

**Location:**



**REGIONAL TRANSPORTATION COMMISSION**  
**1105 Terminal Way, 1<sup>st</sup> Floor Great Room, Reno, NV**  
**Date/Time: 9:00 A.M., Friday, October 18, 2024**

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

- I. The Regional Transportation Commission Great Room is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: [www.rtcwashoe.com](http://www.rtcwashoe.com).
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: [bit.ly/RTCWashoeYouTube](https://bit.ly/RTCWashoeYouTube)
- III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public that would like to provide presentation aids must bring eight (8) hard copies to be distributed to the Board members at the meeting. Alternatively, presentation aids may be emailed, in PDF format only, to [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com) prior to 4:00 p.m. on the day preceding the meeting to be distributed to the Board members in advance of the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: [rtcpubliccomments@rtcwashoe.com](mailto:rtcpubliccomments@rtcwashoe.com); or (2) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- V. The supporting materials for the meeting will be available at <https://rtcwashoe.com/news/board-meeting-notes/>. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com).

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**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 09/20/2024 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 monthly Planning Activity Report. (For Possible Action)
- 4.2.3 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (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 Community Outreach and Media Activity Report. (For Possible Action)

#### 4.3. Planning Department

- 4.3.1 Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2025. (For Possible Action)

#### 4.4. Engineering Department

- 4.4.1 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, and a temporary construction easement interest on, portions of APN 013-052-26 from Mill Street, LLC, which are needed to construct the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.4.2 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, and a temporary construction easement interest on, portions of APN 013-081-29 from Golden Valley Holdings, LLC, which are needed to construct the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.4.3 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, and a permanent utility easement and a temporary construction easement on, portions of APN 013-082-16 from South Revocable Trust, which are needed to construct the Mill Street Capacity and Safety project. (For Possible Action)
- 4.4.4 Approve a contract with Eastern Sierra Engineering, P.C. (ESE) to provide engineering services for the 7th Street, 6th Street and West Street Pavement Rehabilitation Project, in an amount not-to-exceed \$482,840. (For Possible Action)
- 4.4.5 Approve a contract with DOWL, LLC for design services and engineering during construction for the White Fir Rehabilitation Project, in an amount not-to-exceed \$725,667. (For Possible Action)
- 4.4.6 Approve a contract with Jacobs Engineering Group, Inc., to provide engineering services for the Moya Boulevard Safety & Capacity Project from Red Rock Boulevard to Echo Avenue, in an amount not-to-exceed \$2,682,506. (For Possible Action)
- 4.4.7 Approve a contract with CA Group, Inc. for construction management services related to the Arlington Avenue Bridges Project, in an amount not-to-exceed \$2,898,475. (For Possible Action)
- 4.4.8 Approve a contract with Nichols Consulting Engineers, CHTD, for the 2025 Pavement Condition Data Collection Project, in an amount not-to-exceed \$221,583. (For Possible Action)

4.5. Public transportation/Operations Department

- 4.5.1 Approve an update to the RTC Safety Management System Plan (Safety Management Plan) as required by 49 C.F.R. Part 673 and Federal Transit Administration (FTA) General Directive 24-1. (For Possible Action)

**5. Discussion Items and Presentations:**

- 5.1. Receive an update on future plans for improvement at 4th Street Station for discussion and possible direction. (Informational Only)

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

- 6.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action taken.
- 6.2. Monthly verbal update/messages 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 or designated NDOT Deputy Director - 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)**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item: 4.1.1**

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

**SUBJECT: Draft Meeting Minutes for 09/20/2024**

**RECOMMENDED ACTION**

Approve the meeting minutes for the 09/20/2024 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.

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**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**9:00 A.M.**

**September 20, 2024**

**PRESENT:**

**Ed Lawson, Mayor of Sparks  
Alexis Hill, Vice Chair, Washoe County Commissioner  
Mariluz Garcia, Washoe County Commissioner  
Hillary Schieve, Mayor of Reno (Via Phone)  
Bill Thomas, RTC Executive Director  
Adam Spear, Legal Counsel  
Sajid Sulahria, Deputy Director of NDOT**

**ABSENT:**

**Devon Reese, Reno City Council  
Tracy Larkin Thomason, NDOT Director**

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

***Item 1        CALL TO ORDER***

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Special Recognition
  - 1.3.1 Receive Report from the Federal Highway Administration (FHWA) regarding the 2024 RTC MPO Certification Review – Alexander Smith

Graham Dollarhide, Planning Manager introduced Alex Smith of the Federal Transit Administration who will be giving a report on the 2024 final report from the FHWA, Federal Highway Administration, and Federal Transit Administration regarding the federally required Transportation Management Area Planning Certification Review, which was conducted from December 2023 to January 2024.

Alex Smith, Federal Transit Administration, our team includes Marion Nguyen, FTA Planning Director, Mervin Acebo, FTA, Bryan Weber who represents the Nevada Division of FHWA and me.

Every four years the FTA and FHWA are required to conduct a planning certification review and we're happy to report that there were no corrective actions. There were a couple of recommendations that you can see in the report, but in general, we found that the RTC was in full compliance. Thank you for inviting us to present this information, and again, no corrective actions were found, which is great. Overall, projects are being delivered on time and under budget which is pretty rare, so congratulations on that.

## *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.

Britton Griffith for the record, I am here today as the president of the Riverwalk District. We are really excited to work with you all for the two bridges that are upcoming. We were with the Regional Alliance for Downtown and Riverwalk District when we did the Virginia Street Bridge. So, now we think we have a lot better programming behind us, and we're really excited to work with you all for probably next 5 to 10 years honestly, for those two bridges. I just wanted to let you know that we're here for support and we've met with Granite Construction for outreach and getting those businesses on track and just making sure that we flow together as a community and keep those corridors open even though our bridges are down. So, thank you so much, and again, I look forward to reaching out with you guys for outreach for those two locations and the entire district as a whole.

Mac Rossi, I'd like to address two pending projects that RTC has been involved in. One project is North McCarran and Keystone Leadership for a traffic light, which has been in the making for nine years. There are 800 residents that are depending on this project to be completed to be safe for them to leave their homes. RTC has been the main coordinator with the Art and Design, NDOT and the City of Reno. The project has been implemented to complete this summer and summer is almost gone. What can Artsy do to keep this ball rolling on this project? The second project is moving the bus stop 100ft at North McCarran and Seventh Street. This project has been in the works for six years. This bus stop is not ADA approved. It is located on the right hand lane of Seventh Street where the bus actually stops. The project was implemented to be completed this summer. It appears that very little supplies are needed because the bus stop structure is already there and just needs to be moved. What I'm asking is, is there a chance that these projects can be completed soon? Thank you.

Dora Martinez, I'm here today because of my concern regarding the new bid for ACCESS riders. These are people with disabilities who get to go through a process to be eligible for the door to door service. Some of the riders, like myself, are blind and some have Alzheimer's, most of them because they're elderly and most of them are in the sheltered workshops. These are young people to old folks who have developmental disabilities. Our concern is that the next bidding, is that our ADA buses that are door to door is going to be picking up the general public that are doing FLEX. We are concerned for the safety of our peers who are developmentally disabled, who will be riding with the general population, whether they are drunk, under the influence or just people that will make fun of my peers, because I'm just going to be very blunt, we don't look like everybody else because we have disability. Mental health is really important and these people with developmental disabilities, when they go on the RTC ACCESS bus, that is their safe place. They like the driver. They know the driver. The driver treats them better than some of their caregivers. And this is true. And I say it from the heart because I ride the bus and I hear what's going on. So, I urge you, and I know that one of the emails that I got from one of the RTC staff is they say you guys are doing this to save money and time, but what about our safety? What about the safety of the drivers and the safety of people who are vulnerable and people who, like me can't see and if somebody's, like, groped me or groped somebody else who has a developmental disability, the safety factor got to be before you guys implement this trip. And that's not fair, because we're going to be waiting in the bus more because the general public has to be dropped off first. So, when the driver walks a

developmentally disabled person to their door and there's other people on the bus who's going to watch the general public and make sure that the developmentally disabled person is safe on the bus with the general population. This is why we have ADA paratransit for people like me and others. I hope you all take that into consideration. One more thing. Um, I got an email from Josh, your awesome public information person who is going to do the bike, um, project and I want to attend, but I'm not sure if it's accessible, And I hope that when you guys implement these things that you consider people with disabilities, because we are here and we want to be, um, uh, explore our beautiful, our beautiful city.

Dora Martinez, via email, received 9/19/2024 at 2:49 p.m. I'm writing to urge you to address the alarming concerns surrounding RTC ACCESS services. As a constituent and advocate for the Nevada Disability Peer Action Coalition, I've witnessed the devastating impact of systemic ableism on our community. The upcoming RTC ACCESS driver bids reveal a disturbing trend: more flex drivers than ADA paratransit drivers. This results in delayed pickups, longer ride times, and compromised safety for people with disabilities. RTC ACCESS drivers undergo specialized training to assist and transport individuals with disabilities safely and compassionately. However, transferring experienced drivers to flex routes jeopardizes this critical service. This decision will have severe consequences: Late arrivals for medical appointments, work, school, and social engagements; Increased stress and anxiety for individuals with disabilities; Potential health risks due to prolonged wait times and inadequate support. I'm deeply concerned about the proposed integration of general public transportation with ADA services. This poses significant safety risks for individuals with developmental disabilities, Alzheimer's, and other conditions. Questions remain: Will drivers have discretion to reject flex ride requests due to safety concerns? What safety precautions has RTC ACCESS implemented to protect vulnerable riders? I implore you to: 1. Address the systemic ableism perpetuated by RTC ACCESS management. 2. Ensure adequate ADA paratransit services, prioritizing trained and certified drivers. 3. Establish clear safety protocols for integrated transportation. People with disabilities deserve equal access and respect. We will not be treated as second-class citizens. Contact Geo and RTC ACCESS managers to express your concerns.

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

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

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

Vice Chair Hill pulled Item 4.5.4. for clarification.

On motion of Vice Chair Hill to approve the remaining consent items, with the exception of Item 4.5.4, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered the remaining consent items be approved.

#### **4.1    Minutes**

- 4.1.1 Approve the meeting minutes for the 08/16/2024 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 monthly Planning Activity Report. (For Possible Action)
- 4.2.3 Acknowledge receipt of the monthly summary report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (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 Planning**

- 4.3.1 Approve the Regional Freight Plan. (For Possible Action)
- 4.3.2 Approve the Active Transportation Plan: Walk and Roll Truckee Meadows. (For Possible Action)
- 4.3.3 Approve a contract with Alta Planning + Design, Inc., for consulting services on Neighborhood Network Plans 1 & 2, in an amount not-to-exceed \$177,890. (For Possible Action)

## **4.4 Engineering Department**

- 4.4.1 Approve a contract with Lumos & Associates, Inc., to provide engineering services for the Prater Way Rehabilitation Project from Pyramid Way to Stanford Way, in an amount not-to-exceed \$629,290. (For Possible Action)
- 4.4.2 Approve a contract with Lumos and Associates, Inc., for design and engineering during construction services related to the 2025 Preventive Maintenance Project, in an amount not-to-exceed \$982,155. (For Possible Action)
- 4.4.3 Approve a contract with AtkinsRealis USA, Inc., for design and optional engineering during construction services for the Signal Pole Standards Evaluation Project, in an amount not-to-exceed \$141,530. (For Possible Action)
- 4.4.4 Approve an administrative settlement in the amount of \$87,821 authorizing RTC to acquire certain property interests related to APN: 012-171-18 & 19 from Gould Properties, LLC, for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.4.5 Approve an administrative settlement in the amount of \$100,867 authorizing RTC to acquire certain property interests related to APN: 012-171-05 from Mill Street Management, LLC, for the Mill Street Capacity and Safety Project. (For Possible Action)

## **4.5 Public Transportation/Operations Department**

- 4.5.1 Approve the purchase of two (2) Chrysler Pacifica ADA Accessible Minivans from Model 1 Commercial Vehicles (formerly Creative Bus Sales) utilizing the State of Nevada Fleet Vehicles Procurement Contract No. 99SWC-S1495, for an amount not-to-exceed \$174,984. (For Possible Action)
- 4.5.2 Approve the purchase of six (6) 2023 Ford Escapes from Corwin Ford, Reno utilizing the State of Nevada Fleet Vehicles Procurement Contract No. 99SWC-S1495, for an amount not-to-exceed \$188,419.50. (For Possible Action)
- 4.5.3 Approve a Sale of Equipment Contract with Air Products and Chemicals, Inc., for Phase II of the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project which



will increase the refueling capacity of the hydrogen fueling station, for a total not-to-exceed amount of \$1,068,582. (For Possible Action)

- 4.5.4 Approve Amendment #4 to the contract for operation and maintenance of fixed-route transit services with Keolis Transit Services, LLC, to increase the Service Hour Rate for normal service and special/extra service in years two and three of the first option term to \$103.79 in FY25, and \$109.61 in FY26, and increase the Fixed Monthly Payment in years two and three of the first option term to \$307,831 in FY25 and \$316,166 in FY26. (For Possible Action)

Jim Gee, Director of Public Transit, this agenda item amends our contract with Keolis to provide extra funds on both a fixed monthly account, a fixed monthly basis, and an hourly basis. The contract has a provision which allows Keolis to request an increase in costs based upon financial conditions. Myself and our CFO have met with Keolis three times to go over those financial conditions and are satisfied that the requirements of the contract have been met, and that there is a need to amend the contract to increase the costs. Some of the issues that Keolis has seen is increases in labor rates, increases in materials and supplies specifically because of older buses needing to be run due to parts availability for our battery electric busses. Also, inflation, especially with liability insurance and increased insurance costs, the financial impact of this resolution is about \$4.5 million a year at present service levels. I would make sure to emphasize that RTC does control the service levels. It does control the final amount of the contract, but at this time, we have no plans to modify those service levels at all.

Vice Chair Hill, thank you for the clarification. Just on some of the supplies and equipment, I was wondering, is Keolis responsible for putting up the barrier between the driver and the riders for safety, or is that something that we do? Also, tell us how much of the \$4.5 million is due to labor costs.

Jim Gee, Director of Public Transit, great question, on our newer vehicles, there is a barrier that is installed at the factory to protect the driver, and it's a hard Plexiglas shield that is fitted directly into the vehicle and is customized for each different type of vehicle. That is at RTC's cost for our older vehicles. We are receiving pricing now and we have two quotes and are still waiting for one more to retrofit the rest of our vehicles so that that barrier is there on 100% of our vehicles. It takes a while to get those quotes, but the cost to RTC should be right around \$100,000, and we're going to proceed as soon as we get the third quote. The labor costs are about two-thirds. The liability and insurance is about a million and then the rest of it is materials and supplies.

On motion of Vice Chair Hill to approve Item 4.5.4, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered that Consent Item 4.5.4 be approved.

***Item 5 PUBLIC HEARING***

- 5.1 Conduct a public hearing regarding approval of Amendment No. 4 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 4 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP). (For Possible Action)
- a. Staff Presentation
  - b. Public Hearing
  - c. Action

Graham Dollarhide, Planning Manager, the RTIP document is a federally required program of scheduled and fiscally constrained transportation improvement projects, designed to achieve the region's goals and objectives as established in the Regional Transportation Plan, or RTP, by advancing prioritized projects to the programming phase. Inclusion in the RTIP is one of the necessary steps in making a project eligible for federal funding, and the RTIP includes all federally funded or regionally significant transportation projects, regardless of funding source and carried out by any agency within the MPO boundary.

The current version of the RTIP is the FY 2023 to 2027 RTIP, which was adopted in August of 2023. It has since been amended three times, beginning with the first one in November of 2023 and twice this calendar year in January and June. The proposed amendment represents the fourth amendment to this document, and this is required to help facilitate the Nevada Department of Transportation or NDOT's STIP adoption.

This presentation covered new projects and projects with proposed changes for the following:

- U.S. 395 North Valleys Golden Valley Phase 2 Project
- G-751 Bridge Replacement Project
- I-80 East Widening Project
- Frontage Road FRWA51 Enhanced Safety Improvements Project
- The I-580 Bowers to Mount Rose Highway Preservation Project
- I-80 Verde Bridge Replacements Phase 1
- State Route 667 Kietzke Lane, from South Virginia Street to Plumb Lane and State Route 653 Plumb Lane from Kietzke Lane to Terminal Way Project

The proposed amendment will, as usual, require layers of approval from the RTC Board, the State, or NDOT, and the FHWA and FTA. The public comment period was noticed through standard channels, including the RTC website and a Spanish language newspaper, and was open from August 20th 8th to September 17th. The process also involves review by RTC's advisory committees and a public hearing during today's meeting. I would also like to point out that both the RTC's, CMAC and TAC comments related to the I-80 East widening project indicated a preference for multimodal options. Summary of CMAC and TAC comments are provided as part of the agenda packet. The TAC did recommend approval of the proposed Amendment, and it was not an action item for the CMAC.

The Citizens Multimodal Advisory Committee sought multimodal options for this project in parallel to some of the things that RTC has as alternative mode options currently in place, such as vanpools that go out to the Tri Center. We are also in the middle of a review process of proposals submitted through an RFP calling for a passenger rail study. NDOT has recently awarded some federal funding for the Tahoe Pyramid Trail to complete sections of that trail east of Vista Boulevard. RTC also is helping lead formation and establishment of a Transportation Management Association (TMA) out at the Tri Center, which will hopefully provide additional funding and options that will help people get out there. That's in addition to existing employer, employee or employer shuttles that currently run as well. These address some of the comments that we received from the Air Quality Management Division.

Chair Lawson opened the floor to public comment on Item 5.1 being a public hearing. Seeing none, he moved to action. On motion of Vice Chair Hill to approve Item 5.1, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered that Item 5.1 be approved.

**Item 6            REPORTS (Informational Only)**

**6.1    RTC Executive Director Report**

1. I am very happy to announce that the RTC was successful in our Safe Streets and Roads for All Grant Application.
  - The FHWA is awarding a 1.2 million-dollar planning grant to develop a Comprehensive Safety Action Plan. We will use advanced data collection to make safety improvements in targeted areas of the Truckee Meadows – specifically for vulnerable road users like pedestrians and cyclists. Thank you to Jeremy Lattin, Graham Dollarhide and the team for the great work on the application.
2. As you know, the Davis Fire caused a lot of hardship in our community, this month.
  - On September 7<sup>th</sup>, MTM provided six ACCESS buses to evacuate patients from Neuro-Restorative. They used three of those buses to transport six wheelchair-bound patients and some of their caretakers to Renown Regional Medical Center. Keolis provided four RIDE buses. Luckily, they weren't needed. Then last Wednesday, we expected some serious fire conditions – so MTM made all 17 ACCESS buses available for evacuations. Keolis provided three RIDE buses – and Tahoe Transportation District offered to provide any of their buses if needed. The fire stayed put and we did not have to evacuate anyone. Thank you to Jamie Borino, MTM, Keolis, and TTD for providing this very important community service.
3. The RTC recently joined several other MPOs from Nevada, Arizona, Utah, Colorado, and Idaho to sign a letter to the EPA's Office of Air and Radiation.
  - The letter requests a study to show why our region is not experiencing decreasing ozone concentrations. Some cities are even seeing an increase despite significant emission reduction policies. The Intermountain West has unique challenges in meeting the current 2015 8-hour Ozone National Ambient Air Quality Standard – so we hope a study will develop a much-needed understanding of the science behind observed ozone concentrations. The EPA is reviewing its standard and there is a concern that stricter regulations could compound the attainment challenges for ozone that the Intermountain West is already facing, that are outside of our control.
4. The RTC was happy to participate in Senior Fest a few weeks ago.
  - The event was at the Reno Town Mall. We provided a RIDE bus and a FlexRIDE cutaway for the event. Thank you to Susi Trinidad, Judy Velez, and Ruby Barrientos for setting up a table to provide information to our seniors about transportation options.
5. Please, join me in welcoming Thomas Tsunemoto to the RTC team.
  - Thomas started his new job as our new Planner Monday. His focus is on Geographic Information Systems. Thomas has a degree in Environmental Science with an emphasis in Ecological Restoration and Conservation Specialization from the University of Nevada, Reno. He comes to us from a local company called U.E.S – McGinley and Associates as a G.I.S. Specialist and Environmental Planner. He also contributed to conservation and sustainability projects regionally and internationally. That includes a BLM Seeding Project in Red Rock Canyon National Conservation Area, restoration field work with the Great Basin Institute and the establishment of a recycling center in Kenya. Welcome, Thomas! We look forward to your success here at the RTC.
6. Congratulations to Bryan Byrne on his one-year anniversary at RTC.
  - Bryan is one of our Project Managers in the Engineering Department. He hit the ground running by taking over some of our biggest projects including the Lemmon Drive, Arlington Avenue Bridges, and Sierra Street Bridge Projects. Thank you for your hard work!
7. The MTM Employee of the Month for August is Debbie Corridori.

- Debbie has been part of the team for two years and is now joining the ranks of BTW trainer. She has personal and professional experience in assisting elderly and disabled people. Combine that with her love of driving and helping people – and this is a perfect match. Outside of work, she hustles the pool table and rides her Harleys. Her newest addition is a Fat Boy Soft Tail. Debbie has two daughters and two grandkids, spread between Fernley and California. Thank you for your contribution, Debbie. We look forward to having you on the training team.

8. Victor Echeverria is the Keolis Driver of the Month for August.

- His accomplishments in August consist of 96-percent on-time performance, zero preventable accidents, and no customer complaints. Victor is originally from Los Angeles and has worked as a bus operator for Ride since September of 2023. Some Victor’s hobbies are fishing, hunting, and hiking.

## 6.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer. The federal fiscal year ends September 30th. Neither the House nor the Senate have taken action on all of the appropriations bills. Speaker Johnson does want to propose a six month extension of the current funding, but he also wants to add a voter registration bill. It doesn't sound like the Senate would want anything to do with that, so they would oppose its inclusion. Neither party wants a government shutdown before the election, so we expect Congress to fund all federal agencies through mid-December. We are finalizing our Reconnecting Communities grant application for Sun Valley Boulevard. That's due September 30th, and we're asking for \$40 million to improve the corridor. We're also working closely with NDOT and the County on this project. USDOT has published a notice of proposed rulemaking on accessibility standards for pedestrian facilities. These rules would only apply to new construction and alterations of transit stops in the public right of way. DOT is accepting comments on the proposal through Monday and that's my report.

## 6.3 NDOT Director Report

NDOT Deputy Director Sajid Sulahria gave a presentation and gave a summary on the following topics:

- 2024 Traffic Safety Issues for Washoe County
- The Davis Fire Responsiveness
- U.S. 395 North Valleys Update
- Improvements coming to Interstate 80, West Reno
- September’s Community Events

## *Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES*

Commissioner Garcia, I wanted to say thank you to NDOT for being such a great partner with Washoe County and RTC on the Reconnecting Communities Pilot grant for the Sun Valley Community Gateway project. I can't tell you how much that means to us. I have my fingers and toes crossed for that federal funding to come through. It's very much needed. So, thank you so much. Also, our team at RTC did a great job yesterday at the Eden Board meeting at 7:30 in the morning. They came to present on Vanpool and it was such a great presentation because they got in front of all of these large employers in the region and really highlighted how impactful this vanpool option is for the whole region and getting, you know, 300 vehicles on the I-80 corridor out

to TRIC on an annual basis. I just wanted to commend the team for getting out and spreading the great word on that specific option for community members.

Vice Chair Hill, regarding the Multimodal on the I-80 Corridor, I know before Janet Phillips passed away, I was trying to help her get some easements for that connection. I heard that their engineer did get approval on that finally, but it would be great to get an update from the Tahoe Pyramid Bikeway Group and DOT to see how we can support those connections. Additionally, I commend the team on the MPO Certification Review Commendation on Transit Planning. I think we need to get word out to the community and maybe do a presentation on why we received that, because I hear from community members that we need to do more transit. This board has approved more transit and we've never done so much transit, but I think that it would be helpful to have an update on where we are with the TOPS Plan and where we want to go and how this board can continue to support.

***Item 8 PUBLIC INPUT***

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

Kyle Beutel, before we start, I just wanted to acknowledge Bill and Adam. They've been very helpful and generous with their time. We're here to discuss the volunteer work that we do at RTC, but we also want to inform the Board of the challenges that we're facing. We have a specific request that we're hoping the Board could consider. Over 200 Jehovah's Witnesses volunteer to assist their community at the RTC's Fourth Street Station. They come from South Lake Tahoe, Truckee, Susanville, Portola, Fallon, Fernley, Carson City, Sparks, and of course, right here in Reno. All of the volunteers use their own personal funds to travel to and from RTC to assist the community. We've been at RTC since December of 2022, roughly. Every Monday through Friday we have two shifts, three hours each. Six volunteers, which collectively over 17 months is some 12,000 plus hours of volunteer work to the community there. We've provided over 3000 pieces of literature to our community at no cost, and 230 or so people have requested additional support that we've been happy to facilitate.

The challenges that we're experiencing at RTC are safety concerns in that area of town. Our current location (red circle on presentation) exposes us to harsh weather, snow, rain, intense heat and sunshine. The current location is in the public right of way, which exposes volunteers to danger at times. That section often does not have the desired audience, it's more of a community that lingers in the area and makes it more challenging for us to reach the community that's genuinely using the transportation system.

The green circle on presentation is our request to return to the location we were prior to the revision to the Expressive Activity Permit. We feel that this would deter security issues because it's more public, there is the overhead awning, and then of course it helps us reach those genuinely using the transportation system. In conclusion, we just ask if you could please reconsider the Expressive Activity Permit to allow us to return to the requested location. Thank you all in advance.

Bill Heilig, associate with Kyle Beutel, I wanted to talk a little bit about the benefits that we as Jehovah's Witnesses bring to the community. We take a sincere interest in helping people in

practical ways. We're able to speak up to 50 different languages here in the Reno area, helping people find the right line to take and/or perhaps a ticketing purchase. We provide a really pleasant and friendly atmosphere. We demonstrate human kindness to people with warm smiles and warm greetings to people. We provide a safer environment as well, as a second set of eyes. We are trained to be very vigilant in the work that we do, so if there's any additional training, we'd love to get that as well from RTC. We help people find the ambassadors, local shelters and things like that, but not only practical help that we give to them, we encourage people to come to us to look for help when they need some encouragement, some emotional support or spiritual support. Some of the areas that we are able to help people with is that of having success within their families. Also, the area of how to manage racial hatred and prejudice and the hope for the future that things will improve permanently, and then even how we can improve our mental health. The Bible has interesting information that helps us to deal with the challenges that we face. So, what we're asking for with the RTC is to help us help people move physically from one location to another, but RTC perhaps could benefit from the example of other locations like UNR, the Reno Tahoe Airport, the cities of Reno and Sparks, and South Lake Tahoe. Some of those areas have special events, downtown events, or events like Food Truck Friday, the Century Golf Tournament, the Rib Cookoff, and Hot August Nights. We've been afforded the opportunities to present our information and to be a help to the public. Interestingly, Heavenly Valley, Palisades, the Airport have made our activity only available by permit, and we would love to be able to transparently work with RTC to make the Forest location a better, safer experience for individuals, passengers, the drivers, and our overall community. Our administrative team had success in moving from outside to the inside of the RTAA terminal on a permitted basis. We talked to Adam a couple of weeks ago about the possibility of having something similar where we could meet with you folks and mitigate those concerns and then get a permit that would allow us to do that. We hope that we can work together to bring a better experience for our community. If you have any questions or things that you'd like to ask us about afterwards we'd be more than happy to chat with you, or we can make an appointment to discuss that further. Thank you.

Francis Julian, I'm the vice president of Operations for Keolis. On behalf of Keolis as a whole, specifically our great team here, our great local team in Reno of drivers and all the management team, I really wanted to thank the RTC for the amendment to the contract. Specifically, you, Mr. Thomas, Jim Gee, Christian Schonlau and Jennifer Meyers. Thank you very much. It's very meaningful and our drivers, mechanics and all employees are really appreciative.

### ***Item 9 ADJOURNMENT***

There being no further business to come before the Board, the meeting was adjourned at 10:02 a.m.

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ED LAWSON, Vice Chair  
Regional Transportation Commission

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item:** 4.2.1

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

**SUBJECT: Procurement Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Procurement Activity Report.

**BACKGROUND AND DISCUSSION**

See attached for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## ATTACHMENT A

### PROJECTS CURRENTLY ADVERTISED

<b><u>Invitations for Bids (IFB)</u></b>	
<b>Project</b>	<b>Due Date</b>
Traffic Signal Modifications 24-01	October 2, 2024

<b><u>Request for Proposals (RFP)</u></b>	
<b>Project</b>	<b>Due Date</b>
Sixth Street for All (SS4A)	October 7, 2024
Engineering Department Program Management	October 11, 2024
Public Transit Operations and Maintenance Facility	October 15, 2024

### REPORT ON INVITATION FOR BID (IFB) AWARDS

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

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

### PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

<b>Project</b>	<b>Contractor</b>	<b>Contract Amount</b>
Shuttle Bus Lease of Two, 40 Foot Buses	Shuttle Bus Leasing	\$90,000
Annual Airtime Charges for Radios	Sierra Electronics	\$51,600
SR-2961 Reno XHE40 (6 Bus Purchase)	New Flyer of America, Inc.	\$94,823

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

<b>Project</b>	<b>Contractor</b>	<b>Approval Date</b>	<b>CO / Amend. Number</b>	<b>CO / Amend. Amount</b>	<b>Revised Total Contract Amount</b>
SR-2961 Reno XHE40 (6 Bus Purchase)	New Flyer of America, Inc.	09/25/2024	CO1	\$94,833	\$8,471,874
2024 Preventive Maintenance	Sierra NV Construction	09/04/2024	CO1	\$421,138	\$8,782,145





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item: 4.2.2**

To: Regional Transportation Commission

From: Vanessa Lacer, Planning Director

**SUBJECT: Planning Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Planning Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## PLANNING STUDIES

<b>Neighborhood Network Plans 1 &amp; 2</b>	
Marquis Williams, Project Manager	<a href="https://rtcwashoe.com/planning/active-transportation-plan/">https://rtcwashoe.com/planning/active-transportation-plan/</a>
<i>Status: Neighborhood network planning areas have been identified through the Active Transportation Plan (approved 9/2024). The project team is working to schedule community meetings for initial outreach efforts.</i>	
<b>Active Transportation Plan</b>	
Marquis Williams, Project Manager	<a href="https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/">https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/</a>
<i>Status: Plan formally adopted during September meeting. Project complete.</i>	
<b>Regional Freight Study</b>	
Marquis Williams, Project Manager	<a href="https://rtcwashoe.com/planning/regional-planning/regional-freight-plan/">https://rtcwashoe.com/planning/regional-planning/regional-freight-plan/</a>
<i>Status: Plan formally adopted during September meeting. Project complete.</i>	
<b>RTC Regional Travel Demand Model Update</b>	
Xuan Wang, Project Manager	<a href="https://www.rtcwashoe.com/mpo-reports/model2023/">https://www.rtcwashoe.com/mpo-reports/model2023/</a>
<i>Status: A base year model has been built. The project team is working on calibrating it using survey data.</i>	
<b>RTC Regional Transportation Plan Update</b>	
Xuan Wang, Project Manager	<a href="https://rtcwashoe.com/planning/regional-planning/rtp/">https://rtcwashoe.com/planning/regional-planning/rtp/</a>
<i>Status: The project team is working on developing the project listing and project prioritization.</i>	
<b>ONGOING PROGRAMS</b>	
<b>Data Collection Program</b>	
Xuan Wang, Project Manager	<a href="https://d1m.maps.arcgis.com/apps/mapviewer/index.html?webmap=06f3673e1e40454cbabb57e67b424e2">https://d1m.maps.arcgis.com/apps/mapviewer/index.html?webmap=06f3673e1e40454cbabb57e67b424e2</a>
<i>Status: Data collection started for scheduled sites. Continue to identify sites for data collection.</i>	
<b>Bicycle and Pedestrian Planning</b>	
RTC Planning and Engineering Staff	<a href="https://www.rtcwashoe.com/metropolitan-planning/">https://www.rtcwashoe.com/metropolitan-planning/</a>
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety &amp; facilities:</i>	
<ul style="list-style-type: none"><li>• Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.</li></ul>	
<b>Vision Zero Truckee Meadows</b>	
RTC Planning Staff	<a href="https://visionzerotruckeemeadows.com/">https://visionzerotruckeemeadows.com/</a>
<i>Status: Application for SS4A planning funds to update the Action Plan and High Injury Network awarded 9/5/24; a total of \$1.2 million in federal dollars will support the total project cost of \$1.5 million. Next Task Force meeting scheduled for 12/9/24.</i>	



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item:** 4.2.3

To: Regional Transportation Commission

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

**SUBJECT: Advisory Committee Report**

### **RECOMMENDED ACTION**

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

### **BACKGROUND AND DISCUSSION**

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

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

The CMAC met on 10/4/2024 and were presented with two administrative items. The first was a summary of the member appointment/reappointment process, and the list of members for approval at the October RTC Board Meeting. The second item was about the RTC commitment to accessible CMAC Meetings. This commitment helps ensure that visual content is provided in advance of meetings, and that virtual meeting participants consider accessibility during presentations and questions/answers. The CMAC members also discussed the Biggest Little Bike Network and expressed interest in providing comments to the project management team. Contact information for providing comments was shared with the Committee. The full meeting minutes can be found on the RTC website.

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The TAC meeting was canceled due to a lack of agenda items.

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:** 10/18/2024

**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.

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# RTC Engineering Monthly Report

## Active Transportation Projects

### Biggest Little Bike Network

Sara Going, Project Manager

<https://rtcwashoe.com/projects/biggest-little-bike-network/>

**Status:** The public is invited to learn more about the project and review the early stages of design on BiggestLittleBikeNetwork.com. Comments on the preliminary design will be received through October 21, 2024.

### Eagle Canyon Safety and Operations

LaShonn Ford, Project Manager

<https://rtcwashoe.com/projects/eagle-canyon-safety-and-operations/>

**Status:** The project design has reached 60% design.

## Capacity/Congestion Relief Projects

### Buck Drive Circulation

Maria Paz Fernandez, Project Manager

<https://rtcwashoe.com/projects/buck-drive-circulation/>

**Status:** Kimley Horn & Associates is the selected firm for design and construction engineering services. Ongoing coordination with City of Reno staff. Sixty percent (60%) design plans expected by the end of October. Construction is tentatively scheduled for spring 2025.

### Butch Cassidy Drive Extension

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/butch-cassidy-drive-extension/>

**Status:** Preliminary design is underway.

### Geiger Grade Road Realignment

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/geiger-grade-road-realignment/>

**Status:** RTC kicked off a feasibility study for this project in Summer 2024.

### Kietzke Lane ITS

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/kietzke-lane-its-project/>

**Status:** Project has been awarded to Sierra Nevada Construction. Construction started August 12th and will continue through mid-October 2024.

### Legends Roundabouts

Sara Going, Project Manager

<https://rtcwashoe.com/projects/legends-roundabouts/>

**Status:** The project is currently under design.

### **Military Road Capacity & Safety**

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/military-road-capacity-safety/>

**Status:** The RTC, in cooperation with the City of Reno, is in the final design phase for the project.

### **N McCarran Blvd & Pyramid Hwy Fiber**

Alex Wolfson, Project Manager

<https://rtcwashoe.com/projects/n-mccarran-boulevard-pyramid-highway-fiber/>

**Status:** Construction is substantially complete.

### **North Valleys North Virginia Street Capacity**

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/north-valleys-north-virginia-street-capacity/>

**Status:** Project just getting started and looking at early scoping and schedule items. Currently performing survey, geotechnical investigations, hydrology/hydraulics analysis, traffic modeling and preliminary engineering.

### **Pembroke Drive Capacity & Safety**

Maria Paz Fernandez, Project Manager

<https://rtcwashoe.com/projects/pembroke-drive-capacity-safety/>

**Status:** Nichols Consulting Engineers (NCE) was the selected design consultant. Preliminary design alternatives were updated to include widening to two (2) lanes in each direction. Sixty percent (60%) design plans are expected to be submitted to the City of Reno in December.

### **Pyramid Highway Operations Improvements**

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/pyramid-highway-operations-improvements/>

**Status:** Preliminary design of SB lane and intersection Improvements advancing to 30% design.



## Pyramid Improvement Phase 1

Amanda Callegari, Project Manager

<https://rtcwashoe.com/projects/pyramid-highway-us-395-connection-project/>

**Status:** The Nevada Department of Transportation (NDOT) is performing the construction administration of Phase 1 of the overall Pyramid/395 Connector (NDOT Contract 3948). Construction began May 1, 2023 and is anticipated to take approximately 2 years to complete. Information regarding public meetings, project details, and construction updates can be found on the project website [www.pyramidhighway.com](http://www.pyramidhighway.com). Additionally information can be found on either the RTC or NDOT websites.

## Pyramid Wy, Sparks Blvd, Highland Ranch Pkwy Intersection

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/pyramid-way-sparks-boulevard-highland-ranch-intersection/>

**Status:** Preliminary design and data collection has begun. This project involves providing 60% level design for the Pyramid/Sparks Interchange as well as preliminary (30%) design of the Connector (the new roadway from Pyramid Highway to US 395), identified as Phase 3 in the draft phasing plan of the FEIS.

A packaging plan and phasing evaluation will be conducted for the overall Pyramid Highway/US 395 Connector project to better address potential funding availability for construction implementation. Traffic modeling and analysis will be utilized in a scenario approach to support the packaging and phasing effort alongside public involvement and a National Environmental Policy Act (NEPA) compatibility review.

## S Virginia Street & I-580 Exit 29 Capacity & Safety

Maria PazFernandez, Project Manager

<https://rtcwashoe.com/projects/south-virginia-street-and-i-580-exit-29-capacity-and-safety/>

**Status:** Q&D Construction started the construction on June 17; completion is expected by Thanksgiving. Construction is ongoing. Traffic has been shifted with the northbound lane closed.

Night work expected. Lane shifts to maintain 2 lanes on each direction during AM and PM peak hours (7 am - 9 am & 4 pm - 6 pm)

Northbound lane closed along South Virginia Street between Patriot Blvd and Longley Ln for demolition and construction of improvements.

## South Meadows Traffic Enhancements

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/south-meadows-traffic-enhancements/>

**Status:** Construction is complete. Thank you for your patience during this project.

## Sparks Boulevard Capacity Improvement

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/sparks-boulevard-capacity-improvement-greg-street-to-baring-boulevard/>

**Status:** The Federal Highway Administration (FHWA) approved a Finding of no Significant Impact (FONSI) in March 2024 regarding the Environmental Assessment (EA) for this project. Project team is advancing design for the segment of the project between I-80 and Baring Blvd (Phase 2).

More information is available at SparksBlvdProject.com.

Construction is complete for the southern segment (Phase 1) of the project, between Greg St and I-80.

## Sparks Intelligent Corridors

Alex Wolfson, Project Manager

<https://rtcwashoe.com/projects/sparks-intelligent-corridor/>

**Status:** Construction is substantially complete. Contractor is working on remaining items. System integration and testing is in progress.

## Sparks/Ion Traffic Signal

LaShonn Ford, Project Manager

<https://rtcwashoe.com/projects/sparks-boulevard-ion-drive-traffic-signal/>

**Status:** Preliminary design is underway.

## Steamboat Parkway Improvement

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/steamboat-parkway-improvement-damonte-ranch-pkwy-to-veterans-pkwy/>

**Status:** Utility relocations, roadway widening, landscaping, and concrete work on-going.

## Traffic Signal Fiber 25-01

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/traffic-signal-fiber-25-01/>

**Status:** RTC's consultant, Kimley-Horn and Associates, Inc., is working through final design.

## Traffic Signal Installations 23-01

Alex Wolfson, Project Manager

<https://rtcwashoe.com/projects/traffic-signal-installations-23-01/>

**Status:** Construction is substantially complete. New traffic signal at the Moana and Baker intersection was activated on June 20, 2024.

## Traffic Signal Modifications (TSM) 25-01

LaShonn Ford, Project Manager

<https://rtcwashoe.com/projects/traffic-signal-modifications-25-01/>

**Status:** Preliminary design is in progress.

## Traffic Signal Modifications 23-01

Sara Going, Project Manager

<https://rtcwashoe.com/projects/traffic-signal-modifications-23-01/>

**Status:** Summit Line Construction, Inc. began construction in July 2024. Work will continue through November 2024.

## Traffic Signal Modifications 24-01

Sara Going, Project Manager

<https://rtcwashoe.com/construction-projects/traffic-signal-modifications-24-01/>

**Status:** The project has been advertised for construction bids. Work will begin in November 2024.

## Traffic Signal Timing 7

Alex Wolfson, Project Manager

<https://rtcwashoe.com/projects/traffic-signal-timing-7-project/>

**Status:** New timing plans have been implemented for the following corridor:

- Golden Valley Rd between Beckwourth Dr and N Virginia St
- N Virginia St between Panther Dr and Golden Valley Rd

The team is working on new timing plans for Moana Lane between Neil Rd and Plumas St

## Veterans Parkway ITS

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/veterans-parkway-its/>

**Status:** RTC's consultant, HDR, Inc., is working towards final design.

## Veterans Roundabout Modifications

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/veterans-roundabout-modifications/>

**Status:** RTC is working with our Consultant to complete preliminary design efforts on the Project.

60% Submittal anticipated October 2024

## Vista Boulevard/Disc Drive Intersection Improvement

Alex Wolfson, Project Manager

<https://rtcwashoe.com/projects/vista-boulevard-disc-drive-intersection-improvements/>

**Status:** Project design has reached the 90% milestone. Right of way acquisition is underway. Project construction is expected to begin in Spring 2025.

## Vista Boulevard/Prater Way ITS

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/vista-boulevard-prater-way-its/>

**Status:** Design of project started in July 2023. 100% design submittal review is complete. Team is advancing necessary permits for project advertisement.

## Corridor Improvement Projects

### Arlington Avenue Bridges NEPA/Design/EDC

Bryan Byrne,  
Project Manager <https://rtcwashoe.com/construction-projects/arlington-avenue-bridges-project/>

**Status:** Project is tentatively scheduled for construction to begin May of 2025.

For additional information please visit: [ArlingtonBridges.com](http://ArlingtonBridges.com)

### Keystone Ave Bridge Replacement

Sara Going,  
Project Manager <https://rtcwashoe.com/projects/keystone-avenue-bridge-replacement/>

**Status:** The Feasibility Study was completed in August 2024. The team will soon advance the project into Preliminary Design.

### Lemmon Drive Traffic Improvements and Resiliency

Bryan Byrne,  
Project Manager <https://rtcwashoe.com/projects/lemmon-drive-traffic-improvements-and-resiliency/>

**Status:** The project is actively advancing in completing the necessary NEPA studies. The project team is working to address public input into the design. Team is progressing into the 60% design phase of the project.

### McCarran Boulevard Safety and Operational Improvements

Jessica Dover,  
Project Manager <https://rtcwashoe.com/projects/mccarran-boulevard-safety-and-operational-improvements/>

**Status:** Project Prioritization Phase underway. The Prioritization Working Group (PWG) has been established to assist in coordination efforts between RTC, NDOT and Local Agencies. Review of Existing Information started in May 2024. Conceptual Engineering anticipated Spring 2025.

### Mill Street Capacity & Safety

Kimberly Diegle,  
Project Manager <https://rtcwashoe.com/projects/mill-street-capacity-and-safety/>

**Status:** The RTC is wrapping up the final design, and the right-of-way process is ongoing for Mill Street improvements. Please visit [www.MillStreetWidening.com](http://www.MillStreetWidening.com) for additional information.

## Oddie / Wells Corridor Multi-Modal Improvements

Maria PazFernandez,	<a href="https://www.senserasystems.com/public/cameras/oddiewellsproject">https://www.senserasystems.com/public/cameras/oddiewellsproject</a>
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**Status:** Project is substantially completed.

Punchlist and landscape maintenance work being performed with intermittent lane/shoulder closures.

## Sierra Street Bridge Replacement

Bryan Byrne, Project Manager	<a href="https://rtcwashoe.com/projects/sierra-street-bridge-replacement/">https://rtcwashoe.com/projects/sierra-street-bridge-replacement/</a>
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**Status:** The public workshop closed on September 27th. Please visit the projects website for more information at [www.sierrastreetbridge.com](http://www.sierrastreetbridge.com).

## Sun Valley Boulevard Corridor Improvements - Phase 2

Jessica Dover, Project Manager	<a href="https://rtc2023.wpengine.com/construction-projects/sun-valley-boulevard-corridor-improvements-phase-2/">https://rtc2023.wpengine.com/construction-projects/sun-valley-boulevard-corridor-improvements-phase-2/</a>
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**Status:** NCE is continuing preliminary design efforts; Project schedule is on target. Evaluation of Drainage Alternatives Spring 2024 - Fall 2024

## West Fourth Street Downtown

Scott Gibson, Project Manager	<a href="https://rtcwashoe.com/projects/west-fourth-street-downtown/">https://rtcwashoe.com/projects/west-fourth-street-downtown/</a>
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**Status:** Wood Rodgers is approaching 60% design on the roadway side. Coordination with Jacobs and the city on the street light installation is moving forward.

## West Fourth Street Safety

Scott Gibson, Project Manager	<a href="https://rtcwashoe.com/projects/west-fourth-street-safety/">https://rtcwashoe.com/projects/west-fourth-street-safety/</a>
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**Status:** The design process is underway and RTC is working with NDOT on environmental review.

## Pavement Preservation Projects

### 2024 Corrective Maintenance – Somerset Parkway

Scott Gibson, Project Manager

<https://rtcwashoe.com/projects/2024-corrective-maintenance-somerset/>

**Status:** Paving is complete and the contractor is raising utilities in preparation for final striping activities.

### 2024 Preventive Maintenance Program

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/2024-preventive-maintenance-project/>

**Status:** Construction in progress; slurry, striping/thermo on-going various locations.

### 2025 Bridge Maintenance

Scott Gibson, Project Manager

<https://rtcwashoe.com/projects/2025-bridge-maintenance/>

**Status:** Design efforts are underway. Construction is not anticipated until Spring 2025.

### Arrowcreek/Wedge Rehabilitation

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/arrowcreek-parkway-wedge-rehabilitation/>

**Status:** 50% design complete and Final design starting October 2024

### Meadowood Rehab

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/meadowood-rehab/>

**Status:** Preliminary engineering has progressed to 90% design. Right-of-Way process is on-going.



## Prater Way Rehabilitation

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/prater-way-rehabilitation/>

**Status:** Preliminary design is anticipated to begin in fall 2024.

## Raleigh Heights Rehabilitation

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/raleigh-heights-rehabilitation/>

**Status:** Sierra Nevada Construction and the RTC have started construction. Construction is scheduled to go through mid November. Advanced notices for parking and traffic impacts are being distributed by Sierra Nevada Construction.

## Other Projects

### Virginia Line BRT Improvements

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/virginia-line-brt-improvements/>

**Status:** Final design and right of way process is underway for this project.

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

<b>Project</b>	<b>Property Owner</b>	<b>Purchase Amount</b>	<b>Amount Over Appraisal</b>
n/a			

**CONTRACTS UP TO \$100,000**

<b>Project</b>	<b>Vendor</b>	<b>Scope</b>	<b>Amount</b>
Preliminary Engineering Studies	CA Group	Master Services Agreement to conduct preliminary engineering studies as to the feasibility of projects as project concepts	\$100,000
Preliminary Engineering Studies	Wood Rodgers	Master Services Agreement to conduct preliminary engineering studies as to the feasibility of projects as project concepts	\$100,000



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item: 4.2.5**

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

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

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Public Transportation and Operations Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## BACKGROUND AND DISCUSSION

## ATTACHMENT A

### Highlights -

**Keolis Bus Roadeo Winners** – On Saturday, September 28<sup>th</sup>, Keolis held its “Bucking Buses Roadeo” for its employees to test their skills on the track. Sixteen competitors participated. Luke Reilly took 1<sup>st</sup> Place, Amanda Nelson placed 2<sup>nd</sup>, and Eric Martelle placed 3<sup>rd</sup> in the *Technician/Trainer Category*. First place and best overall score in the *Operators* category was achieved by Malik Mettef. Victor Echeverria placed 2<sup>nd</sup> and Dana McGillivray placed 3<sup>rd</sup>. For the second year in a row Malik will be representing Keolis and the RTC at the International competition during the APTA Mobility Conference in April, 2025 in Austin, Texas. RTC wishes to extend its Congratulations to Malik along with all of this year’s roadeo winners!



### RTC RIDE Key Highlights – September

- 3 trainees released to Operations for revenue service
- Driver of the Month: Victor Echeverria (August Accomplishments)
- 2024 September Service Change
- 99% service hours and trips
- Great Reno Balloon Race
- Employee Engagement:
  - Reno Transit Bus Roadeo, Sept. 28
- No new Grievances filed settled or dropped in September. No new ULP’s

**Keolis represented staffing headcount as of September 30, 2024:**

<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Coach Operator Trainees	17	0
Coach Operators	171	0
Dispatchers	7	0
Road Supervisors	4	0
Mechanic A	6	0
Mechanic B	4	0
Mechanic C	4	0
Facilities Technician	2	0
EV Technician	1	0
Utility Worker	13	0
Electronics Tech	2	0
Body Technician	1	0

**RTC ACCESS Key Highlights – September**

**Classes:** Class held on 9-3-2024 with 3 Drivers ~ 1 is in revenue service and 2 remain in training.

**Safety:**

- **Accidents:**
  - 2 preventable
  - 0 non-preventable
- **Incidents**
  - 1
- **Injuries:**
  - 1
- **YTD Preventable Accident Count: 15**
- **YTD Injury Count: 3**
- **September Safety Blitz'**
  - Zap Woman am / DVIR post trip pm
- **September Safety Meeting**
  - Vehicle Emergencies, Title VI, Spare Refresher

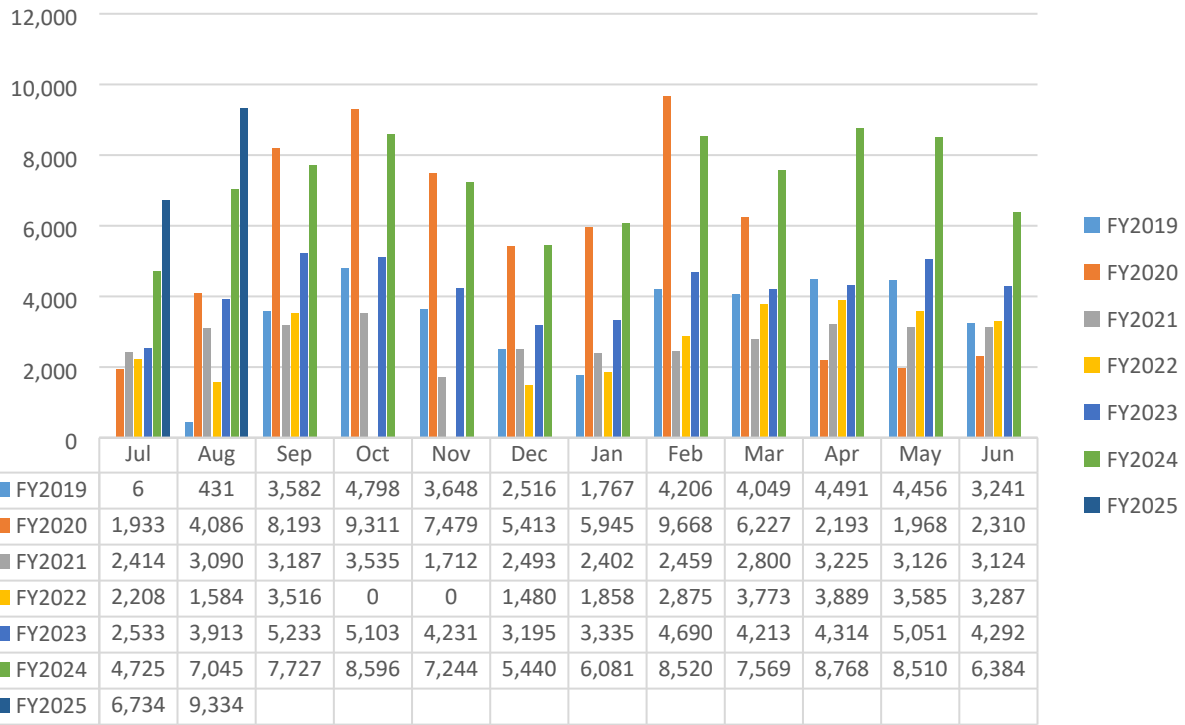
**MTM represented staffing headcount as of September 30, 2024:**

<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Drivers	50FT – 3PT	15FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5	0
Mechanic A	2 FT	0
Maintenance Technician	1	0
Utility Worker	1	0

**TRANSIT DEMAND MANAGEMENT (TDM) Update**



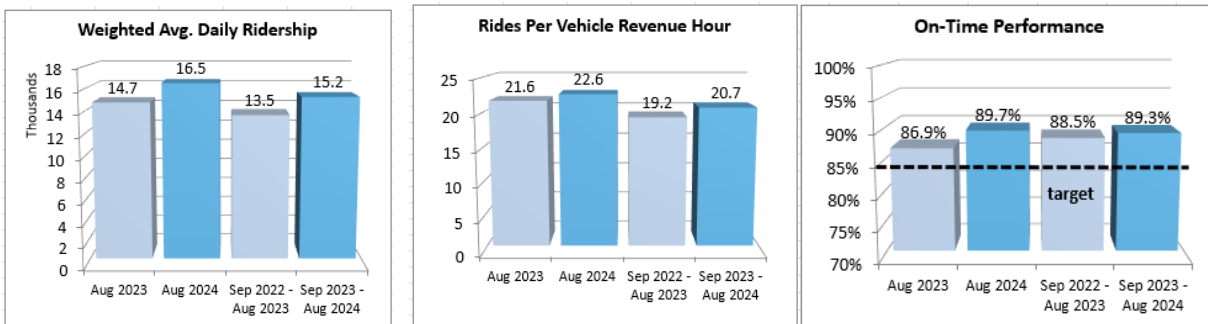
## TMCC Ridership by Month



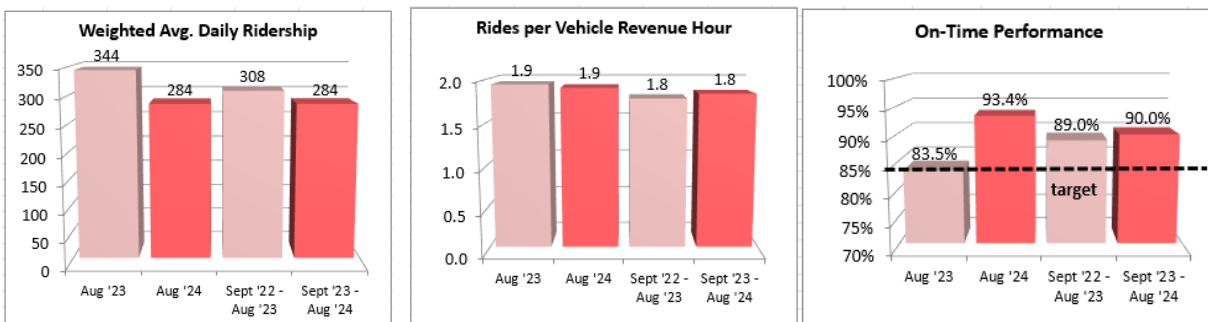
Ridership remains strong at both campuses, hitting new monthly highs at both colleges. RTC embarked on a new digital ad campaign with the first ads hitting the airwaves in September. The ads will run until the end of October and be evaluated regarding their reach.

