

Location:



REGIONAL TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 8:00 A.M. - Friday, November 15, 2024

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

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

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 10/18/2024 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 Engineering Activity Report. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Public Transportation and Operations report for November. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Community Outreach and Media Activity Report. (For Possible Action)
- 4.2.6 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)

4.3. Engineering Department

- 4.3.1 Approve an administrative settlement in the amount of \$389,000 authorizing RTC to acquire a fee simple interest in the entirety of APN: 013-082-19 from Dittler Properties, LLC for the Mill Street Capacity and Safety Project; approve a short-term lease with Alltaken, Inc., to provide more time for tenant relocation efforts. (For Possible Action)
- 4.3.2 Approve an administrative settlement in the amount of \$76,730 authorizing RTC to acquire certain property interests related to APN: 013-081-29 from Golden Valley Holding, LLC, for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.3.3 Approve an administrative settlement in the amount of \$115,790.25 authorizing RTC to acquire certain property interests related to APN: 012-201-23 from Wilson Bros. Sales, for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.3.4 Approve an administrative settlement in the amount of \$54,479 authorizing RTC to acquire certain property interests related to APN: 012-220-19 & 012-220-36 from Erik Litak for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.3.5 Approve a contract with Kimley Horn and Associates, Inc., for design services and engineering during construction services for the Stead Signal Improvements Project, in an amount not-to-exceed \$456,047. (For Possible Action)
- 4.3.6 Approve a contract with HDR, Inc., for design services and engineering during construction services for the La Posada Corrective Project, in an amount not-to-exceed \$395,413. (For Possible Action)
- 4.3.7 Approve Amendment No. 1 to the contract with Jacobs Engineering Group, Inc., for additional services related to coordination and design effort associated with the Construction Manager At Risk (CMAR) project delivery method for the Sierra Street Bridge Replacement Project, in the amount of \$498,490, for a new total not-to-exceed amount of \$4,151,618. (For Possible Action)
- 4.3.8 Approve a contract with Wood Rodgers, Inc., for design and optional engineering during construction services for the Traffic Signal Modifications 26-01 Project, in an amount not-to-exceed \$391,730. (For Possible Action)
- 4.3.9 Approve a contract with HDR Engineering Inc., for design and optional engineering during construction (EDC) for the Traffic Signal Fiber 26-01 Project, in an amount not-to-exceed \$554,491. (For Possible Action)
- 4.3.10 Approve a contract with HDR Engineering, Inc., to conduct a Transportation Systems Management and Operations (TSMO) Capability Maturity Model (CMM) assessment of the RTC, in an amount not-to-exceed \$181,760. (For Possible Action)

4.4. Public Transportation/Operations Department

- 4.4.1 Approve a contract with WSP USA, Inc., to conduct a study to evaluate the feasibility of developing a commuter or employee-access rail system to provide a reliable alternative mode of transportation for daily workforce commuting between the Reno/Sparks area and the Tahoe-Reno Industrial Center located in Storey County, in an amount not-to-exceed \$797,517.81. (For Possible Action)
- 4.4.2 Approve a Contribution Agreement with the Downtown Reno Business Improvement District, a private Nevada nonprofit corporation, in an amount not-to-exceed \$100,000 per year for three years for transit related purposes, including ambassador services, cleaning/maintenance services, augmented police services, and other special services within the Reno Business Improvement District located in the vicinity of downtown Reno. (For Possible Action)
- 4.4.3 Approve Amendment #12 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for normal service in the second two option years to \$77.27 in FY26 and \$78.42 in FY27, increase the rate for special/extra service in the second two option years to \$45.47 in FY26 and \$46.57 in FY27, and increase the Fixed Monthly Payment in the second two option years to \$86,615 in FY26 and \$89,011 in FY27; authorize the Executive Director to exercise RTC's option for the second two option years. (For Possible Action)
- 4.4.4 Approve a contract with Complete Coach Works for the purchase of electric vehicle bus parts, in an amount not-to-exceed \$150,992.30. (For Possible Action)
- 4.4.5 Acknowledge receipt of this quarterly Construction/Maintenance update on Transit Stops as presented to the Citizens Multimodal Advisory Committee on November 6, 2024. (For Possible Action)

4.5. Executive, Administrative and Finance Department

- 4.5.1 Approve a contract with the Guinn Center to study fuel tax replacement options and policy implications of different solutions, in an amount not-to-exceed \$108,020. (For Possible Action)
- 4.5.2 Acknowledge receipt of a report regarding quarterly progress on the RTC Strategic Roadmap - FY 2025 (Q1). (For Possible Action)

5. Discussion Items and Presentations:

- 5.1. Receive a presentation from staff regarding the 2050 Regional Transportation Plan (RTP) Update. (For Acceptance of Report)
- 5.2. Receive a report and presentation from Simmons Group regarding its employee classification and compensation study of the Regional Transportation Commission. (For Acceptance of Report)

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)**

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 10/18/2024

RECOMMENDED ACTION

Approve the meeting minutes for the 10/18/2024 RTC Board meeting.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

October 18, 2024

PRESENT:

**Ed Lawson, Mayor of Sparks
Alexis Hill, Vice Chair, Washoe County Commissioner
Mariluz Garcia, Washoe County Commissioner
Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Tracy Larkin Thomason, Director of NDOT**

ABSENT:

**Devon Reese, Reno City Council
Hillary Schieve, Mayor of Reno (Via Phone)**

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

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

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.

Juan Martinez, my wife and I are both artists, writers, and past couple of weeks ACCESS has been sending us taxis. The taxi drivers do not give us the same ADA services as the ACCESS drivers do. The cab driver doesn't come out and help blind folks to open the door or show us where the door is. Their cars reek of cigarettes, sometimes the seats are ripped and there's wire coming out of the seat where you put your thigh area. Can we please start getting our ACCESS shuttle buses back and our drivers back. Um. Thank you.

Dora Martinez, I just want to make sure that you guys remember to put a bench at McCarran and Mae Anne at the Safeway shopping center for Route 11. They moved the bus stop further west, so it's tighter and some of the shoppers put carts perpendicular to the sidewalk, so when we walk there, we can't move them because if we move them, it could cause accidents on McCarran. If RTC could put the benches there and move it back where it was, it would be very helpful for us blind folks who utilize this. Also, to what Juan Martinez was talking about, some of the taxi drivers are not trained for ADA. I'm the one receiving the services or lack of ADA services. They don't do what the bus drivers do. They don't escort us to the door and sometimes I go to a new place and I don't know where the door is. It's really annoying and it gives me anxiety when I know it's a taxi that's coming. Sometimes they reeked of cigarettes and then they try to cover the

cigarette odor with perfume, and that triggers my migraine. I know that you all don't understand because you're not blind and you're not disabled yet. If we put these precautions and protocol in place now and give us adequate services, then when you guys are blind or disabled, you'll have the same services and safety regulations that we are asking for today.

Also, if I'm using FlexRide the app does not allow me, as a disabled person, to know where the bus is, so if you're making people with disabilities use Flex, please make it accessible so that way we can utilize it. I want to thank Mayor Lawson and all of you guys sitting up there and Alexis Hill and everyone for listening to us and please, we just want to travel. We just want to go where we need to go safely with our dog and our only child who's 18 and going to go to UNR soon. So, if you could all hear our plea, that would be very helpful and thank you and please go vote. Thank you.

David Frear of Mill Street, LLC, via email, October 16, 2024, at 5:57 p.m. On behalf of Mill Street, LLC, I respectfully request that Agenda Item 4.4.1, which is scheduled to be considered at the October 18, 2024, meeting of the RTC of Washoe County, be moved to the next meeting on November 15, 2024. Agenda Item 4.4.1 pertains to the approval of 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 on, portions of APN 013-052-26 to construct the Mill Street Capacity and Safety Project. I submit that the RTC's power of eminent domain should only be used in extreme circumstances, where negotiation with the property owner for the acquisition of property rights is not possible. In this case, Mill Street, LLC is committed to engaging in good faith negotiations with RTC to reach an agreement. To that end, Mill Street, LLC will provide a counteroffer to RTC not later than Friday, October 18, 2024. Postponing Agenda Item 4.4.1 to the next RTC meeting will provide the parties the necessary time to negotiate and hopefully avoid litigation altogether. If negotiations are unsuccessful, the Board will still have the opportunity to consider the filing of an eminent domain action at the next meeting on November 15, 2024. However, allowing time for negotiation could save significant attorney fees and costs for all parties involved and ultimately conserve taxpayer money. Since I am unable to be there in person for public comment, I respectfully ask that this letter be included in the meeting minutes and be considered by the Board as the property owner's public comment. Thank you for your consideration of this request.

Item 3 APPROVAL OF AGENDA

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

Items 4 CONSENT ITEMS

Chair Lawson asked for clarification from Adam Spear, RTC Legal Counsel on Item 4.4.1, which was requested to be pulled via public comment.

Adam Spear, RTC Legal Counsel, staff has recommended that this item not be pulled and that the Board consider and approve the item. Thank you.

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 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 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)

On motion of Vice Chair Hill to approve the consent items, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered that all Consent items be approved.

Item 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)

Jim Gee, Director of Public Transportation, I'm here to give a presentation on the importance of Fourth Street Station and future improvements for that area.

Fourth Street Station is our key transit hub in the heart of downtown Reno. It was built in 2010 and serves 17 of our 20 routes. Approximately one third of our passengers flow through that station every day, and quite simply, it is the largest, busiest location in our RTC network. It's where our two BRT lines cross and it's where our two main corridors cross. Again, one third of our passengers flow through that station.

A lot has changed since 2010, and those changes have been accelerated because of Covid 19. There are some operational deficiencies that have occurred and developed over the last 15 years. The station has been opened along with the changing needs of our passengers that we also wish to address.

Operationally, the station lies bounded by Lake Evans and Fourth Street, so it's landlocked on three sides by large, busy thoroughfares. What we have seen over time is an increase in passenger circulation and people moving around the neighborhood due to increased walkability. We have certainly more micro-mobility at the station with scooters and bicycling, and all of those create conflict with our buses. Additionally, we have the need for additional bus bays, additional parking for our customers and contractors, and additional charging opportunities. In 2010, when the station was built, we had zero electric buses. We now have one-third of our fleet as electric, and while we have some overhead charging at the station, that overhead charging itself is antiquated due to technology and the newest form of charging depot charging really takes more real estate than an overhead system.

To address those operational needs, we are proposing a potential expansion to land to the south. There are currently three parcels that are owned by the City of Reno that extend between the existing Fourth Street Station and the railroad tracks. Those three parcels would allow us room to look at additional charging opportunities and at the same time, give us an opportunity to look at how our passengers and how the neighborhood flows through and around that station by walking and micromobility. I would just like to note that we have such limited opportunities for expansion

because of where the station is, that we really should try to take advantage of expansion when we can.

We also have a significant change, especially since Covid with our passenger needs. This photo is of the inside of our station at 11:00 in the morning and it's pretty empty. What we've noticed with our passengers is the old model of walking up to a customer service window, and talking to a live customer service person simply doesn't happen that much anymore. What we have now is technology, and so our passengers pull out their apps, they look at their phone, they look at their technology board and they use that instead of personal interaction with customer service.

The other thing we've noticed is the needs of our passengers have changed from a transportation need to almost a social need. They're stressed in their lives, and they have trouble accessing information and services, either because they don't have the time or they don't have the wherewithal to access them. What we currently do is we partner with the Downtown Reno Partnership and have their folks come on site to our facility approximately 200 times a month to give services to our passengers. I'm very proud of this relationship because it really flips the model that instead of telling passengers, sorry, you have to go somewhere else to get services, we're allowing the services to come to our passengers where they are in their daily lives.

With us this morning is the Executive Director of the Downtown Reno Partnership, Neoma Jardon, and I'd like to ask her to come forward, if she would, to make a few comments.

Neoma Jardon, Executive Director, Downtown Reno Partnership. Thank you, Jim, and good morning, everybody. For about the last two years I've been at the helm of guiding our 36 Ambassadors and staff that work 24/7 to help connect individuals in the public realm to the myriad of services that we have in the community. That means everything from somebody needing their driver's license, going to the Social Security office, needing a ride to a shelter, or they may need to the VA Hospital. We are generally the first point of contact that assesses and figures out what the need is, and then we transport those individuals to that need.

Our relationship with the RTC over the last 4 or 5 years now has been really great in the sense of augmenting some security at the Fourth Street Station. Connecting with individuals and the demographics at the Fourth Street Station is exactly the clientele that we work with intimately every single day. I saw that window up there that's not being used. Imagine if we could be there as a guide and a service for somebody who got off the Amtrak Train and they knew that there was a bus stop, but they didn't know where things were? They didn't know services. They didn't know anything. We could be that guide to help them get to that point. I see this partnership that we have with the RTC as a great thing, and I see its potential to being even greater.

Just a couple of quick stats over the last year, we have done over 482 wellness checks of the ridership at the Fourth Street Station. What that means is making sure that people there are okay, because sometimes you see somebody and they might be slumped over, they might need medical assistance, they might be having a mental health crisis, they might be having some other issues, and they might need our help. We help 482 people on average in a year. We made 98 referrals to a myriad of services and 204 safe walks. Over 1,400 directions were provided and we collected over 36,000 pounds of trash from the RTC location. That's the information I have and Thank you.

Jim Gee, our next steps are for the property acquisition, we will finish a NEPA Analysis, that follows all the Federal rules and looks at the potential for acquiring that property. Coming to the Board next month will be an updated contract with the Downtown Reno Partnership to extend our current agreement years into the future. We're also working on updating the graphics and looks at both of our facilities to quite simply, make them more cool looking and make them more visually appealing to our customers. New information kiosks are being installed at the end of the year. New call center is being established here at the Terminal building, which has more parking for our passengers and has better accessibility for a lot of the seniors who need services that aren't directly related to RIDE. As I mentioned, we're looking at not only having a contractual relationship with the Downtown Reno Partnership, but actually having them physically at our facility, which I think is just a great model for transit in general to have them there, providing services for passengers that are outside of our expertise. With that, I'd be happy to answer any questions.

Commissioner Garcia, this is an incredibly efficient and hard working team, who have a very strong presence in the community, and I don't think you get enough kudos for the amount of work and heavy lifting you do downtown. So, thank you. I would like to know what the configuration of the space is and what your operational needs are from an Ambassador standpoint?

Neoma Jardon, as far as operational needs are concerned, our Ambassadors are constantly in and out of the facility and they do have equipment, but most of the time they're on foot. However, they do use Segways and bikes sometimes. It really is a centralized location where they can have a meeting space, have a place where they can get their equipment, a place to deploy from, a place where they can do briefings from shift to shift. We do work 24/7, so the ability to just have some area for them to have some meeting spaces would be fantastic. I'm not sure the configuration currently works out ideally because it is just such a big, vast open space, but I think a place for storage and for 45 people to be able to come in and out of is really kind of the needs and some administrative offices and conference space as well.

Jim Gee, on our current configuration, we have two buildings at that facility. The north building is the larger of the two facilities and it holds our customer service. It has restrooms and a lobby area for passengers. There is currently a large empty room along the north side of it that is frankly not used at all. Then the customer service section will be moving here to the Terminal building, which will free up a lot of space in that building. The south building, which is smaller, that's where we house our security and our drivers for breaks and reliefs. The drivers have a lounge that they can use to watch TV and eat their lunch. There's a quiet room for drivers and also some workout equipment for them, for those who like to work out during the break.

Vice Chair Hill, I love this partnership, it reminds me of when the RCA partnered with Reno to have a visitor's center downtown. I feel like the DRP is a great partner to lead with empathy and ensure that we treat everyone with dignity and get our guests to where they need to go, and also support them in additional services. I know this model has been on our podcasts about how do we serve our really low income residents, homeless residents, because they're on the buses? We know where they are and where to find them, so how do we make sure that we're interfacing with them? I love this partnership because I know that DRP has been such a great partner with the CARES Campus and with the County, and making sure that we have that warm handoff when we get folks into that Campus. So, thank you for working together. I really admire the innovative approach with this. I'm really excited about it and I think the community should be really excited.

Chair Lawson, I have a question, is Plaza Street part of the purchase? I was just thinking, if we own Plaza Street to close that off on either end, it makes it even more secure.

Jim Gee, I know the map is a little misleading. Plaza Street is the cut through for our buses and would probably continue to be. So, we have a couple of bus bays on the south side of that south building, and then parking for employees, contractors and passengers who need services on the south of that. So, right now we have passengers cutting through bus lanes, and it's just simply not a great configuration for safety reasons.

Item 6 *REPORTS (Informational Only)*

6.1 *RTC Executive Director Report*

1. As you know, Nevada's Legislative Session begins in February.
 - We are looking at Bill Draft Requests that could potentially affect us. Once again, we will put a legislative subcommittee together that will include our Board Chair, Vice Chair, and RTC staff. The subcommittee will discuss our support or opposition to specific bills as they come up without violating open meeting law. Legislative committees often hold hearings on bills with very little notice, so this allows us to respond quickly. Mike Hillerby and our team will be paying close attention throughout the session and will keep us in the loop as legislation comes up.
2. I would like to thank our Facilities and Fleet Maintenance team for their great work on a recent project.
 - They installed three bus shelters at the Washoe County "Our Place" Campus last month. Mark Schlador, Derek Campbell, Robert Boisvert, James Ross and Wes Hall did a lot of this work on their own time. Wes even took on the task of piecing together about dozen wrecked shelters to make three usable ones out of them. My thanks to the Reno Rotary and the Director of the facility – Elizabeth Pope for presenting this opportunity to help our community in a meaningful way – and former RTC Executive Director Jerry Hall for bringing this to our attention. And thanks to Jim Gee for giving the green light to accomplish this job. The RTC is always looking at ways to improve the quality of life in our community.
3. Speaking of F-M, congratulations to Robert Boisvert.
 - Robert is celebrating his fifth anniversary at the RTC. He does a great job to help maintain our facilities and he's a very valuable member of the team. Thanks for all of your work, Robert.
4. Please, welcome the newest member of the RTC team – Thomas Connell.
 - Thomas started September 25th as RTC's new IT Analyst. He studied computer science at TMCC and has various IT certifications. He comes to us from a local company called URBN, where he supported various Windows, Linux, and Mac workstations, servers etc. His duties include user & technical support functions for our network and systems. Welcome to the team, Thomas. We look forward to your expertise and success here at the RTC.
5. The RTC has been making it a priority to engage with the community on what we do here.
 - We have had several public meetings on various upcoming projects. We are also focusing on specific neighborhoods by giving presentations at all of the NABs and CABs where we operate. We know how important it is for the public to be aware of what we are doing. Staff from our Engineering, Planning, Public Transit, and Comms Teams are doing a great job to get the word out about these important projects.

6. As you know, the election is Tuesday, November 5th.
 - Once again, we will provide free transit for everyone on Election Day to give voters a convenient option to get to polling locations. We encourage every eligible voter to cast a ballot – and public transit is a great way to do that. In addition, we will provide free public transit for Veterans Day on Monday, November 11th. This free service is available to everyone – and it's a great way for us to show our gratitude to our veterans and active military members.
7. The MTM Employee of the Month is Michael Medina.
 - Michael has been driving for MTM since March 2018 – so six-and-a-half years. He enjoys being his own boss when he is out on the road and likes to make a positive impact on his passengers by giving them a way to get around. He is a big football fan and supports the Kansas City Chiefs. Michael lives with his wife and youngest son. He also has two other sons who live in Modesto and Sparks – and a daughter in Georgia. Since he has five Grandkids, his other hobby of playing in the Casinos is now a thing of the past. Congratulations, Michael – and thank you for your hard work.
8. The Keolis Driver of the Month is Sean Mahoney.
 - Sean's accomplishments in September included a 95 percent on-time performance, zero preventable accidents, and no customer complaints. Sean has worked as a bus operator for RIDE since 2019. He's originally from Chico, where he also worked as a bus operator. Sean is hoping to eventually become a road supervisor and works hard to accomplish that goal, every day. His hobbies include watching football and spending time with his daughter.

6.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer. Congress is in recess until after the election, but there has been some pressure to possibly bring them back a little bit early to deal with some of the loan funding because of the recent hurricanes. Speaker Johnson says that that's probably not going to happen because they don't expect to have any funding available until mid-November anyway, so more than likely that won't happen. The election is obviously top of mind right now with the presidency and who's going to control Congress. We'll see how that could potentially affect funding down the road. The FTA and NHTSA issued a recall on some Proterra buses, and these are just a few models that were built between 2020 and 2022. RTC has two of these buses, but it's just a simple software update to slow down a radiator fan, which is in process and should be completed by the weekend. Federal district courts in Kentucky and Texas ruled against a proposed emissions measure that basically kills the rule that would require state and local governments to track emissions. The Biden administration has appealed that decision. The Congressional Budget Office came out with projections for the Highway Trust Fund over the next decade, and the shortfall is forecast to be about \$210 million for the highway account and \$73 million for the transit account. Coming up with that funding has been debated for quite a while, because Congress hasn't raised the fuel tax on the federal level, and they also haven't come up with new funding for things like road user charges.

6.3 NDOT Director Report

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

- Pyramid Highway – 75% Complete
- The Davis Fire Collaboration
- Three Major Fires in July, August and September
- Lithium Battery Fires – US 95, I-80 and I-15

- Lithium Summit
- NDOT Received a \$275 Million Grant for the widening of I-80 from Vista Boulevard out to USA Parkway. We are very excited about that.

Item 7 *COMMISSIONER ANNOUNCEMENTS AND UPDATES*

Vice Chair Hill, on the public comment we received on the ACCESS shuttle and getting shuttle drivers back. I don't know what that means and I would like us to get an update at the next meeting, so we can understand what is going on.

We did our Youth Ride Free Pilot this summer, and I'd love to receive some data on how that went. I'm hearing from some high school principals that kids who don't have transportation are not able to stay after school for their sports, and so they'd like to have RTC support kids to get home on the buses, but that's an additional expense. Any information on that to see if there are partnerships and if that was a successful program and if we want to do that further, that would be great.

