate Director, Per-award/Contract

Title

LOCAL SHARE CERTIFICATION FORM

I, the undersigned representing Board of Regents, NSHE, on behalf of Thomas Landis
(Insert Legal Name of Applicant) (Insert Name of Authorized Official)

do hereby certify to the Regional Transportation Commission, that the required \$ 93,177.00

in local match funds are available and that the source of the funds are from

C: ADSD subrecipient awards for VTP and SOS; F: Total Volunteer Value (currently \$31.80/hr)

(be specific)

which are:

- a. Cash from non-governmental sources other than revenues from providing public transportation services;
- b. Non-farebox revenues from the operation of public transportation service, such as the sale of advertising and concession revenues. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is not farebox revenue;
- c. Amounts received under a service agreement with a State or local social service agency or private social service organization;
- d. Undistributed cash surpluses, replacement or depreciation cash funds, reserves available in cash, or new capital;
- e. Amounts appropriated or otherwise made available to a department or agency of the Government (other than the Department of Transportation); and
- f. In-kind contribution such as the market value of in-kind contributions integral to the project may be counted as a contribution toward local share.

Date 1/31/24

DocuSigned by:
Thomas Landis S
261A581D9AE24DE...
Signature of Authorized Official

Thomas Landis
Name of Authorized Official

Associate Director, Per-award/Contracts
Title

PRIVATE NON-PROFIT ORGANIZATION CERTIFICATION ELIGIBILITY

Private Non-Profit Organization



As a private non-profit organization, Board of Regents, NSHE, obo University of N
(insert name of private non-profit organization)

attaches to this application our IRS 501(c)(3) letter establishing our eligibility as a private non-profit organization.

1/31/24

Date

DocuSigned by:

Thomas Landis

261A581D9AE24DE

Signature of Authorized Official

Thomas Landis

Name of Authorized Official

Associate Director, Per-award/Contracts

Title

SAMPLE

ATTACHMENT B
CERTIFICATE OF SELF INSURANCE

SAMPLE



NEVADA SYSTEM OF HIGHER EDUCATION

PROOF OF SELF-INSURANCE COVERAGE

The Board of Regents of the Nevada System of Higher Education are often requested by outside parties to provide evidence of insurance coverage in conjunction with agreements and contracts negotiated by its employees on NSHE campuses. Examples of situations where the campuses may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real-estate
- Research grants, sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The Nevada System of Higher Education is self-insured for General, Automobile and Professional liability exposures funded by the State of Nevada. The NSHE Risk Management office has developed a Certificate of Self-Insurance Coverage document to illustrate the self-funded retention levels maintained for each liability program. **Under the self-insurance program, NSHE is not able to issue individual certificates of insurance or add an Additional Insured.**

The self-insurance program is administered by the Nevada Attorney General's Office. Claims are handled in accordance with Chapter 41 of the Nevada Revised Statutes. NRS 41.035 limits the amount of damages that can be awarded against an employee of the NSHE to \$200,000 per cause of action. This cap applies to claims brought under Nevada, in a Nevada Court. It does not apply to claims brought in federal court or in another state.

The State of Nevada and NSHE have a Public Entity Retained Limit Liability Policy in excess of the \$10,000,000 SIR. A certificate of insurance and additional insured status may be available under the Special General Liability Policy for situations where the campuses are required to provide evidence of insurance outside of Nevada; or for agreements requiring limits of insurance over the \$10,000,000 SIR.

Please contact the Risk Manager at the specific NSHE campus where you are contracting if you have insurance coverage questions.

**CERTIFICATE OF
SELF-INSURANCE
COVERAGE**

**Board of Regents of the Nevada System of
Higher Education
Risk Management Dept.
2601 Enterprise Rd.
Reno, NV 89512**

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Board of Regents of the Nevada System of Higher Education is prohibited.

ENTITIES AFFORDING COVERAGE

COMPANY LETTER A Participation
Board of Regents of the Nevada System of Higher Education **100%**

COVERAGES

THIS IS TO CERTIFY THAT THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO THE PROVISIONS OF THE NEVADA REVISED STATUTES, CHAPTER 41.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURENCE	Self-Insured	1/01/2024	1/01/2025	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY CONTRACTUAL LIABILITY EACH OCCURRENCE	\$ 10,000,000 \$ 10,000,000 \$ 10,000,000 \$ 10,000,000 \$ 10,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	Self-Insured	1/01/2024	1/01/2025	COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ 10,000,000 \$ NOT APPLICABLE \$ NOT APPLICABLE \$ NOT APPLICABLE
A	EDUCATORS LEGAL LIABILITY AND EMPLOYMENT PRACTICES LIABILITY <input checked="" type="checkbox"/> OCCURENCE	Self-Insured	1/01/2024	1/01/2025	EACH WRONGFUL ACT AGGREGATE	\$10,000,000 \$10,000,000
A	PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY <input checked="" type="checkbox"/> OCCURENCE	Self-Insured	1/01/2024	1/01/2025	EACH WRONGFUL ACT AGGREGATE	\$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

**CERTIFICATE HOLDER:
APPLICABLE PARTY AS REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT**

CANCELLATION:
SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

PROOF OF SELF-INSURANCE

BY:

Lisa Schaller

**Executive Director of Risk & Insurance Management
Nevada System of Higher Education**

AUTHORIZED REPRESENTATIVE

SENIOR/DISABLED TRANSPORTATION PROGRAM FUNDING AGREEMENT

This agreement (the “Agreement”) is dated and effective as of October 1, 2024 by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Volunteers of America-Northern California/Northern Nevada, a Domestic Non-Profit Corporation authorized to do business in the State of Nevada (“RECIPIENT”).

WITNESSETH:

WHEREAS, RTC has been designated as the agency to receive and administer federal funds under the 49 USC 5310 Federal Transit Administration (“FTA”) Formula Grant Program (the “5310 Program”); and

WHEREAS, as provided in NRS 377A.080, RTC may appropriate certain money in the public transit fund to provide transportation or to support agencies which are providing transportation for the elderly and persons with disabilities, if the services are consistent with the regional transportation plan; and

WHEREAS, RTC is allocating sales tax dollars equivalent to the annual appropriations it receives under the 5310 Program (“5310 Equivalent Funds”) to support private non-profit organizations, certain public bodies, Indian reservations and colonies, and operators of public transportation services which provide transportation for the elderly and persons with disabilities (the “5310 Equivalent Program”); and

WHEREAS, RECIPIENT is a Nevada Domestic Non-Profit Corporation eligible to receive 5310 Equivalent Funds; and

WHEREAS, RTC has accepted a project application developed by RECIPIENT that has been selected for 5310 Equivalent Funds; and

WHEREAS, RECIPIENT and RTC are entering into this agreement to define the responsibilities of the parties.

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - SCOPE OF SERVICE

1. RECIPIENT has agreed to implement the VOA-NCNN Transportation Service for CARES Shelter (“PROJECT”), subject to the terms and conditions of this Agreement, which includes the Project Application, attached as Attachment A. The attached Project Application is inclusive of the Applicant Information, Project Understanding, and Budget Request.
2. RECIPIENT shall be the Program Administrator for the PROJECT. It shall: contribute matching funds; complete and provide required deliverables; provide required reporting to

the RTC; prepare billing requests for funds from the RTC; maintain required files; and administer the PROJECT according to the Project Application attached as Attachment A.

3. Site visits will be conducted once a year, at a minimum. Additional site visits will be performed as deemed necessary by RTC. The RTC project manager will contact RECIPIENT to schedule a site visit within one month after contract execution.

ARTICLE II - COST

1. The 5310 Equivalent Program is a reimbursable program for operating and/or capital funds, and requires a matching percentage to be contributed to the PROJECT by RECIPIENT.
2. The total operating PROJECT cost of this Agreement is One Hundred One Thousand Six Hundred Twenty-Five Dollars and No/100 (\$101,625.00). The maximum reimbursement of 5310 Equivalent Funds for the period of October 1, 2024 through September 30, 2025 for operating costs shall not exceed the sum of Fifty Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$50,812.50). RTC will not make any payments for reimbursement of the PROJECT unless funding from the 5310 Program or other eligible federal funds are appropriated to RTC. The remaining fifty percent (50%) or Fifty Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$50,812.50) required operating match will be provided by RECIPIENT. Operating costs include management/office personnel salaries, insurance, office expenses, facilities rental, marketing/promotion, driver and dispatcher salaries, maintenance and repair, fuel, garage rental and operating supplies, and other costs approved by RTC.
3. RECIPIENT agrees to be responsible for the fifty percent (50%) operating match on each submitted invoice, and can use eligible federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions can be used for match as long as the value of each is documented and supported, and represents a cost which would otherwise be eligible under this Agreement. See Appendix B of Project Application, Required Certifications, Local Share Certification Form.
4. This project qualifies for capital funding for Mobility Management. The total capital PROJECT cost of this capital portion is Sixteen Thousand Dollars and no/100 (\$16,000.00). The maximum reimbursement of 5310 Equivalent Funds for the period of October 1, 2024 through September 30, 2025 for capital costs shall not exceed the sum of Twelve Thousand Eight Hundred Dollars and No/100 (\$12,800.00). The RTC will not make any payments for reimbursement for the PROJECT unless funding from the 5310 Program or other eligible federal funds are appropriated to the RTC. The remaining twenty percent (20%) or Three Thousand Two-Hundred Dollars and No/100 (\$3,200.00) required capital match will be provided by RECIPIENT.
5. RECIPIENT agrees to be responsible for the twenty percent (20%) capital match on each submitted invoice, and can use eligible federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions can be used for match as long as the value of each is documented and supported, and represents a cost which would otherwise

be eligible under this Agreement. See Appendix B of Project Application, Required Certifications, Local Share Certification Form.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall commence on October 1, 2024 and shall run through and include September 30, 2025.
3. RECIPIENT shall provide its passengers and employees with a complaint resolution process approved by RTC.
4. RECIPIENT shall provide RTC, on a quarterly basis, with a written PROJECT Milestone Progress Report in a form provided by RTC detailing any changes or additions to the PROJECT.
5. RECIPIENT shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of RTC. Upon RECIPIENT's receipt of RTC's written approval to assign or subcontract any of the work performed under this Agreement, RECIPIENT will provide RTC with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of RTC, shall be unauthorized and may affect the reimbursement of funds.

ARTICLE IV - SCHEDULE OF PAYMENTS

1. In consideration of RECIPIENT's continuous and satisfactory performance of its duties required under this Agreement, RTC shall reimburse RECIPIENT, upon RTC's receipt and approval of an appropriate invoice that is supported by true and factual expense documentation. Invoices must be submitted on RECIPIENT's stationery using RTC's format or submitted on RTC's standard invoice form. RTC's obligation to reimburse RECIPIENT is expressly conditioned upon RTC's receipt of such funds contemplated under the 5310 Equivalent Program for this Agreement and RTC shall have no obligation to reimburse RECIPIENT from any other funds available to RTC.
2. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. RECIPIENT's invoices must be submitted within fifteen (15) days from the end of each thirty (30) day billing cycle. Invoices received after fifteen (15) days will be evaluated by RTC on a case-by-case basis for payment.
3. RTC shall utilize its normal accounting procedure in the payment of the invoices submitted, and disburse funds to RECIPIENT as promptly as RTC's fiscal procedures allow.
4. Monthly reporting is required to accompany the invoice for all reimbursement costs. The monthly report shall include, may not be limited to, detailed labor cost, services cost, materials and supplies cost, maintenance cost, daily transportation logs, vehicle

maintenance records, volunteer hours log, volunteer name. *(Please disregard any aforementioned items that do not pertain to your project).*

ARTICLE V - RECORDS AND REPORTS

1. RECIPIENT and its contractors shall establish and maintain, separate accounts for the PROJECT. Except as provided below, RECIPIENT and its contractors shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by RTC for a period of not less than three years after the date of termination or expiration of this Agreement. In the event of litigation or claims arising from the performance of this Agreement, RECIPIENT and its contractors shall maintain the PROJECT accounts until RTC, has disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.
2. The separate PROJECT accounts required to be kept by RECIPIENT and its contractors shall identify and include the costs per passenger trip, hours of operation, additional operating expenses, and the matching sources, as required.
3. All charges to the separate PROJECT accounts shall be supported by properly executed invoices, contracts or vouchers that document the nature and propriety of the charges. Documentation to support the invoice is required in accordance with the rules and regulations of RTC.
4. RECIPIENT shall advise the RTC regarding the progress of the PROJECT at such times and in such manner as the RTC may require, including, but not limited to meetings and interim reports. RECIPIENT shall submit as may be required by the RTC, financial statements to include documented match of in-kind contributions, records, contracts and other data related to the PROJECT, as the RTC, in its sole discretion, deems necessary.

ARTICLE VI - TERMINATION

1. Except as otherwise provided in this Agreement, this Agreement may be terminated upon thirty (30) days written notice, given in accordance with this Agreement, upon (a) mutual consent of both parties; or (b) unilaterally by either party for cause. In the event of termination per this section, RTC shall only be liable to reimburse for services performed in accordance with the standards of this Agreement performed to the effective termination date.
2. If, at the expiration and/or termination of this Agreement, RECIPIENT has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under the terms of this Agreement, RECIPIENT shall be liable to and shall pay RTC the amount of the excess funds. Payment shall be made by RECIPIENT to the RTC within thirty (30) days of the expiration and/or termination of this Agreement.
3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available to RTC by the FTA under the 5310

Program. The RTC shall terminate this Agreement if, for any reason: (a) RTC's funding from local and/or federal sources is not appropriated or is withdrawn, limited or impaired; or (b) RECIPIENT's funding is not appropriated or is withdrawn, limited or impaired. Under said circumstances, RECIPIENT waives any claim for damages resulting from the termination and, in this instance, termination shall be effective immediately upon receipt of notice.

4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:
 - a. If RECIPIENT and/or its contractor fails to provide or satisfactorily performs any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within written extension of those time constraints; or
 - b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by RECIPIENT to provide the goods or services required by this Agreement is for any reason denied, revoked, excluded, terminated, suspended, lapsed or not renewed; or
 - c. If RECIPIENT becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
 - e. If it is found by RTC that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by RECIPIENT, or any agent or representative of RECIPIENT, to any officer or employee of RTC with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.
5. Opportunity to Cure: RTC shall, in the first instance, allow RECIPIENT thirty (30) days in which to cure a breach or default. The written notice of termination shall set forth the nature of said breach or default and the action deemed necessary for RECIPIENT to cure. Should RECIPIENT fail to cure said breach or default to the satisfaction of RTC within the time allowed, this Agreement shall automatically terminate unless RTC waives its remedy pursuant to subsection 7, below. In the event of termination, RTC will have no further obligation to RECIPIENT. Any such termination for breach or default shall not preclude RTC from also pursuing all other available remedies against RECIPIENT and its sureties for said breach or default.

6. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of RECIPIENT, and all monies have been spent, according to this Agreement, and the final payment made, this Agreement shall be deemed to have terminated.
7. Waiver of Remedies for any Breach or Default: In the event that RTC elects to waive its remedies for any breach or default by RECIPIENT of any covenant, term or condition of this Agreement, such waiver by RTC shall not limit RTC's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement. Any waiver must be in writing.

ARTICLE VII – AUDIT & CLOSEOUT

1. RTC shall initiate closeout activities after approved RECIPIENT activities are completed, funds are expended and reimbursement has been received.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Debarment and/or Suspension: RECIPIENT certifies 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 agency or RTC.
 - b. ADA: RECIPIENT shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.
 - c. Civil Rights: RECIPIENT shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
2. RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Nondiscrimination: RECIPIENT, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. RECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- b. Information and Reports: RECIPIENT shall provide all information and reports required by the RTC, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by RTC to be pertinent to ascertain compliance with such directives.
 - c. Sanctions for Noncompliance: In the event of RECIPIENT's noncompliance with the nondiscrimination provisions of this Agreement, RTC shall impose such agreement sanctions as it may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to RECIPIENT under this Agreement until RECIPIENT complies, and/or
 2. Cancellation, termination or suspension of this Agreement, in whole or in part. A cancellation or termination of this Agreement pursuant to this subsection shall not be subject to the Opportunity to Cure.
 - d. Agreements with subcontractors will include provisions making all subcontractor records available for audit by RTC.
 - e. Incorporation of Provisions: RECIPIENT will include the provisions of Paragraphs (a) through (e) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.
3. RECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner effecting the performance of this Agreement, including without limitation, workers' compensation laws, licensing laws and regulations.
 4. RECIPIENT shall obtain all types and amounts of insurance set forth in Attachment B, and shall comply with all provisions set forth therein. RECIPIENT shall not perform 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.
 5. RECIPIENT agrees to provide indemnification set forth in Attachment B.
 6. RECIPIENT and all successors, executors, administrators, and assigns of RECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.
 7. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Executive Director of RTC, shall be final and conclusive as to all parties. Nothing herein

contained shall impair the parties' rights to file suit in the District Courts of the State of Nevada.

8. Performance During Dispute: Unless otherwise directed by RTC, RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.
9. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTC or RECIPIENT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
10. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada District Courts for enforcement of this Agreement. Venue for any such actions shall be in Reno, Nevada.
11. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR RTC:

Bill Thomas, AICP
Executive Director
ATTN: Christian Schonlau,
Director of Finance/CFO
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno NV 89502
Phone: (775) 335-1845
E-Mail: cshonlau@rtcwashoe.com

FOR RECIPIENT:

Christie Holderegger
President/Chief Executive Officer
ATTN: Travis Sandefur
Volunteers of America-Northern California/Northern
Nevada
1095 E. Taylor Street
Reno, NV 89502
Phone: (775)324-2622 ext 101
E-Mail: tsandefur@voa-ncnn.org

12. RTC and RECIPIENT are independent of and not as agents, employees, partners, or joint venturers of the other. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.
14. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between RTC and RECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions or any part of this Agreement, to create in, the public, or any member thereof, a contractual relationship between such persons and entities and RTC.
15. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. 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 this Agreement after the intervening cause ceases.
16. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
17. RECIPIENT acknowledges and agrees that, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to RECIPIENT, or any other party pertaining to any matter resulting from this Agreement.
18. Information or documents may be open to public inspection and copying per the provisions of Chapter 239 of NRS.
19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement 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 Agreement unenforceable.
20. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

21. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of RTC.
22. As used herein, the term "RECIPIENT" shall include the plural as well as the singular, and the feminine as well as the masculine.
23. This Agreement, including the attachments hereto and certifications completed and signed by RECIPIENT, including any amendments or addenda, constitute the entire Agreement and by this reference are incorporated herein, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____

Bill Thomas, AICP, Executive Director

VOLUNTEERS OF AMERICA-NORTHERN
CALIFORNIA/NORTHERN NEVADA

By _____

Christie Holderegger, President/Chief Executive
Officer

ATTACHMENT A
PROJECT APPLICATION

SAMPLE

Volunteers of America

Northern California

Northern Nevada

Nevada CARES Campus

Van Service

Reno Transportation

Commission

FY 2024-FY 2026

Application and Attachments

January 17, 2024

Application

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

**RTC MOBILITY OF SENIORS & INDIVIDUALS WITH
DISABILITIES PROGRAM FUNDING - CALL FOR PROJECTS**

FFY24 – FFY26 PROJECT APPLICATION

Application Due: **January 17, 2024 at Noon -- Submit to: jmeyers@rtcwashoe.com**

PROJECT TITLE: VOA-NCNN Transportation Service for the CARES Campus

SECTION 1: APPLICANT INFORMATION			
Applicant's Legal Name:	Volunteers of America-NCNN		
Contact Person/Title	Christie Holderegger	/	President/CEO
Address:	1095 E. Taylor Street		
City:	Reno	State: NV	Zip Code: 89502
Telephone #:	(916) 265-3972	Email Address:	cholderegger@voa-ncnn.org

REQUEST TYPE (check all that apply)	
<input checked="" type="checkbox"/> Continuation of an Existing Project	<input type="checkbox"/> New Project
<input checked="" type="checkbox"/> Operating	<input checked="" type="checkbox"/> Capital

ORGANIZATION TYPE (check all that apply)		
<input type="checkbox"/> Local Government Authority	<input checked="" type="checkbox"/> Private Non-Profit Organization	<input type="checkbox"/> Private For-Profit Organization

SUPPLEMENTAL INFORMATION – See Appendix A	
<input type="checkbox"/>	Copy of current IRS W-9 Taxpayer Identification Certification Form, NEW APPLICANTS ONLY
<input checked="" type="checkbox"/>	Service Area/Route Map (if applicable)
<input checked="" type="checkbox"/>	Attachment 1: Vehicle Inventory (if requesting funds for vehicles)
<input checked="" type="checkbox"/>	Attachment 2: Maintenance of Vehicles & Vehicle Being Replaced (if requesting funds for vehicles)
<input checked="" type="checkbox"/>	Current Letters of Support for Project (<i>maximum of three</i>)
<input type="checkbox"/>	Last three (3) years of financial audits, NEW APPLICANTS ONLY
<input checked="" type="checkbox"/>	Most recent financial audit, existing 5310 applicants only

CERTIFICATIONS – See Appendix B	
<i>Please provide an explanation for any documentation not submitted.</i>	
<input checked="" type="checkbox"/>	Certifying Authority
<input checked="" type="checkbox"/>	Local Share Certification
<input checked="" type="checkbox"/>	Private Non-Profit Organization Certification Eligibility

SECTION II: PROJECT UNDERSTANDING

Needs & Benefits (50 Points)

The following questions should be answered for this project. If you need additional space, attach separate document.

1. Describe the project (500 words)

VOA-NCNN has operated transportation exclusively to the clients residing in the Nevada Cares Campus Shelter since we received our RTC grant in 2021. Since the shelter was moved from the Community Campus on Record Street where many of our partners provide services to our clients, we needed to provide transportation to our clients in order to access those much needed services. We have been able to provide scheduled stops for our clients to other agencies as well, such as DMV, Social Security, etc. This allows VOA-NCNN to add an additional layer of support and structure for the clients. VOA-NCNN has coordinated with the various human services agencies to provide scheduled stops for the clients from the Nevada Cares Campus Shelter. We have attached a tentative daily bus schedule to illustrate the breadth and reach of the many programs we have been accessed through the bus service. Since we have a long history of service through our shelter services, we have are connected with a wide-range of partnerships. This on-going collaborative work aligns with the ability to coordinate with the various human services agencies in our region. With this new round of funding, VOA-NCNN would like to continue to provide this critical service to the clients of the CARES Campus. With the funding and collaboration with RTC, VOA-NCNN was able to secure a passenger van and hire van drivers to provide transportation for the senior and disabled clients in the shelter. Based on the current demographics of our shelter, 25% of the shelter clients are seniors and the majority of our clients have either mental or physical or co-occurring disabilities. The bus service runs Monday – Saturday from 8:00 a.m. – 7:00 p.m. We will have a schedule of community partner locations for the clients to access. Those partners include DMV, Social Security, St. Mary’s Hospital, Renown Hospital, WellCare, West Hills Hospital, Reno Behavioral Health, Northern Nevada Hopes, Community Health Alliance, Reno Housing Authority as well as several others. We also utilize the bus service to assist clients with specific appointment drop off/pick up, such as medical appointments, employment interviews and housing opportunities. Being able to provide this service free of charge to our clients will make the impossible possible. The clients have not had to worry about how they will find the funds to buy the bus ticket. This service allows them to make the trips they need to accomplish their goals towards self-sufficiency. Transportation as a barrier is often sited in many studies on homelessness. The ability to take away one of those barriers has been extremely important to the overall success of the clients we serve.

1a. Estimated number of individuals to be served by your project annually.				
	Unduplicated Number of Riders/Users Annually		Total Number of Trips/Users Annually	
	Existing (Current Operations Only)	Projected*	Existing (Current Operations Only)	Projected*
Seniors 60 years of Age and Over (Projects Serving Seniors)	1,289	1,500	3,240	3,300
Individuals with Disabilities	1,677	1,800	2,813	2,950
General Public, if any	0	0	0	0
TOTAL	2966	3300	6053	6250

Definition of Unduplicated Users/Riders: Unduplicated Users/Riders are counted based on an annual basis. Each user/riders is counted only once annually, no matter how many times he/she utilizes the service or facility. If records are unavailable to accurately count the number of unduplicated users/riders, an estimate is acceptable.

1b. Explain how you derived at your projections.

Since this is an existing project, we used the data that we have tracked over the last two years. The plan is to increase number of trips by adding a couple of new community stops based on the feedback from the shelter guests and staff. The trip number is the number of round trips not individual trips.

1c. Provide the temporal and geographic scope of activities in the table.

Day of Week	Operating Hours	Geographic Coverage	
		Core Service Area Specify Municipal and County Areas Covered	Special Destination Trips Outside of Core Service Area (if applicable)
Monday	Bus - 8 a.m.- 5:00 pm.	Reno/Sparks	n/a
Tuesday	Bus - 8 a.m.- 5:00 pm.	Reno/Sparks	n/a
Wednesday	Bus - 8 a.m.- 5:00 pm.	Reno/Sparks	n/a
Thursday	Bus - 8 a.m.- 5:00 pm.	Reno/Sparks	n/a
Friday	Bus - 8 a.m.- 5:00 pm.	Reno/Sparks	n/a
Saturday	Bus - 8 a.m.- 5:00 pm.	Reno/Sparks	n/a
Sunday			

2. Describe the unmet transportation need that the proposed project seeks to address.

The unmet transportation need that is addressed by this project has been evident since we started in 2021. We have been able to provide much needed access to transportation to the clients at the CARES Campus. If not for this service, many of the clients at the campus would not be able to attend appointments at DMV, Social Security as well as medical check-ups. This project has been vital to getting the clients the access they need in order to move on to their next steps in self-sufficiency. We are so grateful for this life-changing funding.

3. Identify major milestones/goals the project expects to accomplish and the anticipated timeframes.

Milestone/Goal	Date (M/d/yyyy)
Continue providing daily van service to the clients at the CARES Campus	7/1/2024
Continue completion of on-going safety and maintenance checks	7/1/2024
Continue submitting monthly reports/drawdowns	7/1/2024
Continue submitting quarterly reports	10/1/2024
Continue semi-annual driver safety classes for VOA Staff	7/1/2024
Conduct quarterly client/community partner surveys for feedback	10/1/2024
Continue outreach to community partners	7/1/2024
Continue annual background check on VOA staff driving records	7/1/2024

Coordination, Implementation & Outreach (20 Points)

1. How will this project utilize or coordinate with other human service agencies and/or public transportation providers? If the project will not include coordination, provide detailed explanation for the reasons that coordination cannot occur.

VOA-NCNN coordinates with the various human services agencies to provide scheduled stops for the clients from the Nevada Cares Campus Shelter. We have attached a tentative daily bus schedule to illustrate the breadth and reach of the many programs we access through the bus service. Since we have a long history of service through our shelter services, we have connections with a wide-range of partnerships. This on-going collaborative work aligns with the ability to coordinate with the various human services agencies in our region.

2. Explain how the project relates to other services or programs provided by your agency.

The van service that we provide is essential to the work we are doing with the clients at the CARES Campus. With 604 clients housed at the shelter daily, the need for transportation is extensive. The van service aligns with the mission of getting the clients the wraparound services that are needed in order to move on to self-sufficiency. Access to the van's scheduled route has been a critical factor in clients getting the necessary documentation (i.e. ID, Social Security) as well as allowed the clients to attend appointments, such as doctor or interviews. We have been so fortunate to have this transportation component available for those individuals at the CARES Campus. We look forward to continuing to offer this with the new round of funding.

3. How will the target population be given priority on all project activities, if the service is not restricted to the target population?

VOA-NCNN utilizes its vehicle to provide transportation exclusively to the clients residing in the Nevada Cares Campus Shelter. In the last year 60% or 1665 people served in the VOA shelters reported having a disability. Based on the self-reports, 749 had a physical disability, 233 had a developmental disability, and 683 reported a disabling mental health or substance abuse disorder. Of the 2763 individuals served last year, 37% (1009) were seniors. Disability and demographic information is obtained during our intake process. We have utilized the information to give priority to those in the most need of this service. Case Managers sign their clients up prioritizing based on disability and age.

4. How will the project be marketed to the target population and promote public awareness? Include information on how populations with Limited English Proficiency will be apprised of the project and whether marketing materials will be available in other languages

This project is specific to Cares Campus. VOA-NCNN does not promote it to other groups. This is designed to serve the clients in this shelter only. The VOA-NCNN staff encourage and advise the clients to utilize this valuable service. The Case Managers work with the clients to develop an individualized service plan (ISP). Often times, the ISPs include getting needed documentation, such as a new social security card or ID, medical and mental health appointments as well as a other tasks that require transportation. The scheduled vehicle runs enable the clients to accomplish these activities and move on to the next goal. All information that is provided will be via written materials in English. Spanish, pictures or verbally by VOA-NCNN staff when needed or interpreter for other languages.

Project Readiness (30 Points)

SECTION III: BUDGET REQUEST

OPERATING BUDGET REQUEST

The project operating budget estimate should be based on actual annual expenditures for existing services. Budgets for New Services without an operating history should detail the sources of their estimated budgets. Applicants who are operating their own services shall fill out Items A-D in the Budget Details.

Budget Detail Year 1

<u>Estimated Operating Expenses</u>	
a. Wages, Salaries & Benefits	\$ 0.00
b. Maintenance & Repairs	\$ 0.00
c. Fuel	\$ 0.00
d. Insurance	\$ 0.00
e. Other:*	
<u>Total Operating Expenses</u>	\$ 0.00
Less Estimated Revenue (enter positive number)	
Less any remaining 5310 OPERATING Funding (enter a positive number)	\$ 0.00
Net Operating Cost	\$ 0.00
Local Share (50% of net Operating Cost)	\$ 0.00
TOTAL OPERATING REQUEST <i>(Expenses must exceed minimum of \$25,000)</i>	\$ 0.00

**If additional budget lines are necessary, attach Excel spreadsheet detailing budget, and add total under "e. Other"*

Budget Detail Year 2

Estimated Operating Expenses	
a. Wages, Salaries & Benefits	\$ 69,000.00
b. Maintenance & Repairs	\$ 6,000.00
c. Fuel	\$ 16,625.00
d. Insurance	\$ 10,000.00
e. Other:	
Total Operating Expenses	\$ 101,625.00
Less Estimated Revenue (enter positive number)	\$ 0.00
Net Operating Cost	\$ 101,625.00
Local Share (50% of net Operating Cost)	\$ 50,812.50
TOTAL OPERATING REQUEST <i>(Expenses must exceed minimum of \$25,000)</i>	\$ 50,812.50

CAPITAL BUDGET REQUEST

	Capital Request	
	<u>Year 1</u>	<u>Year 2</u>
Vehicles(s)*	\$ 0.00	\$ 0.00
Facility Improvement	\$ 0.00	\$ 0.00
Computer Software/Hardware/Technology	\$ 0.00	\$ 1,000.00
Other Yr1 *: _____	\$ 0.00	
Other Yr2*: <u>Direct Program Management</u>		\$ 15,000.00
Net Capital Request	\$ 0.00	\$ 16,000.00
Less any remaining 5310 CAPITAL/MOBILITY MGMT funding (enter positive number)	\$ 0.00	
Adjusted Capital Request	\$ 0.00	\$ 16,000.00
Local Share (20% of net Capital Cost)	\$ 0.00	\$ 3,200.00
TOTAL CAPITAL REQUEST	\$ 0.00	\$ 12,800.00

*Complete Attachment B – Vehicle Inventory (if requesting funds for vehicles)

*If additional budget lines are necessary, attach Excel spreadsheet detailing budget, and add total under "Other Yr1 and/or Other Yr2"

	YEAR 1	YEAR 2
OPERATING REQUESTT	0.00	50,812.50
CAPITAL REQUESTT	0.00	12,800.00
TOTAL PROJECT FUNDS	0.00	63,612.50

TOTAL PROJECT FUNDS REQUESTED: \$ 63,612.50

1. Describe the methodology used to develop the budget.

Our Accounting Team utilizes a formula when developing the personnel costs for the budget which includes salary, benefits, training, taxes, workers compensation percentage. VOA maintains other vehicles in our various programs. We based the insurance and mileage calculations from our current practice. VOA has a rigorous accounting policies and procedures that meet the GAPP standards. We are audited annually by an outside auditing firm and recently received the audit results with no exceptions.

2. Describe your management team's technical experience in implementing this project, including the number of personnel dedicated to the project.

VOA-NCNN staff has extensive technical experience in managing a variety of project/contracts. We have an administrative staff that oversees the accounting, human resources, quality assurance and IT needs of all of our 35 programs. We have a dedicated staff at the Nevada CARES Campus that works with over 600 shelter guests daily. The transportation component of the shelter services has a full-time van driver as well as other trained staff in case the van driver is on vacation or sick. Our Shelter Project Director oversees the transportation grant including the monthly maintenance and safety reports as well as monthly reports to the accounting department, required RTC quarterly reports, and the coordination the staff training and scheduling.

3. Describe the agency's plan for monitoring and evaluating the project.

Our plan to monitor and evaluate performance of the project will include several factors. The factors include: number of trips per day and by destination, number of individuals with a disability served, and client and community partner feedback through surveys. The staff will also be conducting safety/maintenance checks of its vans on a regular basis as well as keep a mileage log to verify the number of passengers and trips to various destinations each shift. The mileage logs will be turned in and trips/destinations per day will be recorded on a spreadsheet. Demographic information on those who utilize the service as well as the number of individuals who have received the service will be entered into the Homeless Management Information System (HMIS).

4. Identify performance measures to track the effectiveness of the service in meeting the identified milestones/goals.

VOA-NCNN will utilize the data that we collect for number of passengers, demographics of passengers and number of trips provided monthly to ensure that we are meeting our projected numbers as identified in this application. During our first grant cycle, we collected this information. This process helped ensure that we were fulfilling our grant obligations. If there was an issue, we were able to address it immediately and make adjustments as needed. The Director at the shelter reviews the monthly reports including the maintenance and safety checks. Finally the CARES staff will also work diligently with the Accounting and Human Resources departments to confirm that the monthly drawdowns and annual staff training are completed in a timely manner.

5. Describe how you intend to maintain the project after grant funding ends.

We will work with our Development Team to identify another source of funding prior to the end of this grant cycle. This source could be a private donor, a foundation grant or a different source of government funding. We have a staff that works on identifying the organization's financial needs and gaps and strategically seeks out funding to match those needs. They have an impressive track record of fundraising and community collaborations to accomplish this task.