### **AUGUST 2024 TRANSIT PERFORMANCE**

#### **RTC RIDE**

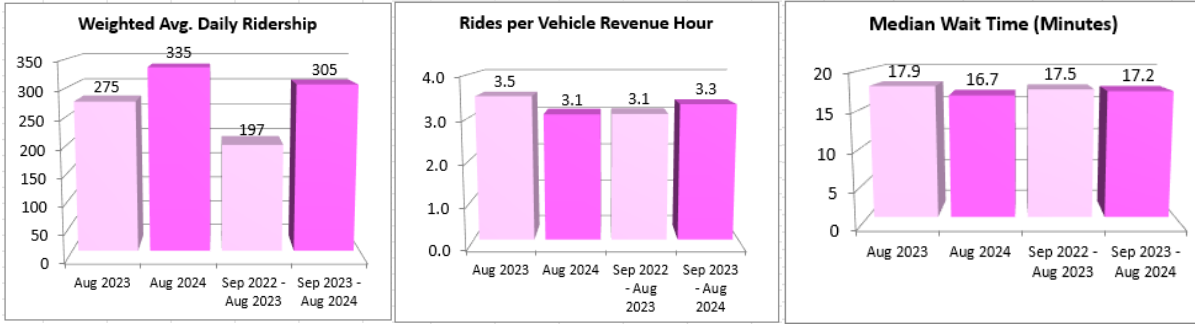


#### **RTC ACCESS**

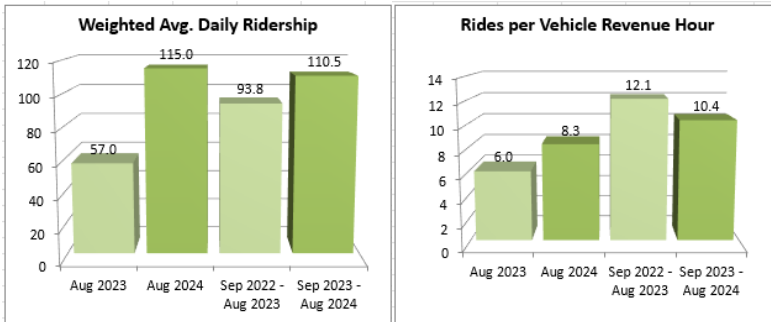




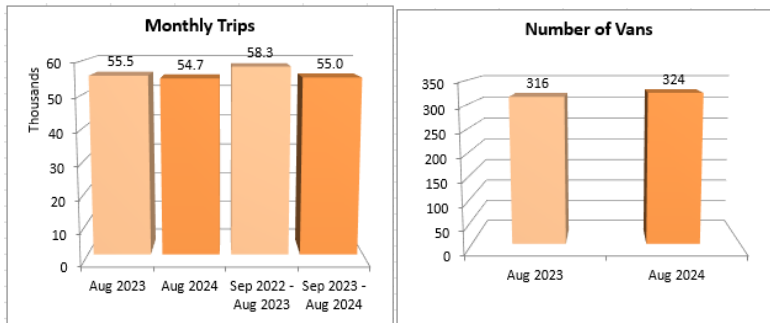
## RTC FlexRIDE



## TART



## RTC VANPOOL





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item:** 4.2.6

To: Regional Transportation Commission

From: Josh MacEachern, Public Information Officer

**SUBJECT: Community Outreach and Media Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Community Outreach and Media Activity Report.

**BACKGROUND AND DISCUSSION**

See attached for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## RTC COMMUNITY AND MEDIA OUTREACH ACTIVITIES September 2024

### **Outreach Activities – Josh MacEachern, Project Manager**

**Status:** RTC staff conducted the following outreach activities from August 1 through August 31

#### *Press Releases*

- 9.5.24 – Free Rides to the Balloon Races*
- 9.13.24 – Somerset Parkway Corrective Maintenance*
- 9.18.24 – RTC Launches Biggest Little Bike Network*
- 9.24.24 – Oddie Wells Project Ribbon Cutting*

#### *Public Outreach*

- 9.3.24 – Senior-Fest Event*
- 9.9.24 – Vision Zero Truckee Meadows Task Force*
- 9.12.24 – New Energy Economy Reno/Sparks Chamber*
- 9.16.24 – Biggest Little Bike Network Canvas*
- 9.19.24 – EDAWN Board Meeting*
- 9.19.24 – Biggest Little Bike Network Pop-up at Off The Rails*
- 9.20.24 – Biggest Little Bike Network Pop-up at Aces Ballpark*
- 9.21.24 – Nevada Football Tabling*
- 9.24.24 – Oddie Wells Ribbon Cutting*
- 9.28.24 – Keolis Bus Roadeo*
- 9.29.24 – Biggest Little Bike Network Pop-up at Riverside Farmer’s Market*
- 9.30.24 – Reno Airport Loop Opening*

### **Media Mentions – Josh MacEachern, Project Manager**

- 9.1.24 – (ThisIsReno.com) Paving Begins for Steamboat Parkway Project*
- 9.3.24 – (Financial Times) Granite Announces Arlington Avenue Bridges Replacement Project in Reno, NV; Groundbreaking Included U.S. Secretary of Transportation Pete Buttigieg*
- 9.3.24 – (Stock Titan) Granite Announces Arlington Avenue Bridges Replacement Project in Reno, NV; Groundbreaking Included U.S. Secretary of Transportation Pete Buttigieg*
- 9.4.24 – (Yahoo Finance) Washoe County's RTC Selects Granite as CMAR for \$32M Project*
- 9.5.24 – (KOLO 8) RTC giving free rides to the Great Reno Balloon Races*
- 9.14.24 – (2 News) Resurfacing of Somerset Parkway in west Reno will affect traffic*
- 9.17.24 – (WashoeLife) Davis Fire Timeline, Recap, and Resources*
- 9.17.24 – (Cortez Masto) Cortez Masto, Rosen Announce \$4.7 Million From Bipartisan Infrastructure Law to Improve Road Safety in Northern Nevada*
- 9.17.24 – (KOLO 8) More than \$4 million of federal money for transportation improvements in Washoe County approved*
- 9.19.24 – (2 News) RTC looking for public feedback on Biggest Little Bike Network*
- 9.20.24 – (KOLO 8) The Road Ahead: Transportation Demand Management*
- 9.24.24 – (2 News) RTC and City of Sparks cuts ribbon on Oddie-Wells project*

9.25.24 – (KOLO 8) *The Road Ahead: Biggest Little Bike Network*

9.26.24 – (NDOT) *Pyramid Highway Reaches 75% Completion*

**Informational Materials and Video Production – Paul Nelson, Project Manager**

*Status: Four (4) topics were broadcast on KOLO-TV for The Road Ahead with RTC.*

- Public Transit to Wolf Pack Games
- Transit Ridership Growth
- Transportation Demand Management Week
- Biggest Little Bike Network

Social Media engagement increased across all platforms.



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item: 4.3.1**

To: Regional Transportation Commission

From: Marquis Williams, Senior Technical Planner

**SUBJECT: Citizens Multimodal Advisory Committee Appointments**

### **RECOMMENDED ACTION**

Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2025:

1. Ryan Bernadett (Vice Chair)
2. Sue-Ting Chene (Chair)
3. Damien Cole
4. Michael Gawthrop-Hutchins
5. David Giacomini
6. Paul Hewen
7. Richard Landon (new appointee)
8. Juan Martinez
9. Amanda Nelson (new appointee)
10. Kelly Orr
11. Judy Stanfield
12. Panah Stauffer

### **BACKGROUND AND DISCUSSION**

The CMAC is currently composed of 12 members who are representative of the community. The CMAC provides input to the RTC on policy issues relative to public transportation, the regional street and highway system, pedestrian and bicycle facilities, and multimodal transportation planning. Members must reside within Washoe County. Staff reviews applicants for attributes such as interests and use of different transportation modes, geographic distribution, and community service and makes recommendations to the Board for appointment to the committee. This action will appoint/reappoint all twelve regular members to the CMAC. Appointments will be effective October 2024 through June 2025.

---

**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:** 10/18/2024

**Agenda Item: 4.4.1**

To: Regional Transportation Commission

From: Michele Payne, Property Agent

**SUBJECT: Resolution of Condemnation - Mill Street, LLC**

**RECOMMENDED ACTION**

Approve a Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire a fee simple interest in, and a temporary construction easement interest on, portions of APN 013-052-26 from Mill Street, LLC, which are needed to construct the Mill Street Capacity and Safety Project.

**BACKGROUND AND DISCUSSION**

The purpose of the project is to construct roadway and safety improvements along Mill Street between Kietzke Lane and Terminal Way. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in early 2025.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated December 9, 2020, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from Mill Street, LLC in order to construct the widening Mill Street and utility improvements.

Mill Street, LLC is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to allow RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

---

**FISCAL IMPACT**

The costs to acquire the property rights have been budgeted; however, the actual fiscal impact cannot be determined at this time.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.



## **RESOLUTION OF CONDEMNATION**

**WHEREAS**, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

**WHEREAS**, the RTC approved the FY 2022 Program of Projects for the Regional Street & Highway Program, which included the Mill Street Capacity and Safety Project (the “Project”); and

**WHEREAS**, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated December 9, 2020, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Project; and

**WHEREAS**, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

**WHEREAS**, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is Mill Street, LLC.

**NOW, THEREFORE, BE IT RESOLVED**, that the RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a fee simple interest on a portion of APN 013-052-26; and (2) a temporary construction easement on a portion of APN 013-052-26 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.
2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.
3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.
4. That the Property Rights described herein are necessary for such public use.

5. By certified mail sent on October 4, 2024, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

**PASSED, ADOPTED AND APPROVED** on October 18, 2024.

---

Ed Lawson, Chair  
Regional Transportation Commission of Washoe County

### Attachments

1. Exhibit “A” and “B” for Ptn. of APN 013-052-26 - Fee Parcel
2. Exhibit “A” and “B” for Ptn. of APN 013-052-26 – Temporary Construction Easement

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-052-26  
Fee Parcel

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SE 1/4 of Section 12, T. 19 N., R. 19 E., M.D.M.; and further described as being a portion of Lots 12 and 13 of Block A, shown on that certain Tract Map for MILL STREET ADDITION, City of Reno, Map No. 307, File No. 143902, filed for record July 30, 1946, in the Records of Washoe County, Nevada and more fully described by metes and bounds as follows:

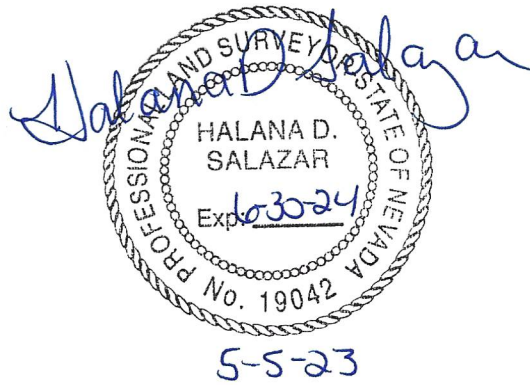
BEGINNING at a point on the right or southerly right-of-way line of Mill Street and the northerly boundary line of said Lot 13, 43.72 feet right of and at right angles to Highway Engineer's Station "M" 92+05.55 P.O.T.; said point of beginning further described as bearing S. 50°38'32" W. a distance of 3,216.39 feet from the center quarter corner of Section 7, T. 19 N., R. 20 E., M.D.M.; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence S. 63°48'36" E., along the northerly boundary line of said Lot 13, a distance of 6.57 feet; thence from a tangent which bears the last described course, curving to the right along said northerly boundary line, with a radius of 15.00 feet, through an angle of 64°43'00", an arc distance of 16.94 feet to the left or westerly right-of-way line of Kietzke Lane (SR-667); thence S. 00°54'22" W., along said left or westerly right-of-way line, which is coincident with the easterly line of said Lot 13, a distance of 22.19 feet to said right or southerly right-of-way line of Mill Street; thence along said southerly right-of-way line the following five (5) courses and distances:

- 1) N. 54°05'38" W. – 9.41 feet;
- 2) N. 00°54'22" E. – 5.30 feet;
- 3) from a tangent which bears the last described course, curving to the left with a radius of 28.00 feet, through an angle of 26°12'36", an arc distance of 12.81 feet;
- 4) N. 33°37'19" E. – 7.90 feet;

- 5) from a tangent which bears N. 31°59'23" W., curving to the left with a radius of 35.00 feet, through an angle of 19°52'54", an arc distance of 12.15 feet to the point of beginning;

said parcel contains an area of 247 square feet (0.01 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



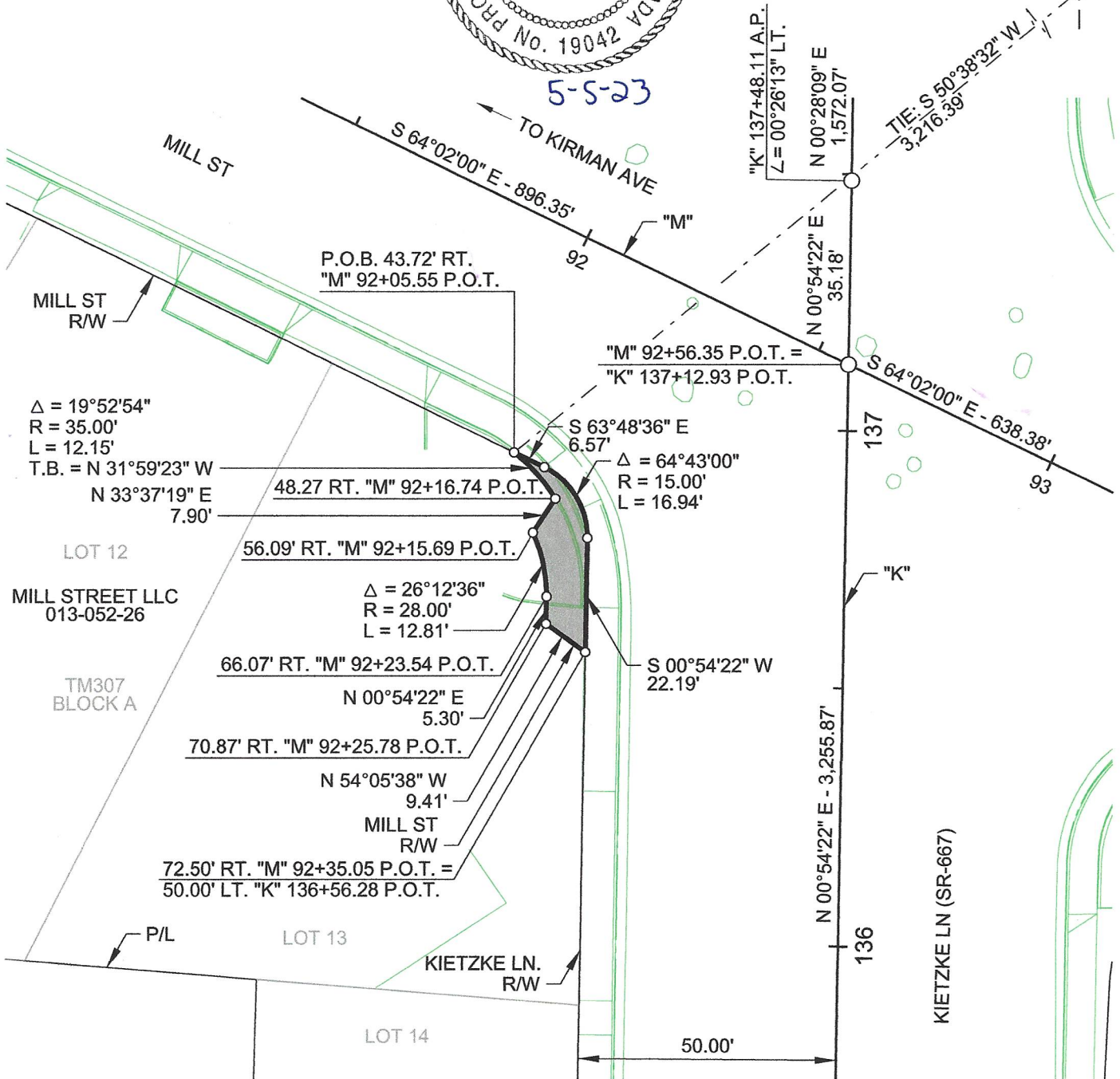
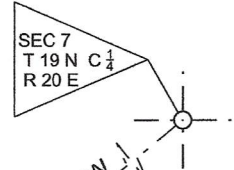
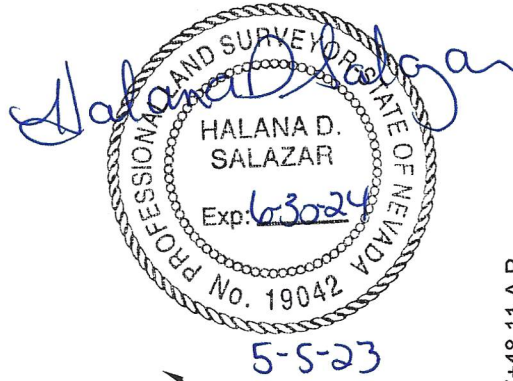
# EXHIBIT "B"



SCALE: 1"=30'



FEE ACQUISITION



OWNER: MILL STREET LLC, A NEVADA LTD. LIABILITY COMPANY  
 ASSESSOR PARCEL NO's: APN 013-052-26  
 SECTION, TOWNSHIP, RANGE: SE 1/4 SECTION 12, T. 19 N., R. 19 E.  
 AREA: 247 SQUARE FEET  
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	<b>JACOBS</b> 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/05/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-052-26

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SE 1/4 of Section 12, T. 19 N., R. 19 E., M.D.M.; and further described as being a portion of Lots 12, 13 and 14 of Block A, shown on that certain Tract Map for MILL STREET ADDITION, City of Reno, Map No. 307, File No. 143902, filed for record July 30, 1946, in the Records of Washoe County, Nevada and more fully described by metes and bounds as follows:

BEGINNING at a point on the right or southerly right-of-way line of Mill Street and the northwest corner of said Lot 12, 43.32 feet right of and at right angles to Highway Engineer's Station "M" 91+02.44 P.O.T., said point of beginning further described as bearing S. 52°17'31" W. a distance of 3,260.42 feet from the center quarter corner of Section 7, T. 19 N., R. 20 E., M.D.M.; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence along said right or southerly right-of-way line the following six (6) courses and distances:

- 1) S. 63°48'36" E. – 103.11 feet;
- 2) from a tangent which bears S. 51°52'17" E., curving to the right with a radius of 35.00 feet, through an angle of 19°52'54", an arc distance of 12.15 feet;
- 3) S. 33°37'19" W. – 7.90 feet;
- 4) from a tangent which bears S. 25°18'14" E., curving to the right with a radius of 28.00 feet, through an angle of 26°12'36", an arc distance of 12.81 feet;
- 5) S. 00°54'22" W. – 5.30 feet;
- 6) S. 54°05'38" E. – 9.41 feet to the left or westerly right-of-way line of Kietzke Lane (SR-667);

thence S. 00°54'22" W., along said westerly right-of-way line, a distance of 107.24 feet; thence along the following eight (8) courses and distances:

- 1) N. 89°05'38" W. – 9.71 feet;
- 2) N. 00°54'22" E. – 103.05 feet;
- 3) N. 54°05'38" W. – 7.94 feet;
- 4) N. 00°54'22" E. – 35.82 feet;
- 5) N. 89°05'38" W. – 15.71 feet;
- 6) N. 63°48'36" W. – 8.51 feet;
- 7) S. 58°51'30" W. – 8.22 feet;
- 8) N. 63°48'36" W. – 76.83 feet to Grantor's westerly boundary line;

thence N. 30°54'40" E., along said westerly boundary line, a distance of 16.56 feet to the the point of beginning; said parcel contains an area of 2,850 square feet (0.07 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.





# EXHIBIT "B"

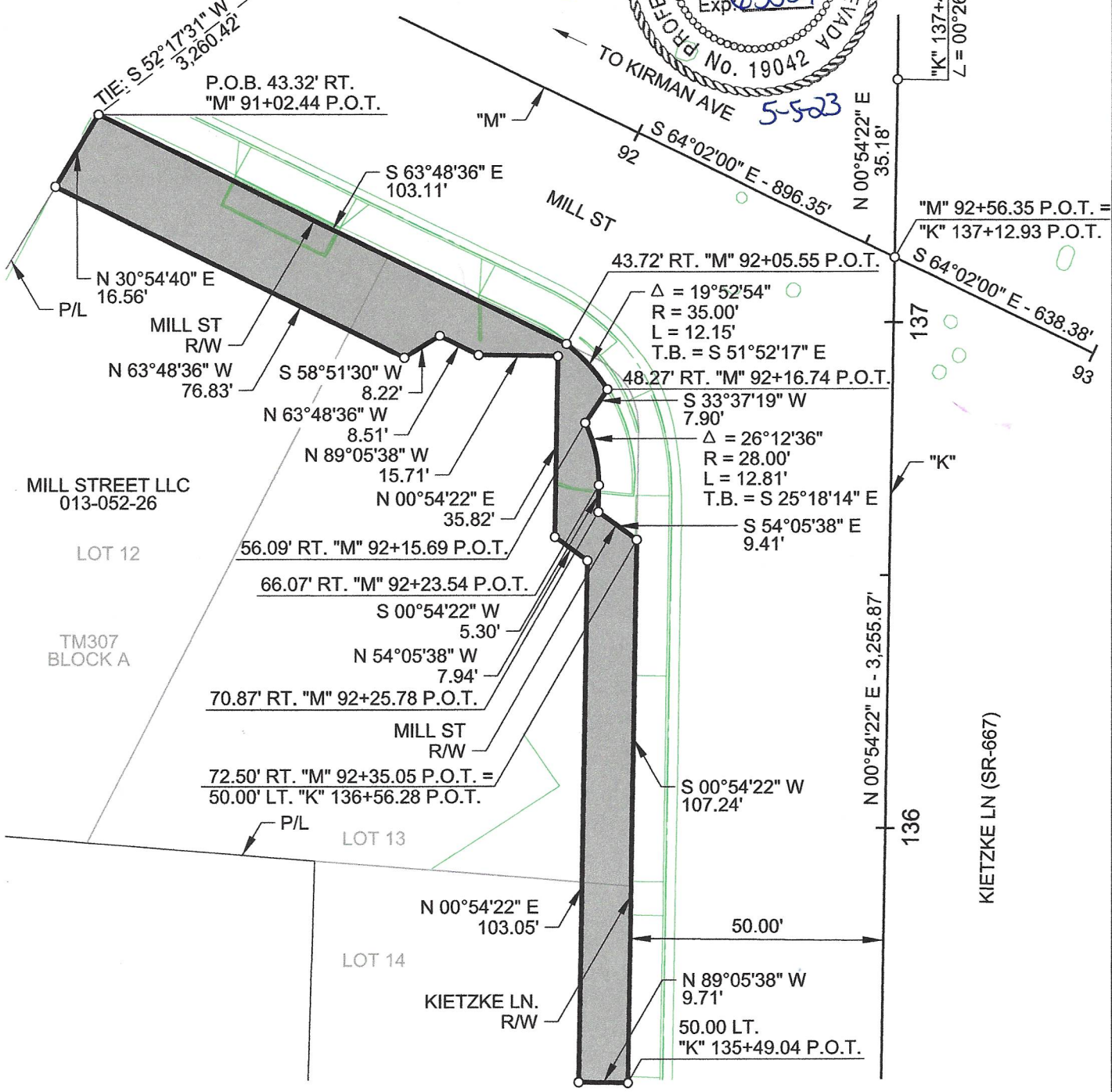
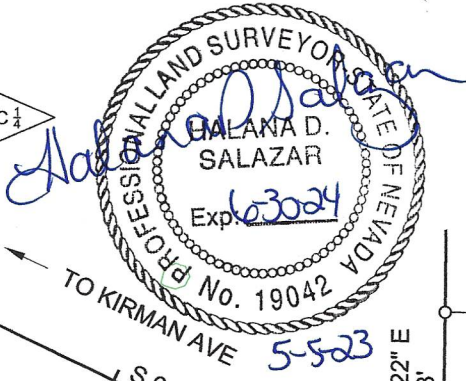


SCALE: 1"=30'



TEMPORARY CONSTRUCTION EASEMENT

SEC 7  
T 19 N C 1  
R 20 E



OWNER: MILL STREET LLC, A NEVADA LTD. LIABILITY COMPANY  
 ASSESSOR PARCEL NO's: APN 013-052-26  
 SECTION, TOWNSHIP, RANGE: SE 1/4 SECTION 12, T. 19 N., R. 19 E.  
 AREA: 2,850 SQUARE FEET  
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

<p>PROPERTY LOCATION MAP</p>	<p>JOB NO: W7Y47500</p>	<p><b>JACOBS</b>                  50 W. LIBERTY ST. STE #205                  RENO, NV 89501                  (775) 329-7300</p>
	<p>DATE: 05/05/2023</p>	
	<p>DRAWN BY: SB</p>	
	<p>CHECKED BY: HS</p>	



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item:** 4.4.2

To: Regional Transportation Commission

From: Michele Payne, Property Agent

**SUBJECT: Resolution of Condemnation - Golden Valley Holdings, LLC**

**RECOMMENDED ACTION**

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, and a temporary construction easement interest on, portions of APN 013-081-29 from Golden Valley Holdings, LLC, which are needed to construct the Mill Street Capacity and Safety Project.

**BACKGROUND AND DISCUSSION**

The purpose of the project is to construct roadway and safety improvements along Mill Street between Kietzke Lane and Terminal Way. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in early 2025.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated December 9, 2020, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from Golden Valley Holdings, LLC in order to construct the widening Mill Street and utility improvements.

Golden Valley Holdings, LLC is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to allow RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

---

**FISCAL IMPACT**

The costs to acquire the property rights have been budgeted; however, the actual fiscal impact cannot be determined at this time.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

## **RESOLUTION OF CONDEMNATION**

**WHEREAS**, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

**WHEREAS**, the RTC approved the FY 2022 Program of Projects for the Regional Street & Highway Program, which included the Mill Street Capacity and Safety Project (the “Project”); and

**WHEREAS**, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated December 9, 2020, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Project; and

**WHEREAS**, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

**WHEREAS**, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is Golden Valley Holdings, LLC.

**NOW, THEREFORE, BE IT RESOLVED**, that the RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a fee simple interest on a portion of APN 013-081-29; and (2) a temporary construction easement on a portion of APN 013-081-29 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.
2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.
3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.
4. That the Property Rights described herein are necessary for such public use.

5. By certified mail sent on October 4, 2024, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

**PASSED, ADOPTED AND APPROVED** on October 18, 2024.

---

Ed Lawson, Chair  
Regional Transportation Commission of Washoe County

### Attachments

1. Exhibit "A" and "B" for Ptn. of APN 013-081-29 - Fee Parcel
2. Exhibit "A" and "B" for Ptn. of APN 013-081-29 – Temporary Construction Easement

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-081-29  
Fee Parcel

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the right or southerly right-of-way line of Mill Street with Grantor's easterly boundary line, 42.59 feet right of and at right angles to Highway Engineer's Station "M" 94+84.32 P.O.T.; said point of beginning further described as bearing S. 45°58'40" W. a distance of 3,109.28 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence along said southerly right-of-way line the following seven (7) courses and distances:

- 1) N. 61°44'34" W. – 21.05 feet;
- 2) N. 64°02'00" W. – 93.76 feet;
- 3) S. 54°22'21" W. – 37.24 feet;
- 4) from a tangent which bears S. 19°36'02" W., curving to the left with a radius of 42.50 feet, through an angle of 16°47'06", an arc distance of 12.45 feet;
- 5) S. 02°48'56" W. – 29.77 feet;
- 6) S. 09°08'44" W. – 4.94 feet;
- 7) N. 89°05'38" W. – 0.99 of a foot to Grantor's westerly boundary line, which is coincident with the left or easterly right-of-way line of Kietzke Lane (SR-667);

thence N. 00°54'22" E., along said westerly boundary line and said easterly right-of-way line, a distance of 63.25 feet to the former right or southerly

right-of-way line of said Mill Street; thence from a tangent which bears the last described course, curving to the right along said former right-of-way line, with a radius of 18.00 feet, through an angle of  $115^{\circ}12'00''$ , an arc distance of 36.19 feet; thence S.  $63^{\circ}53'38''$  E., continuing along said former right-of-way line, a distance of 127.53 feet to Grantor's easterly boundary line; thence S.  $25^{\circ}47'53''$  W., along said easterly boundary line, a distance of 6.17 feet to the point of beginning; said parcel contains an area of 1,516 square feet (0.04 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



5-23-23



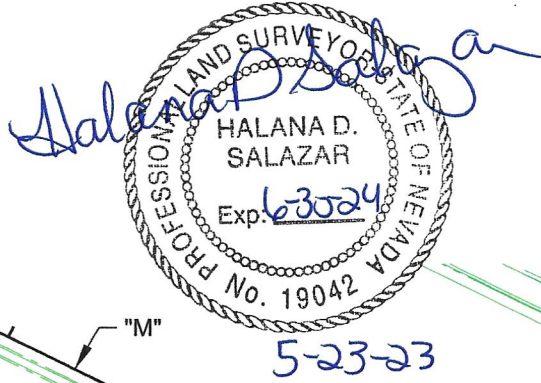
# EXHIBIT "B"



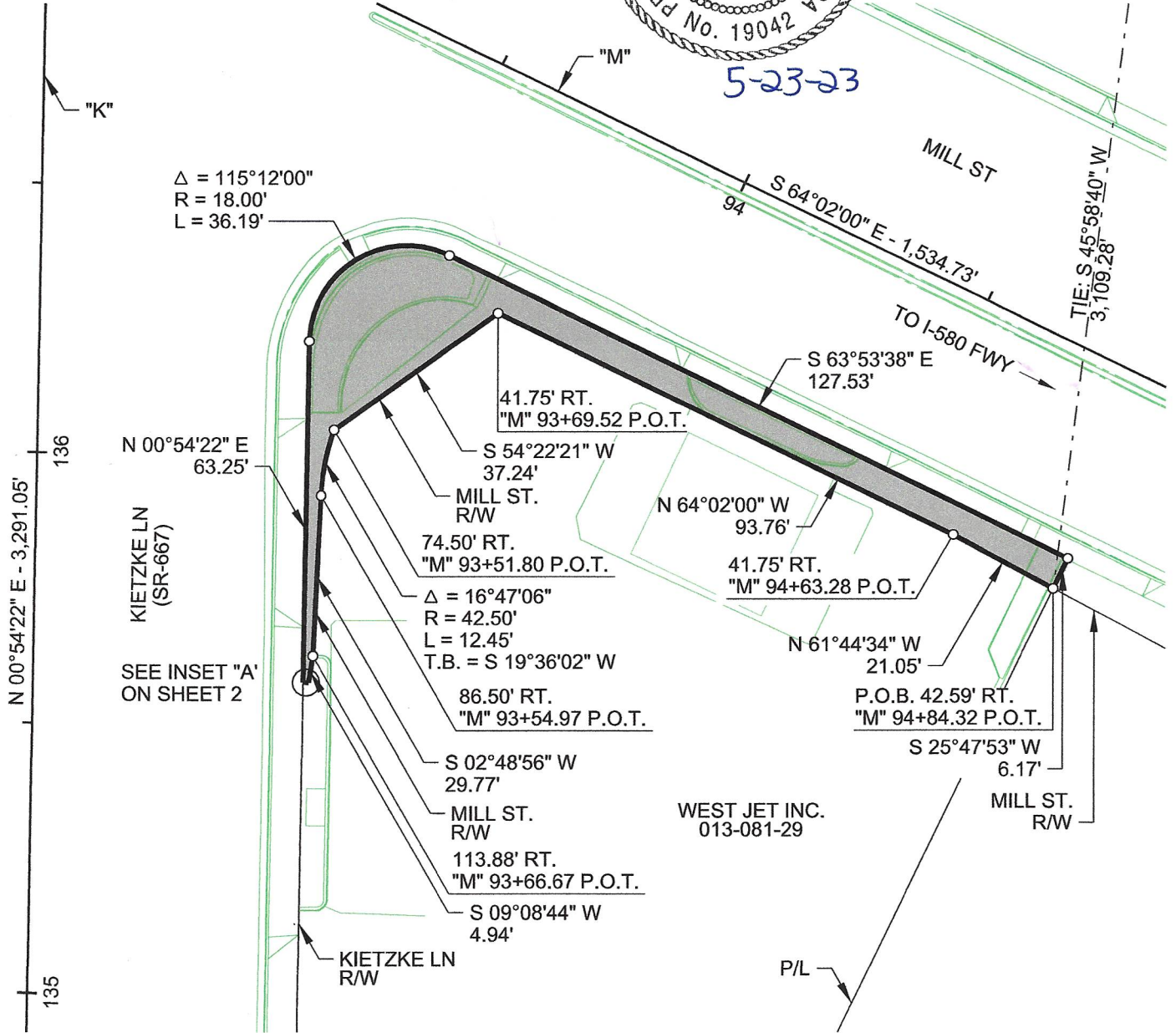
SCALE: 1"=30'



FEE ACQUISITION



SEC 7  
T 19 N C 1  
R 20 E



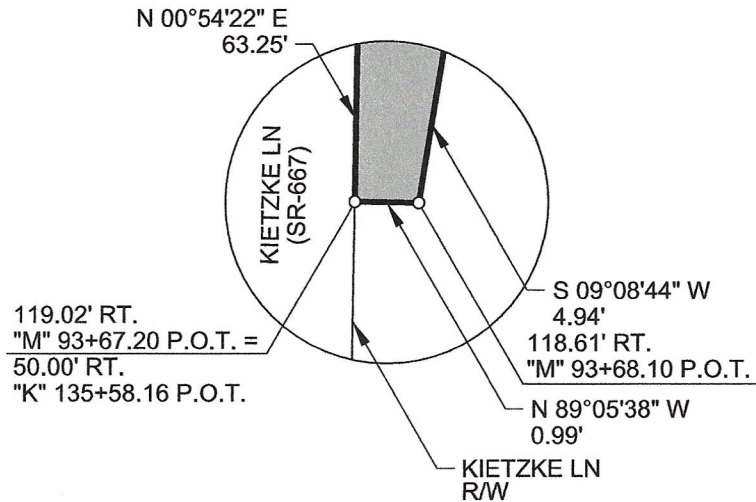
OWNER:	WEST JET INC., A NEVADA CORPORATION
ASSESSOR PARCEL NO's:	APN 013-081-29
SECTION, TOWNSHIP, RANGE:	SW 1/4 SECTION 7, T. 19 N., R. 20 E.
AREA:	1,516 SQUARE FEET
LOCATION:	CITY OF RENO, COUNTY OF WASHOE

<p>PROPERTY LOCATION MAP</p>	JOB NO: W7Y47500	<p><b>JACOBS</b> 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300</p>
	DATE: 05/22/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

# EXHIBIT "B"



FEE ACQUISITION



**INSET "A"**  
NOT TO SCALE

OWNER: _____	WEST JET INC., A NEVADA CORPORATION
ASSESSOR PARCEL NO's: _____	APN 013-081-29
SECTION, TOWNSHIP, RANGE: _____	SW 1/4 SECTION 7, T. 19 N., R. 20 E.
AREA: _____	1,516 SQUARE FEET
LOCATION: _____	CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	<b>JACOBS</b> 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/22/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-081-29

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the right or southerly right-of-way line of Mill Street with Grantor's easterly boundary line, 42.59 feet right of and at right angles to Highway Engineer's Station "M" 94+84.32 P.O.T.; said point of beginning further described as bearing S. 45°58'40" W. a distance of 3,109.28 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence S. 25°47'53" W., along said easterly boundary line, a distance of 9.16 feet; thence along the following ten (10) courses and distances:

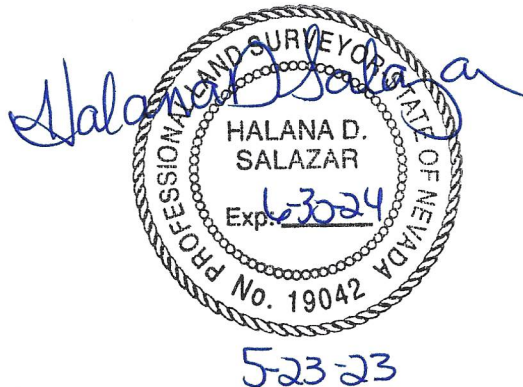
- 1) N. 64°02'00" W. – 37.99 feet;
- 2) N. 25°08'40" E. – 5.68 feet;
- 3) N. 65°12'51" W. – 44.96 feet;
- 4) S. 26°29'59" W. – 4.76 feet;
- 5) N. 64°02'00" W. – 26.94 feet;
- 6) S. 54°22'21" W. – 21.04 feet;
- 7) S. 02°48'56" W. – 35.63 feet;
- 8) S. 89°47'51" W. – 9.84 feet;
- 9) S. 00°00'00" W. – 14.14 feet;
- 10) S. 90°00'00" W. – 7.26 feet to the right or easterly right-of-way line of Kietzke Lane (SR-667);

thence N. 00°54'22" E., along said easterly right-of-way line, a distance of 4.66 feet to said right or southerly right-of-way line of Mill Street; thence along said southerly right-of-way line the following six (6) courses and distances:

- 1) S. 89°05'38" E. – 0.99 of a foot;
- 2) N. 09°08'44" E. – 4.94 feet;
- 3) N. 02°48'56" E. – 29.77 feet;
- 4) from a tangent which bears the last described course, curving to the right with a radius of 42.50 feet, through an angle of 16°47'06", an arc distance of 12.45 feet;
- 5) N. 54°22'21" E. – 37.24 feet;
- 6) S. 64°02'00" E. – 93.76 feet;
- 7) S. 61°44'34" E. – 21.05 feet to the point of beginning;

said parcel contains an area of 1,770 square feet (0.04 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



# EXHIBIT "B"



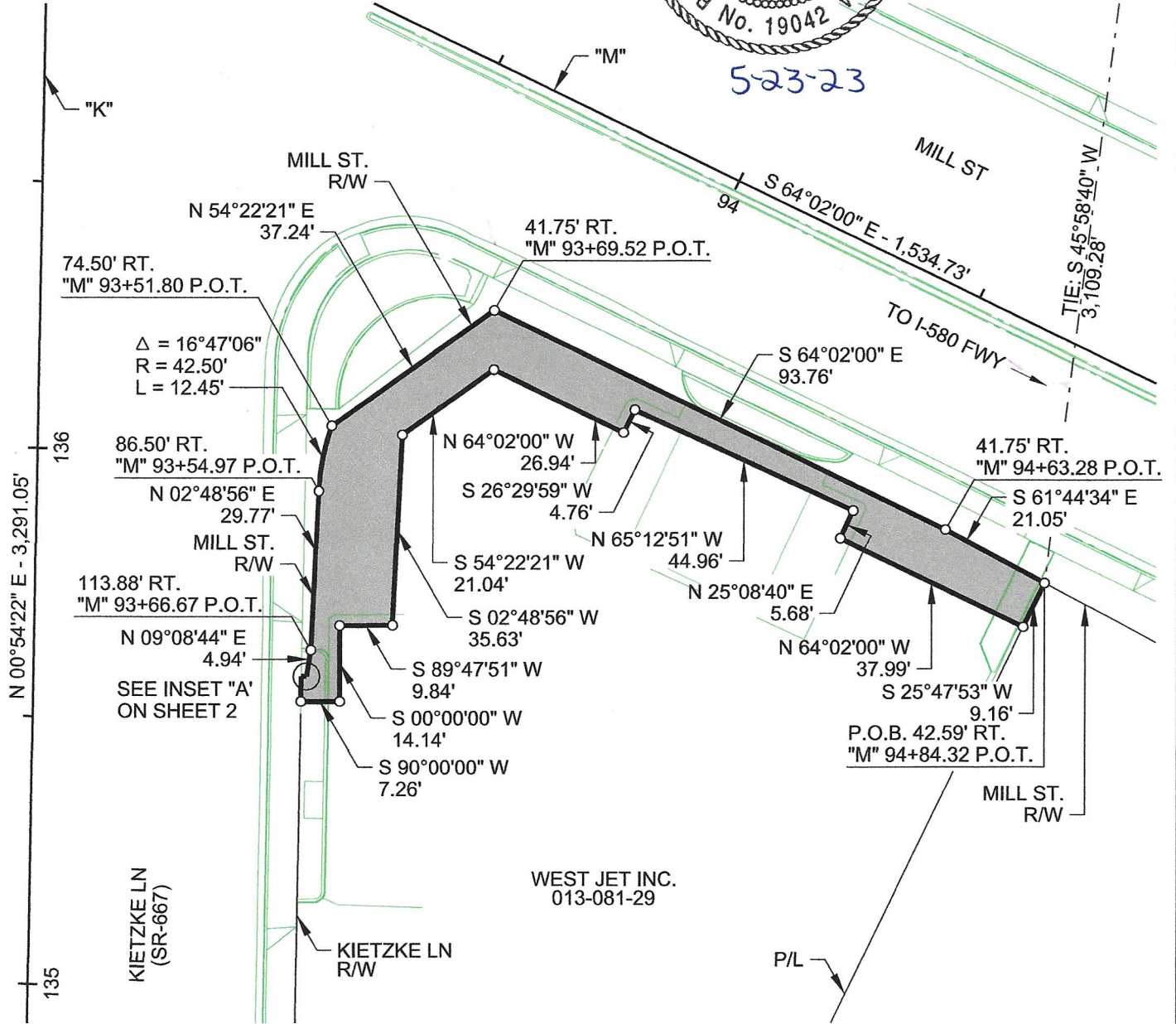
SCALE: 1"=30'



TEMPORARY CONSTRUCTION EASEMENT

*Halana D. Salazar*  
 PROFESSIONAL LAND SURVEYOR STATE OF NEVADA  
 HALANA D. SALAZAR  
 Exp. 6-30-24  
 No. 19042  
 523-23

SEC 7  
 T 19 N C 1  
 R 20 E



OWNER: WEST JET INC., A NEVADA CORPORATION  
 ASSESSOR PARCEL NO's: APN 013-081-29  
 SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.  
 AREA: 1,770 SQUARE FEET  
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP  SHEET 1 OF 2	JOB NO: W7Y47500	<b>JACOBS</b> 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/23/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

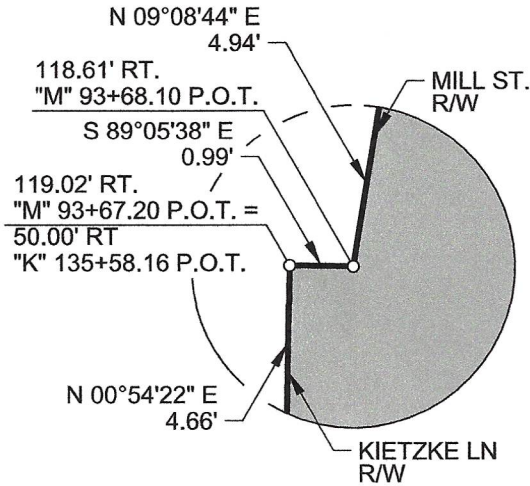
# EXHIBIT "B"



TEMPORARY CONSTRUCTION  
EASEMENT



5-23-23



**INSET "A"**  
NOT TO SCALE

OWNER:	WEST JET INC., A NEVADA CORPORATION
ASSESSOR PARCEL NO's:	APN 013-081-29
SECTION, TOWNSHIP, RANGE:	SW 1/4 SECTION 7, T. 19 N., R. 20 E.
AREA:	1,770 SQUARE FEET
LOCATION:	CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	<b>JACOBS</b> 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/23/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	
SHEET 2 OF 2		



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item:** 4.4.3

To: Regional Transportation Commission

From: Michele Payne, Property Agent

**SUBJECT: Resolution of Condemnation - South Revocable Trust**

**RECOMMENDED ACTION**

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, and a permanent utility easement and a temporary construction easement on, portions of APN 013-082-16 from South Revocable Trust, which are needed to construct the Mill Street Capacity and Safety project.

**BACKGROUND AND DISCUSSION**

The purpose of the project is to construct roadway and safety improvements along Mill Street between Kietzke Lane and Terminal Way. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in early 2025.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated December 9, 2020, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from South Revocable Trust in order to construct the widening Mill Street and utility improvements.

South Revocable Trust is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to allow RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

---

**FISCAL IMPACT**

The costs to acquire the property rights have been budgeted; however, the actual fiscal impact cannot be determined at this time.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.



## **RESOLUTION OF CONDEMNATION**

**WHEREAS**, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

**WHEREAS**, the RTC approved the FY 2022 Program of Projects for the Regional Street & Highway Program, which included the Mill Street Capacity and Safety Project (the “Project”); and

**WHEREAS**, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated December 9, 2020, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Project; and

**WHEREAS**, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

**WHEREAS**, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is South Revocable Trust.

**NOW, THEREFORE, BE IT RESOLVED**, that the RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a fee simple interest on a portion of APN 013-082-16; (2) a public utility easement interest on a portion of APN 013-082-16; and (3) a temporary construction easement on a portion of APN 013-082-16 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.

2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.

3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.

4. That the Property Rights described herein are necessary for such public use.

5. By certified mail sent on October 4, 2024, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

**PASSED, ADOPTED AND APPROVED** on October 18, 2024.

---

Ed Lawson, Chair  
Regional Transportation Commission of Washoe County

### Attachments

1. Exhibit "A" and "B" for Ptn. of APN 013-082-16 - Fee Parcel
2. Exhibit "A" and "B" for Ptn. of APN 013-082-16 - Public Utility Easement
3. Exhibit "A" and "B" for Ptn. of APN 013-082-16 – Temporary Construction Easement

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-082-16  
Fee Parcel

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the right or southerly right-of-way line of Mill Street with Grantor's westerly boundary line, 50.50 feet right of and at right angles to Highway Engineer's Station "M" 100+64.58 P.O.T.; said point of beginning further described as bearing S. 35°20'43" W. a distance of 2,970.00 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence N. 25°47'53" E. along said westerly boundary line, a distance of 13.50 feet to the former right or southerly right-of-way line of said Mill Street; thence S. 63°53'38" E., along said former right-of-way line, a distance of 75.00 feet to Grantor's easterly boundary line; thence S. 25°47'53" W., along said easterly boundary line, a distance of 13.69 feet to said right or southerly right-of-way line of Mill Street; thence N. 63°45'10" W., along said southerly right-of-way line, a distance of 75.00 feet to the point of beginning; said parcel contains an area of 1,020 square feet (0.02 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



4-9-23



LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

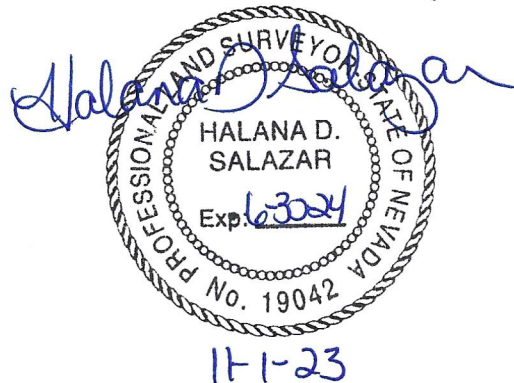
**EXHIBIT "A"**  
**NV ENERGY PERMANENT EASEMENT**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-082-16

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the right or southerly right-of-way line of Mill Street with Grantor's easterly boundary line, 50.50 feet right of and at right angles to Highway Engineer's Station "M" 101+39.58 P.O.T.; said point of beginning further described as bearing S. 33°54'40" W. a distance of 2,959.07 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence S. 25°47'53" W., along said easterly boundary line, a distance of 7.17 feet; thence N. 63°45'10" W. a distance of 8.89 feet; thence N. 26°14'50" E. a distance of 7.17 feet to said right or southerly right-of-way line; thence S. 63°45'10" E., along said southerly right-of-way line, a distance of 8.84 feet to the point of beginning; said parcel contains an area 64 square feet.

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



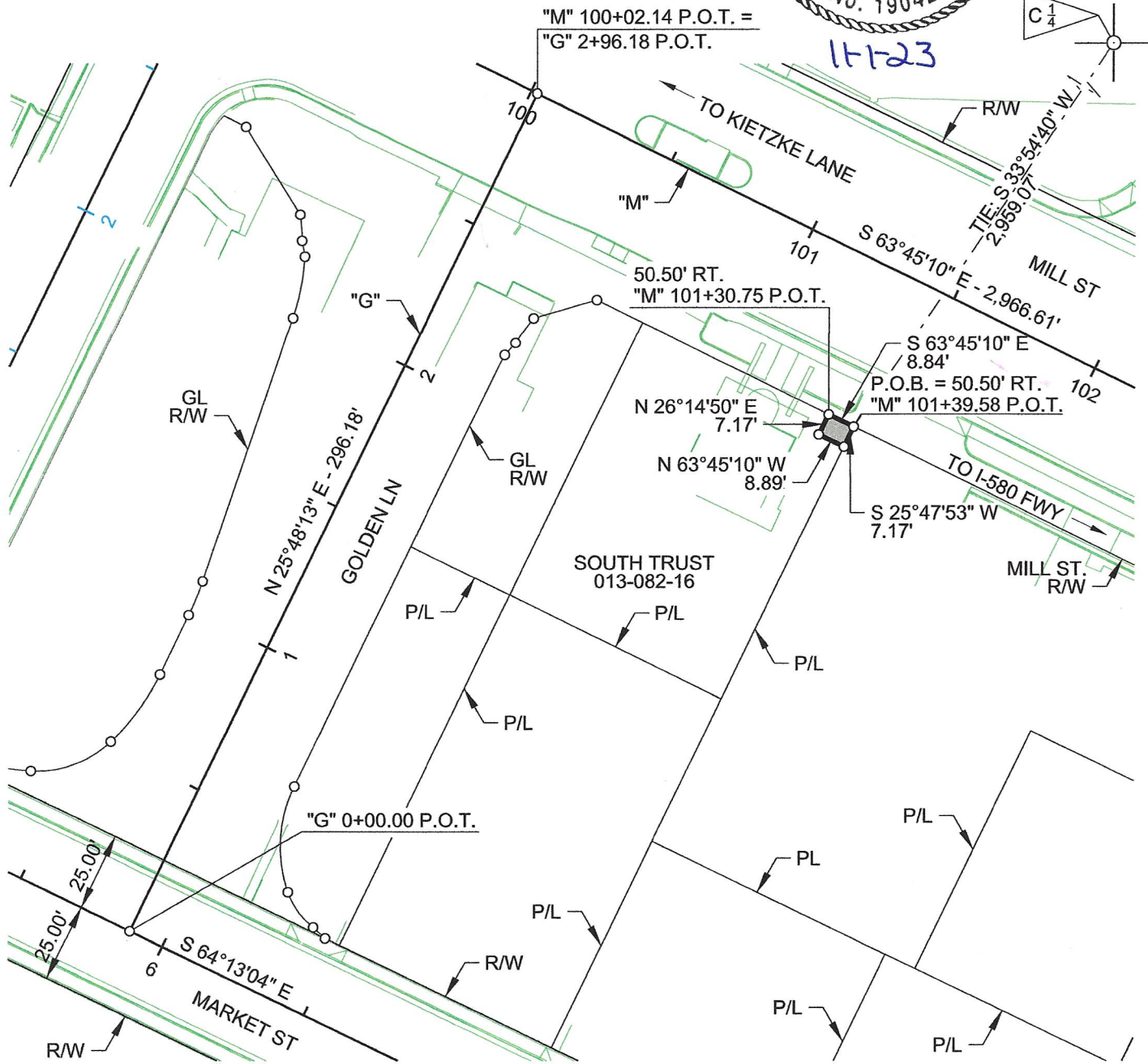
# EXHIBIT "B"



SCALE: 1"=50'



NV ENERGY  
PERMANENT EASEMENT



OWNER: DUANE R. SOUTH, TRUSTEE, GENEVIEVE A. SOUTH, TRUSTEE, SOUTH REVOCABLE TRUST DATED 12/12/11  
 ASSESSOR PARCEL NO's: APN 013-082-16  
 SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.  
 AREA: 64 SQUARE FEET  
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

MAP TO SUPPORT AGREEMENT  
FOR CONSTRUCTION  
OUTSIDE OF RIGHT-OF-WAY

JOB NO: W7Y47500

DATE: 11/01/2023

DRAWN BY: SB

CHECKED BY: HS

**JACOBS**

50 W. LIBERTY ST. STE #205  
RENO, NV 89501  
(775) 329-7300

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-082-16

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

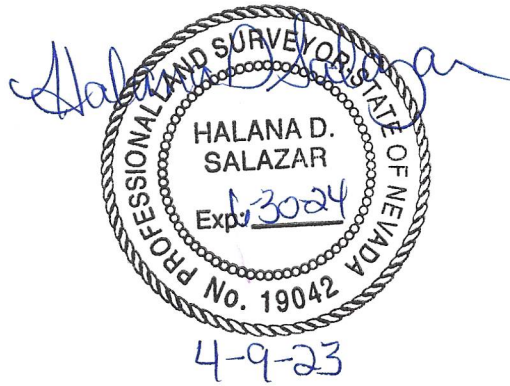
BEGINNING at the intersection of the right or southerly right-of-way line of Mill Street with Grantor's westerly boundary line, 50.50 feet right of and at right angles to Highway Engineer's Station "M" 100+64.58 P.O.T.; said point of beginning further described as bearing S. 35°20'43" W. a distance of 2,970.00 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence S. 63°45'10" E., along said southerly right-of-way line, a distance of 75.00 feet to Grantor's easterly boundary line; thence S. 25°47'53" W., along said easterly boundary line, a distance of 11.00 feet; thence along the following five (5) courses and distances:

- 1) N. 63°45'10" W. – 12.09 feet;
- 2) N. 26°14'50" E. – 9.50 feet;
- 3) N. 63°45'10" W. – 33.05 feet;
- 4) S. 25°48'01" W. – 9.50 feet;
- 5) N. 63°45'10" W. – 29.93 feet to said Grantor's westerly boundary line;

thence N. 25°47'53" E., along said westerly boundary line, a distance of 11.00 feet to the point of beginning; said parcel contains an area of 511 square feet (0.01 of an acre).