Regarding the public comment on the benches. I know we've done some amazing improvements this year to many of our bus stops, and it would just be great to get an update on how we're going to continue those improvements through the rest of the bus stops and the community.

I want to give Maria Paz Fernandez a big shout out for the Liberty Bell Wagon Preservation. Incredible work and that was a great story that ran in the local news. That's an icon for locals like me and I'm excited that it's preserved. Those are my comments. Thank you, Mr. Chairman.

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. Being none, he moved to adjournment.

Item 9 *ADJOURNMENT*

There being no further business to come before the Board, the meeting was adjourned at 9:40 a.m.

ED LAWSON, Vice Chair
Regional Transportation Commission

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

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 attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Mill Street to Golden Demolition	November 14, 2024

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Construction Management for Mill Street Capacity and Safety	October 22, 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.

Project	Contractor	Award Date	Contract Amount
Traffic Signal Modifications 24-01	Sierra Nevada Construction	10/8/2024	\$2,091,007

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
Engineering Scoping & Feasibility Studies	Wood Rodgers, Inc.	\$100,000
Engineering Scoping & Feasibility Studies	CA Group, Inc.	\$100,000
Mill Street Construction Management	Construction Materials Engineers, Inc.	\$46,200

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
N. McCarran Boulevard & Pyramid Hwy Fiber	Quanta Telecom	10/15/2024	CO1	\$17,130.70	\$1,354,645
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: 11/15/2024

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 for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

PLANNING STUDIES

Neighborhood Network Plans 1 & 2	
Marquis Williams, Project Manager	https://rtcwashoe.com/planning/active-transportation-plan/
<i>Status: Neighborhood network planning areas have been identified through the Active Transportation Plan (approved 9/2024). Initial outreach events scheduled for November and December 2024.</i>	

RTC Regional Travel Demand Model Update	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/model2023/
<i>Status: The project team is working on calibrating the model using survey data.</i>	

RTC Regional Transportation Plan Update	
Vanessa Lacer, Project Manager	https://rtcwashoe.com/planning/regional-planning/rtp/
<i>Status: The project team is working on developing the fiscally constrained project list and draft plan chapters.</i>	

ONGOING PROGRAMS

Data Collection Program	
Xuan Wang, Project Manager	https://d1m.maps.arcgis.com/apps/mapviewer/index.html?webmap=06f3673e1e40454cbabbb57e67b424e2
<i>Status: Data collection started for scheduled sites. Continue to identify sites for data collection.</i>	

Active Transportation Program	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Developing participant list for Active Transportation Technical Advisory Committee (AT-TAC).</i>	

Vision Zero Truckee Meadows	
RTC Planning Staff	https://visionzerotruckeemeadows.com/
<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: 11/15/2024

Agenda Item: 4.2.3

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 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.



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 comment period for the 30% project design concepts ended on October 21, 2024. The project team will review comments as it further develops the project design.

Eagle Canyon Safety and Operations

LaShonn Ford, Project Manager

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

Status: The project design has reached 90% design.

Capacity/Congestion Relief Projects

Buck Drive Circulation

Maria PazFernandez, 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.

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.

North Valleys North Virginia Street Capacity

Garrett Rodgers, Project Manager

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

Status: Project is just getting started and looking at early scoping and schedule items. Currently performing survey, geotechnical investigations, hydrology/hydraulics analysis, traffic modeling and preliminary engineering. Preliminary engineering has progressed to 30% Design.

Pembroke Drive Capacity & Safety

Maria PazFernandez, 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. 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.

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)

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.	

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.	

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 100% milestone. Right of way acquisition and utility conflict coordination is underway. Project construction is expected to begin in Spring 2025.	

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

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. More information can be found on the projects website at <https://northvalleysimprovements.com/>

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 for additional information.

Oddie / Wells Corridor Multi-Modal Improvements

Maria PazFernandez, Project Manager

<https://www.senserasystems.com/public/cameras/oddiewellsproject>

Status: Project is substantially completed.

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

Bryan Byrne, Project Manager

<https://rtcwashoe.com/projects/sierra-street-bridge-replacement/>

Status: The design team incorporated public feedback on the bridge's aesthetics, leading to the selection of a curved overhang with shaker-style pilasters. These design elements will be integrated into the 60% design, scheduled for completion in May 2025. The project is also transitioning to a CMAR (Construction Manager at Risk) delivery method, which will engage a contractor during the design phase to enhance collaboration. For more details, visit the project website at [www.sierrastreetbridge.com].

Jessica Dover, Project Manager

<https://rtc2023.wpengine.com/construction-projects/sun-valley-boulevard-corridor-improvements-phase-2/>

Status: NCE is continuing preliminary design efforts; Project schedule is on target.

Evaluation of Drainage Alternatives Spring 2024 - Fall 2024

Scott Gibson, Project Manager

<https://rtcwashoe.com/projects/west-fourth-street-downtown/>

Status: Wood Rodgers 60% design plans have been completed and submitted to the city of Reno and utilities for review.

Scott Gibson, Project Manager

<https://rtcwashoe.com/projects/west-fourth-street-safety/>

Status: 90% design plans have been completed and RTC continues working with NDOT to complete reports for the environmental review.

Pavement Preservation Projects

1st Street Rehabilitation and Signal Replacement

Scott Gibson, Project Manager	https://rtcwashoe.com/projects/1st-street-rehabilitation-and-signal-replacement/
Status: The project is substantially complete and open with no traffic controls.	

2023 Corrective Maintenance	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/2023-corrective-maintenance/
Status: Project is substantially complete.	

2024 Corrective Maintenance	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/2024-corrective-maintenance-somerset/
Status: SNC is completing utility raising activities and has begun striping operations. Substantial completion is expected by mid-November.	

2024 Preventive Maintenance Program	
Jessica Dover, Project Manager	https://rtcwashoe.com/projects/2024-preventive-maintenance-project/
Status: Construction in progress; Mill and Overlay patching, utility adjustments, crack seal and punch list work ongoing	

2025 Bridge Maintenance	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/2025-bridge-maintenance/
Status: A field visit with the City of Reno was held to identify design issues for each bridge. HDR is working on 60% plans for this project. 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 November 2024	

La Posada Corrective

Bryan Byrne, Project Manager

<https://rtcwashoe.com/projects/la-posada-corrective-project/>

Status: The project is scheduled to kick off in November 2025.

Las Brisas and Los Altos Resurfacing

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/las-brisas-and-los-altos-resurfacing/>

Status: Work on Las Brisas BLVD and Los Altos PKWY has reached Final Completion. Project Close out activities underway

Meadowood Rehab

Garrett Rodgers, Project Manager

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

Status: Team is addressing 90% design submittal comments and progressing the 100% design submittal. Right-of-Way process is on-going.

N Virginia Street University Rehabilitation

Bryan Byrne, Project Manager

<https://rtcwashoe.com/projects/north-virginia-street-university-rehabilitation/>

Status: Construction is complete and is in the process of closing out.

Prater Way Rehabilitation

Kimberly Diegle, Project Manager

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

Status: Data collection of the existing conditions is underway. Analysis of corridor configuration alternatives will follow in the fall/winter.

Raleigh Heights Rehabilitation

Austin McCoy, Project Manager

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

Status: Sierra Nevada Construction and the RTC have completed paving operations. Miscellaneous 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

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Mill Street Capacity & Safety	Murph's Land Holdings, LLC	\$270,394.00	\$0
Mill Street Capacity & Safety	Taylor Family Trust	\$93,976.00	\$43,832.50
Mill Street Capacity & Safety	TD Kietzke Properties, LLC	\$184,539.00	\$0
Sparks Boulevard Improvement	Cox Family L.L.C.	\$5,700.00	\$4,300.00
Sparks Boulevard Improvement	Hilda Barajas	\$1,000.00	\$0
Sparks Boulevard Improvement	The David & Marguerite Adams Family Trust	\$1,328.00	\$0

CONTRACTS UP TO \$100,000

Project	Vendor	Scope	Amount
Mill Street Capacity & Safety	Geotechnical & Environmental Services, Inc.	Environmental consulting services to perform oversight and clearance for the hazardous material abatement required in the building demolition.	\$45,244.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.2.4

To: Regional Transportation Commission

From: James Gee, Public Transportation and Operations Director

SUBJECT: Public Transportation and Operations Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations report for November.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BACKGROUND AND DISCUSSION

ATTACHMENT A

Highlights -

SPARE Blog features RTC's Expansion with Spare to Launch ADA Paratransit

– The article published on October 16 recognized a significant milestone as the RTC officially launched its new ADA paratransit software system, noting RTC's commitment to modernizing transit for all residents. All ACCESS paratransit vehicles will feature optimized scheduling and routing capabilities which means more reliable service and better on-time performance. The article written by Lynda



Chau, VP of Marketing, Spare recognizes that with this technology “Riders can look forward to shorter wait times, more predictable arrival windows, and an overall smoother experience for their daily journeys.” RTC's Paratransit Administrator, Susi Trinidad is quoted in the article stating “Our partnership with Spare has been instrumental in enhancing mobility for our community. By modernizing our services, we're taking a crucial step toward providing equitable transit options for all residents, regardless of their mobility challenges.” The blog article can be read in its entirety at <https://spare.com/blog/rtc-washoe-expands-with-spare-to-launch-ada-paratransit>.

RTC RIDE Key Highlights – October

- 8 trainees released to Operations for revenue service
- Driver of the Month: Sean Mahoney (September Accomplishments)
- 99% service hours and trips delivered
- SNAP (Snow Action Plan) Meeting
- Employee Engagement:
 - 10-16 Breast Cancer Awareness Day – Pink approved dress wear
 - 10-31 Halloween party - Drivers permitted to wear costumes
 - 10-28 – 11-8 Open Enrollment - Healthy snacks and treats provided with opening day
- 2 new Grievances filed, 1 settled in October. No new ULP's.



Keolis represented staffing headcount as of October 28, 2024:

Position	Total Employed	#Needed
Coach Operator Trainees	17	0
Coach Operators	171	15
Dispatchers	7	0
Road Supervisors	4	0
Mechanic A	5	1
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 – October

Classes: Two classes held on 10-8 and 10-22-2024 with 10 Drivers hired ~ 2 are in revenue service and 3 remain in training.

Safety:

- **Accidents:**
 - 4 preventable
 - 1 non-preventable
- **Incidents**
 - 1
- **Injuries:**
 - 1
- **YTD Preventable Accident Count: 19**
- **YTD Injury Count: 4**
- **October Safety Blitz'**
 - Intersections / Halloween / Call it In / Spare Roll Out
- **October Safety Meeting**
 - Verbal Judo / Make the Call video



MTM represented staffing headcount as of October 31, 2024:

Position	Total Employed	#Needed
Drivers	52FT – 3PT	15FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5	0
Mechanic A	2 FT	1
Maintenance Technician	1	0
Utility Worker	1	0

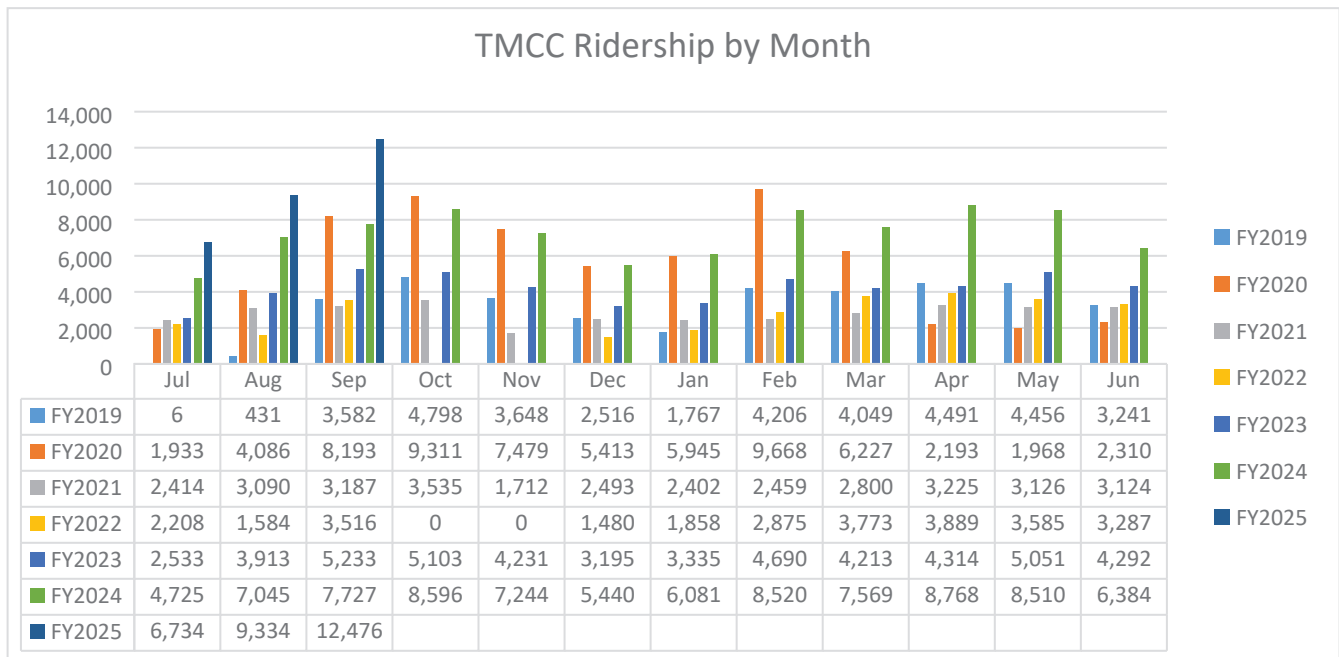
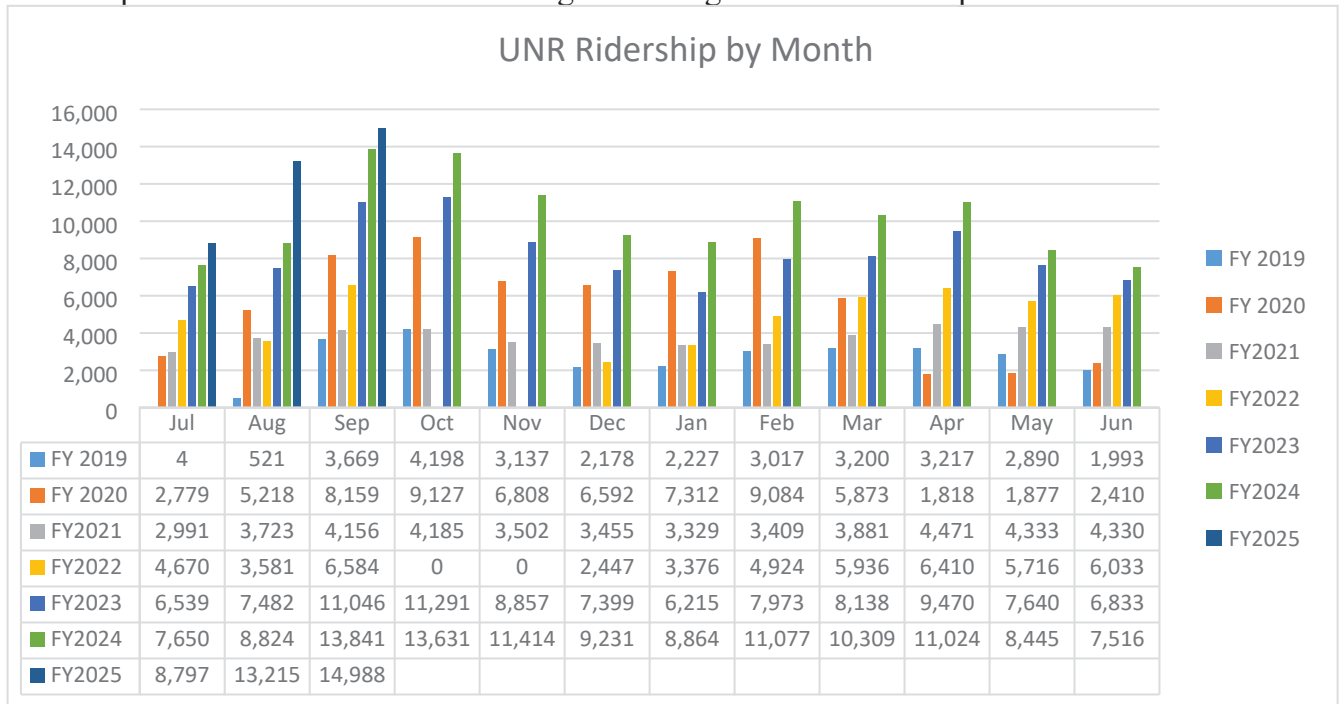
TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools remained at 330 as the layoffs at Telsa have settled down. We continue to work with the Lake Tahoe folks to start more vanpools and have some promising leads. Both the Truckee North Tahoe TMA (Transportation Management Association) and South Shore TMA have received grants to give further subsidies to help the vanpools. The staff is working with a group in Tahoe to increase the number of vans going to the Lake. We currently have 24 vans that service the Lake Tahoe area.
- We meet weekly with our marketing company Celtis to discuss deliverables for the ED Pass program. So far, they include new tablecloths which have arrived and T-Shirts which arrived

mid-month, but not in time for our tabling event at the UNR football game on the 12th. We will pass them out at the basketball games.

- Staff moderated a webinar on Vanpools across the U.S (West Coast) on October 24th.
- Staff tabled the UNR football game on October 12th.
- Staff attended the Golden Pinecone Awards on October 10th.
- Staff tabled Peppermill’s annual Health Fair on October 16th.

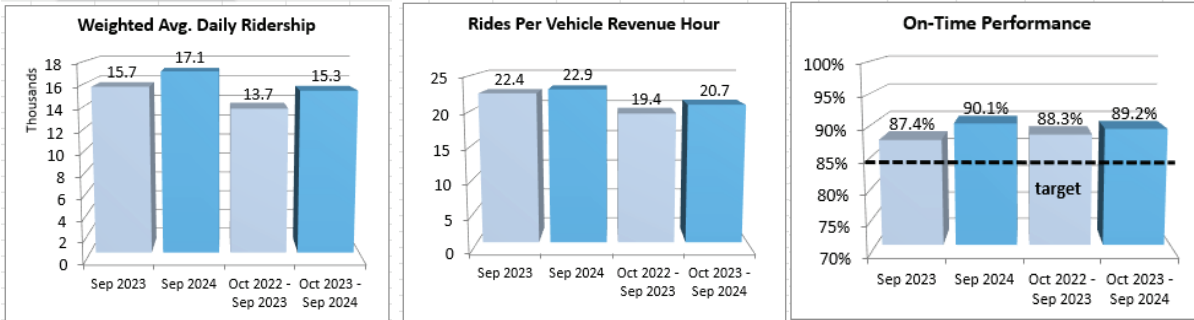
Ridership numbers from the ED Pass Program through the month of September 2024:



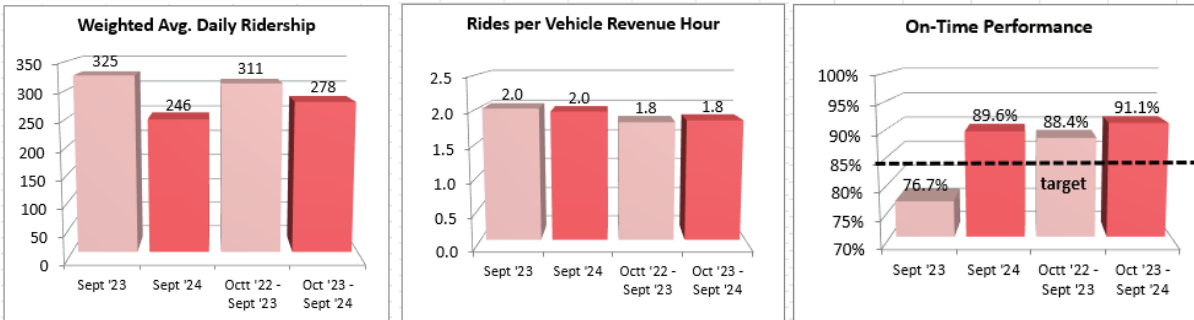
Ridership remains strong at both campuses. New monthly all-time highs were realized at both colleges.

SEPTEMBER 2024 TRANSIT PERFORMANCE

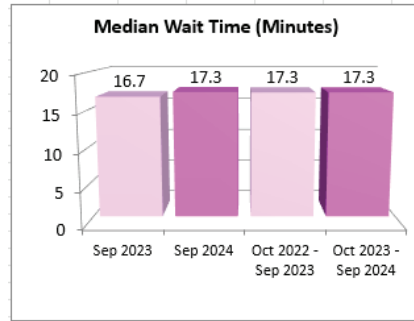
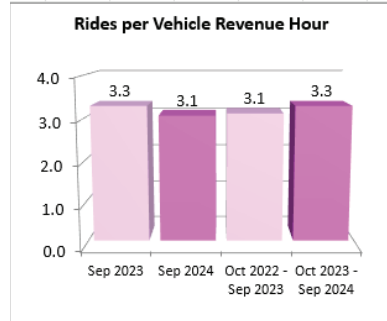
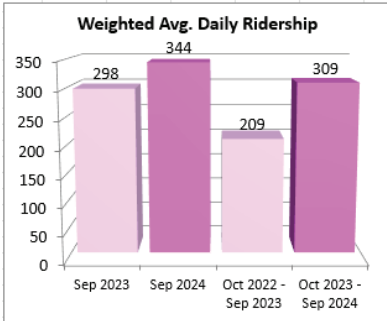
RTC RIDE



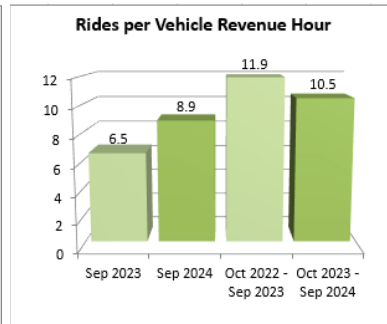
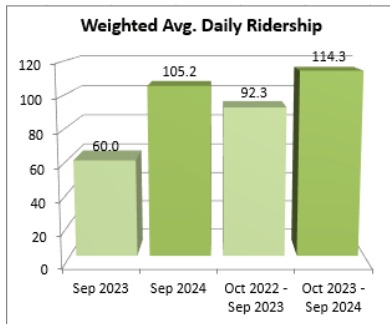
RTC ACCESS



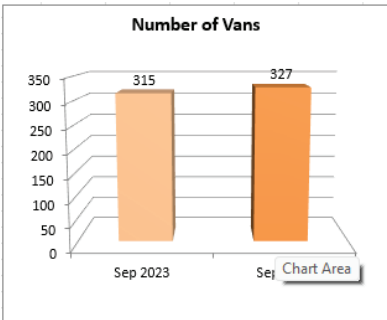
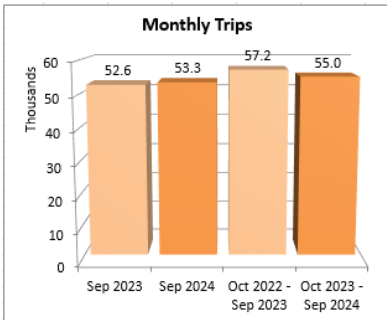
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.2.5

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 attachment 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.