6. Provide a list of grants that your agency has administered within the last three years.

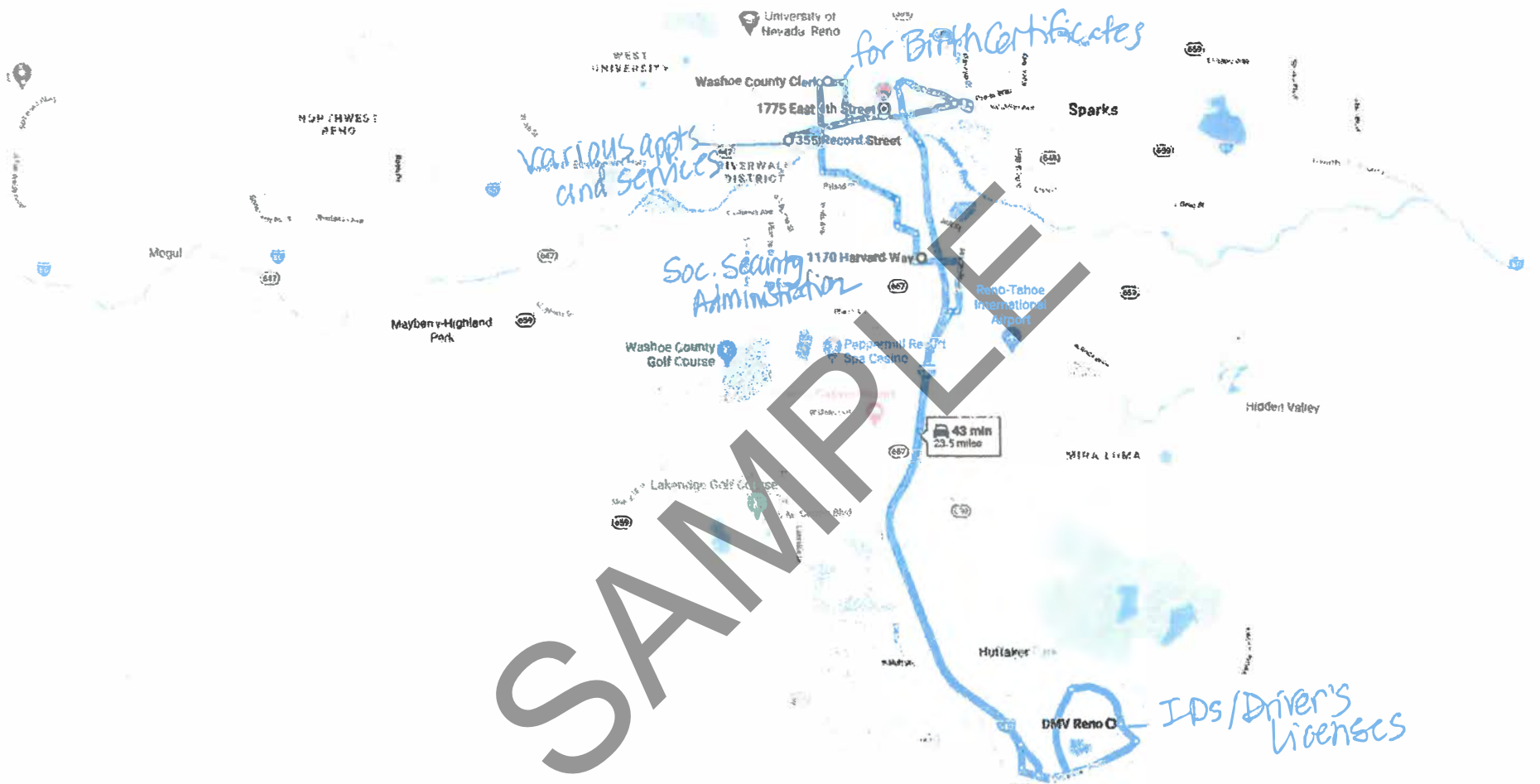
RTC - Mobility of Seniors and Individuals with Disabilities
Federal Grants that VOA-NCNN has operated over the past three years include:
Department of Labor – Homeless Veterans Reintegration Program (HVRP)
Department of Veterans Affairs – Supportive Services for Veteran Families (SSVF) and Grant and Per Diem Program (GPD)
HUD – Multiple housing programs serving homeless individuals and families
FEMA – Emergency Food and Shelter Program (EFSP) for shelter operations
Community Development Block Grant – Safety Net Services for Veterans
Substance Abuse and Mental Health Services Administration (SAMSHA), Subrecipient of the State of Nevada - Cooperative agreements to benefit homeless individuals (CABHI)

7. Tell us anything more about your project that you think we should know.

The current RTC project has been a tremendous success. Since implementation of the program, VOA-NCNN has served nearly 3000 clients in the two year period of the grant. This transportation service has been instrumental in getting our clients to the necessary appointments so that their goal of independence and self-sufficiency could be attained. This collaboration with RTC has been vital and we look forward to continuing this important service through our partnership with the Reno Transit Commission.

**Service Map/Route Map
and Sample Bus Schedule**

SAMPLE



Sample Bus Route

Attachment 1

N/A

SAMPLE

Attachment 2

SAMPLE

Attachment 2: Maintenance of Vehicles and Vehicle Being Replaced

(For vehicle requests only)

To assure that vehicles are maintained in optimal operating condition, it is required that they be maintained in accordance with the vehicle manufacture's recommended maintenance schedule. Applicants must verify by certifying below:

Maintenance Certification

Volunteers of America-NC certifies that vehicles previously purchased under Section 5310 funding **and/or** local RTC sales tax funding will be maintained in accordance with the detailed maintenance and inspection schedule provided by the manufacturer.

Christie Holderegger Digitally signed by Christie Holderegger
Date: 2024.01.10 12:21:17 -08'00'

Christie Holderegger

(Signature of Authorized Representative)

(Printed name of Authorized Representative)

President/CEO

1/16/24

(Title)

(Date)

Vehicle Being Replaced

This vehicle will be taken out of service *(can be used as backup)*.

Applicant:

Volunteers of America-NCNN

Year of Vehicle Being Replaced:

(Vehicle must have been in service for at least four years or has a minimum of 100,000 miles.)

Make:

N/A

Model:

Vehicle Identification Number:

Mileage (indicate date of mileage):

as of:

(date)

Vehicle Condition:

Select Condition

Identify the type of vehicle requested that will replace the vehicle listed above:

We will not be replacing our current van

Current Letters of Support

SAMPLE



January 16, 2024

Jennifer Meyers
Reno Transportation Commission
1105 Terminal Way
Reno, NV 89502

Dear Ms. Meyers:

On behalf of Washoe County Housing and Homeless Services, Nevada Cares Campus, I would like to offer this letter of support for the Volunteers of America- Northern California/Northern Nevada's (VOA-NCNN) application for the Reno Transportation Commission Mobility of Seniors and Individuals with Program Funding RFP.

VOA-NCNN's experience in working with homeless individuals with disabilities has been an important effort in our community. Now with the expanded shelter in a new location and an increased capacity, the need for transporting these individuals to vital appointments is going to be even greater. The last two years of this transportation service has been invaluable. Their ability to provide on-site transportation with a specified route tailored to the needs of the shelter clients has greatly benefited not only the community, but to the clients they serve as well.

We fully support the continued work VOA-NCNN is providing to bridge the service with the critical transportation need for the unhoused in the community.

If you have any questions, please feel free to contact me via email or phone.

Sincerely,

Sabrina Sweet

Sabrina Sweet
Homeless Services Coordinator
Washoe County Housing and Homeless Services, Human Services Agency
sssweet@washoecounty.gov
(775) 386-5451 (cell)





January 10, 2024

Jennifer Meyers
Reno Transportation Commission
[1105 Terminal Way](#)
[Reno, NV 89502](#)

Dear Ms. Meyers:

On behalf of the Washoe County Sheriff's Office, I would like to offer this letter of support for the Volunteers of America- Northern California/Northern Nevada's (VOA-NCNN) application for the Reno Transportation Commission Mobility of Seniors and Individuals with Program Funding RFP.

VOA-NCNN's experience in working with homeless individuals with disabilities has been an important effort in our community. Now with the expanded shelter in a new location and an increased capacity, the need for transporting these individuals to vital appointments is going to be even greater. The last two years of this transportation service has been invaluable. Their ability to provide on-site transportation with a specified route tailored to the needs of the shelter clients has greatly benefited only the community, but to the clients they serve as well. We fully support the continued work VOA-NCNN is providing to bridge the service with the critical transportation need for the unhomed in the community.

If you have any questions, please feel free to contact me at (775) 328-3010.

Sincerely,

A handwritten signature in blue ink that reads "Darin Balaam".

Darin A. Balaam
Sheriff

dbalaam@washoecounty.gov



Catholic Charities
of Northern Nevada

January 10, 2024

Jennifer Meyers
Reno Transportation Commission
1105 Terminal Way
Reno, NV. 89502

Dear Ms. Meyers:

On behalf of Catholic Charities of Northern Nevada, I would like to offer this letter of support for the Volunteers of America- Northern California/Northern Nevada's (VOA-NCNN) application for the Reno Transportation Commission Mobility of Seniors and Individuals with Program Funding RFP.

VOA-NCNN's experience in working with homeless individuals with disabilities has been an important effort in our community. Now with the expanded shelter in a new location and an increased capacity, the need for transporting these individuals to vital appointments is going to be even greater. The last two years of this transportation service has been invaluable. Their ability to provide on-site transportation with a specified route tailored to the needs of the shelter clients has greatly benefited only the community, but to the clients they serve as well. We fully support the continued work VOA-NCNN is providing to bridge the service with the critical transportation need for the unhomed in the community.

If you have any questions, please feel free to contact me at (775) 322-7073 ext. 299.

Sincerely,

Marie Baxter
CEO
mbaxter@ccsnn.org

Certifying Authority

SAMPLE

CERTIFYING AUTHORITY

I am duly authorized to make the following certification on behalf of the Applicant Organization and based on my position, knowledge and experience with the Applicant Organization:

- 1) the information contained in the Application, including the attachments, is true and correct;
- 2) the Applicant has the requisite fiscal, managerial, and legal capabilities to carry out the operations and maintenance of the Project as prescribed by the RTC
- 3) the Applicant shall adhere to federal, state and local requirements, if any related to the Project.

1/16/24

Date

Christie Holderegger

Digitally signed by Christie
Holderegger
Date: 2024.01.10 12:23:58 -08'00'

Signature of Authorized Official

Christie Holderegger

Name of Authorized Official

President/Chief Executive Officer

Title

LOCAL SHARE CERTIFICATION FORM

I, the undersigned representing Volunteers of America-NCNN Christie Holderegger
(Insert Legal Name of Applicant) (Insert Name of Authorized Official)

do hereby certify to the Regional Transportation Commission, that the required \$ 104,331.50

in local match funds are available and that the source of the funds are from
Washoe County CARES Campus Operator Contract

(be specific)

which are:

- a. Cash from non-governmental sources other than revenues from providing public transportation services;
- b. Non-farebox revenues from the operation of public transportation service, such as the sale of advertising and concession revenues. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is not farebox revenue;
- c. Amounts received under a service agreement with a State or local social service agency or private social service organization;
- d. Undistributed cash surpluses, replacement or depreciation cash funds, reserves available in cash, or new capital;
- e. Amounts appropriated or otherwise made available to a department or agency of the Government (other than the Department of Transportation); and
- f. In-kind contribution such as the market value of in-kind contributions integral to the project may be counted as a contribution toward local share.

Date 1/16/24

Christie Holderegger Digitally signed by Christie Holderegger
Date: 2024.01.10 12:24:59 -08'00' S

Signature of Authorized Official

Christie Holderegger

Name of Authorized Official

President/Chief Executive Officer

Title

**Private Non-Profit Organization
Certification Eligibility**

SAMPLE

PRIVATE NON-PROFIT ORGANIZATION CERTIFICATION ELIGIBILITY

Private Non-Profit Organization



As a private non-profit organization, Volunteers of America-NCNN
(insert name of private non-profit organization)

attaches to this application our IRS 501(c)(3) letter establishing our eligibility as a private non-profit organization.

1/16/24

Date

Christie Holderegger Digitally signed by Christie Holderegger
Date: 2024.01.10 12:25:44 -08'00'

Signature of Authorized Official

Christie Holderegger

Name of Authorized Official

President/Chief Executive Officer

Title

SAMPLE

IS YOUR APPLICATION COMPLETE? - BE SURE TO SAVE BEFORE CLOSING

ATTACHMENT B
INSURANCE/INDEMNIFICATION

SAMPLE

ATTACHMENT B
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 its 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 Indemnitee 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 an additional insured 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Purchase of Six (6) Hydrogen Fuel Cell Buses, Transit Buses Master Contract No. 06719

RECOMMENDED ACTION

Approve the purchase of six (6) hydrogen fuel cell buses utilizing the State of Washington’s Cooperative Purchasing Agreement for Transit Buses Master Contract No. 06719, for an estimated amount not-to-exceed \$8,377,051.08.

BACKGROUND AND DISCUSSION

The RTC Board of Commissioners adopted an environmental sustainability policy in 2011 (Management Policy P-53), a Sustainability Plan in 2017, and a Zero Emission Transition Plan in 2022. Sustainability has been a guiding principle and goal in various regional planning efforts.

As part of RTC sustainability efforts, RTC staff has been pursuing a goal of transitioning to a 100% alternative fuels fleet by 2035. RTC’s fixed-route and paratransit fleet currently includes all-electric vehicles, along with low-emission hybrid biodiesel/electric vehicles and compressed natural gas (CNG) vehicles. RTC’s current all-electric vehicles do not meet all of the operational needs of the fixed-route system. As a result, RTC transit staff began exploring the use of hydrogen fuel cell vehicles.

In 2021, RTC was the recipient of a FY 2021 Low or No Emission Bus Program (5339(c)) grant. That grant of \$6,488,000 in federal dollars was used to purchase two hydrogen fuel cell vehicles and to design and construct hydrogen fueling infrastructure. The vehicles have been delivered and the fueling infrastructure is expected to be completed by the end of 2024.

In 2023, RTC was the recipient of a FY2023 Low or No Emission Bus Program (5339(c)) grant to expand its hydrogen fuel cell fleet and infrastructure. That grant of \$8,784,606 in federal dollars will be used to purchase these six (6) additional buses, enhance fueling capacity, and purchase an innovative augmented reality training program to train mechanics on the proper maintenance of fuel cell vehicles.

The purchase of these six New Flyer buses was included in the grant application and matches the manufacturer and model of RTC's existing two hydrogen vehicles. As with the previous two vehicle purchases, RTC is utilizing the State of Washington contract. Due to significant demand, the expected delivery time for these vehicles is 18-24 months.

FISCAL IMPACT

Funding for these six buses is made possible through the FY 2023 Low or No Emission Bus Program (5339(c)) grant. Funding will be included in the FY 2025 budget for this purchase.

PREVIOUS BOARD ACTION

- 9/16/2022 Approved the purchase of two (2) hydrogen fuel cell buses utilizing the State of Washington's Cooperative Purchasing Agreement for Transit Buses Master Contract No. 06719 for an estimated amount not to exceed \$2,449,601.
- 04/29/2022 Approved a Zero Emissions Transition Plan (ZETP) to satisfy the federal requirement that any application to the Federal Transit Administration (FTA) for grants for projects related to zero-emissions vehicles include a ZETP.

HYDROGEN FUEL CELL-ELECTRIC VEHICLE PURCHASE AGREEMENT

Between

Regional Transportation Commission of Washoe County

and

New Flyer of America Inc.

_____, 2024

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APPENDICES

Appendix A	Technical Specifications for Vehicles
Appendix B	Critical Path Schedule
Appendix C	Testing Procedures and Protocols, including Acceptance Testing
Appendix D	Change Order Form
Appendix E	Applicable Federal Requirements and Certifications
Appendix F	Invoice Form

This Hydrogen Fuel Cell Electric Vehicle Purchase Agreement (Agreement) is made and entered into on _____, 2024 by and between the Regional Transportation Commission of Washoe County, Nevada (RTC) and New Flyer of America Inc. (New Flyer Contractor), a corporation authorized to do business in the State of Nevada that is manufacturing and supplying the hydrogen fuel cell electric vehicles purchased under this Agreement. This Agreement implements the purchase of vehicles off the State of Washington's Department of Enterprise Services through the Washington State Transit Bus Cooperative, as is expressly permitted by Section 3019 of the Fixing America's Surface Transportation Act.

ARTICLE I -- INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Agreement, the term –

(1) **"Acceptance"** means written documentation executed by the RTC evidencing the RTC's determination that a particular Vehicle, provided by the Contractor under this Agreement has been completed and delivered in full conformance with all requirements and provisions in the Technical Specifications and the other Contract Documents, and has been determined to be in acceptable operating condition under the Acceptance testing procedures described in Appendix C.

(2) **"Agreement"** means this written agreement executed by the RTC and the Contractor which sets forth the rights and obligations of the parties.

(3) **"Change Notice"** means a document issued by the RTC to the Contractor specifying a proposed change to the Work or to the Contract Documents, and directing the Contractor to provide, at Contractor's expense, price and/or other information relating to that change within the time specified in the notice. Unless otherwise expressly stated on its face, a Change Notice is a proposal which may result in a Change Order.

(4) **"Change Order"** means an order executed by the RTC and issued to the Contractor modifying the Work, the Technical Specifications, or the other Contract Documents. The Change Order establishes the basis for any adjustments in Contract Price or Contract Time resulting from the change, and becomes a part of the Contract Documents upon execution by the parties or issuance by the RTC, as the case may be.

(5) **"Contract Amendment"** means a document signed by duly authorized representatives of each Party that changes or modifies this Agreement.

(6) **"Contract Documents"** means the documents identified in Section 103 which collectively constitute the obligations of the Contractor.

(7) **"Contract Milestone"** or **"Milestone"** means an established event or occurrence that is a key element of the Critical Path Schedule as specified in Section 205 of this Agreement.

(8) **"Contract Price"** means the total compensation to be paid to the Contractor by the RTC, as set forth in Section 301 of this Agreement.

(9) **"Contract Time"** means the date by which the Contractor shall complete the Work to be performed under this Agreement (except warranty work and on-site support), including any authorized extensions of time.

(10) **"Contractor"** means New Flyer of America Inc. and includes any subsidiary, affiliate, or parent company thereof to which New Flyer of America Inc. assigns, transfers, or delegates in writing the obligation to perform all or any portion of the Work; provided that New Flyer of America Inc. shall remain responsible (notwithstanding any such assignment, transfer, or delegation) for the full performance of this Agreement and compliance with the Contract Documents.

(11) **"Critical Path Schedule"** means the schedule developed by the Contractor and agreed upon by the RTC for the performance of the Work, setting forth the specific tasks to be performed, including but not limited to the Contract Milestones, and establishing the schedule for the completion of each such task. The Critical Path Schedule is set forth in Appendix B.

(12) **"Days"** means calendar days; provided that where the term "business days" is used, it means Monday-Friday, excluding Federal holidays.

(13) **"Executive Director"** means the Executive Director of the RTC or the person designated in writing to carry out the Executive Director's rights or obligations under this Agreement.

(14) **"First Article Vehicle"** means the first Vehicle to complete testing, production, and delivery to the RTC.

(15) **"Force Majeure"** means acts of God; flood; war; terrorism; epidemic; natural disaster; lockout or commandeering of raw materials, plants, or facilities by the Government; or other similar unanticipated and unforeseeable event beyond the control of the Contractor which was not due to any act or omission of the Contractor and which could not have been avoided by due diligence and use of reasonable efforts by the Contractor. The term "Force Majeure" does not include changes in law or strikes or work stoppages involving the Contractor's employees or

personnel or the employees or personnel of the Contractor's suppliers, sub suppliers, Subcontractors, or shippers.

(16) **"Governing Body"** means the Board of Commissioners of the RTC.

(17) **"Inspector"** means the RTC's authorized representative with responsibility for reviewing and monitoring the Contractor's production and manufacturing processes, observing testing performed by the Contractor, conducting inspections and testing, and confirming the Contractor's compliance with the requirements of the Technical Specifications and other Contract Documents.

(18) **"Key Personnel"** means the Contractor's Project Manager, Manager of Design/Engineering, Manager of Quality Control, and Manager of Production, or equivalent positions.

(19) **"Materials"** includes equipment, material, components, subcomponents, assemblies, subassemblies, products, supplies, tools, accessories, and articles incorporated in the Work or otherwise used or furnished by the Contractor in performing this Agreement.

(20) **"Notice of Termination"** means written notice from the RTC to the Contractor and its Surety terminating the Agreement completely or partially, either for convenience of the RTC or for default due to the Contractor's failure to perform its contractual obligations, pursuant to Sections 232 or 234 of this Agreement.

(21) **"Notice to Proceed"** or **"NTP"** means written notice from the RTC to the Contractor that authorizes the Contractor to proceed with the Work.

(22) **"Party"** means individually the RTC or the Contractor, and **"Parties"** means collectively the RTC and the Contractor.

(23) **"Product Data"** means drawings, plans, procedures, performance charts, instructions, brochures, warnings, and other information furnished by the Contractor to the RTC to illustrate or explain the assembly, production, installation, maintenance, or operation of the Vehicles, or other elements of the Work.

(24) **"Project"** means the RTC project funded by the Federal Transit Administration (FTA) to acquire 40' Heavy Duty Low-Floor Hydrogen Fuel Cell-Electric Buses (Model XHE40).

(25) **"Project Site"** means the facilities and other property of the RTC where Work will be furnished, delivered, or performed under this Agreement.

(26) **"Project Manager"** means the Contractor's executive representative who is designated to direct the activities of the Contractor under this Agreement and to receive and carry out instructions from the RTC.

(27) **"Ready-to-Use"** means complete and fully operational with all materials, systems, and components incorporated.

(28) **"RTC"** or **"Regional Transportation Commission"** or **"Commission"** means the Regional Transportation Commission of Washoe County, Nevada. The rights and obligations of the RTC under this Agreement shall be carried out by the Executive Director or his designee.

(29) **"Samples"** means physical examples, which illustrate Materials, fixtures, and workmanship and which establish standards by which the Work may be judged to assess conformity with this Agreement and the other Contract Documents.

(30) **"Service Contractor"** means the entity responsible for the operation and maintenance of the RTC's fixed route or paratransit system in Washoe County, Nevada, pursuant to a contract with the RTC.

(31) **"State"** means the State of Nevada, U.S.A.

(32) **"Subcontractor"** means any individual, partnership, firm, corporation, or joint venture that contracts with the Contractor to furnish or supply services, labor, subsystems, components, or materials under this Agreement.

(33) **"Technical Specifications"** means the specifications for the Vehicles set forth in Appendix A of this Agreement that set forth the detail of the Work, including design, performance, material, testing, methods of manufacture, and other requirements of this Agreement.

(34) **"Vehicles"** means the six (6) 40' Heavy Duty Low-Floor Hydrogen Fuel Cell-Electric Buses (Model XHE40) to be manufactured and supplied by the Contractor under this Agreement, as more specifically described in the Vehicle Technical Specifications in Appendix A.

(35) **"Work"** means the Vehicles, and other Materials to be supplied by the Contractor under this Agreement, and includes all the design, manufacturing, production, warranties, and technical and other professional services and responsibilities to be carried out by the Contractor in the performance of this Agreement, including all elements of the Scope of Work set forth in Section 201 hereof.

SEC. 102 AGREEMENT TO PURCHASE

The RTC agrees to purchase from the Contractor, and the Contractor agrees to sell and supply to the RTC, in accordance with the terms of this Agreement, six (6) Vehicles, Materials, services and support as specified in this Agreement, for the total Contract Price of

\$8,377,051.08 in U.S. dollars. The individual pay items to be acquired under this Agreement are set forth in Section 301 of this Agreement.

SEC. 103 CONTRACT DOCUMENTS

(a) Order of Precedence -- Each of the Contract Documents is an essential part of the Agreement, and is binding upon the Contractor in the performance of the Work. The Contract Documents consist of the following, set forth hereafter in their order of precedence:

- (1) This Agreement, including any Change Orders and Amendments hereto.
- (2) Federal Requirements and Contract Clauses.
- (3) The Technical Specifications for the Vehicles.
- (4) All other Appendices to this Agreement.

(b) Conflicts between Contract Documents --

(1) Conflicts between Contract Documents (General) -- In case of conflicts between Contract Documents, the Contract Document order of precedence dictates which Contract Document governs, and thus, which corresponding provisions take precedence (between two Contract Documents).

(2) Conflicts between Contract Documents of Equal Precedence -- In case of conflicts between Contract Documents of equal precedence, the more stringent requirement (between the conflicting Contract Documents) shall govern.

(3) Conflicts Within a Contract Document -- In case of conflicts within a Contract Document, the more stringent requirement (within the conflicting Contract Document) shall govern.

SEC. 104 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents, warrants, and covenants as follows:

(a) Maintenance of Licenses and Permits -- The Contractor and its Subcontractors shall maintain all required licenses, permits, status, professional ability, skills and capacity to perform the Work, in accordance with the requirements of the Contract Documents.

(b) Laws, Regulations, and Governmental Approvals -- The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals, prior to entering into this Agreement. The Contractor acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in Contract Price on

account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(c) Legal Proceedings -- There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.

(d) Status and Authority -- (1) The Contractor is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of Nevada, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (2) if a joint venture or partnership, each member of the Contractor is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (3) the execution and performance of this Agreement will not result in a breach or default under the organizational documents of any such person or under the terms of any indenture, loan, credit agreement, or related instrument to which such person is a party or by which it is otherwise bound.

SEC. 105 USE OF ENGLISH LANGUAGE AND UNITED STATES DOLLARS

(a) Use of English -- All Contract Documents, conferences, negotiations, correspondence, Technical Specifications, technical manuals, Drawings, Product Data, and financial information, shall be prepared, conducted, or provided solely in the English language and using U.S. customary system of weights and measures. Metric units may be used as supplementary information but not to the exclusion of U.S. system units.

(b) Use of Dollars -- All Contract Documents, computations required by this Agreement, applications for payment, invoices, and statements of costs and prices (including supporting information for the cost and price analysis) shall be conducted or presented solely in United States dollars. Any and all payments shall also be made solely in United States dollars.

ARTICLE II -- GENERAL CONDITIONS

SEC. 201 SCOPE OF WORK

(a) General Scope -- The Contractor shall design, test, produce, manufacture, deliver, and provide warranties for six (6) Vehicles, and related Materials, as required under this

Agreement. The Vehicles and other Materials provided under this Agreement shall conform in all respects to the Technical Specifications set forth in Appendix A of this Agreement.

(b) Specific Elements of Scope -- The Contractor shall -

- (1) Design the Vehicles
- (2) Develop Product Data for the Vehicles.
- (3) Manufacture, test, and deliver the Vehicles.
- (4) Provide appropriate diagnostic and operational software for the Vehicles and manuals required for testing.
- (5) Provide other Materials as specified in the Contract Documents.
- (6) Participate in Pre-Production and First Article Vehicle Inspection meetings.
- (7) Provide operator manuals, maintenance manuals, parts manuals, training materials, and other technical support manuals and materials required by this Agreement, and the Technical Specifications.
- (8) Provide parts availability as required by this Agreement.
- (9) Provide warranties and warranty services.

(c) Inclusion in Price – The Contractor agrees that all elements of the Scope of Work are included in, and will be performed and delivered for, the Contract Price set forth in Section 301 of this Agreement.

SEC. 202 NOTICE TO PROCEED

(a) Submittals – After the date this Agreement is executed by the RTC and the Contractor, the Contractor shall submit the following to the RTC within ten (10) Days: (1) the certificates of insurance, as specified in Section 221(a); (2) the designation of the Contractor's Project Manager and other Key Personnel; (3) the Contractor's organizational chart; and (4) executed Federal certifications in Appendix E.

(b) Notice to Proceed -- Within three (3) Days after receipt from the Contractor of the documentation required under subsection (a), the RTC will issue a Notice to Proceed (NTP) to the Contractor. The Contractor is not authorized to perform Work under this Agreement prior to receiving the NTP. Upon receipt of the NTP, the Contractor shall promptly commence the Work. Contract Time shall begin upon the date of issuance of the NTP.

(c) Schedule -- Time is of the essence in this Agreement. The Contractor shall diligently prosecute the Work to completion in accordance with the Critical Path Schedule in

Appendix B and the other requirements in this Agreement. The RTC will cooperate in assuring adherence to the Critical Path Schedule.

SEC. 203 GENERAL OBLIGATIONS OF THE CONTRACTOR

(a) Overall Obligations -- The Contractor shall (directly or through its Subcontractors) design, build, and deliver the Vehicles, all strictly in accordance with the requirements of this Agreement, the Technical Specifications, and the other Contract Documents (and subject to any scope or specification modifications agreed to in writing pursuant to the pre-production meeting process). The Contractor represents and warrants that it will, throughout the term of performance of this Agreement, have and maintain all required authority, licenses, certifications, and registrations applicable to the Work to be performed under this Agreement, and the professional ability, skills, and capacity to perform its obligations under this Agreement.

(b) Standard of Performance -- The Contractor shall perform the Work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform its obligations under this Agreement. The Contractor shall perform all Work in its own name and as an independent contractor and not in the name of, or as an agent for, the RTC.

(c) Labor and Materials --

(1) Duty to Furnish -- The Contractor shall furnish all labor and Materials, plant, tools, test equipment, and transportation required for the performance and completion of the Work in the manner and within the time specified in this Agreement. The Contractor shall perform all the Work necessary to design and manufacture the Vehicles.

(2) Fitting and Functioning -- The Contractor shall assume responsibility for the proper working and fitting together of all parts and components, and for the proper functioning and system integration of all aspects of the Vehicles, in order to assure successful operation in accordance with this Agreement, the Technical Specifications, and the other Contract Documents.

(d) Critical Path Schedule -- The Contractor has established, after consultation with the RTC, a Critical Path Schedule for the performance of the Work (set forth in Appendix B). The Critical Path Schedule identifies the major milestones of engineering, materials

procurement, manufacturing, and testing, and is designed to assure compliance with the Contract Milestones and delivery schedule set forth in Section 205.

(e) Quality Assurance Program -- The Contractor shall prepare a quality assurance program, in accordance with Section 208, which outlines how all of the quality assurance requirements and functions will be defined, implemented, executed, managed, controlled, recorded and reported.

(f) Fees and Permits -- The Contractor shall perform, at no additional expense to the RTC, all of its obligations under this Agreement, and shall pay all fees, permits, and royalties for all intellectual property and all patented appliances, products, or processes incorporated in the Work.

SEC. 204 PROJECT MANAGEMENT

(a) Project Manager and Key Personnel -- The Contractor shall designate in writing the name, qualifications, and experience of its proposed Project Manager and other Key Personnel, as part of the documentation required under Section 202(a). The Project Manager shall have full authority to represent and act for the Contractor.

(b) Reassignment -- The Contractor shall provide the RTC with advance written notice if it desires to change the Project Manager or other Key Personnel. The Project Manager and other Key Personnel shall not be changed without prior written concurrence of the RTC, which shall not be unreasonably withheld. At the time notice of a proposed change is provided, the Contractor shall provide the RTC with the information specified in subsection (a) for the proposed new Project Manager or other Key Personnel. Any replacement Project Manager or other Key Personnel must have qualifications and experience comparable to the individual being replaced.

(c) Contractor Organization -- The Contractor shall provide the RTC with an organizational chart showing lines of authority in the Contractor's organization and individuals responsible for the performance of the Work as part of the documentation required under section 202(a).

(d) RTC Project Director -- The RTC shall designate in writing, in the NTP provided under Section 202(b), a Project Director who shall be responsible for overseeing the Contractor's performance of this Agreement.

SEC. 205 CONTRACT MILESTONES AND CRITICAL PATH SCHEDULE

(a) Contract Time -- The total Contract Time provided for the completion of the Work (except warranty work and on-site support) under this Agreement and delivery of all the Vehicles is October 18, 2025; unless there is an unavoidable delay documented and noticed by the Contractor in a status report under subsection (e) of this Section and the RTC approves a requested extension under subsection (f) of this Section. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of this Agreement.

(b) Critical Path Schedule -- The Contractor has developed a Critical Path Schedule for the Project, set forth in Appendix B, which includes the Contract Milestones listed in subsection (c) as well as other specific tasks to be performed by the Contractor and the RTC. The Critical Path Schedule shall be updated monthly by the Contractor to reflect actual versus planned (as per the original schedule) progress for each Milestone or other task listed.

(c) Contract Milestones -- The Contractor shall proceed with the Work and contract deliverables in accordance with the following the schedule:

Milestone	Date
Begin Procurement of Critical Materials	10 Days after NTP
Delivery of Manuals	30 Days prior to Delivery of First Vehicle
Delivery of First Vehicle	By 9/30/2025
Delivery of Vehicles 2-6	By 10/18/2025

(d) Delivery Schedule -- The Contractor shall deliver the Vehicles as indicated in the Critical Path Schedule in Appendix B. The Contractor shall immediately notify the RTC in writing upon learning of any circumstance that may result in a delay in this delivery schedule. The dates set forth in subsection (c) shall be used as the basis for the assessment of Liquidated Damages under Section 227.

(e) Monthly Status Reports -- The Contractor shall submit monthly status reports to the RTC detailing its progress in completing the Work and adhering to the Critical Path Schedule, and summarizing the significant issues addressed and decisions made at the most recent meeting. The monthly report shall be submitted to the RTC by the 10th of every month until all Vehicles are delivered.

(f) Recovery Schedule -- If any monthly report indicates a delay in the schedule of more than seven (7) Days or a failure to achieve a Contract Milestone, the Contractor shall include a Recovery Schedule with such report, setting forth its proposed plan and proposed revised schedule for addressing such delay or failure, which are subject to RTC approval. The Contractor shall also provide a full report on its progress in the implementation of such plan and revised schedule, as approved by the RTC, within the next thirty (30) Days.

SEC. 206 MATERIALS AND WORKMANSHIP

(a) Workmanship -- The Contractor shall perform all Work under this Agreement in a skillful and workmanlike manner. Workmanship shall be of the best quality and shall conform in all respects to the best practice in the industry. All employees, agents, and other workers used by the Contractor shall have sufficient skill and training to perform the work assigned to them.

(b) Materials --

(1) Quality -- The Contractor shall assure that all Materials incorporated into the Vehicles, and other elements of the Work covered by this Agreement are of the grade and quality specified in the Technical Specifications.

(2) Duty to Furnish -- The Contractor shall furnish all Materials and components required to complete the Work, other than any identified in the Contract Documents as being furnished by the RTC. Notwithstanding any prior inspection and approval by the RTC, the Contractor shall assure that only Materials conforming to the requirements of this Agreement are incorporated in the Work. Any necessary modifications to Materials shall be made at the Contractor's manufacturing facility or at the manufacturing facilities of its Subcontractors. All Materials and components shall be manufactured, handled, and incorporated so as to ensure completed Work in accordance with this Agreement and the other Contract Documents.

(c) New Materials Required -- The Contractor shall assure that all Vehicles, and all Materials incorporated into the Vehicles, and other elements of the Work, are new and are the latest model of current production, consistent with the Technical Specifications. A new Vehicle, as required by this subsection, must be made up completely of unused genuine original parts, and which has not been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.

(d) Handling of Materials -- The Contractor shall transport, handle, and store all Materials in a manner which will ensure the preservation of their quality, appearance, and

fitness for the Work. All Materials shall be stored in a manner to facilitate inspection by the Contractor and the RTC.

(e) Reliability of Products -- The Vehicles shall be designed and constructed by the Contractor to assure a high degree of reliability, to minimize down-time during maintenance, and to reduce break downs and failures that result in service delays and interruptions. In addition, the Contractor shall comply with all reliability standards and representations set forth in its warranties.

SEC. 207 PRE-PRODUCTION AND FIRST ARTICLE VEHICLE INSPECTION MEETINGS

(a) Production Facility – The Parties agree that one (1) Pre-production and one (1) First Article Vehicle Inspection meeting will be held either through teleconference or video conference, or if feasible at the Contractor's production facility in Anniston, Alabama. The Contractor reserves the right to build these Vehicles in its production facilities other than the facility in Anniston, Alabama. Regardless of which production facility (or facilities) are used, the Contractor is required, consistent with the Buy America Certification executed by the Contractor in Appendix E, to produce all Vehicles in a manner that is compliant with Buy America requirements and in compliance with all other applicable requirements of this Agreement. The Contractor shall immediately advise the RTC of any changes in the production facility to be utilized.