The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



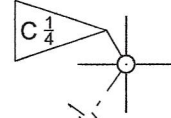
# EXHIBIT "B"



SCALE: 1"=50'

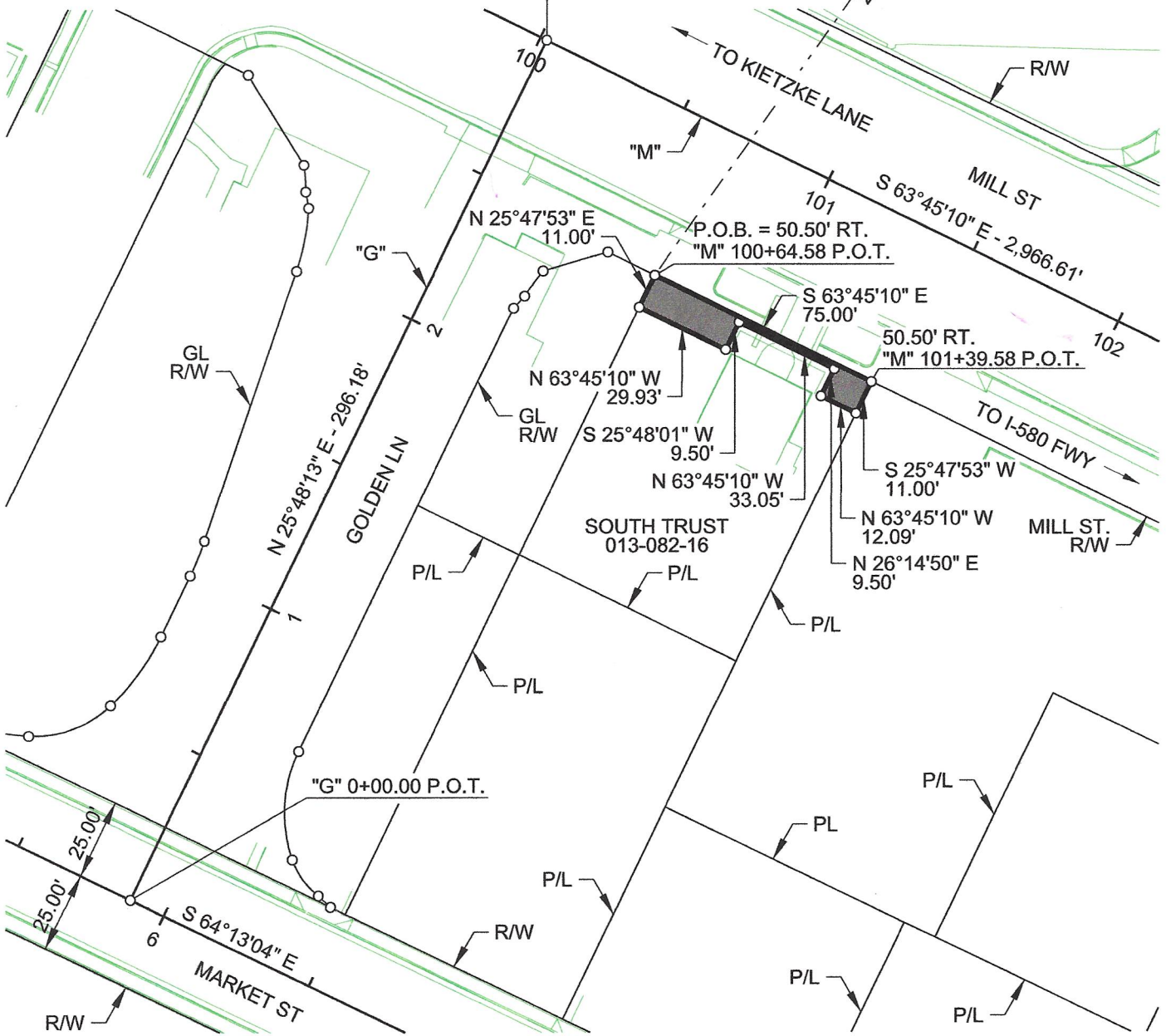


TEMPORARY CONSTRUCTION EASEMENT



TIE: S 35° 20' 43" W / 2970.00'

"M" 100+02.14 P.O.T. =  
"G" 2+96.18 P.O.T.



OWNER: DUANE R. SOUTH, TRUSTEE, GENEVIEVE A. SOUTH, TRUSTEE, SOUTH REVOCABLE TRUST DATED 12/12/11  
 ASSESSOR PARCEL NO's: APN 013-082-16  
 SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.  
 AREA: 511 SQUARE FEET  
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	<b>JACOBS</b> 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 04/09/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item:** 4.4.4

To: Regional Transportation Commission

From: Maria Paz Fernandez, Project Manager

**SUBJECT: 7th Street, 6th Street & West Street Pavement Rehabilitation Project**

**RECOMMENDED ACTION**

Approve a contract with Eastern Sierra Engineering, P.C. (ESE) to provide engineering services for the 7th Street, 6th Street and West Street Pavement Rehabilitation Project, in an amount not-to-exceed \$482,840.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C. (ESE), is for engineering and construction management services for the 7th Street, 6th Street and West Street Pavement Rehabilitation Project (Project) in the amount of \$482,840. The Scope of Services for the Project is anticipated to include eligible Improvements per the 2023 Street & Highway Program Policy, including but not limited to: portions of sidewalk, curb, gutter, driveway, bus stops, and pedestrian ramp evaluation and replacement, micromobility improvements, pavement reconstruction and micro surface treatments, utility adjustments, storm drain inlet upgrades, striping modifications, and signage.

ESE was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering services. Negotiations of ESE's scope, schedule, and budget indicated the amount for these services is within the appropriate budget. The targeted schedule for these services is as follows:

- Notice to Proceed: October 2024
  - Preliminary Design: May 2025
  - Right-of-Way Activities: June 2025
  - Final Design: October 2025
  - Begin Construction: March 2026
  - Complete Construction: October 2026
-

**FISCAL IMPACT**

Fuel tax appropriations for this item are included in the FY 2025 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.

**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 Eastern Sierra Engineering, P.C. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC has selected Eastern Sierra Engineering, P.C. from the RTC Design and Construction shortlist to perform Design and Engineering Services in connection with the 7<sup>th</sup>/6<sup>th</sup> and West Street Rehabilitation 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 in Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

The scope of services 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	\$220,680.00
Design Contingency	\$ 20,000.00
Optional Engineering During Construction/CM Services	\$222,160.00
<u>EDC/CM Contingency</u>	<u>\$ 20,000.00</u>
Total Not-to-Exceed Amount	\$482,840.00

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

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

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

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

#### ARTICLE 6 - OWNERSHIP OF WORK

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



compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

### 7.2. CONTRACT TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT when it is in RTC's best interest. CONSULTANT shall be paid its costs,

including contract closeout costs, and profit on work performed up to the time of termination. CONSULTANT shall promptly submit its termination claim to RTC to be paid CONSULTANT. If CONSULTANT has any property in its possession belonging to RTC, CONSULTANT will account for the same and dispose of it in the manner RTC directs.

#### ARTICLE 8 - INSURANCE

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

#### ARTICLE 9 - HOLD HARMLESS

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

#### ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

### 11.3. LITIGATION

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

### 11.4. CONTINUING CONTRACT PERFORMANCE

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

## ARTICLE 12 – PROJECT MANAGERS

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

## ARTICLE 13 - NOTICE

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

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

CONSULTANT:                 Brian Fitzgerald, P.E.  
Senior Engineer  
Eastern Sierra Engineering, P.C.  
4515 Towne Drive  
Reno, NV 89521  
Email: bfitzgerald@esengr.com  
(775) 848-4252

## 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

EASTERN SIERRA ENGINEERING, P.C.

By: \_\_\_\_\_  
Debbie Jenkins, P.E., President

**Exhibit A**

Project Team

Scope of Services

Schedule of Services



# PROJECT TEAM



### CONTRACT MANAGER

**DEBBIE DAVIS JENKINS, P.E.**  
PRESIDENT

### PROJECT MANAGER

**BRIAN FITZGERALD, P.E.**  
SENIOR ENGINEER

### CIVIL ENGINEERING

**BEÑAT ETXEBESTE, P.E.**  
PROJECT ENGINEER

**REED WELSH, E.I.**  
STAFF DESIGNER

**STEVEN LARKIN, P.E.\***  
STAFF ENGINEER

**MARCO ORTEGA**  
STAFF DESIGNER

**JODY HUGHES**  
SENIOR DRAFTER

### GEOTECHNICAL ENGINEERING

**MICHAEL PHELPS**  
GEOLOGIST

**ANDREW MAYSE, E.I.**  
PROJECT MANAGER

**SARAH TOMLINSON, E.I.**  
GEOTECHNICAL DESIGNER

### INSPECTION/ MATERIAL TESTING

**DENNIS BROWN**  
DIRECTOR OF CMT SERVICES

**MICHAEL PHELPS**  
SENIOR INSPECTOR

**ANDREW BRADLEY**  
SR. FIELD TECHNICIAN

**SCOTT LAZEAR**  
SR. FIELD TECHNICIAN

**BILL CARAWAY, II**  
SR. FIELD TECHNICIAN

### SURVEY - JACOBS

**ROLAND "DUKE" BROOKS**  
PROJECT MANAGER

### TRAFFIC - HEADWAY

**LOREN CHILSON, P.E.**  
PRINCIPAL  
**DYLAN AXTELL**  
PROJECT MANAGER

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. Project Management**

Prepare monthly progress reports, invoices, and billing.

Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate throughout the project. Other interested parties include the City of Reno.

Deliverables – Invoicing and progress reports.

**2. Public Agency Involvement**

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

CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution (anticipated to include properties within 500-feet of the project area). CONSULTANT will perform email of post card notifications as necessary.

**3. Investigation of Existing Conditions**

The CONSULTANT will obtain traffic data from the RTC Planning and/or City of Reno. Utilities within the project area will be located and assessed for possible conflict with the proposed project. Topographic mapping and Boundary will be determined to meet design needs.

**3.1 Traffic Data**

The CONSULTANT will conduct 7-day pneumatic bi-directional vehicle volume, classification, and speed counts at one location on 7th Street, generally between Keystone Avenue and Washington Street. Forecast future year (20-year horizon) condition traffic volumes and vehicle classifications based on the current Washoe County RTC 2050 travel demand model. Provide a summary table and technical memorandum outlining the average daily traffic volumes, percentage of vehicles by classification, and travel speeds for pavement design services.

**3.2 Visual Condition Survey**

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

CONSULTANT will evaluate existing curb and gutter and driveway approaches based upon RTC criteria. CONSULTANT will evaluate existing pedestrian ramps for compliance with current ADA standards.

### **3.3 Geotechnical Investigation and Pavement Design**

CONSULTANT will prepare a traffic control plan and an encroachment permit application will be submitted to the City of Reno for approval.

Field exploration will consist of excavating five (5) test pits on 7<sup>th</sup> Street and one (1) each on 6<sup>th</sup> Street / West Street with a rubber-tired backhoe to maximum depth of 5 feet below the existing ground surface. The test pit will be backfilled immediately after exploration. Backfill will be placed and compacted and the area regraded to the extent possible with the equipment on hand.

CONSULTANT's final soil testing program will be developed around the soils encountered during investigation. Anticipated laboratory testing includes: soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), and Resistance Value (ASTM D2844).

Upon completion of the geotechnical investigation and pavement design, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will apply the design procedures contained in the 1993 AASHTO Guide for Design of Pavement Structures and the 2021 RTC Structural Design Guide for Flexible Pavement to generate the design layer thickness associated with each pavement alternative.

Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project.

Deliverables – Geotechnical Investigation and Pavement Design Report

### **3.4 Utility Investigation**

CONSULTANT will investigate and locate all overhead utilities within the roadway R/W, and areas reasonably affected.

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.

Deliverables - Depiction of overhead and subsurface utilities on plan sheets developed during Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

### **3.5 Utility Potholing (Sole Option and Discretion of RTC)**

Should insufficient information be available from existing records to determining whether or not conflicts between the proposed work and existing utilities will occur, CONSULTANT will request approval from RTC to hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the

project limits. Deliverables will include: Depiction of subsurface utilities on plan sheets developed during Preliminary Design and information collected at each pothole.

### **3.6 Topographic Survey**

CONSULTANT will obtain cross-sections at critical locations within the length of project. Cross sectional topographical intervals shall be provided at 50' maximum spacing; surveying shall include: grade breaks, curb returns, point of tangents, point of curves, and critical locations identified within the project reconstruction limits and all legs of each intersection. Topographic data shall include but not be limited to: curb and gutter, sidewalk, driveway aprons wings, alley ways, valley gutters, pedestrian ramps, survey roadway monuments, signs, landscape walls, fences, retaining walls, trees, and connectivity of all surface and sub-surface utilities. Any street monuments that will be disturbed during construction will be tied so that they can be replaced after construction activities have been completed.

CONSULTANT will provide field topo survey in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb.

All key existing features of the project site will be located and shown on the plan. These features shall include but not be limited to, buildings, roadway cross section features, drainage features, hardscape features, and all utility features and structures.

Deliverables – Topographic survey in CAD format

### **3.7 Right of Way Mapping**

CONSULTANT will obtain record R/W based upon Washoe County GIS information. The record Right of way information will be shown on the project plans. No further resolution of the roadway right of way is included within this task.

Deliverables – Record Right of Way in CAD format

### **3.8 Right of Way Engineering Services – *Contingent Item***

It is estimated approximately twenty (20) parcels will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an encroachment exhibit for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

It is estimated approximately two (2) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 4 individual parcels. This will include Property record research, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and Exhibit maps of individual affected parcels. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments

will be addressed prior to recordation.

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

Deliverables – property boundary for four (4) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel, twenty (20) permission to construct exhibits to also be provided.

#### **4. Preliminary Roadway Design (50% Design)**

The CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Reno staff at the project site to discuss the preliminary design intents.

The CONSULTANT will conduct weekday 7-9 AM and 4-6 PM peak period turning movement counts at the Keystone Avenue / 7th Street intersection. Conduct intersection operations analysis (LOS, Delay, and Queuing) at the Keystone Avenue / 7th Street intersection for the AM and PM peak hours for existing and future year (20-year horizon) conditions. Provide a memorandum report outlining the findings and recommendations of the traffic analysis.

The CONSULTANT will design the basic traffic signal modifications for the 7<sup>th</sup> Street / Keystone Avenue intersection limited to the following elements. Minor relocation of pushbuttons, push button extensions, addition of pushbutton 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 address with only a simple construction note.

The CONSULTANT will review the pedestrian crossing on 6<sup>th</sup> street at Saint Mary's Hospital to determine is the existing passive lights are adequate or if RRFB lights should be installed and provide a memorandum report outlining the findings and recommendations of the traffic analysis. If necessary, the CONSULTANT will prepare up to two plan sheets, with technical specifications, for RRFB system modifications at the existing 6th Street crossing and make modifications based on agency comments and respond to City review comments. An engineer's estimate for the RRFB system will be provided.

Plans and Specifications. CONSULTANT will prepare preliminary Roadway, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, sidewalk, and drainage features that are deficient according to both RTC and local entity standards shall be identified. Cross sections will be developed to represent the proposed multimodal lanes for 7<sup>th</sup> Street. These include drive lanes, bike lanes, parking stalls, and multimodal paths. Findings from the traffic study will help guide the proper configurations for development in this design phase.

Deliverables – Preliminary (50%) Plans, Preliminary Cost Estimate and Specification outline

submitted to RTC and (50%) Plans to the City of Reno, and known affected utilities and parcels.

## **5. Final Design**

### **5.1 Prepare Final Construction Plans and Technical Specifications**

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

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, R/W lines, cross-sections and construction/slope limits. The final plan set is anticipated to include approximately 32 sheets and will include approximately the following sheets:

- Cover Sheet.
- Notes, Legend and Abbreviations Sheet.
- Horizontal Control.
- Utility table for construction.
- Plan/Profile Sheets (at 1"=20' scale).
- Pedestrian Ramp Grading (at 1"=5' scale).
- Detail Sheets (scales as noted).
- Signing and Striping Plan Sheets (at 1"=20').
- Traffic Signal Modifications Sheets.

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

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

- 90% Plans – One 11"x17" set and electronic (PDF) to RTC, PDF set to City of Reno, and PDF set each to utility agencies.
- 90% Specifications – One set and PDF to RTC and PDF to City of Reno.
- 100% Plans – One 11"x17" set and PDF to RTC, PDF set to City of Reno.

- 100% Specifications – One set and PDF to RTC, PDF to City of Reno.
- Final Working Plan Set – One 22”x34” set to RTC, two 11”x17” sets to RTC and electronic (PDF) set to RTC and City of Reno.
- Final Working Specification Document – One set to RTC and electronic (PDF) to City of Reno, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

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

Deliverables – Final Plans and Specifications delivered to the RTC, City of Reno and Utilities.

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

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

Deliverables – Opinion of Probably cost and time of construction.

## **6. Bidding Services**

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

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

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

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

## **7. Design Contingency / Optional Services**

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

*Traffic Signal Modification Design:*

*This task is a contingency budget for traffic signal modification design services. For clarity, the increase from basic to full design at the Keystone Avenue / 7th Street intersection is \$15,000. The contingency budget is for the increase from “basic design” to “full design” (schedules, rewiring, large poles, etc.).*

*RRFB System Modification:*

*The CONSULTANT will prepare up to two plan sheets, with technical specifications, for RRFB system modifications at the existing 6th Street crossing at Saint Mary’s Hospital and make modifications based on agency comments and respond to City review comments. An engineer’s estimate for the RRFB system will be provided.*

**8. Construction Contract Administration (Sole Option and Discretion of RTC)**

The CONSULTANT will provide the construction contract administration services as follows:

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

**9. Construction Surveying (Sole Option and Discretion of RTC)**

The CONSULTANT shall provide construction surveying for the project to include:

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

**10. Construction Inspection (Sole Option and Discretion of RTC)**

The CONSULTANT shall provide one full time inspector during all construction activities. 10-hour work days and a 60-working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference.



- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications.
- Access management to effected businesses / residences within the project limits. Working with the contractor and the parcel owners on when and how improvements will be constructed.
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
- Prepare daily inspection reports, submitted the following day to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in contractor's monthly progress payments.
- Provide verification of the distribution of public relation notices required to be delivered by the contractor.
- Assist in preparation of the Punch List.
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups.

CONSULTANT shall provide an additional inspector during paving operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement.

#### **11. Material Testing (Sole Option and Discretion of RTC)**

Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include slurry aggregate, plantmix bituminous pavement, aggregate base, Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

#### **12. Record Information (Sole Option and Discretion of RTC)**

Provide record drawings for the completed project in PDF format. Two sets of electronic drawings, in single file PDF format (22" x 34" at 300 dpi), on diskette will be provided to RTC for its files and distribution to the Local Entity(s). The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

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

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

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

**13. Construction Contingency (Sole Option and Discretion of RTC)**

*This is a contingency for miscellaneous increases within the scope of this contract in the performance of services. 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.*

**Project Schedule**  
**7th, 6th & West Street Reconstruction Project**

*10/1/2024*

<b>Milestone</b>	<b>Begin</b>	<b>End</b>	<b>Duration</b>
RTC Board Approval	10/18/2024		
Notice To Proceed	10/21/2024		
Preliminary Design	10/22/2024	3/14/2025	20 weeks
Preliminary Design Submittal - 50%	3/14/2025		
Submit R/W Summary Spreadsheet	3/14/2025		
Agency Review	3/14/2025	4/10/2025	4 weeks
Submit R/W Exhibits, Legal Description and Title Reports *	4/28/2025	8/29/2025	4 months
Final Design - 90%	4/10/2025	7/10/2025	12 weeks
Final Design Submittal - 90%	7/10/2025		
Agency Review	7/10/2025	7/31/2025	3 weeks
Final Plans - 100%	7/31/2025	8/21/2025	3 weeks
Final Plans Submittal - 100%	8/21/2025		
Submit Permissions to Construct spreadsheet and figures	8/21/2025		
Agency Review	8/21/2025	9/4/2025	2 weeks
Advertise	10/1/2025	10/29/2025	4 weeks
Open Bids	10/29/2025		
Construction NTP	4/6/2026		
Construction Complete	7/1/2026		60WD

\* - Right-of-way acquisition to be completed by RTC

**Exhibit B**

Compensation

**Exhibit B - Cost Proposal for the 7th, 6th Street and West Street  
Rehabilitation Project**

<b>Task Description</b>	<b>Task Total</b>	<b>Principal Engineer</b>	<b>Senior Engineer II</b>	<b>Project Engineer II</b>	<b>Staff Engineer II</b>	<b>Drafter II</b>	<b>Geologist</b>	<b>Senior Field Inspector</b>	<b>Senior Field Technician</b>	<b>Laboratory Expenses</b>	<b>Sub-consultant</b>
	Rate	\$ 260.00	\$ 240.00	\$ 205.00	\$ 175.00	\$ 150.00	\$ 185.00	\$ 145.00	\$ 130.00		
<b>Task 1 - Project Management</b>											
Monthly Progress reports, invoices and billings		6		30							
Task 1 Hours Subtotal		6	0	30	0	0	0	0	0		
Task 1 Labor Costs		\$ 1,560.00	\$ -	\$ 6,150.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 1 Non Labor Costs										\$ -	\$ -
<b>Total Not To Exceed Task 1</b>	<b>\$ 7,710.00</b>										
<b>Task 2 - Public and Agency Involvement</b>											
Public Information meeting (s)			2	8							
Task 2 Hours Subtotal		0	2	8	0	0	0	0	0		
Task 2 Labor Costs		\$ -	\$ 480.00	\$ 1,640.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 2 Non Labor Costs										\$ -	\$ -
<b>Total Not To Exceed Task 2</b>	<b>\$ 2,120.00</b>										
<b>Task 3 - Investigation of Existing Conditions</b>											
3.1 Traffic Data (Headway)				4							\$ 5,000.00
3.2 Visual Condition Survey			2	8	4	4					
3.3 Geotechnical Investigation and Pavement Design											
Field Exploration (7 test pits) (Sierra Nevada Construction)							10		10		\$ 12,600.00
Geological Laboratory Testing										\$ 15,620.00	
Pavement Design		2	2				4				
Report		2	4				12				
3.4 Utility Investigation/Depiction			2		6	6					
3.5 Utility Potholing											
3.6 Topographic Survey (Jacobs)											\$ 35,500.00
3.7 Right of Way Engineering Services - Easements				2	2	2					\$ 3,000.00
3.8 Right of Way Engineering Services				4	2	2					\$ 3,000.00
Twenty (20) Permissions to Construct			2		10	10					
Task 3 Hours Subtotal		4	12	18	24	24	26	0	10		
Task 3 Labor Costs		\$ 1,040.00	\$ 2,880.00	\$ 3,690.00	\$ 4,200.00	\$ 3,600.00	\$ 4,810.00	\$ -	\$ 1,300.00		\$ -
Task 3 Non Labor Costs										\$ 15,620.00	\$ 59,100.00
<b>Total Not To Exceed Task 3</b>	<b>\$ 96,240.00</b>										

**Exhibit B - Cost Proposal for the 7th, 6th Street and West Street  
Rehabilitation Project**

<b>Task Description</b>	<b>Task Total</b>	<b>Principal Engineer</b>	<b>Senior Engineer II</b>	<b>Project Engineer II</b>	<b>Staff Engineer II</b>	<b>Drafter II</b>	<b>Geologist</b>	<b>Senior Field Inspector</b>	<b>Senior Field Technician</b>	<b>Laboratory Expenses</b>	<b>Sub-consultant</b>
	Rate	\$ 260.00	\$ 240.00	\$ 205.00	\$ 175.00	\$ 150.00	\$ 185.00	\$ 145.00	\$ 130.00		
<b>Task 4 Preliminary Design</b>											
4.1 Preliminary Roadway Design (50% Design)		4	20	60	30	30					
4.2 Utility Coordination		4	4	4							
4.3 7th & Keystone Traffic Analysis (Headway)											\$ 9,000.00
4.4 7th & Keystone Basic Traffic Signal Modification (Headway)											\$ 14,000.00
Task 4 Hours Subtotal		8	24	64	30	30	0	0	0		
Task 4 Labor Costs		\$ 2,080.00	\$ 5,760.00	\$ 13,120.00	\$ 5,250.00	\$ 4,500.00	\$ -	\$ -	\$ -		
Task 4 Non Labor Costs										\$ -	\$ 23,000.00
<b>Total Not To Exceed Task 4</b>	<b>\$ 53,710.00</b>										
<b>Task 5 Final Design</b>											
5.1 Prepare Final Plans and Specifications		4	24	80	80	80					
5.2 Engineers Opinion of Probable Construction Cost and Time		2	4	4							
5.3 Traffic Engineering Support (Headway)			4								\$ 6,000.00
Task 5 Hours Subtotal		6	32	84	80	80	0	0	0		
Task 5 Labor Costs		\$ 1,560.00	\$ 7,680.00	\$ 17,220.00	\$ 14,000.00	\$ 12,000.00	\$ -	\$ -	\$ -		
Task 5 Non Labor Costs										\$ -	\$ 6,000.00
<b>Total Not To Exceed Task 5</b>	<b>\$ 58,460.00</b>										
<b>Task 6 Bidding Services</b>											
6.1 Prebid meeting, bid opening and bid review		2	8								
Task 6 Hours Subtotal		2	8	0	0	0	0	0	0		
Task 6 Labor Costs		\$ 520.00	\$ 1,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 6 Non Labor Costs											\$ -
<b>Total Not To Exceed Task 6</b>	<b>\$ 2,440.00</b>										
<b>Task 7 Design Contingency / Optional Services</b>											
Design Contingency	\$ 20,000.00										
<b>Total Task 7</b>	<b>\$ 20,000.00</b>										
<b>Total Design Services Design Through Bidding (Tasks 1 -6)</b>	<b>\$ 220,680.00</b>										
<b>Total Design Contingency (Task 7)</b>	<b>\$ 20,000.00</b>										

**Exhibit B - Cost Proposal for the 7th, 6th Street and West Street  
Rehabilitation Project**

<b>Task Description</b>	<b>Task Total</b>	<b>Principal Engineer</b>	<b>Senior Engineer II</b>	<b>Project Engineer II</b>	<b>Staff Engineer II</b>	<b>Drafter II</b>	<b>Geologist</b>	<b>Senior Field Inspector</b>	<b>Senior Field Technician</b>	<b>Laboratory Expenses</b>	<b>Sub-consultant</b>
	Rate	\$ 260.00	\$ 240.00	\$ 205.00	\$ 175.00	\$ 150.00	\$ 185.00	\$ 145.00	\$ 130.00		
<b>Task 8 Construction Contract Administration (Optional)</b>											
Contract Administration (60 Working Days)		4	12	24	60						
Task 8 Hours Subtotal		4	12	24	60	0	0	0	0		
Task 8 Labor Costs		\$ 1,040.00	\$ 2,880.00	\$ 4,920.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -		
Task 8 Non Labor Costs											\$ -
<b>Total Not To Exceed Task 8</b>	<b>\$ 19,340.00</b>										
<b>Task 9 Construction Surveying (Optional)</b>											
Set Centerline, offsets, utility and striping (Jacobs)			2	12					20		\$ 62,500.00
Task 9 Hours Subtotal		0	2	12	0	0	0	0	20		
Task 9 Labor Costs		\$ -	\$ 480.00	\$ 2,460.00	\$ -	\$ -	\$ -	\$ -	\$ 2,600.00		
Task 9 Non Labor Costs											\$ 62,500.00
<b>Total Not To Exceed Task 9</b>	<b>\$ 68,040.00</b>										
<b>Task 10 Construction Inspection (Optional)</b>											
Full time inspector (assume 80 working days)			4	40				600			
Additional inspector as needed								60			
Traffic Signal Modification Support (Headway)											\$ 6,000.00
Task 10 Hours Subtotal		0	4	40	0	0	0	660	0		
Task 10 Labor Costs		\$ -	\$ 560.00	\$ 4,800.00	\$ -	\$ -	\$ -	\$ 66,000.00	\$ -		
Task 10 Non Labor Costs											\$ 6,000.00
<b>Total Not To Exceed Task 10</b>	<b>\$ 77,360.00</b>										
<b>Task 11 Material Testing (Optional)</b>											
Material Testing per Orange Book				20					180	\$ 24,200.00	
Task 11 Hours Subtotal		0	0	20	0	0	0	0	180		
Task 11 Labor Costs		\$ -	\$ -	\$ 4,100.00	\$ -	\$ -	\$ -	\$ -	\$ 23,400.00		
Task 11 Non Labor Costs										\$ 24,200.00	\$ -
<b>Total Not To Exceed Task 11</b>	<b>\$ 51,700.00</b>										

**Exhibit B - Cost Proposal for the 7th, 6th Street and West Street  
Rehabilitation Project**

<b>Task Description</b>	<b>Task Total</b>	<b>Principal Engineer</b>	<b>Senior Engineer II</b>	<b>Project Engineer II</b>	<b>Staff Engineer II</b>	<b>Drafter II</b>	<b>Geologist</b>	<b>Senior Field Inspector</b>	<b>Senior Field Technician</b>	<b>Laboratory Expenses</b>	<b>Sub-consultant</b>
	Rate	\$ 260.00	\$ 240.00	\$ 205.00	\$ 175.00	\$ 150.00	\$ 185.00	\$ 145.00	\$ 130.00		
<b>Task 12 Record Information (Optional)</b>											
Provide as-built drawings		2	4	8	8	8					
Task 12 Hours Subtotal		2	4	8	8	8	0	0	0		
Task 12 Labor Costs		\$ 520.00	\$ 960.00	\$ 1,640.00	\$ 1,400.00	\$ 1,200.00	\$ -	\$ -	\$ -		
Task 12 Non Labor Costs											\$ -
<b>Total Not To Exceed Task 12</b>	<b>\$ 5,720.00</b>										
<b>Task 13 Construction Contingency (Optional)</b>											
Construction Contingency	\$ 20,000.00			ESE reserves the right to substitute any personnel listed in the rate sheet for each task							
<b>Total Not To Exceed Task 13</b>	<b>\$ 20,000.00</b>										
<b>Total Construction Services (Tasks 8 -12) (Optional)</b>	<b>\$ 222,160.00</b>										
<b>Total Construction Contingency (Task 13) (Optional)</b>	<b>\$ 20,000.00</b>										
<b>Total Not-to-Exceed Amount</b>	<b>\$ 482,840.00</b>										



## 2024 STANDARD RATES FOR TECHNICAL SERVICES

### I. PERSONNEL

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc. All rates are subject to a 3.5% increase in January for each subsequent year of the contract.

#### A. Professional Services

President	\$325.00/hour
Principal Engineer	\$260.00/hour
Senior Engineer II	\$240.00/hour
Senior Engineer I	\$220.00/hour
Project Engineer II	\$205.00/hour
Project Engineer I	\$195.00/hour
Staff Engineer/Designer III	\$185.00/hour
Staff Engineer/Designer II	\$175.00/hour
Staff Engineer/Designer I	\$165.00/hour
Senior Drafter	\$160.00/hour
Drafter	\$140.00/hour
Administration	\$115.00/hour
Director of CMT Services	\$150.00/hour
Lab Manager	\$135.00/hour

#### B. Technical Services

Geologist	\$185.00/hour
Senior Field Inspector	\$145.00/hour
Field Inspector	\$135.00/hour
Senior Field Technician	\$130.00/hour
Field Technician	\$110.00/hour
Field Technician/Inspector Travel Time	\$85.00/hour
Field Technician/Inspector (Prevailing Wage)	Quote
Overtime Work	Rate plus 50%

### II. EXPENSES

#### A. Expenses

Travel	Current IRS Standard Mileage Rate
Subsistence (Food)*	Quote
Subsistence (Room)	Cost plus 10%
Supplies & Shipping	Cost plus 10%

\*Variable depending on contract requirements.

#### B. Equipment

Vehicle Surcharge*	Quote
Mobile Lab Trailer (Need power supplied)	\$1500.00/month
Torque Wrench	\$45.00/day

\*Variable depending on contract requirements.

### III. SUBCONTRACTS

Subcontract services will be invoiced at cost plus 10%.

### IV. LABORATORY SERVICES

#### Test Types

#### Unit Price/Test

#### *Index Tests*

Moisture Content of Soil (ASTM D2216, AASHTO T265)	\$45
Moisture Content and Dry Density of Soil	\$60
Atterberg Limits (ASTM D4318, AASHTO T89/90) - Plastic	\$145
Atterberg Limits (ASTM D4318, AASHTO T89/90) - Non-Plastic	\$100

#### *Particle Size Analysis*

Sieve Analysis (ASTM C136, AASHTO T27)	\$130
Sieve Analysis w/ Recycled AC (ASTM C136, AASHTO T27)	\$180
Sieve Analysis Large Aggregate (ASTM C136, AASHTO T27)	\$200
Minus No. 200 Determination - Soil (ASTM D1140)	\$90
Minus No. 200 Determination - Aggregate (ASTM C117)	\$70
Hydrometer Analysis (ASTM D422, AASHTO T88)	\$325

#### *Specific Gravity*

Soils (AASHTO T100)	\$165
Fine Aggregate w/Absorption (ASTM C128, AASHTO T84)	\$110
Coarse Aggregate w/Absorption (ASTM C127, AASHTO T85)	\$100

#### *Moisture-Density Relations*

Standard Proctor (ASTM D698, AASHTO T99)	\$305
Modified Proctor (ASTM D1557, AASHTO T180)	\$340
Compaction Check Point	\$140
Rock Correction per sample (ASTM D4718)	\$140

#### *Aggregate Testing*

Clay Lumps and Friable Particles (ASTM C142, AASHTO T112)	\$135
Flat and Elongated (ASTM D4791)	\$110
Fractured Faces (ASTM D5821, AASHTO T335)	\$110
Sand Equivalent (ASTM D2419, AASHTO T176))	\$100
Organic Impurities (ASTM C40, AASHTO T21)	\$110
Unit Weight of Aggregate (ASTM C29, AASHTO T19)	\$150
Sodium Soundness (ASTM C88, AASHTO T104)	\$85 per fraction
Los Angeles Abrasion (ASTM C131, AASHTO T96)	\$250
Large Size Los Angeles Abrasion (ASTM C535)	\$325
Durability Index (ASTM D3744, AASHTO T210)	\$275
Cleanness Value (CT 227)	\$180
Fine Aggregate Angularity (ASTM C1252, AASHTO T304)	\$135

***Other Testing***

R-Value (ASTM D2844, AASHTO T190) \$400

***Concrete Testing***

Compression of 4x8 Concrete Cylinder (ASTM C39) \$35  
 Compression of 6x12 Concrete Cylinder (ASTM C39) \$45  
 Compression of Grout Cylinder (UBC 24-28) \$35  
 Compression of Mortar Cylinder (UBC 24-22) \$35  
 Hold Cylinder (cured not tested) \$20  
 Concrete Mix Design Quote

***Asphalt Concrete Testing***

Bitumen Content by Ignition \$165  
 Bitumen Content by Solvent Extraction \$275  
 Mechanical Analysis of Extracted Aggregate \$130  
 Preparation of Aggregate Sample (Lab batching) \$55  
 Lab Mixing of HMA (per point) \$50  
 Maximum Theoretical Specific Gravity (Rice) \$145  
 Bulk Specific Gravity of HMA Specimen - Core \$50  
 Moisture Content of Asphalt Mixture by Oven Method \$55  
 Effects of Moisture on AC Mixtures (TSR) (ASTM D4867, AASHTO T283)  
     Lab Produced HMA Sample \$1520  
     Plant Produced HMA Sample \$1025  
     Lab Produced RHMA-G Sample \$2090  
     Plant Produced RHMA-G Sample \$1650  
 Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)  
     Lab Produced HMA Sample \$1650  
     Plant Produced HMA Sample \$1210  
     Lab Produced RHMA-G Sample \$2200  
     Plant Produced RHMA-G Sample \$1760  
 Gyrotory Compaction and Air Voids (AASHTO T312/T166)  
     Lab Produced HMA Sample, each specimen \$230  
     Plant Produced HMA Sample, Set of 3 Briquettes \$380  
     Lab Produced RHMA-G Sample, each specimen \$350  
     Plant Produced RHMA-G Sample, Set of 3 Briquettes \$745  
 Marshall Compaction with Stability, Flow & Volumetrics  
     Lab Produced HMA Sample, Set of 3 Briquettes \$665  
     Plant Produced HMA Sample, Set of 3 Briquettes \$350  
 Hveem Compaction with Stability & Volumetrics  
     Lab Produced HMA Specimen - each \$255  
     Plant Produced HMA Sample, Set of 3 Briquettes \$420  
 RAP Testing (Caltrans LP-9/CT384) \$2535  
 Ignition Oven Calibration (Variable depending on number of specimens) Variable  
 Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave) Quote

***Notes:***

- Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.
- All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.
- Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.
- Inspection and materials testing technician services are billed portal to portal from the laboratory. There is 2–4 hour minimum charge for services.
- Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday.

## **Exhibit C**

### Indemnification and Insurance Requirements

## ATTACHMENT C

### 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) 332-9511.

#### 2. INDEMNIFICATION

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

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

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

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

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

If an Indemnitee is found to be liable in the proceeding, then 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 Indemnites the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnites; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of the Professional Services Agreement.

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

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



## 9. OTHER CONDITIONS

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

## 10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

### **13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item: 4.4.5**

To: Regional Transportation Commission

From: Austin McCoy, Project Manager

**SUBJECT: White Fir Rehabilitation Project**

**RECOMMENDED ACTION**

Approve a contract with DOWL, LLC for design services and engineering during construction for the White Fir Rehabilitation Project, in an amount not-to-exceed \$725,667.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with DOWL, LLC (DOWL) is for professional design services for the White Fir Rehabilitation Project in the amount of \$314,245 and engineering during construction services (EDC) in the amount of \$361,422. Project contingency in the amount of \$50,000 is also included in the agreement.

The project includes the rehabilitation of White Fir Street from the Truckee River east bridge abutment to the cul-de-sac at its eastern terminus. DOWL was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management, and quality assurance. DOWL's scope, schedule, and negotiated budget amount for services is within the appropriated budget.

- Design Notice-to-Proceed: October 2024
- 60% Design Submittal: Spring 2025
- Final Design Submittal: Fall 2025
- Construction: Summer 2026

**FISCAL IMPACT**

Project appropriations are included in the FY 2025 Budget.

**PREVIOUS BOARD ACTION**

6/17/2022 Approve the qualified list of consultants to provide civil engineering, design, and construction management services for the Street and Highway Program.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

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

WITNESSETH:

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

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates and 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	\$281,213.00
Optional Design Services	\$33,032
Design Contingency	\$25,000
Engineering During Construction Services	\$361,422
<u>Engineering During Construction Services Contingency</u>	<u>\$25,000</u>
Total Not-to-Exceed Amount	\$725,667.00

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

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

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

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

#### ARTICLE 6 - OWNERSHIP OF WORK

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



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

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

## 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 Austin McCoy, 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 Keith Karpstein, 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  
  Austin McCoy, P.E.  
  RTC Project Manager  
  Regional Transportation Commission  
  1105 Terminal Way  
  Reno, Nevada 89502  
  Email:  
  (775)335-1824

CONSULTANT:                 Keith Karpstein, P.E.  
  Senior Project Manager  
  DOWL  
  5510 Longley Lane  
  Reno, Nevada 89511  
  Email: KKarpstein@dowl.com  
  (775) 284-7898

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

- 14.2. UNAVOIDABLE DELAYS

If the timely completion of the services under this Agreement should be unavoidably delayed, RTC may extend the time for completion of this Agreement for not less than the number of days CONSULTANT was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during

CONSULTANT's performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of CONSULTANT, is substantial and in fact causes CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

- A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.
- B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS’ FEES

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

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

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

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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

DOWL

By: \_\_\_\_\_  
Bob Goodrich, Senior Project Manager



## **Exhibit A**

### Scope of Services



This is **EXHIBIT A**, consisting of **12** pages, is referred to in and part of the **Agreement between Owner and DOWL for Professional Services**.

Project No. 7371.30474.00

## **Engineer's Services**

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Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Project Management Phase*

A. Engineer shall:

1. Schedule maintenance, cost control, filing, resource allocation, and routine communications.
2. Coordination with RTC project manager and staff, including conference calls and internal meetings. Scheduled progress meetings are planned bi-weekly.
3. Monitor changes to the scope, budget, or schedule and developing change management strategies with the RTC project manager.
4. Prepare monthly progress reports, invoices and billing.
5. Coordinate and attend kick-off meeting with RTC and City of Reno. The purpose of the meeting is to identify scope of work to be included in design effort.

B. Deliverables:

1. Monthly invoices
2. Meeting agendas and minutes

#### *A1.02 Investigation of Existing Conditions Phase*

- A. Condition Survey: CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC and City of Reno criteria. The evaluation will take place during a site walk with representatives from RTC and City of Reno. The CONSULTANT shall also evaluate existing pedestrian ramps and driveways for compliance with current PROWAG ADA standards and consider improvements needed for pedestrian connectivity.
- B. Traffic Data Collection: Traffic data is needed to estimate the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records.
- C. Geotechnical Exploration Plan: The locations for boring will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that approximately eight (8) borings and five (5) hand augers will be required. The primary objective of the boring and auger program will be to

establish pavement, base, and subgrade layer thickness and material properties. Preparation and coordination of Encroachment and Excavation permit with the City of Reno is included.

- D. Geotechnical Investigation: CONSULTANT will identify the subsurface soils by truck-mounted drill rig to a depth of five to ten feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. Representative samples of the soils encountered will be used for testing to aid in classification and moisture content determination. The results of the geotechnical investigation and associated laboratory testing will be summarized in a written report.

Five (5) hand auger excavations will be performed in the vicinity of the proposed sidewalk addition. Excavations will be performed using hand tools such as a power auger, hand auger, digging bar and shovel to a maximum depth of four (4) feet below ground surface or practical refusal, whichever comes first. Bulk sample of the excavated spoils will be collected for laboratory testing.

- E. Develop Feasible Rehabilitation Alternatives: CONSULTANT will identify feasible pavement rehabilitation alternatives for the project. Among the alternatives that may be considered are:

1. Roadbed modification, partial removal and AC overlay
2. Removal of composite material and placement of new base and AC overlay
3. Pulverized base, partial removal and AC overlay
4. Removal of composite material, subgrade stabilization (treatment or geosynthetic placement) and placement of new base and AC overlay

- F. Upon completion of the geotechnical investigation, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will then apply the design procedures contained in the latest 2021 Regional Transportation Commission of Washoe County Flexible Pavement Design Manual to generate the design layer thickness associated with each pavement alternative.

- G. Identify Optimum Rehabilitation Alternative: CONSULTANT will prepare the recommended rehabilitation alternative(s) for the project for RTC approval.

- H. Utility Investigation/Depiction

1. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected.
  - a. Deliverables: Depiction of all overhead utilities within the roadway right-of-way on plan sheets developed under Phase 5, Final Design.
2. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

- a. Deliverables: Depiction of subsurface utilities on plan sheets developed under Phase 5, Final Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
3. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility agencies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.
- I. Report: The findings and recommendations of CONSULTANT for all tasks identified under Phase 2 shall be submitted by report with backup documentation. The Geotechnical Report and pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

#### A1.03 *Utility Pothole Exploration Phase (Optional)*

- A. Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall pothole a sufficient number of locations to make such a determination. The exploration would be focused on shallow utilities in the area such as gas and communications conduit. The pothole exploration would be limited to an 8-hour work shift.

#### A1.04 *Topographic Survey and Mapping Phase*

- A. DOWL will conduct a design grade topographic survey across approximately 4,000 feet of White Fir St. within the limits of this proposed work, plus a buffer as requested by DOWL engineers. Control will be set in such a manner as to be useful for construction after design. Control will be set with a mixture of static GPS observations, trig leveling and network adjustments done in TBC and/or Starnet. Coordinate system will be that required by Washoe County – Nevada State Plane West, NAD83(HARN) US Survey Foot scaled from 0,0 by grid to ground combined factor 1.000197939. Horizontal control may be based on either the TURN GPS CORS station network, or local found county control. Elevations will be based on NAVD88 Geoid 18, tied from either the TURN GPS CORs station network, or local benchmarks as published by the City of Reno. A basis of bearings, elevations, distances and coordinates will be provided along with a CSV of the control, and their associated accuracies.
- B. All existing improvements will be located. Utilities will be dipped for either pipe invert, or top of nut (as conditions allow). Curb, gutter, sidewalk, crown of road, edge of pavement, and all other hard scape will be surveyed by total station. DOWL intends to fly the site with survey grade drone for background imagery, and surface data in unimproved areas. DOWL will not be surveying boundary or right of way.
- C. Deliverables:
  1. Civil 3D surface not exceeding 50MB in size and meeting the ASPRS 10cm vertical accuracy class (NMAS 1' contour). Road surface and hard scape expected to be within 0.05'

2. Civil 3D topographic survey comprising improvements and utilities as 2D linework. (Utilities will be represented by COGO points and will be at elevation).
3. Ortho imagery
4. Control network and associated basis of bearings, elevations, distances and coordinates.

D. Special Conditions:

1. This topographic survey will not be plotted to PDF as the engineers desire this data in an electronic form for design in CAD. Client can be provided these survey data as a Civil 3D dwg, however said DWG will be digitally signed and stamped by the PLS in responsible charge, and locked from modification.

A1.05 *Final Design Phase*

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

B. Final Plans and Specifications:

1. Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.
2. The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, right-of-way lines (City of Reno GIS provided), cross-sections and construction/slope limits. The final plan set will include, as a minimum:
  - a. Cover Sheet
  - b. General Notes Sheet
  - c. Abbreviations & Legend Sheet
  - d. Survey & Alignment Control Sheet
  - e. Sheet Index
  - f. Plan/Profile Sheets (at 1"=20' scale) – 8 Sheets
  - g. Intersection Grading Detail Sheet (at 1"=10') – 2 Sheets
  - h. Cross-section Sheets (at 1"=20' scale) – 1 Sheet
  - i. Signage & Striping Plan Sheets (at 1"=20') – 4 Sheets
  - j. General Detail Sheets (scales as noted) - 6 Sheets

- k. Special Detail Sheets (as needed). – 2 Sheets
3. 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.”
4. The Contract Documents and Technical Specifications will reference the 2012 edition, revision no. 8, of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entity, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:
  - a. 50% & 90% Plans – 22”x34” .pdf set to RTC, Local Entity and each utility agency or other affected parties.
  - b. 90% Specifications – .pdf and word document to RTC and Local Entity.
  - c. 100% Plans – 22”x34” .pdf set to RTC, Local Entity and each utility agency or other affected parties.
  - d. 100% Specifications – .pdf and word document to RTC and Local Entity.
  - e. Final Working Plan Set – One 22”x34” set to RTC, one 11”x17” set each to RTC and Local Entity.
  - f. Final Working Specification Document – One set each to RTC and Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
5. A comment resolution matrix will be included with the 90% and 100% submittal that addresses comments received on the 50% and 90% submittals. Responses will be noted as A (no further action, designer will comply), B (designer to re-evaluate), or D (designer will not comply).
6. A design technical memorandum will be provided for the 50% and 90% submittals that summarizes the major design components, design decisions, assumptions, and items requiring further discussion with RTC and Local Entity.
7. 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.

8. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and utility agency review comments.
  9. It is assumed that no comments will be made on the 100% submittal. The submittal review will be limited to confirm that all 50% and 90% submittal comments have been addressed.
  10. Traffic control plans will be provided by the Contractor.
- C. Engineer's Opinion of Probable Construction Costs and Time. Provide an Engineer's opinion of probable construction costs for the project based on the level of 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. This deliverable will be provided at the 50%, 90% and 100% design milestones.
- D. Provide permission to construct (PTC) exhibits for each driveway being replaced for RTC use. Up to 6 exhibits will be prepared. It is assumed that RTC will provide the PTC document to accompany the exhibit and coordinate with the property owners. Temporary or permanent easements, if required, will be completed under a separate task.
- E. Provide general coordination with UPRR for the planned work. This assumes no encroachment or crossing permit is required and no special monitoring during construction is needed.
- F. There will be no sewer or storm drain CCTV or condition assessment review services provided as part of this scope of work.

#### *A1.06 Right-of-Way Engineering (Optional)*

- A. The purpose of this task is to prepare temporary or permanent easements that may be necessary to complete the planned work. A metes and bounds description and an exhibit will be prepared for each. Easement document is assumed to be provided by RTC.
- B. This task is anticipated necessary if a new sidewalk is included along the frontage of APN 212-050-01. A permanent easement would be needed to cover the new sidewalk and a temporary easement needed for restoration work of the existing landscape or hardscape improvements. If additional sidewalk improvements are included outside of the parcel noted above, easements needed for that work would be provided under the design contingency task.

#### *A1.07 Design Contingency Phase (Optional)*

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

#### A1.08 *Bidding Services Phase*

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

#### A1.09 *Contract Administration Phase*

- A. Provide contract administration services as follows:
  - 1. Prepare the preconstruction conference agenda and meeting minutes.
  - 2. Review and respond to contractor submitted Requests for Information (RFI).
  - 3. Perform construction coordination
  - 4. Prepare weekly construction meeting agenda and meeting minutes.
  - 5. Review and provide recommendations on contractor's traffic control plans
  - 6. Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
  - 7. Review and provide recommendations on test results
  - 8. Review and provide recommendations on contractor's construction schedule and work progress
  - 9. Review construction for acceptance and/or mitigation
  - 10. Provide verification and approval of contractor's monthly pay request
  - 11. Supervise the inspection, surveying and material testing activities
  - 12. Provide recommendations to the RTC for any necessary construction changes due to field conditions
  - 13. Assist in change order review and approval





#### A1.10 *Construction Surveying & UPR Rail Monitoring Phase*

- A. Project management, scheduling, and Contractor coordination.
- B. Provide UPR track & ground monitoring during construction across and within 60' of the rail spur crossing White Fir. Per UPR requirements, survey will set monuments on rail as specified by UPR. Said monuments will be tied twice every day during construction to monitor movement, once at the beginning of each day, once at the end of each day. Per UPR requirements, monitoring will continue for 7 days after the completion of construction within 60' of said rail spur. DOWL assumes construction within 60' of said UPR spur will be completed within 7 days. Total of 14 days of monitoring including the 7 days of post construction monitoring.
- C. Provide one set of construction stakes for the following work:
  1. Offset stakes for approximately 4,000 feet of centerline of road. The contractor is expected to determine EP from said centerline stakes.
  2. Stakes for up to 8 ADA ramps.
  3. Stakes for approximately 1,400 linear feet of sidewalk.

#### A1.11 *Construction Observation Phase*

- A. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 70 working day contract period are anticipated. This inspector will:
  1. Attend the preconstruction conference
  2. Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
  3. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
  4. Prepare daily field/observation reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
  5. Provide quantity reports and assist in contractor's monthly progress payments
  6. Provide verification of the distribution of public relation notices required to be delivered by the contractor
  7. Assist in preparation of the Punch List
  8. Maintain a field blue-line set of drawings to incorporate contractor record drawing mark-ups
  9. Attend weekly construction progress meetings. Assume 16 weekly meetings per schedule below.