**> RTC Communications
& Outreach Report
October 1-30, 2024**



www.rtcwashoe.com

> Outreach Activities

Josh MacEachern, Project Manager

RTC staff conducted the following outreach activities from October 1 through October 30.

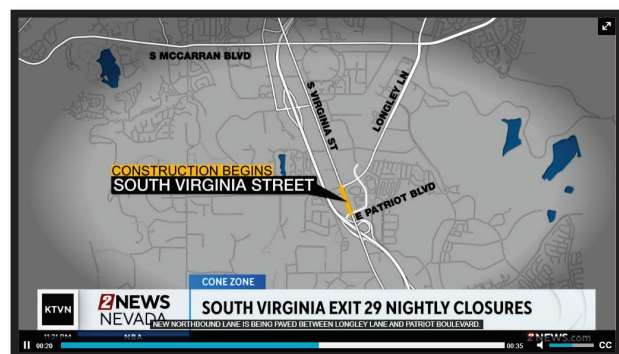
Press Releases:

10.04.24 – S. Virginia Traffic Changes

10.29.24 – RTC Provides Free Rides on Election Day

Earned Media Mentions:

- **10.04.24 (2News) – Traffic adjustments scheduled for South Virginia in Reno**
 - Potential Audience Reach: 538k
 - Advertising Value Equivalency: \$781
- **10.13.24 (2News) – Latest update: Paving continues on Steamboat Parkway project**
 - Potential Audience Reach: 391k
 - Advertising Value Equivalency: \$564
- **10.29.24 (2News) – RTC providing free transit services on Election Day**
 - Potential Audience Reach: 391k
 - Advertising Value Equivalency: \$560
- **RTC offering free rides for Election Day**
 - Potential Audience Reach: 450k
 - Advertising Value Equivalency: \$646



> Outreach Activities

Josh MacEachern, Project Manager

RTC staff conducted the following outreach activities from October 1 through October 30.

Public Outreach:

- 10.3.24 – Reno Housing Authority Outreach (Susi)
- 10.07.24 – RTC/Boys & Girls Club Meeting (Marquis/Josh/Paul)
- 10.09.24 – RTC/Strong Towns Reno Biggest Little Bike Network Outreach (Sara/Marquis/Josh)
- 10.10.24 – Golden Pinecone Awards Dinner (Paul/Bill/Sara/Scott)
- 10.12.24 – RTC Tabling at Nevada Football (Paul/Scott)
- 10.14.24 – KOLO Interview (Maria/Paul/Josh)
- 10.14.24 – MidTown Cigarette Butt Recycling Press Event (Paul/Josh)
- 10.15.24 – Truckee Meadow Fire Protection Aces Event (Paul/Josh)
- 10.17.24 – Ward 4 NAB Presentation (Paul/Susi)
- 10.18.24 – NV Business Weekly Meeting (Bill/Josh)
- 10.22.24 – RTC/Reno Aces 2024 Campaign Recap (Paul/Josh)
- 10.23.24 – RTC/DR Horton North Valleys Info Session (Jeff/Paul/Josh/Dale)
- 10.28.24 – RTC/Boys & Girls Club Walkthrough (Marquis/Josh)
- 10.29.24 – AGC/RTC Committee (RTC Engineering & Comms)
- 10.29.24 – MidTown Momentum Mixer (Paul/Josh)
- 10.29.24 – Sierra Street Bridge presentation to Sky Ranch Middle School (Bryan)



> Video Production

Paul Nelson, Project Manager













RTC staff conducted the following outreach activities from October 1 through October 30.

The Road Ahead:

- 10.01.24 – Somerset Parkway Corrective Maintenance
- 10.08.24 – Oddie Wells Completion
- 10.15.24 – North Valleys Projects
- 10.22.24 – Election Day Free Transit
- 10.29.24 – Halloween Road Safety

Additional:

- 10.07.24 Biggest Little Bike Network: Virginia Street

	The Road Ahead: Halloween Road Safety Halloween is this week, so there will be a lot of pedestrians on the streets after dark. Daylight Saving Time also ends this weekend, so it will get dark...	 Public	None	Oct 29, 2024 Published
	The Road Ahead: Election Day Free Transit Election Day is Tuesday, November 5. To make it easier for people to get to the polls, the RTC will provide all-day, free public transit.	 Public	None	Oct 22, 2024 Published
	The Road Ahead: North Valleys Projects The Nevada Department of Transportation continues to make progress on the 395 North Valleys Project. RTC has several more projects in the coming year...	 Public	None	Oct 15, 2024 Published
	The Road Ahead: Oddie Wells Completion The Oddie Wells Project transformed a major corridor through Reno and Sparks by reconstructing the roadway, adding cycle tracks, sidewalks, and...	 Public	None	Oct 8, 2024 Published
	Biggest Little Bike Network: Virginia Street Virginia Street will form a key link in the connected network through downtown by creating a north-south connection between Midtown,...	 Public	None	Oct 7, 2024 Published
	The Road Ahead: Somerset Parkway Corrective Maintenance The RTC is resurfacing more than four miles of Somerset Parkway to keep the good road in good condition. The traveling public is experiencing lane...	 Public	None	Oct 1, 2024 Published

> Social Media

Josh MacEachern, Project Manager

RTC staff conducted the following outreach activities from October 1 through October 30.

Facebook

- Reach: 62.5k
- Content Interactions: 832
- Followers: 4.5k
- Link Clicks: 4.3k



Instagram

- Reach: 30.2k
- Content Interactions: 208
- Followers: 2k
- Link Clicks: 459



X (Formerly Twitter)

- Followers: 2.3k

YouTube

- Views: 878
- Watch time (hours): 42.1
- Subscribers: 449

Email Marketing

- Subscribers: 1.4k
- RTC eNews Fall 2024 (58.3% Opens)
- RTC Nevada Day Hours (35.6% Opens)



THANK YOU



rtcwashoe.com





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.2.6

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:

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

The TAC met on 11/07/2024. Vanessa Lacer, RTC Planning Director provided an update on the 2050 Regional Transportation Plan (RTP), outlining the planning process, public engagement, project scoring, and fiscal analysis. Ms. Lacer highlighted that the RTP update process remains on track for completion by spring 2025, with further public engagement planned in January. Scott Carey (City of Sparks) emphasized the importance of agency engagement and public input for a successful RTP.

The CMAC met on 11/6/2024 and were presented with one item for information and discussion. A presentation was given by RTC staff detailing recent construction, installation and maintenance of benches, shelters and transit stops for RTC passengers. Future improvements and information about bus stop compliance with ADA regulations were also discussed. Related to this item, CMAC members requested a

map of all non-compliant bus stops (stated to be approximately 5%) be provided. RTC staff will make this available to CMAC members and the public at a later date. The CMAC members also expressed interest in receiving information on various funding sources for projects prioritized in the RTP Update currently in progress so that they may provide more informed recommendations to the RTC Board. The draft RTP will be presented to the CMAC and Board in January 2025.

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: 11/15/2024

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Administrative Settlement – Dittler Properties, LLC

RECOMMENDED ACTION

Approve an administrative settlement in the amount of \$389,000 authorizing RTC to acquire a fee simple interest in the entirety of APN: 013-082-19 from Dittler Properties, LLC for the Mill Street Capacity and Safety Project; approve a short-term lease with Alltaken, Inc., to provide more time for tenant relocation efforts.

BACKGROUND AND DISCUSSION

RTC is in the process of acquiring property needed for the Mill Street Capacity and Safety Project. RTC and the property owner have negotiated an agreement to purchase a fee simple interest in the entirety of APN 013-082-19 contingent upon Board approval. The RTC originally offered to purchase the parcel at an appraised value of \$1,550,000. The RTC would pay the property owner \$1,939,000, which represents a proposed administrative settlement of \$389,000 above RTC's original appraised value and offer. RTC Management Policy P-55 requires Board approval of administrative settlements in excess of \$50,000.

Staff recommends approval of the settlement. If the Board approves this item, the Executive Director will execute an agreement in substantially the form attached hereto and RTC will acquire the parcel. If the Board does not approve this item, staff will continue to attempt to negotiate for the purchase of the property interests it needs for the project until it becomes necessary to file a complaint in eminent domain.

If the Board approves this item, RTC will also enter into a short-term lease with Alltaken, Inc., in substantially the form attached hereto. The lease would become effective upon the closing of the sale of the parcel. RTC Management Policy P-63 requires Board approval of leases with non-governmental entities. Alltaken, Inc., is the tenant that owns and operates the Weinershnitzel on the parcel. The lease is intended to provide more time for the tenant to relocate its business.

FISCAL IMPACT

The costs to acquire the subject property interests are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Project: Mill Street Capacity and Safety Project
RTC Project No.: 211007
Parcel: 2080 & 2090 Mill Street
APN: 013-082-19

PUBLIC HIGHWAY AGREEMENT

This PUBLIC HIGHWAY AGREEMENT ("AGREEMENT") is made and effective this November 15, 2024, by and between Dittler Properties, LLC, a Nevada limited liability company ("OWNER") and the Regional Transportation Commission of Washoe County ("RTC").

WITNESSETH:

1. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, represents the following:

(a) OWNER is the owner of that certain real property, together with the improvements thereon, located in Washoe County, Nevada, described as Assessor's Parcel Number 013-082-19 (the "OWNER PROPERTY").

(b) OWNER owns fee title to OWNER PROPERTY and has no actual knowledge, without any duty of investigation, of any prior encumbrances, liens, restrictions, covenants or conditions applicable to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

(c) That there are no licenses, conditions, actions or threatened or pending litigation related to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

(d) OWNER had a commercial lease agreement with Jose Guadalupe Zarco for the premises commonly known as 2080 Mill Street that expired by its terms on August 31, 2024. OWNER and tenant had a holdover, month-to-month commercial lease arrangement since that time that terminated on October 31, 2024, following thirty (30) days notice of termination from tenant to OWNER, and tenant has vacated the premises.

(e) OWNER has a commercial lease agreement with Alltaken, Inc. for the premises commonly known as 2090 Mill Street. The lease will terminate pursuant to its terms as of the date RTC takes title to the OWNER PROPERTY, i.e., the ESCROW CLOSING DATE. OWNER and Alltaken, Inc. have executed the "Mutual Release and Certification," in the form provided by the RTC, to be delivered to the ESCROW AGENT. The escrow instructions shall include a clause instructing the ESCROW AGENT to record the "Mutual Release and Certification" at the close of escrow.

(f) That there are no other leases or lease arrangements related to the OWNER PROPERTY.

2. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, agrees as follows:

(a) To sell and convey the OWNER PROPERTY to the RTC, free and clear of any known liens or encumbrances created by OWNER, by way of a grant, bargain and sale deed in substantially the form attached hereto as Schedule 1; the real property is described on Exhibit "A" to Schedule 1 and depicted on Exhibit "B" to Schedule 1 attached hereto and made a part hereof.

(b) To deposit into escrow with Stewart Title, 5390 Kietzke Lane, Suite 101, Reno, Nevada 89511 (Attn: Roberta Crown Rogers), hereinafter called (the "ESCROW AGENT"), all the aforementioned documents, fully executed and notarized where required, on or prior to December 1, 2024, as such date may

be modified pursuant to mutual agreement of the OWNER and the RTC (the "ESCROW CLOSING DATE").

(c) To deliver to ESCROW AGENT such other documentation as ESCROW AGENT may reasonably require to close the escrow and consummate the real property transfers in accordance with the terms of this AGREEMENT.

(d) To be responsible for the OWNER PROPERTY, including risk and liability for loss and damage, including all repairs to the premises prior to the ESCROW CLOSING DATE.

(e) To acknowledge and hereby does acknowledge, that a public highway and the necessary incidents thereto (the "PROJECT"), are to be located upon, over, and across the OWNER PROPERTY.

(f) To waive, and hereby does waive, all claims and rights that OWNER may have to seek consequential, special and/or punitive damages in relation to any breach of the obligations contemplated in this AGREEMENT, and acknowledges that nothing in this AGREEMENT is intended to or shall it be construed to waive the rights, limitations and immunities of the RTC under Nevada Revised Statutes Chapter 41.

3. The RTC, in consideration of the promises and covenants of the OWNER herein set forth, agrees as follows:

(a) To pay to the OWNER through the deposit into escrow the sum of ONE MILLION NINE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$1,939,000) which shall be the total purchase price for the OWNER PROPERTY.

(b) To deliver to ESCROW AGENT such other documentation as ESCROW AGENT may reasonably require to close the escrow and consummate the real property transfers in accordance with the terms of this AGREEMENT.

(c) To acknowledge, and hereby does acknowledge, that the real property conveyed hereby is transferred and sold "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON, and that OWNER has not made and specifically disclaims any representations, warranties, promises, covenants or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future with respect to the OWNER PROPERTY, except those set forth herein, and hereby waives any right to make any claim against OWNER based on any of the foregoing.

4. It is further mutually agreed and understood by the RTC and by the OWNER as follows:

(a) That RTC and the OWNER are entering into this AGREEMENT, and RTC is purchasing the OWNER PROPERTY, pursuant to RTC's exercise of its powers of eminent domain and under the threat of exercise of the power of eminent domain.

(b) The RTC shall not be taking assignment of any leases affecting the OWNER PROPERTY. As a part of the compensation to be paid to OWNER, OWNER shall be responsible for terminating any and all leases and other occupancy rights affecting the real property and improvements and fully and finally settling and resolving, at OWNER's sole cost and expense, any disputes with the tenants under any such leases and any person claiming a right to possession of any portion of such real property or improvements, except rights of possession, if any, arising from independent agreements between tenants and the RTC. With respect to any tenants that have not executed and delivered to the RTC the "Mutual Release and Certification" in the form provided by the RTC, OWNER shall indemnify, defend and hold harmless the RTC and any of its departments, divisions, agencies, officers, directors, agents, contractors and employees from any claims, demands, causes of actions, suits, proceedings, investigations, judgements, orders, damages, settlement costs, costs and fees, including without limitation, attorneys' fees and expert fees, that may arise from, be related to or are in connection with any such leases, occupancy rights and/or tenants named therein or persons asserting such claims to occupancy. The provisions of this section shall survive closing.

(c) OWNER and the RTC have agreed to the escrow instructions attached hereto as Schedule 2, with such modifications, additions, or supplemental escrow instructions required by ESCROW AGENT to close the escrow and consummate the real property transfers in accordance with the terms of this AGREEMENT.

(d) The laws of the State of Nevada shall be applied in interpreting and construing this AGREEMENT. The party's consent to the exclusive jurisdiction and venue of the Second Judicial District Court in and for the State of Nevada, located in Washoe County, Nevada, for the enforcement of this AGREEMENT.

(e) This AGREEMENT shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(f) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.

(g) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(h) The covenants and agreements expressed in the AGREEMENT shall survive the Close of Escrow.

(i) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this AGREEMENT.

(j) Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

(k) That the persons signing this AGREEMENT and all related documents on behalf of the RTC and OWNER are duly authorized to so sign and have the full power and authority to bind them, and to enter into and perform the obligations hereunder.

(l) That this AGREEMENT may be executed in counterpart.

(m) Notices. Except as otherwise expressly specified in this AGREEMENT, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed given: (i) immediately when delivered by hand; (ii) the next business day when sent by overnight delivery by internationally recognized express courier such as Federal Express or UPS; or (iii) three (3) days after deposit in the United States mail postage prepaid, registered or certified mail, return receipt requested:

To RTC:

Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

To OWNER:

Dittler Properties, LLC
Attn: Mary Dittler, Manager
P.O. Box 7763
Reno, NV 89510

Signature Pages Follow

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

OWNER:

Dittler Properties, LLC, a Nevada limited liability company

By: Mary L. Dittler
Mary Dittler, Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 24, 2024 by Mary Dittler, as Manager of Dittler Properties, LLC, a Nevada limited liability company.

S
E
A
L



Sierra Martin
Notary Public

My commission expires:
12/28/2026

RTC Signature Page Follows

RTC:

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

William Thomas, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____
by William Thomas as Executive Director of the Regional Transportation Commission of Washoe County.

S
E
A
L

Notary Public

My commission expires:

SCHEDULE 1

FORM OF GRANT, BARGAIN AND SALE DEED

APN: 013-082-19

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

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

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: APN 013-082-19

GRANT BARGAIN AND SALE DEED

THIS GRANT BARGAIN AND SALE DEED is made this _____ day of _____, 2024, between Dittler Properties, LLC, a Nevada limited liability company, hereinafter called GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereafter called GRANTEE.

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by this presents grant, bargain, sell and convey unto the GRANTEE and to its assigns forever, the real property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof (the "Property").

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the Property, together with the appurtenances, unto the said GRANTEE and to any of its heirs, successors and assigns forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, unto GRANTEE, and GRANTEE's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

RESERVING UNTO GRANTOR, any and all water rights appurtenant to the real property conveyed herein.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Dittler Properties LLC, a Nevada limited liability company

By: _____
Mary Dittler, Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on this _____ day of _____, 2024, by Mary Dittler, Manager of Dittler Properties, LLC, a Nevada limited liability company.

Notary Public

My commission expires:

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

EXHIBIT "A"
LEGAL DESCRIPTION

All of APN 013-082-19

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 further described as being a portion of the parcel of land shown on that certain RECORD OF SURVEY SHOWING THE EFFECT OF DEED OF COMBINATION DOC NO. 2201662 FOR ADONIS CORPORATION, Survey Map 3419, File No. 2202562, filed for record April 22, 1998, in the Official Records of Washoe County, Nevada and more fully described by metes and bounds as follows:

BEGINNING at the northwest corner of Grantor's property, 37.81 feet right of and at right angles to Highway Engineer's Station "M" 101+39.48 P.O.T.; said point of beginning further described as bearing S. 33°56'46" W. a distance of 2,946.51 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°53'38" E., along Grantor's northerly boundary line, a distance of 145.10 feet to Grantor's easterly boundary line, which is coincident with the westerly right-of-way line of Louise Street; thence from a tangent which bears the last described course, curving to the right along said easterly boundary line with a radius of 19.00 feet, through an angle of 89°42'00", an arc distance of 29.75 feet; thence S. 25°47'53" W., continuing along said easterly boundary line, a distance of 55.46 feet; thence N. 64°13'04" W. a distance of 71.00 feet; thence S. 25°47'53" W. a distance of 84.00 feet to Grantor's southerly boundary line; thence N. 64°13'04" W., along said southerly boundary line, a distance of 93.00 feet to Grantor's westerly boundary line; thence N. 25°47'53" E. along said westerly boundary line, a distance of 159.29 feet to the point of beginning; said parcel contains an area of 20,007 square feet (0.46 of an acre).

It is the intent of this document to convey and it does convey the parcel of land described in that certain GRANT, BARGAIN AND SALE DEED, Document No. 4676517, filed for record February 2, 2017, in the Office of the Washoe County Recorder, Washoe County, Nevada, excepting therefrom the parcel of land described in that certain DEED OF DEDICATION to the City of Reno, Document No. 2221424, filed for record June 16, 1998 in Book 5275, Page No. 629, in the Official Records of Washoe County, Nevada.

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.