(b) Basic Requirement - At the Pre-production and First Article Vehicle Inspection meetings, the Parties shall review the Technical Specifications, and related Contract Documents and the overall progress of the Work, as more specifically described in this Section. Each party shall assure that appropriate staff and representatives are available for the meetings.

- (c) Purposes and Subject Matter -- The purposes of the meetings shall be as follows:
- (1) To review the overall progress of and schedule of the Work, particularly in relation to the Critical Path Schedule.
 - (2) To make and agree upon any necessary revisions or modifications to the Technical Specifications.
 - (3) To address the content and language of passenger decals and safety information materials.
 - (4) To review any Change Notices and review and finalize Change Orders.

- (5) To review the tests and inspections planned by the Contractor to assure compliance and compatibility with the Technical Specifications and to conduct an inspection of the First Article Vehicle.
- (6) To address Federal Motor Vehicle Safety Standards (FMVSS), Buy America requirements, Americans with Disabilities Act requirements, and other regulatory compliance requirements.
- (7) To review and address any issues regarding the Product Data.
- (8) To discuss and resolve any other issues relating to the progress of the work and the successful implementation of the Project.

(d) Minutes and Follow-up -- The Contractor shall prepare minutes at the conclusion of each meeting, reflecting an accurate record of the discussions held and agreements reached at that meeting, and identifying the actions to be taken and the key agenda items for any subsequent meetings. The minutes shall be reviewed by the RTC and co-signed by the Parties. The Parties shall make reasonable best efforts to resolve all of the actions and issues identified at a meeting within six (6) weeks after the meeting. Based on the needs of the Project, the parties may agree to hold a second Pre-Production meeting or to conduct additional Vehicle inspections.

(e) Contractor Responsibility -- Review of the Contractor's Product Data by the RTC under this Section (including agreement to specific drawings) shall not relieve the Contractor of any responsibility, including but not limited to, responsibility for accuracy of dimensions and details. The Contractor shall remain responsible for agreement and conformity of its Product Data with the Contract Documents, and for conformity of the completed Vehicles, and all components thereof, and with the Technical Specifications and other Contract Documents.

SEC. 208 QUALITY ASSURANCE REQUIREMENTS

(a) Required Certification -- The Contractor has provided the RTC its current ISO 9001 Certification for the design, development, manufacturing, and servicing of transit buses and the supply of bus parts.

(b) Quality Assurance Organization --

(1) Required Organization -- The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management. The Contractor shall designate an individual to serve as Quality Manager. The Quality

Manager shall be responsible for all quality assurance issues, quality control, documentation, and reporting.

(2) Quality Control -- The Contractor's quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of Vehicles, and other Materials to be supplied under this Agreement.

(3) Authority and Responsibility -- The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance and rejection of materials and manufactured articles in the production of Vehicles, and other Materials to be supplied under this Agreement.

(c) Functions of Quality Assurance Organization -- The Contractor's quality assurance organization shall include the following minimum functions:

(1) The quality assurance organization shall verify inspection operation instructions to ascertain that the Vehicles, and other Materials meet all prescribed requirements.

(2) The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the RTC's Inspectors, and shall remain available for a minimum of one (1) year after inspections and tests are completed.

(3) The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective Vehicles. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective materials, supplies, services, facilities, technical data, or standards.

(4) The quality organization shall provide a system for commissioning of each material element of the completed Vehicle.

(d) Standards and Facilities -- The following standards and facilities shall be included in the Contractor's quality assurance process:

(1) The Contractor shall maintain Drawings, Product Data, assembly procedures, and other documentation that completely describe a qualified Vehicle that meets all of the requirements of this Agreement. The quality assurance organization shall verify that all Vehicles are manufactured in accordance with the controlled Drawings, Product Data, procedures, and documentation.

(2) The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the Vehicles conform to all requirements of the Technical Specifications set forth in Appendix A. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

(3) When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

(4) The Contractor's gauges and other measuring and testing devices shall be made available for use by the RTC's Inspectors to verify that the Vehicles conform to all requirements of the Technical Specifications. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

(e) Purchasing Quality Control --

(1) General Requirement -- The Contractor shall maintain quality control over the purchase of all Materials and components to be incorporated into or otherwise needed for the Vehicles.

(2) Subcontractors -- The Contractor shall require that each Subcontractor maintain a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test Materials provided by Subcontractors for conformance to the requirements of the Technical Specifications and shall establish controls to prevent inadvertent use of nonconforming materials. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes.

(3) Inclusion of Technical Specifications -- The Contractor shall verify that all applicable requirements of the Technical Specifications are properly included or referenced in purchase orders of components or other Materials to be used on the Vehicles.

(f) Manufacturing Quality Control --

(1) General Requirement -- The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based

on the documented work instructions, adequate production equipment, and special working environments if necessary.

(2) Inspection and Testing -- The Contractor's quality assurance organization shall establish and implement a system for commissioning of completed Vehicles. Such system shall measure the overall quality of each completed Vehicle.

(3) Non-Conforming Materials -- The Contractor's quality assurance organization shall monitor the system for controlling nonconforming Materials. Such system shall include procedures for identification, segregation, and disposition of such Materials.

(4) Statistical Analysis -- The Contractor's quality assurance organization may use statistical analysis, tests, and other quality control procedures when appropriate in the quality assurance process.

(g) Quality Assurance Audits -- The Contractor's quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the RTC.

SEC. 209 INSPECTIONS AND TESTING

(a) Contractor Inspections and Tests --

(1) General Requirement -- The Contractor shall perform or have performed the inspections and tests (except those performed solely by the RTC) required to substantiate that the Work provided under the Agreement conforms to the Technical Specifications and other Contract Documents. The required Testing Procedures and Protocols are set forth in Appendix C hereto. All inspections and testing shall be carried out in accordance with the quality assurance program described in Section 208 of this Agreement.

(2) Timing -- The Contractor shall conduct inspections at appropriate points in the production and manufacturing process, as specified in the Critical Path Schedule, to ensure compliance with test specifications, process specifications, and quality standards.

(3) Samples -- All Samples for analyses and tests shall be taken in such manner as to be truly representative of the entire lot under test and shall not be worked on in any way to alter the quality before testing. All testing shall provide a measure of the overall quality of the completed product and shall be performed so that it simulates end

product use and function. When modification, repairs, or replacements are required, the Contractor shall conduct a reinspection or retest of the characteristics affected.

(4) Records -- The Contractor shall maintain inspections system records covering the Work under this Agreement and shall make such records available to the RTC and the RTC's Inspector during the performance of this Agreement and for the duration of the warranty periods or for such longer period as may be specified elsewhere in this Agreement.

(5) Body Subcontractor -- The Contractor shall have its personnel periodically present at the plant of the body Subcontractor during the production of the Vehicle bodies. The Contractor shall conduct inspections and testing of the body production and maintain inspection records consistent with this Section, and otherwise shall fully comply with the quality assurance requirements of this Agreement.

(b) RTC Inspections and Testing--

(1) General Requirement -- All Work of the Contractor under this Agreement shall be subject to review, inspection, and testing by the RTC or its Inspectors. RTC inspections and tests may be conducted at all times and places during the term of this Agreement, provided that such inspections and tests shall be made in a manner that does not unduly delay the Work. The RTC's right to review extends to all Product Data relating to the Vehicles.

(2) Inspectors in Plant -- The RTC may station its Inspectors at the Contractor's and any Subcontractors' (including the body Subcontractor) plant and facilities during the manufacturing and production process, at the RTC's own expense. The RTC's Inspectors shall have the right to view and participate in all inspections and testing conducted by the Contractor. The Contractor shall provide adequate working space (including a desk, a telephone, and internet access) at its plant and facilities for the RTC's resident Inspector.

(3) Full Cooperation Required -- The Contractor shall fully cooperate with the Inspector in the performance of his or her duties, and permit full access to the Contractor's facilities and production lines. The Contractor shall ensure that the RTC's Inspector has full access to its Subcontractors' facilities and production lines and that the Subcontractors fully cooperate with the RTC's Inspector in the performance of his or her duties. The RTC has the unilateral right and discretion to select its Inspector and the Contractor shall not refuse access to the RTC's Inspector or otherwise impede the Inspector in the performance of his or her responsibilities; provided that (A) the Inspector

shall be subject to such reasonable health, safety, and confidentiality rules as the Contractor may establish; and (B) the Inspector shall not unreasonably interfere in the Contractor's manufacturing process. The Contractor shall provide five (5) business days advance notification to the RTC and to the RTC's Inspector of any changes to the production schedule, and shall not engage in any production activities without the RTC's Inspector being present if such notice has not been provided.

(4) Right to Enter -- The RTC and its Inspector shall have the right to enter the premises used by the Contractor or any Subcontractor (including any plant or place where Materials, Work, or any part thereof, are made, performed or stored) for purposes of tests, inspecting the Vehicles, and auditing data and records relating to the Contractor's performance under this Agreement.

(5) Inspector Reports -- The RTC's Inspectors will immediately report to the RTC if the Work performed by the Contractor or a Subcontractor fails to conform to the requirements of the Technical Specifications or other Contract Documents, stating the reasons for this failure and identifying the Technical Specifications or other Contract Documents that are not being complied with.

(6) RTC Testing -- In addition to testing by the Contractor under subsection (a), the RTC reserves the right to conduct its own testing during the production and manufacturing process if it determines that such testing is necessary to assure the production and delivery of safe and reliable Vehicles.

(7) Impact of Extensions of Time -- If the RTC grants an extension of time at the request of the Contractor pursuant to Section 211 or 212 of this Agreement, the Contractor shall be liable for and shall pay the cost of the Inspector during the period of such time extension. In addition, if the Contractor impedes the work of the RTC's Inspector resulting in a delay in the schedule, the Contractor shall be liable for and shall pay the cost of the RTC's Inspector during the delay period, as well as any extended time that the Inspector needs to be on-site due to the Contractor-caused delay. The Contractor shall not be eligible for any extension in Contract Time by reason of such a delay.

(c) Continuing Contractor Obligations -- The inspection or testing by the RTC of any Work does not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement or regarding the proper functioning of the Vehicles, or other Materials which may be discovered after acceptance.

(d) Inspections of Defective Work or Materials -- If the RTC has reasonable evidence that defective work has been permitted by the Contractor or the Subcontractors or that defective Materials have been used, and desires to make an examination of Work partly or fully completed, the Contractor or Subcontractor shall, at no additional expense to the RTC, furnish the appliances and labor for making such investigation and inspection as may be required by the RTC.

(e) Corrections to Defective Work or Materials –

(1) Rejection or Re-performance -- If any Work or Materials inspected under subsection (d) are found to not be in conformity with the requirements of this Agreement, the RTC (or its Inspectors) shall have the right either to reject that Work or require the Contractor to perform the Work again in conformity with such requirements at no increase in the total Contract Price. Work which has been rejected or required to be corrected shall be removed or, if permitted or required by the RTC, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed to the RTC.

(2) Reductions in Price -- When the Work to be performed is of such a nature that the defect cannot be corrected by reperforming the Work, the RTC shall have the right to (A) require the Contractor to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement; and (B) reduce the Contract Price to reflect fairly the reduced value of the Work performed.

(3) RTC Corrections -- In the event the Contractor fails promptly to perform the Work again or take necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement, the RTC shall have the right to (A) have the Work performed in conformity with the requirements of this Agreement and charge to the Contractor any costs to the RTC related to the performance of such Work; or (B) terminate this Agreement for default under Section 234.

(f) RTC Responsibility for Cost -- If an inspection under subsection (d) by the RTC discloses no defect in the Work or Materials reviewed, the expense of such investigation, including any additional cost incurred by the Contractor as a result thereof, shall be borne by the RTC, and if such inspection impacted the Critical Path Schedule, the delivery schedule for the Vehicles shall be adjusted accordingly.

(g) Audits and Due Diligence Reviews -- The RTC will conduct pre-award and post-delivery audits of the Contractor and the Vehicles consistent with the standards and processes set forth in the Federal Transit Administration (FTA) Regulations on Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, set forth in 49 C.F.R. Part 663. The Contractor shall cooperate with the RTC in these audits and provide requested documentation.

(h) First Article Vehicle -- The Contractor shall provide the RTC a First Article Vehicle manufactured in accordance with the Technical Specifications and manufactured, tested, and delivered in accordance with the Critical Path Schedule. The First Article Vehicle shall be made available for inspection, acceptance testing and demonstration services at the RTC for a period of not less than thirty (30) Days from the date of delivery.

SEC. 210 SUSPENSION OF WORK AND DELAY BY THE RTC

(a) Stop Work Orders --

(1) Right to Issue -- If the RTC (or its Inspector) determines that a problem in the production or manufacturing process may impact the safe construction, operation, or delivery of the Vehicles being produced or may affect the performance of any major system or component, as defined in the Technical Specifications, the parties shall meet within seventy-two (72) hours in order to discuss and agree upon the solution to the problem and the issuance, if necessary, of a Change Order. If the parties are unable to agree, then RTC may, by written order to the Contractor, require the Contractor to stop the part of the Work related to the problem discussed.

(2) Elements -- Any order issued under this subsection shall be specifically identified as a "stop work order." At a minimum, any such stop work order shall be authorized in writing by the RTC Executive Director and shall include the following in writing:

- (A) A clear description of the Work to be suspended.
- (B) Instructions as to the issuance of further orders by the Contractor for materials or services.
- (C) Guidance as to action to be taken on subcontracts.
- (D) Other suggestions to the Contractor for minimizing costs.
- (E) The time period (not to exceed fifty (50) Days) during which the order will remain in effect.

(b) Actions in Response -- Upon receipt of a stop work order, the Contractor shall promptly comply with the terms of such order and shall take all reasonable steps to minimize the

incurring of costs allocable to the Work covered by the order, during the period of work stoppage. Within the time period specified in the stop work order, or within any extension of that period to which the parties agree, the RTC shall either --

- (1) cancel the stop work order; or
- (2) terminate the Work covered by such order as provided in Section 232 on termination for convenience or Section 234 on termination for default.

(c) Impact on Price and Schedule --

(1) Equitable Adjustment -- If a stop work order issued under this subsection is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in Contract Time or Contract Price, or both, and this Agreement shall be modified in writing accordingly, if --

- (A) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement; and
- (B) the Contractor asserts a claim for such adjustment within twenty (20) Days after the end of the period of work stoppage.

(2) Impact on Production Schedule -- In making an equitable adjustment in price or schedule under this subsection, the RTC will consider the costs incurred by the Contractor as a consequence of the delay resulting from the stop work order, and will also take into account the impact of the delay on the production schedule for the RTC's order as well as on the production planning at the Contractor's facility and the Contractor's obligations to its other customers.

(3) Termination Settlement -- If a stop work order is not cancelled and the Work covered by such order is terminated for the convenience of the RTC, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

(4) Allowable Costs -- If a stop work order is not cancelled and the Work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowable by equitable adjustment or otherwise.

(d) RTC Caused Delays --

(1) Adjustments to Cost or Time -- If the performance of all or any part of the Work is, suspended, delayed, or interrupted for an unreasonable period of time, by an act of the RTC or by the failure of the RTC to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement (excluding profit)

and/or for any delay in the time for completion of the Work necessarily caused by such unreasonable suspension, delay, or interruption, and this Agreement shall be modified in writing accordingly. In making an adjustment in price or delivery schedule, the RTC will consider the costs and impacts described in subsection (c)(2) of this Section.

(2) No Adjustments -- No adjustment shall be made under this subsection for any suspension, delay, or interruption (A) to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or the Contractor's failure to comply with the provisions of this Agreement; or (B) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

(3) No Claims -- No claim under this subsection shall be allowed unless the Contractor asserts the claim in writing, including the amount thereof, within twenty (20) Days after the termination of such suspension, delay, or interruption.

SEC. 211 CHANGE ORDER PROCESS

(a) Writing Required -- Changes to the requirements of this Agreement, the Technical Specifications or the other Contract Documents may only be made by a written Change Order issued by the RTC or by a Contract Amendment. Oral Change Orders or oral contract amendments or modifications are not and will not be permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any change in the Technical Specifications not properly ordered by written Change Order signed by the RTC. The form to be used for Change Orders is included as Appendix D to this Agreement.

(b) RTC Proposed/Directed Change Orders --

(1) Change Notice -- The RTC may, at any time, issue a written Change Notice to the Contractor proposing modifications in the Work that are within the general scope of this Agreement. Any such Change Notice shall be in sufficient detail to clearly show the Contractor the Work to be done and provide a basis for assessing any impact on contract cost or schedule.

(2) Response by Contractor to Change Notice -- The Contractor shall, within ten (10) Days after receipt of a Change Notice, notify the RTC in writing of any potential impact on contract cost or delivery schedule, and provide the RTC with its assessment of the feasibility of making the change proposed. If the Contractor notifies the RTC that the change is not feasible, the parties shall meet as soon as possible to review the proposed change. Following those discussions, the RTC will either issue a Change

Order directing that the change proceed as stated in the original notice, issue a modified Change Notice, or withdraw the original notice.

(3) Agreement on Change -- If the RTC agrees that the Change Notice will cause an increase or decrease in the Contractor's cost or the time required to perform the Work, an equitable adjustment shall be made in the Contract Price or Contract Time (or both), and such adjustment shall be reflected in a Change Order or written modification to this Agreement. The RTC shall thereafter issue a written Change Order implementing the change in the Work, which will be executed by both Parties. A bilateral Change Order under this paragraph or subsection (c)(3) hereof will include all time and amounts to which the Contractor is entitled as a result of the change. There will be no reservation of rights by either Party on a bilateral Change Order.

(4) Absence of Agreement -- If the RTC and the Contractor are unable to agree on an equitable adjustment in price or schedule in connection with a Change Notice, the RTC may nonetheless issue a unilateral written Change Order implementing the changes in the Work, and in that event the Contractor shall proceed with the Work under this Agreement, as changed. The Contractor may submit the dispute over the cost or schedule impact of the change to dispute resolution under Section 228, and the Contractor's proceeding with the Work shall not prejudice its position in the dispute resolution process.

(5) Cost or Price Analysis -- The RTC reserves the right to conduct a cost or price analysis on any Change Order, including a change requested by the Contractor under subsection (c) of this Section.

(c) Contractor Proposed Changes --

(1) General -- The Contractor may also propose changes to the Work for the consideration and review of the RTC. No such change shall be made unless the RTC gives prior written approval of the requested change by issuance of a Change Order. Oral Change Orders are not recognized or permitted. The Contractor shall use the Change Order form included as Appendix D to this Agreement to make its request for a change.

(2) Basis for Request for Change -- Contractor-proposed changes under this subsection may include a request for a Change Order on the basis of an extraordinary and unanticipated increase in the cost of Materials or components used to manufacture or produce the Vehicles that arises after the date of this Agreement and that directly results in additional cost or time to perform the Work. The RTC is not obligated to agree to such

a request for a Change Order, but agrees to review, discuss, and consider any such request in good faith.

(3) Price and Schedule Proposal -- Within ten (10) Days after the Contractor submits a written request for a Change Order to the RTC, the Contractor shall submit to the RTC a detailed price and schedule proposal for the change or Work to be performed, provide an assessment of the feasibility of making the change proposed, and identify any Technical Specification to be modified by the change. The RTC shall consider the proposed Change Order and, after consultation with the Contractor, may accept, reject, or modify the Change Order requested. An accepted or modified Change Order under this subsection shall be in writing and executed by both parties.

(4) Contractor Obligation to Proceed -- If the RTC and the Contractor are unable to agree on the price or schedule impact of a Contractor proposed change under this subsection, the dispute may be submitted by either Party for resolution in accordance with Section 228 of this Agreement. In the event of such a dispute, the RTC retains the discretion to order the change to be implemented by the Contractor or to direct the Contractor not to proceed with the change. The Contractor has a continuing obligation to proceed with the Work under this Agreement as directed by the RTC, notwithstanding the pendency of any such dispute; provided that the Contractor's proceeding with the Work shall not prejudice its position in the dispute resolution process.

(d) Scope and Specification Changes – Any changes to the Technical Specifications for the Vehicles shall be made by written Change Order.

(e) Minor Changes -- In addition to written Change Orders, the RTC shall have the authority to direct minor changes in the Work not involving extra cost or changes in schedule when such changes are in the RTC's opinion necessary or expedient to the satisfactory performance and completion of the Work. The Contractor may also propose such minor changes to the RTC for its review and approval.

SEC. 212 EXTENSION OF TIME

(a) Granting of Extensions -- The Contractor will be granted an extension in Contract Time for a delay in completion of the Work, or any specified portion thereof, that arises directly from a Force Majeure event; provided that: (1) the causes were not foreseeable, did not result from the fault or negligence of the Contractor, or any person for whom the Contractor is legally or contractually responsible, and could not have been avoided by the exercise of due diligence and care by the Contractor; (2) the Contractor has taken reasonable precautions to prevent

further delays owing to such causes; and (3) the Contractor notifies the RTC in writing of the cause or causes of delay within five (5) Days from the beginning of any such delay. Force Majeure events may result in an extension in the delivery schedule but are not a basis for an increase in the Contract Price.

(b) Information Regarding Cause of Delay -- Within ten (10) Days after the end of the delay, the Contractor shall furnish the RTC with detailed information concerning the causes and circumstances of the delay, the number of Days actually delayed, and the Contractor's request for an extension in the time for the completion of the Work or any portion thereof. The Contractor shall also provide the RTC satisfactory evidence that non-performance is not due to any fault or negligence on the part of the Contractor or any person for whom it is legally or contractually responsible. Failure to submit this information within such ten (10) Day period will be sufficient cause for denying the claim for an extension of time.

(c) RTC Response --

(1) Timing -- Within ten (10) Days after receipt of all information required under subsection (b), the RTC shall notify the Contractor whether it agrees that the event causing the delay was a Force Majeure event meeting the conditions of subsection (a).

(2) Agreement -- If the RTC concurs that the event was a Force Majeure event and that the Contractor has met the conditions of subsection (a), it shall also notify the Contractor whether it agrees with the amount of the extension in the Contract Time requested by the Contractor for the completion of the Work or any portion thereof. If the RTC does not agree to the amount of time requested, it shall establish the approved amount of the extension in Contract Time, which decision shall be final subject to dispute resolution under Section 228 of this Agreement.

(3) No Agreement -- If the RTC does not agree that the event was a Force Majeure event or determines that the Contractor has not met the conditions of subsection (a), it will deny the extension, which decision shall be final subject to dispute resolution under Section 228 of this Agreement.

(d) Change Orders -- The RTC will issue a Change Order to the Contractor within a reasonable period of time after the granting of an extension of Contract Time under this Section, specifying the number of Days allowed and the new date for completion of the Work or specified portions of the Work. Any extension of time must be in writing to be effective.

(e) Relation to Other Provisions --

(1) No Waiver -- The granting of an extension of Contract Time for delay shall not be deemed to be a waiver by the RTC of the RTC's right to impose and deduct

liquidated damages for other delays (but not a delay caused by a Force Majeure event), or of any other rights to which the RTC is entitled under this Agreement.

(2) No Increase in Price -- An extension of Contract Time granted pursuant to this Section shall not be the basis for an increase in the Contract Price or claim for other additional compensation or damages, and no damages or costs of any kind or nature will be paid for any such extension of time. A time extension must be approved by the RTC prior to any interim or final completion dates being extended.

(f) Other Extensions of Time -- In addition to granting an extension in Contract Time for a Force Majeure event, the RTC may grant an extension in Contract Time in a Change Order agreed upon or issued by the RTC under Section 211.

SEC. 213 CONDITION OF SHIPMENT

(a) Post Production Testing -- The Contractor shall assure that each Vehicle successfully completes the post-production performance and conformance testing required under Appendix C prior to shipment.

(b) Required Condition --

(1) Standards for Shipment -- Unless specifically excepted at the sole discretion of the RTC, each Vehicle shipped from the Contractor's plant to the RTC shall be complete (other than any components to be incorporated at the Project Site), Ready-to-Use, and in compliance with all provisions of the Technical Specifications and the other Contract Documents.

(2) Packing and Shipping -- The Contractor shall be responsible for packaging all shipments in accordance with the best commercial standards and practices to ensure the integrity, safety and security of the Vehicles, and Materials during transportation and handling.

(c) Shipping Release -- Prior to the shipment of each Vehicle, the Contractor shall secure a "Shipping Release" signed by the RTC's Inspector or other authorized representative of the RTC at the Contractor's plant. The Shipping Release shall certify that the Vehicle is complete (other than components to be incorporated at the Project Site), Ready-to-Use, and complies with the Technical Specifications, the Contractor's approved Drawings and Samples, and other agreed upon conditions for shipment. The Shipping Release shall not, however, be construed or inferred to constitute any Acceptance of such Vehicle by the RTC. Execution of the Shipping Release by the RTC will not be unreasonably withheld.

(d) Transportation Costs -- The Contractor acknowledges and agrees that all costs associated with the shipment and transport of the Vehicles, including delivery and unloading costs; insurance costs; import duties, fees, and taxes; sales taxes; port fees; license fees; and all other associated costs, are included in the Contract Price, and that the Contractor is not entitled to and will not seek any additional compensation in connection with any such costs.

SEC. 214 ARRIVAL AND REQUIRED CONDITIONS FOR VEHICLE DELIVERY

(a) Arrival Notice -- The Contractor shall give the RTC Project Director three (3) Days' notice prior to the arrival of Vehicles. Upon arrival at the Project Site, each completed Vehicle shall be examined jointly by representatives of the RTC and the Contractor. The RTC will then issue an "Arrival Notice" to the Contractor, for each Vehicle, which will acknowledge arrival of the Vehicle and furnish appropriate notation as to its apparent condition. The Arrival Notice will describe any missing parts or any damage that may have occurred during shipment and will also note or reference any components to be added at the Project Site. The Arrival Notice will be signed by both the RTC's representative and the Contractor's representative to attest to the stated condition of the Vehicle.

(b) Delivery Requirements -- To be considered "delivered", each Vehicle, subsequent to arrival and issuance of an Arrival Notice, must (after incorporation of any remaining components) be Ready-to-Use and fully in compliance with the Contract Documents, including having successfully completed performance and conformance tests at the Contractor's facilities in accordance with the Testing Procedures and Protocols set forth in Appendix C. If the RTC agrees to allow Vehicles to be shipped to the Project Site or other property while such testing work remains to be done, the Vehicles shall not, unless otherwise agreed upon by the RTC, be considered to be "delivered" until the Contractor has satisfactorily completed all such testing work.

(c) Failure to Meet Conditions -- If Vehicles arrive at the Project Site but do not meet the standards required to be considered "delivered" under subsection (b), the RTC may assess liquidated damages under Section 227. In addition, the RTC may require such Vehicles to be removed from the Project Site or may, in its discretion, require the Contractor to pay daily storage costs for use of the Project Site.

(d) Motor Vehicle Title and Fees -- The Contractor shall present, with each Vehicle delivered to the RTC, a copy of Contractor's title documents, an invoice, certificate of origin, a VIN inspection certificate, and all other documents necessary for the transfer of title to the RTC. The Contractor warrants that the title to each Vehicle delivered to the RTC will be free, clear,

unencumbered and fully marketable, and that Contractor will have the right to convey such title to the RTC. All documents or parts of documents which must be executed in order to transfer ownership and secure a Nevada Title for each Vehicle shall be fully and properly executed and submitted to the State of Nevada, Department of Motor Vehicles. All costs for title fees shall be borne by the Contractor. Title to each Vehicle shall be conveyed to the RTC, at the address set forth in Section 238, within sixty (60) Days after issuance of a Certificate of Acceptance under Section 215.

(e) Fire Suppression System and Extinguisher Certificates - The Contractor shall provide Nevada Fire Suppression System and Extinguisher certificates for each Vehicle at the time of delivery.

(f) Registration – The RTC shall be responsible for obtaining the registration for each Vehicle.

SEC. 215 ACCEPTANCE OF VEHICLES

(a) Inspection and Testing --

(1) Timing and Standards -- Except as provided in paragraph (2), within fifteen (15) Days after delivery to the RTC, each Vehicle shall (A) be given an inspection to determine if such Vehicle has been completed in full compliance with the Technical Specifications and other Contract Documents; and (B) be subjected to pre-revenue service Acceptance testing (as described in Appendix C) to determine if the Vehicle is in acceptable operating condition. The RTC and the Contractor will provide personnel for participation in proof of design and Acceptance testing at the Project Site or other RTC facilities. The Contractor shall ensure that a Trapeze technician is on site to commission all the Vehicles during Acceptance testing. All Contractor personnel shall be qualified and properly licensed to operate the Vehicle.

(2) First Article Vehicle -- The RTC will be provided thirty (30) Days after delivery to conduct the inspection and Acceptance testing of the First Article Vehicle. The Acceptance inspection and testing of other Vehicles under paragraph (1) above is not required to be completed prior to the end of this thirty (30) Day period for the First Article Vehicle.

(b) Acceptance or Rejection by RTC -- Within five (5) working days after the completion of pre-revenue service Acceptance testing of a Vehicle under subsection (a), the RTC will notify the Contractor, in writing, whether such Vehicle has or has not been accepted. If a Vehicle is not accepted, the RTC will include in its notice a written explanation of the reasons

for the rejection, identifying the particular component, system, or operating characteristic or feature found unacceptable. The RTC will not accept a Vehicle until the RTC is able to confirm that the Trapeze ITS system functions properly.

(c) Resubmittal --

(1) Correction of Defects -- Within seven (7) Days, or a mutually agreed upon schedule, after receipt of a notice under subsection (b), the Contractor shall correct any defects identified, and shall resubmit the Vehicle to the RTC for Acceptance; provided that if the defect cannot be corrected within seven (7) Days, the Contractor shall explain in writing the reasons additional time is needed and commit to a date for resubmittal. At its option, the RTC may require the Contractor to remove the Vehicle from the Project Site or other RTC premises, or may charge the Contractor a daily storage fee for use of the Project Site, while repairs are being made or defects corrected until the Vehicle is accepted. While a Vehicle is under repair or correction and until Acceptance, the Contractor shall retain all risk of loss.

(2) Work Orders -- All work performed by the Contractor to correct identified defects under this Section shall be documented with work orders. Each work order shall provide the following information needed for the repair: explanation of the repairs performed; procedure used to effect the repair; list of parts needed for the repair; and list of Vehicles subject to the repair work. The list of Vehicles shall include the fleet vehicle number, the VIN, license plate, serial number, the date when the work was performed, and the mileage, as applicable. Such work orders shall be provided to the RTC upon the completion of the repair work and resubmittal of a Vehicle for Acceptance.

(3) RTC Review -- The RTC shall, within ten (10) Days from the date of resubmittal of a Vehicle, complete additional inspection and/or testing, and either accept, reject, or conditionally accept the resubmitted Vehicle. If a Vehicle is not accepted, the RTC will notify the Contractor and include a written explanation of the reasons for rejection, identifying the particular component, system, or operating characteristic of feature found unacceptable. The Contractor shall correct any continuing defects identified by the RTC within five (5) Days of notice by the RTC.

(d) Certificate of Acceptance -- Upon Acceptance of a Vehicle, the RTC shall execute a written "Certificate of Acceptance" (the RTC's Acceptance Test Procedure (ATP) form) accepting the Vehicle as in conformance with the Technical Specifications and other Contract Documents, releasing the Vehicle for service. The date of Acceptance shall be the date of issuance of the Certificate of Acceptance by the RTC.

(e) Security of Vehicles -- The RTC shall make all reasonable efforts to assure the integrity, safety, and security of the Vehicles at the Project Site or other RTC facilities during the Acceptance testing process.

(f) Relation to Milestones and Critical Path Schedule --The time periods provided in this Section for inspections, testing, and other actions in the Vehicle Acceptance process shall prevail over any differing periods set forth in the Milestone Schedule or the Critical Path Schedule.

SEC. 216 RESERVED

SEC. 217 RISK OF LOSS

(a) Responsibility of Contractor -- Risk of loss or damage to any Vehicle or to any part or portion thereof (including responsibility for insurance coverage), is assumed and shall be borne by the Contractor at its own expense until a Certificate of Acceptance has been issued for such Vehicle in accordance with Section 215(d) of this Agreement. The Contractor acknowledges that it shall bear all risk of loss or damage for each Vehicle, and any part or portion thereof, during the acceptance testing process. The Contractor shall assure that the Vehicles remain fully insured (including coverage of RTC personnel involved in acceptance testing) until Acceptance. The Contractor shall continue to perform the Work and carry out this Agreement, in accordance with its terms and the other Contract Documents, without additional cost to the RTC by reason of any such loss or damage.

(b) Transfer to RTC -- Risk of loss of each Vehicle shall pass to the RTC upon the RTC's issuance of a Certificate of Acceptance for such Vehicle in accordance with Section 215(d) of this Agreement.

SEC. 218 WARRANTIES

(a) General Warranty -- To ensure the maximum safety, protection and satisfaction to the RTC, and to its passengers, the Contractor warrants and guarantees that each Vehicle, subsystem, component, and replacement part is fully operational and free from defects and related defects in design, materials, workmanship and construction, and is designed in conformance with the Technical Specifications and other Contract Documents to provide the services and functions intended. As used in this Section, a "related defect" is a defect that arises directly or indirectly as a result of a separate defect in the Vehicle as the case may be.

(b) Start of Warranty Period -- The warranties of this Section shall start to run, with each Vehicle, subsystem, and component, on the date of issuance of a Certificate of Acceptance by the RTC for that Vehicle under Section 215 of this Agreement.

(c) Warranty for Complete Vehicle -- The Contractor warrants and guarantees the entire Vehicle, bumper-to-bumper, to be free of any defects and related defects for two (2) years or 100,000 miles, whichever first occurs, from the date of issuance of a Certificate of Acceptance. During this warranty period, the Vehicle shall maintain its structural and functional integrity. This warranty is based on regular operation of the Vehicle under the operating conditions and physical environment that exists in the Washoe County, Nevada area. Unless a longer warranty is provided in this Section, this warranty includes integral and peripheral components, materials, parts, assemblies and subassemblies including but not limited to the body, chassis, engine, transmission, cooling, drive train, suspension, electrical and manual controls, steering, starter and alternator, safety equipment, heater, and air conditioning. This warranty includes all services by the Contractor that are necessary to correct any malfunction or defect in materials or workmanship that occurs during the warranty period, and to keep the Vehicles in good operating condition and preserve their operating efficiency in accordance with all OEM technical specifications and operating standards.

(d) Standard Warranty for Subsystems and Components --

(1) Basic Two-Year Warranty -- The Contractor warrants and guarantees all major subsystems and components to be free of defects and related defects for two (2) years from the date of issuance of a Certificate of Acceptance, without any mileage limit, unless a longer period is provided by the supplier. The subsystems and components covered by this warranty include, but are not limited to, the following: brake system, electrical systems; heating, ventilation and air conditioning systems; all axles; differential; driveshaft; gearbox; steering box; passenger seats; complete destination sign system; suspension; assemblies; door systems; interior lighting; air compressor and dryer; wheelchair ramp system; engine starter; alternator; fire suppression system; methane detection systems; on board camera system; radio communication equipment; voice annunciation system; hydraulic system; cooling system; and paint and finish.

(2) Propulsion System Warranty -- The Contractor warrants and guarantees all propulsion system components, including the engine, transmission, drive and non-drive axles, traction system, controllers/inverters and gear box, to be free from defects and related defects for six (6) years or 300,000 miles (whichever comes first) from the issuance of a Certificate of Acceptance.