### A1.12 *Materials Testing Phase*

- A. Provide Material Testing for compliance with the project Specifications and the Standard Specifications for Public Works Construction, 2012 Edition (Orange Book) testing requirements as amended. Materials to be tested will include hot mix asphalt, aggregate base, cement treated base, native subgrade material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance / mitigation of materials, shall be submitted promptly to the RTC and carbon copy (cc'd) to the appropriate governmental jurisdiction(s).
- B. Provide on-site nuclear gauge testing and sampling during the placement of aggregate base and road base placement. Provide laboratory testing, including: moisture density curves (Proctor), plasticity index (PI), and gradation (sieve analysis). Provide laboratory compressive strength tests of roadway modified base material. Test frequency shall comply with the latest amendment of the Specifications for Public Works Construction (Orange Book). Provide verbal results at the time of testing to the inspector and written Test Reports to the project manager and the Contractor, on a weekly basis; Test Reports shall be stamped by a State of Nevada licensed Professional Engineer (PE).
- C. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.
- D. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
- E. Provide Plantmix Bituminous Pavement Testing. Provide On-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement. Plantmix bituminous pavement tests shall be per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
- F. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
- G. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.
- H. Provide on-site concrete testing and sampling during the placement of concrete. Provide tests including: air content, slump and compressive strength of 6-inch by 12-inch molded cylinders with sulfur caps and maximum / minimum thermometer readings for field curing. Testing will meet the



requirements specified in Section 336 of the Supplemental Specifications. Test frequency shall comply with the latest amendment of the Specifications for Public Works Construction (Orange Book). Provide verbal results at the time of testing to the Construction Inspector and written Test Reports (including max. & min. temperatures) to the Project Manager and the Contractor, on a weekly basis. Test cylinders will be prepared in accordance with ASTM C31/C31M.

*A1.13 As-Built Information Phase*

- A. Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file PDF format (22" x 34" at 300 dpi), on diskette will be provided to RTC for its files and distribution to the Local Entity. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.
- B. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:
- C. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
- D. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.
- E. 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.

*A1.14 Construction Contingency Phase (Optional)*

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

**PART 2 - COMPENSATION**

- A. Owner shall pay Engineer for Basic Services set forth in this Exhibit A as follows:

- 1. A Time and Materials amount of \$725,667 (Not to Exceed) based on the following estimated distribution of compensation:
  - a. Project Management Phase \$22,277
  - b. Investigation of Existing Conditions Phase \$63,100
  - c. Utility Pothole Exploration Phase (Optional) \$28,006
  - d. Topographic Survey and Mapping Phase \$35,375
  - e. Final Design Phase \$152,478
  - f. Right-of-Way Engineering Phase (Optional) \$5,026



- g. Design Contingency Phase (Optional) \$25,000
  - h. Bidding Services Phase \$7,983
  - i. Contract Administration Phase \$93,581
  - j. Construction Surveying & UPR Rail Monitoring Phase \$55,788
  - k. Construction Observation Phase \$111,755
  - l. Materials Testing Phase \$92,552
  - m. As-built Information Phase \$7,746
  - n. Construction Contingency Phase (Optional) \$25,000
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Not to Exceed amount unless approved in writing by the Owner.
  3. The Not to Exceed amount includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Not to Exceed amount to account for labor, overhead, profit, and Reimbursable Expenses.
  4. The portion of the Not to Exceed amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated above is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**PART 3 – PROJECT SCHEDULE**

Milestone	Begin	End	Duration
RTC Board Approval	10/18/24		
Notice to Proceed	10/22/24		
Investigation of Existing Conditions, Identification of Project Scope, Survey and Mapping	10/28/24	1/31/25	14 weeks
50% Design	2/3/25	3/28/25	8 weeks
Agency Review (50% Design)	3/31/25	4/25/25	4 weeks



90% Design	4/28/25	7/18/25	12 weeks
Agency Review (90% Design)	7/21/25	8/15/25	4 weeks
100% Design	8/18/25	9/26/25	6 weeks
Bidding	11/18/25	12/16/25	4 weeks
Construction	4/6/26	7/26/26	16 weeks

**Exhibit B**

Compensation



**Project: White Fir Street Rehabilitation**  
**Client: RTC**  
**Project or Contract #:**  
**9/18/2024**

Prepared By:  
**Keith Karpstein**  
 Reviewed By:  
**Jared L Trowbridge**

**Summary**

Phase Name	Task	Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals	
		Hours	Cost				
Project Management	1	Project coordination and management	60	\$ 14,028.60	\$ -	\$ -	\$ 14,028.60
	2	Monthly Reports/Progress Billings	16	\$ 2,801.60	\$ -	\$ -	\$ 2,801.60
	3	Progress Meetings	24	\$ 5,438.40	\$ 8.80	\$ -	\$ 5,447.20
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other <b>Subtotal</b>		<b>100</b>	<b>\$ 22,268.60</b>	<b>\$ 8.80</b>	<b>\$ -</b>	<b>\$ 22,277.40</b>
Investigation of Existing Conditions	1	Sidewalk, C&G and Driveway Condition Survey	20	\$ 3,687.40	\$ 23.10	\$ -	\$ 3,710.50
	2	Traffic Data Coordination/Collection	4	\$ 813.70	\$ -	\$ -	\$ 813.70
	3	Geotechnical Field Exploration	5	\$ 849.75	\$ -	\$ 26,629.20	\$ 27,478.95
	4	Geotechnical Laboratory Testing	-	\$ -	\$ -	\$ 11,975.00	\$ 11,975.00
	5	Geotechnical Investigation Report	6	\$ 1,194.80	\$ -	\$ 8,750.00	\$ 9,944.80
	6	Existing Utility Data/As-builts Research and Mapping (USA Design Inquiry Request)	56	\$ 9,177.30	\$ -	\$ -	\$ 9,177.30
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other <b>Subtotal</b>		<b>91</b>	<b>\$ 15,722.95</b>	<b>\$ 23.10</b>	<b>\$ 47,354.20</b>	<b>\$ 63,100.25</b>	
Utility Pothole Exploration (Optional)	1	Pothole plan and coordination	21	\$ 3,692.55	\$ -	\$ -	\$ 3,692.55
	2	On-site potholing	8	\$ 1,153.60	\$ 20,023.10	\$ -	\$ 21,176.70
	3	Pothole summary and utility updating	19	\$ 3,136.35	\$ -	\$ -	\$ 3,136.35
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other <b>Subtotal</b>		<b>48</b>	<b>\$ 7,982.50</b>	<b>\$ 20,023.10</b>	<b>\$ -</b>	<b>\$ 28,005.60</b>
Survey and Mapping	1	Project management	24	\$ 5,191.20	\$ -	\$ -	\$ 5,191.20
	2	Control survey	16	\$ 3,460.80	\$ 27.30	\$ -	\$ 3,488.10
	3	Drone flight	4	\$ 700.40	\$ 27.30	\$ -	\$ 727.70
	4	Topo field	40	\$ 9,888.00	\$ 109.20	\$ -	\$ 9,997.20
	5	Manhole dips	24	\$ 5,932.80	\$ 81.90	\$ -	\$ 6,014.70
	6	Mission planning	4	\$ 865.20	\$ -	\$ -	\$ 865.20
	7	Field data processing	4	\$ 659.20	\$ -	\$ -	\$ 659.20
	8	Topo surface and planimetric drafting	30	\$ 4,944.00	\$ -	\$ -	\$ 4,944.00
	9	Quality control	16	\$ 3,460.80	\$ 27.30	\$ -	\$ 3,488.10
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other <b>Subtotal</b>		<b>162</b>	<b>\$ 35,102.40</b>	<b>\$ 273.00</b>	<b>\$ -</b>	<b>\$ 35,375.40</b>
	1	Site Visits	32	\$ 5,953.40	\$ 69.30	\$ -	\$ 6,022.70
	2	<b>50% Plans (Estimated Sheet List)</b>	-	\$ -	\$ -	\$ -	\$ -
	3	Title Sheet	3	\$ 561.35	\$ -	\$ -	\$ 561.35
	4	General Notes	3	\$ 633.45	\$ -	\$ -	\$ 633.45
	5	Legend & Abbreviations	3	\$ 561.35	\$ -	\$ -	\$ 561.35
	6	Survey Control	12	\$ 2,286.60	\$ -	\$ -	\$ 2,286.60
	7	Sheet Index	6	\$ 1,030.00	\$ -	\$ -	\$ 1,030.00
	8	Roadway Plan & Profile (8 Sheets)	116	\$ 19,425.80	\$ -	\$ -	\$ 19,425.80
	9	Intersection Details (2 sheets)	24	\$ 4,264.20	\$ -	\$ -	\$ 4,264.20
	10	Signage and Striping (4 Sheets)	22	\$ 4,233.30	\$ -	\$ -	\$ 4,233.30
	11	Standard Details (6 Sheets)	10	\$ 1,699.50	\$ -	\$ -	\$ 1,699.50



**Project: White Fir Street Rehabilitation**  
**Client: RTC**  
**Project or Contract #:**  
**9/18/2024**

Prepared By:  
**Keith Karpstein**  
 Reviewed By:  
**Jared L Trowbridge**

**Summary**

Phase Name	Task	Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals	
		Hours	Cost				
Final Design	12	Special Details (2 sheets)	16	\$ 3,254.80	\$ -	\$ -	\$ 3,254.80
	13	50% Opinion of Probable Cost	18	\$ 3,141.50	\$ -	\$ -	\$ 3,141.50
	14	50% Design memo	24	\$ 4,120.00	\$ -	\$ -	\$ 4,120.00
	15	Review meeting	6	\$ 1,194.80	\$ -	\$ -	\$ 1,194.80
	16	90% Plans	204	\$ 34,669.80	\$ -	\$ -	\$ 34,669.80
	17	90% Technical Specs	56	\$ 10,382.40	\$ -	\$ -	\$ 10,382.40
	18	90% Opinion of Probable Cost	28	\$ 4,985.20	\$ -	\$ -	\$ 4,985.20
	19	90% Design memo	24	\$ 4,120.00	\$ -	\$ -	\$ 4,120.00
	20	Review meeting	6	\$ 1,194.80	\$ -	\$ -	\$ 1,194.80
	21	100% Plans	84	\$ 13,719.60	\$ -	\$ -	\$ 13,719.60
	22	100% Technical Specs	34	\$ 6,458.10	\$ -	\$ -	\$ 6,458.10
	23	100% Opinion of Probable Cost	18	\$ 3,141.50	\$ -	\$ -	\$ 3,141.50
	24	QA/QC	80	\$ 14,914.40	\$ -	\$ -	\$ 14,914.40
	25	Permission to Construct (PTC) exhibits	19	\$ 3,126.05	\$ -	\$ -	\$ 3,126.05
26	UPRR Coordination for Permission to Construct	16	\$ 3,337.20	\$ -	\$ -	\$ 3,337.20	
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>864</b>	<b>\$ 152,409.10</b>	<b>\$ 69.30</b>	<b>\$ -</b>	<b>\$ 152,478.40</b>	
Right-of-Way Engineering (Optional)	1	Easement Preparation (Legals and exhibits)	28	\$ 5,026.40	\$ -	\$ -	\$ 5,026.40
		<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>28</b>	<b>\$ 5,026.40</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,026.40</b>
Design Contingency (Optional)	1	Design contingency	-	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
		<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>
Bidding Services	1	Attend and Conduct Pre-Bid Meeting	11	\$ 2,235.10	\$ -	\$ -	\$ 2,235.10
	2	RFI's, Questions During Bidding, Addendum	18	\$ 3,275.40	\$ -	\$ -	\$ 3,275.40
	3	Attend Bid Opening	4	\$ 885.80	\$ -	\$ -	\$ 885.80
	4	Review Contractor Bids	3	\$ 612.85	\$ -	\$ -	\$ 612.85
	5	Bid Tabulation	5	\$ 973.35	\$ -	\$ -	\$ 973.35
		<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>41</b>	<b>\$ 7,982.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,982.50</b>
Contract Administration	1	Conformed documents	15	\$ 2,466.85	\$ -	\$ -	\$ 2,466.85
	2	Preconstruction Conference	17	\$ 3,409.30	\$ -	\$ -	\$ 3,409.30
	3	Pre-Project video & photo documentation	10	\$ 1,627.40	\$ -	\$ -	\$ 1,627.40
	4	Submittal Review	34	\$ 5,901.90	\$ -	\$ -	\$ 5,901.90
	5	DFR Review	16	\$ 2,801.60	\$ -	\$ -	\$ 2,801.60
	6	Pay Requests	22	\$ 4,192.10	\$ -	\$ -	\$ 4,192.10
	7	RFI's	38	\$ 7,179.10	\$ -	\$ -	\$ 7,179.10
	8	Change Orders	44	\$ 9,455.40	\$ -	\$ -	\$ 9,455.40
	9	Claims and Disputes	32	\$ 8,075.20	\$ -	\$ -	\$ 8,075.20
	10	Computer based document system & SharePoint site	16	\$ 2,781.00	\$ -	\$ -	\$ 2,781.00





**Project: White Fir Street Rehabilitation**  
**Client: RTC**  
**Project or Contract #:**  
**9/18/2024**

Prepared By:  
**Keith Karpstein**  
 Reviewed By:  
**Jared L Trowbridge**

**Summary**

Phase Name	Task	Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
		Hours	Cost			
	11 Documentation Manual	38	\$ 6,396.30	\$ -	\$ -	\$ 6,396.30
	12 Weekly Site Meetings	108	\$ 21,897.80	\$ -	\$ -	\$ 21,897.80
	13 Business and Stakeholder Meetings	16	\$ 3,254.80	\$ -	\$ -	\$ 3,254.80
	14 Other Engineering Site Visits	30	\$ 6,365.40	\$ -	\$ -	\$ 6,365.40
	15 Union Pacific coordination	26	\$ 5,201.50	\$ -	\$ -	\$ 5,201.50
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>476</b>	<b>\$ 93,580.65</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 93,580.65</b>
<b>Construction Surveying &amp; UPR Rail Monitoring</b>	1 Field preparation and calculations	24	\$ 3,955.20	\$ -	\$ -	\$ 3,955.20
	2 Secondary construction control	11	\$ 2,785.12	\$ -	\$ -	\$ 2,785.12
	3 Field staking	64	\$ 18,325.76	\$ 191.10	\$ -	\$ 18,516.86
	4 UPR Rail Monitoring	127	\$ 30,531.26	\$ -	\$ -	\$ 30,531.26
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>226</b>	<b>\$ 55,597.34</b>	<b>\$ 191.10</b>	<b>\$ -</b>	<b>\$ 55,788.44</b>
<b>Construction Inspection</b>	1 Field inspection and site documentation	700	\$ 111,755.00	\$ -	\$ -	\$ 111,755.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>700</b>	<b>\$ 111,755.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 111,755.00</b>
<b>Materials Testing</b>	1 Project Management	-	\$ -	\$ -	\$ 21,520.00	\$ 21,520.00
	2 Field Testing	-	\$ -	\$ -	\$ 44,432.00	\$ 44,432.00
	3 Laboratory Testing	-	\$ -	\$ -	\$ 26,600.00	\$ 26,600.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 92,552.00</b>	<b>\$ 92,552.00</b>
<b>As-built Information</b>	1 Record drawings	48	\$ 7,745.60	\$ -	\$ -	\$ 7,745.60
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>48</b>	<b>\$ 7,745.60</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,745.60</b>
<b>Construction Contingency (Optional)</b>	1 Construction contingency	-	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ <b>Subtotal</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>
<b>TOTAL</b>		<b>2784</b>	<b>\$ 515,173.04</b>	<b>\$ 70,588.40</b>	<b>\$ 139,906.20</b>	<b>\$ 725,667.64</b>



**White Fir Street Rehabilitation**  
**Client: RTC**  
**Project or Contract #:**  
**9/18/2024**

Prepared By:  
**Keith Karpstein**  
 Reviewed By:  
**Jared L. Trowbridge**

**Labor**

Phase Name	Task	Engineer X	Engineer VIII	Field Project Representative IV	Field Project Representative III	Engineer IV	Engineer II	Project Controller	Professional Land Surveyor IX	Professional Land Surveyor VIII	Survey Technician VIII	One-Person Survey Crew	Two-Person Survey Crew	Two-Person Survey Crew (PWP)	Accounting Technician	Labor Subtotal		
		K Karpstein \$ 273/hour	J L. Trowbridge \$ 232/hour	TJ Paterson \$ 175/hour	L garling \$ 160/hour	E Davis \$ 180/hour	N Shek \$ 144/hour	A Lacko \$ 170/hour	G Nicholas \$ 216/hour	G Saunders \$ 191/hour	A Haukaas \$ 165/hour	\$ 185/hour	\$ 247/hour	\$ 286/hour	D Blanton \$ 124/hour	Hours	Cost	
		Hourly Rates																
Project Management	1 Project coordination and management	36				12		12									60	\$ 14,028.60
	2 Monthly Reports/Progress Billings	4				4									8	16	\$ 2,801.60	
	3 Progress Meetings	12				12										24	\$ 5,438.40	
	<b>Subtotal</b>	<b>52</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>28</b>	<b>-</b>	<b>12</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>100</b>	<b>\$ 22,268.60</b>	
Investigation of Existing Conditions	1 Sidewalk, C&G and Driveway Condition Survey	4				8	8										20	\$ 3,687.40
	2 Traffic Data Coordination/Collection	1				3											4	\$ 813.70
	3 Geotechnical Field Exploration	1					4										5	\$ 849.75
	4 Geotechnical Laboratory Testing																-	\$ -
	5 Geotechnical Investigation Report	2				2	2										6	\$ 1,194.80
	6 Existing Utility Data/As-builts Research and Mapping (USA Design Inquiry Request)	2	2	2	2	16	32										56	\$ 9,177.30
	<b>Subtotal</b>	<b>10</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>29</b>	<b>46</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>91</b>	<b>\$ 15,722.95</b>	
Utility Pothole Exploration (Optional)	1 Pothole plan and coordination	1	4	4	4		8										21	\$ 3,692.55
	2 On-site potholing						8										8	\$ 1,153.60
	3 Pothole summary and utility updating	1	2	2	2		12										19	\$ 3,136.35
	<b>Subtotal</b>	<b>2</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>-</b>	<b>28</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>48</b>	<b>\$ 7,982.50</b>	
Survey and Mapping	1 Project management								24								24	\$ 5,191.20
	2 Control survey								16								16	\$ 3,460.80
	3 Drone flight										2	2					4	\$ 700.40
	4 Topo field												40				40	\$ 9,888.00
	5 Manhole dips												24				24	\$ 5,932.80
	6 Mission planning								4								4	\$ 865.20
	7 Field data processing										4						4	\$ 659.20
	8 Topo surface and planimetric drafting										30						30	\$ 4,944.00
	9 Quality control								16								16	\$ 3,460.80
	<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>60</b>	<b>-</b>	<b>36</b>	<b>2</b>	<b>64</b>	<b>-</b>	<b>-</b>	<b>162</b>	<b>\$ 35,102.40</b>	
Final Design	1 Site Visits	4	4	4	4	8	8										32	\$ 5,953.40
	2 <b>50% Plans (Estimated Sheet List)</b>																-	\$ -
	3 Title Sheet	1					2										3	\$ 561.35
	4 General Notes	1				2											3	\$ 633.45
	5 Legend & Abbreviations	1					2										3	\$ 561.35
	6 Survey Control								6		6						12	\$ 2,286.60
	7 Sheet Index	1				1	4										6	\$ 1,030.00
	8 Roadway Plan & Profile (8 Sheets)	12				32	72										116	\$ 19,425.80
	9 Intersection Details (2 sheets)	4				8	12										24	\$ 4,264.20
	10 Signage and Striping (4 Sheets)	6				8	8										22	\$ 4,233.30
	11 Standard Details (6 Sheets)	2					8										10	\$ 1,699.50
	12 Special Details (2 sheets)	4					12										16	\$ 3,254.80
	13 50% Opinion of Probable Cost	2				8	8										18	\$ 3,141.50
	14 50% Design memo	4				4	16										24	\$ 4,120.00
	15 Review meeting	2				2	2										6	\$ 1,194.80
	16 90% Plans	24				60	120										204	\$ 34,669.80
	17 90% Technical Specs	8				24	8		16								56	\$ 10,382.40
	18 90% Opinion of Probable Cost	4				12	12										28	\$ 4,985.20
	19 90% Design memo	4				4	16										24	\$ 4,120.00
	20 Review meeting	2				2	2										6	\$ 1,194.80
	21 100% Plans	8				16	60										84	\$ 13,719.60
	22 100% Technical Specs	6				16	4		8								34	\$ 6,458.10
	23 100% Opinion of Probable Cost	2				8	8										18	\$ 3,141.50
	24 QA/QC		24	24	24						8						80	\$ 14,914.40
	25 Permission to Construct (PTC) exhibits	3					16										19	\$ 3,126.05
	26 UPRR Coordination for Permission to Construct	8					8										16	\$ 3,337.20
	<b>Subtotal</b>	<b>113</b>	<b>28</b>	<b>28</b>	<b>28</b>	<b>227</b>	<b>396</b>	<b>24</b>	<b>6</b>	<b>-</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>864</b>	<b>\$ 152,409.10</b>	
Right-of-Way Engineering (Optional)	1 Easement Preparation (Legals and exhibits)								8		20						28	\$ 5,026.40
	<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>-</b>	<b>20</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>28</b>	<b>\$ 5,026.40</b>
Design Contingency (Optional)	1 Design contingency																-	\$ -
	<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>
Bidding Services	1 Attend and Conduct Pre-Bid Meeting	3	1	1	1			5									11	\$ 2,235.10
	2 RFI's, Questions During Bidding, Addendum	3				6	6										18	\$ 3,275.40
	3 Attend Bid Opening	2						2									4	\$ 885.80
	4 Review Contractor Bids	1						2									3	\$ 612.85
	5 Bid Tabulation	1				2		2									5	\$ 973.35



**White Fir Street Rehabilitation**  
**Client: RTC**  
**Project or Contract #:**  
**9/18/2024**

Prepared By:  
**Keith Karpstein**  
 Reviewed By:  
**Jared L. Trowbridge**

**Labor**

Phase Name	Task	Engineer X	Engineer VIII	Field Project Representative IV	Field Project Representative III	Engineer IV	Engineer II	Project Controller	Professional Land Surveyor IX	Professional Land Surveyor VIII	Survey Technician VIII	One-Person Survey Crew	Two-Person Survey Crew	Two-Person Survey Crew (PWP)	Accounting Technician	Labor Subtotal	
		K Karpstein	J L Trowbridge	TJ Paterson	L garling	E Davis	N Shek	A Lacko	G Nicholas	G Saunders	A Haukaas				D Blanton	Hours	Cost
		\$ 273/hour	\$ 232/hour	\$ 175/hour	\$ 160/hour	\$ 180/hour	\$ 144/hour	\$ 170/hour	\$ 216/hour	\$ 191/hour	\$ 165/hour	\$ 185/hour	\$ 247/hour	\$ 286/hour	\$ 124/hour		
	<b>Hourly Rates</b>																
	<b>Subtotal</b>	<b>10</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>8</b>	<b>6</b>	<b>14</b>	-	-	-	-	-	-	-	<b>41</b>	<b>\$ 7,982.50</b>
Contract Administration	1	Conformed documents	1			2	8	4								15	\$ 2,466.85
	2	Preconstruction Conference	3	3	5	2	2									17	\$ 3,409.30
	3	Pre-Project video & photo documentation			2	8			2							10	\$ 1,627.40
	4	Submittal Review	4	2	8	4		16								34	\$ 5,901.90
	5	DFR Review			16											16	\$ 2,801.60
	6	Pay Requests		6	16											22	\$ 4,192.10
	7	RFI's	4	6	12		8	8								38	\$ 7,179.10
	8	Change Orders	4	24	16											44	\$ 9,455.40
	9	Claims and Disputes	16	16												32	\$ 8,075.20
	10	Computer based document system & SharePoint site			12				4							16	\$ 2,781.00
	11	Documentation Manual		4	16		2	16								38	\$ 6,396.30
	12	Weekly Site Meetings	12	32	64											108	\$ 21,897.80
	13	Business and Stakeholder Meetings		8	8											16	\$ 3,254.80
	14	Other Engineering Site Visits	6	12			6	6								30	\$ 6,365.40
	15	Union Pacific coordination	2	8	16											26	\$ 5,201.50
	16	Close Out Deliverable Package	1	1	6				6							14	\$ 2,575.00
	<b>Subtotal</b>	<b>53</b>	<b>122</b>	<b>197</b>	<b>14</b>	<b>20</b>	<b>54</b>	<b>16</b>	-	-	-	-	-	-	-	<b>476</b>	<b>\$ 93,580.65</b>
Construction Surveying & UPR Rail Monitoring	1	Field preparation and calculations									24					24	\$ 3,955.20
	2	Secondary construction control									3		8			11	\$ 2,785.12
	3	Field staking											64			64	\$ 18,325.76
	4	UPR Rail Monitoring										48		79		127	\$ 30,531.26
	<b>Subtotal</b>	-	-	-	700	-	-	-	-	-	<b>75</b>	-	<b>151</b>	-	-	<b>226</b>	<b>\$ 55,597.34</b>
Construction Inspection	1	Field inspection and site documentation			700											700	\$ 111,755.00
	<b>Subtotal</b>	-	-	-	<b>700</b>	-	-	-	-	-	-	-	-	-	-	<b>700</b>	<b>\$ 111,755.00</b>
Materials Testing	1	Project Management														-	\$ -
	2	Field Testing														-	\$ -
	3	Laboratory Testing														-	\$ -
	<b>Subtotal</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>\$ -</b>
As-built Information	1	Record drawings	2	2	8	4	32									48	\$ 7,745.60
	<b>Subtotal</b>	<b>2</b>	<b>2</b>	<b>8</b>	-	<b>4</b>	<b>32</b>	-	-	-	-	-	-	-	-	<b>48</b>	<b>\$ 7,745.60</b>
Construction Contingency (Optional)	1	Construction contingency														-	\$ -
	<b>Subtotal</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>\$ -</b>
<b>LABOR HOUR TOTAL</b>		<b>242</b>	<b>161</b>	<b>242</b>	<b>751</b>	<b>316</b>	<b>562</b>	<b>66</b>	<b>74</b>	<b>-</b>	<b>145</b>	<b>2</b>	<b>64</b>	<b>151</b>	<b>8</b>	<b>2784</b>	
<b>LABOR COST TOTAL</b>		<b>\$ 66,053.90</b>	<b>\$ 37,311.75</b>	<b>\$ 42,374.20</b>	<b>\$ 119,897.15</b>	<b>\$ 56,959.00</b>	<b>\$ 81,040.40</b>	<b>\$ 11,216.70</b>	<b>\$ 16,006.20</b>	<b>\$ -</b>	<b>\$ 23,896.00</b>	<b>\$ 370.80</b>	<b>\$ 15,820.80</b>	<b>\$ 43,237.34</b>	<b>\$ 988.80</b>		<b>\$ 515,173.04</b>



Expenses		White Fir Street Rehabilitation								Prepared By:					
		Client: RTC								Keith Karpstein					
		Project or Contract #:								Reviewed By:					
		9/18/2024								Jared L Trowbridge					
Phase Name	Task	Travel, Mileage, & Misc. Subtotal										Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up	*Other Expenses Description
		Per Diem (State)		Lodging (State)		Vehicle Miles			Travel, Mileage, & Misc. Subtotal	Supplies	*Other Expenses				
		\$/day	Total Cost	\$35/night	Total Cost	Trucks \$ 1.30	Autos \$ 1.10	Total Cost	Cost						
Project Management	1	Project coordination and management										\$ -	0%	\$ -	
	2	Monthly Reports/Progress Billings										\$ -	0%	\$ -	
	3	Progress Meetings										\$ -	0%	\$ -	
		<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	8	\$ 8.80	\$ 8.80	\$ 8.80	\$ -	\$ -	\$ 8.80	0%	\$ 8.80
Investigation of Existing Conditions	1	Sidewalk, C&G and Driveway Condition Survey										\$ -	0%	\$ -	Travel to site
	2	Traffic Data Coordination/Collection										\$ -	0%	\$ -	
	3	Geotechnical Field Exploration										\$ -	0%	\$ -	
	4	Geotechnical Laboratory Testing										\$ -	0%	\$ -	
	5	Geotechnical Investigation Report										\$ -	0%	\$ -	
	6	Existing Utility Data/As-builts Research and Mapping (USA Design Inquiry Request)										\$ -	0%	\$ -	
	<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	21	\$ 23.10	\$ 23.10	\$ 23.10	\$ -	\$ -	\$ 23.10	0%	\$ 23.10	
Utility Pothole Exploration (Optional)	1	Pothole plan and coordination										\$ -	0%	\$ -	
	2	On-site potholing										\$ -	0%	\$ -	Travel to site
	3	Pothole summary and utility updating										\$ -	0%	\$ -	
	<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	21	\$ 23.10	\$ 23.10	\$ 23.10	\$ -	\$ 20,000.00	\$ 20,023.10	0%	\$ 20,023.10	
Survey and Mapping	1	Project management										\$ -	0%	\$ -	
	2	Control survey										\$ -	0%	\$ -	
	3	Drone flight										\$ -	0%	\$ -	1 mob
	4	Topo field										\$ -	0%	\$ -	1 mob
	5	Manhole dips										\$ -	0%	\$ -	4 mobs
	6	Mission planning										\$ -	0%	\$ -	3 mobs
	7	Field data processing										\$ -	0%	\$ -	
	8	Topo surface and planimetric drafting										\$ -	0%	\$ -	
	9	Quality control										\$ -	0%	\$ -	
	<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	21	\$ 23.10	\$ 23.10	\$ 23.10	\$ -	\$ 20,000.00	\$ 20,023.10	0%	\$ 20,023.10	
Final Design	1	Site Visits										\$ -	0%	\$ -	3 trips to site
	2	50% Plans (Estimated Sheet List)										\$ -	0%	\$ -	
	3	Title Sheet										\$ -	0%	\$ -	
	4	General Notes										\$ -	0%	\$ -	
	5	Legend & Abbreviations										\$ -	0%	\$ -	
	6	Survey Control										\$ -	0%	\$ -	
	7	Sheet Index										\$ -	0%	\$ -	
	8	Roadway Plan & Profile (8 Sheets)										\$ -	0%	\$ -	
	9	Intersection Details (2 sheets)										\$ -	0%	\$ -	
	10	Signage and Striping (4 Sheets)										\$ -	0%	\$ -	
	11	Standard Details (6 Sheets)										\$ -	0%	\$ -	
	12	Special Details (2 sheets)										\$ -	0%	\$ -	
	13	50% Opinion of Probable Cost										\$ -	0%	\$ -	
	14	50% Design memo										\$ -	0%	\$ -	
	15	Review meeting										\$ -	0%	\$ -	
	16	90% Plans										\$ -	0%	\$ -	
	17	90% Technical Specs										\$ -	0%	\$ -	
	18	90% Opinion of Probable Cost										\$ -	0%	\$ -	
	19	90% Design memo										\$ -	0%	\$ -	
	20	Review meeting										\$ -	0%	\$ -	
	21	100% Plans										\$ -	0%	\$ -	
	22	100% Technical Specs										\$ -	0%	\$ -	
	23	100% Opinion of Probable Cost										\$ -	0%	\$ -	
	24	QA/QC										\$ -	0%	\$ -	
	25	Permission to Construct (PTC) exhibits										\$ -	0%	\$ -	
	26	UPRR Coordination for Permission to Construct										\$ -	0%	\$ -	



Expenses		White Fir Street Rehabilitation										Prepared By:		*Other Expenses Description		
		Client: RTC										Keith Karpstein				
		Project or Contract #:										Reviewed By:				
		9/18/2024										Jared L Trowbridge				
Phase Name	Task	Travel, Mileage, & Misc. Subtotal										Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up		
		Per Diem (State)		Lodging (State)		Vehicle Miles			Travel, Mileage, & Misc. Subtotal	Supplies	*Other Expenses					
		\$/day	Total Cost	\$35/night	Total Cost	Trucks \$ 1.30	Autos \$ 1.10	Total Cost								
								Cost								
	<b>Subtotal</b>	-	\$ -	-	\$ -	-	63	\$ 69.30	\$ 69.30	\$ -	\$ -	\$ -	69.30	0%	\$ 69.30	
Right-of-Way Engineering (Optional)	1 Easement Preparation (Legals and exhibits)		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	Contingency
	<b>Subtotal</b>	-	\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
Design Contingency (Optional)	1 Design contingency		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	25,000.00	0%	\$ 25,000.00	Contingency
	<b>Subtotal</b>	-	\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	25,000.00	0%	\$ 25,000.00	
Bidding Services	1 Attend and Conduct Pre-Bid Meeting		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	2 RFI's, Questions During Bidding, Addendum		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	3 Attend Bid Opening		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	4 Review Contractor Bids		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	5 Bid Tabulation		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	<b>Subtotal</b>	-	\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
Contract Administration	1 Conformed documents		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	2 Preconstruction Conference		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	3 Pre-Project video & photo documentation		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	4 Submittal Review		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	5 DFR Review		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	6 Pay Requests		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	7 RFI's		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	8 Change Orders		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	9 Claims and Disputes		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	10 Computer based document system & SharePoint site		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	11 Documentation Manual		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	12 Weekly Site Meetings		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	13 Business and Stakeholder Meetings		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	14 Other Engineering Site Visits		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	15 Union Pacific coordination		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	<b>Subtotal</b>	-	\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
Construction Surveying & UPR Rail Monitoring	1 Field preparation and calculations		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	2 Secondary construction control		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	3 Field staking		\$ -	-	\$ -	-	147	\$ 191.10	\$ 191.10	\$ -	\$ -	\$ -	191.10	0%	\$ 191.10	
	4 UPR Rail Monitoring		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	<b>Subtotal</b>	-	\$ -	-	\$ -	-	147	\$ 191.10	\$ 191.10	\$ -	\$ -	\$ -	191.10	0%	\$ 191.10	
Construction Inspection	1 Field inspection and site documentation		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	<b>Subtotal</b>	-	\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
Materials Testing	1 Project Management		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	2 Field Testing		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	3 Laboratory Testing		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	<b>Subtotal</b>	-	\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
As-built Information	1 Record drawings		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
	<b>Subtotal</b>	-	\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	-	0%	\$ -	
Construction Contingency (Optional)	1 Construction contingency		\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	25,000.00	0%	\$ 25,000.00	Contingency
	<b>Subtotal</b>	-	\$ -	-	\$ -	-		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	25,000.00	0%	\$ 25,000.00	
<b>EXPENSES TOTAL</b>		-	\$ -	-	\$ -	-	357	113	\$ 588.40	\$ 588.40	\$ -	\$ 70,000.00	\$ 70,588.40	0%	\$ 70,588.40	



**Project:White Fir Street Rehabilitation**

**Client:RTC**

**Project or Contract #:**

9/18/2024

\*See attachment for subconsultants full cost breakout

Prepared By:

Keith Karpstein

Reviewed By:

Jared L Trowbridge

**Subconsultants**

Phase Name	Task	CME			Subconsultant Name			Subconsultant Name			Subconsultant Name			Subconsultants Subtotal
		Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	
Project Management	1 Project Management			\$ -			\$ -			\$ -			\$ -	\$ -
	2 Field Inspection			\$ -			\$ -			\$ -			\$ -	\$ -
	3 Laboratory Testing			\$ -			\$ -			\$ -			\$ -	\$ -
	<b>Subtotal</b>	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Investigation of Existing Conditions	1 Sidewalk, C&G and Driveway Condition Survey			\$ -			\$ -			\$ -			\$ -	\$ -
	2 Traffic Data Coordination/Collection			\$ -			\$ -			\$ -			\$ -	\$ -
	3 Geotechnical Field Exploration	\$ 26,629.20	0%	\$ 26,629.20			\$ -			\$ -			\$ -	\$ 26,629.20
	4 Geotechnical Laboratory Testing	\$ 11,975.00	0%	\$ 11,975.00			\$ -			\$ -			\$ -	\$ 11,975.00
	5 Geotechnical Investigation Report	\$ 8,750.00	0%	\$ 8,750.00			\$ -			\$ -			\$ -	\$ 8,750.00
	6 Existing Utility Data/As-builts Research and Mapping (USA Design Inquiry Request)			\$ -			\$ -			\$ -			\$ -	\$ -
<b>Subtotal</b>	\$ 47,354.20		\$ 47,354.20	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 47,354.20	
Utility Pothole Exploration (Optional)	1 Pothole plan and coordination			\$ -			\$ -			\$ -			\$ -	\$ -
	2 On-site potholing			\$ -			\$ -			\$ -			\$ -	\$ -
	3 Pothole summary and utility updating			\$ -			\$ -			\$ -			\$ -	\$ -
	<b>Subtotal</b>	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Survey and Mapping	1 Project management			\$ -			\$ -			\$ -			\$ -	\$ -
	2 Control survey			\$ -			\$ -			\$ -			\$ -	\$ -
	3 Drone flight			\$ -			\$ -			\$ -			\$ -	\$ -
	4 Topo field			\$ -			\$ -			\$ -			\$ -	\$ -
	5 Manhole dips			\$ -			\$ -			\$ -			\$ -	\$ -
	6 Mission planning			\$ -			\$ -			\$ -			\$ -	\$ -
	7 Field data processing			\$ -			\$ -			\$ -			\$ -	\$ -
	8 Topo surface and planimetric drafting			\$ -			\$ -			\$ -			\$ -	\$ -
	9 Quality control			\$ -			\$ -			\$ -			\$ -	\$ -
<b>Subtotal</b>	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
Final Design	1 Site Visits			\$ -			\$ -			\$ -			\$ -	\$ -
	2 50% Plans (Estimated Sheet List)			\$ -			\$ -			\$ -			\$ -	\$ -
	3 Title Sheet			\$ -			\$ -			\$ -			\$ -	\$ -
	4 General Notes			\$ -			\$ -			\$ -			\$ -	\$ -
	5 Legend & Abbreviations			\$ -			\$ -			\$ -			\$ -	\$ -
	6 Survey Control			\$ -			\$ -			\$ -			\$ -	\$ -
	7 Sheet Index			\$ -			\$ -			\$ -			\$ -	\$ -
	8 Roadway Plan & Profile (8 Sheets)			\$ -			\$ -			\$ -			\$ -	\$ -
	9 Intersection Details (2 sheets)			\$ -			\$ -			\$ -			\$ -	\$ -
	10 Signage and Striping (4 Sheets)			\$ -			\$ -			\$ -			\$ -	\$ -
	11 Standard Details (6 Sheets)			\$ -			\$ -			\$ -			\$ -	\$ -
	12 Special Details (2 sheets)			\$ -			\$ -			\$ -			\$ -	\$ -
	13 50% Opinion of Probable Cost			\$ -			\$ -			\$ -			\$ -	\$ -
	14 50% Design memo			\$ -			\$ -			\$ -			\$ -	\$ -
15 Review meeting			\$ -			\$ -			\$ -			\$ -	\$ -	
16 90% Plans			\$ -			\$ -			\$ -			\$ -	\$ -	
17 90% Technical Specs			\$ -			\$ -			\$ -			\$ -	\$ -	
18 90% Opinion of Probable Cost			\$ -			\$ -			\$ -			\$ -	\$ -	
19 90% Design memo			\$ -			\$ -			\$ -			\$ -	\$ -	
20 Review meeting			\$ -			\$ -			\$ -			\$ -	\$ -	
21 100% Plans			\$ -			\$ -			\$ -			\$ -	\$ -	
22 100% Technical Specs			\$ -			\$ -			\$ -			\$ -	\$ -	



**Project:White Fir Street Rehabilitation**

**Client:RTC**

**Project or Contract #:**

9/18/2024

\*See attachment for subconsultants full cost breakout

Prepared By:

Keith Karpstein

Reviewed By:

Jared L Trowbridge

**Subconsultants**

Phase Name	Task	CME			Subconsultant Name			Subconsultant Name			Subconsultant Name			Subconsultants Subtotal	
		Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup		
	23	100% Opinion of Probable Cost			\$ -			\$ -			\$ -			\$ -	\$ -
	24	QA/QC			\$ -			\$ -			\$ -			\$ -	\$ -
	25	Permission to Construct (PTC) exhibits			\$ -			\$ -			\$ -			\$ -	\$ -
	26	UPRR Coordination for Permission to Construct			\$ -			\$ -			\$ -			\$ -	\$ -
		<b>Subtotal</b>			\$ -		\$ -	\$ -			\$ -		\$ -	\$ -	\$ -
Right-of-Way Engineering (Optional)	1	Easement Preparation (Legals and exhibits)			\$ -			\$ -			\$ -			\$ -	\$ -
		<b>Subtotal</b>			\$ -		\$ -	\$ -			\$ -		\$ -	\$ -	\$ -
Design Contingency (Optional)	1	Design contingency			\$ -			\$ -			\$ -			\$ -	\$ -
		<b>Subtotal</b>			\$ -		\$ -	\$ -			\$ -		\$ -	\$ -	\$ -
Bidding Services	1	Attend and Conduct Pre-Bid Meeting			\$ -			\$ -			\$ -			\$ -	\$ -
	2	RFIs, Questions During Bidding, Addendum			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Attend Bid Opening			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Review Contractor Bids			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Bid Tabulation			\$ -			\$ -			\$ -			\$ -	\$ -
	<b>Subtotal</b>			\$ -		\$ -	\$ -			\$ -		\$ -	\$ -	\$ -	
Contract Administration	1	Conformed documents			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Preconstruction Conference			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Pre-Project video & photo documentation			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Submittal Review			\$ -			\$ -			\$ -			\$ -	\$ -
	5	DFR Review			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Pay Requests			\$ -			\$ -			\$ -			\$ -	\$ -
	7	RFIs			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Change Orders			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Claims and Disputes			\$ -			\$ -			\$ -			\$ -	\$ -
	10	Computer based document system & SharePoint site			\$ -			\$ -			\$ -			\$ -	\$ -
	11	Documentation Manual			\$ -			\$ -			\$ -			\$ -	\$ -
	12	Weekly Site Meetings			\$ -			\$ -			\$ -			\$ -	\$ -
	13	Business and Stakeholder Meetings			\$ -			\$ -			\$ -			\$ -	\$ -
	14	Other Engineering Site Visits			\$ -			\$ -			\$ -			\$ -	\$ -
	15	Union Pacific coordination			\$ -			\$ -			\$ -			\$ -	\$ -
	<b>Subtotal</b>			\$ -		\$ -	\$ -			\$ -		\$ -	\$ -	\$ -	
Construction Surveying & UPR Rail Monitoring	1	Field preparation and calculations			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Secondary construction control			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Field staking			\$ -			\$ -			\$ -			\$ -	\$ -
	4	UPR Rail Monitoring			\$ -			\$ -			\$ -			\$ -	\$ -
	<b>Subtotal</b>			\$ -		\$ -	\$ -			\$ -		\$ -	\$ -	\$ -	
Construction Inspection	1	Field inspection and site documentation			\$ -			\$ -			\$ -			\$ -	\$ -
		<b>Subtotal</b>			\$ -		\$ -	\$ -			\$ -		\$ -	\$ -	\$ -
Materials Testing	1	Project Management	\$ 21,520.00	0%	\$ 21,520.00			\$ -			\$ -			\$ -	\$ 21,520.00
	2	Field Testing	\$ 44,432.00	0%	\$ 44,432.00			\$ -			\$ -			\$ -	\$ 44,432.00
	3	Laboratory Testing	\$ 26,600.00	0%	\$ 26,600.00			\$ -			\$ -			\$ -	\$ 26,600.00
	<b>Subtotal</b>		\$ 92,552.00		\$ 92,552.00	\$ -		\$ -			\$ -		\$ -	\$ 92,552.00	
As-built Information	1	Record drawings			\$ -			\$ -			\$ -			\$ -	\$ -
		<b>Subtotal</b>			\$ -		\$ -	\$ -			\$ -		\$ -	\$ -	\$ -



**Project:White Fir Street Rehabilitation**

**Client:RTC**

**Project or Contract #:**

9/18/2024

\*See attachment for subconsultants full cost breakout

Prepared By:

**Keith Karpstein**

Reviewed By:

**Jared L Trowbridge**

**Subconsultants**

Phase Name	Task		CME			Subconsultant Name			Subconsultant Name			Subconsultant Name			Subconsultants Subtotal
			Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	
Construction Contingency (Optional)	1	Construction contingency			\$ -			\$ -			\$ -			\$ -	\$ -
	19	-			\$ -			\$ -			\$ -			\$ -	\$ -
	20	-			\$ -			\$ -			\$ -			\$ -	\$ -
		<i>Subtotal</i>	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
<b>SUBCONSULTANTS TOTAL</b>			\$ 139,906.20		\$ 139,906.20	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 139,906.20



## **Exhibit C**

### Indemnification and Insurance Requirements

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR  
PUBLIC WORKS CONSTRUCTION**

\$500,000 < Project Cost < \$5,000,000

2024-04-23 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, subject to the limitations in Nevada Revised Statutes Section 338.155 to save and hold harmless and fully indemnify RTC and the City of Reno, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any errors, omissions, recklessness, or intentional misconduct in the performance of the work or services rendered by CONTRACTOR, its subcontractors and subconsultants (collectively "Subs"), its employees, agents, officers, directors, or anyone else for whom CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, Subs, or anyone else for whom CONTRACTOR is legally responsible; and
- C. The violation of law or any contractual provisions or any infringement related to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions resulting from the use by the Indemnitees of any materials, devices, processes, or equipment (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any violation or infringement resulting from the modification or alteration by the Indemnitees of any materials, devices, processes, or equipment (including software) not consented to by CONTRACTOR; and
- D. The use by the Indemnitees, including their consultants and subconsultants, of equipment, parts and other articles supplied by CONTRACTOR under this Agreement to the extent such Damages are caused by defects in the design, marketing or manufacturing of the equipment, parts and other articles.

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

Prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage, CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

### **4. VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC Finance Department and be received and approved by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, at any time. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

### **5. NOTICE OF CANCELLATION**

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 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, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-V 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 **\$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 or location.

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

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 and CG 20 37 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

CONTRACTOR waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained

pursuant to this agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

**Continuing Completed Operations Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than **\$2,000,000** each occurrence for at least 3 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 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:** 10/18/2024

**Agenda Item: 4.4.6**

To: Regional Transportation Commission

From: Maria Paz Fernandez, Project Manager

**SUBJECT: Moya Boulevard Safety & Capacity Project**

**RECOMMENDED ACTION**

Approve a contract with Jacobs Engineering Group, Inc., to provide engineering services for the Moya Boulevard Safety & Capacity Project from Red Rock Boulevard to Echo Avenue, in an amount not-to-exceed \$2,682,506.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc., is for engineering services for the Moya Boulevard Safety & Capacity Project (Project) in the amount of \$2,682,506. The Scope of Services for the Project is anticipated to include eligible capacity improvements per the 2023 Street & Highway Program Policy, including but not limited to: new sidewalk, curb, gutter, driveways, bus stops, and pedestrian ramps evaluation and replacement, additional lanes and micromobility facilities, utility adjustments, storm drain inlet upgrades, striping modifications, signage and traffic signals.

Jacobs Engineering was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering services. Negotiations of Jacobs' scope, schedule, and budget indicated the amount for these services is within the appropriate budget. The targeted schedule for these services is as follows:

- Notice to Proceed: October 2024
- Preliminary Design: January 2026
- Right-of-Way Activities: February 2026
- Final Design: November 2026
- Begin Construction: March 2027
- Complete Construction: November 2028

This item supports the FY2025 RTC Goal, "Begin Design: Moya Boulevard Widening Project".



**FISCAL IMPACT**

Fuel tax appropriations for this item are included in the FY 2025 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.

**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 Jacobs Engineering Group, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC has selected Jacobs Engineering Group, Inc. from the RTC Design and Construction shortlist to perform Design and Engineering Services in connection with the Moya Boulevard Safety and Capacity Project.]

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2029, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services 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	\$2,362,564.00
Design Contingency	\$100,000.00
Engineering During Construction Services	\$169,942.00
<u>Engineering During Construction Services Contingency</u>	<u>\$50,000.00</u>

Total Not-to-Exceed Amount \$2,682,506.00

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

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all pertinent information that is reasonably available to RTC including surveys, reports and any other data relative to design and construction.

- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

#### ARTICLE 6 - OWNERSHIP OF WORK

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

#### ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of this Agreement, RTC may

terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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



11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Kaci Stansbury  
Project Manager  
Jacobs Engineering Group, Inc  
50 West Liberty Street, Suite 205  
Reno, NV 89501  
Email: kaci.stansbury@jacobs.com  
Phone: (775) 772-7270

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

JACOBS ENGINEERING GROUP, INC.

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

**Exhibit A**

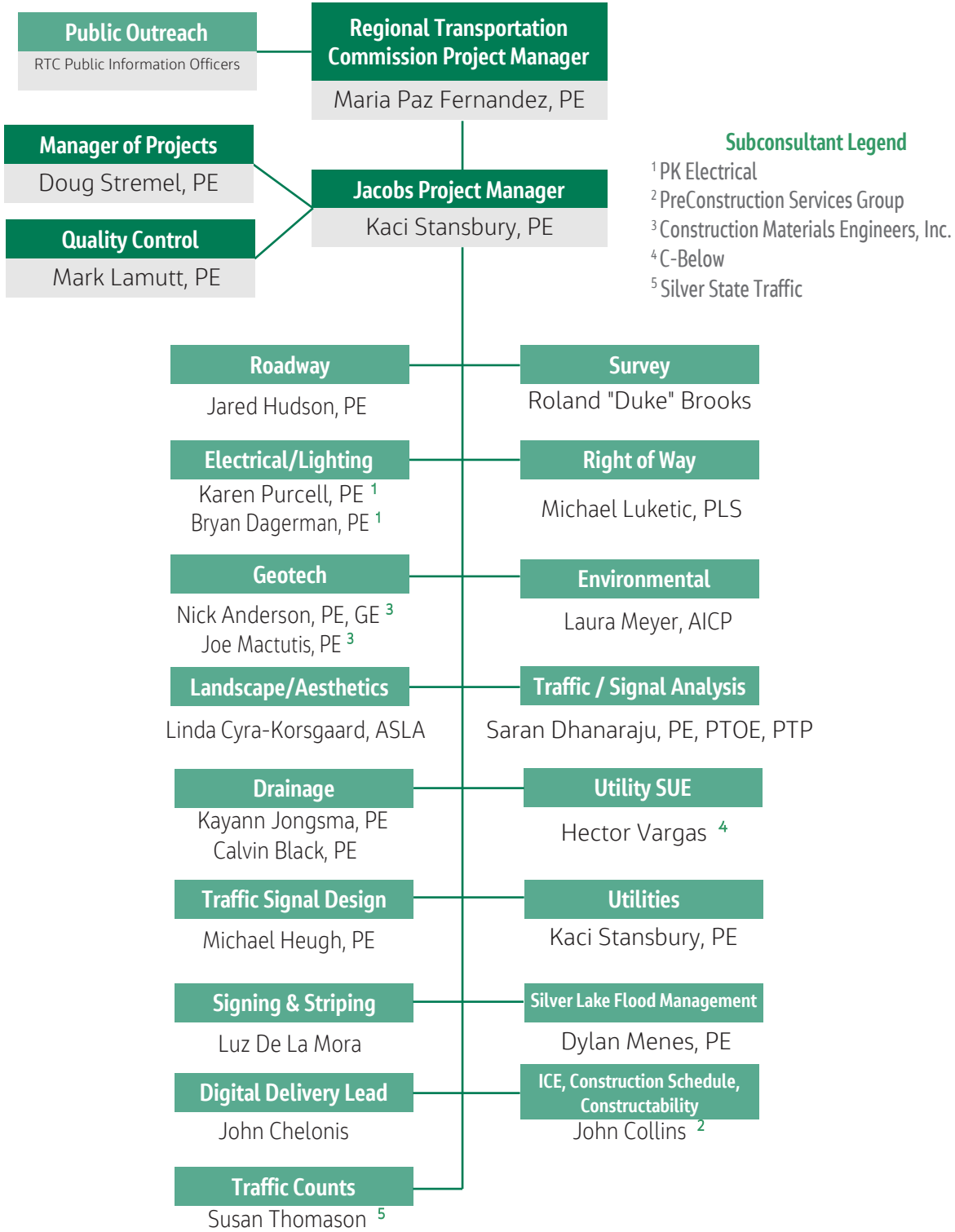
Project Team

Scope of Services

Schedule of Services

MOYA BOULEVARD CAPACITY AND SAFETY PROJECT  
 Red Rock Road to Echo Avenue  
 RTC Project No. 0211010

Organizational Chart



## **Exhibit A**

# **SCOPE OF SERVICES** **FOR THE** **MOYA BOULEVARD CAPACITY & SAFETY PROJECT** **Red Rock Road to Echo Avenue** **RTC Project No. 0211010**

## **INTRODUCTION**

The Moya Boulevard Capacity & Safety Project widens Moya Boulevard from two to four lanes from its southern terminus at Red Rock Road to Echo Avenue, approximately 2.3 miles in total length. The project is located in the City of Reno, Washoe County, Nevada. Proposed improvements include widening Moya Boulevard, providing a multi-use path on one side, elimination of bike lanes, providing a two-way left turn lane (TWLTL) or raised median the entire length of the corridor, and signal warrant analysis.