8-28-24

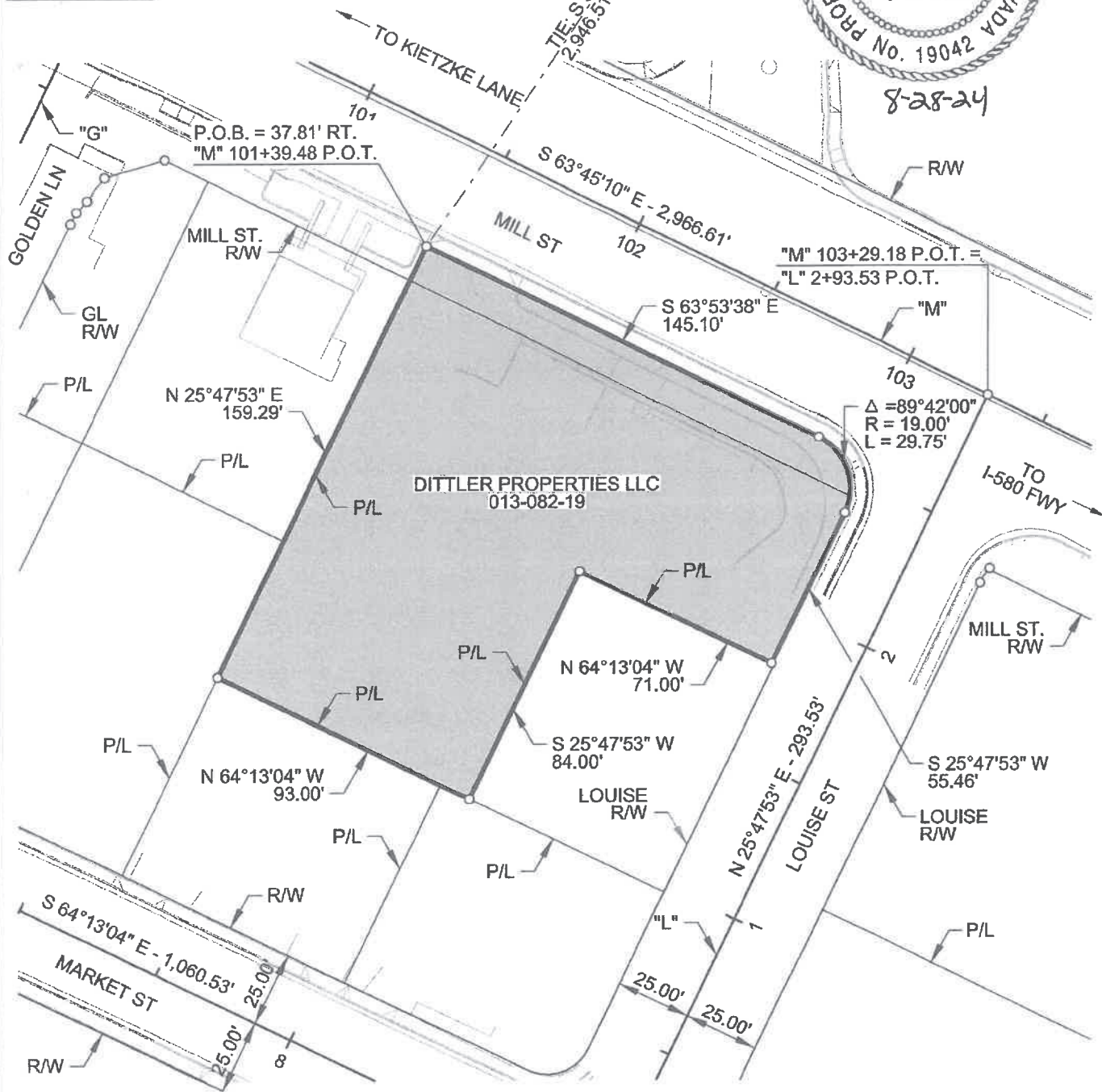
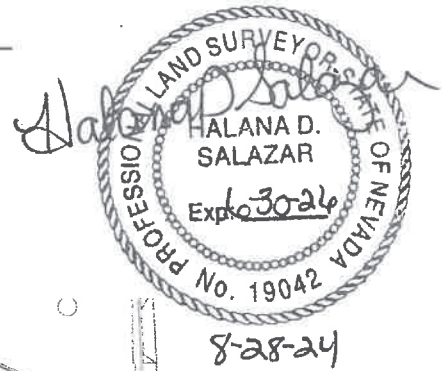
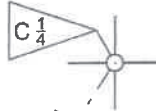
EXHIBIT "B"



SCALE: 1"=50'



TOTAL FEE ACQUISITION



OWNER:	DITTLER PROPERTIES LLC
ASSESSOR PARCEL NO's:	APN 013-082-19
SECTION, TOWNSHIP, RANGE:	SW 1/4 SECTION 7, T. 19 N., R. 20 E.
AREA:	20,007 SQUARE FEET
LOCATION:	CITY OF RENO, COUNTY OF WASHOE

<p>PROPERTY LOCATION MAP</p>	JOB NO: W7Y47500	<p>JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300</p>
	DATE: 08/28/2024	
	DRAWN BY: SB	
	CHECKED BY: HS	

SCHEDULE 2

ESCROW INSTRUCTIONS



ESCROW INSTRUCTIONS
Regional Transportation Commission

Project: Mill Street Capacity & Safety
Owner/Grantor: Dittler Properties, LLC
Parcel: 013-082-19
Grantee: Regional Transportation
Commission of Washoe County
Escrow #: 1642837

Stewart Title of Nevada, Inc., 5390 Kietzke Lane, Suite 101, Reno, NV 89511
To: Attn: Roberta Crown Rogers

In accordance with the attached agreement between Dittler Properties, LLC (Grantor) and the Regional Transportation Commission of Washoe County (RTC) please perform the following services:

1. Issue an updated preliminary title report reflecting all easements, encumbrances and liens of record. **(UPDATED TITLE REPORT MUST BE SUBMITTED TO AGENT PRIOR TO CLOSE OF ESCROW)**
2. Obtain partial reconveyances or releases of interest which are necessary to unencumber the property.
3. Disburse the sum of ONE MILLION NINE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$1,939,000), which sum will be furnished from the RTC due at close of escrow.
4. Grantor pays all accrued, due or delinquent property taxes, public improvement bonds, sewer use fees or assessments, together with penalties, if any, up to and including the date of recording.
5. Record the deed conveying title in the name of Regional Transportation Commission of Washoe County.
6. Furnish a certified copy of the closing statement, acknowledged by Grantor, to both Grantor and the RTC showing the complete breakdown of disbursements at the close of escrow.
7. Full payment of escrow fees to be made upon completion and receipt of all items listed above.
8. The RTC is not responsible for and will not pay any real estate commissions nor will any real estate commissions be deducted from funds placed in escrow.
9. Escrow Officer shall provide bi-weekly status updates of all escrow activities before the closing date to the RTC Property Agent, Michele Payne.
10. Record the "Mutual Release and Certification" signed by Alltaken, Inc. at the close of escrow.

You are to bill Regional Transportation Commission of Washoe County and provide a closing statement of the escrow for any or all of the following costs:

1. Escrow fees
2. Conveyance fees

Escrow Officer (sign & return showing receipt)

Date

COMMERCIAL LEASE AGREEMENT
(2090 Mill Street, Reno, Nevada)

This COMMERCIAL LEASE AGREEMENT (“**Lease**”) entered into as of October __, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada, a regional transportation commission governed by Nevada Revised Statutes chapter 277A (“**Landlord**”), and Alltaken, Inc., a Nevada corporation (“**Tenant**”).

RECITALS

A. Landlord will be acquiring that certain real property commonly known as 2080 and 2090 Mill Street, Reno, Nevada 89502, A.P.N. 013-082-19 (the “**Property**”) by exercise of its powers of eminent domain or by way of sale under the threat of the exercise of the power of eminent domain. The Property includes those certain commercial premises commonly referred to as 2090 Mill Street, Reno, Nevada, and all improvements thereon, consisting of a free-standing building of approximately 850 square feet (the “**Premises**”).

B. The purpose of this Lease is to set forth the terms upon which Tenant will lease the Premises from Landlord on a short-term basis pending the commencement of the construction project for which the Property was acquired by Landlord (the “**Condemnation Transaction**”).

C. This Lease is intended to provide Tenant with more time to move from the Property and relocate its business, and to ensure that Tenant will vacate the Property on or before an agreed upon date that will avoid any potential delays to the construction project.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. **EFFECTIVE DATE.** This Lease, and the terms and conditions of this Lease, shall be conditioned on, and will not become effective until, (i) Landlord and Tenant’s previous landlord, Dittler Properties, LLC, execute a purchase and sale agreement following approval by Landlord’s governing body at an open meeting, and (ii) the Condemnation Transaction closes.

2. **LEASE OF PREMISES.** Landlord shall lease to Tenant and Tenant shall lease from Landlord the Premises, including any improvements and appurtenant rights thereto, on the terms and conditions stated in this Lease.

TERM. The term of this Lease (the “**Term**”) shall commence as of the date of close of escrow (the “**Commencement Date**”) of the Condemnation Transaction, and shall expire on February 5, 2025 (the “**Expiration Date**”), unless terminated earlier pursuant to the terms of this Lease. Tenant has the right, and shall use best efforts, to move from the Property and surrender the Premises as far in advance of the Expiration Date as possible, in which case this Lease shall terminate upon surrender.

3. **ACCEPTANCE OF PREMISES.** On the Commencement Date, Tenant shall accept the Premises “AS IS,” subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby. Tenant’s

possession of the Premises on the Commencement Date shall constitute Tenant's acknowledgment that the Premises are in good condition.

4. **MONTHLY RENT DURING TERM.** Tenant shall have no obligation to Landlord during the Term of this Lease for minimum monthly rent. In consideration of that arrangement, Tenant shall use best efforts to move from the Property and surrender the Premises as far in advance of the Expiration Date as possible, with Tenant's last day of being open for business to the public being no later than January 31, 2025.

5. **NEGATION OF PARTNERSHIP.** Landlord shall not become or be deemed a partner or a joint venturer with Tenant by reason of the provisions of this Lease.

6. **FULL-NET LEASE.** Tenant shall be responsible for any and all impositions, taxes, liens, charges, expenses, repairs, or maintenance of any nature whatsoever in connection with the ownership and operation of the Premises, except as otherwise expressly provided in this Lease.

7. **TAXES; ASSESSMENTS.**

A. **Personal Property Taxes.** Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges ("Taxes") that are levied and assessed against Tenant's personal property installed or located in or on the Premises, and that become payable during the Term. If any of Tenant's personal property is assessed and taxed with Landlord's real property of which the Premises are a part, Tenant shall pay to Landlord Tenant's share of the taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of the taxes applicable to Tenant's personal property.

8. **USE; LIMITATIONS ON USE.**

A. **Use.** Tenant shall use the Premises for the purpose of operating a Wienerschnitzel and/or Tastee-Freez fast-food restaurant, including ancillary and related activities, and for no other use. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Premises or if a failure to procure such a license or permit might or would, in any way, affect Landlord, the Premises, or the ability of Tenant to operate its business, then Tenant, at Tenant's expense, shall, at all times, obtain and comply with the requirements of each such license or permit. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the present or future suitability of the Premises for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration, or improvement to the Premises.

B. **Limitations on Use.** Tenant's use of the Premises as provided in this Lease shall be in accordance with the following:

i. **Compliance with Laws:** Tenant shall comply with all Laws concerning the Premises or Tenant's use of the Premises, including, without limitation, zoning and related Laws, any and all Laws and regulations pertaining to the obligation at Tenant's cost to alter, maintain, or restore the Premises in compliance and conformity with all Laws relating to the condition, use, or occupancy of the Premises during the Term (including compliance with the Americans with Disabilities Act).

ii. **Waste; nuisance:** Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises) to other tenants at the Property or owners or occupants of adjacent properties.

9. **MAINTENANCE.** Except as provided below, Tenant at its cost shall maintain the Premises and every part thereof, including but not limited to the sidewalks, the parking lot, the landscaping that are a part of the Premises, the building structure, the plumbing, the HVAC systems, electrical wiring, lighting fixtures, ceiling panels, restroom facilities, and the improvements to the building, in good condition and repair, reasonable wear and tear excepted, except as expressly provided otherwise herein.

Landlord shall not have any responsibility to maintain the Premises except as expressly stated herein. Tenant waives the Landlord obligation for tenantability of the Premises and Tenant's right to make repairs and deduct the expenses of such repairs from rent.

Tenant understands that Landlord may, but is not obligated to, perform certain repair and improvement work and that in connection with said work, Landlord will make every effort not to unreasonably interfere with Tenant's possession. Any such interference which may occur will not entitle Tenant to any compensation from Landlord. Landlord shall provide Tenant with reasonable advance notice of its intent to perform any such repairs or improvement work.

10. **ALTERATIONS.** Tenant shall not make any alterations to the Premises without Landlord's prior written consent, which consent may be withheld or conditioned in Landlord's sole and exclusive discretion. Before making any alterations, Tenant shall submit to Landlord for Landlord's prior approval reasonably detailed plans and specifications for the alterations.

Any and all alterations, additions, and improvements (except fixtures installed by Tenant, furniture, equipment and trade fixtures, made, owned, or placed in or on the Premises by Tenant or any other person) shall on expiration or earlier termination of this Lease, become the property of Landlord and remain on the Premises.

11. **TRADE FIXTURES.** Tenant shall have the right, at Tenant's sole cost and expense, to install and affix in, to, or on the Premises any items, herein called "trade fixtures," for use in Tenant's trade or business that Tenant may, in Tenant's sole discretion, deem advisable. Any and all trade fixtures that can be removed without structural damage to the Premises shall remain the Property of the Tenant and shall be removed by Tenant before the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any trade fixtures that are not removed from the Premises by Tenant within thirty (30) days after the expiration or earlier termination, regardless of cause, of this Lease shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed.

12. **MECHANICS' LIENS.** Tenant shall pay all costs for construction done by it or caused to be done by it on the Premises, as approved by Landlord in advance as required by this Lease. Tenant shall keep the Premises free and clear of all mechanics' liens resulting from construction done by or for Tenant.

Tenant shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by Landlord, Tenant procures and records a lien release bond issued by a corporation authorized to issue surety bonds in Nevada in an amount equal to one and one-half times the amount of the claim of lien.

13. **UTILITIES AND SERVICES.**

A. **Payment of Utilities.** Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by Tenant, including, without limitation, gas, electricity, water, telephone service, and trash collection, and for all connection charges.

B. **Interruption of Services.** Except an interruption caused by the sole and active negligence, willful or intentional misconduct of Landlord or its agents, employees or contractors in the event of an interruption in or failure or inability to provide any services or utilities to the Premises for any reason (a “**Service Failure**”), such Service Failure shall not, regardless of its duration, impose upon the Landlord any liability whatsoever, constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant’s obligations under this Lease. Tenant hereby waives any benefits of any applicable existing or future law permitting the termination of this Lease due to such interruption, failure or inability.

14. **INDEMNITY; INSURANCE.**

A. **Indemnity.** Tenant waives all claims against Landlord for any injury to Tenant’s business or loss of income therefrom, damage to any property or injury to or death of any person in, on, or about the Property arising at any time and from any cause, unless caused by the sole and active negligence or willful or intentional misconduct of Landlord or its agents, employees or contractors. Tenant shall indemnify, defend (by counsel reasonably satisfactory to Landlord) and hold harmless Landlord, and Landlord’s officers, directors, partners, employees, affiliates, joint venturers, members, trustees, owners, shareholders, principals, agents, representatives, successors and assigns, from and against all claims, costs, damages, actions, indebtedness and liabilities (except such as may arise from the sole and active negligence or willful or intentional misconduct of Landlord, and Landlord’s officers, directors, partners, employees, affiliates, joint venturers, members, trustees, owners, shareholders, principals, agents, representatives, successors and assigns) arising by reason of any death, bodily injury, personal injury, property damage or any other injury or damage in connection with (i) any condition or occurrence in or about or resulting from any condition or occurrence in or about the Premises during the Term, (ii) any act or omission of Tenant, or Tenant’s agents, representatives, officers, directors, shareholders, partners, employees, successors and assigns, wherever it occurs, or (iii) any breach or default under this Lease by Tenant. The foregoing indemnity obligation of Tenant shall include reasonable attorneys’ fees, and all other reasonable costs and expenses incurred by Landlord from the first notice that any claim or demand is to be made. The provisions of this Section shall survive the expiration or earlier termination of this Lease with respect to any damage, injury, or death occurring prior to such expiration or termination.

B. **Public Liability and Property Damage Insurance.** Tenant shall obtain and keep in force during the Term a commercial general liability policy of insurance with a single combined limit of not less than \$1,000,000.00 (“**Liability Insurance**”) protecting Tenant and

Landlord whose names have been provided to Tenant in writing (as additional insured) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of this Lease.

C. **Tenant's Property Insurance.** Tenant shall, at Tenant's sole cost and expense, obtain, and keep in force during the term of the Lease an "all risk" insurance policy for Tenant's personal property, inventory, alterations, fixtures, equipment, plate glass, and leasehold improvements located on the Premises, in an amount not less than one hundred percent (100%) of their actual replacement value, providing coverage for risk of direct physical loss or damage, including sprinkler leakage, vandalism, and malicious mischief. The proceeds of such insurance shall be used to repair or replace the personal property, inventory, alteration, fixtures, equipment, and leasehold improvements so insured. Provided such proceeds are applied as set forth in this Section, any insurance proceeds received by Tenant under such policy shall be the sole property of Tenant, and Landlord shall have no rights thereto.

D. **Worker's Compensation Insurance.** Tenant shall, at Tenant's sole cost and expense, obtain, and keep in force during the Term of this Lease Worker's Compensation Insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Premises.

E. **Fire Insurance on Building and Other Improvements.** Tenant at its sole cost shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least the full replacement value. The insurance policy shall provide that any proceeds shall be made payable to Landlord. In case this Lease is terminated, the insurance policy and all rights under it or the insurance proceeds shall be assigned to Landlord at Landlord's election.

F. **Other Insurance Matters.** All the insurance required under this Lease shall:

- i. Be issued by insurance companies that are (a) authorized to do business in the State of Nevada, and (b) reasonably approved by Landlord.
- ii. All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only.
- iii. Contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party prior to the commencement of the Term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

15. **ASSIGNMENT.**

A. **Prohibition Against Voluntary Assignment, Subletting, and Encumbering.**

Tenant shall not assign, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, or sublet or license or permit the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any manner transfer all or any part of Tenant's interests under this Lease (each and all a "Transfer"). Any Transfer shall be voidable and shall constitute an incurable default.

B. **Involuntary Assignment.** No interest of Tenant in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

i. If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

ii. If a writ of attachment or execution is levied on this Lease;

iii. If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises.

An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

If a writ of attachment or execution is levied on this Lease, Tenant shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Tenant, or if a receiver is appointed, Tenant shall have sixty (60) days from the date it is served in which to have the involuntary proceeding dismissed or the receiver removed.

16. **DEFAULT.**

A. **Tenant's Default.** The occurrence of any of the following shall constitute a default by Tenant:

i. Failure to pay rent for a period of five (5) days after it is due.

ii. Failure to perform any other provision of this Lease if the failure to perform is not cured within fifteen (15) days after written notice has been given to Tenant. If the default cannot reasonably be cured within fifteen (15) days, Tenant shall not be in default of this Lease, provided that Tenant commences to cure the default within the fifteen (15)-day period and diligently and in good faith continues to cure the default.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice. Tenant shall reimburse Landlord for all attorneys' fees and other costs Landlord incurs in connection with the preparation of such notice.

B. **Landlord's Remedies.** Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

i. **Termination of Tenant's Right to Possession.** Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. On termination, Landlord has the right to recover from Tenant any damages available at law or in equity.

ii. **Landlord's Right To Cure Tenant's Default.** Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

17. **SIGNS; ADVERTISING.** Any sign that Tenant has the right to maintain shall comply with all laws, regulations, and ordinances and Tenant shall obtain any approval required by such laws, regulations and ordinances. Landlord makes no representation with respect to Tenant's ability to obtain such approval.

18. **LANDLORD'S ENTRY ON PREMISES.** Landlord and its authorized representatives shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at all reasonable times, and upon reasonable notice, for any of the following purposes:

A. To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;

B. To do any necessary maintenance and to make any restoration to the Premises that Landlord has the right or obligation to perform;

C. To serve, post, or keep posted any notices required or allowed under applicable law or the provisions of this Lease;

D. To survey and collect samples of suspected asbestos containing materials (ACMs), lead based paint (LBP), and inspection of other potentially hazardous materials including but not limited to Ballasts (Lead Risks), Fluorescent Light Bulbs (Mercury Vapor Risk), Thermostats (Liquid Mercury Risk), and Refrigerant Compressors (Chlorofluorocarbons-CFCs), as long as such activities will not prevent Tenant from operating a fast-food restaurant;

E. To shore the foundations, footings, and walls of the building and other improvements that are a part of the Premises and to erect scaffolding and protective barricades around and about the Premises, and to do any other act or thing necessary for the safety or preservation of the Premises if any excavation or other construction is undertaken or is about to be undertaken on the Property or any adjacent property or nearby street.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Section. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Section. Landlord shall conduct its activities on the Premises as allowed in this Section in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

19. **NOTICE.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, by recognized overnight courier (such as Federal Express), or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below.

To Landlord at: Regional Transportation Commission
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

To Tenant at: ALLTAKEN, INC
Attn: Anthony Coltrin
2090 Mill Street
Reno, NV 89502

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed delivered (i) upon delivery if personally delivered; (ii) one business day after deposit with a recognized overnight courier; or (iii) three (3) days after mailing if mailed as provided in this Section.

20. **WAIVER.** No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

21. **LANDLORD'S LIABILITY.** Landlord's liability to Tenant is limited pursuant to NRS chapters 41 and 277A. Nothing contained herein shall be construed to waive or limit Landlord's defense of sovereign immunity, which defense is hereby expressly reserved, nor to waive or limit the protections afforded to Landlord under applicable law.

22. **ATTORNEYS' FEES.** If either party becomes a party to any litigation concerning this Lease, the Premises, or the building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation.

If either party commences a proceeding against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

23. **SURRENDER OF PREMISES; HOLDING OVER.**

A. **Surrender of Premises.** On the expiration or earlier termination of the Term, Tenant shall surrender to Landlord the Premises in broom-clean condition and all Tenant's improvements and alterations (except for improvements and alterations that Tenant has the right to remove or is obligated to remove under the provisions of this Lease). Tenant shall remove all its personal property within the above stated time.

B. **Holding Over.** If Tenant (directly or through any transferee or other successor-in-interest of Tenant) remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the minimum monthly rent payable during Tenant's holding over shall be \$20,000. Rent for any partial month shall be prorated at the rate of \$666.67 per day. All rent shall be paid to Landlord at the address to which notices to Landlord are given. Acceptance by Landlord of rent after such termination shall not constitute a renewal of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of reentry or any other right hereunder or at law. Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, losses or damages arising or resulting directly or indirectly from Tenant's failure to timely surrender the Premises.

24. **MISCELLANEOUS PROVISIONS.**

A. **General Conditions.**

i. **Time of Essence.** Time is of the essence of each provision of this Lease.

ii. **Successors.** This lease shall be binding on and inure to the benefit of the parties and their successors, assigns, heirs and personal representatives.

iii. **Rent Payable in U.S. Money.** Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

B. Interpretation of Lease.

i. Nevada Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Nevada.

ii. Integrated Agreement: Modification. This Lease is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Lease may not be modified, changed, supplemented, or superseded, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

iii. Definitions. As used in this Lease, the following words and phrases shall have the following meanings:

(1) Good condition--the good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, show windows, appurtenances, and Tenant's personal property as defined here. "In good condition" means first-class, neat, clean, and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

(2) Law--any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the Lease or at any time during the Term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).

(3) Lien--a charge imposed on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this Lease are mechanics' liens.