(e) Structural Warranties -- In addition to the warranties described in the preceding subsections of this Section, the Contractor warrants and guarantees (1) the body, body structure, and structural elements of the suspension to be free from defects and related defects for three (3) years and (2) primary load-carrying members of the bus structure, including structural elements of suspension, against corrosion failure and/or fatigue failure sufficient to cause a Class I or Class II failure for a period of twelve (12) years or 500,000 miles, whichever comes first. For purposes of this Section, the "structure" of the body work means the body framework, including any side, roof and exterior panels; and the "structure" of the chassis means the chassis longitudinal, cross-members, structural elements of the suspension, outriggers and sole bars, and load bearing members and components.

(f) Bus Battery Warranty -- The Contractor warrants and guarantees the hydrogen fuel cell battery in a Vehicle to be free of defects and related defects for six (6) years from the issuance of a Certificate of Acceptance for such Vehicle.

(g) Applicability of Warranty -- The warranties specified in this Section shall not apply to any defect to the extent it occurs by reason of the following:

(1) external causes such as road accidents, bumps, scratches, and similar events, that are the direct result of the operational use by the RTC, unless the accident or event is caused by the negligent or intentional acts or omissions of the Contractor or its agents;

(2) failure to inspect, service, and maintain (including preventative maintenance) the Vehicle in accordance with the Contractor's recommendations (including recommended daily checks and use of Contractor supplied spare parts);

(3) any abuse or misuse by the RTC (or its employees, agents, or the RTC's Service Contractor);

(4) alterations, repairs, or replacements carried out other than by the Contractor, its duly authorized service representative, or the Service Contractor;

(5) normal wear and tear of the Vehicle, including the gel-coating or finish, and components; or

(6) vandalism.

For purposes of these limitations on warranty applicability, the RTC shall require its Service Contractor to document that its maintenance activities are carried out in conformance with the Contractor's documentation and maintenance manuals and to maintain copies of all maintenance records and receipts for review by the Contractor.

(h) Exclusions From Warranty -- The following are excluded from warranty coverage:

(1) any accessories, equipment, or parts not manufactured, approved or supplied by the Contractor (except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible);

(2) any unauthorized modification of the Vehicle, or of the parts manufactured by the Contractor; and

(3) scheduled maintenance items, consumables and normal "wear-out" items (such as tires, filters, belts, tubes, bulbs and wiper blades), or items with progressive wear characteristics (bushings, friction surfaces).

(i) Supplier Warranties -- In the event the Vehicles, or any other Materials or equipment supplied under this Agreement (or any components of any of the foregoing) are covered by warranties of the manufacturer or supplier other than the Contractor, and such warranties extend beyond the periods specified in this Section, then the RTC shall receive the benefit of such longer warranties. The Contractor shall furnish copies of such superior warranties to the RTC at the time of Vehicle delivery. If requested by the RTC, the Contractor shall assign any such superior warranty to the RTC; provided that notwithstanding any such assignment, the manufacturer and supplier warranties shall be managed and administered by the Contractor for the extended warranty period, and such assignment shall not relieve the Contractor of any of its obligations under this Agreement.

(j) Engineering Changes - Contractor sponsored modifications to the Vehicles and/or engineering changes shall be made with the prior written consent of the RTC at no additional charge for a period of one (1) year from the date of Acceptance. The RTC reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the RTC.

(k) Disclaimers Not Effective -- No disclaimer of liability, limitations on time of warranty, limitations on scope of warranty, or limitations on damages inconsistent with the warranties contained herein shall be effective for any purpose. No warranty contained herein or otherwise given shall be construed to limit or waive any other right or remedy available to the RTC by law or to limit the time in which such other remedy may be sought.

(l) Warranties Non-Assignable -- The warranties provided in this Section shall not be assigned by the RTC to any third party or be enforced by any third party; provided that this limitation shall not be construed to affect the ability of the RTC's Service Contractor to administer the warranty provisions in this Section and Section 219.

(m) Reservation of Other Rights -- The warranties, rights and remedies specified in this Section are in addition to any remedies, warranties (express or implied), or guarantees imposed on the Contractor by statute, common law, or other provisions of law or contract.

(n) Damages -- The Contractor shall be liable for actual damages resulting from the breach of an express or implied warranty or other defect in the Work.

SEC. 219 WARRANTY REPAIRS AND DEFECTS

(a) Warranty Repairs by RTC --

(1) In General -- Warranty covered repairs shall be performed by trained personnel of the RTC's Service Contractor, in accordance with commercially reasonable industry standards, with reimbursement by the Contractor. Warranty-covered repairs for major components (such as the engine, transmission, HVAC and destination sign) shall be performed by an authorized dealer of the OEM or trained personnel of the RTC's Service Contractor. The RTC shall correct or repair the defect and any related defects using parts specified or approved by the Contractor that are specifically available for the repair.

(2) Parts Shipment -- The RTC may request the Contractor to supply new components or parts necessary for warranty covered repairs being undertaken by the RTC or its authorized representative. These parts shall be shipped prepaid by the Contractor to the RTC within one (1) Day or according to a mutually agreed schedule of the request of such parts. Parts supplied by the Contractor shall be OEM equivalent or superior to those used in the OEM. In case of expedited rush orders for parts placed by the RTC for a "bus down," the Contractor shall prepay the costs for expedited (air express) delivery or, where this is not practicable, shall provide for some other expedited form of delivery. The Contractor may request that parts covered by warranty be returned to the manufacturing plant, at its cost. Parts shall be returned in accordance with the Contractor's instructions.

(3) Failure Analysis -- At the request of the RTC, the Contractor shall provide a failure analysis of parts for components removed from Vehicles under the terms of the warranty. Such reports shall be delivered within sixty (60) Days, or according to a mutually agreed schedule, of the receipt of failed parts or components.

(b) Reimbursement for RTC Repairs --

(1) Timing of Reimbursement -- The Contractor shall reimburse the RTC for any repairs performed by the RTC's Service Contractor within thirty (30) Days of receipt of the claim or return of the returned part for review by the Contractor, as applicable. The

RTC shall submit to the Contractor a warranty claim for any repairs undertaken by the RTC for reimbursement for the cost of repairs and/or the replacement of parts. The warranty claim shall be submitted electronically in accordance with the Contractor's Customer Warranty Portal User Manual. If the Contractor fails to reimburse the RTC within the thirty (30) Day period, the outstanding amount shall accrue interest at the Prime Rate as quoted in the interest rates and bonds section of The Wall Street Journal on the last date reimbursement was due.

(2) Inclusion in Reimbursable Costs -- The costs for warranty repairs to be reimbursed by the Contractor shall include labor costs as well as any necessary parts. Reimbursement for any RTC supplied parts shall be calculated from the original equipment manufacturer (OEM) parts price list in effect at the time of the repair.

(3) Labor Rates -- Labor costs incurred by the RTC and reimbursable by the Contractor for warranty repairs shall be determined by multiplying the number of manhours actually required to correct the defect by the then current hourly rate of the RTC's authorized representative. At the time of execution of this Agreement, the current rate is \$97.50 per hour.

(4) OEM Repairs - The RTC will refrain from performing any maintenance and/or repairs which could void OEM warranties and shall maintain the Vehicles in accordance with OEM and Contractor furnished specifications, manuals, and documents. If repairs are required to components or major subsystems and are undertaken by an OEM authorized warranty facility, the RTC shall include such cost on the warranty claim submitted to the Contractor.

(c) Safety Defects --

(1) Determination and Notification by RTC -- The determination of whether a defect constitutes a safety defect shall be made by the RTC, following consultation and agreement with the Contractor. If the RTC determines that a safety defect exists in any Vehicle purchased under this Agreement, the RTC will immediately notify the Contractor.

(2) Inspection and Repairs by Contractor -- Within two (2) Days after notification by the RTC of a safety defect, the Contractor shall inspect the entire Vehicle fleet to determine whether the safety defect exists in other Vehicles. Within two (2) Days after completion of inspection by the Contractor, the Contractor shall meet with the RTC and present an action plan to design, engineer and correct the safety defect. The action plan shall be subject to approval by the RTC.

(3) Scope of Repairs -- Whenever any change or repair is required to correct a defect that relates to safety in the Vehicle, structure, parts, subsystems, or components, the RTC shall make this repair for all Vehicles, structure, parts, subsystems, or components where such defect exists, at the Contractor's sole expense. The RTC shall file a warranty claim with the Contractor for all costs it incurs in making such repairs to the Vehicle fleet.

(4) Applicability -- The requirements of this subsection shall extend for four (4) years after Acceptance of the last Vehicle.

(d) Warranty After Replacement or Repair -- If any component, system, subsystem, or part is repaired, rebuilt, or replaced by the RTC such component, system, subsystem, or part shall be warranted for the remainder of the full original warranty period. This warranty shall commence on the date the repaired, rebuilt or replaced component, system, subsystem or part is installed on the Vehicle.

(e) Disputes -- Any disputes regarding the warranty provisions of this Section (including whether specific repairs are covered by warranty and the reimbursable cost of repairs) shall be subject to the dispute resolution procedures set forth in Section 228 of this Agreement; provided that the Contractor shall comply with its obligations for warranty repairs, in accordance with the direction of the RTC, notwithstanding the pendency of any dispute.

(f) Damages and Costs -- In the event of any action by the RTC to recover damages for breach of warranty, the Contractor agrees to pay the RTC for such damages and the costs associated with such action, including reasonable attorneys' fees.

SEC. 220 INDEMNIFICATION

(a) Scope of Indemnity -- The Contractor agrees to protect, defend, and indemnify and hold the RTC, its officers, board members, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, title and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising out of the performance or implementation of this Agreement by the Contractor or any Subcontractor, or any other person for whom the Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim is based was caused by the negligence of the Contractor or any Subcontractors, or any other person for whom the Contractor is legally or contractually responsible, or their agents or employees. The Contractor shall not assert any

assumption of the risk or any other defense to the obligation to indemnify the RTC under this Section. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to bear all costs and expenses of investigating, defending, or otherwise handling all claims described in this subsection, without regard to the merits or final disposition of such claims. For purposes of this subsection, the term "Subcontractor" does not include the RTC's fixed route Service Contractor.

(b) Handling of Claims -- The RTC agrees that it will notify the Contractor in writing within ten (10) Days of receipt or notice of any claim described in subsection (a); provided that failure of the RTC to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section. The Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the RTC notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim. The RTC shall provide such assistance (except financial) for the defense of any claim as is reasonably requested by the Contractor. The RTC shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform the RTC as to all correspondence and proceedings in respect of any claim as to which indemnity is sought and to consult with the RTC with respect to all matters relating to any claim.

(c) Patent Infringement -- The Contractor shall advise the RTC of any anticipated, known or pending patent infringement action or other proceeding and shall provide all information available relating to the action. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any Vehicle, equipment, Materials, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent; and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages, against the RTC. In case such Vehicle, equipment, or Materials, or any part thereof, is held in such suit to constitute infringement and its use is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using such Vehicle, equipment, Materials or parts, or replace the same with non-infringing equipment, or modify it so it becomes non-infringing.

(d) Service Contractor -- The RTC acknowledges that the Service Contractor operating and maintaining the Vehicles has its own specific indemnification and insurance obligations to the RTC under its Operations and Maintenance Agreement. The Contractor's indemnification obligations under this Section do not extend to or cover any negligent or willful actions of such Service Contractor or otherwise create any agreement or obligation to indemnify, the Service Contractor.

(e) Disclaimer of Liability -- The RTC will not hold harmless or indemnify the Contractor for any liability whatsoever. This subsection does not preclude the Contractor from pursuing resolution of a dispute with the RTC arising under this Agreement in accordance with Section 228.

SEC. 221 INSURANCE

(a) Obligations of the Contractor -- Except as otherwise provided in this Section, the Contractor shall procure and maintain in effect until the completion of all Work and services under this Agreement the insurance coverages in the amounts prescribed in this Section. All insurance required hereunder shall be procured from insurance or indemnity companies authorized or approved to do business in the State of Nevada with an A-, Class VI or better rating level, unless otherwise approved in writing by the RTC. The Contractor shall furnish the RTC, prior to execution of this Agreement by the Contractor, certificates of insurance evidencing that the required insurance has been obtained.

(b) Types of Insurance Required -- The Contractor shall procure and maintain at its own cost and expense the following types of insurance:

(1) Worker's Compensation and Employers' Liability -- A policy (or approved self-insurance plan) complying with all statutes applicable to work performed in the United States in connection with this Agreement, including those of Nevada, and any other State or Federal jurisdiction. Employers' liability coverage shall be at least \$1 million per occurrence. The Contractor waives all rights against the RTC and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability, or commercial umbrella liability insurance obtained by the Contractor pursuant to this Agreement. The Contractor shall obtain an endorsement equivalent to WC 00 03 13 or equivalent to affect this waiver.

(2) Commercial General Liability Insurance -- Commercial General Liability (CGL) coverage, and if necessary, commercial umbrella insurance, including products

and completed operations coverage, covering the liability of the Contractor (and the RTC and its consultants) with a limit of not less than \$5 million for each occurrence for all Work, and operations under or in connection with this Agreement and all obligations assumed by the Contractor under this Agreement. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.) The coverage under such policy shall provide at least the following limits:

- (A) Bodily Injury or Property Damage Liability -- \$5 million combined limit per occurrence.
- (B) Contractual Liability -- \$5 million combined limit per occurrence.
- (C) Products/Completed Operations Liability -- \$5 million combined limit per occurrence/aggregate for a period of five (5) years after the Acceptance of the last Vehicle under this Agreement.

(3) Automobile Liability Insurance -- An insurance policy covering the use of all owned, non-owned, hired, leased, or rented vehicles used in connection with this Agreement. The coverage under such policy shall provide at least \$5 million combined limit per occurrence in bodily injury and property damage liability.

(c) Endorsement -- The insurance coverages required under subsection (b) (other than worker's compensation and employer's liability) shall contain an endorsement naming the RTC and its officers, employees and agents as additional insureds, without exclusions. The RTC and its officers, employees and agents shall be included as an additional insured under the Commercial General Liability coverage, for both Contractor's premises and operations liability before delivery of the Vehicles, and products and completed operations liability after delivery of the Vehicles, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the RTC. There shall be no endorsement or modification of the Commercial General Liability to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro-rata, the policy shall be endorsed to be primary with respect to the additional insured. The endorsement shall contain a provision that the RTC shall be notified by the insurer(s), in writing, thirty (30) Days prior to any cancellation, non-renewal, or material change adversely affecting the interest of the RTC.

(d) Contractor's Failure to Procure -- The Contractor's failure to procure or maintain the insurance required by this Section during the entire term of the Agreement shall constitute a material breach of contract. In the event of such a breach, the RTC may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate this Agreement, or, at its discretion, to procure or renew such insurance to protect the RTC and pay the premiums in connection therewith, and withhold or recover from the Contractor all monies so paid.

(e) Deductibles -- The Contractor shall be solely responsible for all deductibles and self-assured retentions relating to all insurance required under this Section.

(f) Waiver of Subrogation -- The Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any policy, limitations or exclusions of coverage, or any other reason against the RTC and its officers, employees, and agents.

(g) Primary and Non-Contributing -- The insurance coverage required under this Section shall be primary insurance for claims covered, and any other insurance maintained by any additional insured or its officers, employees, or agents shall not contribute.

(h) Delivery of Policies -- The RTC may, in its discretion, require the Contractor to provide actual copies of the policy of any insurance that is required under this Section. The Contractor shall supply any policy required by the RTC within ten (10) Days after the RTC's request, unless the Contractor demonstrates that actual copies of such policy are unavailable.

SEC. 222 MANUALS

(a) Manuals and Materials --

(1) General Requirements -- The Contractor shall electronically transmit to the RTC, in accordance with the Critical Path Schedule and at least thirty (30) Days prior to the delivery of the First Vehicle under this Agreement, operator manuals, maintenance manuals, parts manuals, and any other technical support manuals and materials required by the Technical Specifications. These manuals and other technical support materials shall be used in training under this Section as well as for ongoing operation and maintenance of the Vehicles.

(2) Operator Manuals -- The operator manuals shall be written in English, shall describe in detail the operating features and characteristics of the Vehicles; and provide sufficient information to assure safe and effective operation of the Vehicles.

(3) Maintenance Manuals -- The maintenance manuals shall be written in English and shall provide details of the Contractor's maintenance program, electrical schematics and information regarding the recommended procedures and standards for maintenance and repair of the Vehicle including all scheduled and preventative maintenance requirements and recommendations and estimated hours of maintenance required.

(4) Electronic Access -- The Contractor shall provide the RTC unlimited electronic access to each manual and any other technical materials provided under this paragraph, as well as electronic updates to such manuals and materials as such updates are made. The Contractor shall also provide the RTC and its Service Contractor unlimited Level 2 electronic access on diagnostic tools.

SEC. 223 PARTS AVAILABILITY GUARANTEES

(a) Obligations of Contractor -- The Contractor shall provide the spare parts, software, and all equipment necessary to maintain and repair the Vehicles purchased under this Agreement for the twelve (12) year useful life of the Vehicles. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Agreement.

(b) Delivery Requirements --

(1) General Requirement -- The Contractor shall maintain, for the useful life of the Vehicles, the capability of delivering spare parts to the RTC within five (5) working Days, or according to a mutually agreed schedule, after placement of an order. The Contractor shall maintain a spare parts outlet or contract with a customs broker to expedite the customs clearance of any parts.

(2) Coach Down Requirement -- In "coach-down" situations, availability of normal wear items such as filters, v-belts, hydraulic lines, and hoses shall not exceed twenty-four (24) hours for items available from United States suppliers and forty-eight (48) hours for items available from foreign suppliers.

(c) Survival of Obligation -- The Contractor's parts availability obligations under this Section shall survive the discharge of other obligations under this Agreement, and the RTC may use any available remedy to enforce such obligations.

(d) Out of Stock Items -- If the Contractor is out of stock on any major component replacement part ordered by the RTC, the Contractor will be responsible for all freight and premium charges associated with special ordering the item to meet the maximum delivery time

specified. If delivery of the item will exceed the maximum guaranteed delivery time specified, the RTC must be notified for approval at the time of order placement. If the RTC requests delivery of times in less than the maximum allowable time, the RTC will be responsible for all freight and premium charges associated with special ordering the items.

SEC. 224 LOCAL REPRESENTATION

(a) General Duty -- The Contractor shall have competent technical personnel available to assist in any problem which the RTC might have regarding the Vehicles during the performance of the post delivery inspection and completion of all Acceptance work at no additional cost to the RTC.

(b) On Site Technical Assistance --

(1) General Requirement -- Contractor shall have a technical service engineer available for a period commencing on the delivery of the Vehicles until Acceptance of all the Vehicles.

(2) Duties -- The Contractor's representatives shall --

(A) assist in post-shipment inspection of Vehicles ;

(B) provide technical support to RTC maintenance personnel;

(C) provide on-site assistance during Vehicle Acceptance testing and

(D) provide warranty support to the RTC.

(3) Acceptance Testing -- During all Vehicle Acceptance testing at the RTC under Section 215, the Contractor shall provide field service technical support and parts, as well as expedited provisioning for any other spares required to support the Acceptance tests.

(4) Safety Defects and Fleet Defects -- In the event of safety defects or Fleet Defects, as described in Section 219(c) and (d), the Contractor shall provide technical support at the Project Site for the period needed to address the safety defect or Fleet Defect, as applicable, in a satisfactory manner.

(c) Availability During Warranty Periods -- After Acceptance of the Vehicles, competent technical personnel shall also be available during the applicable warranty period for items covered by each of the respective warranties under Section 218 (i.e., for the basic warranty, for one (1) year, for the corrosion/fatigue warranty for the structural elements, for three (3) years or 500,000 miles). Such personnel shall be available to perform inspections and RTC corrective and warranty work in accordance with the requirements of section 219, at no additional cost to

the RTC. If defects or problems arise during inspection or operations, these technical personnel shall closely monitor the work until the Vehicles are repaired or corrected and returned to service.

(d) Continuous Availability -- When availability of Contractor personnel is required under this Section, the Contractor shall assure that such personnel are physically present at the Project Site or other RTC facilities when needed.

SEC. 225 RESERVED

SEC. 226 ACCESS TO RECORDS

(a) General -- The Contractor agrees to maintain and will require Subcontractors at all tiers to maintain, complete and readily accessible records relating in whole or in part to the performance of the Work under this Agreement, including but not limited to data, documents, financial records, reports, statistics, leases, subcontracts, other third party agreements of any type, and supporting materials related to those records (Records) for the period specified in subsection (b), and further agrees that the RTC, the Secretary of Transportation, the Comptroller General of the United States, and the Federal Transit Administration (or any of their authorized representatives)(Reviewers) shall have access, at any reasonable time, to inspect, copy and audit the Records, documents, and information of the Contractor and its Subcontractors and suppliers, relating to the performance of this Agreement. Such access includes timely and reasonable access to personnel for interviews and discussions related to the Records, documents and information. This right of access shall survive the termination of this Agreement and the record retention period established in subsection (b).

(b) Duration -- The Contractor shall retain such records until all pending matters are closed or for a period of three (3) years after the date of final payment or completion of the Work under this Agreement, whichever is later. In the event of litigation or settlement of claims arising under this Agreement, Records shall be maintained until the final disposition of all such litigation, appeals or claims related thereto. Copies of Records may be substituted for originals, and the Contractor may use reliable electronic storage to meet this retention obligation. Exceptions to this three year requirement exist as stated in 2 CFR Part 200.

(c) Access to Sites of Performance and Audits -The Contractor shall permit reviewers to have access to the sites of performance of this Agreement and to make site visits in accordance with 2 CFR Part 200. The Contractor shall permit Reviewers to inspect all Work and Material and to audit information related to the award if such information is under the control of the Contractor, including the Contractor's books, records, accounts and other locations.

(d) Financial Adjustments – Appropriate financial adjustments may be made by the RTC based on any inconsistency, irregularity, discrepancy, or unsubstantiated billing revealed as a result of an audit. Financial adjustments reflecting an overcharge to the RTC may be charged against the Contractor's future invoices or if there are no such future invoices, the Contractor shall promptly refund the overcharge.

(e) Subcontractors - The Contractor shall include this clause in each subcontract and shall require Subcontractors to in turn require each lower tier subcontract to include this clause.

SEC. 227 LIQUIDATED DAMAGES

(a) Late Performance -- The Parties mutually understand and agree that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in the Contract Milestone schedule in Section 205 of this Agreement, or to meet its other time obligations under this Agreement (except for any extensions of time as provided in Section 211 or 212 of this Agreement), the RTC will be damaged thereby.

(b) Amount of Liquidated Damages -- The Contractor agrees to pay the following liquidated damages:

(1) For delay in the delivery of all Vehicles, in the amount of five hundred dollars (\$500) per Vehicle for each Day of delay, based on the delivery date for all Vehicles specified in Section 205(c) of this Agreement.

(2) For failure by the Contractor to provide parts in accordance with Section 223, in the amount of five hundred dollars (\$500) per part per Day of delay in the supply of parts.

(c) Acknowledgement by Contractor and Payment -- The Contractor agrees that (1) actual damages that would be incurred as a result of the action or inaction of the Contractor covered by this Section would be uncertain and difficult to ascertain; (2) the amounts of liquidated damages stated are reasonable in light of the anticipated or actual harm caused, the difficulties of proof of loss and the inconvenience or infeasibility of otherwise obtaining an adequate remedy; and (3) such amounts are in the nature of liquidated damages and do not constitute a penalty. The parties have established these amounts in order to fix the Contractor's potential costs and to avoid disputes regarding the amount of damages owed as a result of the Contractor's action or inaction. These amounts may be deducted from any monies due, or which may thereafter become due, to the Contractor under this Agreement or any other contract, or may be separately recovered by the RTC. If the monies due the Contractor are insufficient or no

monies are due to the Contractor, the Contractor shall pay the RTC the difference or the entire amount, as the case may be, within twenty (20) Days after receipt of a written demand by the RTC.

(d) Coverage of Payments -- If the RTC assesses and collects liquidated damages from the Contractor for a failure to fulfill a specific obligation under this Agreement covered by this Section, the RTC will not seek to recover damages from the Contractor for the same failure.

(e) Reservation of Rights – Except as provided in subsection (d), the imposition of liquidated damages under this Section shall not affect the rights of the RTC to terminate this Agreement in accordance with the termination provisions of this Agreement or to seek recovery from the Contractor for losses or damages suffered by the RTC that are not related to violations of the obligations that are the basis for liquidated damages under this Agreement.

(f) Limitations -- Liquidated damages shall be limited to a maximum of ten percent (10%) of the total Contract Price.

(g) Force Majeure -- The Contractor may be excused from liquidated damages and may be entitled to a reasonable extension of time from the RTC for delay directly caused by a Force Majeure event, if the RTC determines that the Contractor has met the conditions set forth in Section 212(a). Any delay other than one caused by a Force Majeure event, or by a Change Order initiated by the RTC which authorizes an extension of time, shall constitute a breach of contract, and the RTC may recover liquidated damages for the breach.

SEC. 228 DISPUTES

(a) General Requirement -- Any dispute arising under or related to this Agreement which is not disposed of by agreement between the RTC and the Contractor shall be decided in accordance with the provisions of this Section, provided that by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process or to litigation.

(b) Notice of Dispute -- All disputes shall be initiated through a written dispute notice submitted by either Party to the other Party within ten (10) Days after the date the dispute first arises. Within fifteen (15) Days after delivery of the dispute notice, the receiving Party shall submit a written response to the other Party. The dispute notice and written response shall include: (1) a statement of the Party's position and a summary of the arguments supporting that position; (2) any evidence supporting the Party's position; and (3) the name of the person who will represent that Party and any other person who will participate in negotiations and/or dispute resolution.

(c) Negotiation -- Following a dispute notice and response under subsection (b), the Parties shall first attempt in good faith to promptly resolve the dispute by discussion and negotiation between persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The Parties shall meet at a mutually acceptable time and place within fifteen (15) Days after delivery of the dispute response, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one Party to the other shall be honored.

(d) Second Level Review -- If the dispute is not resolved within forty (40) Days after delivery of the dispute notice, either Party may submit the dispute (together with the dispute notice, the response, and any minutes from the subsection (c) process) to a two person panel consisting of the RTC Executive Director and an individual in a comparable executive position with the Contractor. These two individuals shall meet within twenty (20) Days after the date of the submittal and shall attempt to reach a fair and equitable resolution of the dispute. If the two person panel resolves the dispute, they shall issue a written decision that shall be administratively final and conclusive. If the panel is unable to resolve the dispute, either Party may proceed to mediation under subsection (e), or both Parties may agree to proceed to arbitration under subsection (e).

(e) Mediation and Arbitration -- Any dispute which is not resolved by the Parties through the operation of the preceding provisions of this Section may be submitted by either Party to mediation and/or, if agreed to by both Parties, to arbitration in accordance with the commercial rules and procedures of the American Arbitration Association (AAA). The neutral mediator and arbitrator shall be selected in accordance with AAA procedures, and the mediation session and arbitration hearing shall be held in the Reno, Nevada area. The result of any arbitration shall be final and binding upon both Parties, subject to judicial enforcement or review in a court in the State of Nevada of competent jurisdiction and venue.

(f) Litigation -- If a dispute is not resolved by the Parties through the operation of subsection (a) – (d) and is not submitted to arbitration under subsection (e), either Party may bring a civil action on the matter in dispute in a court in the State of Nevada of competent jurisdiction and venue.

(g) Actions During Dispute Resolution -- Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under the Agreement (including those matters giving rise to the dispute) in accordance with the

direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

(h) Alternative Dispute Resolution -- If agreed to by both Parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from that specified in this Section, mediation, or fact finding.

SEC. 229 ASSIGNMENT; CHANGE IN OWNERSHIP OR CONTROL

(a) Assignment -- The Contractor may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without advance prior written notice to the RTC, and no such assignment or transfer shall have the effect of reducing or modifying the obligations owed to the RTC under this Agreement.

(b) Change in Ownership or Control -- The Contractor agrees that in the event of the sale of substantially all of the assets or stock of the Contractor, or in the event of a change in control of the beneficial ownership of the Contractor, the Contractor will require, as a binding precondition on such sale or change in control, that the acquiring entity assume full responsibility for performance of all duties and obligations under this Agreement, without reduction or modification, including delivery of the Vehicles by the dates specified herein and in accordance with all requirements of the Contract Documents.

SEC. 230 SUBCONTRACTING

(a) Responsibility for Performance -- The Contractor shall be solely responsible for the performance of all Subcontractors and the fulfillment of all requirements of this Agreement and the other Contract Documents. The RTC has privity of contract with, and will recognize, only the Contractor.

(b) Required Provisions -- The Contractor shall assure that each of its Subcontractors performs its work under the subcontract in accordance with the applicable provisions of the Technical Specifications and other Contract Documents.

(c) Contractor's Duties -- The Contractor agrees that this Section does not operate to relieve the Contractor of any duty or liability under this Agreement, nor does it create any duty or liability on the part of the RTC to any Subcontractor. The Contractor shall have sole responsibility for promptly settling any disputes between Subcontractors and between the Contractor and any Subcontractor. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the status of any disputes involving any of its Subcontractors.

(d) Prompt Payment to Subcontractors -- The Contractor shall pay its Subcontractors on a timely basis, for and on account of work performed by such Subcontractors, in accordance with the terms of the respective subcontracts and in accordance with applicable State and Federal law and regulations. The Contractor shall comply with 49 C.F.R. §26.29 which requires the Contractor to pay Subcontractors for satisfactory performance of their subcontracts not later than 30 days from the Contractor's receipt of payment by the RTC. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the current status of payments to Subcontractors, including the reasons for any non-payment.

SEC. 231 GOVERNING LAW AND CONSENT TO JURISDICTION

(a) State Law -- This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. The Contractor shall also comply with all applicable State laws and regulations and all applicable local ordinances.

(b) Federal Law -- The Contractor agrees to comply with the applicable Federal laws and regulations set forth in Appendix E to this Agreement, and those that are otherwise applicable.

(c) Contractor Affirmations and Responsibility -- The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, County, and City laws, codes, rules, and regulations, including the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all of such requirements at its sole cost and expense and without any increase in the price or timeframes specified in this Agreement due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or in the specified price.

(d) Jurisdiction -- The Contractor, by entering into the Agreement, consents and submits to the jurisdiction of the courts of the State of Nevada and of the United States, over any action at law, suit in equity, or other proceeding that may arise under or in connection with this Agreement or in the performance of the Contractor's obligations hereunder.

SEC. 232 TERMINATION FOR CONVENIENCE

(a) In General -- The performance of the Work under this Agreement may be terminated by the RTC in accordance with this Section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination,

provided not less than thirty (30) Days prior to the termination date, specifying the extent to which performance of the Work under the Agreement is terminated and the date upon which such termination becomes effective.

(b) Actions Following Notice -- Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall: (1) stop Work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination; (4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC Executive Director, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to directly settle or pay any or all claims arising out of the termination of such orders and subcontracts in accordance with the provisions in 48 CFR Part 49; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for purposes of this Section; (6) transfer title to the RTC and deliver in the manner, at the times, and to the extent directed by the RTC, the fabricated or unfabricated parts, Work in process or completed Work, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated, and the completed or partially completed plans, information, and other property which, if the Agreement had been completed, would have been required to be furnished to the RTC; (7) complete any such part of the Work that has not been terminated by the notice of termination; (8) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by such contract or paid in such other manner as the RTC may direct; and (9) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the RTC has or may acquire an interest.

(c) Applicability of FAR Principles -- Settlement of claims by the Contractor, obligations of the RTC with respect to the settlement of terminated subcontracts, and recoveries by the RTC under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

SEC. 233 TERMINATION BY MUTUAL AGREEMENT

This Agreement may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 232 or Section 234, respectively.

SEC. 234 TERMINATION FOR DEFAULT

(a) In General -- The RTC may, subject to the provisions of subsection (b) of this Section, by thirty (30) Day advance written Notice of Termination for default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If the Contractor fails to perform any of the provisions of this Agreement in accordance with its terms and the RTC is harmed (in its judgment) by such failure.

(2) If the Contractor fails to make progress in the prosecution of the Work so as to endanger the performance of this Agreement in accordance with its terms.

(3) If the Contractor fails to make delivery of the Vehicles within the time specified in this Agreement (including any extension thereof).

(b) Opportunity to Cure -- The Contractor will be given the opportunity to cure any default within a period of thirty (30) Days after notice of such default under subsection (a) (or such longer period as the RTC may authorize in writing); provided that if the Contractor cannot reasonably cure such default within such thirty (30) Day cure period, the Contractor shall, prior to the expiration of such period, notify the RTC in writing, setting forth a plan for curing such default and a schedule and time certain by which such cure will be achieved. Upon receipt of such a notice and consultation with the Contractor, the RTC may (1) authorize the Contractor to proceed with the cure in accordance with its proposed plan and schedule; (2) direct the Contractor to make modifications in its proposed plan and/or schedule; or (3) reject such plan and terminate the Agreement for default if the RTC determines, in its discretion, that the Contractor will not be able to cure such default.

(c) Re-procurement -- If this Agreement is terminated in whole or in part for default, the RTC may procure, upon such terms and in such manner as the RTC deems appropriate,

Vehicles, equipment or other Work similar (in terms of capacity and/or function) to that terminated. The Contractor shall be liable to the RTC for any excess costs for such similar procurement (the RTC undertaking all reasonable efforts to mitigate such excess costs), and shall continue the performance of this Agreement to the extent not terminated under this Section.

(d) Applicability of FAR Principles -- Except as otherwise provided, settlement of claims under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

(e) Conversion to Termination for Convenience -- If after notice of termination of this Agreement under this Section, it is determined for any reason that the Contractor was not in default under this Section or that the default was excusable under this Section, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience under Section 232, unless the Parties otherwise agree.

SEC. 235 WAIVER OF TERMS AND CONDITIONS

The failure of the RTC or the Contractor to enforce one or more of the terms of this Agreement or to exercise any of its rights or privileges hereunder, or the waiver by the RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SEC. 236 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the RTC and the Contractor.

SEC. 237 CONTRACT AMENDMENTS

This Agreement and the Appendices hereto may only be amended or modified by written agreement duly executed by the RTC and the Contractor.

SEC. 238 NOTICES UNDER AGREEMENT

(a) Written Notice -- All notices and communications required pursuant to the terms of this Agreement shall be in writing, unless an emergency situation dictates otherwise.

(b) Addresses -- Communications should be addressed as follows:

If to the RTC:

Bill Thomas, AICP
Executive Director
Regional Transportation Commission
of Washoe County
1105 Terminal Way
Reno, NV 89502
Fax: (775) 348-3218
Email: bthomas@rtcwashoe.com

If to the Contractor:

Jennifer McNeill
Vice President, Sales and Marketing
New Flyer of America, Inc.
711 Kernaghan Avenue
Winnipeg, MB
R2C 3T4

Fax: 204-224-4214

Email: Jennifer.McNeill@newflyer.com

(c) Receipt of Notice -- Communications and notices in connection with the performance of this Agreement shall be considered received at the time actually received by the addressee or designated agent. Any notices required by this Agreement shall be deemed received on: (1) the day of delivery if delivered by hand (including overnight courier service) or personal service during the receiving Party's regular business hours; (2) by facsimile with confirmation of transmission before or during the receiving Party's regular business hours; or (3) sent by United States mail, via certified mail return receipt requested to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. An original signed copy, via United States mail, shall follow fax transmissions. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Copy -- A copy of all notices and communications required by the terms of this Agreement shall be provided to the RTC's Project Director delivered in the manner specified in subsection (c).

(e) Required Notices -- In addition to notices required by the terms of this Agreement, notice is required for all matters involving possible termination actions, litigation, indemnification and disputes. Routine correspondence shall be directed to the Contractor's Project Manager and the RTC's Project Director.