The Scope of Work for the CONSULTANT includes Preliminary through Final Design, support during the bidding process, and Engineering Services during construction. General tasks identified in the base scope of work include completing 30% design, 60% design, 100% design, final design, cost estimate, special provisions, drainage report, geotechnical investigation, pavement design, utility coordination, topographic survey, traffic and signal warrant analysis, and right-of-way engineering services. The RTC will execute an amendment with the CONSULTANT after the 100% design submittal for construction staking when the level of effort can be accurately calculated.

A significant portion of Moya Boulevard resides in the floodplain of Silver Lake. There is no natural outlet for the lake and is considered to be an isolated playa within a FEMA floodplain. The FEMA 100-year water surface elevation (WSEL) of Silver Lake is 4972 feet above mean sea level. Silver Lake experienced high water levels in 2017 and 2019, but the roadway was never inundated with water. The City of Reno primarily manages flood response for Silver Lake and has developed a three stage Flood Action Plan according to the water surface elevation. Flood mitigation measures include pumps, HESCO barriers, and earthen dams placed at strategic locations. The road will be maintained at its existing elevation, it will not be raised out of the floodplain.

It is assumed no federal monies will be used for design or construction. Use of federal monies for design or construction would require additional environmental documents and clearances for compliance with NEPA and are not included in this scope of work.



## **BACKGROUND**

The widening of Moya Boulevard was identified in the RTC's 2035 Regional Transportation Plan.

Analysis of Moya Boulevard was included in the North Valleys Multimodal Transportation Study Final Report, dated February 20, 2017. The report concluded the level of service (LOS) of Moya Boulevard was anticipated to operate at LOS "F" in the year 2035 if no improvements are made.

A traffic signal was installed at the Red Rock Road / Moya Boulevard intersection in 2018.

A Traffic Impact Study for Reno Stead Airport Industrial was prepared by Headway Transportation in June 2019. The Reno Stead Airport Project proposes to construct an extension of Moya Boulevard north of Echo Avenue. These improvements are excluded from the Moya Boulevard Capacity and Safety Improvements Project scope of work.

The Moya/Lear Lift Station Improvement Project was completed in mid-2023, upgrading the lift station from 1,000 GPM to 3,000 GPM. The lift station facilities are located at the northeast corner of the intersection of Moya Boulevard and Lear Boulevard. These facilities will be protected in place.

Approved at the July 24, 2024, Reno City Council meeting, the Moya Interceptor Capacity Project will remove undersized 12- and 15- inch sanitary sewer and install approximately 1,650 linear feet of 18-inch sanitary sewer. The new sewer will be installed along Moya Boulevard from approximately 950 feet south of Sopwith Boulevard to approximately 700 feet north of Sopwith Boulevard. If installed prior to construction of the Moya Boulevard Capacity and Safety Improvements Project, these facilities will be protected in place.

## **SCHEDULE**

Major milestones anticipated to maintain the Project schedule provided by the RTC are listed below:

- October 18, 2024 – Notice To Proceed
- July 2025 – 30% Design Submittal
- January 2026 – 60% Design Submittal
- September 2026 – 100% Design Submittal (Plans, Specifications, and Estimate)
- November 2026 – Final Design Package for Bidding
- December 2026 – March 2027– Bidding and award construction contract
- April 2027 – November 2028 Construction

## **TASK 1. PROJECT MANAGEMENT**

### **1.1. PROJECT EXECUTION**

CONSULTANT will provide project management services for the Moya Boulevard Capacity and Safety Improvements Project for the design through bidding services scope of work, for engineering services during construction, and project close-out activities; assumed to be fifty (50) months, October 2024 through November 2028. Project management includes project setup and administration, including preparation and execution of Subconsultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation and monthly updates of the project schedule, continued management of Subconsultants, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout.

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

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

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

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

CONSULTANT will hold a kickoff meeting with RTC, City of Reno, and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Eleven (11) CONSULTANT and Subconsultant staff will attend the meeting. CONSULTANT will prepare a meeting agenda, take and distribute meeting minutes, and track concerns about the project from the attendees.

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

### 1.2.2. Project Management Meetings

CONSULTANT will facilitate quarterly Project Management Team Meetings with the RTC, City of Reno, and other parties, as appropriate, to discuss the design progress, upcoming milestones, scope, schedule, budget, risk status, key technical issues by discipline, and make informed decisions. CONSULTANT will prepare an agenda and distribute meeting notes and the action item log, identifying the person responsible for resolving each item and expected date of completion via email. It is anticipated that up to six (6) CONSULTANT and Subconsultant staff will attend the Project Management Meetings.

CONSULTANT will facilitate bi-weekly Project Management Phone-Meetings with the RTC PM, as appropriate, to discuss the design progress, upcoming milestones, scope, schedule, budget, risk status, key technical issues, and on-going To-Do list status updates.

### 1.2.3. Design Coordination Meetings

CONSULTANT will facilitate quarterly Design Coordination Meetings with the City of Reno, RTC, Utility companies, key stakeholders, and other parties, as appropriate, to discuss design coordination and key technical issues by discipline to ensure quality development of the final plans and completion on time for construction to begin in 2027.

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

## 1.3. PROJECT MANAGEMENT PLAN (PMP)

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

A OneDrive Folder, or similar, will be used for electronic filing / information sharing.

The PMP will be distributed to the CONSULTANT team, including Subconsultants. It is assumed no updates will be made to the PMP throughout the project duration.

## 1.4. QUALITY MANAGEMENT PLAN (QMP)

CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Moya Boulevard Capacity and Safety Improvements Project. A project Quality Manager will be assigned who be responsible for the development and implementation of the plan and provide initial training. The QMP will apply to both prime and Subconsultant team members. An

independent quality review will be performed at each design deliverable when submitting the 30%, 60% 100%, and Final milestone packages.

## 1.5. FILE AND DOCUMENT MANAGMENT

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

## 1.6. DELIVERABLES

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

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

### 2.1. PUBLIC OUTREACH PLAN AND METHODS

The RTC will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholders, and definition/schedule of target activities to accomplish the objectives of the project.

#### 2.1.1. Stakeholder Database

The RTC will develop a strategic and comprehensive stakeholder list. The RTC will obtain an updated list of property owners within ½-mile of the project corridor from the County Assessor's Office. CONSULTANT will obtain lists of homeowner's associations/neighborhood associations within the project area. The stakeholder database will include project team members, elected officials, businesses, agencies, residents, community organizations and media. The database will include owners' name and physical property location for property owners, and mailing and email address for elected officials, and other stakeholders. The database will be Microsoft Excel based and be updated quarterly or as needed.

### 2.1.2. Website / Digital Outreach

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

CONSULTANT will ensure the website and content posted to the website, are compliant with Web Content Accessibility Guidelines (WCAG), including measures for those with visual impairments.

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

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

### 2.1.3. Project Branding and Logo

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

## 2.2. ONE-ON-ONE STAKEHOLDER MEETINGS

As the project progresses, it is assumed that certain interest groups, individuals, and/or public officials may request specific meetings to discuss project issues, concerns, and/or provide input to the project or process. These groups include residents, businesses, community organizations, Tribal Entities, and/or interested parties. CONSULTANT, RTC PIO and/or RTC PM will attend individual one-on-one meetings with these groups during the course of the project. The specific need, number, and nature of these meetings will be dynamic and as necessary; however, ten (10) meetings, attended by one (1) CONSULTANT staff, are assumed in the base fee. The RTC will manage a list of meetings, meeting attendees, and will provide meeting materials for distribution.

### 2.3. PUBLIC INFORMATION MEETINGS

Public Information Meetings will be held with businesses, property owners adjacent to the project improvements and other members of the public to discuss project limits, scope, tentative schedule, driveway access, public notification requirements, and concerns of adjacent properties. It is anticipated that two (2) public meetings will be held, once after 30% design phase and once again, before finalization of the 100% design. Two (2) preparation meetings with RTC staff prior to each meeting are anticipated. Media placement will be coordinated through the RTC public information officer. CONSULTANT Project Manager, Design Manager, and up to two (2) additional CONSULTANT staff will attend the public meetings as appropriate. CONSULTANT will provide up to six (6) total display boards covering the project limits, a PowerPoint presentation, and a project factsheet handout.

The Public Information Meetings will be held at a location secured by the RTC. The RTC will provide flyers in English and Spanish for distribution. Translation to Spanish will be provided by the RTC. The RTC will use the Stakeholder Database prepared by the RTC under Task 2.1.1 to print, address, and mail post cards, including postage costs, themselves. Additionally, public meetings will be promoted on the project website and social media by the RTC.

Public Information Meeting #1 will focus on the design and Right-of-Way impacts. Public Information Meeting #2 will focus on final design and possible construction traffic control and construction schedule.

### 2.4. REGIONAL TRANSPORTATION COMMISSION BOARD MEETINGS

CONSULTANT will provide assistance with graphics and information development for the RTC's PowerPoint presentation for quarterly presentations to the RTC Board of Commissioners.

CONSULTANT Project Manager will attend the monthly RTC Board Meetings to support the RTC Project Manager during Moya Boulevard presentations and assist in responding to any questions from the RTC Board Members.

### 2.5. RENO CITY COUNCIL OR NEIGHBORHOOD ADVISORY BOARD MEETING

CONSULTANT will provide assistance with graphics and information development for the RTC's PowerPoint presentation to the Reno City Council or Ward 4 Neighborhood Advisory Board (NAB) meeting, as required. A total of one (1) Reno City Council or NAB meeting and one (1) preparation meeting for the meeting is anticipated to be attended by the RTC Project Manager and Design Manager.

## 2.6. TECHNICAL ADVISORY COMMITTEE (TAC)

CONSULTANT will provide assistance with graphics and information development for the RTC's PowerPoint presentation to the RTC'S TAC meeting, as required. A total of one (1) TAC meetings are anticipated to be attended by the RTC Project Manager and CONSULTANT Project Manager.

## 2.7. CITIZENS MULTIMODAL ADVISORY COMMITTEE (CMAC)

CONSULTANT will provide assistance with graphics and information development for the RTC's PowerPoint presentation to the RTC'S CMAC meeting, as required. A total of one (1) CMAC meetings are anticipated to be attended by the RTC Project Manager and CONSULTANT Project Manager.

## 2.8. NORTH VALLEYS CITIZEN ADVISORY BOARD (CAB)

CONSULTANT will provide assistance with graphics and information development for the RTC's PowerPoint presentation to the Washoe County North Valleys CAB meeting, as required. A total of two (2) CAB meetings are anticipated to be attended by the RTC Project Manager and CONSULTANT Project Manager.

## 2.9. DELIVERABLES

- Preparation and Attendance at ten (10) One-on-One Stakeholder Meetings
- Preparation and Attendance at two (2) Public Information Meetings
- Presentation Material and Attendance at two (2) RTC Board Meetings with one (1) preparation meeting for each RTC Board Meeting
- Assistance with Presentation Material and Attendance at either one (1) Reno City Council Meeting or one (1) Neighborhood Advisory Board Meeting with one (1) preparation meeting.
- Assistance with Presentation Material and Attendance at one (1) RTC TAC Meeting and one (1) RTC CMAC Meeting.
- Assistance with Presentation Material and Attendance at two (2) Washoe County North Valleys CAB Meetings.

## **TASK 3. TRAFFIC OPERATIONS ANALYSIS**

### **3.1 TRAFFIC OPERATIONS ANALYSIS**

#### **3.1.1 Data Collection**

CONSULTANT will collect intersection turning movement volume counts for nine (9) intersections on a typical Tuesday, Wednesday, or Thursday. At the Moya Boulevard/Red Rock intersection, peak period counts (7 AM to 10 AM and 3 PM to 6 PM) will be collected. At the other eight (8) intersections, 24-hour counts will be collected.

CONSULTANT will collect high-level vehicle classification information at all intersections, passenger vehicles, and light, medium, and heavy trucks. In addition, pedestrian and bicycle data will be collected.

#### **3.1.2 Signal Warrant Analysis**

CONSULTANT will evaluate if traffic signals are warranted at the intersections of Silver Shores Drive, Sopwith Boulevard, Silver Dawn Drive, Sunset Breeze Drive, Red Baron Boulevard, Resource Drive, Lear Boulevard, and Echo Avenue.

The warrant factors listed in MUTCD Section 4C.01 shall be used as the criteria for traffic signal recommendation. CONSULTANT will only evaluate MUTCD Warrants 1, 2, and 3 for the eight (8) intersections. A traffic control signal will not be recommended unless one or more of the factors are met.

#### **3.1.3 Develop Year 2050 Forecast Volumes and Perform Traffic Capacity Analysis**

CONSULTANT will evaluate the existing conditions (year 2024) based on the collected field counts and one future scenario year (2050) using outputs of the RTC's travel demand model and historical growth indicators. RTC will provide base year, 2020, and 2050 travel demand model outputs from RTC's most recent travel demand model. CONSULTANT will develop year 2050 forecast volumes using the guidance available in NDOT's Traffic Forecasting Guidelines. CONSULTANT will do basic post-processing of the model outputs to develop traffic forecasts for Moya Boulevard.

Traffic volumes will be adjusted to include the anticipated traffic generated along Moya Boulevard with the Reno Stead Airport Industrial Complex improvements as summarized in the Traffic Impact Study prepared by Headway Transportation, dated June 25, 2019.

NDOT has plans to add a right turn pocket to the northbound U.S. 395 exit ramp at Red Rock Road with anticipated construction in 2026. CONSULTANT will incorporate any intersection analysis by others into our model to ensure compatibility/consistency.



No travel demand modeling is included in this Scope of Services.

CONSULTANT will complete traffic analysis using the Synchro software; results from the year 2050 analysis will be the basis for turn-lane / storage-length recommendations at the intersections. CONSULTANT will complete traffic analysis for the nine (9) intersections referenced previously; minor stop-controlled side-street / driveway intersections will not be evaluated. Signal timing will not be evaluated under this contract.

#### 3.1.4 Traffic Operations Report

CONSULTANT will prepare a Traffic Operations Report that outlines existing and future traffic volumes and describes the necessary lane configurations, and any traffic signal recommendations at all the intersections.

##### 3.1.4.1 Deliverables

One Draft version of the Traffic Operations Report

One Final version of the Traffic Operations Report

### 3.2 ACCESS MANAGEMENT

According to the RTCs 2050 Regional Transportation Plan, Moya Boulevard is classified as a “Low Access Control Arterial,” therefore, access management will not be evaluated.

The existing two-way-left-turn (TWLTL) and raised landscape median will be perpetuated throughout the length of the corridor to maintain access to the multitude of driveways and side streets.

### 3.3 SAFETY ASSESSMENT

There are no ongoing existing safety concerns. CONSULTANT will not obtain crash data. Standard safety measures will be incorporated into the design.

## **TASK 4. SURVEY / UTILITIES / RIGHT OF WAY**

### **4.1. TOPOGRAPHIC SURVEY**

#### **4.1.1. Topographic Survey**

To ensure adequate detailed topography along curb flowlines, ADA compliant pedestrian pathways, and minimization and correct right of way impacts along properties, CONSULTANT will conduct field surveys and office support to provide topographic design surveys for the Moya Boulevard Capacity and Safety Improvements Project. The survey information will be provided for the full right-of-way width, and 25 feet maximum beyond for the parcels north of Lear Boulevard where the right of way narrows and will include cross-sections at 50-foot intervals. For the adjoining side streets, the existing ground topo shall extend 500' past the intersections with Red Rock Road, Resource Dr., Lear Blvd., and Echo Ave.; 250' past the intersections with Beacon Cove Dr., Silver Shores Dr., Sopwith Blvd., Silver Dawn Dr., Sunset Breeze Dr., and Red Baron Blvd.; and to 500' north of Echo Ave along Moya Boulevard.

Field survey will include but is not limited to, centerline elevations, existing stripping, edge of pavement, curb/gutter, sidewalks, driveways, median islands, ADA ramps, multiuse paths, retaining walls, drainage headwalls, ditch features, hinge points, location/invert/rim elevations of all sewer and storm drain manholes and cross-manholes, location/invert/rim elevations of culverts, invert and rim elevations for all water and gas valves/boxes/vaults, location/invert/rim elevations of storm drain inlets/catch basins, utility poles/anchors, fences, signs, existing survey monuments, location of underground utility markings, carsonite markers (if any), and any other key existing features.

#### **4.1.2. Field Staking of Fee Acquisitions and/or Easements**

CONSULTANT will provide paint marks for limits of fee acquisitions and/or easements as requested by property owners. It is assumed that fifteen (15) properties will request impact limits delineated.

#### **4.1.3. Final Design Match Line Checks**

To ensure the final design matches into the existing topography, CONSULTANT will conduct field surveys at the proposed match lines of features where grades are critical, including roadways, sidewalks, curbs, and driveways, and ADA compliant grades.

#### **4.1.4. Deliverables**

- MicroStation ORD file with topographic linework
- MicroStation ORD Existing Ground Surface with 3D breaklines

- Label callouts for rim and pipe inverts of Storm Drains, Sewer Systems, and other utilities
- One (1)-Foot existing ground contour intervals at a scale of 1" = 50' for full width of existing right of way and along each side street intersection as described above.

## 4.2. EXISTING SUBSURFACE UTILITIES

CONSULTANT will coordinate with NV Energy, TMWA, City of Reno, Charter, AT&T, Verizon, MCI, Zayo and all other utility companies as necessary for obtaining records of existing improvements, upcoming work, facility relocations, and new installations. A total of fifteen (15) utility coordination meetings are anticipated throughout the duration of the project.

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.

### 4.2.1. Utilities

CONSULTANT will provide RTC with a list of utility companies whose utilities are 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, new installation, ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

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

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

No upgrading or expansion of facilities shall be included in the project scope with the exception of City of Reno storm drainage, which may require additional inlets and connectivity to existing outlets to accommodate the additional pavement area.

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

No utility appraisal document preparation or utility acquisition and relocation activities are included in this scope.

As it is difficult to estimate the level of effort required to perform this task, a budget estimate of 150 hours is included in this scope of services for Task 3. Should the actual time required to coordinate exceed the budget estimate, CONSULTANT will notify the RTC, and the budget will be adjusted.

#### 4.3. UTILITY POTHOLING

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

#### 4.4. EXISTING RIGHT-OF-WAY MAPPING

CONSULTANT will provide the following services for this project:

- Obtain property ownerships and Assessor's Parcel Numbers (APNs) within the project limits from the Washoe County Regional Mapping System.
- Prepare right-of-way based on field survey of centerline monuments, section corners, and record maps. The field survey fee for this task includes up to a total of 100 right-of-way centerline monuments, property corners, section corners, and applicable public land survey monuments within the project limits.
- Prepare right-of-way plan sheets as part of the overall construction plan sheet set. Identify the affected parcels by APN, address, and ownership name. Right-of-way plans will include existing easements, new easements, and property acquisitions.

#### 4.5. RIGHT-OF-WAY ENGINEERING SERVICES

CONSULTANT will provide the following services for this project:

- Obtain and review current preliminary title reports (PTR) for the affected ownerships along Moya Boulevard. For budgetary purposes, it is estimated that fifteen (15)

property ownerships will be affected resulting in fifteen (15) right-of-way acquisitions and/or temporary easements.

- Review title reports to determine if any easements exist that will affect the proposed route design – if any easements exist, copies of the easement documents will be obtained, and they will be delineated on the base mapping.
- Where necessary, locate information not provided in the PTR, as necessary, perform research with the County of Washoe to obtain available record maps, assessor’s parcel map, vesting ownership deeds, and easement documents to provide to the Project Team and identify existing rights of way.
- Visually inspect each property (aerial and street-level views) and note the effects of all proposed acquisitions; work with design engineers to ensure proposed acquisitions are minimal.
- Develop temporary and/or permanent easement documents including legal descriptions and sketch maps for use by the RTC per the RTC standards. Assume fifteen (15) temporary construction easements (TCE).
- Develop fee acquisition documents including legal descriptions and sketch maps for use by the RTC per the RTC standards. Assume fifteen (15) fee acquisitions.
- Develop Permission to Construct (PTC) sketch maps for use by the RTC per the RTC standards. Assume four (4) Permission to Construct sketch maps.
- Develop Nevada Division of State Lands encroachment permits, one for right of entry for construction, and a second one for permanent new features within State Lands.

#### 4.5.1. Right-Of-Way Setting Meetings

CONSULTANT will facilitate a preliminary right-of-way setting meeting with RTC and City of Reno staff to review all the rights to be acquired and to review the responsibilities of the RTC, City of Reno, CONSULTANT, and Subconsultants, as applicable.

CONSULTANT will facilitate a final right-of-way setting meeting with RTC and City of Reno staff to finalize all the rights to be acquired and to document the responsibilities of the RTC, City of Reno, CONSULTANT, and Subconsultants, as applicable.

#### 4.5.2. Exclusions

- CONSULTANT will not prepare an estimate of the total services and incidental costs associated with each real estate acquisition (appraisals, acquisition and title/escrow, legal services, etc.).
- CONSULTANT will not include easement, acquisition, or relocation costs in the Engineer’s Probable Cost Option.
- CONSULTANT will not prepare a preliminary estimate of probable cost estimate, including temporary and/or permanent easements, acquisitions, and relocations based on readily available published information.
- CONSULTANT will not set any boundary monuments or prepare any record maps except those mentioned above for Acquisition, TCE and PTC areas.

## TASK 5. GEOTECHNICAL INVESTIGATION

### 5.1. GEOTECHNICAL INVESTIGATION

Subconsultant Construction Materials Engineer, Inc. (CME) will perform geotechnical investigations and associated laboratory testing to develop geotechnical design recommendations for Moya Boulevard. It is assumed that the roadway rehabilitation is proposed to be performed using roadbed modification, new construction, and/or reconstructing the existing roadway. Also, it is assumed no additional sound walls, retaining walls, slopes or other structures are proposed as part of this project.

Based on the existing subsurface information contained in CMEs files and their experience within the geologic region, the subgrade profile is anticipated to consist of silt and clayey sand.

Flexible pavement field exploration, laboratory testing, and design will be performed in general accordance with the 2022 *Structural Design Guide for Flexible Pavement* dated November 2022.

#### 5.1.1. Literature Review

Prior to initiating the field exploration, CONSULTANT will review published geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site.

#### 5.1.2. Field Exploration

##### 5.1.2.1 Permitting, Traffic Control, Work Hours, and USA North

CME will coordinate with the City of Reno to obtain an encroachment permit for the subsurface exploration. We assume encroachment permit fees will be waived for this project. CME assumes Jacobs will coordinate and secure all other required permits to perform the subsurface exploration including but not limited to environmental, NDOT, or private rights of entry.

A traffic control plan and set up will be subcontracted through Silver State Barricade & Sign. Traffic control is anticipated to include lane shifts (no flaggers) using traffic cones and signs for most exploratory borings and asphalt cores; exploratory borings and cores between Silver Dawn Drive and Red Baron Boulevard (¼-mile stretch) will require flaggers. Message boards are not anticipated to be required prior to or during field exploration. We have budgeted thirteen (13) working days to complete the fieldwork.

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

For the purposes of drilling and traffic control subcontractors, we assumed this is a non-prevailing wage project.

#### 5.1.2.2 Pavement Condition Assessment

Subconsultant Construction Materials Engineers (CME) will perform a “walking” pavement distress/condition survey within the project limits. The *FHWA Distress Identification Manual for Long-Term Pavement Performance* will be used to identify the distresses. CME will provide a qualitative summary of the pavement distresses present, along with their severity and general magnitude. This survey will not document the lengths of the various cracks or areas of alligator cracking, fatigue failure, etc., or calculate pavement condition indices (PCIs). The general extent and severity of these distresses will serve to support a selection of patching areas vs mill and overlay limits.

#### 5.1.2.3 Exploratory Borings

The subsurface exploration will include drilling up to forty-six (46) borings using a truck-mounted drill rig equipped with a 6- to 12-inch diameter auger. Borings will be advanced to depths of 5 to 50 feet below the existing ground surface or to practical refusal, whichever comes first.

The primary intent of the proposed subsurface exploration is to:

- Measure the thickness of the existing roadway structural section (includes thickness of asphalt concrete pavement, aggregate base, and/or subbase if present).
- Collect bulk samples and/or drive samples of underlying aggregate base and subgrade soils for laboratory testing. CME must collect a sufficient volume of subgrade material to perform the required amount of laboratory testing outlined in the *2022 Structural Design Guide for Flexible Pavement Section 5.2.d* (refer to Task 5.1.3). To complete the required testing, approximately 200 pounds of material will be sampled from each boring location. Imported backfill material for each boring will be required to fill the resulting void. Backfill material may consist of excess soil cuttings, gravel, or dry bags of concrete mix.

- Evaluate and test the subsurface profile below the roadway, reinforced concrete box culverts, and flatwork improvements.

Our geotechnical personnel will log material encountered during exploration in the field. The existing structural section (asphalt and aggregate base) will be measured. Bulk samples of the subgrade soils will be obtained for moisture density curves, R-value testing, sieve analyses, and plasticity indices testing as required in the *2022 Structural Design Guide for Flexible Pavement*. Borings will be capped with approximately 6-inches of concrete or Aquaphalt 6.0.

#### 5.1.2.4 Asphalt Cores

To further define asphalt thickness to assist with assessing existing conditions, twenty-five (25) asphalt cores have been budgeted. Pavement cores will be collected using a 4 to 6-inch diameter core barrel attached to the drill rig. Our field technician will measure, photograph, and log the pavement core.

#### 5.1.2.5 Ground Penetrating Radar (GPR)

Ground penetrating radar (GPR) will be performed on the existing pavement to determine asphalt concrete (AC) thicknesses in all lanes within the proposed patching and mill and fill areas. GPR data collection is estimated to be completed within 1 day.

The collected GPR data will be provided to Infrasense for determination of pavement layer thickness. The deliverables will include tabular results of the pavement layer thicknesses (asphalt concrete and aggregate base, where detectable) reported at a 5-ft interval with corresponding GPS coordinates and stationing from a consistent starting point, identified by direction and lane.

### 5.1.3. Laboratory Testing

Representative samples of subgrade soil will be tested in the laboratory to determine index and mechanical properties in accordance with the *2022 Structural Design Guide for Flexible Pavement* dated November 2022. In accordance with the *2022 Structural Design Guide for Flexible Pavement Section 5.2.d*, to calculate resilient modulus, we will need to perform the following laboratory test program at least every 1,000 feet along the alignment:

- 2 to 3 R-value tests, depending on R-value variability (ASTM D2844)
- 1 Sieve Analysis (ASTM C136 or D6913)
- 1 Plasticity Index (ASTM D4318)
- 1 Moisture Density Relationship (ASTM D1557)



To support a potential for lime treatment of expansive subgrade soil or roadbed modification mix design, we will perform the following lab testing for up to three (3) mix designs:

- Plasticity indices using native subgrade soil and three (3) different lime contents to determine optimal lime content
- Moisture-Density Relationship Curve with optimal lime content and one (1) for cement content
- Fabricating nine (9) unconfined compressive strength tests with three (3) different cement contents
- Nine (9) unconfined compressive strength tests on nine (9) specimens using three (3) different cement contents (one (1) break at three (3) days, two (2) breaks at seven (7) days)

Other laboratory testing will be completed consisting of:

- Expansion Index (ASTM D4829) for flatwork overexcavation recommendations
- Consolidation testing (ASTM D2435) for RCB culvert design
- Soluble Sulfates (ASTM C1580) for corrosion to concrete

#### 5.1.4. Geotechnical and Pavement Investigation Report

Upon completion of the field, laboratory testing, and analysis phases of our investigation, a Geotechnical and Pavement Investigation report will be completed for the project and include the following:

- Description of the project site with the approximate locations of our explorations, presented on a Site Plan.
- Descriptive logs of the explorations performed for this study.
- Summary of the visual observations and description of pavement distress observed.
- Summary of existing structural section thicknesses.
- General summary of subgrade soil description.
- Laboratory test results.
- Subgrade soil design resilient moduli.
- Pavement structural section design with rehabilitation recommendations including minimum structural section thickness (e.g., full depth reconstruction, AC on pulverized AB or roadbed modification). PCC pavement designs are not currently included in this scope but can be added upon request.
- Geotechnical design and construction recommendations including:
  - Recommendations for concrete flatwork (sidewalk, curb and gutter).
  - Recommendations for the RCB extension
- Construction Recommendations including:
  - Site preparation and grading recommendations.
  - Recommended lime and/or cement contents for roadbed modification, if applicable.

- Anticipated construction difficulties.

Any additional work, if required for this investigation, will be billed on a time and materials basis in accordance with our Standard Fee Schedule.

#### 5.1.5. Geotechnical Deliverables

- Draft Geotechnical Report for Agency Review
- Final Geotechnical Report

## **TASK 6. ENVIRONMENTAL**

### 6.1. ENVIRONMENTAL SUPPORT

It is assumed no federal funding will be used for the design or construction of the Moya Boulevard Capacity and Safety Improvement Project and there is no federal nexus that would require federal permits. Therefore, the preparation of formal documentation for NEPA or other federal environmental approvals or permits is not required. Further, it is assumed that no state funding will be used for design or construction that would warrant involvement from NDOT or compliance with NDOT procedures or agreements. Therefore, permits or approvals for geotechnical borings or potential potholing activities will be limited to City of Reno requirements.

To identify resources in the project corridor that may warrant consideration prior to construction or may trigger state or federal review, CONSULTANT will perform limited environmental reconnaissance services for this project as summarized below.

#### 6.1.1. Development of Purpose and Need

Clarifying project needs and goals early is crucial to identifying a recommended design alternative. CONSULTANT will identify draft project needs and goals based on the North Valleys Corridor Study and information gathered through discussions with RTC, City of Reno, and other stakeholders. A brief (1-2 pages) project needs and goals summary will be submitted to RTC for review and used as a guide in the development of the 30% design. The CONSULTANT will revise the project needs and goals summary per RTC comments. The Purpose and Need will be shared with stakeholders and the public to introduce and define the intent of the project.

#### 6.1.2. Hazardous Materials Initial Site Assessment (ISA)

CONSULTANT will conduct an initial site assessment of hazardous materials to identify potential sources of contamination that could impact the Project. Findings will be

documented in a hazardous materials technical memorandum. Tasks under this scope of services include the following:

- Data collection – a regulatory records search will be conducted by Environmental Data Resources (EDR), or an equivalent service. The search distance to obtain information will be based on the standard ASTM search distances up to one mile from the proposed project.
- Historical aerial photographs will be reviewed (if available) to evaluate changes in past property usage within the study area.
- Historical topographic maps will be reviewed to evaluate/document physical changes to the subject property and surrounding properties within the study area.
- Site reconnaissance will be conducted to locate listed sites identified in the EDR report as well as other sites not listed, but which are suspected to have hazardous material concerns within the study area. The site reconnaissance will consist of a windshield survey and visual inspection for indications of soil contamination and/or other indications of potential hazardous materials concerns that may have the potential to impact the project. Inspection of structures and private properties will not be conducted. Site reconnaissance will be completed concurrent with the wetland site visit.

The CONSULTANT will compile and prepare a draft copy of the hazardous materials technical memorandum for review by RTC, address review comments, and prepare a final memorandum.

The RTC acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT.

If any right-of-way acquisitions require a Phase I Environmental Analysis, or if any right-of-way acquisitions require a Phase II Environmental Analysis to be completed at RTC's direction, RTC will provide authorization and funding under Task 8 - Design Contingency.

#### 6.1.3. Wetlands and Waters of the U.S.

Review desktop data resources to identify potential wetlands and waters of the U.S. in the project corridor. Conduct a site visit, to be done concurrently with the hazardous materials site visit, to confirm if any wetlands or other waters of the U.S. exist in the project area.

If wetlands or other waters of the U.S. are identified in the project area, this scope of services includes the following:

- Delineate wetlands and waters of the U.S. per the Corps of Engineers 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland

Delineation Manual: Arid West Region. Delineate jurisdictional waters using Trimble Pathfinder GPS to submeter accuracy.

- Post process and include delineation in GIS mapping.
- Assess impacts to waters of the U.S. based on design.
- Work with designers to avoid and minimize impacts.
- Prepare an aquatic resources memorandum to document existing conditions and avoidance and minimization measures to be implemented (if any). Submit memorandum for review by RTC, address review comments, and prepare a final memorandum.

This scope assumes no permanent or temporary impacts to wetlands or other waters of the U.S. would result from the project and no compensatory mitigation is needed. If it is determined that the project requires a Clean Water Act Section 404 permit or Section 401 Water Quality Certification, RTC will provide authorization and funding under Task 8 – Design Contingency.

#### 6.1.4. Protected Species

Collect and analyze resource data for the project area, including information from U.S. Fish and Wildlife Service (USFWS), Natural Diversity Information Source (NDIS), Natural Heritage Program (NHP), and Nevada Division of Natural Heritage (NDNH) regarding migratory birds, threatened, endangered, sensitive, or rare species in the project area. Concurrent with the hazardous materials and aquatic resources site visit, assess habitat for protected species. This scope does not include species specific protocol surveys or GPS mapping of vegetation (beyond what is required for the aquatic resources delineation). Prepare a memorandum to document the results of the data collection and survey. Submit memorandum for review by RTC, address review comments, and prepare a final memorandum.

This memorandum will support the Nevada Division of State Lands encroachment permit. This scope assumes no suitable habitat will be identified and no USFWS consultation is required. If it is determined that the project requires Section 7 consultation with USFWS, RTC will provide authorization and funding under Task 8 – Design Contingency.

#### 6.1.5. Deliverables

- Draft Project Needs and Goals Summary
- Final Project Needs and Goals Summary
- Draft Hazardous Material Technical Memorandum
- Final Hazardous Material Technical Memorandum
- Draft Aquatic Resources Memorandum (if applicable)
- Final Aquatic Resources Memorandum (if applicable)
- Draft Protected Species Summary
- Final Protected Species Summary

## TASK 7. 30% DESIGN

### 7.1. DATA COLLECTION

CONSULTANT will obtain as-built data (pdf and electronic CAD files as available) for Moya Boulevard and the intersections of the side streets to Moya Boulevard within the project limits from RTC and City of Reno.

CONSULTANT will obtain as-built data (pdf and electronic CAD files as available for Moya Boulevard and the intersections of the side streets to Moya Boulevard within the project limits from each utility company.

### 7.2. DESIGN CRITERIA & SOFTWARE

#### 7.2.1. Design Criteria

CONSULTANT will develop design criteria for Moya Boulevard. Design standards will be established based on the following references:

- Standard Specifications for Public Works Construction (Orange Book), Revision 8 of the 2012 Edition
- City of Reno Public Works Design Manual, January 2009 with January 2016 Revised Chapter VI.
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book) 7<sup>th</sup> Edition, 2018
- Manual on Uniform Traffic Control Devices, 11<sup>th</sup> Edition, December 2023
- AASHTO Roadside Design Guide, 2011, with July 2015 errata
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, 2<sup>nd</sup> Edition, AASHTO, 2021
- RTC 2050 Regional Transportation Plan, and updates
- RTC Washoe Active Transportation Plan: Walk and Roll Truckee Meadows, 2024
- Truckee Meadows Regional Drainage Manual, latest version

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

CONSULTANT will prepare draft design criteria, consisting of a tabular format document of critical criteria and a summarized listing of the governing standards and references, for review and approval by the RTC and City of Reno. A meeting will be held with the RTC and City of Reno to reconcile any outstanding review comments and prepare and submit the Final Design Criteria.

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

### 7.2.2. Software

Project design and plans will be produced using OpenRoads Designer (ORD), with the understanding that master files can be translated to AutoCAD at the completion of final design for final delivery to the RTC, if required. ProjectWise will be used to organize CADD files, including those of the Subconsultants.

### 7.2.3. Deliverables

- Draft Design Criteria for Agency Review
- Final Design Criteria

## 7.3. 30% DESIGN

Incorporating the results of the traffic operations report, CONSULTANT will prepare a preliminary design for widening Moya Boulevard to four lanes from Red Rock Road to Echo Avenue and any intersection improvements, if necessary.

It is assumed the intersection at Lear Boulevard will be the only intersection that requires a traffic signal, while the traffic signal at Red Rock Road remains in place.

It is assumed the proposed typical section will prohibit on-street parking the entirety of the corridor.

Roadway alignment and features will be designed in accordance with the approved design criteria in subtask 7.2.1. Design deviations are not anticipated, however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the deviations identify station limits, standards, and potential mitigations.

### 7.3.1. Drainage Analysis and Design

Moya Boulevard resides in the 56.5 square mile watershed of Silver Lake. There is no natural outlet for the lake; therefore, it is considered to be a closed playa within a FEMA floodplain. Portions of the roadway corridor are located within Flood Zone AE designation. The National Flood Insurance Program (NFIP) is managed locally by the City of Reno. It is assumed that improvements for the Moya Boulevard Capacity and Safety Improvements Project would have a negligible impact to the water surface elevation of the floodplain and coordination with FEMA would not be required, nor would a CLOMR or LOMR be required.

The FEMA 100-year water surface elevation (WSEL) of Silver Lake is 4972 ft above sea level. After Silver Lake experienced high water levels in 2017 and 2019, the City of Reno

developed a Flood Action Plan identifying progressive proposed flood control measures with each of the four stages.

It is assumed that the roadway elevation throughout the corridor will NOT be raised.

This scope is based upon the drainage criteria outlined by the *Truckee Meadows Regional Drainage Manual (TMRDM)*, *Truckee Meadows Structural Controls Design and Low Impact Development Manual*. TMRDM section 709.2 North Valleys requires volumetric analysis and mitigation within the Silver Lake basin to be based on the 100-year, 10-day storm event. It is assumed the City of Reno will require volumetric mitigation of the additional impervious areas to be provided at a ratio of 1.3:1. The existing storm drain system outlets directly to Silver Lake, and therefore it is assumed that additional stormwater quality mitigation measures will not be required. Calculations for routing of peak flows shall be based on the 5- and 100-year, 24-hour storm event.

CONSULTANT will estimate street surface flow characteristics (i.e., depth, velocity, spread width/dry lane, and velocity times depth) using Manning's Equations for 5- and 100-year design storm events. Roadway inlets will be designed based on a 5-year flow, with inundation allowed to half the width of the outside vehicular travel lane. Roadside ditches will be designed based on a 100-year peak flow, per Section 202.2.3.1 of the City of Reno Public Works Design Manual.

CONSULTANT will determine whether or not existing drainage facilities meet drainage criteria using Manning's Equation for roadside ditches and storm drain facilities, and HEC-22 for drop inlets.

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

### 7.3.2. Lighting and Electrical Design

No lighting or electrical analysis or design will be included in the 30% design.

### 7.3.3. Landscape and Aesthetics

Moya Boulevard has existing landscaping behind the curb and gutter / sidewalk along the southern/eastern side in the vicinity of the residential communities between Red Rock Road and Resource Drive. There is also approximately 825 linear feet of landscaped median island just south of Resource Drive to Lear Boulevard. Additionally, landscaped frontage has been installed along several developed parcels throughout the project corridor.

The preliminary 30% landscape plans will identify any impacts to existing landscaping, including landscaped frontage of developed parcels, and impacts to any existing trees. In addition, the preliminary landscape plans will identify new proposed parkway streetscape, landscaped median islands, or locations where landscaping will need to be replaced/repared along developed parcels. These plans will be conceptual only, with no details.

#### 7.3.4. Coordination with City of Reno Silver Lake Flood Action Plan

CONSULTANT will coordinate with City of Reno Maintenance and Operations, Utility Services, and Public Works Departments to ensure the design accommodates certain flood mitigations as outlined in the Silver Lake Flood Action Plan. Flood mitigation measures include pumps, HESCO barriers, and earthen dams.

CONSULTANT will maintain the line of sight of the Silver Lake Water Level Monitoring Web Camera installed by the City of Reno. The City of Reno LakeCam offers a live, real-time look at Silver Lake water levels.

#### 7.3.5. 30% Plan Set

Plan sheets will be drafted electronically at half size, approximately 1" = 50' scale, on an 11" x 17" paper size.

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

Title Sheet (1)

Index of Sheets, Digital Signature Page (1)

General Notes, Legend, and Abbreviations, Key Map (3)

Alignment Summary (2) / Survey Control (1) / Right of Way Sheets (15)

- Moya Boulevard and Side Street Alignment Information including horizontal curve data, bearings, distances
- Survey Control
- Existing Right of Way limits; Preliminary Right of Way Impacts

Typical Section Sheets (3)

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



#### Removal Sheets (15)

- Two stacked plan view windows
- Roadway feature removal limits
- Existing ground contours at 1' interval

#### Roadway – Plan and Profile Sheets (30)

- Plan view over profile view stacked window layout
- Station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits
- Vertical grade and curve data
- Superelevation Diagrams

#### Drainage – Plan and Profile Sheets (30)

- Plan view over pipe profile view stacked window layout
- Existing and proposed drainage facilities
- Drainage Removals
- Proposed Drainage Structures/Pipes/Ditches
- Existing utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval
- Existing ground contours at 1' interval

#### Striping /Signing Sheets (15)

- Two stacked plan view windows
- Proposed striping showing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
- Lane widths
- Existing Sign Removals
- Proposed Signs

#### Traffic Signal Sheets (2)

- Traffic signal installations or modification (if necessary) – Schematic plan view only – no phasing diagrams, wiring, or signal interconnect details

#### Utility Sheets (15)

- Two stacked plan view windows
- Existing Utilities and Proposed Utility adjustments/relocations

#### Landscape and Aesthetics Sheets (15)

- General impacts and concepts, no detailed information

## Details (10)

- City of Reno Standard Details Being Used on the Project

Approximately **161 Sheets** Total.

### Exclusions from the 30% Scope of Work:

- Cross Sections will not be included in the plans or provided to the agency(s)
- Detailed grading sheets for pedestrian ramps, driveways, intersection grading
- Specific/Custom details will not be prepared
- Retaining Wall Plans, if necessary, will not be prepared
- Culvert Headwalls, if necessary, will not be prepared
- No public art design is included, nor identification of potential location(s)
- No soundwalls are required for the project
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Utility Companies are responsible for their own design and plan sheets.
- Site reconstruct plans for adjacent properties will not be prepared
- Signal and Traffic Signal Interconnect plans will not be prepared
- Detailed analysis for lighting and/or electrical will not be completed
- No landscape and aesthetic design for remediation of impacts to adjacent private parcels is included

### 7.3.6. 30% Design Deviation Report

CONSULTANT will prepare a list of any design exceptions identifying station limits, standards, and potential mitigation measures.

### 7.3.7. 30% Cost Estimate

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost.

### 7.3.8. 30% Constructability Review, Independent Cost Estimate and Construction Schedule

Subconsultant Pre-Construction Services Group (PCSG) will provide a constructability review of the 30% design plans. A constructability meeting with the RTC, City of Reno, PCSG, and CONSULTANT will summarize results from the constructability review and identify possible value engineering design alternatives.

PCSG will provide an independent cost estimate (ICE) based on material unit takeoffs. The Engineer's Opinion of Probable Cost will be reconciled with the ICE prior to submittal to the RTC.

PCSG will provide a preliminary construction schedule based on the 30% design and quantities.

#### 7.3.9. Quality Assurance / Quality Control

CONSULTANT will perform quality assurance / quality control on all plans and documents as described in the Quality Management Plan in Task 1.4.

#### 7.3.10. 30% Preliminary Design Submittal Deliverables

CONSULTANT will post the 30% preliminary design submittal package to a OneDrive folder for download by reviewing agencies and utility companies.

- 30% Design Plans (11"x17" pdf)
- Design Deviation Report
- Traffic Operations Report
- Draft Hydraulic Report
- Draft Geotechnical Report
- Constructability Meeting Notes
- Engineer's Opinion of Probable Cost (RTC Only)
- Draft Construction Schedule (RTC Only)
- 30% Comment Review Form

## TASK 8. 60% DESIGN

### 8.1. 60% DESIGN

CONSULTANT will organize a 30% review comment reconciliation meeting with the RTC, City of Reno, utility companies, and other agencies, as necessary. Six (6) CONSULTANT team members are anticipated to attend the comment reconciliation meeting. The agreed upon revisions will be incorporated into the plans, allowing the CONSULTANT to advance the design plans and engineer's estimate to 60%.

#### 8.1.1. Lighting and Electrical Design

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

The electrical design will include all necessary power locations, conduit, wiring, boxes, electrical requirements for the lighting system and power distribution services for all the items listed above.

#### 8.1.2. 60% Plan Set

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

- Traffic Signal Sheets (Additional 4)
- Lighting and/or electrical (16)
- Landscaping and Aesthetics (Additional 10)
- Special Structural Details (5)
- Detail Sheets (Additional 4)

Approximately **200 Sheets** Total.

Exclusions from the 60% Scope of Work:

- Cross Sections will not be included in the plans or provided to the agency(s)
- Detailed grading sheets for pedestrian ramps, driveways, intersection grading
- No public art design is included, nor identification of potential location(s)
- No soundwalls are required for the project
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared

- Utility Companies are responsible for their own design and plan sheets.
- Site reconstruct plans for adjacent properties will not be prepared
- No landscape and aesthetic design for remediation of impacts to adjacent private parcels is included

#### 8.1.3. 60% Specifications

RTC will provide CONSULTANT with the most current boilerplate version of the specifications including the supplemental general provisions, special provisions, special technical specifications, and bid item clarifications.

CONSULTANT will revise/update the specifications to be specific to the Moya Boulevard Capacity and Safety Improvements Project. Detailed technical specifications as determined up through the 60% design will be included. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Environmental preconstruction surveys and mitigation requirements will be included in specifications as needed.

CONSULTANT will submit 60% plans and specifications to RTC, City of Reno, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

#### 8.1.4. 60% Cost Estimate

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost.

#### 8.1.5. 60% Independent Cost Estimate and Construction Schedule

PCSG will provide an updated independent cost estimate based on material unit takeoffs. The Engineer's Opinion of Probable Cost will be reconciled with the ICE prior to submittal to the RTC.

PCSG will provide an updated preliminary construction schedule based on the 60% design and quantities.

#### 8.1.6. Quality Assurance / Quality Control

CONSULTANT will perform quality assurance / quality control on all plans and documents as described in the Quality Management Plan in Task 1.4.

#### 8.1.7. 60% Design Submittal Deliverables

CONSULTANT will post the 60% design submittal package to a OneDrive folder for download by reviewing agencies and utility companies.

- 60% Design Plans (11”x 17” .pdf)
- 60% Specifications
- Updated Design Deviation Report (As Necessary)
- Traffic Operations Report
- Draft Hydraulic Report
- Draft Geotechnical Report
- Responses to 30% Review Comments
- Engineer’s Opinion of Probable Cost (RTC Only)
- 60% Draft Construction Schedule (RTC Only)
- 60% Comment Review Form

### TASK 9. 100% DESIGN AND FINAL DESIGN

#### 9.1. 100% DESIGN

CONSULTANT will organize a 60% review comment reconciliation meeting with the RTC, City of Reno, utility companies, and other agencies, as necessary. Six (6) CONSULTANT team members are anticipated to attend the comment reconciliation meeting. The agreed upon revisions will be incorporated into the plans, allowing the CONSULTANT to finalize the design plans, specifications, and engineer’s estimate to 100%.

##### 9.1.1. 100% Plan Set

Plan sheets included in the 60% submittal will be advanced to the 100% level of detail.

Additional sheets to be included are:

Detailed grading sheets for pedestrian ramps, driveways, intersection grading (25)

Approximately **225 Sheets** Total.

##### 9.1.2. 100% Specifications

CONSULTANT will revise/update the specifications to be specific to the Moya Boulevard Capacity and Safety Improvements Project 100% Design.

### 9.1.3. 100% Cost Estimate

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost.

### 9.1.4. 100% Independent Cost Estimate and Construction Schedule

PCSG will provide an updated independent cost estimate based on material unit takeoffs. The Engineer's Opinion of Probable Cost will be reconciled with the ICE prior to submittal to the RTC.

PCSG will provide an updated preliminary construction schedule based on the 100% design and quantities.

### 9.1.5. Quality Assurance / Quality Control

CONSULTANT will perform quality assurance / quality control on all plans and documents as described in the Quality Management Plan in Task 1.4.

### 9.1.6. 100% Design Submittal Deliverables

CONSULTANT will post the 100% design submittal package to a OneDrive folder for download by reviewing agencies and utility companies.

- 100% Design Plans (11"x17" .pdf)
- 100% Specifications
- Updated Design Deviation Report (As Necessary)
- Traffic Operations Report
- Final Hydraulic Report
- Final Geotechnical Report
- Responses to 60% Review Comments
- Engineer's Opinion of Probable Cost (RTC Only)
- 100% Draft Construction Schedule (RTC Only)
- 100% Comment Review Form

## 9.2. FINAL DESIGN

CONSULTANT will organize a 100% review comment reconciliation meeting with the RTC, City of Reno, utility companies, and other agencies, as necessary. Six (6) CONSULTANT team members are anticipated to attend the comment reconciliation meeting.

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

### 9.2.1. Final Design Submittal

CONSULTANT will provide 11" x 17" PDFs and a PDF of the Technical Specifications via a USB or FTP to the RTC for posting on their ProcureWare website for advertisement.

## **TASK 10. BIDDING SERVICES**

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

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

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

CONSULTANT will post conformed plans and specifications to a OneDrive folder for download by RTC, Contractor, and Agencies.

## **TASK 11. DESIGN CONTINGENCY**

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 to 10. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.



## **TASK 12. ENGINEERING SERVICES DURING CONSTRUCTION**

CONSULTANT will provide project management services for the scope of work of this task for the duration of construction and preparation of the Record Drawings, assumed to occur from December 2026 through November 2028, a duration of twenty-four (24) months. Project management includes task setup and administration, continued management of Subconsultants, quality assurance on deliverables, coordination with the RTC Project Manager and Construction Management Team, and task closeout.

CONSULTANT will provide engineering services during construction assumed to be from December 2026 through November 2028. The CONSULTANT Project Manager will be responsible for the ongoing coordination with the RTC Project Manager and the construction management team's Construction Manager; including attending weekly construction progress meetings and as necessary field site visits to the project construction site to observe the progress and the general quality of the work, and project specific questions.

CONSULTANT will review and prepare written responses to Requests for Information (RFIs) from the Contractor for resolution of conflicts, providing clarifications, and/or interpretations of the plan and/or specifications prepared by CONSULTANT. CONSULTANT will not maintain document control for the questions and responses, this will be the responsibility of the independent Construction Manager hired by the RTC for construction.

CONSULTANT will review submittals and shop drawings as requested by the construction management team to ensure accuracy and conformance with the project plans and specifications.

CONSULTANT shall participate in the final inspection field review and shall coordinate with the construction management team regarding deficiencies to be included as part of the project punch/deficiency list.

Upon the Contractor achieving final project acceptance, or upon receipt of the as-built drawings from the Contractor, CONSULTANT shall complete a Record Drawing set of plan accounting for all known field revisions occurring during construction. Revision shall be shown in blue ink and shall be inserted by electronic methods. Each sheet of the plan set shall be dated and marked "RECORD DRAWING." CONSULTANT shall furnish one (1) USB Drive containing images of the Record Drawings to the RTC and City of Reno. The images shall be 11" x 17" and in .tiff or .pdf format with a resolution of not less than 300 dpi.

**CONTRACTOR MEANS AND METHODS.** The presence or duties of SUB-CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make SUB-CONSULTANT or its personnel in any way responsible for those duties that belong to the ENGINEER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in

accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

### **TASK 13. CONSTRUCTION SERVICES CONTINGENCY**

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 12. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.