(4) Maintenance--repairs, replacement, repainting, and cleaning.

(5) Person--one or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

(6) Rent--All charges due from Tenant to Landlord hereunder, including such charges and obligations for which Tenant is responsible hereunder in any way related to the Premises or this Lease.

(7) Restoration--the reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.

(8) Successor--assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this Lease, to the rights or obligations of either party.

(9) Tenant's improvement--any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the Term, including, without limitation, fixtures (not including Tenant's trade fixtures).

(10) Tenant's personal property--Tenant's equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, or otherwise owned by Tenant, including Tenant's trade fixtures.

(11) Tenant's trade fixture--any property installed in or on the Premises by Tenant or its predecessors in interest for purposes of trade, manufacture, ornament, or related use.

iv. Joint and Several Obligations. "Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

v. Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

vi. Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

Regional Transportation Commission of Washoe County, Nevada

By: _____
Bill Thomas, Executive Director

TENANT:

ALLTAKEN, INC
a Nevada corporation

By:  _____
Anthony Coltrin, President



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.3.2

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Administrative Settlement - Golden Valley Holding, LLC

RECOMMENDED ACTION

Approve an administrative settlement in the amount of \$76,730 authorizing RTC to acquire certain property interests related to APN: 013-081-29 from Golden Valley Holding, LLC, for the Mill Street Capacity and Safety Project.

BACKGROUND AND DISCUSSION

RTC is in the process of acquiring property needed for the Mill Street Capacity and Safety Project. RTC and Golden Valley Holding, LLC have negotiated an agreement to purchase certain property interests related to APN 013-081-29, contingent upon Board approval. The proposed purchase price is \$199,224, which represents a proposed administrative settlement of \$76,730 above RTC's original appraised value and offer of \$122,494. RTC Management Policy P-55 requires Board approval of administrative settlements in excess of \$50,000.

Staff recommends approval of the settlement. If the Board approves the settlement, the Executive Director will execute the attached agreement and RTC will acquire the property interests. If the Board does not approve the settlement, staff will continue to attempt to negotiate for the purchase of the property interests until it becomes necessary to file a complaint in eminent domain.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: 013-081-29
Situs': 600 Kietzke Lane

PUBLIC HIGHWAY AGREEMENT

THIS PUBLIC HIGHWAY AGREEMENT ("AGREEMENT"), made this _____ day of _____, 2024 (the "EFFECTIVE DATE"), by and between, Golden Valley Holdings, LLC, a Nevada limited liability company, hereinafter called the ("OWNER"), and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called the ("RTC").

WITNESSETH:

1. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, represents the following:

(a) OWNER is the owner of that certain real property located in Washoe County, Nevada, described as Assessor's Parcel Number 013-081-29 (the "OWNER PROPERTY").

(b) OWNER owns fee title to OWNER PROPERTY and there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

(c) That there are no leases, licenses, conditions, actions or threatened or pending litigation related to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

2. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, agrees as follows:

(a) To sell and convey a portion of the OWNER PROPERTY to the RTC, free and clear of any liens or encumbrances created by OWNER, by way of a grant, bargain and sale deed in substantially the form attached hereto as Schedule 1; this real property is described on Exhibit "A" to Schedule 1 and depicted on Exhibit "B" to Schedule 1, attached hereto and made a part hereof (the "LAND").

(b) To grant a temporary construction easement to the RTC upon, over and across a portion of the OWNER PROPERTY by way of a temporary construction easement document in substantially the form attached hereto as Schedule 2; this temporary construction easement is described on Exhibit "A" to Schedule 2 and depicted on Exhibit "B" to Schedule 2, attached hereto and made a part hereof (the "TCE EASEMENT AREA").

(c) To deliver all of the forementioned documents, fully executed and notarized where required to the RTC with the executed copy of this AGREEMENT.

(d) To deliver a W-9 (on forms provided by the RTC) to the RTC with the executed copy of this AGREEMENT.

(e) To be responsible for the LAND and TCE EASEMENT AREA, including risk and liability for loss and damage, including all repairs to the premises prior to the ESCROW CLOSING DATE.

(f) To acknowledge and hereby does acknowledge, that a public highway and the necessary incidents thereto (the "PROJECT"), are to be located upon, over, and across the LAND.

(g) To waive, and hereby does waive, all claims and rights that OWNER may have to seek consequential, special and/or punitive damages in relation to any breach of the obligations contemplated in this AGREEMENT, and acknowledges that nothing in this AGREEMENT is intended to or shall it be construed to waive the rights, limitations and immunities of the RTC under Nevada Revised Statutes Chapter 41.

3. The RTC, in consideration of the promises and covenants of the OWNER herein set forth, agrees as follows:

(a) To pay to the OWNER through the deposit into escrow the sum of ONE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$199,224), which shall be the total purchase price for the LAND AND TCE EASEMENT AREA.

(b) To deliver to CONSULTANT such other documentation as CONSULTANT may reasonably require consummating the real property transfers in accordance with the terms of this AGREEMENT.

(c) To acknowledge, and hereby does acknowledge, that the real property conveyed hereby is transferred and sold "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON, and that OWNER has not made and specifically disclaims any representations, warranties, promises, covenants or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future with respect to the LAND and TCE EASEMENT AREA, and hereby waives any right to make any claim against OWNER based on any of the foregoing.

(d) To leave the TCE EASEMENT AREA in as neat and presentable condition as existed prior to RTC's entry.

4. In the event of any default by OWNER under this AGREEMENT, the RTC may, as its sole and exclusive remedy for such default, either: (1) terminate this AGREEMENT in its entirety by delivery of notice of termination to OWNER and receive a refund of all amounts paid by RTC to the OWNER, or (2) continue this AGREEMENT pending the RTC's action for injunctive relief and/or specific performance hereunder provided appropriate proceedings are commenced by the RTC within ninety (90) days following RTC's written notice to OWNER of OWNER's default. Nothing in this Section shall limit or impair the rights of the RTC to condemn or exercise its power of condemnation and eminent domain with respect to real property interests needed for the PROJECT including, but not limited to, the LAND and TCE EASEMENT AREA.

5. With respect to the PROJECT, it is mutually agreed and understood by the RTC and by the OWNER as follows:

(a) Based upon the best information available to RTC for the time frame of the PROJECT, the term of the TCE EASEMENT shall commence on January 1, 2025, and shall continue through and including December 31, 2027. The RTC shall have the option, at its sole discretion, to extend the term of the TCE EASEMENT under the same terms and conditions of this AGREEMENT, for One (1) additional successive term of Twelve (12) months, for a total TCE EASEMENT term not to exceed four (4) years, by delivering written notice to OWNER not later than November 30, 2027. The RTC's exercise of the term extension option shall not be effective or binding upon the RTC unless and until the same has been approved by the appropriate official action of the RTC and communicated in writing to the OWNER.

(b) In the event the RTC exercises its option to extend the term of the TCE EASEMENT, the rental rate price to be paid by the RTC to the OWNER shall be that same rental rate as established in this AGREEMENT of: FIFTY-FIVE DOLLARS (\$55.00) per square foot for Assessor Parcel No. 013-081-29, multiplied by a rental rate of NINE percent (9%) multiplied by ONE (1) year, for a total amount of EIGHT THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS (\$8,762). Payment of the foregoing sum to OWNER by the RTC shall be a condition to the effectiveness of the option to extend the term of the TCE EASEMENT. Upon completion of the Project, the RTC will execute any documentation as may be reasonably necessary to cause the TCE EASEMENT to be released of record.

(c) That as soon as reasonably practicable following the EFFECTIVE DATE hereof, the RTC shall commence and thereafter shall use its commercially reasonable best efforts to complete the PROJECT within the timeline (as may be extended) previously provided to OWNER and as provided for by all applicable laws and standards.

6. It is further mutually agreed and understood by the RTC and by the OWNER as follows:

(a) The laws of the State of Nevada shall be applied in interpreting and construing this AGREEMENT. The party's consent to the exclusive jurisdiction and venue of the Second Judicial District Court in and for the State of Nevada, located in Washoe County, Nevada, for the enforcement of this AGREEMENT.

(b) This AGREEMENT shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(c) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.

(d) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(e) The covenants and agreements expressed in the AGREEMENT shall survive the Close of Project.

(f) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this AGREEMENT.

(g) Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

(h) That the persons signing this AGREEMENT and all related documents on behalf of the RTC and OWNER are duly authorized to so sign and have the full power and authority to bind them, and to enter into and perform the obligations hereunder.

(i) That this AGREEMENT may be executed in counterpart.

(j) Notices. Except as otherwise expressly specified in this AGREEMENT, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed given: (i) immediately when delivered by hand; (ii) the next business day when sent by overnight delivery by internationally recognized express courier such as Federal Express or UPS; or (iii) three (3) days after deposit in the United States mail postage prepaid, registered or certified mail, return receipt requested:

To RTC:

Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

To OWNER:

Golden Valley Holdings, LLC
Attn: Jasper Chahal
410 Copper Vista Court
Reno, NV 89506

Signature Pages Follow

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

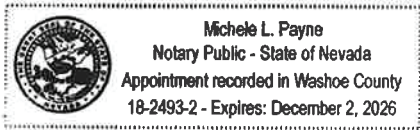
OWNER: Golden Valley Holdings, LLC, a Nevada limited liability company

By: Jasper Chahal
Jasper Chahal
JASBIR
Its: OWNER (President)

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on November 5, 2024 by Jasper Chahal, as President of Golden Valley Holdings, LLC.

S
E
A
L



Michele Payne
Notary Public

My commission expires:
12/2/2026

RTC Signature Page Follows

RTC:

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

William Thomas, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____
by William Thomas as Executive Director of the Regional Transportation Commission of Washoe County.

S
E
A
L

Notary Public

My commission expires:

SCHEDULE 1

FORM OF GRANT, BARGAIN AND SALE DEED

APN: Ptn of 013-081-29

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

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

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: Ptn. of APN 013-081-29

GRANT BARGAIN AND SALE DEED

THIS GRANT BARGAIN AND SALE DEED, made this _____ day of _____, 2024, between Golden Valley Holdings, LLC, a Nevada limited liability company, hereinafter called GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by this presents grant, bargain, sell and convey unto the GRANTEE and to its assigns forever, the real property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof (the "Property").

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the Property, together with the appurtenances, unto the said GRANTEE and to any of its heirs, successors and assigns forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, unto GRANTEE, and GRANTEE's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Golden Valley Holdings, LLC, a Nevada limited liability company

By: _____
Jasper Chahal

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on this ____ day of _____, 2024,
by Jasper Chahal, the _____ of Golden Valley Holdings, LLC, a Nevada limited
liability company.

Notary Public

My commission expires:

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

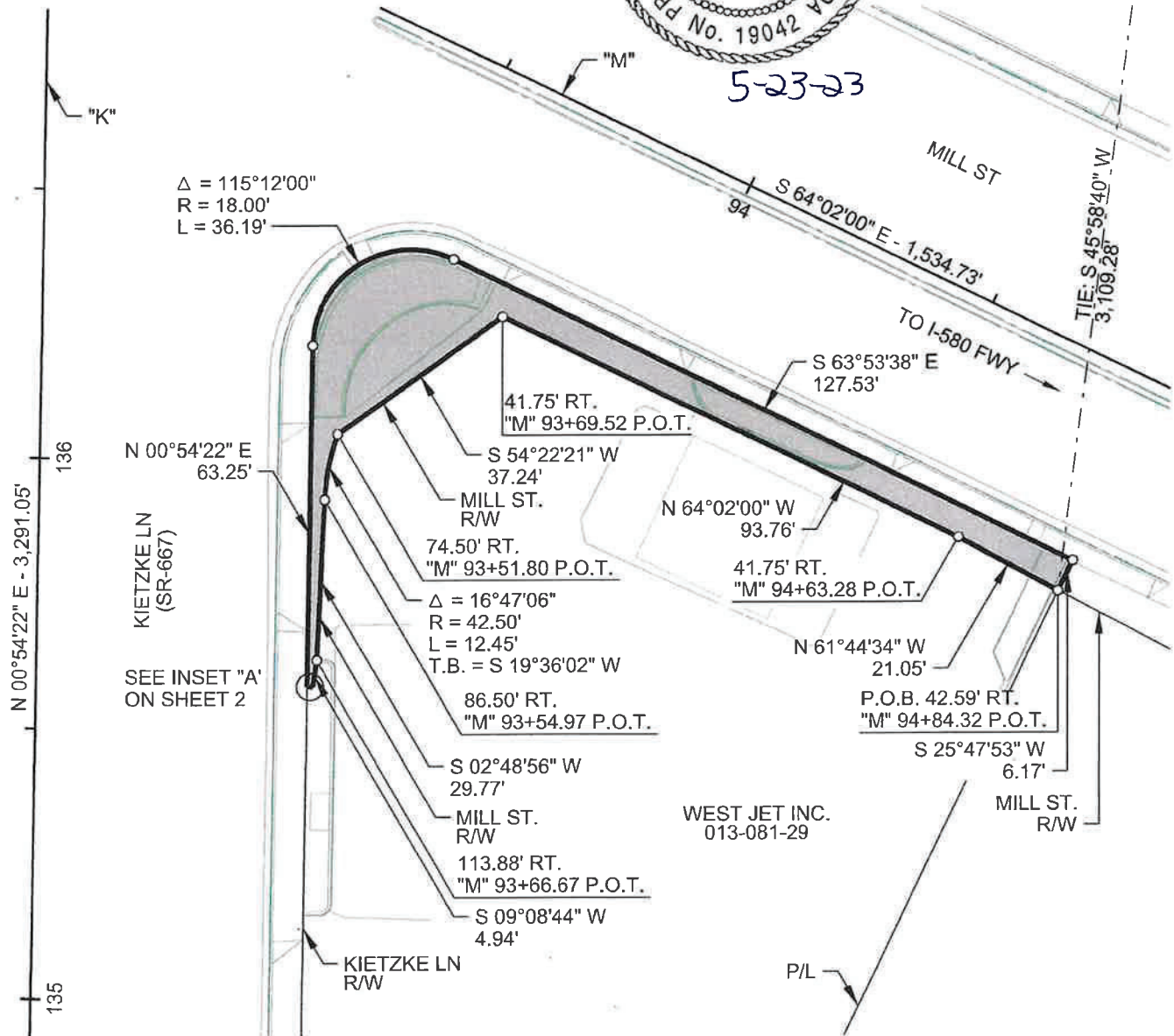
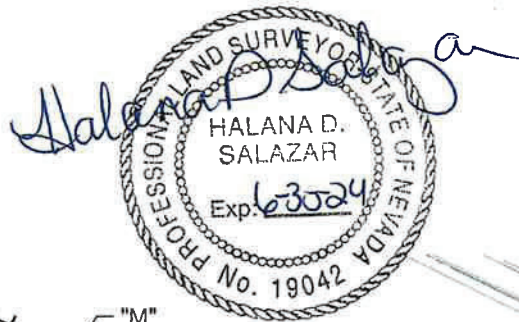
EXHIBIT "B"



SCALE: 1"=30'



FEE ACQUISITION



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

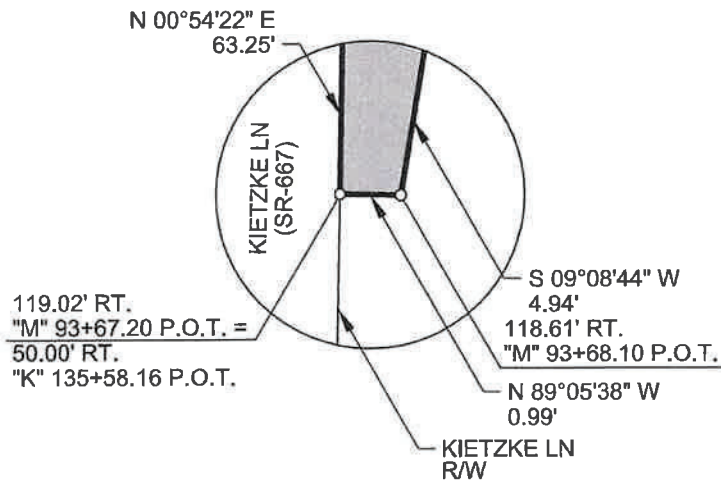
JOB NO: W7Y47500
 DATE: 05/22/2023
 DRAWN BY: SB
 CHECKED BY: HS

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

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

DATE: 05/22/2023

DRAWN BY: SB

CHECKED BY: HS

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

SCHEDULE 2

FORM OF TEMPORARY CONSTRUCTION EASEMENT DEED

Ptn. of APN: 013-081-29

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

LEGAL DESCRIPTION PREPARED BY:
Halana D. Salazar, PLS
Jacobs Engineering
50 W. Liberty Street, Suite 205
Reno, NV 89501

Project: Mill Street Capacity & Safety Project (the "Project")
Project #: 0211007
Parcel: Ptn. of APN 013-081-29

TEMPORARY EASEMENT DEED

THIS DEED, made this day of , 2024
between, Golden Valley Holdings, LLC, a Nevada limited liability company, hereinafter called
GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY,
hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement), for the purposes of:

the construction of roadway widening improvements along Mill Street and a new road connection between Mill Street and Market Street. This work includes construction of sidewalk, curb and gutter, curb ramps, asphalt roadway, traffic signal, lighting, drainage improvements, utility relocations, demolition activities of existing building structures, removal and stub of existing utilities to the site, removal of fencing, removal of landscaping, grading, and all other construction work necessary to complete the Project.

The Temporary Easement shall commence on or after January 1, 2025, and shall continue through and include the termination date of December 31, 2027.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

IN WITNESS WHEREOF, GRANTOR has hereunto signed on the day and year first above written.

Golden Valley Holdings, LLC, a Nevada limited liability company

By: _____
Jasper Chahal

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____ by Jasper Chahal, _____ for Golden Valley Holdings, LLC, a Nevada limited liability company.

S
E
A
L

Signature of notarial officer

Print name

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.

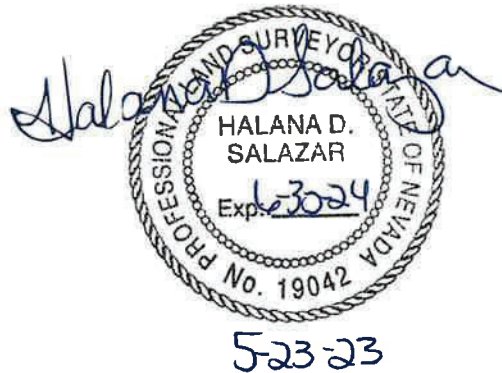


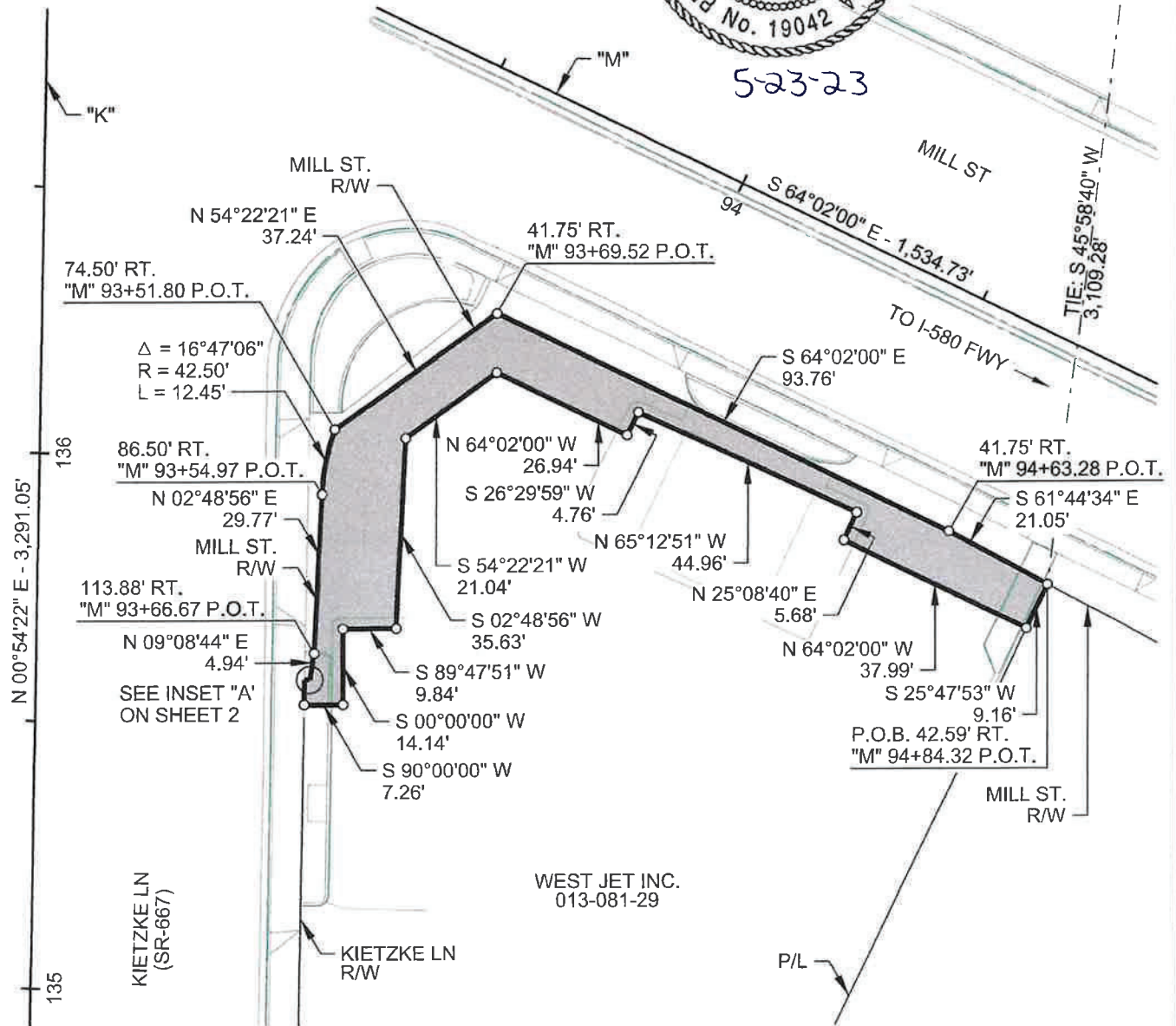
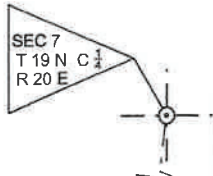
EXHIBIT "B"



SCALE: 1"=30'



TEMPORARY CONSTRUCTION EASEMENT



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	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/23/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

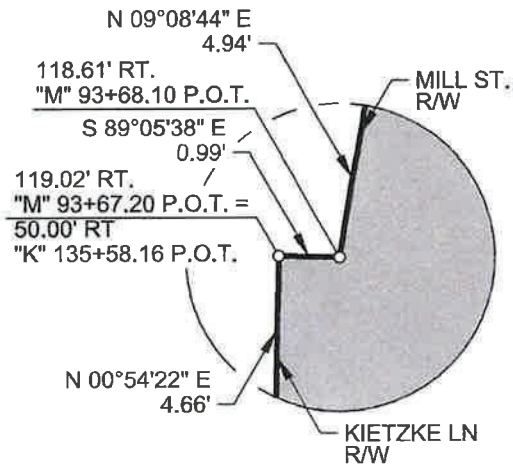
EXHIBIT "B"



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

DATE: 05/23/2023

DRAWN BY: SB

CHECKED BY: HS

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.3.3

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Administrative Settlement - Wilson Bros. Sales

RECOMMENDED ACTION

Approve an administrative settlement in the amount of \$115,790.25 authorizing RTC to acquire certain property interests related to APN: 012-201-23 from Wilson Bros. Sales, for the Mill Street Capacity and Safety Project.