SEC. 239 CONFLICT OF INTEREST

(a) In General -- An official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or Work under this Agreement shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement. No member, officer, or employee of the RTC shall, during his or her tenure and for one (1) year thereafter, have any interest in this Agreement or the proceeds hereof.

(b) Prohibited Interests -- Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of the RTC relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the RTC may immediately terminate this Agreement for default or convenience.

(c) Prohibited Commissions -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty the RTC shall have the right to terminate this Agreement without liability or in its discretion to deduct from the Contract Price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) Termination -- In the event this Agreement is terminated as provided for in this Section, the RTC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Agreement by the Contractor.

(e) Reservation of Rights -- The rights and remedies of the RTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Agreement.

SEC. 240 TAXES

The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The

Contractor shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to Work under this Agreement. The Contractor shall make any and all payroll deductions required by law. The Contractor agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

SEC. 241 DISCRIMINATION

The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if the Contractor or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Contractor in breach of this Agreement, terminate the Agreement, and designate the Contractor as non-responsible.

SEC. 242 PUBLIC RECORDS

The RTC is a public agency as defined by Nevada State law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

SEC. 243 CONFIDENTIALITY

(a) By Contractor -- All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Contractor is confidential and privileged. The Contractor shall not disclose this information, or allow it to be disclosed to any person or entity without the express prior written consent of the RTC. The Contractor shall have the right to use any such confidential information only for providing the services under this Agreement, unless the express prior, written consent to RTC is obtained. Upon request by the RTC, the Contractor shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.

(b) By RTC -- The RTC agrees to comply with the terms of any Confidentiality Agreement entered into by and between the RTC and the Contractor for this project.

(c) Exclusion -- The confidentiality requirements of this section shall not apply where: (1) the information is, at the time of disclosure by the RTC, in the public domain; (2) the information is known to the Contractor prior to obtaining it from the RTC; (3) the information is obtained by the Contractor from a third party who did not receive the information directly or indirectly from the RTC; or (4) the information is subpoenaed by court order of other legal process; provided that in such event, the Contractor shall promptly notify the RTC. The RTC, in its sole discretion, may seek to quash such demand.

(d) Survival -- The obligations of confidentiality shall survive the termination of this Agreement.

SEC. 244 MARKETING RESTRICTIONS

The Contractor may not publish or sell any information from or about this Agreement without the prior written consent of the RTC. This restriction does not apply to the use of the RTC's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Contractor or its services.

SEC. 245 RESERVED

SEC. 246 RESERVED

SEC. 247 INTELLECTUAL PROPERTY

(a) Contractor Ownership -- The Contractor shall retain ownership of (1) any patents; (2) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (3) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States, and anywhere in the world, and all other rights corresponding thereto throughout the world; and (4) any other proprietary rights (collectively, the "Intellectual Property") in or to the technology associated with the Vehicles supplied to the RTC under this Agreement.

(b) License to RTC -- The Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, non-transferable license to use the Intellectual Property for purposes of operations and maintenance of the Vehicles supplied under this Agreement and for related governmental purposes, including carrying out its obligations under its grant from FTA for the Project. The RTC agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose.

(c) Use of Information -- The RTC may disclose information relating to or generated by the Intellectual Property as follows: (1) to the Service Contractor, but only to the extent necessary to allow such party to operate and/or maintain the Vehicles , and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; (2) to the professional consultants with whom the RTC contracts to carry out activities under the Project, but only to the extent necessary to allow such parties to carry out their contractual obligations to the RTC and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; and (3) to the FTA, to the extent necessary to carry out the FTA grant agreement and the Project. The RTC further agrees that it will not allow any third party to reverse engineer the Vehicle.

(d) Warranty – The Contractor warrants that it is the owner of the Intellectual Property, that it has the right to convey and grant the license described in subsection (b), and that the RTC's use thereof as contemplated in this Section, will not infringe upon any third party's proprietary rights. The Contractor further agrees to defend and indemnify the RTC against all costs and damages arising from claims by a third party that the RTC's use of the Intellectual Property infringes upon or violates such party's rights.

(e) Developed Data and Technology – Information and data developed or collected during the Project regarding Vehicle energy consumption, emissions reduction, operating cost and performance, and related matters shall be owned by the Contractor provided that Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, nontransferable license to use such information and data, subject to any rights of FTA under the grant agreement or Federal law or regulations. Any modifications or alterations to the Contractor's Intellectual Property made by the Contractor in the performance of this Agreement shall be owned by the Contractor.

SEC. 248 ENTIRE AGREEMENT

This Agreement constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to such subject matter.

ARTICLE III -- PAYMENT TERMS AND CONDITIONS

SEC. 301 CONTRACT PAY ITEMS AND PRICES

(a) Vehicle Price -- The RTC shall pay the Contractor a total Contract Price not to exceed \$8,377,051.08 which is composed of the following pay item at the following price:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicles	six (6)	\$1,396,175.18	\$8,377,051.08

CONTRACT PRICE **\$8,377,051.08**

(b) Full Compensation – Payment for the pay item listed in this Section shall constitute full compensation to complete the Work in conformity with this Agreement and shall constitute full compensation for all transportation costs (including delivery and unloading costs, insurance costs, import duties, taxes, and fees), sales taxes, title fees, insurance and indemnification obligations, and other associated costs incurred or assumed by the Contractor in providing the Vehicles, and otherwise carrying out the Work in accordance with this Agreement and the other Contract Documents. In addition, the payment of the Contract Price includes the operations and maintenance manuals the Contractor is obligated to provide under Section 222 hereof.

(c) No Additional Compensation –The Contractor shall not be entitled to any additional compensation for restoring loss or repairing damage arising during the completion of the Work, for correcting deficiencies or defects in the Work, for the consequences of unforeseen events, or for the cost of warranty repairs, except as otherwise specifically provided in a Change Order issued by the RTC.

SEC. 302 PAYMENTS

(a) Schedule -- The RTC shall make payments to the Contractor for the Vehicles identified in Section 301(a) in accordance with the following schedule: (1) fifty percent (50%) of the Vehicle Unit Price will be paid upon delivery of each; and (2) a final payment of the remaining fifty percent (50%) of the Vehicle Unit Price will be paid upon Acceptance of each Vehicle. Payments will be subject to retainage under subsection (b) and any applicable deductions under subsection (d).

(b) Retainage and Payment Conditions -- The RTC will deduct and retain two and one-half percent (2.5%) from the payment on delivery under subsection (a)(1) and will deduct and retain two and one-half percent (2.5%) from the final payment on Acceptance of all Vehicles under subsection (a)(2). The two and one-half percent (2.5%) retainage shall be held through the standard one-year warranty period, as described in Section 304(c) hereof. The RTC has the discretion, if in its sole judgment circumstances so warrant, to release a portion of the two and one-half percent (2.5%) retention being held during the one (1) year warranty period.

(c) Audits --

(1) Authority to Audit -- The RTC (or its authorized representative) may perform audits so as not to interfere with timely processing of payment applications and invoices. If an audit indicates the Contractor has been overpaid, that overpayment will be credited against the next payment due, or remitted in full by the Contractor.

(2) Change Orders -- Payment for work under Change Orders negotiated on a cost reimbursable basis shall be subject to RTC review and audit of the Contractor's records supporting the invoice.

(3) Maintenance of Records -- The Contractor shall maintain all records relating to performance of the Work, and shall make those records available for audit, inspection, and copying, in accordance with Section 226 of this Agreement.

(d) Deductions from Payments -- In addition to the deductions provided for under subsection (b), the RTC shall deduct from each Payment the following:

(1) any liquidated damages which have accrued as of the date of the application for payment, subject to the overall limitation on liquidated damages set forth in Section 227(f);

(2) any sums expended by the RTC in performing any of the Contractor's obligations under this Agreement which the Contractor has failed to perform; and

(3) any other sums which the RTC is entitled to recover from the Contractor under the terms of this Agreement.

The failure by the RTC to deduct any of these sums from a Payment shall not constitute a waiver of the RTC's right to deduct or otherwise collect such sums.

SEC. 303 INVOICING

(a) Form and Content -- The Contractor shall submit invoices to the RTC in accordance with this Section. Each invoice shall be in the form and contain the contents set forth in Appendix F. Invoices based on delivery of the Vehicles shall be submitted within ten (10)

Days after delivery, and invoices based on Acceptance shall be submitted within fifteen (15) Days after Acceptance. Invoices shall be submitted to:

Regional Transportation Commission
Attn: Accounts Payable
1105 Terminal Way, Suite 300
Reno, NV 89502
or accountspayable@rtcwashoe.com

A copy of the original invoice shall be provided by the Contractor to the RTC's Project Director.

(b) Payment -- Within thirty (30) Days after receipt of an invoice from the Contractor, that includes the required documentation, the RTC shall pay the invoiced amount to the Contractor, less the retainage described in Section 302(b) and any deductions under Section 302(d), and subject to any withholding in accordance with subsection (c) of this Section. All payments due under this Contract in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall be made by wire or EFT, unless otherwise mutually agreed in writing, to New Flyer of America, Inc. pursuant to the following wiring instructions: Account Information: Account name - New Flyer of America, Inc.; Account number – 4753618701; Routing number – 121000248; SWIFT code – NFBIUS6S; Bank information – Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104-1207.

(c) Withholding -- If the RTC objects to the payment of an invoice (or any portion thereof) or questions the sufficiency of the vouchers or documentation submitted, the RTC may withhold payment of the portion of the invoiced amount to which it objects and pay the balance. The RTC shall promptly notify the Contractor of this withholding, and the reasons therefore, and provide the Contractor with an opportunity to correct or resolve the issue presented. Any payment that is determined, pursuant to the dispute resolution process under Section 228, to have been unreasonably withheld or denied by the RTC will bear an interest at the Prime Rate from the due date of payment.

(d) Spare Parts – The Contractor shall provide the RTC with a list and price schedule of recommended spare parts. If the RTC acquires spare parts or other equipment from the Contractor, the RTC will make payments for such spare parts and/or equipment at the unit prices itemized in the price schedule provided to the RTC, unless the parties agree to a different price. Such payment will be made within fifteen (15) Days after the delivery and acceptance of spare parts and/or equipment and receipt of a proper invoice.

(e) Special Tools – The Contractor shall provide the RTC with a list and price schedule of recommended special tools or equipment. If the RTC acquires special tools or other

equipment from the Contractor, the RTC will make payments for such special tools and/or equipment at the unit prices itemized in the price schedule provided to the RTC, unless the parties agree to a different price. Such payment will be made within fifteen (15) Days after the delivery and acceptance of special tools and/or equipment and receipt of a proper invoice.

SEC. 304 FINAL PAYMENT

(a) Payment and Release -- In the invoice for final payment under Section 302, the Contractor shall include a written release from any and all claims arising from the Work under and in connection with this Agreement. The release shall be accompanied by a certification by the Contractor that:

(1) any claims made by Subcontractors or other parties against the Contractor relating to the Work have either (A) been resolved; or (B) if not resolved (such as claims subject to pending litigation), remain fully covered by the Contractor's indemnification of the RTC under Section 220;

(2) it has no reason to believe that any party has a valid claim against the Contractor which has not been communicated in writing by the Contractor to the RTC as of the date of the certification; and

(3) all warranties and guarantees are in full force and effect. The release and certification shall survive final payment. Final payment made in accordance with this subsection will be conclusive and binding against both parties to this Agreement on all questions relating to the amount of Work done and the compensation paid therefore, except as otherwise provided in subsection (b).

(b) No Estoppel --

(1) In General -- The RTC shall not be precluded or estopped by any final payment to the Contractor:

(A) from showing at any time (either before or after the final completion and acceptance of the Work and payment therefore) the true and correct amount and character of the Work done or materials furnished by the Contractor or any person under this Agreement; or

(B) from showing at any time that any such final application of payment is untrue and incorrect, or improperly made, or that the Work and equipment and materials (or any part thereof) do not, in fact, conform to the Contract Documents.

(2) Damages -- The RTC shall not be precluded or estopped, notwithstanding any final payment to the Contractor, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply this Agreement or the other Contract Documents.

(c) Retainage -- Subject to the exercise of the RTC's discretionary right to release a portion of the retainage under Section 302(b), the two and one-half percent (2.5%) retainage shall be held by the RTC through the standard one-year warranty period set forth in Section 218. Upon expiration of such standard warranty period, the retainage will be returned to the Contractor, unless a safety defect or Fleet Defect has been declared by the RTC pursuant to Section 219. In such event, the RTC may continue to hold all or a portion of such retainage, in its discretion, until the safety defect or Fleet Defect is resolved to the RTC's satisfaction.

SEC. 305 COST OR PRICE ANALYSIS

(a) In General -- The RTC has conducted a cost or price analysis in accordance with Federal Transit Administration and/or Federal Acquisition Regulation principles to review the Contractor's cost data and evaluate the specific elements of cost, labor, and profit, in order to verify that the prices proposed by the Contractor are fair and reasonable for the equipment and services to be provided under this Agreement. The cost or price analysis shall remain on file at the RTC for the three (3) year-period beginning on the date of expiration of this Agreement. The Contractor agrees to provide cost and pricing information (including labor, materials, indirect costs, and profit) to the RTC and to otherwise cooperate fully with the RTC its performance of the cost or price analysis and in any future audit or review thereof.

(b) Additional Reviews and Audits -- The RTC may, during Vehicle production, and at such other times as it deems appropriate, conduct an additional cost review/audit for purposes of comparing the Contractor's estimates relating to direct materials, labor, and indirect costs to the actual cost incurred for those items.

SEC. 306 LACK OF FUNDS CLAUSE

The entering into and implementation of this Agreement by the RTC is subject to its receipt of funds adequate to carry out the provisions of this Agreement in full. The RTC Executive Director may cancel or reduce the Work if he or she determines that there will be a lack of adequate funding available for the Work. In such event, the Executive Director shall notify the Contractor in writing thirty (30) Days in advance of the date that such cancellation or reduction is to be effective. If the Executive Director cancels the Work under this Section, such

cancellation shall be treated as a termination for convenience under Section 232 of this Agreement.

IN WITNESS WHEREOF, the RTC and the Contractor have executed this Agreement on _____, 2024.

By: _____
BILL THOMAS, AICP
Executive Director
Regional Transportation Commission
of Washoe County, Nevada

By: _____
Jennifer McNeill
Vice President Sales and Marketing
New Flyer of America, Inc.

By: _____
Chris Stoddart
President, Transit Bus Business
New Flyer of America, Inc.

SAMPLE

APPENDIX A
TECHNICAL SPECIFICATIONS FOR VEHICLES

SAMPLE

APPENDIX B
CRITICAL PATH SCHEDULE

SAMPLE

APPENDIX C

TESTING PROCEDURES AND PROTOCOLS, INCLUDING ACCEPTANCE TESTING

SAMPLE

APPENDIX D
CHANGE ORDER REQUEST FORM

Date: _____

Change Order Number: _____

Initiated By: _____

Description:

Technical Specification Affected: _____

Feasibility of Proposed Change:

Cost Impact:

Impact to Milestones and Critical Path Schedule:

CONCURRENCE

ACCEPTANCE

RTC Project Manager

Signature of Authorized
Representative of Contractor

RTC Chief Financial Officer

APPENDIX E

APPLICABLE FEDERAL REQUIREMENTS

SAMPLE

APPENDIX E APPLICABLE FEDERAL REQUIREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this Agreement, and any other prior or subsequent amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the Regional Transportation Commission of Washoe County (RTC), and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this Agreement must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this Agreement are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

1. BUY AMERICA REQUIREMENTS [49 U.S.C. 5323(j); 49 C.F.R. part 661]

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. 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 C.F.R. 661.11.

The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

2. FLY AMERICA REQUIREMENT [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, "international air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller

General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

3. CARGO PREFERENCE [46 U.S.C. § 55305; 46 C.F.R. part 381]

If the Contractor uses Federal Funds to purchase any capital items from foreign sources under the Agreement, the Contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (a) above to the RTC (through the Contractor in case of a subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

(c) To include these requirements in all subcontracts issued pursuant to the Agreement which may involve the transport of equipment, material, or commodities by ocean vessel.

4. ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with 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.).

5. 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 Environmental Protection Agency (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.

6. BUS TESTING [49 U.S.C. § 5318(e); 49 C.F.R. part 665]

- (1) Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the RTC, and shall comply with the following obligations: a manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the RTC at a point in the procurement process specified by the RTC which will be prior to the RTC's final acceptance of the first vehicle.
- (2) a manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public;
- (3) if the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the RTC prior to the RTC's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing; and
- (4) if the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- (5) The manufacturer shall complete the attached certification.

7. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Contractor agrees to comply with 49 U.S.C. § 5323(m) and Federal Transit Administration's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related Federal Transit Administration guidance.

8. 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.

9. 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 this 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 this 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 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 this 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.

10. 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 FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

11. CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200,

(a) **Appendix II (G)]**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.

12. 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.

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. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the RTC, Contractor, or any other party (whether or not a part to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS [49 U.S.C. § 5323(I) (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 this Agreement. Upon execution of the underlying 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 underlying Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [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.

17. PRIVACY ACT

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. CIVIL RIGHTS 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.

19. INCORPORATION OF FTATERMS

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 in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause RTC to be in violation of the FTA terms and conditions.

20. DISADVANTAGED BUSINESS ENTERPRISE

(a) Each transit vehicle manufacturer, as a condition of being authorized to enter into a contract for FTA assisted transit vehicles, must certify that it has complied with the requirements of 49 C.F.R. § 26.49 and complete the attached certification.

(b) A transit vehicle manufacturer must establish and submit for FTA's approval an annual overall percentage goal. In setting this overall goal, the manufacturer should be guided, to the extent applicable, by the principles underlying 49 C.F.R. § 26.45. The base from which the

manufacturer calculates this goal is the amount of FTA financial assistance included in transit vehicle contracts the manufacturer will perform during the fiscal year in question. The manufacturer must exclude from this base funds attributable to work performed outside the United States and its territories, possessions, and commonwealths. The requirements and procedures of this part with respect to submission and approval of overall goals apply to the manufacturer as they do to recipients.

(c) A transit vehicle manufacturer may make the certification required by this section if the manufacturer has submitted the goal this section requires and FTA has approved it or not disapproved it.

(d) The RTC may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the procedures of this section.

21. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 26;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F; and

9. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

22. VEHICLE PRODUCTION MONITORING AND INSPECTION SERVICE

As a condition of satisfactory contract performance, the Contractor shall cooperate with the RTC in compliance with the requirement found in 49 C.F.R. Part 663 ("Pre-Award and Post-Delivery Audits of Rolling Stock Purchases") that production monitoring and inspection of the vehicles take place during their production. The regulation requires that a resident inspector be at the site of the manufacture of the vehicles throughout their construction, and that corresponding reports be prepared by the inspector for the RTC.

The Contractor shall cooperate with the resident inspector hired by the RTC. Cooperation shall include, but not be limited to, allowing the inspector access to all production facilities during normal production days and hours, access to all production personnel, access to all records directly related to production of the vehicles, answering questions related to vehicle production from the inspector, supplying the inspector with copies of all production-related documents requested by the inspector, and in general cooperating with any production-related information requests made by the inspector.

In the event of unresolved disputes between the manufacturer and the inspector, the manufacturer shall contact the RTC seeking a resolution.

Failure by the inspector to complete his or her performance because of the manufacturer's failure to satisfactorily cooperate with the inspector shall be cause for failure of specific performance by the manufacturer.

23. 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.

24. 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.

25. 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.

26. FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

BUS TESTING CERTIFICATION

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned Contractor/Manufacturer certifies that the vehicle complies or will comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. Part 31.

In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 C.F.R. Part 29.

Date _____

Signature _____

Company Name New Flyer of America, Inc.

Title Jennifer McNeill, Vice President, Sales & Marketing

SAMPLE

CERTIFICATION REGARDING FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Contractor certifies that it shall submit either: (1) manufacturer's FMVSS self-certification information that the Vehicle complies with relevant FMVSS standards or; (2) manufacturer's certified statement that the contracted Vehicles will not be subject to FMVSS regulations.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Jennifer McNeill, Vice President, Sales & Marketing

Date:

SAMPLE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, New Flyer of America, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Jennifer McNeill, Vice President, Sales & Marketing

Date _____

SAMPLE

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Contractor is required to verify that neither the Contractor, its principals (as defined in 49 C.F.R. 29.995) nor its affiliates (as defined in 49 C.F.R. 29.905) are excluded or disqualified as defined in 49 C.F.R. 29.940 and 29.945.

The Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. Part 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the RTC. If it is later determined that the proposer 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. The proposer agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signed:

_____ Date: _____
Signature of Contractor's Authorized Official

Jennifer McNeill, Vice President, Sales & Marketing

Name and Title of Authorized Official

DBE STATEMENT AND CERTIFICATION

As a condition of being authorized to participate in transit vehicle procurements in which Federal Transit Administration (FTA) funds are used, each transit vehicle manufacturer, including chassis manufacturers, and all subsequent manufacturers involved in the completion of transit vehicles must certify that it has submitted for the FTA Administrator's approval an annual percentage Disadvantaged Business Enterprise (DBE) goal in compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c).

The Federal Transit Administration, Office of Civil Rights, will act as a resource to verify the status of each manufacturer.

CERTIFICATION

Compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c) is hereby certified:

Jennifer McNeill
(Typed Name of Contractor Representative)

New Flyer of America, Inc.
(Typed Name of Firm)

6200 Glenn Carlson Drive, St. Cloud, MN 56301
(Typed Street Address)

(Signature of Contractor)

St. Cloud, MN 56301
(Typed City, State & Zip Code)

204-250-3139
(Telephone Number of Contractor)

(Date)

BUY AMERICA CERTIFICATION

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR part 661.11.

Date _____

Signature _____

Company Name New Flyer of America, Inc.

Name Jennifer McNeill

Title Vice President, Sales & Marketing

Certificate of Non-Compliance with Buy America Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name New Flyer of America, Inc.

Name Jennifer McNeill

Title Vice President, Sales & Marketing

APPENDIX F
INVOICE FORM

Regional Transportation Commission
ATTN: Accounts Payable
1105 Terminal Way, Suite 300
Reno, Nevada 89502
or accounts payable@rtcwashoe.com

Invoice Date: _____ Invoice Number: _____

Payment Number: _____

Description:

Invoice Amount: _____

Less Applicable Retention: _____

Total Due on This Invoice: _____

Original Contract Amount: _____

Change Orders: _____

Total Contract Amount: _____

Total Amount Invoiced to Date (including this invoice): _____

Balance Due on Total Contract Amount: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.5.1

To: Regional Transportation Commission

From: Adam Spear, General Counsel

SUBJECT: Legal Services Agreement with Anderson Keuscher PLLC

RECOMMENDED ACTION

Approve a contract with Anderson Keuscher PLLC, for specialized legal services.

BACKGROUND AND DISCUSSION

RTC contracts with a number of different law firms and attorneys to provide legal services on an as-needed basis. As the need for legal services arises, the General Counsel works with staff to assign work to the appropriate attorneys. Attorneys are only paid for work that is assigned and performed.

Dane Anderson has represented the RTC for close to 15 years. Mr. Anderson was formerly a partner at Woodburn & Wedge. He has now joined Anderson Keuscher. He specializes in, among other areas, eminent domain litigation and general civil litigation. His familiarity with RTC and the challenges it faces as a regional transportation commission makes him uniquely qualified to represent RTC in litigation matters. He has a proven ability to work well with this organization and provide excellent client representation. Under this contract, Mr. Anderson would continue to provide specialized legal services to RTC at his new firm. The rates are competitive for these types of services and in line with the other firms and attorneys that represent RTC.

The General Counsel will continue to work with the Executive Director to evaluate RTC's legal resources and recommend additional contracts for legal services as needed.

FISCAL IMPACT

Funding for legal services is included annually in the RTC Board approved budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

AGREEMENT FOR LEGAL SERVICES

This agreement (the "Agreement") is dated and effective as of February 16, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC"), and Anderson Keuscher PLLC ("Firm").

WITNESSETH:

WHEREAS, RTC desires to retain the Firm to perform specialized legal services pertaining to assigned litigation and transactional matters; and

WHEREAS, the Firm represents it has the technical expertise and experience to perform said legal services for RTC; and

NOW, THEREFORE, RTC and the Firm, in consideration of the mutual covenants contained herein and other good and other valuable consideration do agree as follows:

A. SCOPE OF SERVICES

The Firm agrees to provide the legal services set forth in Exhibit A.

B. TERM

The initial term of this Agreement shall be from the date first stated above through June 30, 2025, unless sooner terminated. Thereafter, this Agreement shall automatically renew for successive one year terms unless, at least 90 days before the end of the prior term, the RTC or the Firm notifies the other that the notifying party does not intend to extend the term of this Agreement pursuant to this subsection.

C. PAYMENTS TO FIRM

1. Compensation

RTC shall pay the Firm in accordance with the "Fee Schedule and Costs" attached as Exhibit B.

2. Invoices and Time of Payment

Invoices shall be submitted and payments made in the following manner:

a) Fees and costs shall be presented with a reasonable explanation as to what work was performed and the time to do that work. The invoice, together with documents to support direct costs (if requested by RTC) may be submitted to RTC on or before the 15th of each month following the month in which services were performed.

b) Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

c) The Firm shall maintain complete records supporting every request for payment which may become due. RTC shall have the right to receive and copy said records.

D. OTHER PROVISIONS

1. Time is of the Essence

It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by mutual consent for such additional periods as the parties may approve. No extension of time shall be valid unless reduced to writing and signed by the authorized representative of each party.

2. Non-Transferability

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

3. Hold Harmless

The Firm agrees to save and hold harmless and fully indemnify RTC and all its employees or agents from and against all suits, claims, and demands, including attorney's fees, based upon any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the Firm or any of its servants, employees, or agents in providing the services required by this Agreement.

4. Insurance

The Firm shall, at its own expense, maintain in effect at all times during the performance of this Agreement, at least the following coverage and limits of insurance which shall be maintained with insurers and under forms and policies reasonably satisfactory to RTC: Professional Liability, \$1,000,000 per claim; \$1,000,000 in aggregate.

5. Relationship of Parties

The Firm is an independent contractor to RTC under this Agreement. The Firm is 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 conflict with services being provided by the Firm to RTC and confidentiality is maintained.

6. E-mail Communication

RTC consents to and allows the Firm, and any attorneys or employees of the Firm, to initiate communications with RTC and its employees via e-mail and to respond to e-mail communications from RTC and its employees via e-mail. The foregoing consent extends to the initiation of electronic communications with, and the electronic response to communications from such others as the Firm deems necessary or appropriate in the performance of services hereunder. Consent includes the attachment of electronic copies of RTC documents to any electronic communications. The Firm will exercise extraordinary care to ensure it restricts its communications to the intended recipient and that confidentiality is maintained.

7. Termination and Withdrawal

RTC may terminate this Agreement, in whole or in part, at any time by written notice to the Firm when it is in RTC's best interests. The Firm shall be paid for costs incurred and work performed up to the time of termination. If the Firm has any property in its possession belonging to RTC, the Firm will account for the same, and dispose of it in the manner RTC directs.

The Firm reserves the right to withdraw from representation of RTC with the client's consent or for any reason consistent with the Nevada Supreme Court's rules of professional responsibility. This may include (without limitation) the failure to honor the terms of this Agreement, the failure to pay undisputed amounts billed in a timely manner, the failure to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance that would reasonably impair an effective attorney-client relationship or which would render the Firm's continuing representation unlawful or unethical. The Firm will be entitled to be paid for services rendered and direct costs made or incurred on RTC's behalf prior to the date of withdrawal.

8. Notices

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

TO RTC: Executive Director
 Regional Transportation Commission of Washoe County
 1105 Terminal Way
 Reno, NV 89502

TO FIRM: Dane Anderson
Anderson Keuscher PLLC
905 Plumas Street
Reno, NV 89509

The person to be served and the address shown above may be changed at any time by notice to the other party. Service shall be completed upon personal delivery or three (3) days following the time the notice is deposited by registered or certified mail.

9. Governing Law; Jurisdiction

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and the parties hereto submit to the exclusive jurisdiction of the Justice and/or District Courts of the State of Nevada.

10. Severability

To the extent that any term or provision of this Agreement or the application thereof to any circumstance shall be deemed to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement. The parties agree that a suitable and equitable term or provision shall be substituted therefore to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.

11. Entire 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.

12. Amendments

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

13. Regulatory Compliance

The Firm agrees to comply with all federal, state and local government laws, regulations and ordinances in the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP
Executive Director

ANDERSON KEUSCHER PLLC

By: _____
Dane Anderson, Attorney

EXHIBIT A

Scope of Services

1. Advise on, and represent RTC in, eminent domain and real property related litigation and transactional matters related to public works construction projects.
2. Advise on, and represent RTC in, other general civil litigation matters.
3. Advise on, and represent RTC in, other specialized legal matters as requested by RTC's General Counsel or Executive Director and agreed to by the Firm.

EXHIBIT B

Fee Schedule and Costs

<u>Attorneys</u>	<u>Rate/Hour</u>
Dane Anderson	\$350
Other Attorneys	\$275

COSTS: Monthly billings will include reimbursement for reasonable costs incurred by the Firm in the performance of services under this Agreement. Such costs include, but are not limited to, litigation costs and court costs; copying charges; express mail; and similar expenses.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.5.2

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

SUBJECT: Personnel Rules Amendment

RECOMMENDED ACTION

Approve modification to RTC Personnel Rule 10.16 regarding the employee wellness benefit.

BACKGROUND AND DISCUSSION

Currently, Personnel Rule 10.16 authorizes the agency to pre-pay the cost of gym membership for employees, with the employee paying the loan back via payroll deduction. However, the nominal amount historically provided by the agency (\$300) does not cover the yearly cost of most gym memberships, and the language regarding employees signing a promissory note is outdated. As such, it is preferable to continue to provide an annual amount for employees to use toward health and fitness expenses, with no payback and no promissory note. The language of Personnel Rule 10.16 has been updated to reflect this.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

10.14 Computer Purchase Program

Interest free loan of \$1,500 for the purchase of a home computer and/or software. The loan must be pre-approved and meet the established guidelines. The loan will be repaid by payroll deductions. The maximum repayment period is two years (52 pay periods). To participate in the program, the employee must be employed by the RTC at least one year and agree to all terms and conditions. Employees will also be required to execute a promissory note for the loan amount and to authorize payroll deductions for payments. Should the employee terminate employment with the RTC prior to full repayment of the loan, the employee agrees to pay the balance of the payments either through deductions from the final paycheck or through an additional final payment.

10.15 Health Fair

Employees may participate in any annual employee Health Fair.

10.16 Employee Wellness ~~Program~~ Benefit

~~Employees who wish to join a local health club may arrange for the RTC to pre-pay the annual fee, with employee reimbursement made through payroll deductions. Employees participating in this program must sign a promissory note. The Executive Director may designate a yearly amount to be provided, on a post-tax basis, to employees who wish to join or continue membership in a gym or purchase health and fitness equipment for personal use. All employees who opt into the program must sign a certification that they will utilize the yearly benefit for health and wellness expenses only.~~

10.17 RIDE Bus Pass

Employees may use their RTC Identification Card to ride on any RIDE Bus without cost.

10.18 Service Awards

Eligible employees having 5, 10, 15, 20, 25, or 30 years of service will receive a recognition gift consistent with their years of service. The following amounts are provided based upon number of years of service to the RTC:

- 5 Years of Service: \$75
- 10 Years of Service: \$150
- 15 Years of Service: \$300
- 20 Years of Service: \$500
- 25 Years of Service: \$900
- 30 Years of Service: \$1,300



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.5.3

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

SUBJECT: Classification and Compensation Study

RECOMMENDED ACTION

Approve a contract with Simmons Group to conduct a classification and compensation study for the agency, in an amount not-to-exceed \$182,000.

BACKGROUND AND DISCUSSION

The Regional Transportation Commission has not formally evaluated its job classification structure and compensation plan since 2014. This contract will entail an agency-wide, comprehensive study of jobs, positions, job classifications and compensation structure, including fringe benefits and performance pay. Upon completion of the study, the consultant will report out feedback regarding the current structure and pay, with recommendations for the agency's job classification process and any changes recommended to the compensation and fringe benefits offered.

FISCAL IMPACT

Appropriations are available in the FY 2024 budget for this item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

AGREEMENT FOR GOODS AND SERVICES

RTC EMPLOYEE CLASSIFICATION, COMPENSATION AND FRINGE BENEFIT STUDY

This agreement (“Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Simmons Group (“Contractor”).

1. Term. The term of this agreement shall commence on the effective date above and shall end on June 30, 2024, unless terminated at an earlier date or extended to a later date, pursuant to the provisions herein..

Scope of Work. Contractor shall provide the goods and services described in the scope of work attached as Exhibit A.

2. Time for Performance. The work shall be completed pursuant to the schedule of tasks and deliverables attached as Exhibit A by June 30, 2024, at the latest.

3. 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 A. Travel costs for Contractor’s employees shall be paid at GSA rates and shall not exceed \$6,000 per employee. In no case shall Contractor be compensated in excess of the following not-to-exceed amounts:

Total services of classification and compensation study:	\$170,000
Travel expenses:	\$ 12,000

4. Proceeding with Work. Contractor shall not proceed with work until both parties have executed this Agreement, Contractor has provided proof of insurance and Nevada business license, 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.

5. Invoices/Payment. Contractor shall submit invoices to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

6. 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.

7. Insurance. Contractor shall obtain all types and amounts of insurance set forth in Exhibit B, 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.

8. Indemnification. Contractor's obligations are set forth in Exhibit B. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Exclusive Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior verbal or written statements or agreements between the parties.

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

16. 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.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

18. 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.

19. 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.

20. Certification Required by Nevada Senate Bill 27 (2017). Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel

for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

BY: _____
Ed Lawson, Chair, RTC Board of
Commissioners

SIMMONS GROUP

BY: _____
Ann Simmons, CEO

EXHIBIT A



Building Communication | Empowering Leaders | Creating Solutions Together

RTC Washoe County

Compensation Study Agreement

Presented to:

Laura Freed
Director of Administration Services
RTC Washoe County

Via email: lfreed@rtcwashoe.com

November 28, 2023

Presented by:

Ann Simmons Nicholson
President & CEO

6841 S. EASTERN AVE SUITE 103 LAS VEGAS NV 89119

WWW.SIMMONS-GROUP.COM

About Simmons Group and Its Partners:

The Simmons Group (SG) is a full-service strategic planning, human resources, training, talent management, and organizational development company with solutions designed to assist organizations and professionals achieve their highest level of success. Our team of dedicated trainers, coaches, mentors, and human resource experts will work with you to find, design, and execute solutions no matter how big or small the need.

Headquartered in Las Vegas, we work with both domestic and international clients of all sizes across a wide range of industries. Our desire to build continuing relationships with every client ensures that the personal attention provided by Simmons Group doesn't end when our engagement is complete.

Ann Simmons Nicholson - Nicholson has over forty years of Organizational Development, Strategic Planning, Human Resources, Operations and Training experience. Her work has included a broad range of technical functions such as human resources, employee training and development, management and supervisory training, executive coaching, strategic planning, public speaking and communications. Simmons is recognized as a professional who has the unique ability to develop partnerships with clients to obtain maximum results for individuals and the organization.

Skye Skinner - Skinner has more than a decade of experience in Human Resources leadership roles, specializing in organizational development, strategic planning, acquisition and conversion, leadership development, workplace investigations and legal compliance. Skinner has a demonstrated history and passion for developing high-performance teams and is known by colleagues to be a decisive leader whose ability to collaborate and build credibility helps fuel her success. Skinner's focus on fostering a positive and inclusive working environment helps her build positive relationships with board members, executive and managerial leadership, and front-line employees.