## **Exhibit B**

Compensation

<b>Exhibit B - Moya Blvd Project Bill Rates</b>					
	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
<b>Sr. Project Manager</b>	\$275.00	\$ 280.50	\$ 286.11	\$ 291.83	\$ 297.67
<b>Project Manager</b>	\$225.00	\$ 229.50	\$ 234.09	\$ 238.77	\$ 243.55
<b>Sr. Structural</b>	\$275.00	\$ 280.50	\$ 286.11	\$ 291.83	\$ 297.67
<b>Structural Engineer IV</b>	\$200.00	\$ 204.00	\$ 208.08	\$ 212.24	\$ 216.48
<b>Structural Engineer III</b>	\$190.00	\$ 193.80	\$ 197.68	\$ 201.63	\$ 205.66
<b>Structural Engineer II</b>	\$160.00	\$ 163.20	\$ 166.46	\$ 169.79	\$ 173.19
<b>Structural Engineer I</b>	\$130.00	\$ 132.60	\$ 135.25	\$ 137.96	\$ 140.72
<b>CADD Structural</b>	\$150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
<b>Enviro Lead</b>	\$225.00	\$ 229.50	\$ 234.09	\$ 238.77	\$ 243.55
<b>Env/NEPA Specialist IV</b>	\$195.00	\$ 198.90	\$ 202.88	\$ 206.94	\$ 211.08
<b>Env/NEPA Specialist III</b>	\$165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
<b>Env/NEPA Specialist II</b>	\$135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13
<b>Env/NEPA Specialist I</b>	\$110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.06
<b>GIS Tech II</b>	\$100.00	\$ 102.00	\$ 104.04	\$ 106.12	\$ 108.24
<b>GIS Tech I</b>	\$85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.00
<b>Graphics Specialist</b>	\$150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
<b>Technical Editor / QC</b>	\$115.00	\$ 117.30	\$ 119.65	\$ 122.04	\$ 124.48
<b>Sr. Proj Engineer</b>	\$250.00	\$ 255.00	\$ 260.10	\$ 265.30	\$ 270.61
<b>Project Engineer V</b>	\$225.00	\$ 229.50	\$ 234.09	\$ 238.77	\$ 243.55
<b>Project Engineer IV</b>	\$200.00	\$ 204.00	\$ 208.08	\$ 212.24	\$ 216.48
<b>Project Engineer III</b>	\$175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.42
<b>Project Engineer II</b>	\$150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
<b>Project Engineer I</b>	\$125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
<b>Project Designer</b>	\$110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.06
<b>Traffic Engineer III</b>	\$175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.42
<b>Traffic Engineer II</b>	\$150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
<b>Sr Landscape</b>	\$225.00	\$ 229.50	\$ 234.09	\$ 238.77	\$ 243.55
<b>L &amp; A</b>	\$150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
<b>Field Utility Locate</b>	\$175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.42
<b>Field - Drone Pilot</b>	\$215.00	\$ 219.30	\$ 223.69	\$ 228.16	\$ 232.72
<b>Scan Data Extractor III</b>	\$165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
<b>Scan Data Extractor II</b>	\$145.00	\$ 147.90	\$ 150.86	\$ 153.88	\$ 156.96
<b>Scan Data Extractor I</b>	\$125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
<b>Office Survey Chief</b>	\$165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
<b>Office Survey II</b>	\$135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13
<b>Office Survey I</b>	\$115.00	\$ 117.30	\$ 119.65	\$ 122.04	\$ 124.48
<b>Field Survey Chief</b>	\$195.00	\$ 198.90	\$ 202.88	\$ 206.94	\$ 211.08
<b>Field Survey II</b>	\$165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
<b>Field Survey I</b>	\$145.00	\$ 147.90	\$ 150.86	\$ 153.88	\$ 156.96
<b>ROW PLS</b>	\$250.00	\$ 255.00	\$ 260.10	\$ 265.30	\$ 270.61
<b>ROW Eng III</b>	\$175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.42
<b>Right of Way Eng II</b>	\$150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
<b>QA/QC Manager</b>	\$250.00	\$ 255.00	\$ 260.10	\$ 265.30	\$ 270.61
<b>Proj Automation Lead</b>	\$125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
<b>Visualization Specialist</b>	\$200.00	\$ 204.00	\$ 208.08	\$ 212.24	\$ 216.48
<b>Graphics Specialist</b>	\$150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
<b>Technical Editor / QC</b>	\$115.00	\$ 117.30	\$ 119.65	\$ 122.04	\$ 124.48
<b>Admin / Proj Controls III</b>	\$115.00	\$ 117.30	\$ 119.65	\$ 122.04	\$ 124.48



Project Title		Sr. Project Manager	Project Manager	Enviro Lead	Env/NEPA Specialist III	Env/NEPA Specialist II	GIS Tech II	Sr. Proj Engineer	Project Engineer V	Project Engineer IV	Project Engineer III	Project Engineer II	Project Engineer I	Traffic Engineer III	Traffic Engineer II	Sr Landscape	L & A	Scan Data Extractor II	Office Survey Chief	Office Survey II	Field Survey Chief	Field Survey II	Field Survey I	Right of Way Eng II	QA/QC Manager	Proj Automation Lead	Admin / Proj Controls III	Admin / Project Controls I	Hours	Subtask Cost	Sub-Consultants	Total Costs	
RATE	2024 Rate	\$275.00	\$225.00	\$225.00	\$165.00	\$135.00	\$100.00	\$250.00	\$225.00	\$200.00	\$175.00	\$150.00	\$125.00	\$175.00	\$150.00	\$225.00	\$150.00	\$145.00	\$165.00	\$135.00	\$195.00	\$165.00	\$145.00	\$150.00	\$250.00	\$125.00	\$115.00	\$75.00					
	2025 Rate (2024 + 2%)	\$ 280.50	\$ 229.50	\$ 229.50	\$ 168.30	\$ 137.70	\$ 102.00	\$ 255.00	\$ 229.50	\$ 204.00	\$ 178.50	\$ 153.00	\$ 127.50	\$ 178.50	\$ 153.00	\$ 229.50	\$ 153.00	\$ 147.90	\$ 168.30	\$ 137.70	\$ 198.90	\$ 168.30	\$ 147.90	\$ 153.00	\$ 255.00	\$ 127.50	\$ 117.30	\$ 76.50					
	2026 Rate (2025 + 2%)	\$ 286.11	\$ 234.09	\$ 234.09	\$ 171.67	\$ 140.45	\$ 104.04	\$ 260.10	\$ 234.09	\$ 208.08	\$ 182.07	\$ 156.06	\$ 130.05	\$ 182.07	\$ 156.06	\$ 234.09	\$ 156.06	\$ 150.86	\$ 171.67	\$ 140.45	\$ 202.88	\$ 171.67	\$ 150.86	\$ 156.06	\$ 260.10	\$ 130.05	\$ 119.65	\$ 78.03					
	2027 Rate (2026 + 2%)	\$ 291.83	\$ 238.77	\$ 238.77	\$ 175.10	\$ 143.26	\$ 106.12	\$ 265.30	\$ 238.77	\$ 212.24	\$ 185.71	\$ 159.18	\$ 132.65	\$ 185.71	\$ 159.18	\$ 238.77	\$ 159.18	\$ 153.88	\$ 175.10	\$ 143.26	\$ 206.94	\$ 175.10	\$ 153.88	\$ 159.18	\$ 265.30	\$ 132.65	\$ 122.04	\$ 79.59					
	2028 Rate (2027 + 2%)	\$ 297.67	\$ 243.55	\$ 243.55	\$ 178.60	\$ 146.13	\$ 108.24	\$ 270.61	\$ 243.55	\$ 216.48	\$ 189.42	\$ 162.36	\$ 135.30	\$ 189.42	\$ 162.36	\$ 243.55	\$ 162.36	\$ 156.96	\$ 178.60	\$ 146.13	\$ 211.08	\$ 178.60	\$ 156.96	\$ 162.36	\$ 270.61	\$ 135.30	\$ 124.48	\$ 81.18					
SUB	Construction Materials Inc.																												0	\$ -	\$ 242,531		
<b>6.0</b>	<b>Environmental</b>	0	25	48	60	104	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	277	\$ 45,838	\$ -		
6.1	Environmental																												0	\$ -			
6.1.1	Purpose and Need		8	24			8																						40	\$ 8,000			
6.1.2	Haz Mat ISA		12	8	60	8	8																						96	\$ 16,280			
6.1.3	Wetlands		4	8		48	16																						76	\$ 10,780			
6.1.4	Threatened and Endangered Species		1	8		48	8																						65	\$ 9,305			
	Task 6 Rate Escalation																													\$ 1,473			
<b>7.0</b>	<b>30% - Design</b>	0	358	19	0	0	0	8	80	21	275	593	546	19	0	26	43	0	27	0	0	0	0	0	68	467	0	48	2,598	\$ 419,193	\$ 9,570		
7.1	Data Collection		8									8							8										32	\$ 4,920			
7.2	Design Criteria and ProjectWise Setup										8	16													2	40			66	\$ 9,300			
7.3	30% Design (January 2025 - June 2025)																																
1.2.1	Kickoff Meetings			4						4	4	4		4		0	4		4							4		16	48	\$ 6,660			
1.2.2a	QRTly Project Management Team Meetings		48	3						3	3	3		3		0	3		3									12	81	\$ 15,420			
1.2.3a	Bi-Weekly Internal Design Coordination Mtg		12	12						12	12	12	12	12		0	12		12							12	12	132	\$ 21,480				
	Gen, Rdwy, Rmvs, ROW, Typ, Utility, Traffic Signals, Sign, Stripe, Details		244									510	510																1264	\$ 195,150			
7.3.1	Drainage and Report							8			240														8				256	\$ 46,000			
7.3.3	Landscape & Aesthetics															24	24												48	\$ 9,000			
7.3.4	COR Silver Lake Flood Action Plan								80																				80	\$ 18,000			
7.3.5	30% Plan Set																									403			403	\$ 50,375			
7.3.6	30% Design Deviation Report											16												8					24	\$ 4,400			
7.3.7	30% Cost Estimate		30							2	8	24	24			2													90	\$ 15,600			
7.3.8	30% Constructability, ICE, Construction Schedule																												0	\$ -			
SUB	PCSG																												0	\$ -	\$ 9,570		
7.3.9	QA/QC																								50				50	\$ 12,500			
7.3.10	30% Submittal		16																							8			24	\$ 4,600			
	Task 7 Rate Escalation																													\$ 5,788			
<b>8.0</b>	<b>60% - Design</b>	0	218	23	4	8	0	0	80	17	143	549	546	15	0	41	80	0	15	0	0	0	0	0	60	359	0	24	2,182	\$ 348,969	\$ 49,870		
8.1	60% Design (July 2025 - January 2026)																																
	30% Review Comments																													0	\$ -		
1.2.2a	QRTly Project Management Team Meetings		30	3						3	3	3		3		3			3									12	63	\$ 11,595			
1.2.3a	Bi-Weekly Internal Design Coordination Mtg		12	12						12	12	12	12	12		12			12								12	132	\$ 22,380				
	Gen, Rdwy, Rmvs, ROW, Typ, Utility, Traffic Signals, Sign, Stripe, Details		100						80			510	510																1200	\$ 180,750			
	Drainage and Report										120																			120	\$ 21,000		
	Landscape & Aesthetics															24	80													104	\$ 17,400		
8.1.1	Lighting & Electrical																												0	\$ -			
SUB	PK Electrical																												0	\$ -	\$ 37,400		
8.1.2	60% Plan Set																									339			339	\$ 42,375			
8.1.3	60% Specifications		60	8	4	8																							80	\$ 17,040			
8.1.4	60% Cost Estimate									2	8	24	24			2													60	\$ 8,850			
8.1.5	60% ICE & Construction Schedule																												0	\$ -			
SUB	PCSG																												0	\$ -	\$ 12,470		
8.1.6	QA/QC																								60				60	\$ 15,000			
8.1.7	60% Submittal		16																							8			24	\$ 4,600			
	Task 8 Rate Escalation																													\$ 7,979			





Project Title		Sr. Project Manager	Project Manager	Enviro Lead	Env/NEPA Specialist III	Env/NEPA Specialist II	GIS Tech II	Sr. Proj Engineer	Project Engineer V	Project Engineer IV	Project Engineer III	Project Engineer II	Project Engineer I	Traffic Engineer III	Traffic Engineer II	Sr Landscape	L & A	Scan Data Extractor II	Office Survey Chief	Office Survey II	Field Survey Chief	Field Survey II	Field Survey I	Right of Way Eng II	QA/QC Manager	Proj Automation Lead	Admin / Proj Controls III	Admin / Project Controls I	Hours	Subtask Cost	Sub-Consultants	Total Costs			
RATE	2024 Rate	\$275.00	\$225.00	\$225.00	\$165.00	\$135.00	\$100.00	\$250.00	\$225.00	\$200.00	\$175.00	\$150.00	\$125.00	\$175.00	\$150.00	\$225.00	\$150.00	\$145.00	\$165.00	\$135.00	\$195.00	\$165.00	\$145.00	\$150.00	\$250.00	\$125.00	\$115.00	\$75.00							
	2025 Rate (2024 + 2%)	\$ 280.50	\$ 229.50	\$ 229.50	\$ 168.30	\$ 137.70	\$ 102.00	\$ 255.00	\$ 229.50	\$ 204.00	\$ 178.50	\$ 153.00	\$ 127.50	\$ 178.50	\$ 153.00	\$ 229.50	\$ 153.00	\$ 147.90	\$ 168.30	\$ 137.70	\$ 198.90	\$ 168.30	\$ 147.90	\$ 153.00	\$ 255.00	\$ 127.50	\$ 117.30	\$ 76.50							
	2026 Rate (2025 + 2%)	\$ 286.11	\$ 234.09	\$ 234.09	\$ 171.67	\$ 140.45	\$ 104.04	\$ 260.10	\$ 234.09	\$ 208.08	\$ 182.07	\$ 156.06	\$ 130.05	\$ 182.07	\$ 156.06	\$ 234.09	\$ 156.06	\$ 150.86	\$ 171.67	\$ 140.45	\$ 202.88	\$ 171.67	\$ 150.86	\$ 156.06	\$ 260.10	\$ 130.05	\$ 119.65	\$ 78.03							
	2027 Rate (2026 + 2%)	\$ 291.83	\$ 238.77	\$ 238.77	\$ 175.10	\$ 143.26	\$ 106.12	\$ 265.30	\$ 238.77	\$ 212.24	\$ 185.71	\$ 159.18	\$ 132.65	\$ 185.71	\$ 159.18	\$ 238.77	\$ 159.18	\$ 153.88	\$ 175.10	\$ 143.26	\$ 206.94	\$ 175.10	\$ 153.88	\$ 159.18	\$ 265.30	\$ 132.65	\$ 122.04	\$ 79.59							
	2028 Rate (2027 + 2%)	\$ 297.67	\$ 243.55	\$ 243.55	\$ 178.60	\$ 146.13	\$ 108.24	\$ 270.61	\$ 243.55	\$ 216.48	\$ 189.42	\$ 162.36	\$ 135.30	\$ 189.42	\$ 162.36	\$ 243.55	\$ 162.36	\$ 156.96	\$ 178.60	\$ 146.13	\$ 211.08	\$ 178.60	\$ 156.96	\$ 162.36	\$ 270.61	\$ 135.30	\$ 124.48	\$ 81.18							
13.0	Construction Staking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
	Construction Staking																		0		0	0	0									0	\$ -		
	Task 13 Rate Escalation																																\$ -		
15.0	Construction Services Contingency	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 50,000	\$ -	
	Construction Services Contingency As Approved By RTC																																		
	Hours Per Staff	50	2197	113	64	128	40	8	200	64	550	1661	1552	285	336	113	203	40	533	139	84	380	370	463	260	1426	300	409	11,968						
	Base Scope Direct Labor Costs	\$ 13,750	\$ 494,325	\$ 25,425	\$ 10,560	\$ 17,280	\$ 4,000	\$ 2,000	\$ 45,000	\$ 12,800	\$ 96,250	\$ 249,150	\$ 194,000	\$ 49,875	\$ 50,400	\$ 25,425	\$ 30,450	\$ 5,800	\$ 87,945	\$ 18,765	\$ 16,380	\$ 62,700	\$ 53,650	\$ 69,450	\$ 65,000	\$ 178,250	\$ 34,500	\$ 30,675	\$ 1,943,805	\$ 2,153,325	\$ 472,181				
	2025 Hrs For Rate Escalation	12	739	53	25	51	14	6	123	29	312	880	838	215	269	52	97	18	251	64	39	175	171	214	103	626	72	95							
	2025 Additional Direct Labor for Escalation	\$ 66	\$ 3,326	\$ 239	\$ 83	\$ 138	\$ 28	\$ 30	\$ 554	\$ 116	\$ 1,092	\$ 2,640	\$ 2,095	\$ 753	\$ 807	\$ 234	\$ 291	\$ 53	\$ 829	\$ 173	\$ 153	\$ 578	\$ 496	\$ 642	\$ 515	\$ 1,565	\$ 166	\$ 143	\$ 17,805						
	2026 Hrs For Rate Escalation	12	517	53	39	75	26		53	25	116	512	491	18	0	53	93	17	219	59	36	161	157	196	132	584	72	85							
	2026 Additional Direct Labor for Escalation	\$ 134	\$ 4,700	\$ 482	\$ 261	\$ 409	\$ 106	\$ -	\$ 482	\$ 202	\$ 821	\$ 3,103	\$ 2,480	\$ 128	\$ -	\$ 482	\$ 564	\$ 100	\$ 1,461	\$ 322	\$ 284	\$ 1,074	\$ 921	\$ 1,188	\$ 1,334	\$ 2,950	\$ 335	\$ 258	\$ 24,581						
	2027 Hrs For Rate Escalation	12	404							2	12	58	30												2	42	72	107							
	2027 Additional Direct Labor for Escalation	\$ 202	\$ 5,564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ 129	\$ 533	\$ 230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31	\$ 322	\$ 507	\$ 492	\$ 8,035						
	2028 Hrs For Rate Escalation	11	355							2	12	47	30												2	34	66	97							
	2028 Additional Direct Labor for Escalation	\$ 250	\$ 6,586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33	\$ 174	\$ 581	\$ 309	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42	\$ 351	\$ 626	\$ 600	\$ 9,552						
	Direct Expenses																																\$ 57,000		
	Misc. Exp.	\$ 16,000																																	
	Public Meeting Boards / Reproduction	\$ 6,000																																	
	R/W Title Reports (Assume 15 @ \$1,000)	\$ 15,000																																	
	Environmental Field Surveys / Expenses	\$ 7,000																																	
	Topo Survey & Cnstrctn Staking Travel Exp	\$ 10,000																																	
	Purchase Ortho Data	\$ 3,000																																	
<b>TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES /</b>																												\$ 2,210,325	\$ 472,181	\$ 2,682,506					

## **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) 332-9511.

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. CONSULTANT agrees that RTC shall have the right to review, with reasonable notice and subject to a nondisclosure agreement, the redacted Declarations Page of the insurance policies required herein and the endorsements or other sections of the policy document that affirm the coverages requirements detailed above. 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 \$50,000 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:** 10/18/2024

**Agenda Item:** 4.4.7

To: Regional Transportation Commission

From: Bryan Byrne, Project Manager

**SUBJECT: Arlington Avenue Bridges Project - Construction Management Agreement**

**RECOMMENDED ACTION**

Approve a contract with CA Group, Inc. for construction management services related to the Arlington Avenue Bridges Project, in an amount not-to-exceed \$2,898,475.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with CA Group, Inc. (CA Group), is for construction management services during construction of the Arlington Avenue Bridges Project in the amount of \$2,898,475. The PSA does included contingencies in the amount of \$200,000. The Arlington Bridge Project involves the replacement of two structurally deficient bridges over the Truckee River on Arlington Avenue in downtown Reno. The project aims to improve safety for pedestrians, bicyclists, transit riders, and drivers, while also preserving the hydraulic capacity of the Truckee River.

The design engineering consultant is Jacobs Engineering, Inc. (Jacobs). Jacobs, as Engineer of Record, is providing engineering support services during construction for the Project under a separate agreement with the RTC. The Project is a Construction Manager-at-Risk (CMAR) delivery method project. CA Group will provide construction management services specific to the CMAR delivery method. The tentative construction start is May 5, 2025 with an anticipated duration of 213 working days.

CA Group was selected as the highest-ranked firm out of the three (3) responsive proposals that the RTC received for Construction Management for the Arlington Avenue Bridges Project. The selection was made in response to the Request for Proposals (RFP) advertised on July 9, 2024. Negotiation of the scope, schedule and budget resulted in the not-to-exceed fee amount that is within the appropriated budget.

This item supports the FY2025 RTC Goal, "Begin Project Construction: Arlington Avenue Bridges".

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**FISCAL IMPACT**

Project appropriations are included in the FY 2025 Budget.

**PREVIOUS BOARD ACTION**

7/19/2024      Approved a Construction Manager-at-Risk (CMAR) contract with Granite Construction Company for the construction of the Arlington Avenue Bridges Project for a Guaranteed Maximum Price of \$32,340,102.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of October 18, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Professional Services for construction management in connection with the Arlington Avenue Bridges Project; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Construction Management Services (Tasks 1 to 4)	\$2,698,475
<u>Contingency (Task 5)</u>	<u>\$200,000</u>
Total Not-to-Exceed Amount	\$2,898,475

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

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.
- 3.5. CONSULTANT must have an acceptable cost accounting system and can only be reimbursed for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

#### ARTICLE 4 - INVOICING

- 4.1 CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com). RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2 RTC shall only reimburse CONSULTANT for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.
- 4.3 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.
- 4.4 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 6 – CONFLICTS OF INTEREST

- 5.1 CONSULTANT shall ensure that no employee, agent, subcontractor or other person performing services under this Agreement shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 5.2 CONSULTANT shall include a requirement in each subcontract CONSULTANT signs with a subcontractor that the subcontractor shall ensure that no employee, agent,

subcontractor or other person performing services under the subcontract shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.

- 5.3 CONSULTANT shall disclose any potential conflict of interest to RTC, who shall then disclose any potential conflict of interest as specified in 2 C.F.R. 200.112, 23 C.F.R. 1.33 and the requirements of 23 C.F.R. 172.5.

#### ARTICLE 7 - ACCESS TO INFORMATION AND PROPERTY

- 6.1 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.
- 6.2 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 8 - OWNERSHIP OF WORK

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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 9 - TERMINATION

### 8.1. MUTUAL ASSENT.

This Agreement may be terminated by mutual written agreement of the parties.

### 8.2. 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.

### 8.3. 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.

## ARTICLE 10 - RIGHTS, REMEDIES AND DISPUTES

### 9.1. RIGHTS.

A. RTC shall have the following rights in the event that RTC deems CONSULTANT guilty of a breach of any term of this Agreement:



1. The right to take over and complete the work or any part thereof as agency for and at the expense of CONSULTANT, either directly or through other contractors;
  2. The right to cancel this Agreement as to any or all of the work yet to be performed;
  3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
  4. The right to money damages.
- B. Inasmuch as CONSULTANT can be adequately compensated by money damages for any breach of this Agreement which may be committed by RTC, CONSULTANT expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Agreement entitling CONSULTANT to cancel or rescind the Agreement (unless RTC directs CONSULTANT to do so) or to suspend or abandon performance.

## 9.2. 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.

## 9.3. 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.

#### 9.4. 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.

#### 9.5. 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 11 - INSURANCE

10.1. 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.

10.2. 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 12 - HOLD HARMLESS

11.1. 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 13 - EQUAL EMPLOYMENT OPPORTUNITY

12.1. 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.

12.2. 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.

- 12.3. 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 14 – PROJECT MANAGERS

- 13.1. RTC's Project Manager is Bryan Byrne 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.
- 13.2. CONSULTANT' Project Manager is David Dodson 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 15 - NOTICE

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

RTC: Bill Thomas, AICP  
Executive Director  
Bryan Byrne, P.E.  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
(775) 335-1865

CONSULTANT: David Dodson  
Principal Engineer  
CA Group  
8630 Technology Way Ste C  
Reno, NV 89521  
(775) 283-8394

#### ARTICLE 16 - DELAYS IN PERFORMANCE

- 15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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 17 - GENERAL PROVISIONS

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. 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.

16.6. 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.

16.7. 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.

16.8. AMENDMENTS

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

16.9. 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.

16.10. 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.

16.11. 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.

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

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

ARTICLE 18 - FEDERAL FORMS AND CLAUSES

- 17.1. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.

- 17.2. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

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: \_\_\_\_\_  
David Dodson, P.E., Principal Engineer

## **Exhibit A**

### Scope of Services



## **EXHIBIT A-1**

### **SCOPE OF SERVICES**

## **INTRODUCTION**

The Regional Transportation Commission of Washoe County (RTC), in coordination with the City of Reno, the Nevada Department of Transportation (NDOT), and the Federal Highway Administration (FHWA), is currently in the final design phase of the Arlington Avenue Bridges Project (Project). The Project will replace two Arlington Avenue bridges that cross the Truckee River in the Riverwalk District of downtown Reno, Washoe County, Nevada. The Project is located on Arlington Avenue between Island Avenue and West First Street.

The Design Engineering Consultant is Jacobs Engineering, Inc. (Jacobs). Jacobs, as Engineer of Record, will provide engineering support services during construction of the Project under an Engineering During Construction agreement with the RTC.

The Project is a Construction Manager at Risk (CMAR) delivery method project. The Construction Management services included are specific to the CMAR delivery method.

The delivery method used for the Project is Construction Manager at Risk (CMAR). The tentative construction start is May 5, 2025, with an anticipated duration of 213 working days and a \$29M - \$32M construction cost estimate.

## **DEFINITIONS**

a. **RTC of Washoe Project Manager**: The RTC's Project Manager (PM) will represent the RTC Director of Engineering and the RTC's interests. The CONSULTANT Construction Project Manager shall report directly to the PM.

b. **Consultant**: The individual, firm or Corporation (including its sub-consultant(s)) contracting with the RTC to provide construction management, inspection, and materials testing services for the construction of Project No. 211003.

c. **Construction Project Manager (CPM)**: The Consultant's CPM is in responsible charge of services performed as described in this Scope of Services and is responsible to the PM for the quality of these services. The Consultant's CPM must be a Professional Engineer licensed in the State of Nevada. The CPM reviews and recommends interim and final payments from the contractor and all changes to the Contracts for all consultants and contractors. The CPM certifies that all the work is done in general conformance with the Construction Contract Documents and RTC standard practices. The CPM has authority to reject defective materials and to suspend any work that he judges to be improperly performed.

d. Consultant Inspector (CI): The Consultant's employees who perform inspection under the responsible charge of the Consultant's CPM.

e. Consultant Materials Tester (MT): The Consultant's employees who perform testing services under the responsible charge of the Consultant's CPM.

f. Contractor: The individual, firm or corporation contracting with the RTC to construct the Project.

g. Designer: The individual, firm or Corporation contracting with the RTC to design, and provide construction design support for the construction of the Project.

h. Construction Contract Documents: The written agreement between the RTC and the Contractor setting forth the obligations of the parties for the performance of the construction work as defined in said Contract Documents and the basis of payment.

i. Public Information Officer (PIO): manages and distributes information between an organization and the public, acting as a spokesperson, handling media relations, and ensuring timely, accurate communication during emergencies and daily operations.

## **PROJECT DESCRIPTION**

The Project is located in the Downtown area of Reno, Nevada. The Project will reconstruct the two existing bridges along Arlington Avenue that span the Truckee River.

In addition to the replacement of the bridges, improvements to transit, biking and walking facilities along Arlington Avenue, adjacent cross streets and intersections, and along the river will be included within this Project. The existing multiuse path under the south end of the north bridge will be reconstructed to provide adequate head clearance and realigned. The existing ADA-compliant river access ramp from Island Avenue west of Arlington Avenue will be widened and slightly realigned as it enters the river to accommodate City of Reno maintenance equipment, in addition to ADA-compliant access to the Whitewater Park. This will improve safety for pedestrians, bicyclists, transit riders, and drivers on Arlington Avenue in the area of Wingfield Park.

The existing north bridge is a three-span concrete tee beam superstructure, 122 feet long by 76 feet wide, with its largest span measuring 40 feet. This bridge will be replaced with a two-span bridge that is 125 feet long by 71 feet wide. Pedestrian overlooks on each side would be provided at the center pier. The single-pier concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast concrete box beam girders.

Lastly, the existing south bridge is a rigid frame structure with a clear span of 48 feet and a width of 60 feet. The south bridge will be replaced with a clear-span bridge that is 53 feet long by 71

feet wide. The design concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast voided slab girders.

## **PROJECT STANDARDS**

Contract Administration Service shall be performed in compliance with the Construction Contract Documents including the Contract – Form of Agreement, Special Provisions, Supplemental General Provisions, General Provisions of the Standard Specifications, Special Technical Specifications, Drawings, Geotechnical Report, Standard Specifications and Details.

All materials furnished and work performed for structure items including, but not limited to, (bridges, maintenance access ramp, retaining walls, and river diversions for bridge construction), as designated in the plans, shall be completed in accordance with the NDOT Silver Book as modified by NDOT Silver Book Special Provisions included in the Special Technical Specifications and in accordance with the NDOT Standard Plans, except as modified by the plans for the Arlington Avenue Bridges Project.

All materials furnished and work performed for all other, non-structure items, shall be done in accordance with the Standard Specifications for Public Works Construction, 2012 Edition, Revision No. 8 including addenda through October 19, 2018, except as modified within the Special Technical Specifications for Arlington Avenue Bridges Project (hereinafter designated; and in accordance with the City of Reno Standard Details for Public Works Construction, City of Sparks Construction Standard Details, Washoe County Standard Details, Nevada Department of Transportation Standard Plans for Road and Bridge Construction, including updates through February 22, 2023, except as modified by the drawings for Arlington Avenue Bridges Project.

In the event of conflicts or inconsistencies between separate provisions of the Construction Contract Documents, such conflicts shall be immediately brought to the attention of the RTC. The RTC shall resolve such conflicts or inconsistencies by applying the following in decreasing order of precedence:

### Contractual Matters

1. Contract – Form of Agreement
2. Special Provisions
3. Supplemental General Provisions
4. General Provisions of the Standard Specifications

### Technical Matters

1. Special Technical Specifications
2. Drawings
3. Geotechnical Report
4. Standard Specifications and Details

Conflicting or inconsistent provisions shall be void only to the extent of such conflict or inconsistency.

## PRELIMINARY WORK SCHEDULE AND DURATION

Notice to proceed for these Consultant construction services is anticipated by November 1, 2024, and shall proceed until December 31, 2026. Anticipated construction working days are 213 working days (based on the Contractor's accepted baseline CPM schedule in their fully executed contract with the RTC). The Contractor's planned working days do not include Consultant preconstruction and closeout activities described herein.

The Contractor contract award has been completed, with Procurement Notice to Proceed (NTP) issued on September 17, 2024, and Construction NTP anticipated May 5, 2025. Consultant contract duration may be adjusted based upon the award of the contract and the completion of the work by the contractor. Work will require day and night work, and weekend work.

The Contractor's accepted baseline CPM schedule and hours include:

Start Date	End Day	Workweek	Hours	Working Days
05-May-25	30-June-25	5 Day	7 am to 7 pm	41
01-July-25	30-October-25	6 Day	7 am to 7 pm	103
31-October-25	16-December-25	5 Day	7 am to 7 pm	34
17-December-25	16-March-26	Winter Shut Down		
17-March-25	05-May-26	5 Day	7 am to 7 pm	35

If the Contractor submits a written request to work in excess of the standard work week, and if the request is subsequently approved in writing by the RTC Project Manager and the City of Reno, the Contractor may then work in excess of the standard work week; however, the Contractor shall be responsible for inspection and testing expenses incurred by the Agency which (A) result from Contractor activity in excess of the standard work week, and (B) exceeds the projected inspection and/or testing budget for this project.

The Contractor shall also be responsible for any inspection or testing expenses associated with retesting unacceptable work or materials.

In some cases, the Contractor may elect to perform work on days which have been classified, due to weather limitations or other constraints, as "non-working" days. In the event the Contractor performs work on these days which requires inspection and/or testing, and the above stated budget is exceeded because of the Contractor's activities, the Contractor shall be responsible for any associated expenses incurred by the Agency.

In some cases, it may be beneficial for the Contractor to make-up lost time and avoid liquidated damages by working extra days (i.e. more than five (5) or six (6) days per week, depending on the month). In the event the Contractor wishes to work more than the standard work week but does not wish to have the extra days worked count as "working days", the Contractor may request, in writing, that the extra days worked remain classified as "non-working days". The

RTC may accommodate this request if the Contractor fully reimburses the RTC for inspection and/or testing expenses incurred during the extra day worked.

In some cases, it may be required for the Contractor to make-up lost time caused by an excusable delay by working extra days (i.e. more than five (5) or six (6) days per week, depending on the month). In the event the Contractor wishes to work more than the standard work week, to make up time on critical path work caused by an excusable delay, the Contractor shall request, in writing, the extra time(s) required to get back on critical path schedule. The RTC may accommodate this request and the RTC will be responsible for inspection and/or testing expenses incurred during the extra time(s) worked.

The Consultant may be required to work additional days beyond those outlined in the Contractor's accepted baseline CPM schedule. The Consultant's working hours are assumed in the Consultant Contract Fee Summary & Schedule.

## **LABOR, MATERIALS, VEHICLES, AND EQUIPMENT**

The Consultant shall furnish each worker with a suitable vehicle registered in the State of Nevada equipped with a flashing amber beacon to be reimbursed as stated in Consultant Contract Fee Summary & Schedule. The Consultant shall furnish personnel as appropriate to specific responsibilities:

- Each with a cellular phone and internet E-mail address
- Each with miscellaneous equipment (calculator, office supplies, safety equipment, etc.) required to perform the work (ANSI Certified Work Boots, Certified Hardhat, Safety Glasses and Approved Safety Vest), a 25' and 100' tape measure that reads to 0.01 feet, a walking wheel to measure in feet, a string line and 4' carpenter's level
- Adequate office supplies to perform the work
- Consultant will furnish all materials, tools, and equipment necessary to complete the work required; Materials testing equipment shall include but may necessarily be limited to: Nuclear Asphalt Content Gauge, Nuclear Moisture Density Gauge, Concrete air meter, slump cone, and other concrete testing equipment, Sieves for aggregates and soil gradations, Electronic scales, Asphalt & A/C sample containers [CP-41 section 4.2) of the 2008 field materials manual describes the required safe containers], small tools, Proctor equipment for soil curves and one point tests, Atterberg, Rice value, and Sand Equivalent equipment, Sample drying equipment, Concrete cylinder molds which meet AASHTO requirements except that paper molds shall not be used, and plastic molds shall not be reused, Miscellaneous equipment for performing the required soils, asphalt and concrete tests, Sample bags for embankment and ABC

Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of the RTC PM. The Consultant shall assign personnel for the duration of the Contract unless otherwise approved by the RTC PM. Employees required to operate vehicles must possess and maintain a valid State of Nevada driver's license. The inspectors and testers permanently

assigned to the project shall be competent in road and bridge construction and be thoroughly familiar with RTC and NDOT specifications, manuals, forms and documentation requirements.

The assigned Consultant personnel include the following key personnel:

- Construction Project Manager/Resident Engineer – Pete Booth, PE
- Assistant Resident Engineer – Ryan Condol, PE
- Public Information Officer – McKenna Temen/Lauren Ball
- Office Engineer – Laurie Currie
- Bridge Inspector – Rob Welsh
- General Inspector – Roger Evans
- Lead Materials Tester – Jason Sanchez

## **1. CONTRACT ADMINISTRATION**

The Consultant shall assist the RTC by providing the following construction contract administration and inspection services.

### **1.1. Contract Administration**

#### **1.1.1. Construction Contract Documents, Permit Terms and Conditions**

The RTC has provided Consultant the Construction Contract Documents. Upon NTP, the Consultant will review the Construction Contract Documents, and when made available, all terms and conditions of permits to be obtained by the RTC including Nevada Division of State Lands (NDSL) easements, United States Army Corps of Engineers (USACE) Section 408, and USACE Section 404 and Nevada Division of Environmental Protection (NDEP) Section 401 Water Quality Certification. It is understood that the contractor shall not begin work until these permits are obtained by the RTC.

The Contractor will be responsible for obtaining all necessary permits not obtained by the RTC, including any renewal fees prior to commencement of work. Anticipated permits include Storm Water Pollution Prevention Plan Compliance Phase II, Dust Control, Encroachment, Grading, Sill Prevention, Federally Listed Species, City of Reno 100-Year Flood, and Nevada Department of Wildlife (NDOW) Scientific Collection/Possession/Education. The Contractor will also be responsible for compliance with all applicable City, County, State and Federal laws, regulations, and codes, and to pay any fines due to non-compliance throughout the construction period.

#### **1.1.2. Pre-Construction Conference**

Consultant shall prepare pre-construction conference agenda, distribute invitations, and assist the RTC in facilitation. Invitees shall include, but are not limited to, the RTC, City of Reno, Contractor, Designer, utility companies, appropriate businesses and other project stakeholders, and emergency services representation. At this conference the project schedule, responsibilities of each party, and lines of communication will be outlined. The Consultant shall prepare the pre-

construction conference minutes and submit a draft to the RTC for final review and approval, prior to the Consultant distributing minutes to all attendees.

### **1.1.3. Construction Management Services**

Construction Management services including inspection, quality assurance testing and reporting, measurement, computation and documentation of quantities, reporting and record keeping, and other tasks as required by the RTC PM will be completed on a time and materials basis as reflected in the Consultant Contract Fee Summary. The project filing system shall be based on NDOT's latest edition of the Documentation Manual and shall become part of the construction project records. This shall include but not be limited to NDOT's latest edition of the Documentation Manual, Construction Manual, and Testing Manual.

### **1.1.4. Weekly Progress Meetings**

Consultant shall prepare weekly construction progress meeting agendas, distribute invitations, and facilitate the meeting. Invitees shall include, but are not limited to the Consultant, RTC, Contractor, Designer, PIO, and any other necessary parties as directed by the RTC PM. The Consultant shall prepare the meeting minutes and submit to the RTC.

### **1.1.5. Document Control**

Consultant shall establish a web-based project document control site for joint use document and file storage, transfer and transmittal. The site shall be established and hosted with password protected accessibility established for RTC, Consultant, Contractor, Designer, and the City of Reno. Consultant shall be the project administrator of the site.

### **1.1.6. RTC Representation**

During construction, Consultant shall consult with and advise the RTC and as directed, act as the RTC's representative. As directed, the Consultant shall have authority to act on behalf of the RTC to the extent provided in the Construction Contract Documents, except as otherwise directed in writing by the RTC PM and as established in the Pre-Construction Conference. While acting on the RTC's behalf, the Consultant shall identify various options, consider the issues with each option and make the decision based on what is in the RTC's best interests. Consultant shall notify the RTC PM of any unanticipated, unplanned, or extra work prior to making final approval if no emergency is present, or shall notify the RTC PM at the earliest moment possible if the unanticipated, unplanned, or extra work is required by an emergency situation.

### **1.1.7. Contractor Oversight and Corrective Action**

The Consultant shall be on site to appropriately monitor the Contractor's daily work for compliance with the Construction Contract Documents and advise the Contractor and the RTC PM of the need for corrective action. The Consultant shall keep the RTC PM informed daily of work progression and provide timely notice regarding deficiencies and issues of noncompliance.

The Consultant shall be responsible for verifying that all construction meets the requirements of the Construction Contract Documents.

#### **1.1.8. Additional Work Prior Notification**

The Consultant may be required to work weekends and extended hours outside of the hours assumed in the Consultant Contract Fee Summary and Schedule depending on the construction schedule. The RTC PM will require the Contractor to provide notification of its intent to work outside the Contractor's approved baseline CPM schedule no later than noon on Thursday and preferably earlier in the week to provide the consultant adequate time to provide staffing.

#### **1.1.9. Instructions and Recommendations**

The Consultant shall be given direction to issue instructions directly to the Contractor on behalf of the RTC PM. The Consultant may, as the RTC's representative, require special inspection or testing of the work. As directed by the RTC PM, the Consultant will be required to make recommendations or decisions, where warranted, on all claims of the RTC and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto. Construction claims support beyond the end of construction contract time is not included.

#### **1.1.10. Risk Register and Change Orders**

When authorized, the Consultant shall prepare Change Orders and authorized use of the project Risk Register for the review and approval by the RTC in accordance RTC policies and procedures. Attached to the Change Order and/or authorized use of the Risk Register will be a letter from the Consultant containing a complete description of the change, justification of the change and a formal recommendation for approval of the change by the RTC with documentation provided by the Contractor. Prior to initiating a Change Order, the Consultant shall investigate other alternatives and involve the RTC PM in the decision-making process.

#### **1.1.11. Progress Payments**

Based on the Consultant's independent field measurements and on-site observations of the work the Consultant shall review the contractor's monthly progress payment application and supporting data, in order to determine/confirm the amount owed to the Contractor and approve in writing of the concurrence of progress payment submitted by the contractor(s) in such amounts; such approval of progress payment shall constitute a representation to the RTC, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, that the quantity and quality of the work is in accordance with the Construction Contract Documents. Consultant shall track and document compliance with FHWA requirements including material certifications, DBE, Buy America, and Buy America Build America. Consultant shall complete their detailed review of the progress payment requests and forward them to the RTC PM within 15 calendar days.



#### **1.1.12. Written Directions**

Consultant shall prepare written directions to the Contractor, as directed in writing by the RTC PM; all such documents shall be reviewed and approved by the RTC PM prior to issuance.

#### **1.1.13. RFI and Submittal Review**

The Consultant shall review and prepare written responses to Requests for Information (RFIs) from the Contractor to resolve conflicts, provide clarification or interpretations of the plans or specifications prepared by the Designer.

The Consultant shall review for acceptance items submitted by the Contractor including samples, catalog data, schedules, shop drawings, laboratory shop and mill tests, materials, and other data. This review is for the benefit of the RTC and it covers only general conformance with the information given in the Construction Contract Documents. The Consultant's review of such does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessity to construct a complete and workable facility in accordance with the Construction Contract Documents. Consultant shall coordinate the handling of submittals for distribution to the appropriate review party, track review progress and return to the Contractor. The Consultant shall not review shop drawings for design intent. The Designer is assumed to have this responsibility. The Consultant's review shall be done in a manner which takes all necessary factors into consideration and the decision made shall be done in the RTC's best interests.

The Consultant shall maintain a document control log of all project RFIs and submittals indicating status, and then organize and maintain such files for the project duration.

#### **1.1.14. Progress Review**

The Consultant shall advise the RTC PM regarding the Contractor's work conformance with the requirements of the Construction Contract Documents, acceptability of the Contractor's project schedule, and evaluate if the Contractor is progressing according to schedule. The Consultant shall maintain a record of the Contractor's revisions/updates to the project schedule and inform the RTC PM on a weekly basis of any concerns with the schedule.

#### **1.1.15. Work Acceptance and Project Walkthrough**

Upon notice of substantial completion by the Contractor, the Consultant shall assist the RTC in conducting a formal inspection (walkthrough) with representatives of the Contractor to determine remaining work for final acceptance per the Construction Contract Documents. Consultant shall prepare a repair list (punch-list) for the RTC PM's review and approval prior to issuing to the Contractor.

#### **1.1.16. As-Constructed Plans**

The Consultant representative(s) shall verify that all field revisions (as-built modifications) have been properly documented by the Contractor in a timely manner throughout the construction duration. The Consultant shall provide markups of the revisions and transmit the information via the document control site to the Designer for their preparation of As-Constructed Plans.

### **1.1.17. Photograph Log**

The Consultant shall keep a detailed photograph log of construction progress. A notebook containing the entire photograph log and all of the daily reports shall be kept current during the project and, upon request, made available for review by the RTC. A complete log shall be submitted to the RTC PM with other project documentation at the end of the project.

## **1.2. Inspection**

The Consultant will provide inspection of all major items of work as they progress daily, which will include daily inspection, and preparation of weekly inspection reports that will prioritize findings and clearly delineate between recommendations and compliance deficiencies related to the Construction Contract Documents. The consultant will provide two (2) full-time inspectors during construction activities.

Inspectors will:

- Attend the Pre-Construction Conference
- Attend the weekly meetings as appropriate or as needed
- Monitor the work performed by the contractor and verify that the work is in accordance with the Construction Contract Documents
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public, and others
- Prepare daily inspection reports submitted weekly to the RTC
- Provide quantity reports to assist in Contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the Contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate Contractor record drawing mark-ups
- Provide weekly inspection of the project construction site for conformance with the contractors Storm Water Pollution Prevention Plan (SWPPP) and additional environmental and permit conditions imposed on the project by local and federal agencies

The Consultant will provide additional inspection during construction of the in-river white water feature anticipated to occur between July and September 2025 for a total of 48 working days.

The Consultant will provide additional environmental inspection and water quality testing as needed to meet environmental permit requirements which may be established during prosecution of the project. This includes any environmental reports necessary at the conclusion of the project

or to finalize permits. Perform occasional site visits as needed during the duration of the construction work.

The Consultant will provide on-site inspection of bridge girder construction of the pre-cast girders according to ASTM C150, C494, A416, AASHTO LRFD Design Specifications, Caltrans, NDOT, and PCI certification standards and requirements.

### **1.3. Materials Testing**

#### **1.3.1. Materials Testing**

Material Testing shall be performed in accordance with the Project Standards and other special inspection services shall include, but shall not be limited to, the following:

The Consultant shall sample, test, and document all materials incorporated into the project. This includes materials delivered to the project that are listed in the Detailed Cost of the Work or referred to in the Construction Contract Documents. The Consultant shall also provide any other materials testing services as requested by the RTC PM. Materials to be tested will include asphalt concrete, aggregate base, native subgrade material, structural fill material, structural concrete and Portland Cement Concrete. Test reports, accompanied with Consultant's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC PM.

#### **1.3.2. Documentation**

Each Materials Tester shall maintain a daily diary for each day work is performed on the project. The contents of the diary shall be brief and accurate statements of progress and conditions encountered during the prosecution of the work. Editorial comments are not to be incorporated in the diaries or on any written correspondence applicable to the project. A copy of the daily diary shall be given to the RTC PM and CPM within one working day of its date.

### **1.4. Construction Surveying**

Provided by others.

## **2. PUBLIC OUTREACH**

### **2.1. Public Outreach**

Consultant will provide local public outreach services as needed:

- Project Meetings - Attend weekly project, pre-activity, and as needed meetings to provide input
- Outreach - Respond to public inquiries, presentation support, draft press releases, social media content, meetings with stakeholders and maintaining a stakeholder database including the research, field, and direct communication for contact information

- Construction Communications - Creating construction notices, graphics, flyers and/or fact sheets, providing information and materials for website updates, printing and distributing materials as-needed
- Site Visits - Photo and video documentation of construction progress through regular site visits, uploading and providing shareable link to view/download media
- Opening Ceremony - Planning and logistics for a ribbon cutting ceremony

### **3. ENGINEERING SERVICES DURING CONSTRUCTION (EDC)**

#### **3.1. Record Information**

Provided by others.

### **4. RECORD INFORMATION**

#### **4.1. Record Information**

Provided by others.

### **5. CONSTRUCTION CONTINGENCY**

#### **5.1. Construction Contingency**

Consultant will provide periodic budget review of Construction Services as the project progresses and this is contingency for miscellaneous increases within the scope of this contract.

If Consultant determines that it is necessary to perform work outside of the scope not covered in Task 1 and Task 2, 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

**Arlington Avenue Bridges Replacement Project - Construction Management Fee Summary**

				2024 Season		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	
				Contractor Working Days												3	3	
				Consultant Working Days														
				Loaded Rate														
Position	By	Hr. / Wk.	Regular	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT
Principal Engineer, PE	CAG	1	\$ 295															
Resident Engineer, PE	CAG	20 - 45	\$ 240	\$ 240														
Asst. Res. Engr. PE (IT)	CAG	4	\$ 215															
Office Manager	CAG	30	\$ 140															
General Inspector	CAG	40 - 60	\$ 150	\$ 185														
Bridge Inspector	CAG	40 - 60	\$ 150	\$ 185														
Material Testing	CME																	
PIO	MJT																	
Kayak Park	REP																	
Regular Time Labor (2024)					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Over Time Labor (2024)					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

				2025 Season		Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	
				Contractor Working Days		4	4	4	23	19	21	26	26	25	26	18	13	
				Consultant Working Days						21	21	26	26	25	26	18	13	
				Loaded Rate														
Position	By	Hr. / Wk.	Regular	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT
Principal Engineer, PE	CAG	1	\$ 295		4		4		4		4		4		4		4	
Resident Engineer, PE	CAG	20 - 45	\$ 245	\$ 245	32		32		184		168	38	168	42	176	84	168	92
Asst. Res. Engr. PE, (IT)	CAG	4 - 8	\$ 220		8		8		16		16		16		16		16	
Office Manager	CAG	30	\$ 145		24		24		120		120		120		120		120	
General Inspector	CAG	40 - 60	\$ 155	\$ 190				40		168	38	168	42	176	84	168	92	168
Bridge Inspector	CAG	40 - 60	\$ 155	\$ 190							40		176	84	168	92	168	82
Material Testing	CME		\$ 312,100															
PIO	MJT		\$ 27,750															
Kayak Park	REP		\$ 98,850															
Regular Time Labor (2025)					\$ 14,260	\$ 14,260	\$ 14,260	\$ 73,380	\$ 89,300	\$ 95,500	\$ 119,780	\$ 115,340	\$ 115,340	\$ 119,780	\$ 109,460	\$ 102,020		
Over Time Labor (2025)					\$ -	\$ -	\$ -	\$ -	\$ 16,530	\$ 18,270	\$ 52,500	\$ 57,500	\$ 51,250	\$ 52,500	\$ 26,250	\$ 16,250		

				2026 Season		Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
				Contractor Working Days		10	10	10	23	2	0	0	0	0	0	0	0
				Consultant Working Days						21	22	10	5	2	1		
				Loaded Rate													
Position	By	Hr. / Wk.	Regular	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	
Principal Engineer, PE	CAG	1	\$ 295		4		4		4		4		4		4		
Resident Engineer, PE	CAG	20 - 40	\$ 250	\$ 250	80		80		176	46	176		80	40	16		
Asst. Res. Engr., PE (IT)	CAG	8	\$ 225		4		8		16		8		2		2		
Office Manager	CAG	30	\$ 150		60		60		120		120		80		40		
General Inspector	CAG	40 - 50	\$ 160	\$ 195				120	24	184	46	56	4				
Bridge Inspector	CAG	40 - 50	\$ 160	\$ 195													
Material Testing	CME		\$ 491,785														
PIO	MJT		\$ 9,250														
Kayak Park	REP																
Regular Time Labor (2026)					\$ 31,080	\$ 31,980	\$ 71,980	\$ 94,420	\$ 71,940	\$ 64,080	\$ 33,630	\$ 17,630	\$ 7,580	\$ 2,000	\$ -	\$ -	
Over Time Labor (2026)					\$ -	\$ -	\$ 10,680	\$ 20,470	\$ 1,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Vehicles (fuel, maintenance, insurance)  
 Cell phones (phones, cell service)  
 Office tools (printer, laptops, iPads, air cards)  
 Testing supplies (cylinders, sample cans/bags)  
 2 Nuke gauges (thin lift, moisture/density)

Included  
 Included  
 Included  
 Included  
 Included  
 Included

NTP Begin Construction 5/5/25  
 Standard Construction 5/5/25 - 5/25/26 (5-10s)  
 In-River Work Begins 7/1/25 (6-10s)  
 In-River Work Ends 10/30/25 (6-10s)  
 Build Girders off-site (2-4 Months)  
 Set Girders Begin 8/30/25  
 Set Girders Finish 10/25/25

CA Group Labor Breakdown Per Person			
	Total Hours	Regular Labor	OT Labor
Principal	92	\$ 27,140	\$ -
Resident Engineer	3148	\$ 637,560	\$ 138,550
Assistant Resident Engineer	244	\$ 53,820	\$ -
Office Manager	1936	\$ 284,160	\$ -
Inspector General	2300	\$ 270,880	\$ 107,530
Inspector Bridge	1450	\$ 161,200	\$ 77,900
<b>TOTAL</b>	<b>9170</b>	<b>\$ 1,434,760</b>	<b>\$ 323,980</b>

BASIC SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost:	\$1,758,740
Optional Services	\$0
Subconsultants:	\$939,735
Direct Expenses:	\$0
Contingency	\$200,000
<b>Total Estimated Services:</b>	<b>\$2,898,475</b>

CONTRACT SUMMARY BY TASK	
Task 1.1 - Contract Administration	\$1,141,230
Task 1.2 - Inspection	\$716,360
Task 1.3 - Materials Testing	\$803,885
Task 2.1 - Public Outreach	\$37,000
Task 5.1 - Contingency	\$200,000
<b>Total Estimated Services:</b>	<b>\$2,898,475</b>

## **Exhibit C**

### Indemnification and Insurance Requirements

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE AGREEMENTS**

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

CONSULTANT agrees to defend, save and hold harmless and fully indemnify RTC, Washoe County, 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 attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any breach of duty, neglect, error, misstatement, misleading statement or omission committed in the conduct of CONSULTANT'S profession, work or services rendered by (i) CONSULTANT, its employees, agents, officers, or directors, (ii) subconsultants (hereafter, "Subs"), or (iii) anyone else for which CONSULTANT may be legally responsible; and
- B. The negligent acts of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONSULTANT.

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

If the Indemnitees are involved in defending actions, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

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

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



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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

### **5. NOTICE OF CANCELLATION**

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

### **6. SUBCONSULTANTS & SUBCONTRACTORS**

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, 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 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:** 10/18/2024

**Agenda Item:** 4.4.8

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

**SUBJECT: 2025 Pavement Condition Data Collection Project**

**RECOMMENDED ACTION**

Approve a contract with Nichols Consulting Engineers, CHTD, for the 2025 Pavement Condition Data Collection Project, in an amount not-to-exceed \$221,583.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD, (NCE) is for professional engineering services related to the 2025 Pavement Condition Data Collection Project, in an amount not-to-exceed \$221,583. NCE will collect semi-automated survey pavement condition data and perform related duties on all of the regional pavement preservation road network pavement sections within the three agencies (City of Reno, City of Sparks, and Washoe County) for 2025. This includes complete inspection of the approximate 450 lane miles by semi-automated surveying with manual field checks of selected roads to be collected and entered into the agencies' MicroPaver database and the RTC StreetSaver database. Once data has been entered into the listed databases, NCE will also work with RTC to finalize a budget analysis report.

Work is expected to begin in the spring of 2025 and it is anticipated to take six months to collect the data.

**FISCAL IMPACT**

Fuel tax appropriations for this Project are included in the FY 2025 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.

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**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 Nichols Consulting Engineers, CHTD (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected NCE from the Civil Engineering Design and Construction Management shortlist to perform Pavement Condition Data Services in connection with the RTC Pavement Preservation and Pavement Management program.

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 02/28/2026, 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 in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

## 2.7. ERRORS AND OMISSIONS

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

## ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied by 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 more than the following not-to-exceed amounts:



Design	\$205,735
Contingency	\$15,848

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Total Not-to-Exceed Amount \$221,583

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

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

## ARTICLE 6 - OWNERSHIP OF WORK

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Kevin Senn, P.E.  
Principal  
Becca Regalado  
Project Manager  
Nichols Consulting Engineers, Chtd.  
300 E. 2<sup>nd</sup> Street, Suite 1210  
Reno, Nevada 89501  
(775) 329-4955

## ARTICLE 14 - DELAYS IN PERFORMANCE

### 14.1. TIME IS OF THE ESSENCE

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

### 14.2. UNAVOIDABLE DELAYS

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

### 14.3. NOTIFICATION OF DELAYS

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

### 14.4. REQUEST FOR EXTENSION

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

## ARTICLE 15 - GENERAL PROVISIONS

### 15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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



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

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

NICHOLS CONSULTING ENGINEERS, CHTD

By: \_\_\_\_\_  
Kevin Senn, P.E. Principal

**Exhibit A**

Scope of Services



September 16, 2024  
CD173.25.2404

Scott Gibson  
Regional Transportation Commission  
1105 Terminal Way, Suite 108  
Reno, NV 89502

**RE: 2025 Semi-Automated Pavement Condition Data Services**

Dear Mr. Gibson:

On behalf of NCE, I am pleased to submit this proposal to perform semi-automated pavement condition survey data collection and related duties for pavements within the City of Reno, City of Sparks and Washoe County. Pursuant to our discussions, we have developed the following scope and cost proposal.