BACKGROUND AND DISCUSSION

RTC will acquire the property interests. If the Board does not approve the settlement, staff will continue to attempt to negotiate for the purchase of the property interests until it becomes necessary to file a complaint in eminent domain. RTC is in the process of acquiring property needed for the Mill Street Capacity and Safety Project. RTC and Wilson Bros. Sales have negotiated an agreement to purchase certain property interests related to APN 012-201-23, contingent upon Board approval. The proposed purchase price is \$341,190.25, which represents a proposed administrative settlement of \$115,790.25 above RTC's original appraised value and offer of \$225,400. RTC Management Policy P-55 requires Board approval of administrative settlements in excess of \$50,000.

Staff recommends approval of the settlement. If the Board approves the settlement, the Executive Director will execute the attached agreement and RTC will acquire the property interests. If the Board does not approve the settlement, staff will continue to attempt to negotiate for the purchase of the property interests until it becomes necessary to file a complaint in eminent domain.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: 012-201-23
Situs': 1835 Mill Street

PUBLIC HIGHWAY AGREEMENT

THIS PUBLIC HIGHWAY AGREEMENT ("AGREEMENT"), made this _____ day of _____, 2024 (the "EFFECTIVE DATE"), by and between, Wilson Bros. Sales, a Nevada General Partnership, hereinafter called the ("OWNER"), and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called the ("RTC").

WITNESSETH:

1. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, represents the following:

(a) OWNER is the owner of that certain real property located in Washoe County, Nevada, described as Assessor's Parcel Number 012-201-23 (the "OWNER PROPERTY").

(b) OWNER owns fee title to OWNER PROPERTY and there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

(c) That there are no leases, licenses, conditions, actions or threatened or pending litigation related to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

2. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, agrees as follows:

(a) To sell and convey a portion of the OWNER PROPERTY to the RTC, free and clear of any liens or encumbrances created by OWNER, by way of a grant, bargain and sale deed in substantially the form attached hereto as Schedule 1; this real property is described on Exhibit "A" to Schedule 1 and depicted on Exhibit "B" to Schedule 1 attached hereto and made a part hereof (the "LAND").

(b) To grant a temporary construction easement to the RTC upon, over and across a portion of the OWNER PROPERTY by way of a temporary construction easement document in substantially the form attached hereto as Schedule 2; this temporary construction easement is described on Exhibit "A" to Schedule 2 and depicted on Exhibit "B" to Schedule 2 attached hereto and made a part hereof (the "TCE EASEMENT AREA").

(c) To deliver all of the forementioned documents, fully executed and notarized where required to the RTC with the executed copy of this AGREEMENT

(d) To deliver a W-9 (on forms provided by the RTC) to the RTC with the executed copy of this AGREEMENT.

(e) To be responsible for the LAND and TCE EASEMENT AREA, including risk and liability for loss and damage, including all repairs to the premises prior to the conclusion of this TRANSACTION.

(f) To acknowledge and hereby does acknowledge, that a public highway and the necessary incidents thereto (the "PROJECT"), are to be located upon, over, and across the LAND.

(g) To waive, and hereby does waive, all claims and rights that OWNER may have to seek consequential, special and/or punitive damages in relation to any breach of the obligations contemplated in this AGREEMENT, and acknowledges that nothing in this AGREEMENT is intended to or shall it be construed to waive the rights, limitations and immunities of the RTC under Nevada Revised Statutes Chapter 41.

3. The RTC, in consideration of the promises and covenants of the OWNER herein set forth, agrees as follows:

(a) To pay to the OWNER the sum of THREE HUNDRED FORTY-ONE THOUSAND ONE HUNDRED NINETY DOLLARS & .25 CENTS (**\$341,190.25**), which shall be the total purchase price for the LAND AND TCE EASEMENT AREA.

(b) To deliver to CONSULTANT such other documentation as CONSULTANT may reasonably require consummating the real property transfers in accordance with the terms of this AGREEMENT.

(c) To acknowledge, and hereby does acknowledge, that the real property conveyed hereby is transferred and sold "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON, and that OWNER has not made and specifically disclaims any representations, warranties, promises, covenants or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future with respect to the LAND and TCE EASEMENT AREA, and hereby waives any right to make any claim against OWNER based on any of the foregoing.

(d) To leave the TCE EASEMENT AREA in as neat and presentable condition as existed prior to RTC's entry.

4. In the event of any default by OWNER under this AGREEMENT, the RTC may, as its sole and exclusive remedy for such default, either: (1) terminate this AGREEMENT in its entirety by delivery of notice of termination to OWNER and receive a refund of all amounts paid by RTC to the OWNER, or (2) continue this AGREEMENT pending the RTC's action for injunctive relief and/or specific performance hereunder provided appropriate proceedings are commenced by the RTC within ninety (90) days following RTC's written notice to OWNER of OWNER's default. Nothing in this Section shall limit or impair the rights of the RTC to condemn or exercise its power of condemnation and eminent domain with respect to real property interests needed for the PROJECT including, but not limited to, the LAND and TCE EASEMENT AREA.

5. With respect to the PROJECT, it is mutually agreed and understood by the RTC and by the OWNER as follows:

(a) Based upon the best information available to RTC for the time frame of the PROJECT, the term of the TCE EASEMENT shall commence on March 1, 2025 and shall continue through and including August 31, 2026. The RTC shall have the option, at its sole discretion, to extend the term of the TCE EASEMENT under the same terms and conditions of this AGREEMENT, for One (1) additional successive term of Six (6) months, for a total TCE EASEMENT term not to exceed two (2) years, by delivering written notice to OWNER not later than June 30, 2026. The RTC's exercise of the term extension option shall not be effective or binding upon the RTC unless and until the same has been approved by the appropriate official action of the RTC and communicated in writing to the OWNER.

(b) In the event the RTC exercises its option to extend the term of the TCE EASEMENT, the rental rate price to be paid by the RTC to the OWNER shall be that same rental rate as established in this AGREEMENT of: ONE THOUSAND FIVE HUNDRED DOLLARS per month for six months, for Assessor Parcel No. 012-201-23 for a total amount of \$9,000. Payment of the foregoing sum to OWNER by the RTC shall be a condition to the effectiveness of the option to extend the term of the TCE EASEMENT. Upon completion of the Project, the RTC will execute any documentation as may be reasonably necessary to cause the TCE EASEMENT to be released of record.

(c) That as soon as reasonably practicable following the EFFECTIVE DATE hereof, the RTC shall commence and thereafter shall use its commercially reasonable best efforts to complete the PROJECT within the timeline (as may be extended) previously provided to OWNER and as provided for by all applicable laws and standards.

6. It is further mutually agreed and understood by the RTC and by the OWNER as follows:

(a) The laws of the State of Nevada shall be applied in interpreting and construing this AGREEMENT. The party's consent to the exclusive jurisdiction and venue of the Second Judicial District Court in and for the State of Nevada, located in Washoe County, Nevada, for the enforcement of this AGREEMENT.

(b) This AGREEMENT shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(c) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.

(d) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(e) The covenants and agreements expressed in the AGREEMENT shall survive the Close of Project.

(f) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this AGREEMENT.

(g) Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

(h) That the persons signing this AGREEMENT and all related documents on behalf of the RTC and OWNER are duly authorized to so sign and have the full power and authority to bind them, and to enter into and perform the obligations hereunder.

(i) That this AGREEMENT may be executed in counterpart.

(j) Notices. Except as otherwise expressly specified in this AGREEMENT, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed given: (i) immediately when delivered by hand; (ii) the next business day when sent by overnight delivery by internationally recognized express courier such as Federal Express or UPS; or (iii) three (3) days after deposit in the United States mail postage prepaid, registered or certified mail, return receipt requested:

To RTC:

Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

To OWNER:

Wilson Bros. Sales
Attn: John & Thomas Wilson
1130 Kietzke Lane
Reno, NV 89502

Signature Pages Follow

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

OWNER: Wilson Bros. Sales

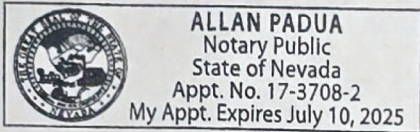
By: John L. Wilson
John L. Wilson, General Partner

By: Thomas J. Wilson
Thomas J. Wilson, General Partner

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on 10/16/2024 by John L. Wilson, as a General Partner of Wilson Bros. Sales, a Nevada General Partnership.

S
E
A
L



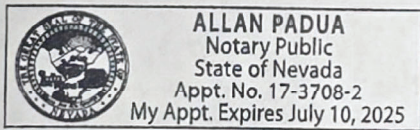
[Signature]
Notary Public

My commission expires:
July 10, 2025

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on 10/16/2024 by Thomas J. Wilson, as a General Partner of Wilson Bros. Sales, a Nevada General Partnership.

S
E
A
L



[Signature]
Notary Public

My commission expires:
July 10, 2025

RTC Signature Page Follows

RTC:

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

William Thomas, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____
by William Thomas as Executive Director of the Regional Transportation Commission of Washoe County.

S
E
A
L

Notary Public

My commission expires:

SCHEDULE 1

FORM OF GRANT, BARGAIN AND SALE DEED

APN: Ptn of 012-201-23

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

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

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: Ptn. of APN 012-201-23

GRANT BARGAIN AND SALE DEED

THIS GRANT BARGAIN AND SALE DEED, made this _____ day of _____, 2024, between Wilson Bros. Sales, a Nevada General Partnership, hereinafter called GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by this presents grant, bargain, sell and convey unto the GRANTEE and to its assigns forever, the real property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof (the "Property").

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the Property, together with the appurtenances, unto the said GRANTEE and to any of its heirs, successors and assigns forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, unto GRANTEE, and GRANTEE's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Wilson Bros. Sales, a Nevada General Partnership

By: _____
John L. Wilson, General Partner

By: _____
Thomas J. Wilson, General Partner

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on this ____ day of _____, 2024, by John L. Wilson as General Partner of Wilson Bros. Sales.

Notary Public

My commission expires:

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on this ____ day of _____, 2024, by Thomas J. Wilson as General Partner of Wilson Bros. Sales.

Notary Public

My commission expires:

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 012-201-23
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 left or northerly right-of-way line of Mill Street with Grantor's easterly boundary line, 67.42 feet left of and at right angles to Highway Engineer's Station "M" 94+08.27 P.O.T.; said point of beginning further described as bearing S. 48°02'19" W. a distance of 3,033.90 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. 04°37'22" W., along said easterly boundary line, a distance of 25.42 feet to the former left or northerly right-of-way line of said Mill Street; thence N. 63°53'38" W., along said former right-of-way line, a distance of 97.54 feet; 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 46.00 feet, through an angle of 63°10'10", an arc distance of 50.72 feet to Grantor's northerly boundary line; thence S. 89°31'38" E., along Grantor's northerly boundary line, a distance of 8.25 feet to said left or northerly right-of-way line of Mill Street; thence along said northerly right-of-way line the following five (5) courses and distances:

- 1) from a tangent which bears S. 35°52'54" E., curving to the left with a radius of 9.50 feet, through an angle of 28°09'06", an arc distance of 4.67 feet;
- 2) S. 64°02'00" E. – 8.46 feet;
- 3) N. 70°45'35" E. – 1.96 feet;
- 4) S. 19°02'00" E. – 8.09 feet;

5) S. 64°02'00" E 101.79 feet to the point of beginning;

said parcel contains an area of 2,960 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.

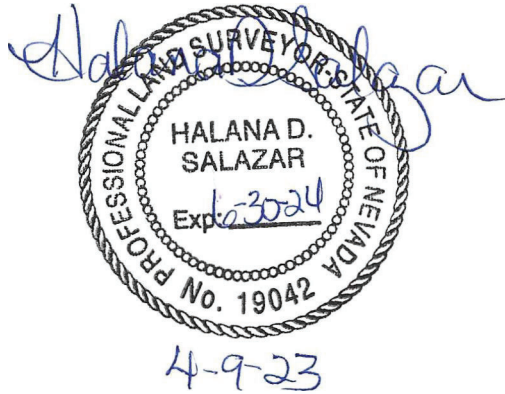


EXHIBIT "B"



SCALE: 1"=50'



FEE ACQUISITION

$\Delta = 28^{\circ}09'06''$
 $R = 9.50'$
 $L = 4.67'$
 T.B. = S $35^{\circ}52'54''$ E

72.87' LT. "M" 92+86.44 P.O.T.

N $00^{\circ}54'22''$ E N $00^{\circ}28'09''$ E
 35.18'
 1,572.07'

S $89^{\circ}31'38''$ E
 8.25'

$\Delta = 63^{\circ}10'10''$
 $R = 46.00'$
 $L = 50.72'$

S $64^{\circ}02'00''$ E
 8.46'

71.75' LT. "M" 92+90.92 P.O.T.

S $19^{\circ}02'00''$ E
 8.09'

67.42' LT. "M" 93+06.48 P.O.T.

WILSON
 BROS SALES
 012-201-23

S $64^{\circ}02'00''$ E
 101.79'

S $04^{\circ}37'22''$ W
 25.42'

N $63^{\circ}53'38''$ W
 97.54'
 P.O.B. = 67.42' LT.
 "M" 94+08.27 P.O.T.

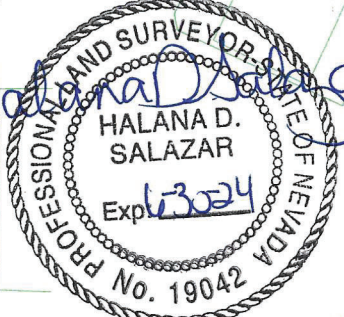
"M" 92+56.35 P.O.T. =
 "K" 137+12.93 P.O.T.

"K" 137+48.11 A.P.
 $L = 00^{\circ}26'13''$ LT.

N $00^{\circ}54'22''$ E - 3,255.87'

135
 136
 KIETZKE LN (SR-667)

MILL ST.
 R/W



KIETZKE LN.
 R/W

S $64^{\circ}02'00''$ E - 1,534.73'

MILL ST

TO I-580 FWY

"M"

P/L

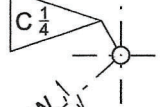
71.75' LT. "M" 92+99.38 P.O.T.

S $64^{\circ}02'00''$ E
 8.46'

N $70^{\circ}45'35''$ E
 1.96'

73.14' LT. "M" 93+00.76 P.O.T.

S $19^{\circ}02'00''$ E
 8.09'



TIE: S $48^{\circ}02'19''$ W
 3,033.90'

P/L

SUNSHINE LN.
 R/W

MILL ST.
 R/W

OWNER: WILSON BROS SALES
 ASSESSOR PARCEL NO's: APN 012-201-23
 SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.
 AREA: 2,960 SQUARE FEET
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP

JOB NO: W7Y47500

DATE: 04/17/2023

DRAWN BY: SB

CHECKED BY: HS

JACOBS

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

SCHEDULE 2

FORM OF TEMPORARY CONSTRUCTION EASEMENT DEED

Ptn. of APN: 012-201-23

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

LEGAL DESCRIPTION PREPARED BY:
Halana D. Salazar, PLS
Jacobs Engineering
50 W. Liberty Street, Suite 205
Reno, NV 89501

Project: Mill Street Capacity & Safety Project (the "Project")
Project #: 0211007
Parcel: Ptn. Of APN 012-201-23

TEMPORARY EASEMENT DEED

THIS DEED, made this _____ day of _____, 2024 between, Wilson Bros. Sales, a Nevada General Partnership, hereinafter called GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement), for the purposes of:

the construction of roadway widening improvements along Mill Street and a new road connection between Mill Street and Market Street. This work includes construction of sidewalk, curb and gutter, curb ramps, asphalt roadway, traffic signal, lighting, drainage improvements, utility relocations, demolition activities of existing building structures, removal and stub of existing utilities to the site, removal of fencing, removal of landscaping, grading, and all other construction work necessary to complete the Project.

The Temporary Easement shall commence on or after October 1, 2024 and shall continue through and include the termination date of September 30, 2027.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

IN WITNESS WHEREOF, GRANTOR has hereunto signed on the day and year first above written.

Wilson Bros. Sales, a Nevada General Partnership

By: _____
John L. Wilson, General Partner

By: _____
Thomas J. Wilson, General Partner

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on this ____ day of _____, 2024, by John L. Wilson as General Partner of Wilson Bros. Sales.

Notary Public

My commission expires:

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on this ____ day of _____, 2024, by Thomas J. Wilson as General Partner of Wilson Bros. Sales.

Notary Public

My commission expires:

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 012-201-23

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 left or northerly right-of-way line of Mill Street with Grantor's easterly boundary line, 67.42 feet left of and at right angles to Highway Engineer's Station "M" 94+08.27 P.O.T.; said point of beginning further described as bearing S. 48°02'19" W. a distance of 3,033.90 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 northerly right-of-way line the following five (5) courses and distances:

- 1 N. 64°02'00" W. – 101.79 feet;
- 2) N. 19°02'00" W. – 8.09 feet;
- 3) S. 70°45'35" W. – 1.96 feet;
- 4) N. 64°02'00" W. – 8.46 feet;
- 5) from a tangent which bears the last described course, curving to the right with a radius of 9.50 feet, through an angle of 28°09'06", an arc distance of 4.67 feet to Grantor's northerly boundary line;

thence S. 89°31'38" E., along said northerly boundary line, a distance of 18.37 feet; thence along the following four (4) courses and distances:

- 1) S. 19°02'00" E – 5.46 feet;

- 2) S. 64°02'00" E. – 37.37 feet;
- 3) S. 89°18'26" E. – 21.86 feet;
- 4) S. 64°02'00" E. – 36.90 feet to said Grantor's easterly boundary line;

thence S. 04°37'22" W., along said easterly boundary line, a distance of 20.22 feet to the point of beginning; said parcel contains an area of 1,518 square feet (0.03 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.



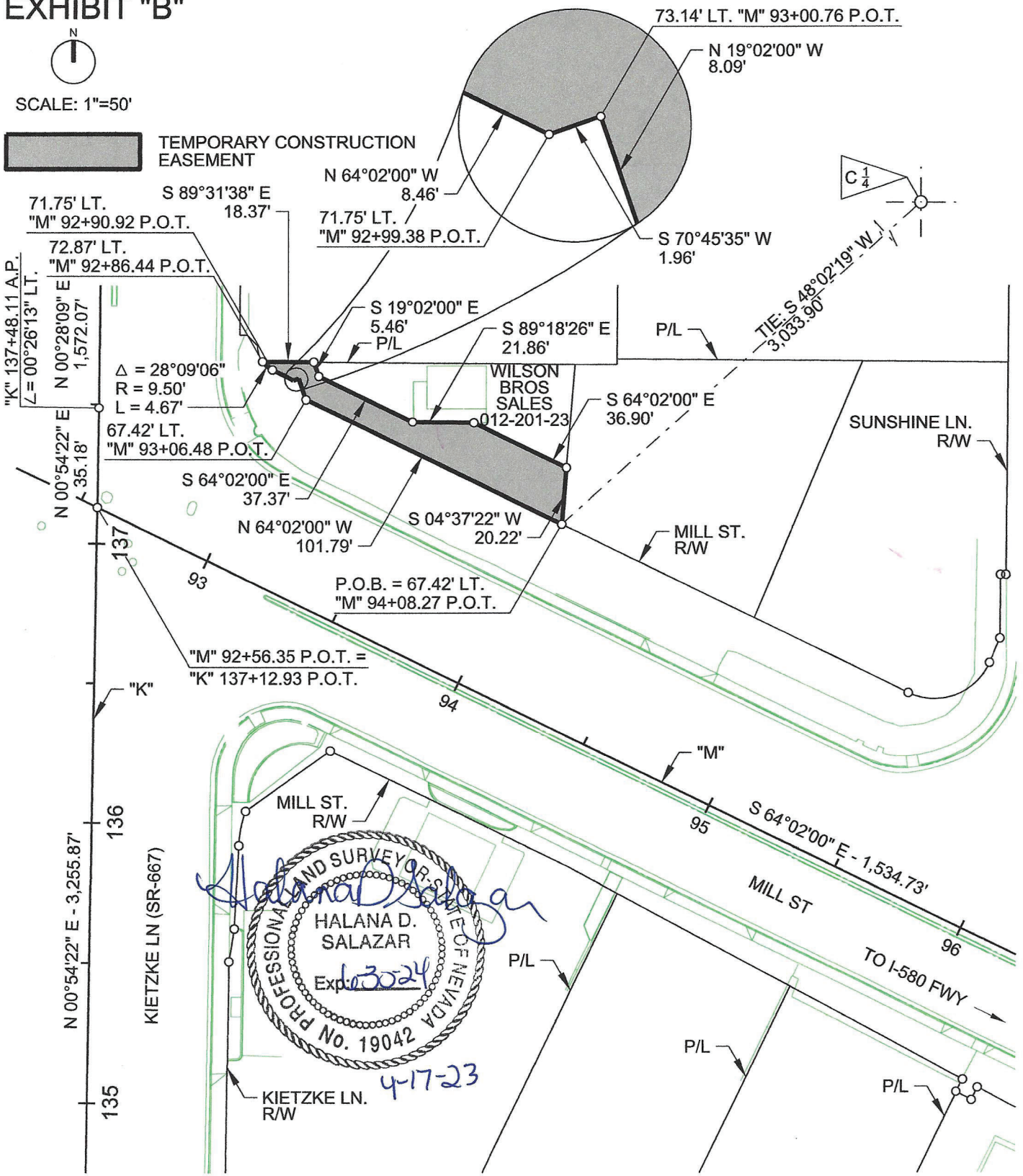
EXHIBIT "B"



SCALE: 1"=50'



TEMPORARY CONSTRUCTION EASEMENT



OWNER:	WILSON BROS SALES
ASSESSOR PARCEL NO's:	APN 012-201-23
SECTION, TOWNSHIP, RANGE:	SW 1/4 SECTION 7, T. 19 N., R. 20 E.
AREA:	1,518 SQUARE FEET
LOCATION:	CITY OF RENO, COUNTY OF WASHOE

<p>PROPERTY LOCATION MAP</p>	JOB NO: W7Y47500	<p>JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300</p>
	DATE: 04/14/2023	
	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: 11/15/2024

Agenda Item: 4.3.4

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Administrative Settlement - Eric Litak

RECOMMENDED ACTION

Approve an administrative settlement in the amount of \$54,479 authorizing RTC to acquire certain property interests related to APN: 012-220-19 & 012-220-36 from Erik Litak for the Mill Street Capacity and Safety Project.