Brittney Winters - Winters has a decade of HR experience specializing in human resources operations, culture building, organizational development, recruitment, retention, and compensation and benefits. Her HR knowledge and adaptability to the situational needs of an organization allows her to have significant impact on clients by focusing on their specific challenges and identifying sustainable solutions. Winters has the ability to accurately process and utilize large volumes of HR and training data to convey information in a meaningful way.

Brenna Rowe

Rowe is an accomplished human resources executive with 18 years of experience delivering exceptional HR service across a diverse range of functions and to a broad spectrum of organizations. Specific proficiencies include benefits administration, employee relations, recruiting, HRIS/payroll, training, investigations and labor management & negotiations. Rowe has developed her skills in a variety of industries. She began her HR career in Human Resources in the construction industry. She then served as an Employee Relations Specialist at a University. Since then, Rowe has taken on increasingly responsible roles in local government HR departments, most recently as the Director of Human Resources. Ms. Rowe has also worked in the BPO industry and enjoys building relationships for client success.

Additional information about Simmons Group, its Partners, and other team members please visit www.simmons-group.com.

Scope of Work

Simmons Group will conduct a compensation and classification study for RTC Washoe County. The purpose of evaluating both the classification and compensation systems at the RTC is to address the following key objectives.

- Attract and retain qualified employees by ensuring the agency’s compensation and benefit structure is competitive in the local and regional market.
- Pay salaries in proportion with assigned duties.
- Accurately group job classes with similarly complex duties and responsibilities.
- Provide benefits commensurate with comparable government agencies.
- Provide justifiable pay differential between job classes.
- Ensure that growth opportunities are clearly defined for employees.
- Provide recommendations for RTC to better align its compensation system with public and private sector best practices, particularly with regard to the transportation industry.
- Provide recommendations on a system to supplant the current Pay for Performance calculation used by the RTC.

The Compensation and Classification project will include the following tasks.

A. - PROJECT PLAN AND PROJECT ORENTATION TASKS

Simmons Group will:

1. Provide a project schedule to the Director of Administrative Services no later than 15 days from the date the RTC Board approves SG as the consultant.
2. Coordinate a frequency of reporting to keep the Director of Administrative Services and other agreed to stakeholders apprised of the Class and Comp Study progress.
3. Detail the communications plan for RTC employees to clarify expectations of the process and the outcomes, survey instruments and desk audit interview processes, as well as employees’ roles and tasks. Client to approve all processes in a timely manner to ensure timelines can be met.
4. Provide, either through current resources and/or partner with a third party that has additional resources to identify published and unpublished compensation survey sources (both public sector agencies and private sector firms) as well as primary sources of job information to be utilized by the consultant in performing the study.
5. Identify relevant labor markets to be used by consultant in performing the study, to be approved by RTC.
6. Complete the Study in no more than four (4) months (120 days) from start to finish, with active participation from RTC leadership and employees; include a “Board-ready” comprehensive, business literate, compelling report that clearly summarizes the rationale, approach, and findings, and that results in Board adoption of the report.

5 days @ \$3,000 /day
 Returning Client Discount Laura Freed \$2,000/ day \$10,000

B. - CLASSIFICATION TASKS

Simmons Group will:

1. Develop comprehensive and easily understandable position questionnaires.

2. Conduct Desk Audits of every position in the agency.
3. Conduct structured, one-on-one reviews of job content with supervisors and/or directors.
4. Evaluate FLSA status for each job.
5. Revise all current job descriptions as necessary with updated: Distinguishing Characteristics; Essential Job Functions; Knowledge, Skills, and Abilities; Minimum and Preferred Qualifications; Experience and Training; Working Conditions (physical demands, work environment); and Certifications and Licenses.
6. Create new job descriptions where needed and revise job titles if needed. Descriptions must be consistent with FLSA, EEO, ADA and any other pertinent federal or state legislation and contain all the job description elements listed in item 5 in this section.
7. Clearly distinguish between jobs and positions and identify job families.
8. Identify recommended career promotional paths for each job family.
9. Provide recommendations on staff alignments, reporting relationships, and organizational structure as appropriate.
10. Recommend a process whereby employees may appeal classification issues.
11. Conduct a staffing level analysis of each department based on position assessments, classification, and compensation analysis, and other studies that the bidder's firm has performed on similar government agencies.
12. Provide recommendations on broadening the pool of potential candidates for open positions.

35 days @ \$3,000 /day

Returning Client Discount Laura Freed \$2,000/ day \$70,000

C. COMPENSATION TASKS

Simmons Group will:

1. Review the wage and grade pay plan for both Exempt and Non-Exempt positions and recommend modifications based upon results of completing the tasks listed in Classification Tasks above and objectives listed in SOW.
2. Conduct a comprehensive base salary and benefits survey, including benchmarking local market public sector jobs with the same essential duties and functions.
3. Recommend an appropriate salary range for each position in the RTC based upon the results of the CLASSIFICATION plan tasks listed above, internal relationships, and equity.
4. Conduct the compensation study based upon a 50th percentile compensation strategy.
5. Identify potential pay compaction issues and suggest solutions.
6. Recommend a process by which employees may appeal compensation issues.
7. Develop a system methodology for adding new positions to the organization that helps determine the value of each position in relation to the existing positions and relevant market factors.
8. Evaluate total compensation (Total Rewards) model against local and national markets for comparable employers.
9. Recommend changes to Total Rewards package, including health insurance coverage dates and plan design options.

10. Recommend alternatives to the RTC's current Pay for Performance structure that provide financial incentive for employees to demonstrate superior performance.

35 days @ \$3,000 /day
Returning Client Discount Laura Freed \$2,000/ day \$70,000

D. STUDY CONCLUSION

1. Analyze and present the fiscal impact of the Study recommendations to directors.
2. Provide a written report containing findings and recommendations, including the techniques, methods and data sets, where permitted, used to develop the RTC's Compensation and Classification plan.
3. Provide information to allow RTC staff to conduct individual salary audits, using recommended methods, until the next formal Comp and Class study.
4. May present findings to RTC Board of Commissioners.
5. May present findings to RTC staff.

10 days @ \$3,000 /day
Returning Client Discount Laura Freed \$2,000/ day \$20,000

Maximum Financial Investment Not to Exceed \$170,000
Not including travel costs.

Other Expenses – Team travel expenses, to include coach airfare for North America flights, individual hotel accommodations, rental cars, rideshare or other appropriate transportation, meals, parking, tolls and other customary travel expenses, printing, supplies or additional reasonable approved expenses for the will be billed to RTC Washoe County at actual cost as they arise.

Payment Schedule – RTC Washoe County will be billed a deposit of \$20,000 for the first 10 days of work upon execution of this agreement. After the initial 10 days have been exhausted, client will be billed weekly for hours used. Client will only be billed for time used. Terms are net, 30.

Independent Contractor Status: The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relations, or joint venture between the parties hereto. Simmons will be responsible for all employment taxes and employment issues with consultants and will indemnify and hold RTC Washoe County harmless from any employment related claims by Simmons' employees.

Assignment and Subcontracting: Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party.

Governing Law / Jurisdiction / Fees: This Agreement will be governed by the laws of the State of Nevada, without application of choice of law principals. Any action shall be brought exclusively in the state or federal courts in the State of Nevada and both parties' consent to the exclusive jurisdiction of such courts. The prevailing party in any such action will be entitled to reasonable attorney's fees and court costs.

Non-solicitation Agreement: RTC Washoe County agrees that upon entering into this contract, and for a period of not less than one (1) year following execution of this Agreement by RTC Washoe County, they will refrain from making offers, enticements and/or inducements to cause employees,

partners or contractors of the Simmons Group to leave the employ of Simmons Group and enter into an employment relationship with RTC Washoe County and/or any subsidiary of RTC Washoe County.

Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

Bill Thomas – Executive Director
RTC Washoe County

Date

Ann Simmons Nicholson - CEO
Simmons Group

Date

VENDOR TRAVEL EXPENSE REPORT - EXHIBIT A

Purpose of Travel: conduct in person desk audit interviews with RTC staff
 Reimbursement Address: all travel reimbursement requests must be sent to
 Contractor Name:

Time Period	
From	To

Date of Travel	Purpose/Description	Air									Daily Total
		Transportation	Transportation	Lodging	Meals/B	Meals/L	Meals/D	Incidentals	Daily Total		
3/4/2024	Las Vegas to Reno to RTC offices for in-person interviews/desk audits	\$ 159.00	\$ 50.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 403.00	
3/5/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
3/6/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
3/7/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
3/8/2024	return to Las Vegas	\$ 201.00	\$ 50.00	\$ 16.00	\$ 17.00	\$	\$	\$ 5.00	\$	\$ 289.00	
3/11/2024	Las Vegas to Reno to RTC offices	\$ 191.00	\$ 50.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 435.00	
3/12/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
3/13/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
3/14/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
3/15/2024	return to Las Vegas	\$ 219.00	\$ 50.00	\$ 16.00	\$ 17.00	\$	\$	\$ 5.00	\$	\$ 307.00	
3/25/2024	Las Vegas to Reno to RTC offices	\$ 191.00	\$ 50.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 435.00	
3/26/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
3/27/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
3/28/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
3/29/2024	return to Las Vegas	\$ 221.00	\$ 50.00	\$ 16.00	\$ 17.00	\$	\$	\$ 5.00	\$	\$ 309.00	
4/1/2024	Las Vegas to Reno to RTC offices	\$ 191.00	\$ 50.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 435.00	
4/2/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
4/3/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
4/4/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$	\$ 209.00	
4/5/2024	return to Las Vegas	\$ 238.00	\$ 50.00	\$ 16.00	\$ 17.00	\$	\$	\$ 5.00	\$	\$ 326.00	
		\$ 1,611.00	\$ 580.00	\$ 2,000.00	\$ 320.00	\$ 340.00	\$ 496.00	\$ 100.00	\$		

Don't forget to attach receipts

TOTAL EXPENSES : \$ 5,447.00

Contractor Signature		Date	
RTC Project Manager Signature		Date	

EXHIBIT B

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees to defend, save and hold harmless and fully indemnify RTC, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any breach of duty, neglect, error, misstatement, misleading statement or omission committed in the conduct of CONSULTANT'S profession, work or services rendered by (i) CONSULTANT, its employees, agents, officers, or directors, (ii) subconsultants (hereafter, "Subs"), or (iii) anyone else for which CONSULTANT may be legally responsible; and
- B. The negligent acts of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONSULTANT.

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

If the Indemnitees are involved in defending actions, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE


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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If

any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance. 

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

E. If CONSULTANT’S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

~~11. COMMERCIAL AUTOMOBILE LIABILITY~~

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

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

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

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

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

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

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

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

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

~~**13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**~~



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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 4.5.4

To: Regional Transportation Commission

From: Bill Thomas, AICP, Executive Director

SUBJECT: Quarterly RTC Agency Goals and Strategic Roadmap Report

RECOMMENDED ACTION

Acknowledge receipt of a report regarding quarterly progress on RTC Agency Goals and Strategic Roadmap - FY 2024 (Q2).

BACKGROUND AND DISCUSSION

The RTC Strategic Roadmap outlines workplans for staff to accomplish the Board's direction. These workplans include detailed outcomes, champions, approaches, objectives, and measures of success for all goals. The Board also sets performance goals for the Agency on an annual basis. These goals are aligned with the Strategic Roadmap and reflect the Board's priorities for the Agency. When rating the Agency's performance annually, the Board is presented with a summary of the status of the agency goals and accomplishments. When approving the most recent Strategic Roadmap and Agency Goals (FY24), the Board requested quarterly status updates on both items. This is the next requested quarterly update and includes the status of RTC Agency Goals and Strategic Roadmap for FY 2024 (Q2).

FISCAL IMPACT

Funding for this item is included in the approved FY 2024 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

11/17/2023 Acknowledged receipt of a report regarding quarterly progress on RTC Agency Goals and Strategic Roadmap - FY 2024 (Q1).



Regional Transportation Commission

FY24 Roadmap

Through Milestones

As of December 31, 2023

Plan Overview

Mission Statement

Building a better community through quality transportation.

Core Values

Respect

Respect is demonstrated through our work as subject matter experts, by actively listening and effectively communicating with others, and interacting ethically.

Trust

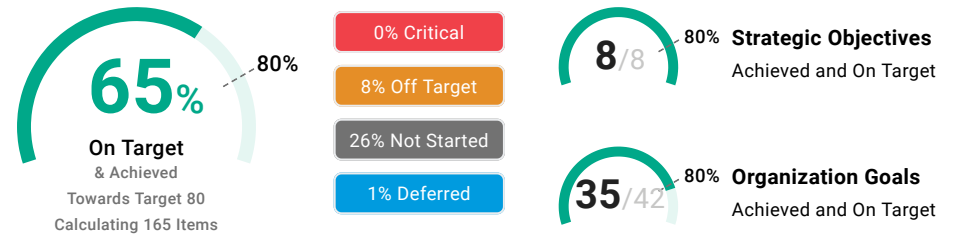
Trust is shown through accountability in our tasks, acting with integrity, and being responsive to stakeholders.

Commitment

Commitment is illustrated by exceeding expectations, being collaborative, and keeping public service at the forefront of our actions.

Vision Statement

Strategic Objectives



- 1 Valued Public Transportation** On Target
Expand access and reach for all transit riders.
- 2 Enhance RTC's Role in Anticipating and...** On Target
Successfully continue delivering high-impact projects.
- 3 Improve Our Community's Network Experience** On Target
Focus on transportation decision-making, development impacts, and the future of our community.
- 4 Financial and Organizational Stewardship** On Target
Proactively plan for future funding needs.
- 5 Engineering Department Priorities** On Target
- 6 Planning Department Priorities** On Target
- 7 Public Transportation Department Priorities** On Target
- 8 Executive Priorities** On Target

Detailed Performance

1

Valued Public Transportation Expand access and reach for all transit riders.

Organization Goal	Milestone
<p>On Target Inclusive: Enhance mobility for all residents of Washoe County. (1.1) Owner: Jim Gee, (07/01/23 - 06/30/24)</p>	<p>7.67% KPI: Increase in passenger miles (RIDE). (1.1.1) of 1% Owner: Jim Gee, (07/01/23 - 06/30/24) Latest Comment: Measured by percent change month 2022 to month 2023. (Amber Bowsmith, 02/06/24)</p> <p>17.8k KPI: Increase in jobs accessible with transit. (1.1.2) of 17.8k Owner: Jim Gee, (07/01/23 - 06/30/24)</p> <p>121.3k KPI: Increase in population with transit. (1.1.3) of 121k Owner: Jim Gee, (07/01/23 - 06/30/24)</p>
<p>On Target Focused: Ensure that service is safe, reliable, comfortable, and customer focused. (1.2) Owner: Jim Gee, (07/01/23 - 06/30/24)</p>	<p>88.5% KPI: On-time performance (RIDE). (1.2.1) of 85% Owner: Jim Gee, (07/01/23 - 06/30/24)</p> <p>91.4% KPI: On-time performance (FlexRIDE). (1.2.2) of 85% Owner: Jim Gee, (07/01/23 - 06/30/24)</p> <p>85.6% KPI: On-time performance (ACCESS). (1.2.3) of 85% Owner: Jim Gee, (07/01/23 - 06/30/24)</p>
<p>On Target Efficient: Deliver service cost-effectively. (1.3) Owner: Jim Gee, (07/01/23 - 06/30/24)</p>	<p>20.87 KPI: Passengers per service hour (RIDE). (1.3.1) of 21 Owner: Jim Gee, (07/01/23 - 06/30/24)</p> <p>3.42 KPI: Passengers per service hour (FlexRIDE). (1.3.2) of 3.25 Owner: Jim Gee, (07/01/23 - 06/30/24)</p> <p>1.88 KPI: Passengers per service hour (ACCESS). (1.3.3) of 2 Owner: Jim Gee, (07/01/23 - 06/30/24)</p>

On Target

Sustainable: Promote transit service as part of a sustainable future in Washoe County. (1.4)

Owner: Jim Gee, (07/01/23 - 06/30/24)

3.1m

of 3m

KPI: % of service met/scheduled. (Increase in ridership across all modes) (1.4.1)

Owner: Jim Gee, (07/01/23 - 06/30/24)

2 Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs Successfully continue delivering high-impact projects.

Organization Goal	Milestone
<p>On Target NDOT Partnership: Strengthen our partnership with NDOT through funding agreements and shared strategic priorities to improved shared roads and take collective responsibility for the regional network. (2.1)</p> <p><small>Owner: Dale Keller, (07/01/23 - 06/30/24)</small></p>	<p>3 KPI: Number of NDOT roadways under design. (2.1.1)</p> <p><small>of 3</small> <small>Owner: Dale Keller, (07/01/23 - 06/30/24)</small></p> <p><small>Latest Comment: IN DESIGN: Kietzke Lane ITS, S Virginia Street & I580 Exit 29 Capacity & Safety, Sparks Intelligent Corridors (Amber Bowsmith, 10/20/23)</small></p> <hr/> <p>2 KPI: Number of NDOT roadways under construction (2.1.2)</p> <p><small>of 2</small> <small>Owner: Dale Keller, (07/01/23 - 06/30/24)</small></p> <p><small>Latest Comment: UNDER CONSTRUCTION: 4th Street and Woodland Avenue Roundabout, N McCarran Boulevard & Pyramid Hwy Fiber (Amber Bowsmith, 10/20/23)</small></p>
<p>On Target Fair and Equitable Project Delivery: Establish a common agreement among the regional partners of the core elements of RTC projects. (Updated Streets & Highway Policy) (2.2)</p> <p><small>Owner: Dale Keller, (07/01/23 - 06/30/24)</small></p>	<p>12.7m KPI: Sq. Ft. of pavement preservation completed. (2.2.1)</p> <p><small>of 11.9m</small> <small>Owner: Dale Keller, (07/01/23 - 06/30/24)</small></p>
<p>On Target Regional Approach to Traffic Management: Reduce traffic delays, support transportation needs, and increase efficiencies through active regional traffic management. (2.3)</p> <p><small>Owner: Dale Keller, (07/01/23 - 06/30/24)</small></p>	<p>74% KPI: % of signals connected to high-speed fiber. (2.3.1)</p> <p><small>of 74.2%</small> <small>Owner: Dale Keller, (07/01/23 - 06/30/24)</small></p> <p><small>Latest Comment: Quarterly (Amber Bowsmith, 10/20/23)</small></p>

3

Improve Our Community's Network Experience Focus on transportation decision-making, development impacts, and the future of our community.

Organization Goal	Milestone
<p>Achieved RTP Process: Engage the community and partners to re-envision the regional network experience through a streamlined, data-based Regional Transportation Plan update. (3.1) <small>Owner: Dale Keller, (07/01/23 - 06/30/24)</small></p>	<p>7 of 6 KPI: Number of projects under construction within RTP timeframe. (3.1.1) <small>Owner: Dale Keller, (07/01/23 - 06/30/24)</small></p> <p><small>Latest Comment: CONSTRUCTION STARTED IN LINE WITH RTP: Lemmon Drive Segment 1 Capacity, Pyramid Highway Phase 1 Capacity, Sky Vista Parkway Capacity, Sparks Boulevard Capacity, Oddie Boulevard/Wells Avenue Micromodal, US 395 Freeway (Amber Bowsmith, 12/11/23)</small></p>
<p>On Target Regional Transportation Network: Better define the regional transportation network. (3.2) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small></p>	<p>11.53 of 20 KPI: Average trip time (in McCarran) - INRX data (3.2.1) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small></p> <p>11.95 of 30 KPI: Average trip time (regional urban area) - INRX data (3.2.2) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small></p>
<p>Off Target Regional Unfunded Needs Analysis: Conduct an unfunded needs analysis (including maintenance) with our regional partners and NDOT. (3.3) <small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p>	<p>100% of 100% Q1 Milestone: Develop scope of work. (3.3.1) <small>Owner: Christian Schonlau, (07/01/23 - 09/30/23)</small></p> <p>Off Target Q2 Milestone: Board approval of consultant contract. (3.3.2) <small>Owner: Christian Schonlau, (10/01/23 - 12/31/23)</small></p> <p><small>Latest Comment: Delayed due to secondary interviews. (Amber Bowsmith, 01/31/24)</small></p> <p>Not Started Q3 Milestone: Study completion. (3.3.3) <small>Owner: Christian Schonlau, (01/01/24 - 03/31/24)</small></p> <p>Not Started Q4 Milestone: Report to Board. (3.3.4) <small>Owner: Christian Schonlau, (04/01/24 - 06/30/24)</small></p>
<p>On Target Public Engagement: Evolve our public engagement process with outreach that is robust, early, and context sensitive. (3.4) <small>Owner: Laura Freed, (07/01/23 - 06/30/24)</small></p>	<p>17 of 14 KPI: Number of public engagement interactions (2-way conversations) (3.4.1) <small>Owner: Laura Freed, (07/01/23 - 06/30/24)</small></p> <p><small>Latest Comment: Spanish Springs Citizens Advisory Board, Sun Valley Citizens Advisory Board, North Valleys Water Management Subcommittee Meeting, Ward 4 Neighborhood Advisory Board, Senior Transportation Event, Oddie Wells Phase 2 Completion Community Event, Keystone Bridge Project Public Meeting (Amber Bowsmith, 02/06/24)</small></p>

4

Financial and Organizational Stewardship Proactively plan for future funding needs.

Organization Goal	Milestone
<p>On Target One Year Planning: Achieve annual budget adherence within 5% (Capital). (Annual Budget) (4.1)</p> <p><small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p>	<p>97.5% KPI: Annual budget adherence within 5% (Capital). (4.1.1)</p> <p><small>of 95%</small></p> <p><small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p>
<p>On Target Five Year Planning: Reach an Ending Fund Balance of two years of debt and one year of operating expenses through more thoughtful budgeting of capital projects. (5-Year Fund Map, RTIP) (4.2)</p> <p><small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p>	<p>49.6% KPI: Funding available to deliver scheduled projects coming within 5% of estimate (Capital). (4.2.1)</p> <p><small>of 55.7%</small></p> <p><small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p> <p><small>Latest Comment: PROJECTS STARTED: RTC ACCESS/FlexRIDE Vans (18), Virginia Line BRT Project, Villanova Facility Upgrades, Terminal Facility Upgrades/Repairs, 6th Street Facilities Upgrades, Hydrogen Fuel Project, Bus Stop Amenities/Bus Monitor Display, Computer Hardware & Software, Shop Equipment, Transit Centers Upgrades (Amber Bowsmith, 01/12/24)</small></p>
<p>On Target Long-Range Planning: Expand the use of the long-range financial plan to be used as a decision-making tool for the agency. (10-year Financial Plan, CIP) (4.3)</p> <p><small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p>	<p>100% Q1 Milestone: Work with PFM to understand bonding capacity. (4.3.1)</p> <p><small>of 100%</small></p> <p><small>Owner: Christian Schonlau, (07/01/23 - 09/30/23)</small></p> <p>100% Q2 Milestone: Align financial plan with RTIP update. (4.3.2)</p> <p><small>of 100%</small></p> <p><small>Owner: Christian Schonlau, (10/01/23 - 12/31/23)</small></p> <p>Not Started Q3 Milestone: Gather consensus at Director Retreat. (4.3.3)</p> <p><small>Owner: Christian Schonlau, (01/01/24 - 03/30/24)</small></p> <p>Not Started Q4 Milestone: Present data to Board. (4.3.4)</p> <p><small>Owner: Christian Schonlau, (04/01/24 - 06/30/24)</small></p>
<p>On Target Fuel Tax: Actively work with state and regional partners to replace funding source. (4.4)</p> <p><small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p>	<p>100% Q1 Milestone: Obtain legal opinion on statutory requirements of WC fee implementation. (4.4.1)</p> <p><small>of 100%</small></p> <p><small>Owner: Christian Schonlau, (07/01/23 - 09/30/23)</small></p> <p>100% Q2 Milestone: Identify partner to evaluate approaches. (4.4.2)</p> <p><small>of 100%</small></p> <p><small>Owner: Christian Schonlau, (10/01/23 - 12/31/23)</small></p> <p>Not Started Q3 Milestone: Enact contract for evaluation of approaches. (4.4.3)</p> <p><small>Owner: Christian Schonlau, (01/01/24 - 03/31/24)</small></p> <p>Not Started Q4 Milestone: Receive report on recommended approaches. (4.4.4)</p> <p><small>Owner: Christian Schonlau, (04/01/24 - 06/30/24)</small></p>

5

Engineering Department Priorities

Organization Goal	Milestone
<p>On Target Begin Design (5.1) Owner: Dale Keller, (07/01/23 - 06/30/24)</p>	<p>100% Lemmon Drive Segment 2 Traffic Improvements and Resiliency (5.1.1) of 100% Owner: Dale Keller, (07/01/23 - 06/30/24) Latest Comment: Design started 07/2023. (Amber Bowsmith, 11/07/23)</p> <p>Not Started Military Road Capacity Project (5.1.2) of 0% Owner: Dale Keller, (07/01/23 - 06/30/24) Latest Comment: Planned 06/2024. (Amber Bowsmith, 11/07/23)</p> <p>62% Pembroke Drive Capacity & Safety (5.1.3) of 0.01% Owner: Dale Keller, (07/01/23 - 06/30/24) Latest Comment: Design started 07/2023. (Amber Bowsmith, 11/07/23)</p> <p>Not Started Sun Valley Boulevard Improvements (5.1.4) of 0% Owner: Dale Keller, (07/01/23 - 06/30/24) Latest Comment: Planned 05/2024. (Amber Bowsmith, 10/20/23)</p>
<p>Not Started Begin Project Construction (5.2) Owner: Dale Keller, (07/01/23 - 06/30/24)</p>	<p>Not Started 2024 Pavement Preservation Program (5.2.1) of 0% Owner: Dale Keller, (07/01/23 - 06/30/24) Latest Comment: Planned 06/2024. (Amber Bowsmith, 10/20/23)</p> <p>Not Started S Virginia Street & I580 Exit 29 Capacity & Safety (5.2.2) of 0% Owner: Dale Keller, (07/01/23 - 06/30/24) Latest Comment: Planned 04/2024. (Amber Bowsmith, 10/20/23)</p> <p>Not Started South Meadows Traffic Enhancements (5.2.3) of 0% Owner: Dale Keller, (07/01/23 - 06/30/24) Latest Comment: Planned 03/2024. (Amber Bowsmith, 01/31/24)</p> <p>Not Started Steamboat Parkway Improvement (5.2.4) of 0% Owner: Dale Keller, (07/01/23 - 06/30/24) Latest Comment: Planned 05/2024. (Amber Bowsmith, 01/31/24)</p>

On Target

Complete Project Construction (5.3)

Owner: Dale Keller, (07/01/23 - 06/30/24)

89.7%

of 100%

2023 Pavement Preservation Program (5.3.1)

Owner: Dale Keller, (07/01/23 - 06/30/24)

Latest Comment: Planned 01/2024. (Amber Bowsmith, 10/20/23)

100%

of 100%

4th Street & Woodland Avenue Roundabout (5.3.2)

Owner: Dale Keller, (07/01/23 - 06/30/24)

Latest Comment: Project completed 09/2023. (Amber Bowsmith, 10/20/23)

100%

of 100%

Arrowcreek Parkway Rehabilitation (5.3.3)

Owner: Dale Keller, (07/01/23 - 06/30/24)

Latest Comment: Project completed 09/2023. (Amber Bowsmith, 10/20/23)

73.9%

of 82%

Oddie / Wells Corridor Multi-Modal Improvements (5.3.4)

Owner: Dale Keller, (07/01/23 - 06/30/24)

Latest Comment: Planned 06/2024. (Amber Bowsmith, 10/20/23)

100%

of 100%

Sky Vista Parkway Widening & Rehabilitation (5.3.5)

Owner: Dale Keller, (07/01/23 - 06/30/24)

Latest Comment: Project completed 12/2023. (Amber Bowsmith, 02/06/24)

Off Target

Execute a Memorandum of Understanding with the Nevada Department of Transportation, City of Reno, City of Sparks, and Washoe County to begin implementation of ITS Strategic Master Plan to operate the regional traffic signal system as a whole. (5.4)

Owner: Dale Keller, (07/01/23 - 06/30/24)

100%

of 100%

Q1 Milestone: Draft MOU. (5.4.1)

Owner: Dale Keller, (07/01/23 - 09/30/23)

Off Target

Q2 Milestone: RTC Board approval. (5.4.2)

Owner: Dale Keller, (10/01/23 - 12/31/23)

Latest Comment: Planned 04/2024 to Board. (Amber Bowsmith, 01/31/24)

Not Started

Q3 Milestone: Local jurisdiction approval. (5.4.3)

Owner: Dale Keller, (01/01/24 - 03/30/24)

On Target

Following adoption by RTC Board, implement the Street & Highway Policy, including detailed project timeframes for stakeholder information. (5.5)

Owner: Dale Keller, (07/01/23 - 06/30/24)

0%

of 5%

KPI: Scope additions after 60% design. (5.5.1)

Owner: Dale Keller, (07/01/23 - 06/30/24)

On Target

Identify and begin design on Reno Downtown
Micromode project(s). (5.6)

Owner: Dale Keller, (07/01/23 - 06/30/24)

100%

of 100%

Q1 Milestone: Create recommendation. (5.6.1)

Owner: Dale Keller, (07/01/23 - 09/30/23)

100%

of 100%

Q2 Milestone: Reno City Council and RTC Board Approval. (5.6.2)

Owner: Dale Keller, (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Execute LPA with NDOT. (5.6.3)

Owner: Dale Keller, (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Begin design. (5.6.4)

Owner: Dale Keller, (04/01/24 - 06/30/24)

6

Planning Department Priorities

Organization Goal	Milestone
<p>Achieved Initiate: (6.1) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small></p>	<p>Achieved Regional Freight Plan (6.1.1) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small> Latest Comment: Initiated 08/2023. (Amber Bowsmith, 10/20/23)</p> <p>Achieved Regional Travel Characteristics Study (6.1.2) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small> Latest Comment: Initiated 09/2023. (Amber Bowsmith, 10/20/23)</p>
<p>Off Target Complete: (6.2) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small></p>	<p>50% South Virginia Street Transit Oriented Development (TOD) Study (6.2.1) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small> of 70.1% Latest Comment: Planned 05/2024. (Amber Bowsmith, 10/20/23)</p> <p>70% Active Transportation Plan (6.2.2) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small> of 70.1% Latest Comment: Planned 04/2024 to Board. (Amber Bowsmith, 02/06/24)</p>
<p>On Target Complete a workplan for RTP update with tasks and milestones, including scenarios, alternative outcomes, and public engagement. (6.3) <small>Owner: Planning Director, (07/01/23 - 06/30/24)</small></p>	<p>100% Q1 Milestone: Director workshop of RTP update plan and schedule. (6.3.1) <small>Owner: Planning Director, (07/01/23 - 09/30/23)</small> of 100%</p> <p>100% Q2 Milestone: Project kick-off with consultant and schedule developed. (6.3.2) <small>Owner: Planning Director, (10/01/23 - 12/31/23)</small> of 100%</p> <p>Not Started Q3 Milestone: Board workshop including scenario development, visioning, and public engagement. (6.3.3) <small>Owner: Planning Director, (01/01/24 - 03/30/24)</small></p> <p>Not Started Q4 Milestone: Engagement with public and local jurisdictions. (6.3.4) <small>Owner: Planning Director, (04/01/24 - 06/30/24)</small></p>

<p>On Target Complete the Predictive Safety Tool to improve decision-making for the TE Spot Program. (6.4) Owner: Planning Director, (07/01/23 - 06/30/24)</p>	<p>100% of 100% Q1 Milestone: Begin initial data collections and stakeholder engagement (UNR, NDOT). (6.4.1) Owner: Planning Director, (07/01/23 - 12/31/23)</p> <p>100% of 100% Q2 Milestone: Establish formal funding agreement with stakeholders. (6.4.2) Owner: Planning Director, (10/01/23 - 12/31/23)</p> <p>Not Started Q3 Milestone: Implementation of tool to make decisions about TE Spot Program. (6.4.3) Owner: Planning Director, (01/01/24 - 03/30/24)</p> <p>Not Started Q4 Milestone: Monitor and track progress post-implementation. (6.4.4) Owner: Planning Director, (04/01/24 - 06/30/24)</p>
<p>On Target Complete upcoming MPO certification with FHWA. (6.5) Owner: Planning Director, (07/01/23 - 06/30/24)</p>	<p>100% of 100% Q1 Milestone: Begin process initiation with FHWA. (6.5.1) Owner: Planning Director, (07/01/23 - 12/31/23)</p> <p>100% of 100% Q2 Milestone: Provide documentation. (6.5.2) Owner: Planning Director, (10/01/23 - 12/31/23)</p> <p>100% of 100% Q3 Milestone: Presentation to committee. (6.5.3) Owner: Planning Director, (12/01/23 - 03/30/24)</p> <p>Not Started Q4 Milestone: Board review of certification report. (6.5.4) Owner: Planning Director, (04/01/24 - 06/30/24)</p>
<p>Achieved Update and modernize RTC website. (6.6) Owner: Laura Freed, (07/01/23 - 12/31/23)</p>	<p>100% of 100% Q1 Milestone: Complete site mapping. (6.6.1) Owner: Laura Freed, (07/01/23 - 09/30/23)</p> <p>100% of 100% Q2 Milestone: Updated website goes live December 1. (6.6.2) Owner: Laura Freed, (10/01/23 - 12/31/23)</p>

7

Public Transportation Department Priorities

Organization Goal	Milestone
<p>Off Target Complete implementation of hydrogen fueling infrastructure. (7.1) <small>Owner: Jim Gee, (07/01/23 - 06/30/24)</small></p> <p>Latest Comment: Items taken to Board in January. Behind schedule due to scope change due to the receipt of additional grant dollars, extended legal review due to scope change and impact of Buy America, and delays with sourcing items. (Amber Bowsmith, 01/16/24)</p>	<p>95% of 100% Q1 Milestone: Plans and permits completed and approved. (7.1.1) <small>Owner: Jim Gee, (07/01/23 - 09/30/23)</small></p> <p>Latest Comment: Working through permitting pre-construction. (Amber Bowsmith, 02/06/24)</p> <p>0% of 100% Q2 Milestone: Complete construction of the maintenance bay. (7.1.2) <small>Owner: Jim Gee, (10/01/23 - 12/31/23)</small></p> <p>Not Started Q3 Milestone: Complete construction of the station. (7.1.3) <small>Owner: Jim Gee, (01/01/24 - 03/30/24)</small></p> <p>Not Started Q4 Milestone: Open station. (7.1.4) <small>Owner: Jim Gee, (04/01/24 - 06/30/24)</small></p>
<p>On Target Expand south Reno transit improvements (RIDE and FlexRIDE). (7.2) <small>Owner: Jim Gee, (07/01/23 - 06/30/24)</small></p>	<p>100% of 100% Q1 Milestone: Evaluate staffing and ridership; Develop recommendation. (7.2.1) <small>Owner: Jim Gee, (07/01/23 - 09/30/23)</small></p> <p>100% of 100% Q2 Milestone: Finalize proposal. (7.2.2) <small>Owner: Jim Gee, (10/01/23 - 12/31/23)</small></p> <p>Not Started Q3 Milestone: Hold Public Hearing. (7.2.3) <small>Owner: Jim Gee, (01/01/24 - 03/30/24)</small></p> <p>Not Started Q4 Milestone: Implement recommended expansion. (7.2.4) <small>Owner: Jim Gee, (04/01/24 - 06/30/24)</small></p>
<p>On Target Identify and implement methods to enhance contractor-employee morale. (7.3) <small>Owner: Jim Gee, (07/01/23 - 06/30/24)</small></p>	<p>100% of 100% Q1 Milestone: Complete employee morale survey; Start Employee Feedback Committee. (7.3.1) <small>Owner: Jim Gee, (07/01/23 - 09/30/23)</small></p> <p>100% of 100% Q2 Milestone: Implement Employee morale incentives, feedback, and improvements. (7.3.2) <small>Owner: Jim Gee, (10/01/23 - 12/31/23)</small></p> <p>Not Started Q3 Milestone: Participate in Local Bus Roadeo. (7.3.3) <small>Owner: Jim Gee, (01/01/24 - 03/30/24)</small></p> <p>Not Started Q4 Milestone: Participate in National Bus Roadeo (7.3.4) <small>Owner: Jim Gee, (04/01/24 - 06/30/24)</small></p>