**Project Understanding:**

The Regional Transportation Commission (RTC) is requesting NCE collect semi-automated survey pavement condition data and perform related duties on all of the Regional Pavement Preservation Road Network (RPPRN) pavement sections within the three agencies (City of Reno, City of Sparks and Washoe County) for 2025. This includes complete inspection of the approximate 450 lane miles by semi-automated surveying with manual field checks of RPPRN roads to be collected and entered into the existing agencies MicroPaver database and the RTC StreetSaver database. Once data has been entered into the listed databases NCE will also work with RTC to finalize a budget analysis report.

**Work Plan:**

The following five (5) tasks are envisioned in the conduct of this project:

**Task A – Coordination:**

I will serve as the Project Manager for this project and will coordinate with RTC on all aspects of the project including the scope of work, schedule, progress updates, budgeting, and project deliverables.

**Task B - Pavement Condition Survey/Data Import/Quality Control:**

NCE staff and subcontractor Märker Geospatial will complete semi-automated inspections of the 450 lane miles of RPPRN roads which will be at 100% for all sections curb to curb pavement area (not only travel lanes). The data will be imported into each agency's Micropaver database and will also be imported into the RTC StreetSaver database. NCE will coordinate with each agency to populate their master database with the pavement condition data collected for this project. NCE understands there could be changes made to the current network that may impact the total number of lane miles as well as some of the roads to be monitored. For estimating purposes, we are using the number of lane miles to be monitored and imported that we used during our last data collection contract in 2022. Changes that occur to the RPPRN will have some trickle-down impacts in managing the RTC database as well as the City and County databases.

300 E. 2nd Street, Suite 1210  
Reno, NV 89501  
(775) 329-4955

Quality assurance/quality control checks are critical on a project such as this. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a quality acceptance/quality control (QA/QC) component into all projects. For this project, we have proposed the inclusion of a QA/QC Manager. They will have the following project responsibilities:

- Calibration of all data collection activities.
- Review of field activities, including spot checks on the field crews and the control sections.
- Cross checks on 5 percent of the sections.
- Reviewing field procedures and making changes as needed.
- Comparing the field data collected with on-site conditions.
- Review of data import functions.
- Review of historical PCI values compared to PCI calculated from condition surveys collected for this project.

Images collected will be used in QA. NCE will conduct field QC when data processing is completed.

### **Task C – Maintenance and Rehabilitation Strategy and Decision Tree Review**

In this task, NCE will review maintenance and rehabilitation (M&R) strategies and the current decision tree in StreetSaver with RTC staff to ensure the treatments and unit costs in the RTC decision tree are accurate.

Refining the M&R Decision Trees is a critical step in any PMS implementation as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. Therefore, we consistently emphasize completion of this step and ensuring the information is updated appropriately.

### **Task D – Budget Analysis Report**

NCE will prepare an outward facing executive level report for the RTC as discussed in our meeting on 8/29. This report will summarize objectives, benefits of using StreetSaver, overall condition of the RPPRN, the maintenance & rehabilitation (M&R) strategies used by the RTC, the current M&R decision tree, and the results of budgetary analyses/funding scenarios as established in conjunction with RTC.

Multiple funding scenarios will be performed to answer "what-if " questions (the real "meat" of any PMS). Funding scenarios will be run by RTC with support from NCE.

NCE will provide a draft report, will address (2) rounds of comments, and will deliver a final report. Specifically, the final report will contain:

- Executive Summary
- Objectives
- Inventory reports for the entire RPPRN database
- Projected Condition Index (PCI) report
- Maintenance and rehabilitation decision trees
- Budget scenarios and analysis reports as requested above

- Projected PCI and Cost Summary for (Preventive, Corrective & Rehab/ Reconstruction)

### **Task E – Updating StreetSaver**

NCE will work with RTC and the agencies to update the M&R data in StreetSaver as needed based on work history performed throughout the year. Based on the outcome of the updated RPPRN, NCE will work with RTC to make necessary updates to StreetSaver.

### **Contingency (Optional)**

Given the uncertainty of the RPPRN updates we have included a contingency in the work plan. NCE will get permission from RTC before expending contingency funds.

### **Project Schedule:**

NCE will work with the RTC on the schedule for this project. NCE expects work to begin in spring of 2025. It is anticipated Tasks B and C will be completed within 6 months once data collection begins. NCE will work with RTC on the schedule for Tasks D-E.


### **Compensation:**


NCE proposes to provide our services on a time and materials basis in accordance with our Standard Schedule of Charges, included as Attachment 1. The complete inspection of the 450 lane miles for year 2025, importing and QC, updating the RTC decision tree (as needed), the budget analysis report and the optional updating M&R data task NCE estimates will not exceed a total of **\$221,583** for this project. Details of our fee estimate can be found in Attachment 2. The cost proposal submitted is based on the current 450 lane miles network, but this could change based on the RPPRN updates that are occurring. Depending on the outcome of the finalized lane miles RPPRN, an amendment could be submitted.

We appreciate the opportunity to submit this proposal and look forward to continuing to work with the Washoe County RTC. If you have any questions about this proposal or would like additional information, please feel free to call me or Greg.

Sincerely,

**NCE**

  
Becca Regalado  
Senior Database Manager

  
Greg Belancio  
Associate Engineer

**Exhibit B**

Compensation



SCHEDULE OF CHARGES 2024

PROFESSIONAL SERVICES

Principal .....	\$335/hour
Associate.....	\$265/hour
Senior II .....	\$225/hour
Senior I .....	\$215/hour
Project II.....	\$205/hour
Project I.....	\$190/hour
Staff II .....	\$180/hour
Staff I .....	\$165/hour

TECHNICAL SERVICES

Senior Construction Manager* .....	\$170/(\$195-PW)/hour
Construction Inspector* .....	\$150/(\$175-PW)/hour
Senior Designer.....	\$180/hour
CADD Designer.....	\$160/hour
CADD/GIS Technician.....	\$135/hour
Senior Field Scientist.....	\$145/hour
Field Scientist.....	\$125/hour
Senior Technician*.....	\$150/(\$175-PW)/hour
Field/Engineering Technician* .....	\$125/(\$150-PW)hour
Project Administrator .....	\$130/hour
Technical Editor .....	\$115/hour
Clerical .....	\$115/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist.....	\$415/hour
Court Appearances & Depositions.....	\$575/hour

EQUIPMENT

Plotter Usage .....	(separate fee schedule)
Truck .....	\$125/day
Automobile .....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing .....	\$4,500/Day
Coring .....	\$5,500/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. .... at cost

COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing and copying .. project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

\*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

## **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) 332-9511.

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

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

## 9. OTHER CONDITIONS

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

## 10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

### **13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item: 4.5.1**

To: Regional Transportation Commission

From: Jamie Borino, Security/Safety Administrator

**SUBJECT: RTC Safety Management System Plan Update**

**RECOMMENDED ACTION**

Approve an update to the RTC Safety Management System Plan (Safety Management Plan) as required by 49 C.F.R. Part 673 and Federal Transit Administration (FTA) General Directive 24-1.

**BACKGROUND AND DISCUSSION**

FTA regulation (49 C.F.R. Part 673) requires all transit agencies to develop and implement a Safety Management System Plan (SMSP). The SMSP contains a Safety Management Policy, descriptions of Safety Risk Management, Safety Assurance, and Safety Promotion. In addition, the RTC designates an Accountable Executive (Director of Public Transportation) who has ultimate responsibility for ensuring that the agency's Safety Management Plan is effectively implemented throughout the agency's transportation system. The Safety Management Plan includes safety performance targets for 1) fatalities, 2) injuries, 3) safety events, and 4) system reliability. A review of the Safety Management Plan must occur at least annually or when there are significant system changes. Updated changes to the plan to meet revised regulations include:

- Addition of Seven (7) Safety Measures:
    - Collision Rate
    - Pedestrian Collision Rate
    - Vehicular Collision Rate
    - Transit Work Fatalities
    - Transit Worker Injury Rate
    - Assault on Transit Workers
    - Rate of Assaults on Transit Workers
  - Personnel Changes.
  - Updated Organizational Chart Reflecting Personnel Changes.
-

The Regional Transportation Commission Board is required to approve the Safety Management Plan annually.

**FISCAL IMPACT**

Funding for this item is included in the FY25 budget, and there is no additional cost in connection with this agenda item.

**PREVIOUS BOARD ACTION**

4/19/2024      Approved the RTC Safety Management System Plan (Safety Management Plan) as required by 49 C.F.R. Part 673.



# **Safety Management System Plan (Safety Management Plan) (SMSP)**

**The Regional Transportation Commission  
of Washoe County**

**DATE: September 23, 2006**

**REVISION: September 24, 2024**

### SMSP Revision History

Date	Revision	Description of Change
<b>09/23/2006</b>	ORIGIN	Origination of the SSPP.
<b>04/15/2008</b>	Revision	Enhancements to employee responsibilities.
<b>01/20/2009</b>	Review	Review
<b>04/22/2010</b>	Revision	Executive Director Signature Change and Review
<b>05/02/2011</b>	Revision	Annual Review and Approval of Plan.
<b>11/03/2011</b>	Revision	Organizational Updates.
<b>05/08/2012</b>	Revision	Annual Review and Approval of Plan.
<b>03/22/2013</b>	Revision	Section 5.4 - Roles, Responsibilities and Composition of the RTC Security/Safety Committee. Section 14.3 – Security Requirements for Modifications.
<b>03/29/2013</b>	Revision	Annual Review and Approval of Plan
<b>04/29/2013</b>	Revision	Add trend analysis with inspections, requirements to investigate accidents, incidents and near misses
<b>04/01/2014</b>	Revision	Annual Review and Approval of Plan
<b>04/01/2015</b>	Revision	Annual Review and Approval of Plan
<b>10/06/2015</b>	Revision	Revise Plan for Facility Changes
<b>03/21/2016</b>	Review	Annual Review and Approval of Plan
<b>03/30/2017</b>	Revision	Annual Review, Update and Approval of Plan
<b>12/06/2017</b>	Revision	Update Plan due to staffing changes
<b>03/30/2018</b>	Revision	Annual Review and Approval of Plan
<b>03/31/2019</b>	Revision	Revise Plan for 49 CFR Part 673 and PMOC requirements SSPP changes to SMSP
<b>09/11/2019</b>	Revision	Revise Plan for staffing changes and route changes
<b>04/16/2020</b>	Revision	Update Staffing Changes, Annual Review and Approval
<b>03/16/2021</b>	Revision	Update Staffing Changes
<b>12/14/2021</b>	Revision	Update Staffing Changes
<b>04/20/2022</b>	Revision	Additional signatures added
<b>08/23/2022</b>	Revision	PTASP Targets added and Organizational Chart Updated
<b>03/14/2023</b>	Revision	Annual Review, Update Staffing Changes, Update PTASP targets
<b>12/05/2023</b>	Revision	Update Staffing Changes
<b>03/12/2024</b>	Revision	Annual Review, Update and Approval of Plan
<b>09/24/2024</b>	Revision	PTASP Targets added, Updated Staffing Changes, Organizational Chart Update and Approval of Plan

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# SECTION 1: POLICY STATEMENT AND AUTHORITY FOR THE SAFETY MANAGEMENT SYSTEM PLAN

## 1.1 Introduction

This document is the Safety Management System Plan (Safety Management Plan or SMSP) of the Regional Transportation Commission of Washoe County (RTC). This plan describes the RTC's transit system, public facilities and provides a methodology for identifying hazards and implementing plans for their resolution. It establishes accountability for safety throughout the organization. In addition, the Regional Transportation Commission of Washoe County (RTC) has established a System Security and Emergency Preparedness Plan (SSEPP), a Continuity of Operations Plan (COOP).

The intent and design of these plans is to ensure and promote system safety and security.

## 1.2 Policy Statement and Mission

Our mission states, "The RTC provides leadership, vision, public policy development, and quality transportation systems through a commitment to excellence and pursuit of goals and objectives which meet the community's present and future needs." The RTC Organizational Philosophy Statement indicates that we exist to serve the public and recognize that the community continually evaluates our performance. Our most valuable resource is people and we believe in the "Team" concept. We will work with all employees to establish goals and objectives and will share success and accomplishments. The RTC recognizes the need to ensure the safety and security of our passengers, the public, employees and our transit system through our efforts. Lastly, we are results oriented and believe that the measure of our success is the facilities constructed and the services delivered.

# SECTION 2: DESCRIPTION OF PURPOSE FOR SAFETY MANAGEMENT SYSTEM PLAN

The purpose of the SMSP is to establish formal mechanisms used by all RTC departments to:

- Protect the safety of passengers, the public, employees and contractors
- Establish a safety program on an organization wide basis
- Provide a medium through which the RTC can display its commitment to safety
- Provide a framework for the implementation of safety policies and the achievement of related goals and objectives
- Satisfy federal (FTA, TSA, DHS, OSHA, ADA) and state requirements
- Meet accepted industry standards and audit provisions
- Satisfy self-insurance provisions

The SMSP applies to all organizational units affecting or affected by RTC's operations including planning, procurement, testing, operation and maintenance activities.

## 2.1 Contractor Provision of Bus/Van Service

The RTC contracts with the private sector for the provision of all of its bus and van paratransit and fixed route services. Under each of these contracted services, the company or contractor is responsible for hiring and training its employees, operating and supervising transit services, and maintaining RTC owned maintenance facilities and vehicles used in operations. Contractors are required to adhere to all goals, objectives and requirements of the SMSP. In addition, the contracts established with each service provider contain operating performance standards those contractors are expected to meet.

## 2.2 Contractor Operations

The responsibilities of the Public Transit Department include:

- Ensuring contractor safety performance is compliant with SMSP Section 3 and Section 4,
- Monitoring contractor service and performance of bus operators,
- Providing evaluation of effectiveness of service, and condition of customer amenities,
- Participating in recommending route changes,
- Coordinating proper resources to provide assistance toward service delivery, and
- Participating to ensure special events are well coordinated.

The service provider contractors are required to develop and implement an ongoing internal safety program. The contractors must submit accident reports in accordance with Section 8.0 of this document. Contract Supervisors conduct the initial investigations and serve as on-the-scene coordinators, which involves securing witness statements, documenting evidence, and otherwise complying with the accident and incident investigation procedures in this document. Contractors must coordinate with the RTC's Security and Safety Administrator on the classification of all accidents, and participate in preventability efforts.

In addition to the above, contractor Instructors/Supervisors are required to monitor service for safety, on-time performance, efficiency and compliance with operating rules. Supervisors periodically perform ride checks also monitor Operator performance.

## SECTION 3: CLEARLY STATED GOALS FOR SAFETY MANAGEMENT SYSTEM PLAN

The goals of the SMSP are as follows:

- Provide a superior level of safety for passengers, public, employees and contractors.
- Identify, eliminate, minimize and/or control safety hazards and their associated risks.
- Provide a superior level of safety in our transit operations.
- Achieve and maintain demonstrated improvement of safety in the company's work environment.

- Comply with the applicable requirements of regulatory agencies.
- Maximize the safety of future operations through the procurement process.

## SECTION 4: IDENTIFIABLE AND ATTAINABLE OBJECTIVES

The following objectives provide a means of achieving the SMSP goals and measuring the effectiveness of RTC’s safety initiatives. The RTC’s Safety Performance Targets (Public Transit Agency Safety Plan) are:

Mode of Transit Service	Fatalities	Fatalities (per 100,000 VRM)	Injuries	Injuries (per 100,000 VRM)	Safety Events	Safety Events (per 100,000 VRM)	System Reliability (VRM/failures)
Fixed Route Bus (Keolis)	0	0	1	0.2	0	1.2	20,000
Paratransit Service (MTM)	0	0	0	0.11	3	1.28	20,000 or less
Mode of Transit Service	Collision Rate (New)	Pedestrian Collision Rate (New)	Vehicular Collision Rate (NEW)	Transit Worker Fatality Rate (New)	Transit Worker Injury Rate (New)	Assaults on Transit Workers (New)	Rate of Assaults on Transit Workers (New)
Fixed Route Bus (Keolis)	0	0	0	0	0	0	0
Paratransit Service (MTM)	0	0	0	0	0	0	0

- Measurable objectives include:
  - Safety Events: Total number of reportable events and rate per total vehicle revenue miles by mode.
  - Injuries: Total number of reportable injuries and rate per total vehicle revenue miles by mode.
  - System Reliability: Mean distance between major mechanical failures by mode.
  - Fatalities: Total number of reportable fatalities and rate per total vehicle revenue miles by mode.
  - Employee and contractor on the job injuries per month.
  - Contractor safety-sensitive drug and alcohol monitoring results per month/quarter.
  - Employee and contractor safety training per month.
  - Collision Rate (New)
  - Pedestrian Collision Rate (New)
  - Vehicular Collision Rate (New)
  - Transit Worker Fatality Rate (New)



- Transit Worker Injury Rate (New)
- Assaults on Transit Workers (New)
- Rate of Assaults on Transit Workers (New)
- Establish a safety policy, procedures and requirements that integrate safety into decision-making and operations.
- Assign responsibilities related to safety procedures and requirements.
- Thoroughly investigate all accidents, fires, injuries and near misses.
- Identify, analyze and resolve all hazards in a timely manner.
- Meet or exceed safety requirements in specifications, equipment installation, and system testing, operations and maintenance.
- Meet or exceed safety requirements in vehicle operations and maintenance.
- Thoroughly evaluate the safety implications of all proposed system modifications prior to implementation.
- Establish doctrines, standards and procedures for employee qualifications, selections, training and performance.

## SECTION 5: SYSTEM DESCRIPTION/ORGANIZATIONAL STRUCTURE/ORGANIZATIONAL RESPONSIBILITIES

### 5.1 System Description

The RTC serves a population over 500,000. The RTC provides services to Reno, Sparks, and Carson City. The RTC provides for the operation of RTC RIDE, a bus system serving Reno and Sparks. RTC ACCESS provides scheduled and on-demand paratransit services. RTC also provides:

- RTC REGIONAL CONNECTOR, a commuter service between Reno/Sparks and Carson City.
- RTC RAPID Route 1, which transport people along the Virginia Street Corridor.
- RTC RAPID Virginia Line, which links stops along the Virginia Street Corridor with the RTC RAPID stations.
- RTC RAPID Lincoln Line, which transports people along the 4<sup>th</sup> Street and Prater Way Corridor.

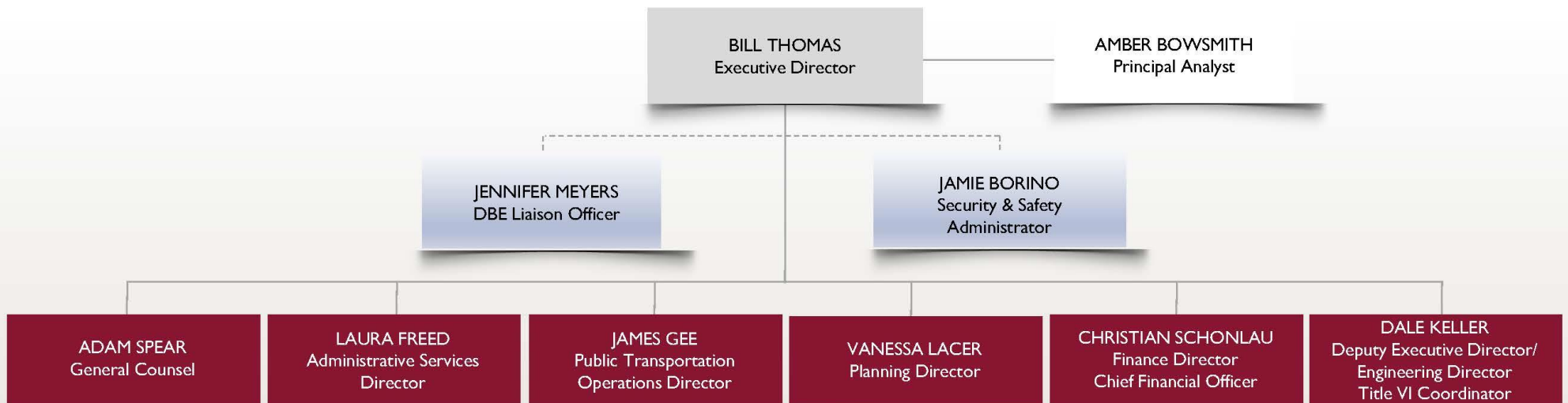
The RTC is responsible for three major transportation programs 1) Regional Street and Highway Program, 2) Public Transportation Program (RTC RIDE, RTC ACCESS, RTC INTERCITY, RTC SPIRIT, RTC RAPID, and RTC CONNECT) and 3) Transportation Planning (see Page 48 – Table 1 RTC System Map).

### 5.2 Organizational Structure

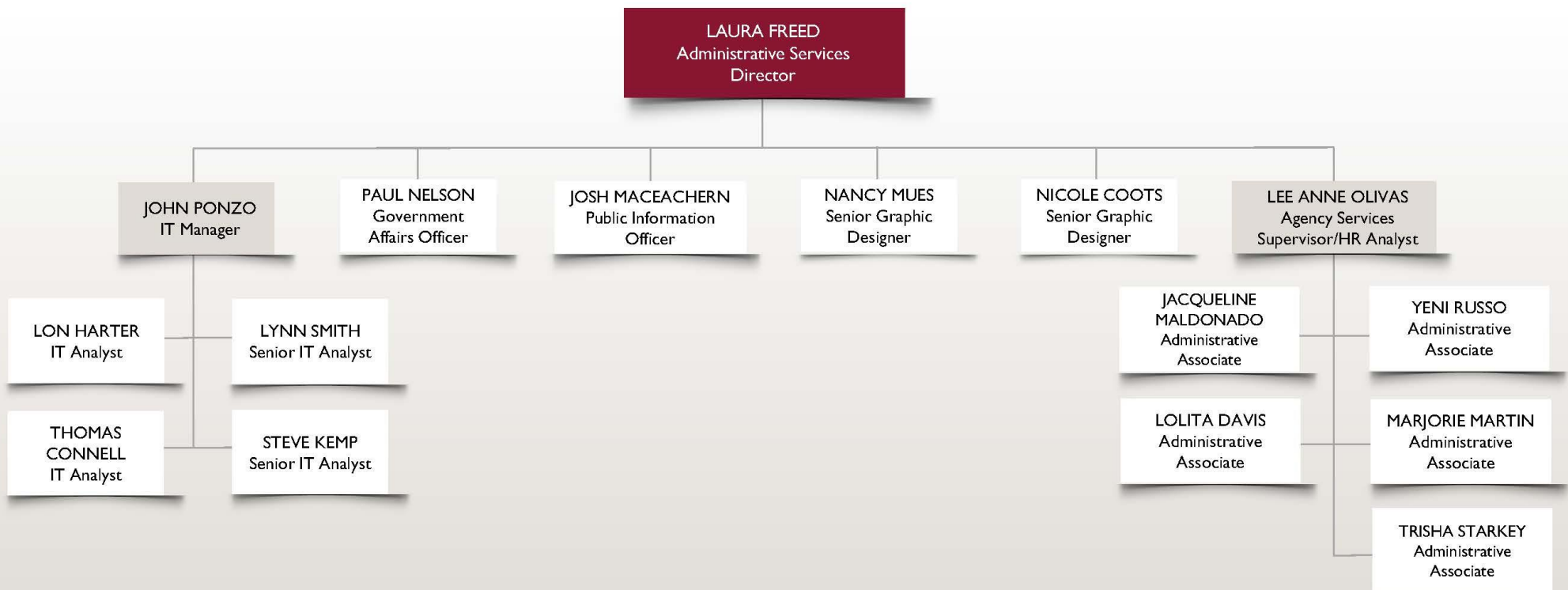
RTC organizational structure is as follows:

# EXECUTIVE DEPARTMENT

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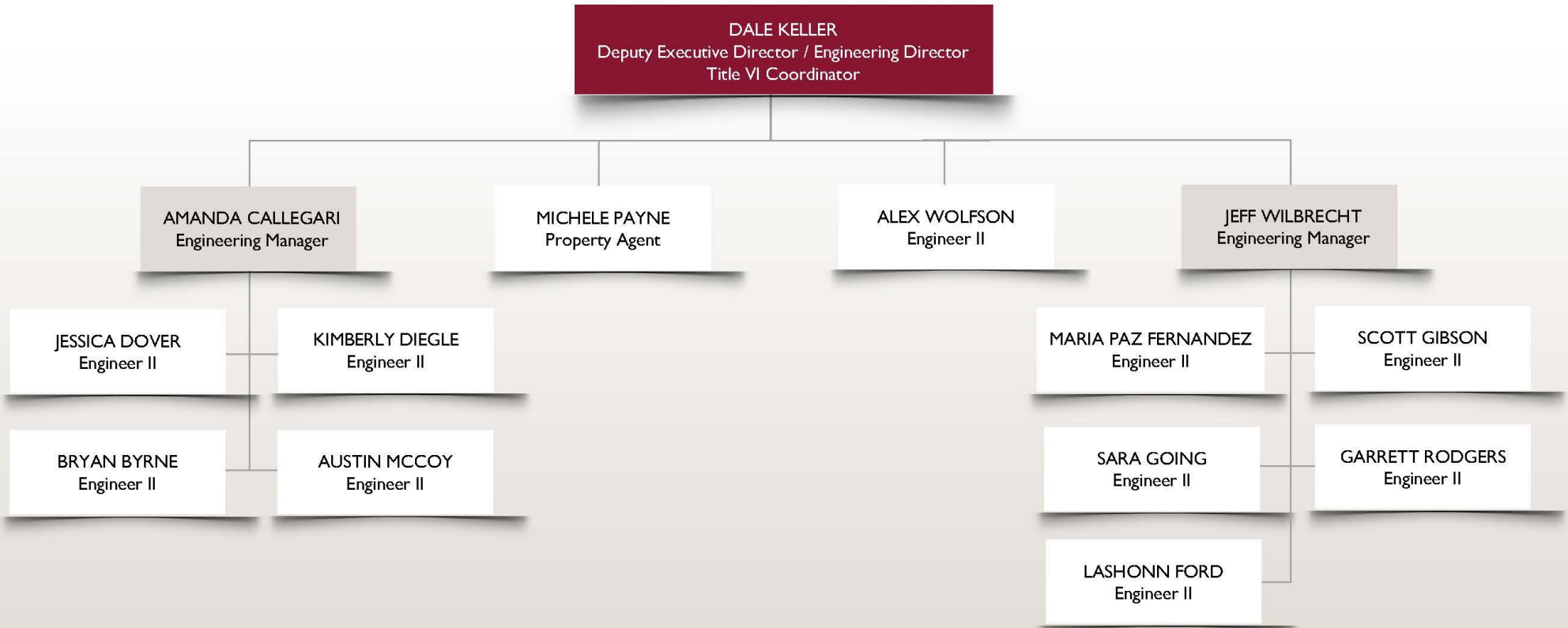


# ADMINISTRATIVE SERVICES DEPARTMENT



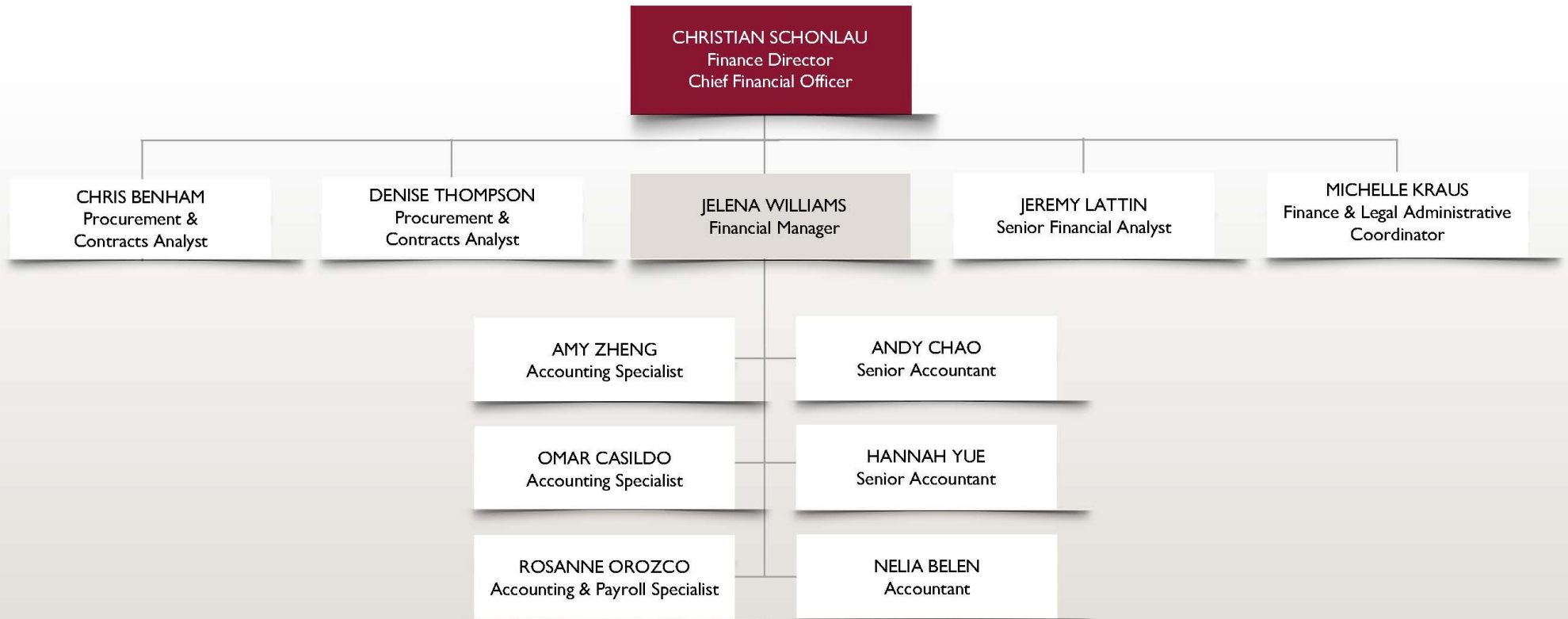
# ENGINEERING DEPARTMENT

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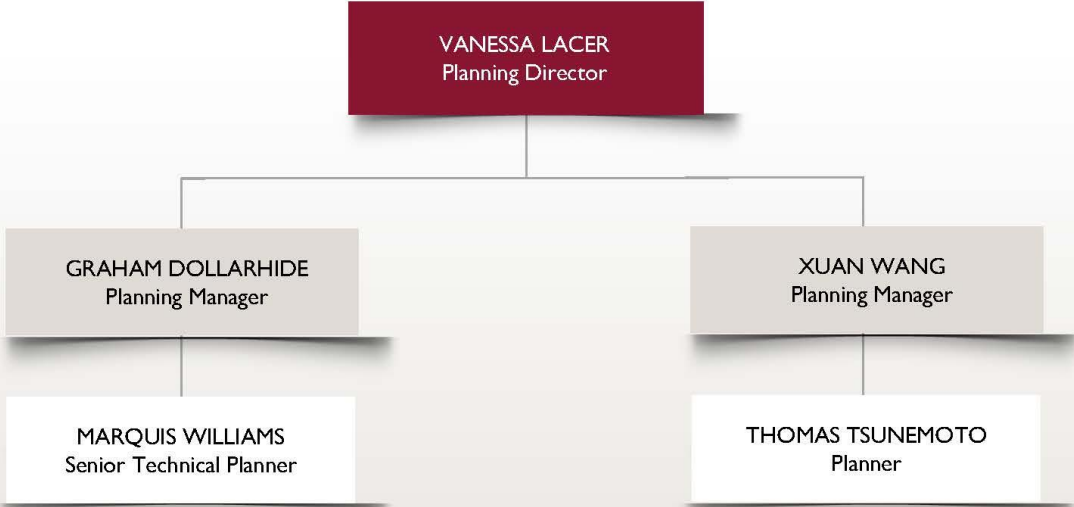
# FINANCE DEPARTMENT

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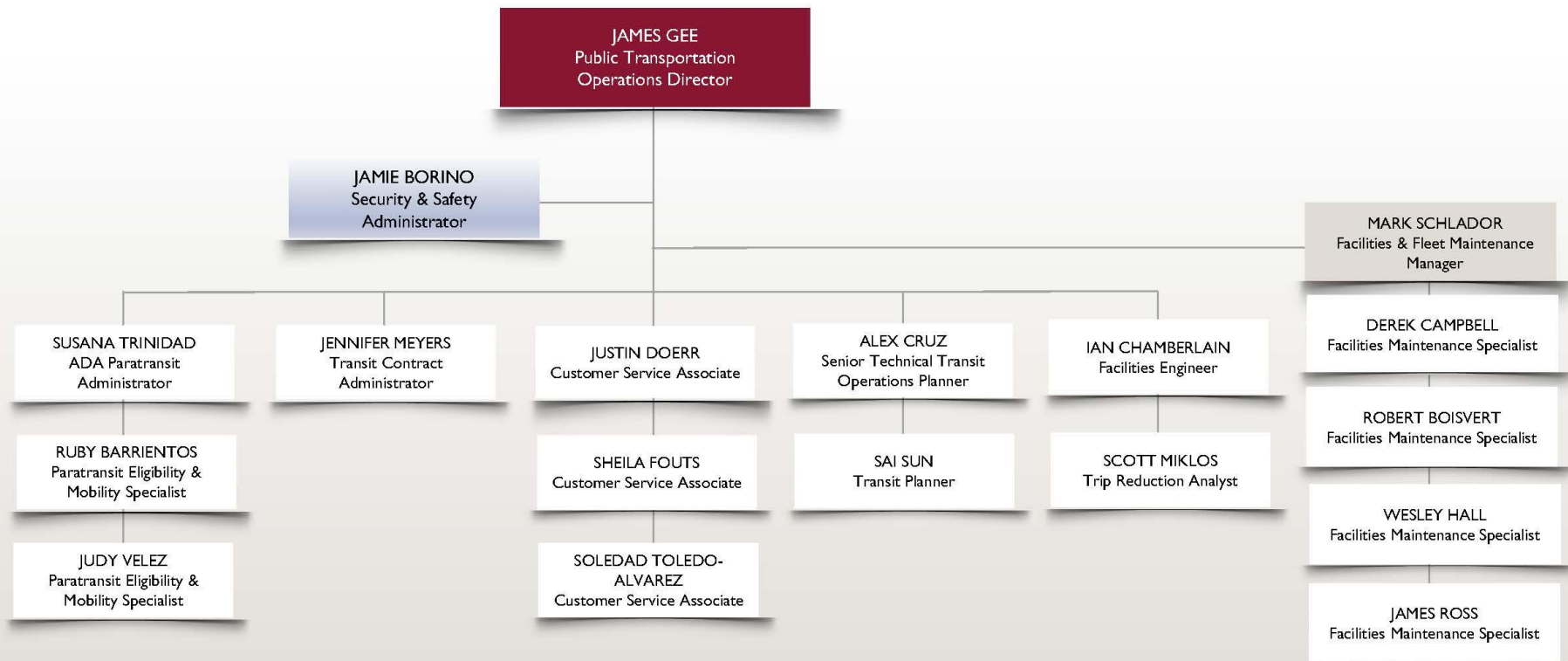


# PLANNING DEPARTMENT

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# PUBLIC TRANSPORTATION/OPERATIONS DEPARTMENT



## 5.3 Organizational Responsibilities

Responsibility assignments and safety for all RTC employees is as follows:

The Executive Director will:

- Promote a safe and healthy culture throughout the RTC.
- Set a high standard for safety and health practices and lead by example.
- Ensure provision of needed financial, material and personnel resources to achieve the goals and objectives of the safety and health program.
- Ensure that the program is fully implemented and effective.
- Provide ultimate authority to the Safety and Security Committee and for Project Safety & Security Certification and Verification.

Director of Public Transportation and Operations will:

- Effectively implements each element of the System Management System Plan (SMSP) throughout the RTC's public transportation system.
- Ensures actions taken are necessary to address substandard performance in the SMSP.
- May delegate specific responsibilities, but the ultimate accountability for transit agency's safety performance rests with the Director of Public Transportation and Operations.
- Is responsible for carrying out the Public Transportation Agency Safety Plan; and control or direction over human and capital resources need to develop and maintain both the agency's Public Transportation Agency Safety Plan and the agency's Transit Asset Management Plan.
- AE designates a Chief Safety Officer who has authority and responsibility for day-to-day implementation and operation of the RTC SMSP

The Security/Safety Administrator (SSA) (Chief Safety Officer) will:

- Ensure the RTC's compliance with all applicable federal, state (NRS 618.375), and local safety and health requirements.
- SSA is delegated the authority and responsibility for day-to-day implementation and operation of the RTC SMSP.
- Develops and maintains SMSP documentation.
- SSA reports to the Director of Public Transportation and Operations except for Project Safety & Security Certification process where there is accountability to the Executive Director.
- Ensure provision of each RTC employee with adequate and appropriate occupational safety and health training.
- Ensure that safety and health policies are comprehensive and effective.
- Review each accident and conduct any investigation wherein an accident has resulted in serious injury or property damage.
- Promote safety and health and serve as a resource to all staff.
- Review the program on an annual basis.



Each Director will:

- Ensure implementation of each element of the program in his/her department and facility.
- Ensure that all department supervisors comply with this program.
- Ensure maintenance of all required documents.
- Conduct safety/health surveys or inspections in his/her department on a regular basis, the frequency of which shall not be less than once per quarter.
- Ensure proper maintenance of each piece of equipment in his/her department.

Each Supervisor will:

- Ensure that each employee in his/her department or section receives appropriate training upon initial assignment as well as for changes in processes, procedures, equipment or assignments.
- Ensure that each employee in his/her department/section complies with the program.
- When required by law or circumstances indicate the need for training, each employee receives refresher training.
- Conduct a daily safety and health inspection of his/her work area(s).

Each Employee will:

- Be an active participant in the safety and health program.
- Perform all tasks in accordance with established policies, procedures and safe work practices.
- Perform a safety evaluation of his/her workspace daily.
- Inspect all tools and equipment prior to use to identify any hazards.
- Question any unsafe and unhealthy practice or condition and act to correct and report it.
- Report any injuries, illnesses or incidents to the appropriate person.

## 5.4 Roles, Responsibilities and Composition of the RTC Security/Safety Committee

The Security/Safety Committee (SSC) membership is:

Executive Director (VM)	RIDE General Manager (VM)
Safety & Security Administrator – Chairperson (VM)	RIDE Safety Manager (VM)
Deputy Executive Director (Director of Planning) (VM)	Transit Operations Manager (VM)
Director of Administrative Services (VM)	ACCESS General Manager (VM)
Director of Engineering (VM)	ACCESS Safety Manager (VM)
Director of Finance (VM)	Security Contractor – Account Manager (VM)
Director of Public Transportation & Operations (VM)	Security Contractor – Account Supervisor
Facilities & Fleet Manager (VM)	Facilities Maintenance Supervisor (VM)
+ <b>Note: (VM) = Voting Member</b>	

The SSC general purpose is to provide safety and security oversight of transit services as well as transit projects and development. The committee also provides oversight of emergency preparedness and community response. It also monitors and ensures compliance with Federal, state and local safety, security and emergency preparedness regulations, laws and rules affecting public transportation.

1. The SSC shall provide oversight for the Executive Director and/or the RTC Commissioners for the establishment of policies, standards and rules relating to the safety and security of the public, employees and contractors using RTC personal and real property. The deliberations, decisions, and recommendations of the SSC shall be made with due consideration of the need to balance safety and security with the RTC's mission of providing services to the public that are appropriate, efficient, and cost effective.

2. The SSC shall have authority and duty to inspect, investigate and report necessary corrective action with respect to RTC owned and operated equipment and facilities. The contract operators of RTC-RIDE and RTC- ACCESS shall have the obligation to comply with the policies, standards and rules implemented by the SSC utilizing their own personnel, but may request compliance assistance from the SSC.

3. The SSC shall have review and approval authority over all activities relating to safety and security for all RTC property and facilities. Contract operators shall seek SSC approval for any proposed activities that potentially affect safety of personnel or security of the premises. Implementation shall remain the responsibility of the contract operators.

4. The SSC shall provide oversight for all Project Safety and Security Certification Processes. This will include approval of Project Safety & Security Certification Plans, Project Hazard Analysis including preliminary hazard analysis (PHA), failure mode and effects analysis (FMEA), operating hazard analysis (OHA), threat and vulnerability assessment (TVA), project certificate of conformance completion, project safety & security certification and recommend verification of project safety & security certification. The SSC will chair and guide the Project Safety and Security Certification Committees and any sub-groups. The SSC will provide resolution for issues the PSSC cannot agree or reach consensus. The SSC will ensure tracking, monitoring, resolution and closure of any issue adversely affecting project safety and security certification. The SSC refers issues it cannot resolve to the ED as the final authority.

5. The SSC shall offer technical assistance, including but not limited to, training and education, drills, and exercises, to assist in understanding, preparedness and compliance with policies, standards and rules.

6. The SSC's enforcement authority is limited to reporting non-compliance with safety and security policies, standards and rules to RTC, RTC-RIDE, and RTC-ACCESS management and identifying what corrective action is required. The SSC shall be promptly informed of the corrective action implemented and shall be charged with conducting follow-up inspections to verify compliance.

7. The SSC shall report directly to the Executive Director and shall be accountable only to him/her in matters of safety and security. The ED has delegated the SSA as the SSC chairperson, directing committee function. On an exception basis, voting members may delegate their vote to a supervisor of their department.

8. In general, the resolution process for committee action items is as follows. The SSC with input from the appropriate staff, contractors (transit operations, design, construction, construction management, or manufacturing) will provide recommendation approval regarding remediation, workarounds, restrictions and exceptions to action items. The SSC may require hazard analysis of a recommendation. The SSC will provide a decision for closure or refer a recommendation on the action item. When the committee cannot reach a consensus on recommendation, the Executive Director makes a final decision. This will ensure that system safety and security realized, delivered, tested and validated.

## **SECTION 6: SAFETY MANAGEMENT SYSTEM PLAN CONTROL AND UPDATE PROCEDURES**

The SSA in consultation with the SSC and senior management will annually review the Safety Management System Plan and update it as needed. Review completion of the SMSP review will be by March 31, annually. The SSC will conduct a review of all proposals for changes to the Plan. The SSC will review all regulatory changes and other changes to the SMSP. If system changes occur, the Accountable Executive, Safety/Security Administrator, and the SSC will ensure incorporation of any changes outside a scheduled review in the SMSP. SSC authorized change bulletins may occur throughout the year and distributed within the RTC. The SSC recommends changes and the Executive Director makes the final decision on any change of the SMSP. The RTC Board Chairman and Executive Director annually certify SMSP compliance with 49 C.F.R. Part 673. SSA will preserve at least three years of SMSP documentation for compliance with Federal regulations. Documents are preserved in an electronic fashion on RTC file servers.

## **SECTION 7: HAZARD ANALYSIS AND RESOLUTION**

Before they cause problems, the RTC desires to identify and address as many hazards as possible through a Resolution Process. The RTC will use numerous tools to recognize and evaluate hazards. Then given the nature of the hazard identified, the RTC will take specific actions to control them. The RTC's management is involved in hazard evaluation and control. Hazard analysis and resolution involves the steps of identification, categorization of hazard severity and probability and hazard resolution.

RTC management, Project Safety and Security Certification Committee (PSSCC) and Preliminary Hazard Analysis Teams (PHAT) and safety staff are responsible for conducting hazard analysis of new projects for the RTC system.

## 7.1 Hazard Identification

RTC management and safety are responsible to conduct periodic occupational and operational inspections of facilities and equipment to identify hazards on a proactive basis. Inspection types include safety/health inspections, OSHA compliance audits and inspections, facility inspections, preventative equipment and vehicle inspections, fire/life safety inspections. Identification of hazards may occur through direct observation, claims, customer complaints, accident reports, employee reporting, reports of safety monitors and record reviews.

The RTC will employ inductive and deductive processes to identify and eliminate hazards. The inductive process involves the analysis of system components to identify failure modes and effects on the total system and personnel actions. Failure mode analysis is a systematic method of determining which failures in systems are life threatening or cause product impairment and which are not. Examples are conditions such as, “failure to open, failure to close, failure during operation, acts which are improper or inadequate or at the wrong time, etc. or any combination thereof.” Elimination of failures can occur through various means described in following sections.

Fault hazard analysis is a deductive method of analysis that requires detailed investigation of subsystems to determine hazard modes and causes of hazards. Deductive hazard identification process involves defining an undesired effect deducing combinations of conditions or faults of the system and the determining causes necessary to produce that effect. Typical identification of fault hazards occurs through testing methods such as integrated testing or system operation testing. Elimination or reduction of fault hazards can occur through means described in the following sections.

## 7.2 Hazard Categorization

The RTC uses a process (Reference: MIL STD 882-E) to determine which hazards are acceptable, acceptable with certain conditions applied and those which are unacceptable. The key is the use of a formalized process that:

1. Identifies and categorizes the hazard;
2. Potential hazard mitigation steps or solutions are listed and considered;
3. Hazard mitigation steps or another solution is implemented;
4. Hazard follow-up determines reduction or elimination of the hazard and if additional steps or actions are necessary to resolve the hazard.

## 7.2.1 Hazard Severity

Hazard severity is a subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies or procedural efficiencies for system, subsystem, or component failure or malfunction, categorized as follows:

I (Catastrophic)	Death or system loss.
II (Critical)	Severe injury, severe occupational illness, or major System damage.
III (Marginal)	Minor injury, minor occupational illness, or minor System damage.
IV (Negligible)	Less than minor injury, occupational illness, or System damage.

## 7.2.2 Hazard Probability

The definition of hazard probability is the likelihood that a specific hazard will occur during the planned life expectancy of the system element, subsystem or component. A subjective description can include potential occurrences per unit of time, events, population, items or activity, ranked as follows:

A (Frequent)	Likely to occur frequently (individual); Continuously experienced (fleet/inventory).
B (Probable)	Will occur several times in life of an item; will Occur frequently in fleet/inventory.
C (Occasional)	Likely to occur sometime in the life of an item; will Occur several times in fleet/inventory.
D (Remote)	Unlikely but possible to occur in life of an item; Unlikely but possible to occur in fleet/inventory.
E (Improbable)	So unlikely, it can be assumed no occurrence; Occurrence unlikely, but possible in Fleet/inventory.

Upon hazard identification, analysis determines potential severity and probability of occurrence. The standard process for this analysis is hazard identification, categorization, listing of potential mitigation steps or solutions, implementation of mitigation steps and finally, a follow-up of the hazard and its corrective action(s) to make certain there is reduction of severity or elimination.

The management staff of the RTC can effectively determine the severity of all but the most difficult or unusual hazards. However, should there be difficulty in establishing an agreed upon hazard categorization and/or resolution, the issue referred to the SSC for a determination as to the category and resolution. Should the SSC fail to reach consensus on categorization and/or resolution the Executive Director will resolve the matter.

The successful resolution to some hazards may require the use of outside subject matter experts, consultants or the like. The point is that the RTC will look to external resources to help resolve a hazard within the system. The SSC or management may recommend the use of external resources with approval from the Executive Director.

Hazards identified on an ongoing basis should be entered in the formal process in the same manner as those identified by formal analysis techniques associated with new procurement and new system construction. All employees involved in the hazard identification process must know and understand their respective roles.

### 7.3 Hazard Resolution

The definition of hazard resolution is the analysis and subsequent actions taken to reduce to the lowest level practical the risk associated with an identified hazard. Hazard resolution is not synonymous with hazard elimination. RTC’s transit environment contains some hazards that are impossible to eliminate and others that are highly impractical to eliminate. Accomplishing reduction of risk to the lowest practical level occurs in a variety of ways from protective and warning devices to special procedures.

There are, however, some hazards that present unacceptable risk requiring elimination. Part of the Hazard Resolution Process is the use of a Hazard Resolution Matrix. The Matrix prescribes which hazards are acceptable, acceptable with mitigation or unacceptable. The RTC’s Hazard Resolution Matrix is as follows:

<b>RTC HAZARD RESOLUTION MATRIX</b>					
	Category	I	II	III	IV
Hazard	Probability	Catastrophic	Critical	Marginal	Negligible
Employee Behaviors	A	UN	UN	UN	AC/WR
Equipment	B	UN	UN	UD	AC/WR
Facilities	C	UN	UD	UD	AC
Processes	D	UD	UD	AC/WR	AC
	E	AC/WR	AC/WR	AC/WR	AC
<b>Codes: UN = Unacceptable UD = Undesirable AC = Acceptable</b> <b>AC/WR = Acceptable with review by management</b>					

After the risk assessment, resolution occurs from plan development. Elimination or reduction of hazards in the highest risk category (IA, IIA, IIIA, IB, 2B, IC in the Hazard Resolution Matrix) occurs until they are in a lower risk category. Once in a lower category, management evaluation determines the most effective means of dealing with the hazard. As indicated, elimination or reduction of those in the highest risk category occurs until they can be classified in one of the other three categories. The strategy for dealing with risks in the second highest category (IIIB,

IIC, IIIC, ID, 2D in the Hazard Resolution Matrix) are recommended by an RTC department head or Contractor, but it must be submitted to the SSC for approval. The RTC department head or Contractors may directly address hazards posing risks in the lowest two categories with reporting to the SSC.

The entire Hazard Resolution process is a formalized, predetermined procedure for risk acceptance by the RTC and contractor staff. It allows for a systematic hazard identification process and a coordinated hazard effects minimization process.

## 7.4 Approach to Hazard Elimination and Mitigation

The RTC uses a hierarchical approach to eliminate or control hazards:

1. Design for minimum risk
2. Use of safety devices
3. Use of warning devices
4. Provide special procedures and training

### 7.4.1 Design for Minimum Risk

There should be provisions in all designs to identify and eliminate hazards through appropriate safety and security design concepts, such as fail-safe design and redundancy. Design provides mitigation to the lowest practical risk level for hazards not eliminated.

### 7.4.2 Use of Safety Devices

After design, the use of fixed, automatic or other protective safety devices may reduce remaining hazards to an acceptable risk level. These safety devices are critical system elements and will be inspected and maintained as such.

### 7.4.3 Use of Warning Devices

When design or safety devices cannot affectively mitigate hazards use of warning devices may provide timely detection of the activated hazard and generate adequate warning signals. Design of warning signals shall minimize the probability of incorrect reaction to the warning by employees or other individuals. These warning devices are critical system elements and will be inspected and maintained as such.

### 7.4.4 Provide Special Procedures and Training

Where it is impossible to adequately mitigate hazards through design, safety devices, or warning devices, written procedures and training are used to either reduce the probability of the hazard occurring, reduce the severity of the hazard if it does occur, or both, so that an acceptable risk level is achieved.

## 7.5 Hazard Resolution Methodology

PHAT and PSSCC or others will resolve and recommend further actions for hazard resolution to the SSC. The SSC provides a recommendation to the originator for resolving a hazard. After concurrence, if it is a hazard in the second highest risk category, it is further presented as a recommendation to the Executive Director, who may accept, modify or reject the recommendation. Upon modification or rejection of the recommendation, the SSC will further analyze, determine strategy and recommend other actions until final approval from the Executive Director. Referral occurs of the approved hazard resolution to the PSSCC, responsible department, or contractor for implementation. The SSC will provide oversight through resolution and closure.

## 7.6 Resolution of Active Hazards

Appropriate staff evaluate and eliminate operating system hazards to an acceptable level according to the Hazard Resolution Timetable. This Timetable ensures achievement of the optimum level of safety through the expeditious resolution of hazards, once identified.

RISK CATEGORY			RESOLUTION TIMETABLE			
Unacceptable – must be mitigated (1A, 1B, 1C, 2A, 2B, 3A)			Must be addressed immediately and reported to the RTC Board.			
Undesirable – Mitigation plan must be approved by the SSC (1D, 2C, 2D, 3B, 3C)			A resolution must be developed and implemented as soon as possible. (Ideal if less than 5 days, may take longer to resolve due to funding, staffing or equipment needs, procurement and implementation.)			
Acceptable – with review by SSC (1E, 2E, 3D, 3E, 4A, 4B)			The review process must be completed and resolution accepted within 30 working days.			
Acceptable – without review			The SSC must be notified of action taken within 30 working days			



Use of a Corrective Action Plan (CAP) records identified hazards, tracks recommended mitigation efforts, assigns accountability and documents closure. The CAP must describe the hazard, classification, risk, corrective actions, required resources, resolution, accountable staff and closure.

<b>Hazard Corrective Action Plan</b>		
<b>System, Sub-System, Equipment, Procedure or Function:</b>		
<b>Hazard Description:</b>		
<b>Hazard Severity:</b>	<b>Probability of Occurrence:</b>	<b>Hazard Risk Index:</b>
<b>Corrective Action:</b>		
<b>Required Resources:</b>		
<b>Controlling Measures and Remarks:</b>		
<b>Resolution:</b>		
<b>Actions Implemented:</b>		
<b>Closure:</b>		
<b>Prepared by:</b>		<b>Approved by:</b>
_____		_____
<b>Name, Title and Date</b>		<b>Name, Title and Date</b>

## 7.7 Hazard Resolution Oversight

Direct oversight of implemented resolutions to verify their effectiveness is the responsibility of the involved department, or contractor. In those cases where the SSC was directly involved in deciding the hazard resolution, the SSC will participate in directly overseeing implementation effectiveness.