BACKGROUND AND DISCUSSION

RTC is in the process of acquiring property needed for the Mill Street Capacity and Safety Project. RTC and Mr. Litak have negotiated an agreement to purchase certain property interests related to APN 012-220-19 & 012-220-36, contingent upon Board approval. The proposed purchase price is \$163,929, which represents a proposed administrative settlement of \$54,479 above RTC's original appraised value and offer of \$109,450. RTC Management Policy P-55 requires Board approval of administrative settlements in excess of \$50,000.

Staff recommends approval of the settlement. If the Board approves the settlement, the Executive Director will execute the attached agreement and RTC will acquire the property interests. If the Board does not approve the settlement, staff will continue to attempt to negotiate for the purchase of the property interests until it becomes necessary to file a complaint in eminent domain.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: 012-220-19 & 012-220-36
Situs': 2593 & 2597 Mill Street

PUBLIC HIGHWAY AGREEMENT

THIS PUBLIC HIGHWAY AGREEMENT ("AGREEMENT"), made this 29th day of October, 2024 (the "EFFECTIVE DATE"), by and between, Eric Litak, a single man, hereinafter called the ("OWNER"), and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called the ("RTC").

WITNESSETH:

1. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, represents the following:

(a) OWNER is the owner of that certain real property located in Washoe County, Nevada, described as Assessor's Parcel Numbers 012-220-19 and 012-220-36 (the "OWNER PROPERTY").

(b) OWNER owns fee title to OWNER PROPERTY and there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

(c) That there are no leases, licenses, conditions, actions or threatened or pending litigation related to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

2. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, agrees as follows:

(a) To sell and convey a portion of the OWNER PROPERTY to the RTC, free and clear of any liens or encumbrances created by OWNER, by way of a grant, bargain and sale deed in substantially the form attached hereto as Schedule 1; this real property is described on Exhibits "A-1," "A-2" and "B-3" to Schedule 1 and depicted on Exhibits "B-1," "B-2," "C-1" and "C-2" to Schedule 1, attached hereto and made a part hereof (the "LAND").

(b) To grant a temporary construction easement to the RTC upon, over and across a portion of the OWNER PROPERTY by way of a temporary construction easement document in substantially the form attached hereto as Schedule 2; this temporary construction easement is described on Exhibits "A-1" and "A-2" to Schedule 2 and depicted on Exhibits "B-1" and "B-2" to Schedule 2, attached hereto and made a part hereof (the "TCE EASEMENT AREA").

(c) To grant a permanent utility easement to the RTC upon, over and across a portion of the OWNER PROPERTY by way of a permanent utility easement document in substantially the form attached hereto as Schedule 3; this permanent utility easement is described on Exhibits "A-1" and "A-2" to Schedule 3 and depicted on Exhibits "B-1" and "B-2" to Schedule 3 attached hereto and made a part hereof (the "PUE AREA").

(d) To deliver to the RTC, all the aforementioned documents, fully executed and notarized where required, with the executed copy of this Agreement.

(e) To deliver a W-9 to the RTC with the executed copy of this Agreement.

(f) To be responsible for the LAND, PUE AREA and TCE EASEMENT AREA, including risk and liability for loss and damage, including all repairs to the premises prior to the RECORDING DATE.

(g) To acknowledge and hereby does acknowledge, that a public highway and the necessary incidents thereto (the "PROJECT"), are to be located upon, over, and across the LAND.

(h) To waive, and hereby does waive, all claims and rights that OWNER may have to seek consequential, special and/or punitive damages in relation to any breach of the obligations contemplated in this AGREEMENT, and acknowledges that nothing in this AGREEMENT is intended to or shall it be construed to waive the rights, limitations and immunities of the RTC under Nevada Revised Statutes Chapter 41.

3. The RTC, in consideration of the promises and covenants of the OWNER herein set forth, agrees as follows:

(a) To pay to the OWNER through the deposit into escrow the sum of ONE HUNDRED SIXTY THREE THOUSAND NINE HUNDRED TWENTY-NINE DOLLARS (\$163,929) which shall be the total purchase price for the LAND, PUE AREA AND TCE EASEMENT AREA.

(b) To consummate the real property transfers in accordance with the terms of this AGREEMENT, including recording the deeds, and provide a fully executed copy of the AGREEMENT and the recorded deeds to the OWNER.

(c) To acknowledge, and hereby does acknowledge, that the real property conveyed hereby is transferred and sold "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON, and that OWNER has not made and specifically disclaims any representations, warranties, promises, covenants or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future with respect to the LAND, PUE AREA and TCE EASEMENT AREA, and hereby waives any right to make any claim against OWNER based on any of the foregoing.

(d) To leave the TCE EASEMENT AREA in as neat and presentable condition as existed prior to RTC's entry.

4. In the event of any default by OWNER under this AGREEMENT, the RTC may, as its sole and exclusive remedy for such default, either: (1) terminate this AGREEMENT in its entirety by delivery of notice of termination to OWNER and receive a refund of all amounts paid by RTC to the OWNER, or (2) continue this AGREEMENT pending the RTC's action for injunctive relief and/or specific performance hereunder provided appropriate proceedings are commenced by the RTC within ninety (90) days following RTC's written notice to OWNER of OWNER's default. Nothing in this Section shall limit or impair the rights of the RTC to condemn or exercise its power of condemnation and eminent domain with respect to real property interests needed for the PROJECT including, but not limited to, the LAND, PUE AREA and TCE EASEMENT AREA.

5. With respect to the PROJECT, it is mutually agreed and understood by the RTC and by the OWNER as follows:

(a) Based upon the best information available to RTC for the time frame of the PROJECT, the term of the TCE EASEMENT shall commence on January 1, 2025, and shall continue through and including December 31, 2027. The RTC shall have the option, at its sole discretion, to extend the term of the TCE EASEMENT under the same terms and conditions of this AGREEMENT, for One (1) additional successive term of Twelve (12) months, for a total TCE EASEMENT term not to exceed four (4) years, by delivering written notice to OWNER not later than November 30, 2027. The RTC's exercise of the term extension option shall not be effective or binding upon the RTC unless and until the same has been approved by the appropriate official action of the RTC and communicated in writing to the OWNER.

(b) In the event the RTC exercises its option to extend the term of the TCE EASEMENT, the rental rate price to be paid by the RTC to the OWNER shall be that same rental rate as established in this AGREEMENT of: FORTY DOLLARS (\$40.00) per square foot for Assessor Parcel No. 012-220-19 and FORTY DOLLARS (\$40.00) per square foot for Assessor Parcel No. 012-220-36, each multiplied by a rental rate of NINE percent (9%) multiplied by ONE (1) year, for a total amount as follows:

Assessor Parcel No. 012-220-19: \$9,900

Assessor Parcel No. 012-220-36: \$8,629

Payment of the foregoing sum to OWNER by the RTC shall be a condition to the effectiveness of the option to extend the term of the TCE EASEMENT. Upon completion of the Project, the RTC will execute any documentation as may be reasonably necessary to cause the TCE EASEMENT to be released of record.

(c) That as soon as reasonably practicable following the EFFECTIVE DATE hereof, the RTC shall commence and thereafter shall use its commercially reasonable best efforts to complete the PROJECT within the timeline (as may be extended) previously provided to OWNER and as provided for by all applicable laws and standards.

6. It is further mutually agreed and understood by the RTC and by the OWNER as follows:

(a) The laws of the State of Nevada shall be applied in interpreting and construing this AGREEMENT. The party's consent to the exclusive jurisdiction and venue of the Second Judicial District Court in and for the State of Nevada, located in Washoe County, Nevada, for the enforcement of this AGREEMENT.

(b) This AGREEMENT shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(c) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.

(d) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(e) The covenants and agreements expressed in the AGREEMENT shall survive the consummation of the property transfers

(f) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this AGREEMENT.

(g) Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

(h) That the persons signing this AGREEMENT and all related documents on behalf of the RTC and OWNER are duly authorized to so sign and have the full power and authority to bind them, and to enter into and perform the obligations hereunder.

(i) That this AGREEMENT may be executed in counterpart.

(j) Notices. Except as otherwise expressly specified in this AGREEMENT, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted hereunder shall be in writing to the addresses set forth below and shall

be deemed given: (i) immediately when delivered by hand; (ii) the next business day when sent by overnight delivery by internationally recognized express courier such as Federal Express or UPS; or (iii) three (3) days after deposit in the United States mail postage prepaid, registered or certified mail, return receipt requested:

To RTC:

Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

To OWNER:

Eric Litak
70 Bennington Court
Reno, NV 89519

Signature Pages Follow

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

OWNER: Eric Litak, a single man.

By: *Eric Litak*
Eric Litak

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 29th day of October, 2024, before me personally appeared Eric Litak to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

S
E
A
L



Audrey Tearney
Notary Public

My commission expires:
Jan 15, 2026

RTC Signature Page Follows

RTC:

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

William Thomas, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____
by William Thomas as Executive Director of the Regional Transportation Commission of Washoe County.

S
E
A
L

Notary Public

My commission expires:

SCHEDULE 1

FORM OF GRANT, BARGAIN AND SALE DEED

APNs: Ptn of 012-220-19 & 012-220-36

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

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

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcels: Ptn. of APNs 012-220-19 & 012-220-36

GRANT BARGAIN AND SALE DEED

THIS GRANT BARGAIN AND SALE DEED, made this 29th day of October, 2024, between Eric Litak, a single man, hereinafter called GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by this presents grant, bargain, sell and convey unto the GRANTEE and to its assigns forever, the real property described in Exhibits "A-1," "A-2" and "B-3" and depicted on Exhibits "B-1," "B-2," "C-1" and "C-2", attached hereto and made a part hereof (the "Property").

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the Property, together with the appurtenances, unto the said GRANTEE and to any of its heirs, successors and assigns forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, unto GRANTEE, and GRANTEE's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Eric Litak, a single man

By: _____
Eric Litak

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2024, before me personally appeared Eric Litak to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

S
E
A
L

Notary Public

My commission expires:

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

EXHIBIT "A-1"
LEGAL DESCRIPTION

Ptn. of APN 012-220-19
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 NE 1/4 of Section 18, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of Grantor's westerly boundary line with the left or northerly right-of-way line of Mill Street, 46.02 feet left of and at right angles to Highway Engineer's Station "M" 119+74.90 P.O.T.; said point of beginning further described as bearing S. 00°40'56" E. a distance of 3,181.06 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 northerly right-of-way line the following six (6) courses and distances:

- 1) S. 62°45'01" E. – 145.95 feet;
- 2) N. 27°14'59" E. – 1.50 feet;
- 3) S. 62°45'01" E. – 8.00 feet;
- 4) S. 27°14'59" W. – 1.50 feet;
- 5) S. 62°45'01" E. – 18.65 feet;
- 6) S. 63°45'10" E. – 127.42 feet to Grantor's easterly boundary line;

thence S. 26°13'13" W., along said easterly boundary line, a distance of 0.89 of a foot to the former left or northerly right-of-way line of said Mill Street; thence N. 63°45'09" W., along said former left or northerly right-of-way line, a distance of 300.00 feet to said westerly boundary line; thence N. 26°13'13" E., along said westerly boundary line, a distance of 3.91 feet to the point of beginning; said parcel contains an area of 539 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.



5-3-23

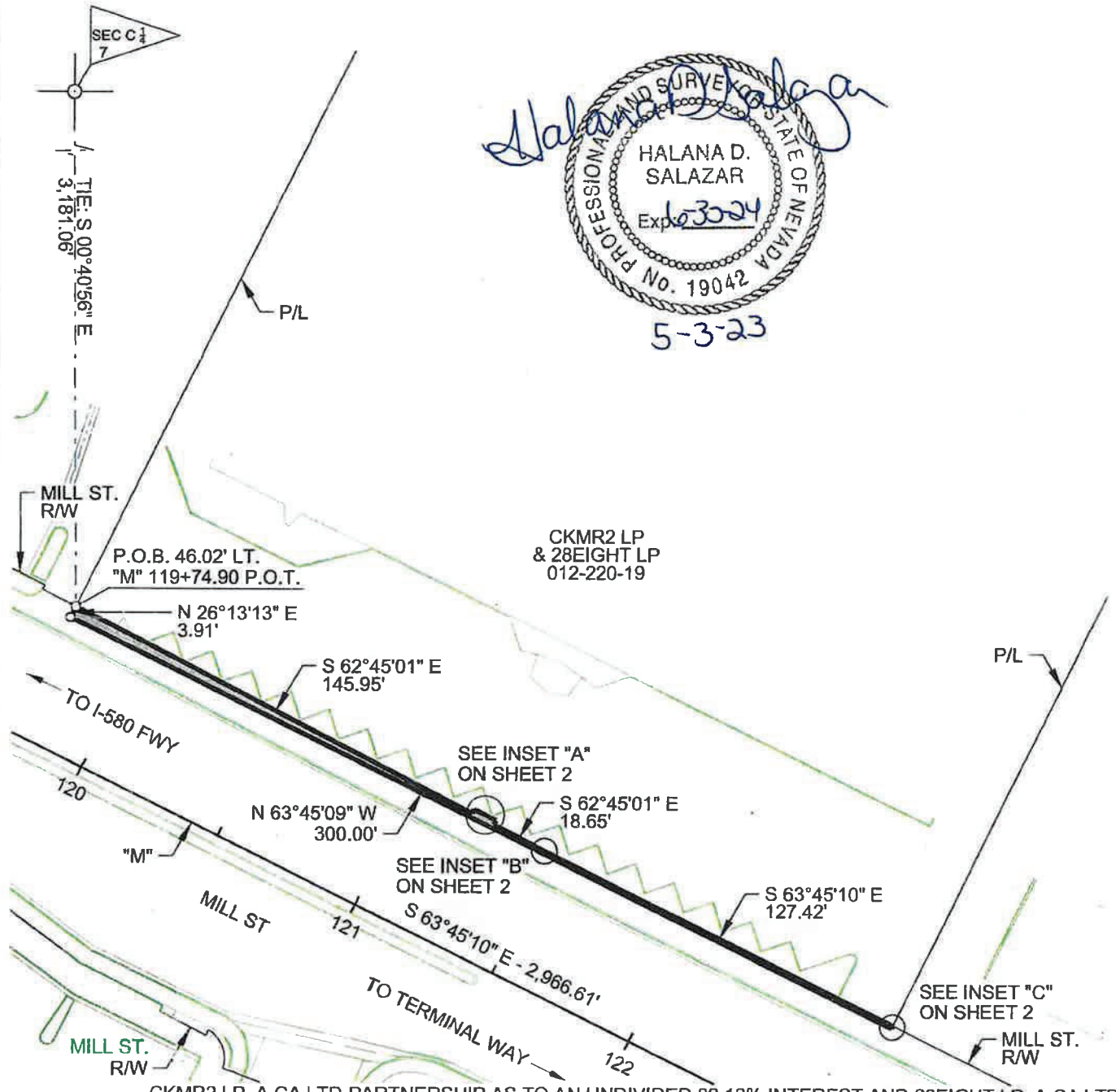
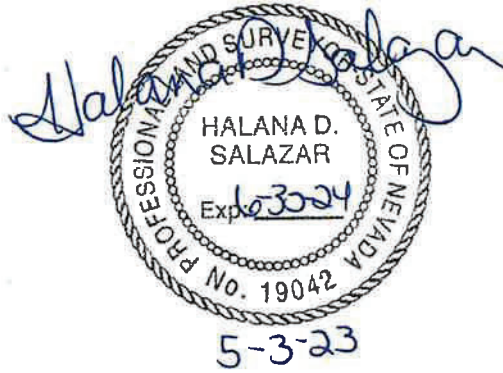
EXHIBIT "B-1"



SCALE: 1"=50'



FEE ACQUISITION



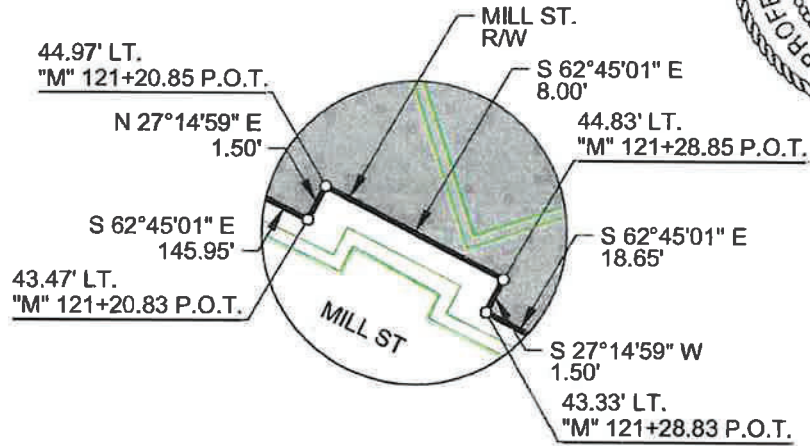
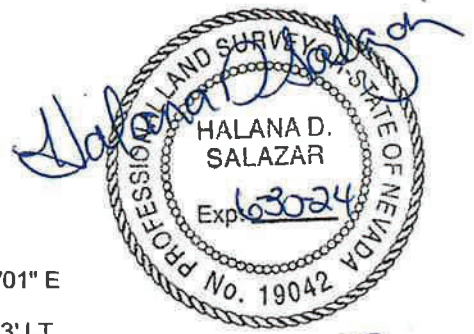
OWNER: CKMR2 LP, A CA LTD PARTNERSHIP AS TO AN UNDIVIDED 82.12% INTEREST AND 28EIGHT LP, A CA LTD PARTNERSHIP AS TO AN UNDIVIDED 17.88% INTEREST AS TENANTS IN COMMOM.
 ASSESSOR PARCEL NO's: _____ APN 012-220-19
 SECTION, TOWNSHIP, RANGE: _____ NE 1/4 SECTION 18, T. 19 N., R.20 E.
 AREA: _____ 539 SQUARE FEET
 LOCATION: _____ CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/02/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

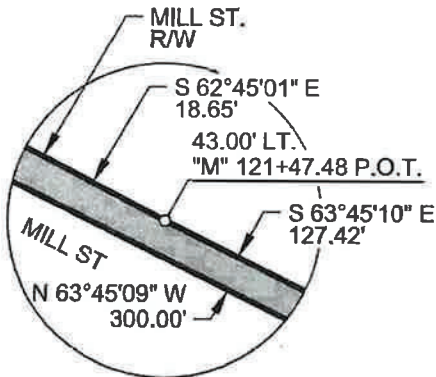
EXHIBIT "B-2"



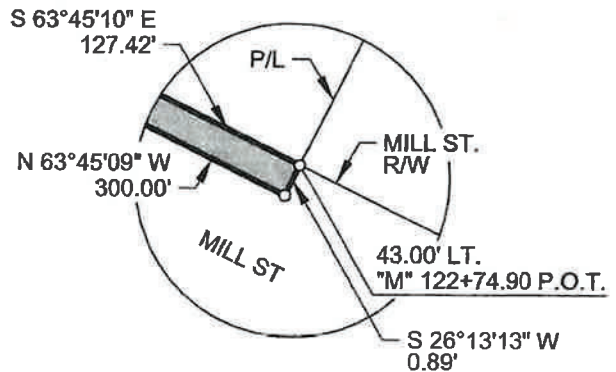
FEE ACQUISITION



INSET "A"
NOT TO SCALE



INSET "B"
NOT TO SCALE



INSET "C"
NOT TO SCALE

OWNER: CKMR2 LP, A CA LTD PARTNERSHIP AS TO AN UNDIVIDED 82.12% INTEREST AND 28EIGHT LP, A CA LTD PARTNERSHIP AS TO AN UNDIVIDED 17.88% INTEREST AS TENANTS IN COMMOM

ASSESSOR PARCEL NO's: _____ APN 012-220-19

SECTION, TOWNSHIP, RANGE: _____ NE 1/4 SECTION 18, T. 19 N., R.20 E.