<p>On Target</p> <p>Implement the TOPS Marketing & Communications Plan, with a focus on the “Spanish-First” Campaign highlighted in the Plan. (7.4)</p> <p>Owner: Jim Gee, (07/01/23 - 06/30/24)</p>	<p>100% of 100%</p> <p>Q1 Milestone: Finalize and release solicitation. (7.4.1) Owner: Jim Gee, (07/01/23 - 09/30/23)</p> <p>100% of 100%</p> <p>Q2 Milestone: Receive Board approval of consultant. (7.4.2) Owner: Jim Gee, (10/01/23 - 12/31/23)</p> <p>Not Started</p> <p>Q3 Milestone: Evaluate success. (7.4.3) Owner: Jim Gee, (01/01/24 - 03/30/24)</p> <p>Not Started</p> <p>Q4 Milestone: Evaluate success. (7.4.4) Owner: Jim Gee, (04/01/24 - 06/30/24)</p>
<p>On Target</p> <p>Increase population with transit services, jobs accessible with transit services, and passenger miles. (7.5)</p> <p>Owner: Jim Gee, (07/01/23 - 06/30/24)</p>	<p>100% of 100%</p> <p>Q1 Milestone: Report (7.5.1) Owner: Jim Gee, (07/01/23 - 09/30/23)</p> <p>100% of 100%</p> <p>Q2 Milestone: Service change (7.5.2) Owner: Jim Gee, (10/01/23 - 12/31/23)</p> <p>Not Started</p> <p>Q3 Milestone: Report (7.5.3) Owner: Jim Gee, (01/01/24 - 03/30/24)</p> <p>Not Started</p> <p>Q4 Milestone: Service change (7.5.4) Owner: Jim Gee, (04/01/24 - 06/30/24)</p>
<p>On Target</p> <p>Explore transportation solutions to reduce vehicle miles traveled in the Washoe County Tahoe Area. (7.6)</p> <p>Owner: Jim Gee, (07/01/23 - 06/30/24)</p>	<p>14 of 12</p> <p>Number of van pools to Tahoe. (7.6.1) Owner: Jim Gee, (07/01/23 - 06/30/24)</p> <p>91.3k of 97.7k</p> <p>Total vehicle miles traveled (Tahoe). (7.6.2) Owner: Jim Gee, (07/01/23 - 06/30/24)</p>

8

Executive Priorities

Organization Goal	Milestone
<p>Off Target Actively work with state and regional partners to SUPPLEMENT fuel tax funding source. (8.1) <small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p>	<p>80% of 100% Q1 Milestone: Compile current RUC charge implementations throughout US. (8.1.1) <small>Owner: Christian Schonlau, (07/01/23 - 09/30/23)</small> Latest Comment: Will be completed at conference 05/2024. (Amber Bowsmith, 02/02/24)</p> <p>100% of 100% Q2 Milestone: Look at the 10 year VMT vs gallons sold trade off. (8.1.2) <small>Owner: Christian Schonlau, (10/01/23 - 12/31/23)</small></p> <p>Not Started Q3 Milestone: Draft BDR white-paper and hold meetings with stakeholders (NDOT, S NV RTC). (8.1.3) <small>Owner: Christian Schonlau, (01/01/24 - 03/30/24)</small></p> <p>Not Started Q4 Milestone: Task State Lobbyist with BDR sponsorship efforts. (8.1.4) <small>Owner: Christian Schonlau, (04/01/24 - 06/30/24)</small></p>
<p>On Target Analyze local and regional maintenance needs and potential solutions via maintenance study. (8.2) <small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p>	<p>100% of 100% Q1 Milestone: Develop scope of work. (8.2.1) <small>Owner: Christian Schonlau, (07/01/23 - 09/30/23)</small></p> <p>100% of 100% Q2 Milestone: Identify partner for evaluation of approaches. (8.2.2) <small>Owner: Christian Schonlau, (10/01/23 - 12/31/23)</small></p> <p>Not Started Q3 Milestone: Enact contract for evaluation of approaches. (8.2.3) <small>Owner: Christian Schonlau, (01/01/24 - 03/30/24)</small></p> <p>Not Started Q4 Milestone: Receive report on recommended approaches. (8.2.4) <small>Owner: Christian Schonlau, (04/01/24 - 06/30/24)</small></p>
<p>On Target Better align anticipated budget expenditures to street & highway project timelines. (8.3) <small>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</small></p>	<p>100% of 100% Q1 Milestone: Re-baseline eBuilder Project cost and budget estimates. (8.3.1) <small>Owner: Christian Schonlau, (07/01/23 - 09/30/23)</small></p> <p>100% of 100% Q2 Milestone: Update and maintain fund level fund mapping to track current year expenditures. (8.3.2) <small>Owner: Christian Schonlau, (10/01/23 - 12/31/23)</small></p> <p>Not Started Q3 Milestone: Use fund maps and eBuilder data combined to better align FY 25 budget with expected project expenditures. (8.3.3) <small>Owner: Christian Schonlau, (01/01/24 - 03/31/24)</small></p>

<p>On Target</p> <p>Complete Climate Study of the Agency as a whole. (8.4) <small>Owner: Laura Freed, (07/01/23 - 06/30/24)</small></p>	<p>100% of 100%</p> <p>Q1 Milestone: RFP & vendor negotiation completed. (8.4.1) <small>Owner: Laura Freed, (07/01/23 - 09/30/23)</small></p> <hr/> <p>Deferred</p> <p>Q2 Milestone: Board approval of consultant contract. (8.4.2) <small>Owner: Laura Freed, (10/01/23 - 12/31/23)</small></p> <p><small>Latest Comment: Contract amount below Board threshold. (Amber Bowsmith, 02/06/24)</small></p> <hr/> <p>100% of 100%</p> <p>Q3 Milestone: Complete Study. (8.4.3) <small>Owner: Laura Freed, (01/01/24 - 03/30/24)</small></p> <hr/> <p>Not Started</p> <p>Q4 Milestone: Present findings to Board. (8.4.4) <small>Owner: Laura Freed, (04/01/24 - 06/30/24)</small></p>
<p>Off Target</p> <p>Lead a multi-county effort to define transportation future related to Washoe County, Tahoe-Reno Industrial Center, and Fernley. (8.5) <small>Owner: Bill Thomas, (07/01/23 - 06/30/24)</small></p>	<p>100% of 100%</p> <p>Q1 Milestone: Meet with chief executives from stakeholder agencies. (8.5.1) <small>Owner: Bill Thomas, (07/01/23 - 09/30/23)</small></p> <hr/> <p>0% of 100%</p> <p>Q2 Milestone: Submit BLM application for future roadway needs. (8.5.2) <small>Owner: Bill Thomas, (10/01/23 - 12/31/23)</small></p> <p><small>Latest Comment: Working on consultant contract to prepare the application. (Amber Bowsmith, 02/06/24)</small></p> <hr/> <p>Not Started</p> <p>Q3 Milestone: Define shared view of future transportation with stakeholders. (8.5.3) <small>Owner: Bill Thomas, (01/01/24 - 03/31/24)</small></p> <hr/> <p>Not Started</p> <p>Q4 Milestone: Outline next steps for multi-county transportation efforts in FY25. (8.5.4) <small>Owner: Bill Thomas, (04/01/24 - 06/30/24)</small></p>
<p>Achieved</p> <p>Make annual report to three local governments - Reno, Sparks, and Washoe County. (8.6) <small>Owner: Bill Thomas, (07/01/23 - 06/30/24)</small></p>	<p>100% of 100%</p> <p>Reno (8.6.1) <small>Owner: Bill Thomas, (07/01/23 - 06/30/24)</small></p> <hr/> <p>100% of 100%</p> <p>Sparks (8.6.2) <small>Owner: Bill Thomas, (07/01/23 - 06/30/24)</small></p> <p><small>Latest Comment: Presented 09/11/23 (Amber Bowsmith, 09/11/23)</small></p> <hr/> <p>100% of 100%</p> <p>Washoe County (8.6.3) <small>Owner: Bill Thomas, (07/01/23 - 06/30/24)</small></p> <p><small>Latest Comment: Presented 09/12/23 (Amber Bowsmith, 09/12/23)</small></p>

<p>On Target</p> <p>Update Personnel Rules and Board By-laws, including a documented process for Executive Director annual review. (8.7)</p> <p>Owner: Laura Freed, (07/01/23 - 06/30/24)</p>	<p>100% of 100%</p> <p>Q1 Milestone: Draft updated p-rules identified as most urgent for recruiting/retention. (8.7.1) Owner: Laura Freed, (07/01/23 - 09/30/23)</p> <hr/> <p>100% of 100%</p> <p>Q2 Milestone: Board approval of recruiting/retention p-rules updates. (8.7.2) Owner: Laura Freed, (10/01/23 - 12/31/23)</p> <hr/> <p>Not Started</p> <p>Q3 Milestone: Board approval of updated bylaws, including Executive Director annual review. (8.7.3) Owner: Laura Freed, (01/01/24 - 03/30/24)</p> <hr/> <p>Not Started</p> <p>Q4 Milestone: Complete drafting p-rules re-write. (8.7.4) Owner: Laura Freed, (04/01/24 - 06/30/24)</p>
<p>On Target</p> <p>Work with regional partners to define a grants program to solicit federal earmarks for local street improvements/preservation. (8.8)</p> <p>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</p>	<p>100% of 100%</p> <p>Q1 Milestone: Redefine RTC grants management role to include grant opportunity identification. (8.8.1) Owner: Christian Schonlau, (07/01/23 - 09/30/23)</p> <hr/> <p>100% of 100%</p> <p>Q2 Milestone: Train new grants management staff on resources and notices. (8.8.2) Owner: Christian Schonlau, (10/01/23 - 12/31/23)</p> <hr/> <p>Not Started</p> <p>Q3 Milestone: Identify local needs by speaking to each jurisdiction. (8.8.3) Owner: Christian Schonlau, (01/01/24 - 03/31/24)</p> <hr/> <p>Not Started</p> <p>Q4 Milestone: - Set up recurring grants opportunity email to jurisdiction on available funding opportunities and offer assistance in application where appropriate. (8.8.4) Owner: Christian Schonlau, (04/01/24 - 06/30/24)</p>
<p>On Target</p> <p>Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner. (8.9)</p> <p>Owner: Bill Thomas, (07/01/23 - 06/30/24)</p>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Public Hearing and Resolution Approving a Property Exchange Agreement with TMWA

RECOMMENDED ACTION

Adopt a resolution approving an agreement for the exchange of 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, 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 APN 004-061-28 and APN 004-061-20, 004-061-26, 004-061-22, 035-033-02 for the project or another roadway project.

On January 19, 2024, the RTC Board adopted 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, 035-033-02) for property owned by the Truckee Meadows Water Authority (a fee simple interest in APN 140-051-23). That resolution set this meeting as the time for a public hearing at which objections to the exchange may be made by the electors of Washoe County as required by NRS 277.050(5)(c). Staff published notice of this meeting pursuant to NRS 277.050(6).

RTC and TMWA have finalized the terms of the property exchange agreement attached to this resolution. Following a public hearing on this item, the adoption of this resolution will approve the agreement and satisfy the requirements in NRS 277.050(7). RTC and TMWA would then enter into the agreement and complete the exchange. As part of the exchange, the RTC Chair would execute and deliver a quitclaim deed conveying the property that TMWA will receive as directed in this resolution and as required by NRS 277.055(7). The exchange would be expected to be completed in April at the latest.

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

- 01/19/2024 Board approved 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, 035-033-02) for property owned by the Truckee Meadows Water Authority (a fee simple interest in APN 140-051-23).
- 10/20/2023 Board 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. 24-04

A RESOLUTION APPROVING A PROPERTY EXCHANGE AGREEMENT 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 and APN 004-061-20, 004-061-26, 004-061-22 and 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, 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, on January 19, 2024, the RTC Board of Commissioners adopted Resolution No. 24-01 declaring RTC’s intention to exchange the properties; and

WHEREAS, on February 16, 2024, the RTC Board of Commissioners held a public hearing at which objections to the exchange could be made by the electors of Washoe County.

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

Section 1. RTC hereby approves the “Property Exchange Agreement for TMWA Western Skies Property and Tank Site Parcel and Easements on RTC Clear Acre Properties” attached hereto as Exhibit A (the “Property Exchange Agreement”).

Section 2. The Executive Director is hereby authorized to execute and deliver the Property Exchange Agreement, and such additional agreements, certificates, and instruments as the Executive Director may deem necessary or desirable to give effect to the terms and conditions of the Property Exchange Agreement and the transactions contemplated thereby.

Section 3. The Executive Director is authorized to take such further actions to give effect to the transactions contemplated by the Property Exchange Agreement as the Executive Director may deem desirable in his discretion.

Section 4. As required by NRS 277.050(7), upon the performance and compliance by the TMWA of all the terms and conditions of the Property Exchange Agreement, the RTC Chairman is hereby directed to execute and deliver a quitclaim deed conveying the property that TMWA will receive in the exchange.

Section 5. This resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED on February 16, 2024.

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 Ticolor 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

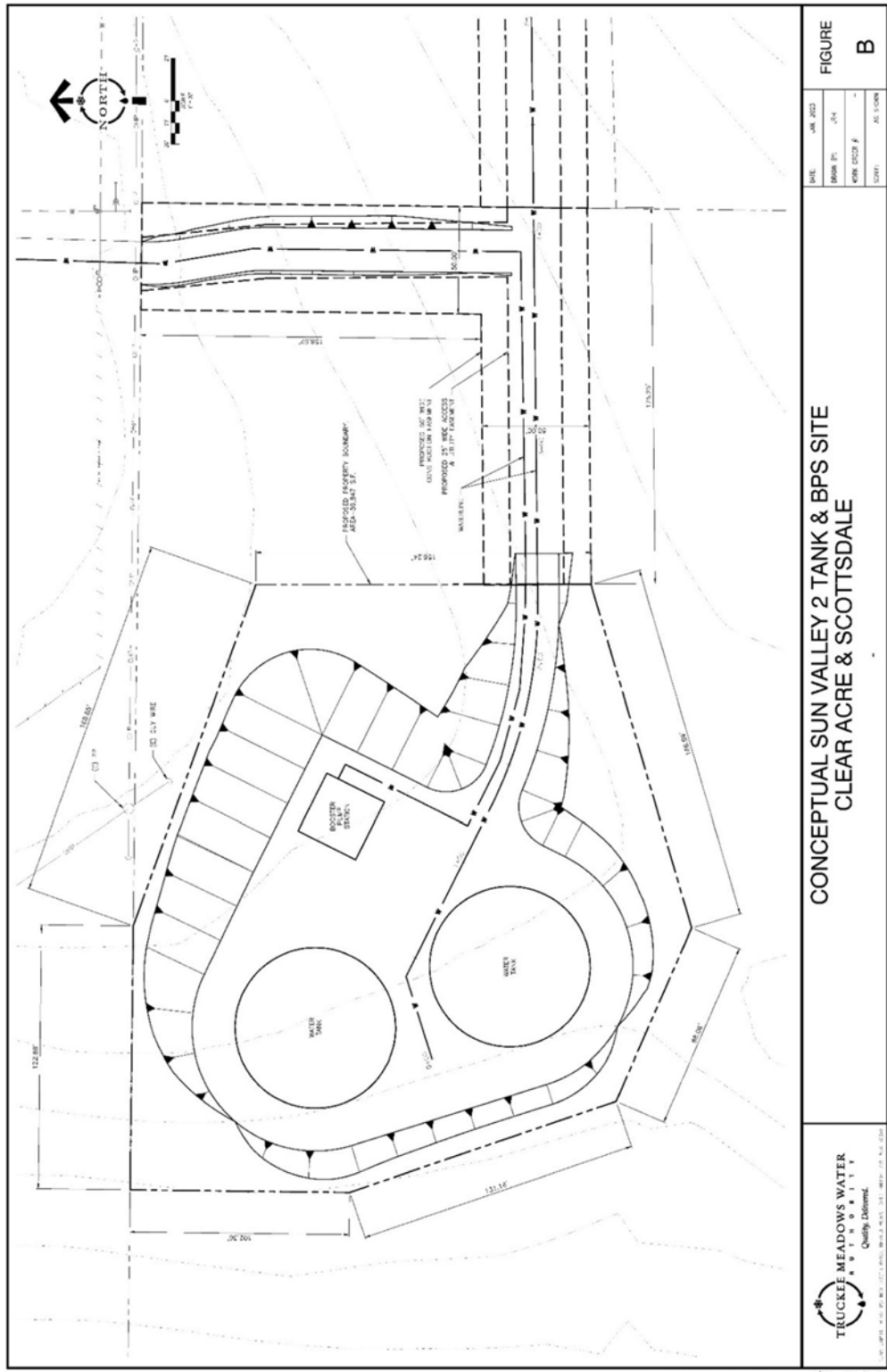


EXHIBIT "D"
TANK SITE PARCEL DEED FORM

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 Ticolor 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 in 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

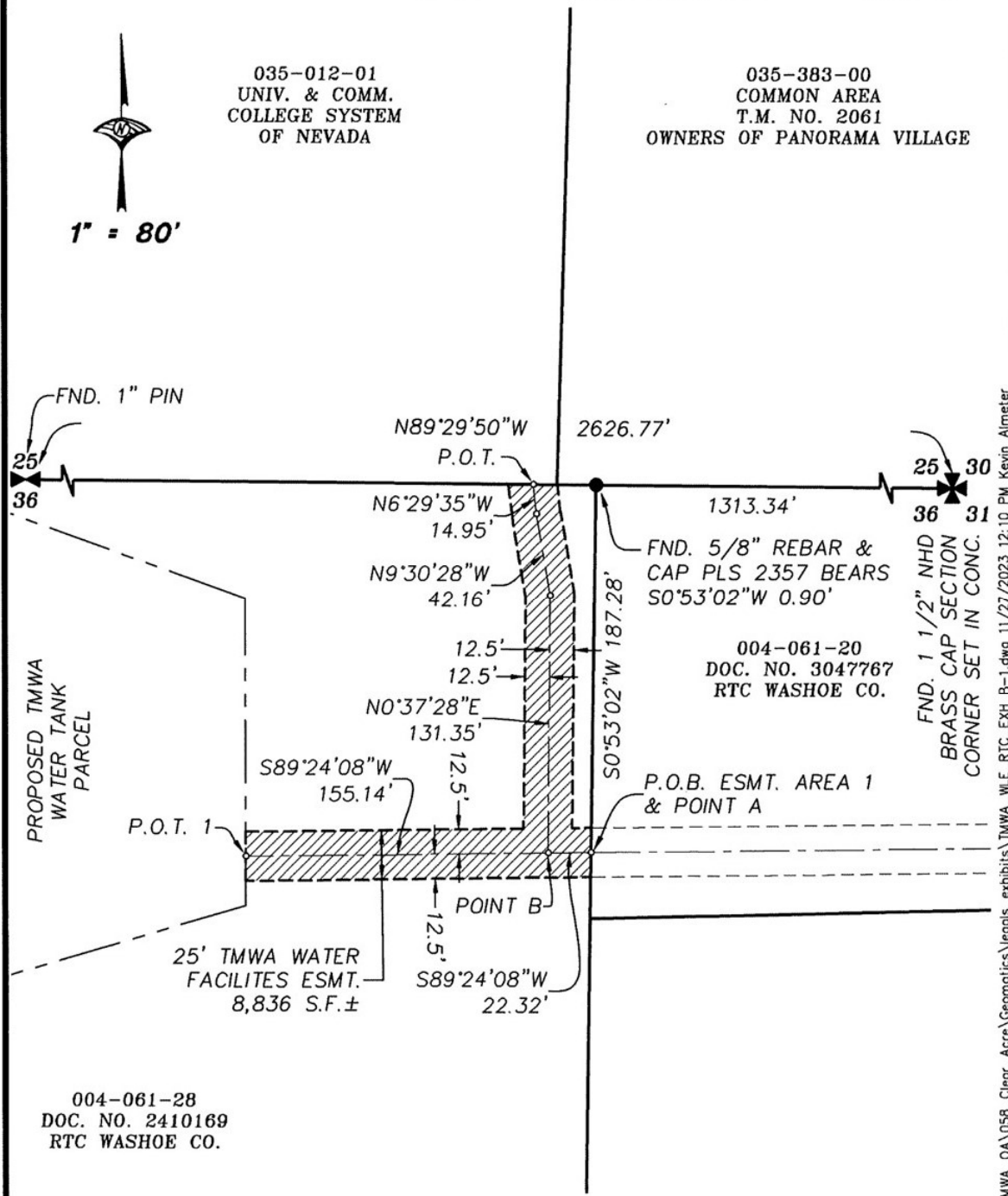
EXHIBIT B-1
 PLAT TO ACCOMPANY

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.

004-061-20
 DOC. NO. 3047767
 RTC WASHOE CO.

JOB NO. 8040058
 SHEET 1 OF 1

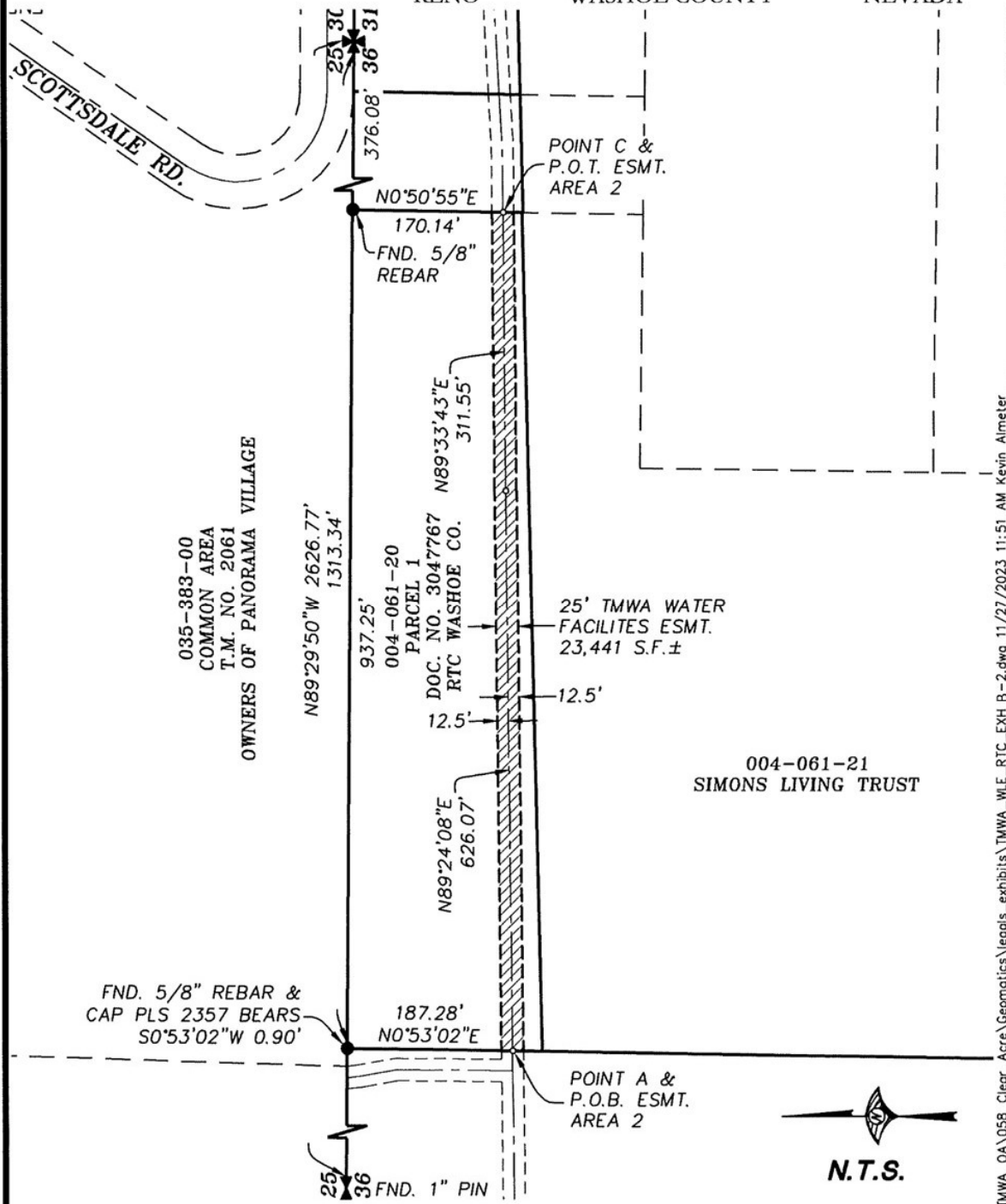


WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Blvd Reno, NV 89502
 Tel 775.823.4068 Fax 775.823.4066

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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



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-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

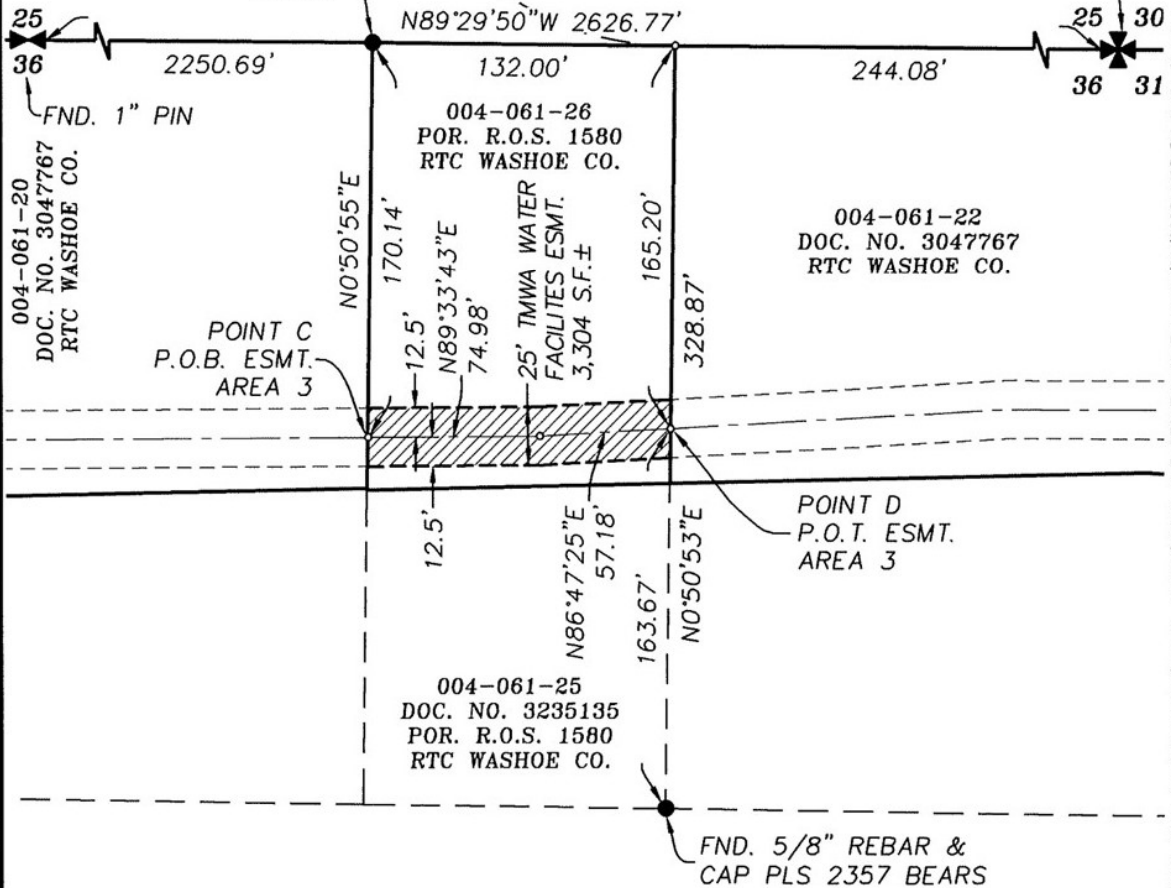


035-383-00
 COMMON AREA
 T.M. NO. 2061
 OWNERS OF PANORAMA
 VILLAGE

FND. 1 1/2" NHD
 BRASS CAP SECTION
 CORNER SET IN CONC.

FND. 5/8" REBAR

SCOTTSDALE RD.



004-061-20
 DOC. NO. 3047767
 RTC WASHOE CO.

POINT C
 P.O.B. ESMT.
 AREA 3

004-061-26
 POR. R.O.S. 1580
 RTC WASHOE CO.

25' TMWA WATER
 FACILITIES ESMT.
 3,304 S.F.±

004-061-22
 DOC. NO. 3047767
 RTC WASHOE CO.

POINT D
 P.O.T. ESMT.
 AREA 3

004-061-25
 DOC. NO. 3235135
 POR. R.O.S. 1580
 RTC WASHOE CO.

FND. 5/8" REBAR &
 CAP PLS 2357 BEARS

JOB NO. 8040058
 SHEET 1 OF 1



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Blvd
 Reno, NV 89502

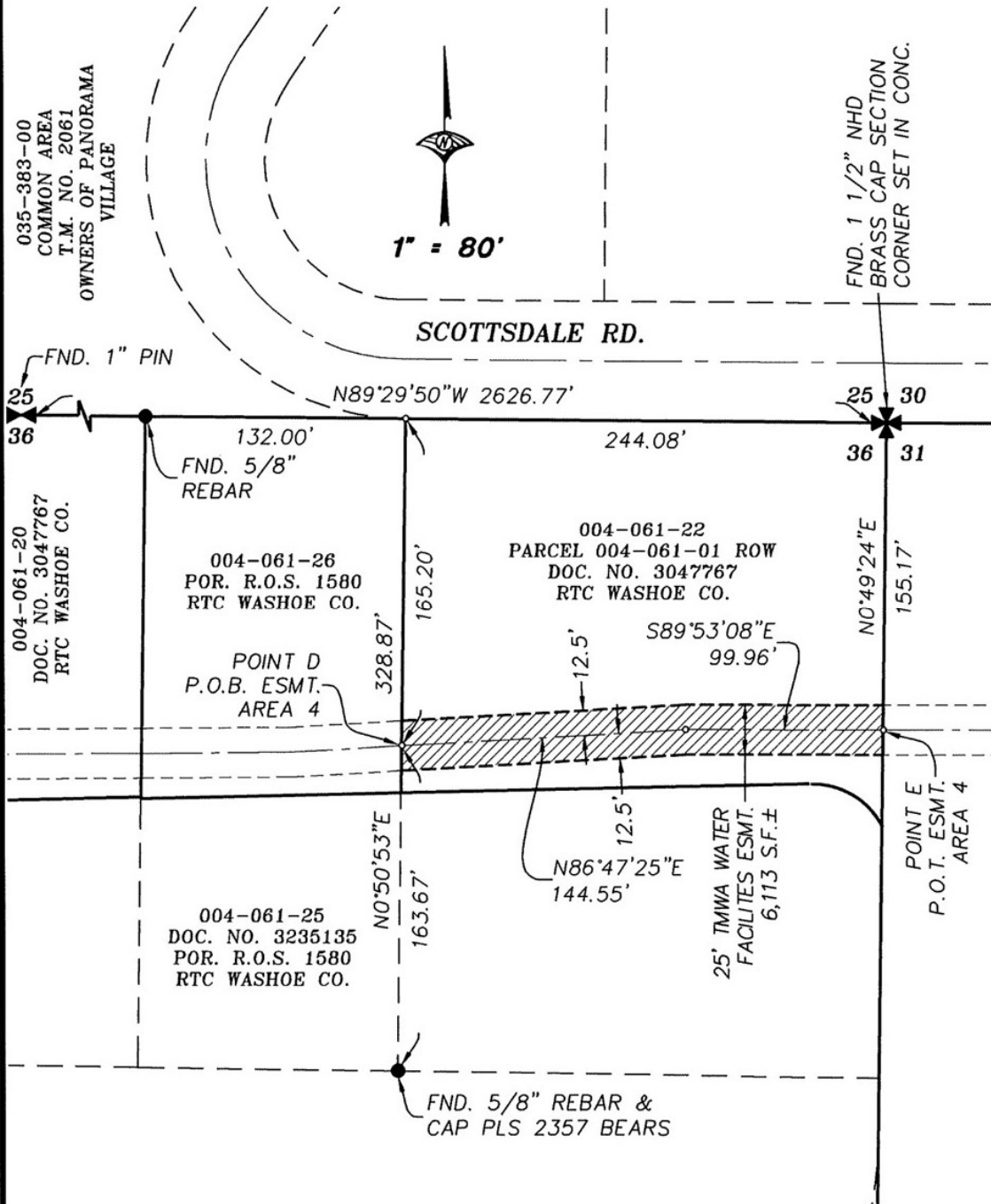
Tel 775.823.4068
 Fax 775.823.4068

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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

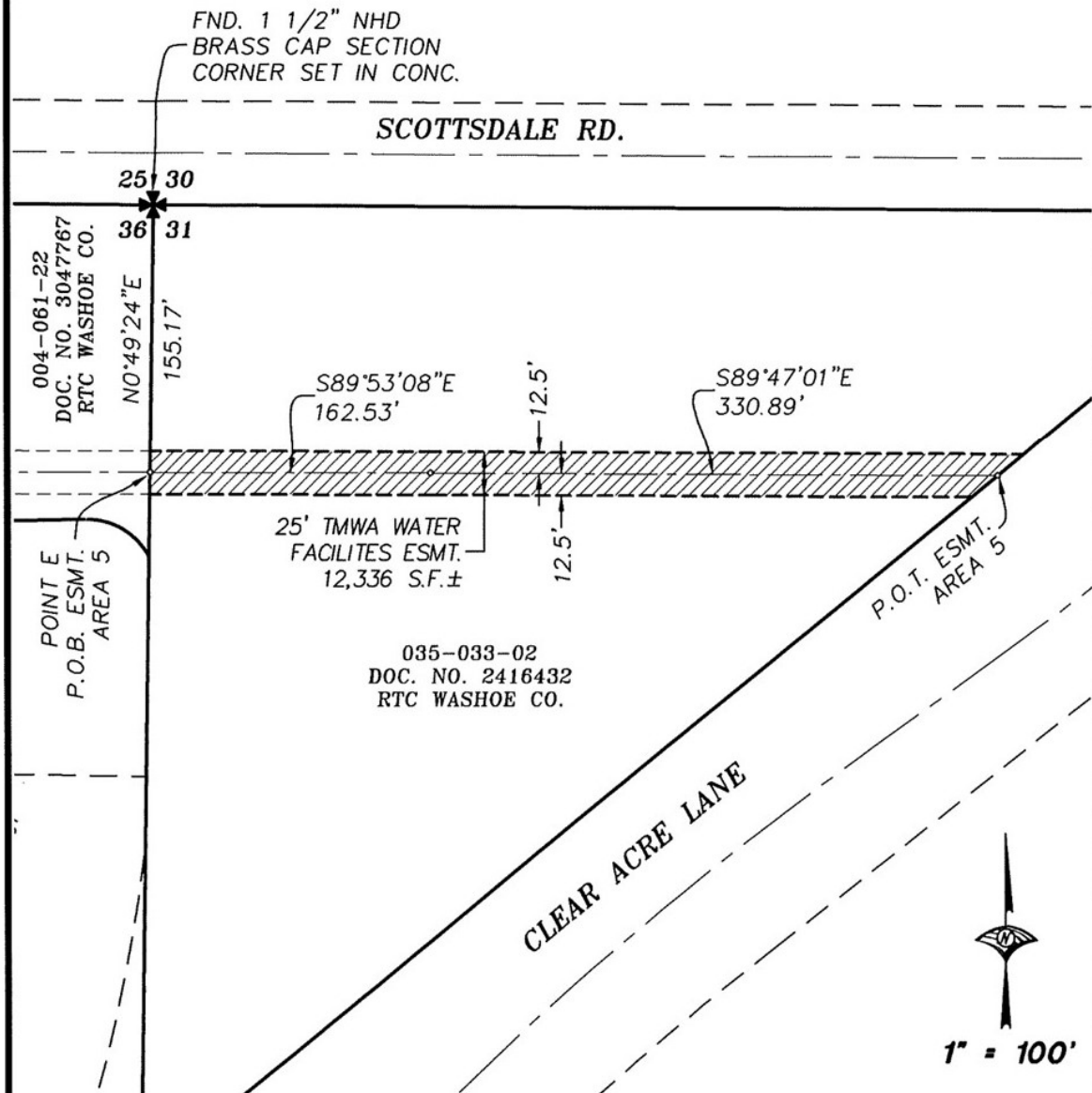
WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Blvd Reno, NV 89502
 Tel 775.823.4068 Fax 775.823.4066

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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



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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

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.