## SECTION 8: ACCIDENT/INCIDENT REPORTING AND INVESTIGATION

### 8.1 Criteria

All employees are required to immediately report and document accidents and injuries, no matter how minor. Coach Operators must complete a written report on accidents and/or injuries occurring on or near their coach or van. A Contractor's field supervisor shall respond to every accident involving their assigned vehicles' and will assist in controlling the accident scene, securing witness statements and performing the initial investigation. RTC staff will investigate accidents involving RTC vehicles.

### 8.2 Reporting Procedures

The SSC reviews all accidents monthly. The review process includes final report approval, review and discussion of corrective action plans and follow-up monitoring. The SSC meeting agenda includes accident review, analysis, recommendation and follow-up monitoring. RTC's accident procedures differ for major and minor accidents.

Major accidents/incidents include any one of the following events:

- Fatalities involving passengers, employees, bystanders, and trespassers, (includes death within 30 days of the incident).
- Any accidents, which results in an injury of two or more persons, where the injured party requires medical assistance away from the scene of the accident.
- Property damage in excess of \$25,000.
- Collision at a railroad crossing.
- Incidents not addressed above which require the evacuation of passengers or employees from the vehicle, station, other facility or right of way.

Non-major accidents/incidents include the following events:

- Bodily injury of one person, and immediate medical treatment away from scene of accident.
- Property damage between \$7,500 and \$24,499.
- Fire and smoke in vehicles, and facilities not addressed above.
- Other incidents involving rules and procedures violation.

### 8.3 Internal Notification

The Contractor's Dispatch Control Center (RIDE or ACCESS Dispatch) has a list of criteria for determining the type of accident and notification requirements. Dispatch will notify the

appropriate department or individuals. Upon receiving notification of an accident/incident Dispatch will assure that the Coach Operator:

- Reports the location and direction of travel.
- Describes the accident/incident.
- Activates the Emergency Stop Button (or otherwise stops the vehicle).
- Provides the appropriate announcements to the passengers.
- Turns off engine, assesses on-board injuries, and assesses outside bus injuries and other related damages.
- Assists with injuries, and distributes and collects witness cards.

In the case of a major accident, Dispatch will notify emergency responders (City of Reno and Sparks Fire Departments, Police Departments, or Washoe County Sheriff's Office, etc.). Dispatch will request Emergency Medical Services for any injured parties. Dispatch will then notify its managers and appropriate maintenance staff to respond to the scene of the accident/incident. The RTC Security/Safety Administrator (SSA) will respond to all fatality accidents and other catastrophic events.

## 8.4 Reporting and Documentation

After the service contractor's on-scene accident/incident initial investigation, some issues may remain unresolved or need completion. This is often the case involving major accidents and/or those requiring reports to the National Traffic Safety Board (NTSB).

Accidents requiring state or federal reporting requirements shall be coordinated with the SSA prior to submission.

The degree of follow-up documentation will vary from one accident to the next. The following may require documentation:

- Compliance with operating rules and procedures
- Follow-up interviews
- Employee records review
- Post-accident drug and alcohol testing
- Vehicle equipment impounding and inspections (of vehicles involved in accident), and maintenance records review
- In-shop inspections
- Repair estimates on vehicles

Accident analysis – In preparation for the final report, investigator(s) attempt to reconstruct the events as follows:

- Who was involved?
- What events occurred?
- How did the events happen?

Sequence of events for off-site accident/incident investigations is as follows:

- Analysis of off-site data collection
- Documentation of findings
- Determining conclusions
- Determining probable cause and contributing factors
- Recommendations

For reportable accidents, the responsible contractor's written report will identify the most probable cause and any contributing cause of the accident.

## 8.5 Follow-Up

Accident/incident investigations identifying the need for a corrective action plan should include the following information:

- Element of activity identified as deficient.
- Planned activities to resolve deficiency.
- RTC or Contractor department responsible for implementing corrective action.
- Scheduled completion date for implementation.
- Estimate cost of implementation.

As necessary (fatal accident/incident), the RTC or Contractor will provide a list of corrective actions due to accident/incident investigation and report progress to the SSC.

## 8.6 External Notification

The responsible service provider contractor has responsibility, in coordination through the SSA for notifying external agencies, including NTSB, if required. NTSB notification shall occur within two hours of any bus accident involving a passenger fatality.

## SECTION 9: SAFETY INSPECTION AND AUDIT PROCESS

RTC will use a variety of evaluative tools to meet the needs of the organization including self-assessments and voluntary regulatory assessments. RTC staff, consultants, contractor staff or qualified persons from other agencies conduct assessments, audits and evaluations.

The RTC internal safety audit program consists of audits coordinated and conducted by RTC, Contractor and SSA to measure effectiveness of the Safety Management System Plan and compliance with its requirements. Conduction of internal safety audits will be in accordance with FTA, TSA, OSHA (or other local, state and federal agencies), etc. and will follow applicable guidelines and requirements. The audits will ensure that all rules, procedures, operating practices,

training and facilities conform to applicable safety requirements and that adequate documentation exist to verify proper performance of safety-related activities. Audit program activities include the following:

- Ensuring adequate on-the-job safety surveillance during system maintenance, operation and modification.
- Determining compliance with management safety policies as contained in the SMSP.
- Determining compliance with operating rules, regulations, standards, codes and procedures.
- Recommending specific corrective action plans to eliminate or minimize the effects of each deviation from compliance.

The Contractor's safety staff will conduct the majority of audits. Yearly performance of audits occurs on a cycle that assures audit of every element within the SMSP at least once in a three-year period.

Advance Audits announcements ensure full support and participation of each department or section. For each of the areas audited, safety staff are encouraged to use written checklists designed for that audit and outlines the key audit requirements.

Upon completion of the audit, the Contractor safety staff in conjunction with the SSA will discuss the findings and make recommendations to the audited department or section. Some findings may require the development of a corrective action plan (See Hazard CAP form) which must include:

- A full description of the tasks that will correct the item. Complex corrective actions may require multiple sub-tasks and milestones.
- An assignment of whom, by title and department is responsible for accomplishing the corrective action.
- A schedule for completion of the corrective action with intermediate milestones as appropriate.

Audited departments are responsible for implementing their respective recommendations and approved action plans within the established periods.

## 9.1 Facilities Inspections

All public and operating facilities are subject to periodic audit/inspections to identify unsafe or unhealthy conditions, and determine if maintenance is required. Facility inspections will include facility/audits, preventive maintenance inspections, and fire/life safety inspections.

- Facility Audits – Each operating facility is subject to quarterly audit by RTC staff or consultants. Standard inspection includes all major components at each facility. Components include foundations, substructures, superstructures, exterior closures, roofing, doors, walls, floors, plumbing, electrical and safety systems. Use of these audits to prepare condition profiles that assist in planning and programming all maintenance repair and rehabilitation projects into the annual work plan.

- Preventive Maintenance Inspections – Each operating facility must have a scheduled preventive maintenance program. Follow the RTC’s facilities maintenance plan to ensure that the facilities and their subsystems and equipment are inspected and serviced based on the manufacturer’s recommendations. Performance of inspections by either in-house staff, or their consultants, or outside service contractors.
- Fire/Life Safety Inspections – On an annual basis, each operating facility is subject to an unannounced fire inspection by the Fire Marshall’s Office. Compliance with all fire and life safety codes are the basis of these inspections. Documentation of inspections are in the form of reports with follow-up on any areas identified as weaknesses or violations.

Each facility is also required to conduct self-inspections on a weekly or monthly basis in accordance with written procedures that contain formal checklists. Monthly inspections include items such as fire extinguishers, eyewash stations, and hazardous waste material storage areas.

RTC’s Public Transit Services, SSA and others, will frequently walk through each facility with a focus on safety and security. The goals of each of these inspections are to provide RTC employees, its contractors and the riding public with safe, reliable, high- quality service throughout all facilities and the entire service area.

## 9.2 Maintenance Audits/Inspections

The RTC’s Public Transit Services has two main contractors, which are responsible for preventive maintenance and repair of the contractor-operated fleet including buses and non-revenue vehicles. The contractors also work with RTC’s Facilities Maintenance Section to maintain operation and maintenance facilities.

RTC’s safety compliance assessment involves the process of spot-checking contractor maintenance records and documents to find problems before they cause a negative situation. Each maintenance area is to perform internal inspections daily, in accordance with approved procedures.

### 9.2.1 Maintenance Functions

Each contractor provides the same basic maintenance functions. Each contractor performs all levels of maintenance on revenue vehicles and support vehicles, including cars, trucks and vans. The intense emphasis on assuring that the fleet support equipment operates effectively and efficiently has a direct relationship to the organization’s ability to provide on-street service supervision and support, which directly supports the Safety Management System.

The contractors are responsible for preventive maintenance, of revenue collection equipment, and bus electronic fare boxes and ticket vending machines (TVM’s). Contractors are also responsible for passenger shelters, benches, bus stops, parking lots and other related facilities within their operations.

Transit contractors are responsible for preventive maintenance of vehicle and fixed-end electronics systems. This includes portable and mobile radios. Other equipment such as surveillance equipment (security cameras and recorders), message signs, electronic gates, radio consoles and antenna sites are the responsibility of the RTC. This maintenance enables RTC to conduct safe and secure transit and maintenance operations on its buses and at its facilities.

Preventive maintenance includes periodic inspections and programmed testing or replacement of wearable components. Performance of preventive maintenance inspections (PMI's) occurs on a scheduled basis on all RTC assets. PMIs comprise a majority of the maintenance workload and are a key method in the prevention of failures that could result in safety-related incidents. Major systems, such as wheelchair lifts, air conditioning, and heating and fire suppression are the subject of PMI's.

Contractors (RIDE and ACCESS) are responsible for performing numerous tasks including:

- Yearly State safety inspection on revenue vehicles.
- Preventive maintenance inspections and minor repairs to the entire vehicle and its components on a scheduled basis.
- All necessary repairs found during inspections or from road defect reports.
- All cleaning and servicing to vehicles, from the daily cleaning, fueling, and fluid top-off, to complete interior major cleaning and mechanical system steam cleaning.

RTC or other Contractors maintain RTC property and equipment, such as the administration building and transit centers that not maintained by the service providing contractors.

### 9.2.2 Safety-Related Standard Operating Procedures

Maintenance personnel work with established safety-related Standard Operating Procedures (SOPs), including Lock-Out/Tag-Out, hazardous materials and other applicable topics. Safety-related SOPs developed by each Contractor's maintenance division are must be submitted to the SSC for review and approval.

### 9.2.3 Correction of Defects

Discover of defects occurs four ways: 1) defect reports used by coach operators or other end-users that identify problems; 2) service interruptions, such as road calls; 3) PMIs; and maintenance reviews. Correction of all defects found must in accordance with approved procedures.

## 9.2.4 Inspection Programs

The maintenance technicians perform regular equipment, facility and systems inspection programs that monitor the safety, reliability and cleanliness of the Contractor maintenance programs. There is referral to the SSC for assistance in finding an acceptable resolution for any potential hazard not reduced or eliminated through regular management procedures found during inspection.

## 9.2.5 Quality Assurance

Quality Assurance (QA) monitors compliance with established maintenance procedures and policies, as well as assists in the resolution of technical problems. QA personnel conduct routine review of all service interruptions and categorize them for summarization at the senior management level.

## 9.2.6 Warranty

Conduction of the warranty function occurs partly by contractors and partly by RTC personnel. Jointly, they are responsible for claims recovery on premature failures of warranted parts, components and systems throughout the bus fleets. Recovery may consist of cash, parts, labor, or any combination thereof. The contractor is responsible for identifying and documenting warrantable fleet defects, and offers a formalized process for responding to potential safety problems. RTC is responsible for contractually resolving warranty issues for RTC procured vehicles. The RTC is also responsible for warranty implications associated with the fare box, ticket vending machines and communication systems. The contractor is responsible for the warranty of any repair parts or equipment purchases.

## 9.2.7 Bus Maintenance Inspections

Performance of preventive vehicle maintenance inspections and repairs must be in accordance with approved maintenance procedures on a regularly scheduled basis, and monitored for completion and continuous improvement. Management notification providing maintenance information occurs if there are missed schedule intervals and corrective action taken. All maintenance checklists shall include recommended manufacturer, supplier, or builder procedures, programs, and guidelines.

State Emissions Inspections and Emissions Opacity Testing: RTC sends all gasoline- powered vehicles to external sources for emissions testing and certification. Although not a regulatory requirement, RTC conducts an annual opacity test for all heavy-duty buses. Correction and documentation of problems occurs prior to equipment returned to service.



Preventive Maintenance Inspections (PMI): All revenue, non-revenue and off-road support equipment is subject to scheduled PMI processes in accordance with the manufacturers' guidelines. Proactive assurance fleets are safe and well maintained is provided by the inspection processes.

Post-Accident Quality Assurance Inspections: Each Contractor shall conduct formal post-accident inspections on vehicles when there is an indication that parts or vehicle system failure may have contributed to the accident.

Communications Equipment System Inspections: Fleet radios and fixed stations undergo periodic inspections and repairs by outside vendor(s) as provided by the RTC. Each Contractor (RIDE, ACCESS) are responsible for assuring the overall functionality of their equipment and processes, including portable, mobile and fixed-end applications.

Other Shops Maintenance Inspections: The heavy repair (major component) facility, brake and battery shops and paint and body repair facility have developed internal processes and inspections procedures to assure conformance to established standards.

## SECTION 10: RULES/PROCEDURES REVIEW AND ENFORCEMENT ACTIONS

RTC ensures that annual reviews are performed for all safety rules/procedures and necessary revisions made. Change of conditions may also dictate when to make revisions. A review and revision of safety rules and procedures occurs in accordance with any changes to federal, state and local codes.

The RTC encourages employees and contractors to report unsafe conditions or situations. Employees and contractors shall report unsafe conditions, situations or incidents to management without fear of reprisal. The RTC's safety and health program will only be effective if all employees and supervisors are accountable for their responsibilities and safety performance. Front line supervisors may be the best choice for administering disciplinary action for minor violations. However, upper level management administers disciplinary actions for more serious violations. In general, addressing violations of safety rules and policies occurs in the following manner.

- |                     |                                  |
|---------------------|----------------------------------|
| 1. First incident:  | Verbal warning                   |
| 2. Second incident: | Written reprimand                |
| 3. Third incident:  | Written reprimand and suspension |
| 4. Fourth incident: | Termination                      |

Examples of employee behaviors resulting in disciplinary action can include:

- Failing to comply with safety rules
- Use of unsafe methods
- Failing to report injuries
- Failing to use required personal protective equipment
- Making safety devices inoperable by removing, adjusting or disconnecting them

## SECTION 11: TRAINING AND CERTIFICATION REVIEW AND AUDIT

### 11.1 Training and Certification Review and Audit

Proper documentation, regular review and update of all RTC and contractor training programs occurs as needed. There will be an annual review and full audit every three years of each training program. RTC officials, or their consultants, will review all training. The purpose ensures training of employees who can demonstrate their understanding of what they have learned. Contractors accomplish training of operations and maintenance employees in accordance with the provisions of their contract with the RTC, which also includes a requirement to comply with content of this SMSP. It is each contractor's responsibility to ensure that workers are knowledgeable, skilled and always focused on safety while carrying out their assigned responsibilities.

### 11.2 Contractor Training Programs

Contractor's training programs include licenses, training completion, internal and external certifications required by title or job responsibility. Contractors must ensure FTA defined safety-sensitive jobholders are provided all required training and certification on an on-going basis. Safety-sensitive jobs are coach operator, mechanic, dispatcher, and armed officer. In general, training should document skills performance, knowledge of operational procedures, emergency procedures, equipment usage, new equipment configurations, OSHA requirements and any other special requirements.

## SECTION 12: EMERGENCY RESPONSE PLANNING, COORDINATION, AND TRAINING

RTC has developed the System Security and Emergency Preparedness Program Plan (SSEPP). The SSEPP provides information relevant to all RTC employees and its contractors regarding emergency procedures, drill procedures, and the conduct of periodic disaster and emergency response actions drills, for all modes of transportation.

The SSEPP addresses:

- Security conditions and capabilities,
- Threat and vulnerability resolution process,
- Threat levels and alerts,
- Security and emergency procedures,
- Related training and evaluation, and
- All-hazards emergency response.

All RTC and contractor personnel involved with the public must receive training in emergency operations and participate in emergency drills as part of their recurrent training.

RTC and contractor personnel must follow emergency management procedures contained in Appendix A.

## SECTION 13: SYSTEM MODIFICATION REVIEW/APPROVAL PROCESS

### 13.1 System Modifications

Major modifications to systems, equipment or vehicles must address safety concerns and hazard through a safety certification process. Minor system modification require addressing safety concerns and hazards in the same way as major modifications. System modification often results from systems testing, observations, inspections, data analyses and equipment failures due to design problems, hazard reports, accident investigations, and internal or external audits. Proposal of modifications may occur as a means of improving a system's efficiency, maintainability and performance, or in order to eliminate or control hazards.

For elements involving either the bus fleet or infrastructure, the design, construction and coordination procedures applicable are in the appropriate RTC contract documents. It is the responsibility of the department drafting the specifications for the equipment, system or facility to assure that safety requirements specification in procurement documents.

The RTC SSC reviews modifications effecting safety and security to systems, equipment and vehicles through the Safety and Security Certification Process. Transit system expansion or reduction (e.g., addition of BRT service) requires safety and security certification. The Handbook for Transit Safety and Security Certification, FTA 2002, provides a 10-step safety and security certification process. Safety and Security Certification of projects involves the project management team, project safety and security certification committee, preliminary hazard analysis team, contractors and consultants for completion. The process requires review and approval of certification and a verification recommendation by the Executive Director. The SSC reviews and approves equipment and vehicle safety and security certification as well.

## 13.2 Safety Requirements for Modifications

The RTC and its representatives will approve incorporated modification and configuration control requirements into all contracts in order that changes to the design of equipment and facilities documentation. Changes to designs after completion (sign off) of reviews are to be coordinated between RTC, its representatives, and the contract holders. Included in the contracts are compliance with safety assurance; modification and configuration control; safety analysis; evaluation and review. General areas most affected by system modifications and configuration controls include: vehicles, communications, fare collection and maintenance facilities.

Procurement of new systems, facilities, and equipment for RTC includes safety requirements in specifications and design reviews, and the testing, evaluation, and certification of the new systems (including configuration). It is the responsibility of the specifier (RTC, Contractor, or vendor) of new systems to assure to the RTC that safety requirements are included in the procurement process.

## 13.3 Security Requirements for Modifications

The RTC will ensure that facility modifications include provisions that are consistent with current security systems for electronic access control, locks and keys, intrusion detection and closed-circuit television system. Accomplishing facility modification must ensure that there is a consistent philosophy and implementation for the RTC's security systems.

## 13.4 Special System Safety/Security Considerations

RTC requires special consideration to the following in contracts affecting system components:

- Compatibility with the safety features, design, and procedures of the existing system into the new designs. Design criteria includes crime prevention through environmental design (CPTED) concepts and fault tolerant principles must be incorporated into all designs of new systems, including hardware, software, equipment, and facilities, when failures would cause a catastrophic event resulting in death or injury to persons, or damage to critical systems. As a prerequisite, there will be no consideration to new designs unless they proved safe and effective in operation elsewhere.
- Avoidance, eliminations, or reduction of identified safety hazards caused by design change; the inclusion of safety devices; or introduction of new or additional parts or materials, must be built into the designs.
- Components must be located so that access by personnel during operation, maintenance, repair, or adjustment does not require exposure to hazards (such as electrical shocks, burns, sharp edges or points and dangerous or toxic materials) beyond acceptable risks.
- Designs must minimize damage to equipment or injury to personnel in the event of an accident or catastrophe.

- Proper design must avoid undue exposure to physiological and psychological stress, which might cause errors leading to accidents or catastrophes.
- Provision of suitable warning and caution notes must be included in the vendors' instructions for the operation, assembly, maintenance, and repair of their products, and the imposition of distinctive markings for personnel protection on hazardous components, equipment or facilities.
- Developed staff training programs for all new systems or modifications, submitted to the RTC for approval, and personnel trained prior to final acceptance of the system or modification.

## SECTION 14: SAFETY DATA ACQUISITION/ANALYSIS

The RTC, its consultants and contractors conduct proactive safety and health activities, including periodic inspection of facilities and construction projects, documented industrial hygiene surveys, and other occupational health assessments.

Safety related data will also be collected through review of operational and maintenance reports, accident reports, hazard analysis, injury/illness/incident investigations, performance reviews, customer complaints, claims, supervisory observations, and safety audits. Collected data will be analyzed and arranged in a manner that allows ready comparison with past safety performance in similar areas. Investigation or patterns of reduced safety should occur and if warranted, recommendations made to improve safety to previous levels or better.

Careful review of safety data, such as accident reports, claims, customer complaints, etc., should continue for an acceptable period after the implementation of a hazard resolution. Comparison of "before-and-after" statistics can also provide confirmation that the resolution is effective.

Annual Safety Report: Collected safety data, and the results of analysis of that data, will constitute significant parts of the Annual Safety Report. SSA will prepare this report it then signed by the Executive Director and sent to the RTC Board, and other selected entities. The report will include a narrative assessing RTC and contractor safety performance for the year.

## SECTION 15: INTERDEPARTMENTAL/INTERAGENCY COORDINATION

RTC has a system of continuing verbal and written communication procedures in place to ensure interdepartmental, contractor, and interagency coordination is occurring. Proper implementation of the contents of this Safety Management System Plan will help to achieve an open line of communication throughout the organization. It is prudent to involve employees in the planning, implementation and necessary improvements needed to enhance their personal workplace safety. Employee solicitation of solutions to safety and health problems is essential. RTC will ensure its employees, and its Contractors contribute to safety and health objectives through participation on safety committees and teams.

RTC recognizes the benefits of developing and maintaining open lines of communication with its peers, local emergency service providers and others in supporting community safety. As such, RTC participates in local community groups that plan and exercise safety and emergency action plans for Northern Nevada. In addition, RTC works with other providers as needed on statewide initiatives or efforts designed to improve emergency and safety preparedness. RTC's key leaders and the SSA act as liaisons for such work and communication.

## SECTION 16: CONFIGURATION MANAGEMENT

The RTC SSC reviews modifications effecting safety and security to systems, equipment and vehicles through the safety and security certification process. The RTC provides change control for its operations through its contractors. Contractors must follow configuration control procedures to assure that changes to facilities, hardware, operating and support systems ensure the modified system meets all approved safety standards, and ensure that the changes do not degrade safety or performance. The SSC provides final approval or recommendation for approval of the change control process.

Equipment Warranty, Fleet Defects and Maintenance Campaigns: Contractor's Maintenance Divisions carefully monitor new coaches and vans to ensure identification, documentation and recording all premature failures of parts, components and assemblies. Maintenance staff will file appropriate claims against the manufacturer for the repair or replacement of the failed element(s) while assuring that the corrective action satisfies and sustains the original equipment configuration. Declaration of a formal fleet defect occurs when failure rates meet or exceed the percentage agreed upon in the respective contract. RTC Public Transportation & Operations will make the Declaration. RTC Public Transportation and Operations, and contractor maintenance staff coordinate manufacturer Corrective action campaigns to assure that such repair campaigns satisfy all configurations, functionality and quality requirements.

Technical Library: Each primary Contractor will maintain a technical library to ensure the availability of current maintenance procedures and parts information. The library is a reliable source for current information of maintenance campaigns and service bulletins, component catalogs, fleet assignments and other information that is necessary to assure required maintenance and configuration control.

### 16.1 New Systems Configuration Management

Verification of compliance with safety requirements contained in the specifications occurs by using coordinated reviews of contractual documentation, system design reviews, assessment of failure modes and criticality analyses, fault-tree analysis and preparation of test results. Assessed during this verification effort, are adherence to configuration control and other appropriate management procedures.

Contractors are required to prepare and submit “as-built” contract drawings after new projects, or overhauls or rehabilitation of the transit fleet, system equipment and facilities are completed. Design changes made after completion of design review will be coordinated with the Contractor Service Providers and the Public Transportation and Operations Department.

New Coach/Van Purchases: There is assignment of a project manager (PM) to each new bus procurement. The PM is responsible for coordinating, monitoring and controlling all aspects of the new contract and the ultimate equipment configuration. Review of RTC’s technical specifications in the manufacturing plant for each new bus contract promotes and ensures full understanding of the required vehicular configuration. Upon final inspection, release and acceptance at RTC, the PM is to ensure that a post-delivery audit of the bus equipment and records to assure that the agreed-upon equipment configuration standards have been satisfied.

## SECTION 17: EMPLOYEE SAFETY PROGRAM

RTC and its operations and maintenance contractor employee safety programs are intended to reduce substantially the number of accidents and injuries occurring within its facilities and to ensure that when they do occur that they are handled properly. The Employee Safety Program incorporates all applicable local, state, and federal requirements including employee right to know provisions.

The SSA in conjunction with RTC Human Resource Section and others as required, review employee accidents, incidents and injuries that occur, and develop programs and initiatives to reduce event numbers. The SSA also meets with supervisors at RTC facilities to ensure the implementation of the appropriate OSHA requirements.

RTC and contractor employees must become familiar with all policies and procedures, and learn how to perform their jobs safely and efficiently. RTC encourages the use of documented on-the-job training, classroom and specialty training, to contribute to a successful safety and health program. The training effort includes hazard recognition, regulatory compliance and accident prevention. Reinforcement of training occurs through regular follow-ups with employees. This document is an integral part of the employee safety program.

As part of the employee safety program, the RTC and its contractors encourage the use of three motivational techniques: communication, incentives/awards/recognition, and employee surveys. Effective communication within the organization keeps employees informed about policies, procedures, goals and progress. Bulletins, board notice newsletters, meeting and other forums, contribute to awareness and a proactive approach toward safe conditions. RTC also requires compliance with all laws and regulations (e.g., OSHA, ADA) that enhance worker dignity, safety, health and productivity.

## 17.1 Industrial and Occupational Safety and Health

Each RTC Department is responsible for industrial and occupational safety and health for its employees and each contractor is responsible for the occupational safety and health of its employees. The RTC requests consultative reviews from the State of Nevada OSHA – Safety Consultation and Training Section encompassing all facilities and operations. The SSA will provide consultancy services and oversight of employee safety and training programs through the following work activities:

- Investigation of employee injuries
- Safety training at new employee orientation
- Periodic training covering applicable industrial and occupational safety topics
- Implementation of corrective action to reduce hazards identified in the workplace
- Periodic inspections to evaluate the safety of the facility
- Annual updates to the Emergency Action and Evacuation Plans

## 17.2 Personal Protective Equipment

All personnel participating in work actions or activities subject to personal protective equipment (PPE) requirements must be notified, trained, equipped and in its use. RTC departments and contractors are responsible for providing the necessary PPE. Employees are required to use PPE in work actions or activities subject to regulation or requirement.

## 17.3 Interdepartmental, Contractor and Interagency Coordination

RTC has a system of continuing verbal and written communication procedures in place to ensure interdepartmental, contractor, and interagency coordination is occurring. Proper implementation of the contents of this document will help to achieve an open line of communication throughout the organization. It is prudent to involve employees in the planning, implementation and necessary improvements needed to enhance their and their fellow workers, personal workplace safety.

## 17.4 Operating Environments and Passenger Facility Management

Passenger facility management at each RTC location servicing the public will provide a clean, safe and secure environment for customers. Cleaning and repairs of bus stops and shelters occur daily and as necessary based on customer feedback.



## 17.5 Employee Work-Related Injuries

Employees involved in a work-related accident are required to report the accident to a supervisor, who must document the accident utilizing approved report forms. A claims adjuster, hired by either the RTC or the Contractor as applicable, classifies the type of accident before incorporating the claim into the administrative process. RTC and its contractors have a formal return-to-work program, which encourages employees to return to work, with restrictions, in a modified duty assignment. The hazard management process describes the methodology used to reduce employee work-related injuries. A review of all accidents passenger or public injuries and employee injuries occurs for hazard identification, classification, risk, mitigation and follow-up to reduce or eliminate reoccurrence.

Safety-sensitive personnel (operators, dispatchers, mechanics and armed officers) will immediately report any work-related injury to a supervisor. The supervisor will ensure any necessary emergency response, documents the incident and initiates the administrative process.

## SECTION 18: HAZARDOUS MATERIALS PROGRAM

The Public Transportation Department is responsible for mandating safety requirements in its service provider contracts. The RTC's purchasing authority is responsible for mandating safety requirements in its vehicle procurement, facilities design and construction contracts. Both departments require compliance from vendors with RTC's safety requirements. The SSA is responsible for ensuring that the RTC and its contractors meet requirements related to the safety of RTC employees and property, contractor employees and property and the public.

Operational and passenger safety are the highest priorities when defining vehicle and facilities design requirements. Established design criteria ensure the equipment and installed materials meet or exceed all safety, flammability and environmental requirements, and meet all state and federal standards and regulations in effect at the time governing the specific equipment and materials used. Verification of contract compliance, commence with the design phase, continue through construction and final acceptance with inspections and testing by qualified consultants or RTC personnel.

### 18.1 Hazardous Materials Management Plan

RTC has, and requires its contractors to have, a Hazardous Materials Management Plan (HMMP) for each operating facility. Among other requirements, each HMMP must assist the local fire department in the event of their response to a hazardous material (HAZMAT) emergency. Each HMMP is site-specific and describes features of RTC systems and equipment required for compliance with pertinent statutes, ordinances and regulations. The HMMP requires each contractor to name a facility emergency contact person and/or position, and list the types and location of chemicals stored at the facility. Facility information includes items such as floor plans, hazardous material storage locations, staff evacuation locations, etc.

Each Contractor oversees the storage, handling, approval, and use of hazardous materials at RTC facilities. Contractor must ensure compliance with federal, state and local regulations regarding the generation, handling, storage or disposal of hazardous material or waste at these facilities. The Contractor maintains and updates all the hazardous material permits and fees necessary for each facility. They are responsible for updating and maintaining all Safety Data Sheets (SDS) and Chemical Materials Control Forms for their sites. They provide a copy to the SSA for inclusion in the facilities master list.

Each facility has its own Emergency Response Plan (ERP) that outlines the procedures for utilizing and maintaining personal protective equipment, spill prevention countermeasures and control plans and spill contingency plans.

The RTC and each Contractor is also responsible for coordinating the hazardous materials training of their personnel. The Contractor, with consultation from the SSA as needed, is responsible for purchasing personal protective equipment for employees, and controlling chemicals and other hazards in the workplace.

## 18.2 Purchasing Hazardous Materials

The RTC requires vendors to attach a Safety Data Sheet (SDS) with each hazardous chemical shipment in order for its acceptance. The Contractor's purchasing agent(s) have the following responsibilities in addition to daily activities:

- Ensuring that the procurement process complies with established procedures for evaluating materials and products.
- Establishing procedures that require their internal safety department coordination for identification and purchase of safety-critical/hazardous materials.
- Developing, maintaining and utilizing a list of hazardous substance acquisition, handling, labeling, storage, disposal and record keeping.
- Establishing and maintaining a standard procedure for evaluation of all potentially hazardous materials with their internal safety department personnel.
- Annually reviewing inventory requirements for defined safety-critical items.

## 18.3 Hazardous Communication (HAZCOM)

Each Contractor has a Hazard Communication (HAZCOM) Program, for all new employees who work with or exposed to, chemicals or other hazardous materials in their work environment. All employees also receive annual training. The program design is to inform employees about the following:

- The “Right to Know” Laws
- Workplace chemical lists
- How to read and interpret information on labeling systems
- How to read and interpret information on Safety Data Sheets (SDS)
- Physical and health hazards in the workplace
- Protective measures, specific work procedures and personal protective equipment
- Methods and observations to detect the presence or release of a hazardous material.

## SECTION 19: DRUG AND ALCOHOL ABUSE PROGRAMS

The purpose of the RTC Drug and Alcohol Policy is to prevent accidents, incidents and losses from alcohol and drug misuse. This policy also defines alcohol misuse and requirements for testing for prohibited drugs.

RTC developed its drug and alcohol misuse program to promote the safety of its patrons and employees by encouraging a drug-free workplace and by undertaking affirmative measures to deter and detect the use of illegal drugs and alcohol misuse in the workplace. RTC and its Contractors are responsible for administering this program for all their employees in safety sensitive positions.

The policies and procedures conform to the drug and alcohol regulations of the United States Department of Transportation Federal Transit Administration (FTA) (49 CFR Parts 40, 655) and are intended to accomplish the objectives of those regulations. The policy identifies employees subject to testing, testing requirements, prohibited behavior, consequences of positive results and resources for employee assistance and rehabilitation.

An RTC condition of employment for safety-sensitive employees is participation in prohibited drug use and alcohol misuse programs. Supervisors must not permit a safety-sensitive employee to perform his/her job function if the employee has violated any provision of the policy.

Covered Employees: All employees and contractors who perform safety-sensitive functions for the RTC are subject to the drug and alcohol-testing provisions set forth in the FTA regulations. The four categories of safety-sensitive functions are as follows:

- Revenue Vehicle Maintenance
- Revenue Vehicle Control/Dispatch
- Commercial Driver’s License/Revenue Vehicle Operations
- Armed Security Personnel

Circumstances for Testing: FTA requires that a drug testing safety-sensitive employees in the following circumstances:

- Pre-employment (new hires/transfers and return to duty)
- Reasonable suspicion
- Post-accident
- Random

Oversight of RTC and contractor compliance with Drug and Alcohol Program requirements is the responsibility of the SSA with reporting to the SSC.

## SECTION 20: CONTRACTOR AND CONSTRUCTION SAFETY

The RTC provides oversight site safety for contractor and RTC personnel during the conduct of construction projects, testing, and operations and maintenance activities. The level of RTC oversight, for construction, testing and operations and maintenance, as described in the following sections.

### 20.1 Contractor Safety Coordination

All contractor employees working on RTC property must comply with all RTC policies and procedures. RTC requires all operating, maintenance and construction contractors to provide a Safety Management System Plan. The SSA will review and approve the plan before the contractor can begin work. If the RTC finds that the contractor is not complying with the above requirements, RTC has the right to terminate the contractor's operations until achieving full compliance.

### 20.2 Construction Safety Program

The RTC's administration of construction safety reviews are in accordance with contract specifications and applicable federal, state, local and other safety requirements and shall be monitored through periodic audits and inspections of the construction safety program.

RTC Engineering Staff play a role in construction safety, beginning with the procurement process. Included in each procurement package is a notice requiring that the construction contractor comply with all local, state and federal safety rules and regulations. The contractor must submit its site-specific Safety Management System Plan to the RTC for review and approval prior to receiving a Notice to Proceed.

RTC staff members provide auditing and oversight of construction contractor compliance with their written safety plans. RTC conducts unannounced inspections of construction sites. Presentation of a report containing to the Contractor's Superintendent and the Project Engineer. When corrective action is required, RTC conducts follow-ups on outstanding safety deficiencies until eliminated.

Safety personnel may also attend weekly meetings to discuss the findings of prior week inspections and determine critical work activities for the coming week that may require onsite oversight.

Worker safety is of primary interest to all parties involved in the construction process. The unique nature of each work area involves construction practices that may expose workers to potentially hazardous conditions. Contractors, subcontractors and all other parties involved in the construction process, have a legal and contractual responsibility to perform work in a safe manner that is consistent with good construction practices. This obligation involves coordinating the efforts of all parties involved to implement effective safety management techniques.

## 20.2.1 Construction Safety Plans

For each awarded contract, the contractor must submit a written Construction Safety Plan (CSP). Subcontractors may either sign-on to the prime contractor's plan or submit their own CSP, as long as all activities are covered. The CSP must include the following items:

- Management Policy Statement
- Safety goals and objectives
- Responsibilities for all employee levels
- Construction Operating Rules and Procedures
- Hazard Communication Standard Compliance
- Emergency plans that require medical, fire, police and others to respond
- Safety training to be provided to construction workers
- Task specific safety requirements and supervisory oversight

Depending on the nature of the project, RTC may require the CSP include some or all of the following:

- Emphasis on compliance with regulatory/RTC safety requirements
- Copy of Contractor's written safety program and hazard communication program
- Identification of safety and health responsibilities
- Specific safety obligations, such as:
  - First aid facilities, emergency transportation and medical care
  - Furnishing of personal protective equipment
  - Drinking water
  - Toilets, job sanitation, etc.
  - Cleanup and trash disposal
  - Temporary electricity, water and heating/cooling as needed
  - Guardrails, scaffolds, ladders, cranes, etc.
  - Fire protection, fire extinguisher
  - Lighting and ventilation
  - Job site and associated parking lots
  - Requirements for pre-construction safety meetings

- Establishment of a disciplinary policy for subcontractor safety violations
- Identification of the subcontractor's job site Safety and Health Representative
- Identification of safety violations, which can result in shutting down a subcontractor's operations such as:
  - Imminent danger violations
  - Willful negligence or disregard for safety
  - Repeated safety violations, etc.

The following requirements are also required in the CSP.

Training: Contractors are responsible for safety education and training of all employees. As a minimum, the following is required:

- Supervisor and employee safety training
- Orientation training
- Emergency procedures
- Safety meeting
- Hazard communication standard
- Vehicle/equipment safety
- Specific hazards of work
- Use of personal protective equipment
- Employee training (excavation, confined space entry, asbestos, lead, etc.)

Inspection and Enforcement: The Contractor is responsible for regular inspection of employee work areas to ensure employees follow safe work practices. This includes periodic site visits and rigid enforcement.

Accident Investigation and Reporting: The Contractor reports all injuries within 24 hours to the Project Engineer or Manager. An accident investigation occurs immediately following an injury, and preventive measures enacted.

First Aid/Medical Services: The Contractor provides first aid capability to meet OSHA requirements. Subcontractors may choose to use the general contractor's resources only if included in the contract provisions.

Recordkeeping: Each Contractor is responsible for documenting safety activities on a monthly Safety Report. The report should include a record of contractor and subcontractor employees, documentation of training and housekeeping efforts, identification of any accident or incident report submitted during the month, and a summary of injuries and lost workdays versus hours worked.

Personal Protective Equipment: The Contractor is responsible for providing and inspecting all personal protective equipment. The general contractor has the responsibility to inspect and verify that the subcontractor is conducting the necessary inspection of safety equipment and that employees are wearing it when required.

Factors Influencing Subcontractor Safety Performance: For general contractors to demonstrate the importance of safety, they must make a firm commitment to influencing the way their subcontractors manage safety. Factors under the direct control of general contractors that influence subcontractor safety performance include:

- Effective project management
- Effective job coordination
- Emphasis on job safety
- Establishing a safe work environment

Subcontractor Safety Staffing: A Contractor or subcontractor shall assign an employee as a safety and health representative. This individual should be on site while the job is in progress and be responsible for coordinating the safety activities of the subcontracting firm. The safety representative should maintain a copy of the firm's Safety Program and have authority to take corrective action when needed.

## SECTION 21: PROCUREMENT

RTC requires its own and contractor procurement sections/departments to maintain a list of all harmful or toxic materials and substances and ensure that purchases do not include items listed as prohibited. In addition, each procurement section/department maintains a list of all safety critical material, along with incoming inspection procedures for each class of safety critical material.

Procurement sections/departments assure proper markings, labeling and storage of all chemical products and/or dangerous materials in storerooms; obtain and disseminate to all storage locations. Safety Data Sheets (SDS) on all chemical products used or stored by RTC or its contractors and supply SDS(s) to the SSA. Maintain and implement the procedures for the acceptance of all materials, and the performance of receiving inspections on safety critical materials received by the RTC or its contractors.

Procurement sections/departments will also be responsible for maintaining a complete inventory of material and database of all inspections performed.

## 21.1 Procurement Safety Responsibilities

- Safety-related procurement tasks include:
- Establishing and maintaining a standard procedure for evaluation of all potentially hazardous materials with safety personnel.
- Including safety performance standards on equipment specifications.
- Performing acceptance inspections on all safety critical material.
- Establishing procedures that require safety department coordination for identification and purchase of safety-critical and hazardous materials.
- Annually reviewing inventory requirements for defined safety-critical items.
- Assigning responsibility for monitoring procurement safety provisions of each contract and coordinating with the SSA as needed.
- Assigning responsibility for monitoring storage safety, including inspection and housekeeping standards to improve safety of the work environment.

## 21.2 Bus Procurement

The RTC Public Transportation Department and Purchasing Section (Finance Department) share responsibility for bus specifications and project management of bus procurements. The Project Manager is responsible for compliance to bus specification during their manufacture. The Project Manager is responsible for coordination of issues resulting after the vehicles are in service. The RTC SSC reviews and approves safety and security certification of all coaches and installed equipment. Safety and security certification must occur prior to revenue service.

The RTC Public Transportation Department is also the technical resource for all advanced technology procurements (e.g., hybrid propulsion or hydrogen fuel use, etc.). The RTC Public Transportation and Procurement Section is responsible for the purchase, assignment, accountability and disposal of support vehicles. The Public Transportation Department also provides a central source of expertise responsible for developing and coordinating technical solutions to equipment challenges fleet wide. Assignment of highest priority to revenue equipment malfunctions that compromise the safety of RTC's contract operators, patrons and community. They also are responsible to review and approve any contractor suggested modifications to the vehicles. The SSC provides oversight of this function through the safety and security certification process and monitoring of system safety.

## 21.3 Facility Procurement and Development

The Engineering Department manages plans and specifications. It ensures that all plans and specifications meet RTC format quality standards and notarized by a professional engineer registered in the state of Nevada. The Engineering Department receives all changes clearly identified on engineering plans, specifications and as-built drawings.



The RTC SSC reviews and approves the safety and security certification of all facilities prior to use in revenue operations, passenger, public or employee use. The SSC provides oversight of facility project safety and security certification through the processes of design, construction, installation, testing and implementation.

## **SECTION 22: ALTERNATIVE FUELS AND SAFETY**

Safety considerations include Contractor's full compliance with federal, state and local regulations, policies and procedures relating to vehicle compressed natural gas and diesel fueling, and fueling infrastructure, operator and technician training, vehicle inspection, maintenance and repairs; and facilities inspection. Oversight of contractor compliance with safety rules and procedures is the joint responsibility of the Public Transportation Department and the SSA.

## **SECTION 23: OPERATING ENVIRONMENT AND PASSENGER FACILITY MANAGEMENT**

Passenger facility management at each RTC location servicing the public provides a clean, safe and secure environment for customers. Cleaning and repairs of bus stops and shelters occurs daily and as necessary based on customer feedback. See Sections 9 and 10 regarding safety inspections and maintenance audits/inspections of these facilities.

## **SECTION 24: SECURITY**

RTC contracts with the private sector for provision of security services as described in the System Security and Emergency Preparedness Plan (SSEPP) see Section 3. In addition to providing security, the Armed-Security Officer Contractor also provides various safety and emergency response services at the Centennial Plaza and 4<sup>th</sup> Street Station transit centers. The security Contractor is responsible for hiring and training their employees. All Contractor contracts contain performance standards, including the requirements of this SMSP.

## **SECTION 25: EXTERNAL AUDIT PROCESS**

Local, state and federal agencies may require periodic external safety audits. The RTC will conduct periodic external safety audits utilizing contractors, consultants or staff of other organizations as needed. Use of resources, such as the APTA Bus/Rail Safety Management Audit Program, for audit RTC SMS program.

## SECTION 26: SAFETY PROMOTION

It is important to provide safety information to all employees and contractors. The RTC provides safety communication to employees holding safety-sensitive jobs through monthly safety meetings, newsletters, bulletins, poster boards and daily electronic messaging. Safety communication content includes safety-related hazards and safety risks they encounter. Examples include accident frequency, severity and causation.

Other content includes changes in safety policies, activities and procedures and actions taken in response to reports from the employee safety-reporting program. Employees not in safety-sensitive jobs receive communication in the form of quarterly newsletters and electronic messages, monthly department meetings and semi-annual all staff meetings.

Ways in which the RTC and contractors ensure understanding of communications include asking what employees heard, asking if they can explain the message to others, employing use of matching communication styles (photographs and stories vs data, graphs and charts) and eliciting visual cues of understanding.

## APPENDIX A – EMERGENCY PROCEDURES FLIPCHART

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*Emergency Procedures Flipchart* is in the following section: “Other”.

## APPENDIX B - LIST OF ACRONYMS

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ANSI	American National Standards Institute
ADA	American Disabilities Act
APTA	American Public Transportation Association
CAP	Corrective Action Plan
CDL	Commercial Driver's License
CNG	Compressed Natural Gas
CPR	Cardio-Pulmonary Resuscitation
CSP	Construction Safety Plan
DOT	Department of Transportation
DWI	Driving While Intoxicated
ERP	Emergency Response Plan
FTA	Federal Transit Administration
HAZCOM	Hazard Communication
HMMP	Hazardous Material Management Plan
ISTEP	Intermodal Security Training Exercise Program
SDS	Safety Data Sheets
NDOT	Nevada Department of Transportation
NTSB	National Transportation Safety Board
PM	Project Manager
PMI	Preventive Maintenance Inspection
RTC	Regional Transportation Commission of Washoe County
SOP	Standard Operating Procedure
SSA	Security/Safety Administrator
SSC	Security/Safety Committee
SSEPP	System Security and Emergency Preparedness Program Plan
SMSP	Safety Management System Plan
TSA	Transportation Security Administration
TVA	Threat and Vulnerability Assessment
TVM	Ticket Vending Machine
VIPR	Visible Intermodal Prevention and Response Team

## APPENDIX C - GLOSSARY OF TERMS

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**Emergency:** A situation which is life threatening to passengers, employees, or other citizens which causes damage to any transit vehicle or facility or results in the significant loss of services and reduces the ability of the system to fulfill its mission.

**Fatality:** A transit-caused death that occurs within 30 days of transit incident.

**Hazard identification:** The process of using numerous tools to recognize and evaluate hazards.

**Hazard resolution:** The analysis and subsequent actions taken to reduce to the lowest level practical the risk associated with an identified hazard.

**Hazard severity:** The process of using subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies or procedural efficiencies for system, subsystem or component failure or malfunction, categorized as follows:

- Category I (Catastrophic) May cause death or loss of a significant component of the transit system, or significant financial loss.
- Category II (Critical) May cause severe injury, severe illness, major transit system damage, or major financial loss.
- Category III (Marginal) May cause minor injury or transit system damage or financial loss.
- Category IV (Negligible) Less than minor injury, occupational illness, or system damage.

**Injury:** Any physical damage or harm to a person that requires immediate medical attention and hospitalization.

**Safety:** Freedom from danger.

**Security:** Freedom from incidental danger.

**Security incident:** An unforeseen event or occurrence that endangers life or property and may result in the loss of services or system equipment.

**Security threat:** Any source that may result in a security breach, such as a vandal or disgruntled employee; or an activity, such as an assault, intrusion, fire, etc.

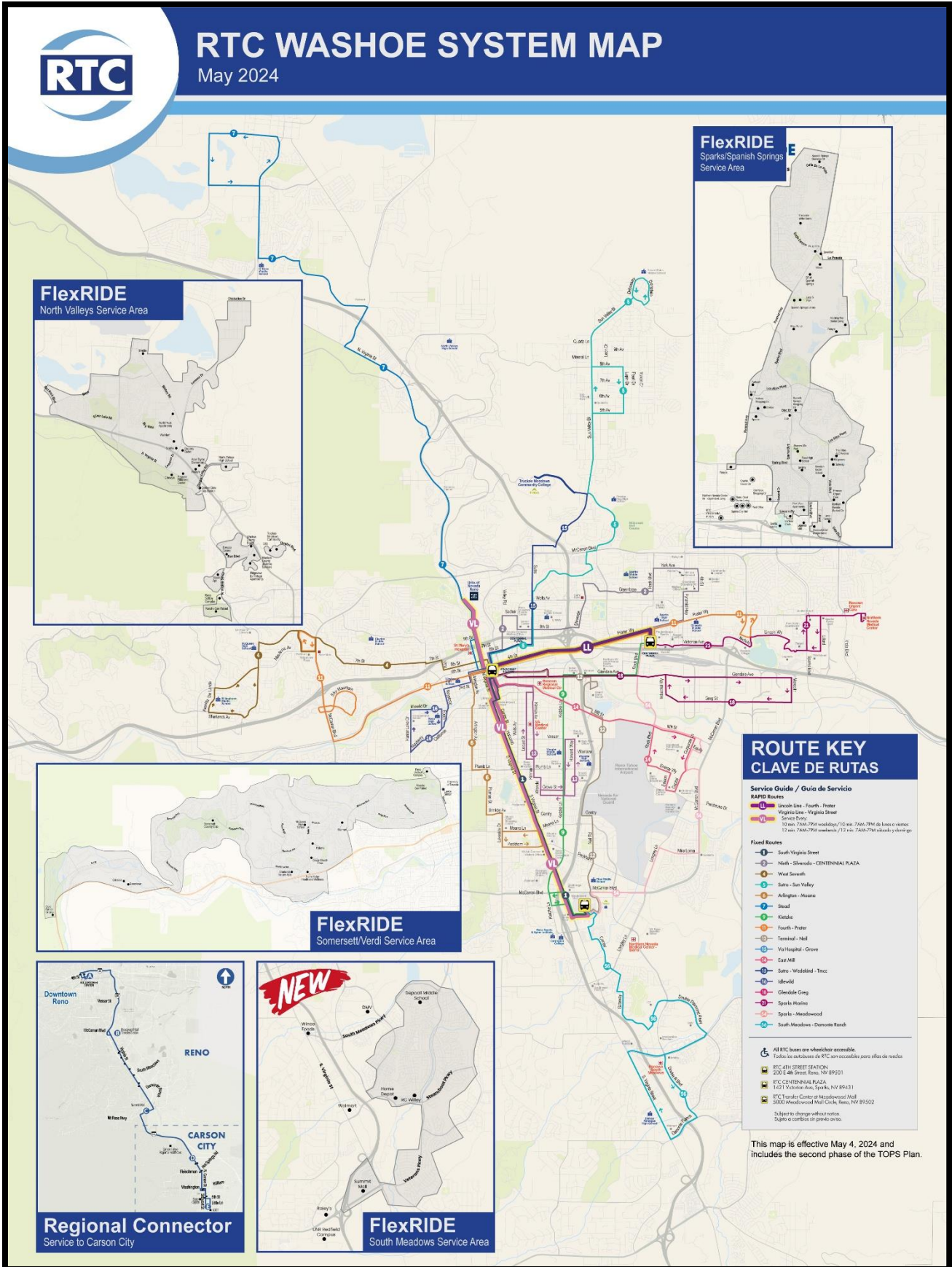
System: A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating and training) which are integrated to perform a specific operational function in a specific environment.

Threat: Any real or potential condition that can cause injury or death to passengers or employees or damage to or loss of transit equipment, property, and/or facilities.

Unsafe condition or act: Any condition or act that endangers life or property.

Vulnerability: Characteristics of passengers, employees, vehicles and/or facilities that increase the probability of an unsafe condition or act.

**TABLE 1 – RTC WASHOE SYSTEM MAP**





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item: 5.1.**

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Future Plans for Improvements at 4th Street Station**

**RECOMMENDED ACTION**

Receive an update on future plans for improvement at 4th Street Station for discussion and possible direction.

**BACKGROUND AND DISCUSSION**

RTC's Fourth Street Station (4SS) was constructed in 2010 and is the primary transit hub for the region's public transit service. This station serves 17 of RTC's 20 routes, is the connection point between RTC's two high-frequency Bus Rapid Transit lines, and has approximately 4600-4800 daily boardings. This 2.6 acre site is currently bounded on three sides by Evans Avenue, Fourth Street, and Lake Street.

RTC and the City of Reno have been discussing the possibility of RTC acquiring property from the City of Reno to potentially expand the use of the existing 4th Street Station. There are a number of parcels that are currently owned by the City of Reno, primarily vacant or underutilized, and that could be re-purposed by RTC to provide greater public value. RTC anticipates it would potentially utilize these parcels to advance its sustainability efforts through the installation of additional electric bus charging stations and improve the overall passenger experience by modifying pedestrian circulation, adding additional bus bays, and other enhancements to the facility. RTC staff and the City of Reno are discussing options for next steps. Before any formal action is taken, staff will conclude the necessary federal environmental review process and will present plans to the Board for their approval in accordance with RTC management policies.

In addition to these expansion efforts, RTC staff is proposing a partnership with the Downtown Reno Partnership (DRP) to establish new DRP offices at 4th Street Station. DRP has played a vital role in addressing homelessness and improving safety in Downtown Reno. Their ongoing partnership with RTC has been instrumental in enhancing public welfare in the area, and specifically around RTC's busiest transit hub. By establishing DRP offices at 4th Street Station, RTC would aim to strengthen safety at the station, improve the overall transit experience for passengers, and foster a more inclusive environment for all residents and visitors in and around the station. This strategic investment in community safety will not only

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provide additional resources at the station but also reinforce RTC's commitment to supporting vulnerable populations while enhancing the safety of our transit system.

Staff will present the Board with information on both efforts to receive the Board's input and direction.

**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:** 10/18/2024

**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 taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**Agenda Item: 6.2.**

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

**SUBJECT: Federal Report Discussion**

**RECOMMENDED ACTION**

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 10/18/2024

**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 or designated NDOT Deputy Director - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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