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

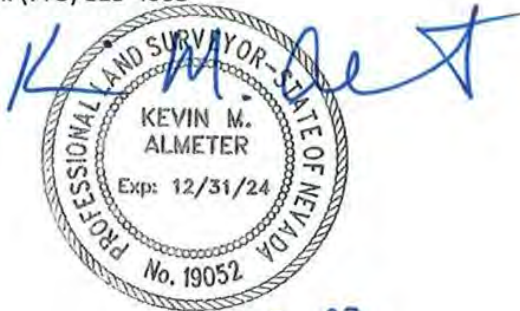
THENCE along said West line, North 00°49'24" East a distance of 50.00 feet to the POINT OF BEGINNING;

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



12-20-23

Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

EXHIBIT A-1
 PLAT TO ACCOMPANY

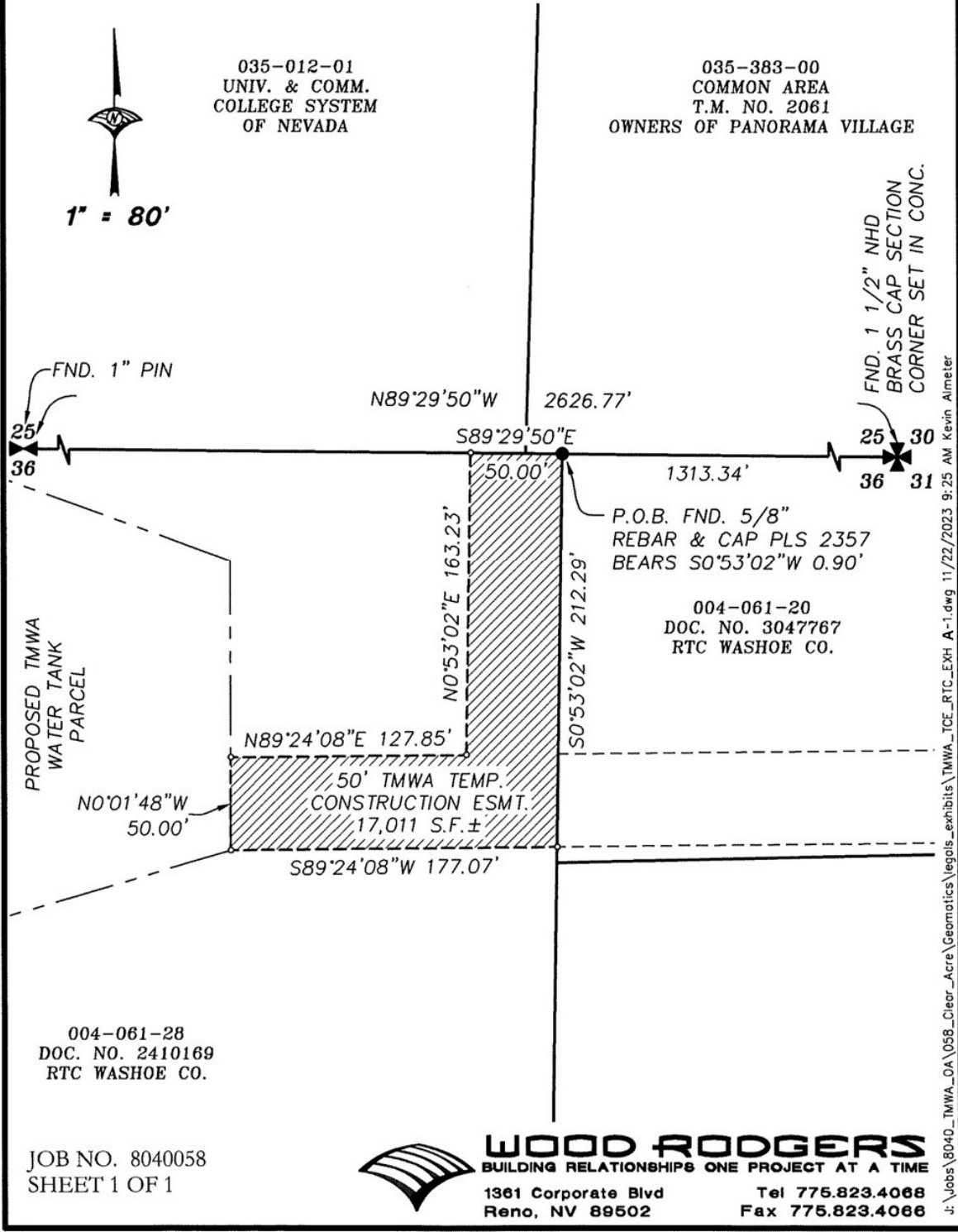
TMWA TEMP. CONSTRUCTION EASEMENT
 BEING A PORTION OF THE NE 1/4 OF SECTION 36
 TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.
 RENO WASHOE COUNTY NEVADA



1" = 80'

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

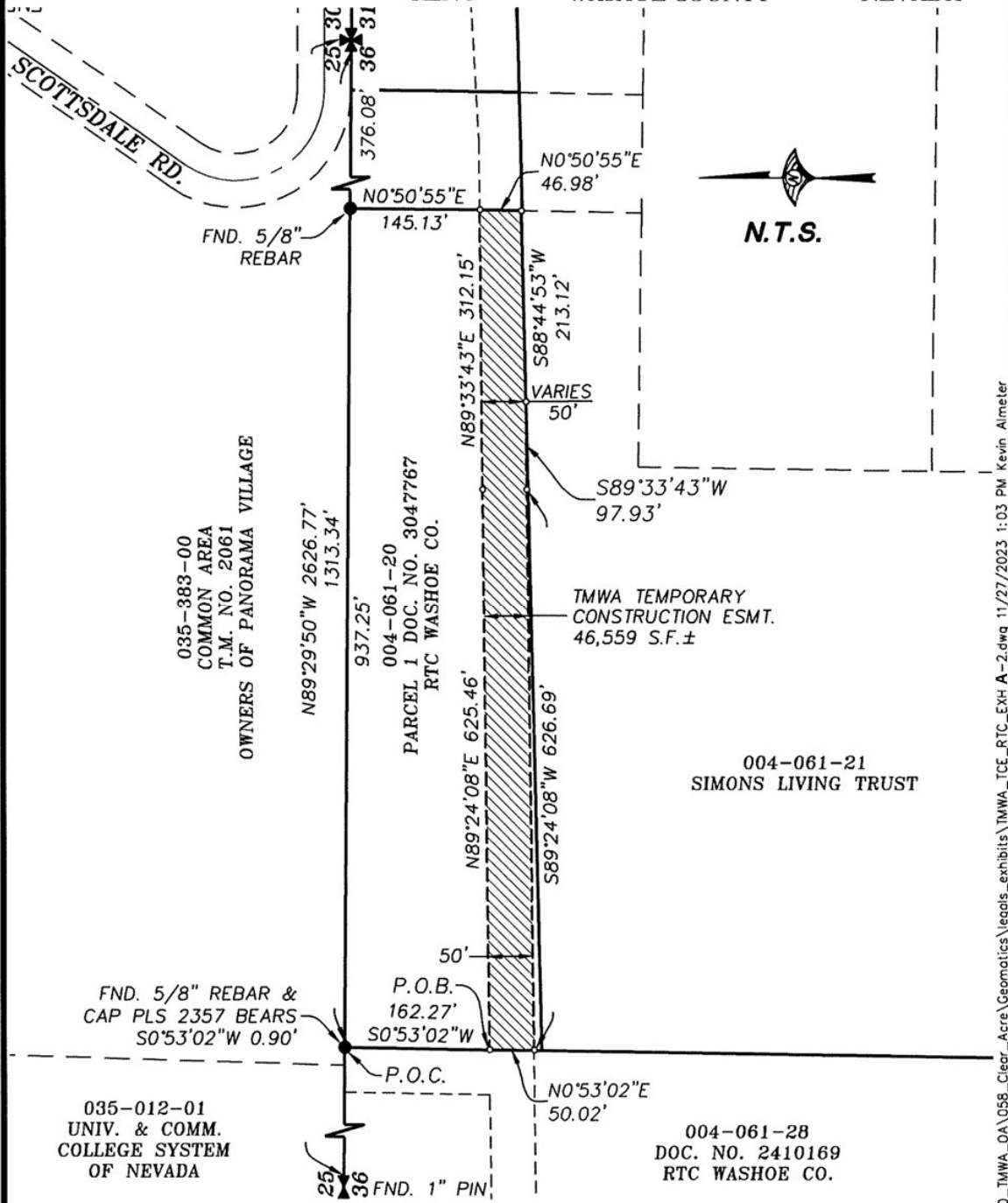
1361 Corporate Blvd
 Reno, NV 89502

Tel 775.823.4068
 Fax 775.823.4066

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EXHIBIT 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



SCOTTSDALE RD.

035-383-00
 COMMON AREA
 T.M. NO. 2061
 OWNERS OF PANORAMA VILLAGE

035-012-01
 UNIV. & COMM.
 COLLEGE SYSTEM
 OF NEVADA

004-061-20
 PARCEL 1 DOC. NO. 3047767
 RTC WASHOE CO.

004-061-21
 SIMONS LIVING TRUST

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 775.823.4088 Fax 775.823.4066

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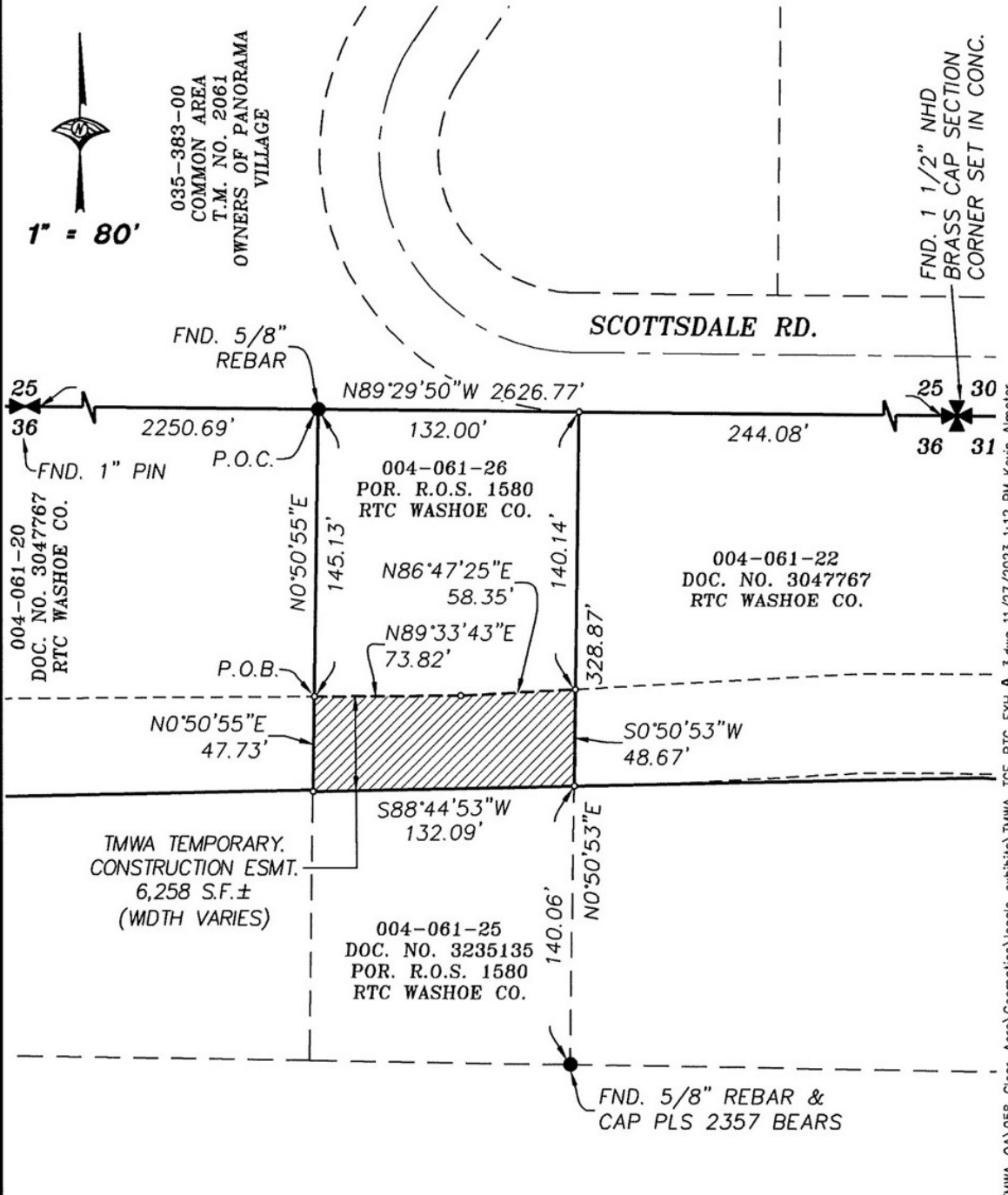
EXHIBIT A-3
 PLAT TO ACCOMPANY

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.



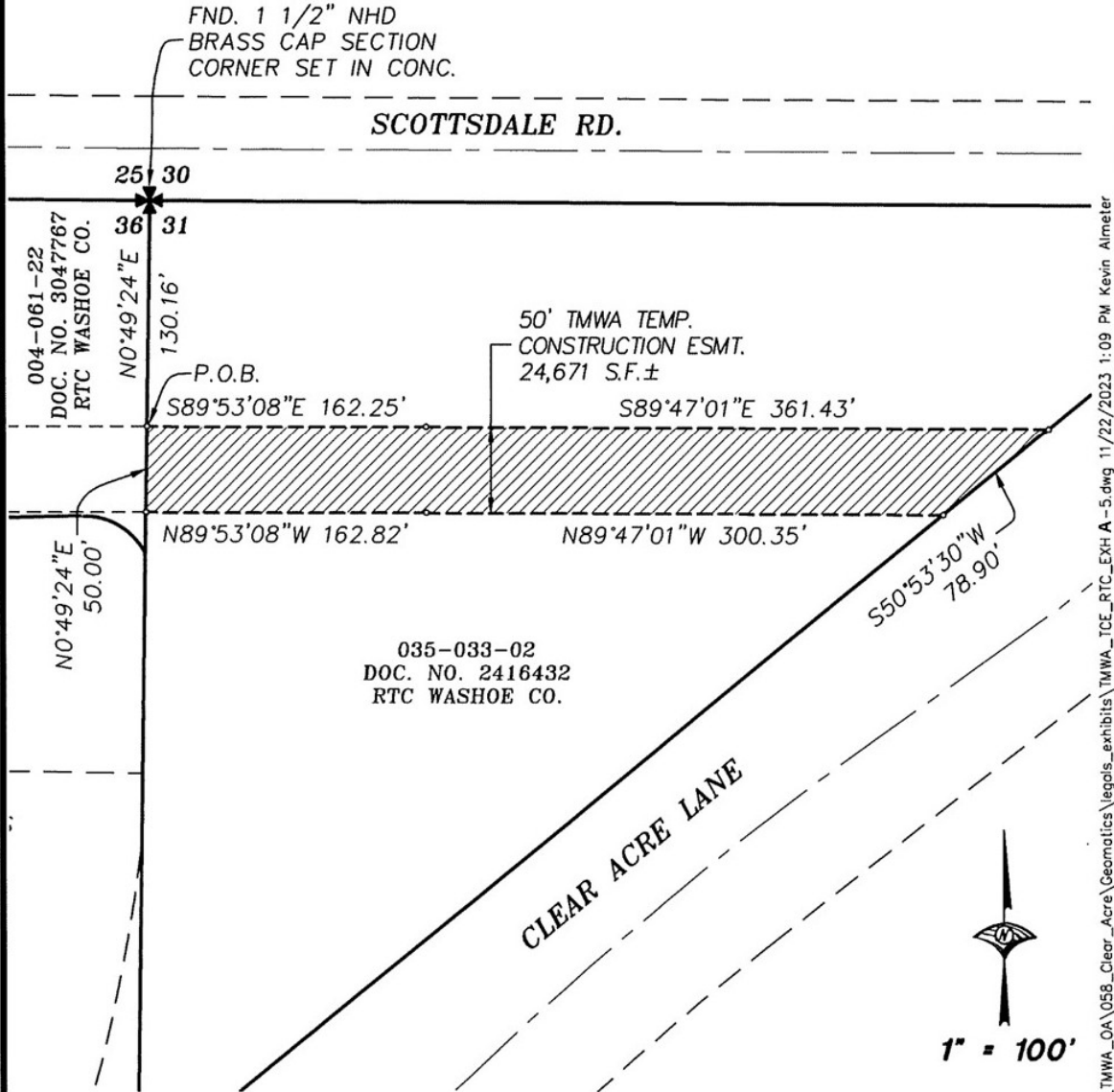
JOB NO. 8040058
 SHEET 1 OF 1

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Blvd
 Reno, NV 89502
 Tel 775.823.4068
 Fax 775.823.4068

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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

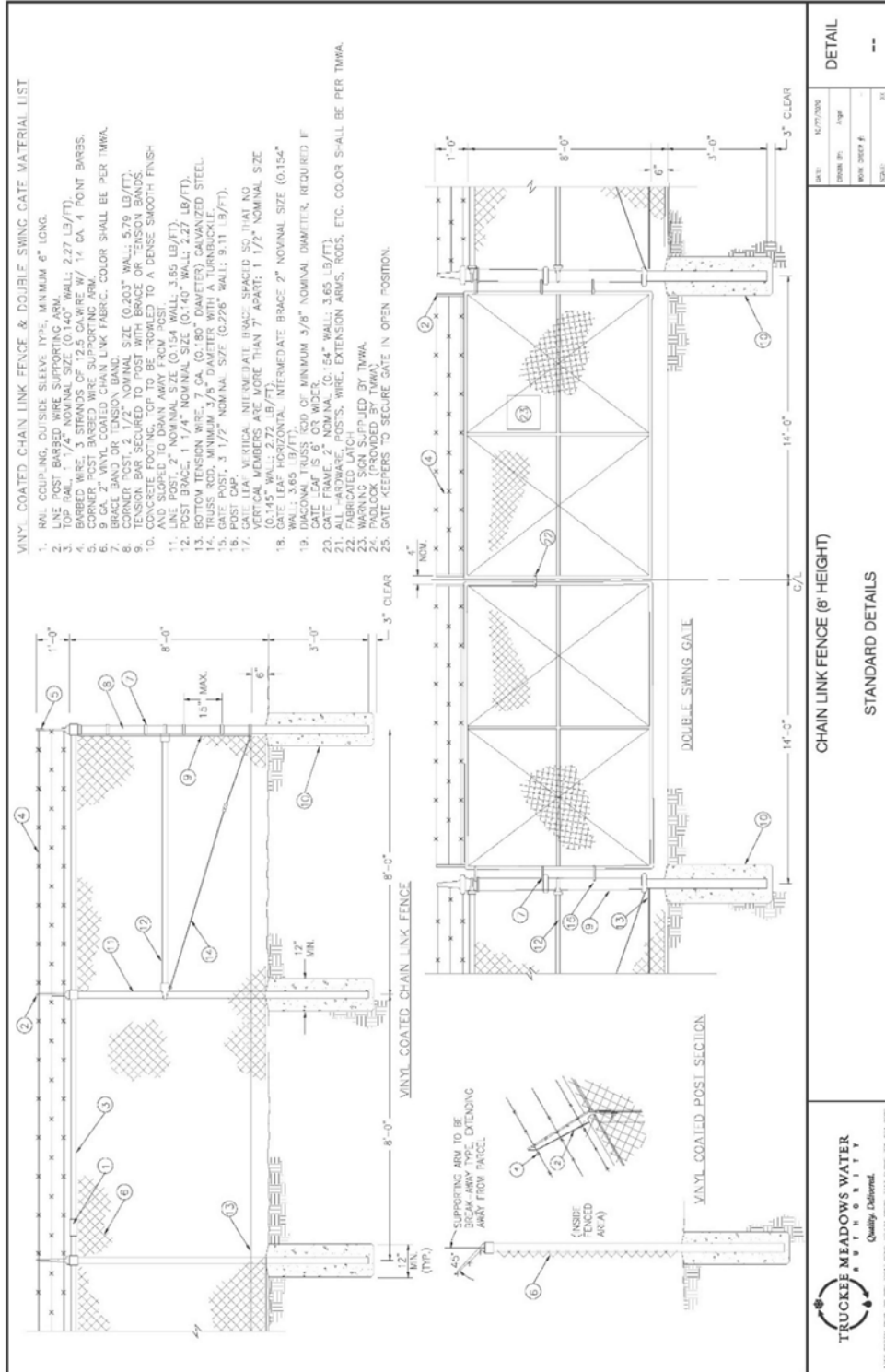


WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Blvd Reno, NV 89502
 Tel 775.823.4068 Fax 775.823.4066



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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° 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 “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”).

RECITALS:

- 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.

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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.

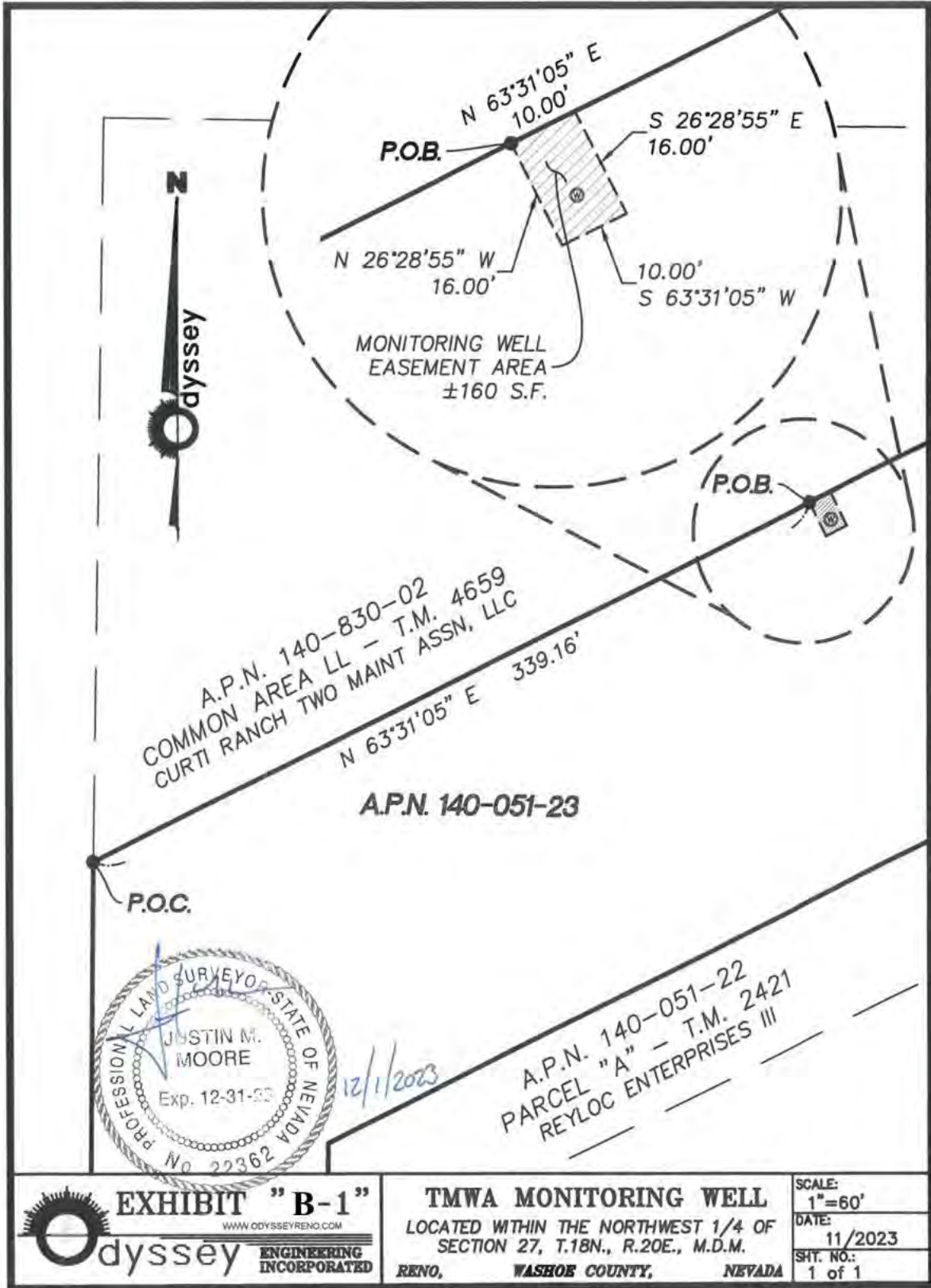
SEE EXHIBIT B-1 attached hereto and made a part hereof.

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 “K”
“Washoe County License Agreement”**

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 25th 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 Licensor's use of the License Area, excluding therefrom any act or negligence of Licensor.

3. **Term.** This License may be terminated at any time by Licensor 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 Licensor if the water related facilities are abandoned and the Licensor 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 Licensor 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 Licensor and Attorneys Fees.** Licensee agrees to protect, indemnify and save harmless Licensor, 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 Licensor. In the case of such claim, Licensee, upon notice from Licensor, shall defend such action or proceeding by counsel reasonably satisfactory to Licensor.

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. Licensor acknowledges and agrees that Licensee is self insured and that said self-insured status satisfies the requirements of this section.

8. **Condition of Premises.** Licensor 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 Licensor 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 Licensor or Licensee, or when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Licensor: 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 long 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: 2/16/2024

Agenda Item: 5.2.

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Public Hearing regarding proposed May 4, 2024 Transit Service Changes

RECOMMENDED ACTION

Conduct a public hearing on proposed service changes as recommended by the Fiscal Year 2025 Transit Optimization Plan Strategies (TOPS) document for RTC RIDE and FlexRIDE beginning on or after May 4, 2024; approve the recommended service changes.

BACKGROUND AND DISCUSSION

In July 2022, the RTC Board approved and adopted the TOPS plan and associated recommended service changes. RTC will implement the next set of service changes as indicated for the 2024 – 2025 time-period. The recommended service changes are:

- Line-of-route change for Route 13
- Extend 10-minute frequency on Virginia Line to 10pm on weekdays
- Increase Sunday midday service to 30-minute frequency on Route 21
- Update the levels of service for holidays
- Create South Meadows FlexRIDE zone

See Attachment A outlining the specifics of the above proposed changes.

The item supports the FY2024 RTC Goal, "Expand south Reno transit improvements (RIDE and FlexRIDE)."

FISCAL IMPACT

The proposed changes for RIDE represent an approximate annual increase of 3% in revenue hours primarily due to increases in the number of trips per hour. Changes to FlexRIDE will also have a budget impact to be determined based upon the level of ridership.

PREVIOUS BOARD ACTION

2/24/2023 Conducted a public hearing on potential service and fare changes as recommended by the FY 2023-2027 Transit Optimization Plan Strategies document for RTC RIDE, RTC REGIONAL CONNECTOR, FlexRIDE, and other transportation programs; approved the recommended service and fare changes.

ATTACHMENT A – PROPOSED SERVICE CHANGES

The following outlines the specifics of the above noted changes:

Route modifications:

Route 13:

- Adjusts the outbound line-of-route by taking a right hand turn from Grove Street onto Kietzke Lane then taking a left turn on Linden Street and another left turn onto Harvard Way.
 - Increases safety for drivers and riders by utilizing roads better able to accommodate bus turning visibility.
 - This change was proposed by the Keolis Safety Team



Figure 1 Route 13 Line of Route Change

Route 21:

- Increase the Sunday service level to 30-minute frequency from the current 60-minute frequency during the mid-day hours.
 - Improves access to the shopping, employment, and medical centers along the route according to ridership demands.
 - This will change the schedule times for this route.

Virginia Line:

- Extend the service level to 10-minute frequency from 7pm to 10 pm.

- Improves access to meet ridership demands
- This will change the schedule times for this route.

FlexRIDE Adjustments

In an effort to continue improving public transit service to the southern portion of the City of Reno, RTC will be expanding the FlexRIDE service by creating a new zone to include the South Meadows area. This zone will provide transit service primarily east of the current Route 56 and will include points of interest such as the South Valleys Regional Sports Complex, UNR Redfield Campus, Damonte Ranch Town Center, Northern Nevada Sierra Medical Center and Walmart South Meadows. Furthermore, Meadowood Mall will be a connection point between the Damonte/South Reno FlexRIDE zone and the RTC Ride service. This zone will be incrementally expanded as demand and resources increase.

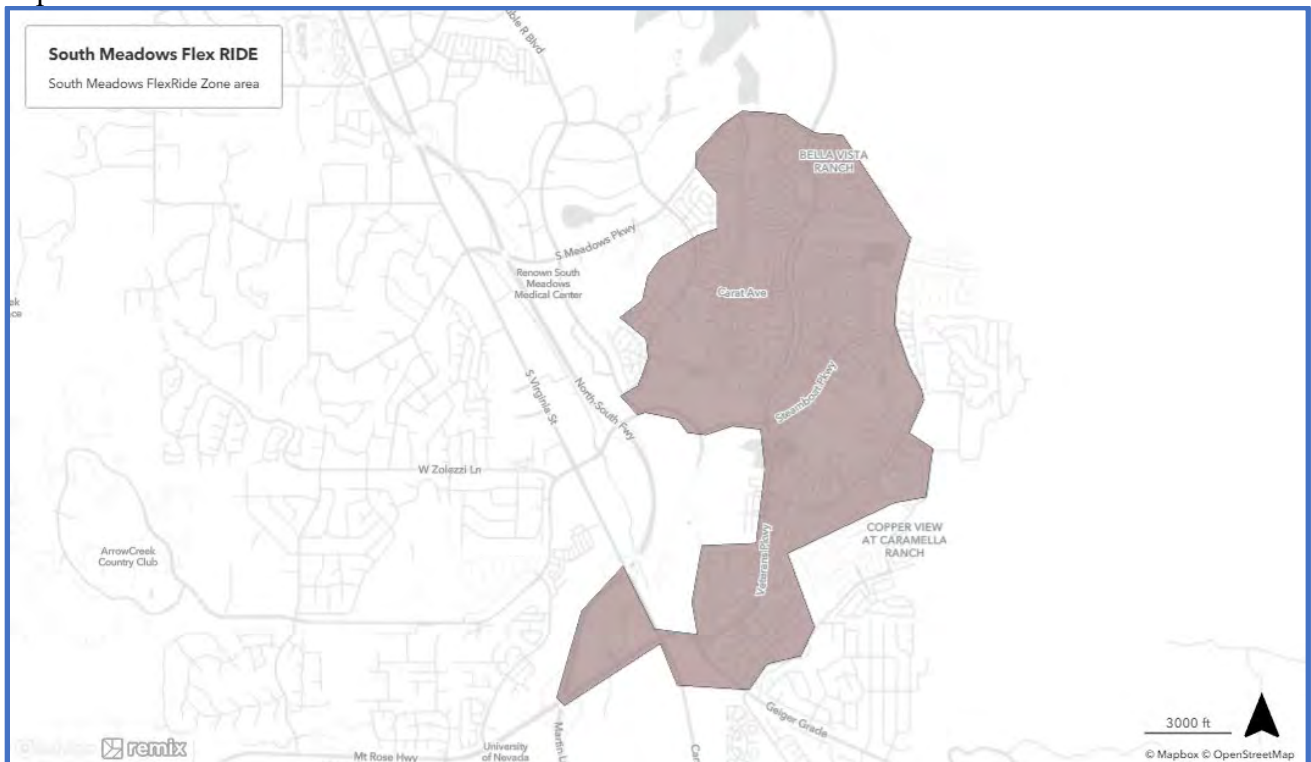


Figure 2 Proposed South Meadows FlexRIDE zone

Adjustments to Holiday Levels of Service

Staff has reviewed ridership during previous holidays and proposes adjustments to the levels of service to better reflect expected ridership on those days.

Figure 1: Level of Service Table

Holiday	Current Level of Service	New Level of Service
Indigenous People’s Day	Saturday	Normal Weekday Service
Nevada Day	Saturday	Normal Weekday Service
Veteran’s Day	Saturday	Normal Weekday Service
MLK Jr. Day	Sunday	Saturday
Labor Day	Sunday	Saturday
Family Day	Sunday	Normal Weekday Service

Meadowood Mall Bus Bay Assignment

As part of RTC’s on-going effort to provide an easy to navigate service, staff will be creating dedicated bus bays for all routes utilizing the station. Signage to assist passengers at the Meadowood Mall transfer station will be created so that riders are better able to navigate to their bus accurately.

Title VI Analysis – Service Changes

FTA Circular 4702.1B requires that recipients of federal transit funds prepare service equity analyses for proposed major fixed route service changes. RTC policy identifies a major service change as:

- A reduction or increase of 10% or more of system-wide service hours
- The elimination or expansion of any existing service that affects:
 - 25% or more of the service hours of a route or
 - 25% or more of the route’s ridership (defined as activity at impacted bus stops).

The route changes which are proposed do not meet the threshold of a major service change as defined by RTC policy so a full Title VI analysis was not conducted. However, the proposed changes are increases in service to routes which have been identified under FTA policy as minority routes. As such, analysis of these changes should result in an increase in total, minority, and low-income people trips and are to be considered an overall increase in service which comparatively benefits minority and low-income populations.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 6.1.

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Executive Director Report

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 6.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report Discussion

RECOMMENDED ACTION

Monthly verbal update/message 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/16/2024

Agenda Item: 6.3.

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 - 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.