AREA: _____ 539 SQUARE FEET

LOCATION: _____ CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/02/2023	
	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-2"
LEGAL DESCRIPTION

Ptn. of APN 012-220-36
Fee Parcel A

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 N 1/2 of Section 18, T. 19 N., R. 20 E., M.D.M.; and further described as being a portion of PARCEL "A" shown on that certain SECOND PARCEL MAP FOR M.G.M. GRAND HOTEL - RENO, Parcel Map No. 339, File No. 434452, filed for record on November 10, 1976, in the Official Records of Washoe County, Nevada and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or northerly right-of-way line of Mill Street and the westerly boundary line of said PARCEL "A", 65.76 feet left of and at right angles to Highway Engineer's Station "M" 118+34.89 P.O.T.; said point of beginning further described as bearing S. 01°27'31" W. a distance of 3,102.21 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°45'10" E., along said left or northerly right-of-way line, a distance of 3.46 feet; thence S. 26°40'05" W., continuing along said northerly right-of-way line, a distance of 7.03 feet to said westerly boundary line of PARCEL "A"; thence N. 18°46'23" W., along said westerly boundary line, a distance of 4.81 feet; thence N. 26°13'13" E., continuing along said westerly boundary line, a distance of 3.63 feet to the point of beginning; said parcel contains an area of 18 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.



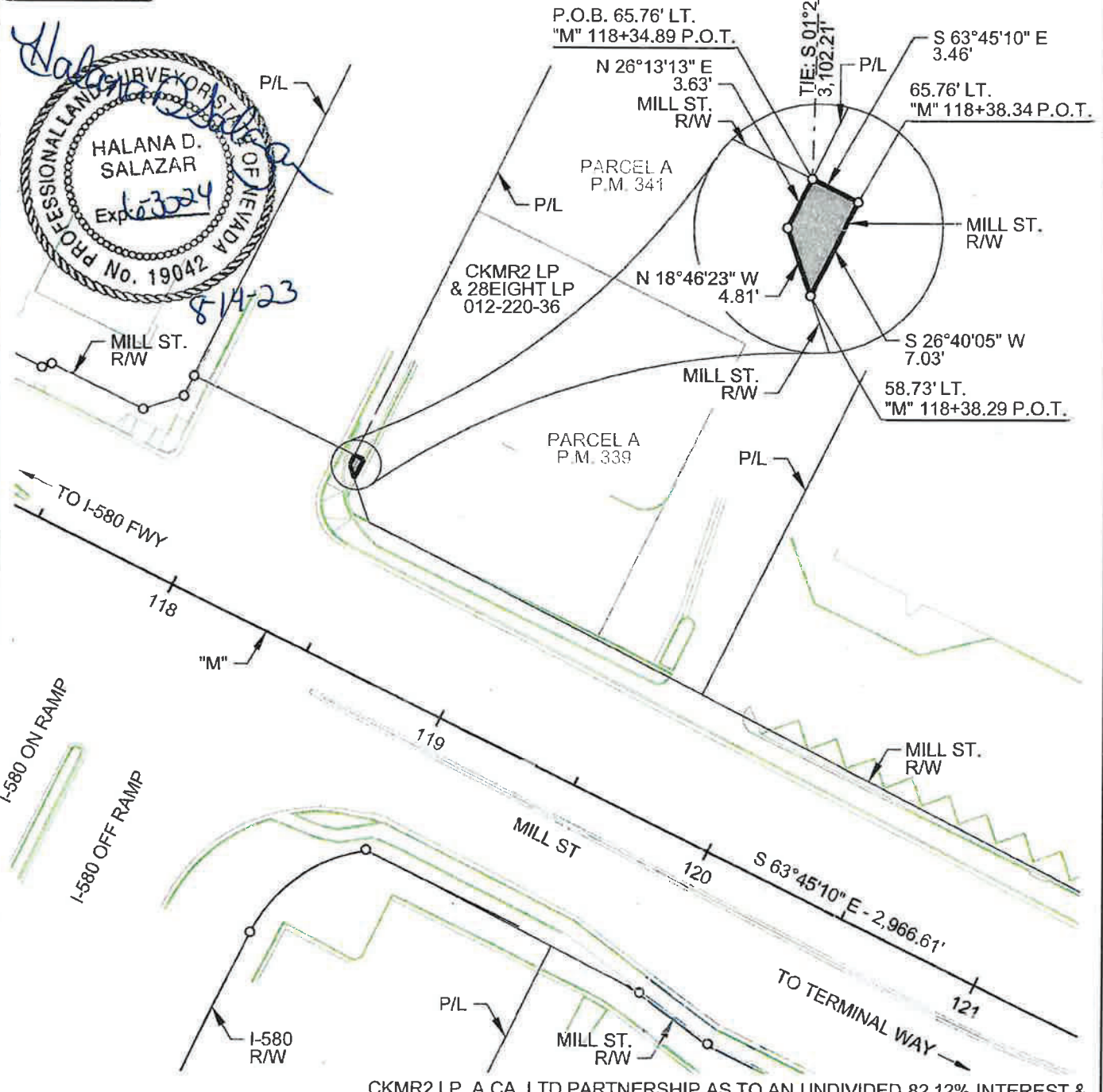
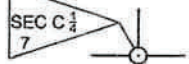
EXHIBIT "C-1"



SCALE: 1"=50'



FEE A ACQUISITION



OWNER: CKMR2 LP, A CA. LTD PARTNERSHIP AS TO AN UNDIVIDED 82.12% INTEREST & 28EIGHT LP, A CA. LTD PARTNERSHIP AS TO AN UNDIVIDED 17.88% INTEREST AS TENANTS IN COMMON
 ASSESSOR PARCEL NO's: APN 012-220-36
 SECTION, TOWNSHIP, RANGE: N 1/2 SECTION 18, T. 19 N., R. 20 E.
 AREA: 18 SQUARE FEET
 LOCATION: CITY OF RENO. COUNTY OF WASHOE

PROPERTY LOCATION MAP

JOB NO: W7Y47500
 DATE: 08/11/2023
 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 "B-3"
LEGAL DESCRIPTION

Ptn. of APN 012-220-36
Fee Parcel B

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 N 1/2 of Section 18, T. 19 N., R. 20 E., M.D.M.; and further described as being a portion of PARCEL "A" shown on that certain SECOND PARCEL MAP FOR M.G.M. GRAND HOTEL - RENO, Parcel Map No. 339, File No. 434452, filed for record on November 10, 1976, in the Official Records of Washoe County, Nevada and a portion of PARCEL "A" shown on that certain PARCEL MAP FOR PRESTON HALE, Parcel Map No. 341, File No. 434454, filed for record on November 10, 1976, in the Official Records of Washoe County, Nevada and more fully described by metes and bounds as follows:

BEGINNING at a point on the westerly boundary line of said PARCEL "A" of Parcel Map No. 339 and the left or northerly right-of-way line of Mill Street, 48.00 feet left of and at right angles to Highway Engineer's Station "M" 118+49.02 P.O.T.; said point of beginning further described as bearing S. 01°21'35" W. a distance of 3,124.27 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 left or northerly right-of-way line the following four (4) courses and distances:

- 1) S. 63°45'10" E. – 41.30 feet;
- 2) S. 62°45'01" E. – 72.42 feet;
- 3) S. 27°14'59" W. – 0.50 of a foot;
- 4) S. 62°45'01" E. – 12.17 feet to the easterly boundary line of said PARCEL "A" of Parcel Map No. 341;

thence S. 26°13'13" W., along said easterly boundary line, a distance of 3.91 feet to the former left or northerly right-of-way line of said Mill Street; thence N. 63°45'09" W., along said former left or northerly right-of-way line, a distance of 34.91 feet; thence N. 63°44'18" W., continuing along said former northerly right-of-way line, a distance of 85.10 feet to the southwesterly boundary line of said PARCEL "A" of Parcel Map 339; thence N. 18°46'23" W., along said

southwesterly boundary line, a distance of 8.30 feet to the point of beginning;
said parcel contains an area of 654 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.



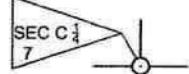
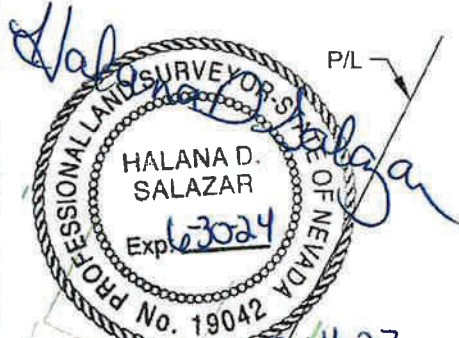
EXHIBIT "C-2"



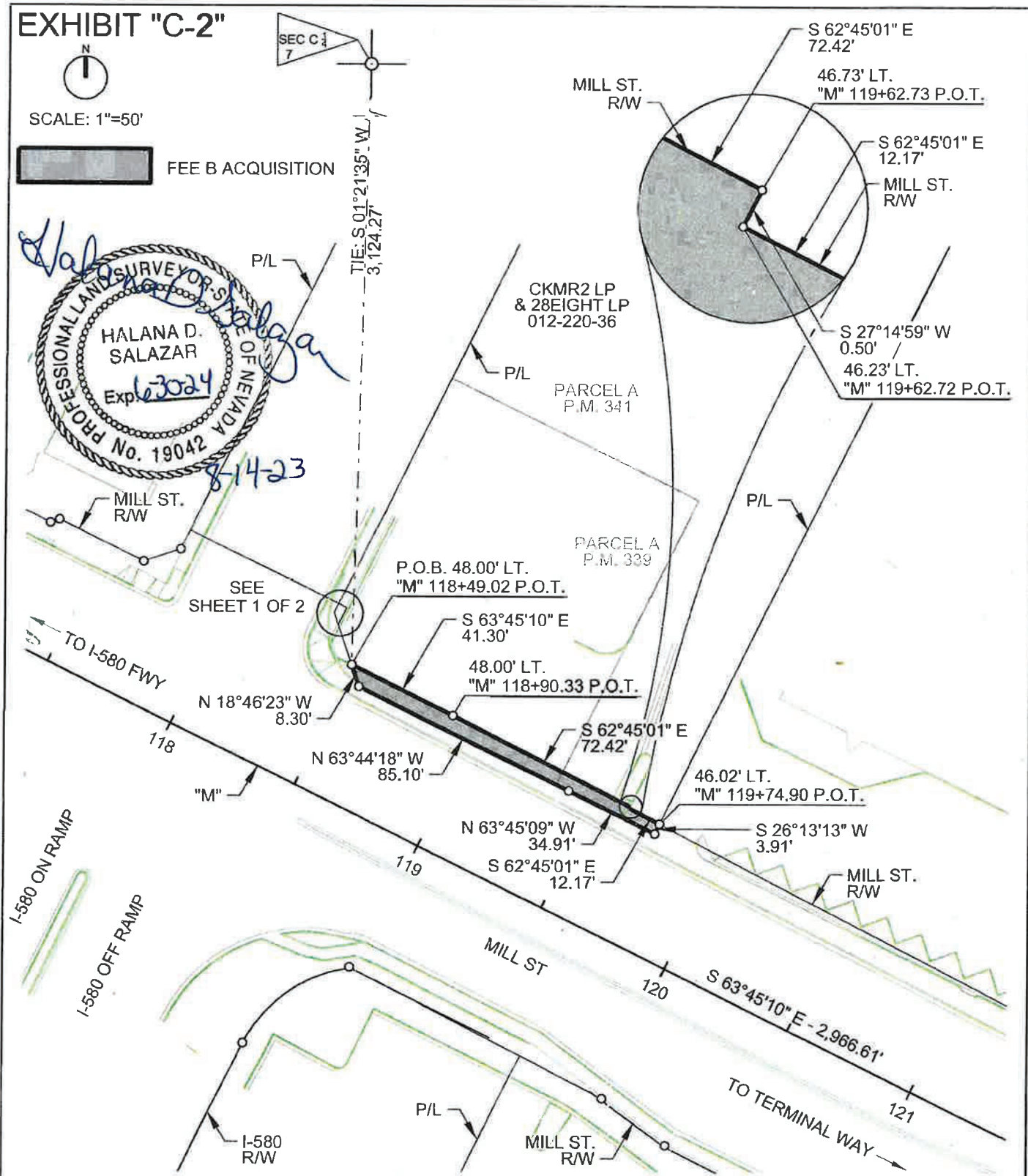
SCALE: 1"=50'



FEE B ACQUISITION



TIE: S 01°21'35" W, L 3,124.27'



OWNER: CKMR2 LP, A CA. LTD PARTNERSHIP AS TO AN UNDIVIDED 82.12% INTEREST & 28EIGHT LP, A CA. LTD PARTNERSHIP AS TO AN UNDIVIDED 17.88% INTEREST AS TENANTS IN COMMON
 ASSESSOR PARCEL NO's: APN 012-220-36
 SECTION, TOWNSHIP, RANGE: N 1/2 SECTION 18, T. 19 N., R. 20 E.
 AREA: 654 SQUARE FEET
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP SHEET 2 OF 2	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 08/11/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

SCHEDULE 2

FORM OF TEMPORARY CONSTRUCTION EASEMENT DEED

Ptn. of APNs: 012-220-19 & 012-220-36

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

LEGAL DESCRIPTION PREPARED BY:
Halana D. Salazar, PLS
Jacobs Engineering
50 W. Liberty Street, Suite 205
Reno, NV 89501

Project: Mill Street Capacity & Safety Project (the "Project")
Project #: 0211007
Parcels: Ptn. of APNs 012-220-19 & 012-220-36

TEMPORARY EASEMENT DEED

THIS DEED, made this 29th day of October, 2024
between, Eric Litak, a single man, hereinafter called GRANTOR, and the REGIONAL
TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibits "A-1" and "A-2" and depicted on Exhibits "B-1" and "B-2" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of:

the construction of roadway widening improvements along Mill Street and a new road connection between Mill Street and Market Street. This work includes construction of sidewalk, curb and gutter, curb ramps, asphalt roadway, traffic signal, lighting, drainage improvements, utility relocations, demolition activities of existing building structures, removal and stub of existing utilities to the site, removal of fencing, removal of landscaping, grading, and all other construction work necessary to complete the Project.

The Temporary Easement shall commence on or after January 1, 2025, and shall continue through and include the termination date of December 31, 2027.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

IN WITNESS WHEREOF, GRANTOR has hereunto signed on the day and year first above written.

Eric Litak, a single man.

By: _____
Eric Litak

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2024, before me personally appeared Eric Litak to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he_ signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

S
E
A
L

Notary Public

My commission expires:

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

EXHIBIT "A-1"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

Ptn. of APN 012-220-19

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 NE 1/4 of Section 18, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of Grantor's westerly boundary line with the left or northerly right-of-way line of Mill Street, 46.02 feet left of and at right angles to Highway Engineer's Station "M" 119+74.90 P.O.T.; said point of beginning further described as bearing S. 00°40'56" E. a distance of 3,181.06 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 N. 26°13'13" E., along said westerly boundary line, a distance of 10.50 feet; thence along the following five (5) courses and distances:

- 1) S. 62°45'01" E. – 32.37 feet;
- 2) S. 27°14'59" W. – 3.73 feet;
- 3) S. 63°45'10" E. – 239.40 feet;
- 4) N. 71°17'43" E. – 6.75 feet;
- 5) S. 63°45'10" E. – 23.52 feet to Grantor's easterly boundary line;

thence S. 26°13'13" W., along said easterly boundary line, a distance of 14.00 feet to said left or northerly right-of-way line of Mill Street; thence along said left or northerly right-of-way line the following six (6) courses and distances

- 1) N. 63°45'10" W. – 127.42 feet;

- 2) N. 62°45'01" W. – 18.65 feet;
- 3) N. 27°14'59" E. – 1.50 feet;
- 4) N. 62°45'01" W. – 8.00 feet;
- 5) S. 27°14'59"W. – 1.50 feet;
- 6) N. 62°45'01" W. – 145.95 feet to the point of beginning;

said parcel contains an area of 2,750 square feet (0.06 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.



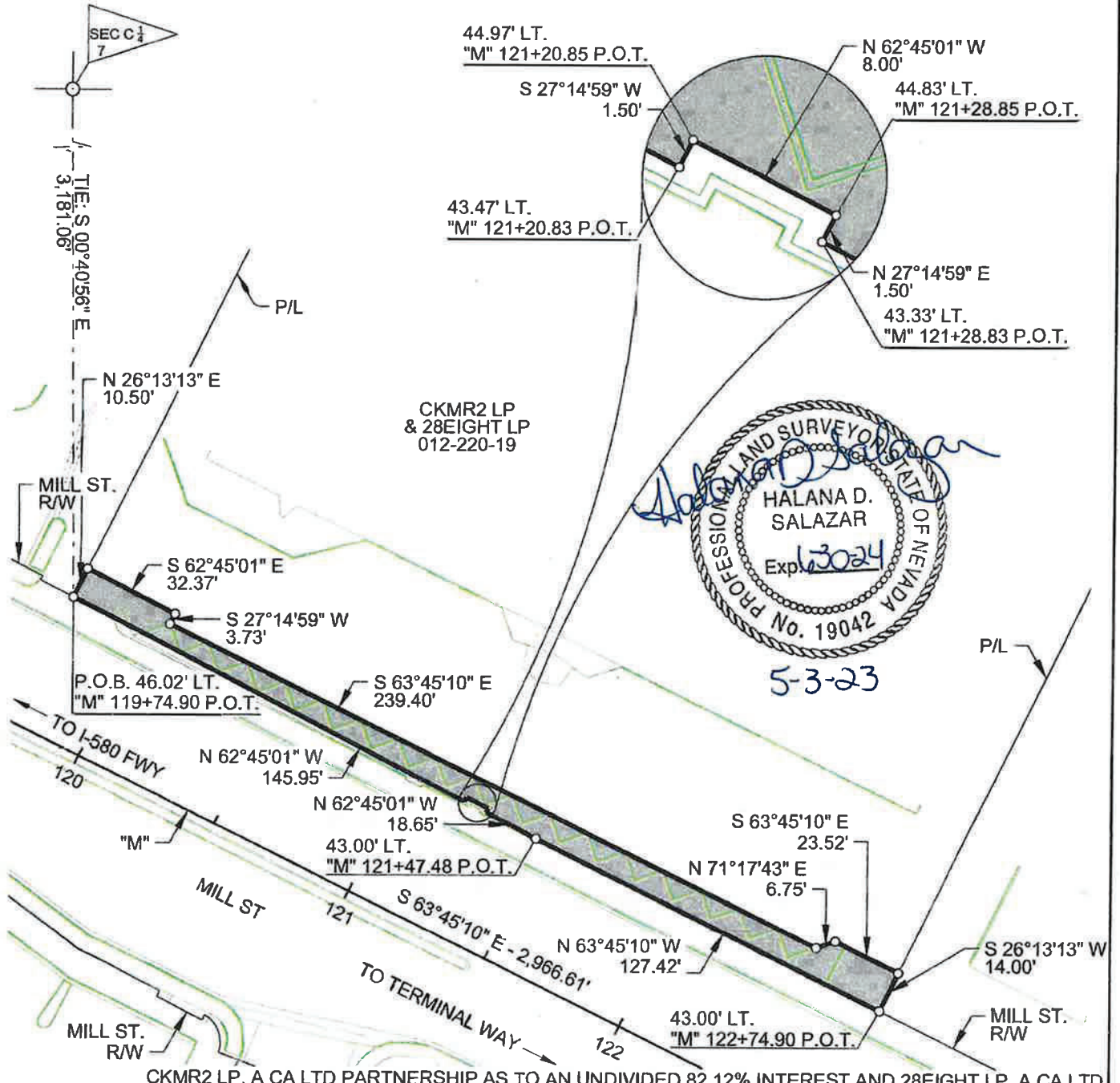
EXHIBIT "B-1"



SCALE: 1"=50'



TEMPORARY CONSTRUCTION EASEMENT



CKMR2 LP & 28EIGHT LP
012-220-19

Professional Land Surveyor
 HALANA D. SALAZAR
 Exp. 12/30/24
 No. 19042
 5-3-23

OWNER: CKMR2 LP, A CA LTD PARTNERSHIP AS TO AN UNDIVIDED 82.12% INTEREST AND 28EIGHT LP, A CA LTD PARTNERSHIP AS TO AN UNDIVIDED 17.88% INTEREST AS TENANTS IN COMMON
 ASSESSOR PARCEL NO's: APN 012-220-19
 SECTION, TOWNSHIP, RANGE: NE 1/4 SECTION 18, T. 19 N., R.20 E.
 AREA: 2,750 SQUARE FEET
 LOCATION: C TY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/02/2023	
	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-2"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

Ptn. of APN 012-220-36

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 N 1/2 of Section 18, T. 19 N., R. 20 E., M.D.M.; and further described as being a portion of PARCEL "A" shown on that certain SECOND PARCEL MAP FOR M.G.M. GRAND HOTEL - RENO, Parcel Map No. 339, File No. 434452, filed for record on November 10, 1976, in the Official Records of Washoe County, Nevada and a portion of PARCEL "A" shown on that certain PARCEL MAP FOR PRESTON HALE, Parcel Map No. 341, File No. 434454, filed for record on November 10, 1976, in the Official Records of Washoe County, Nevada and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or northerly right-of-way line of Mill Street and the westerly boundary line of said PARCEL "A" of Parcel Map No. 339, 65.76 feet left of and at right angles to Highway Engineer's Station "M" 118+34.89 P.O.T.; said point of beginning further described as bearing S. 01°27'31" W. a distance of 3,102.21 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 N. 26°13'13" E., along said westerly boundary line, a distance of 17.01 feet; thence along the following seven (7) courses and distances:

- 1) S. 63°45'10" E. – 15.09 feet;
- 2) S. 26°40'05" W. – 19.31 feet;
- 3) S. 18°46'23" E. – 7.72 feet;
- 4) S. 63°45'10" E. – 35.13 feet;
- 5) S. 62°45'01" E. – 55.65 feet;
- 6) N. 26°40'05" E. – 25.04 feet;
- 7) S. 63°19'55" E. – 28.64 feet to the easterly boundary line of said PARCEL "A" of Parcel Map No. 341;

thence S. 26°13'13" W., along said easterly boundary line, a distance of 35.83 feet to said left or northerly right-of-way line of Mill Street; thence along said northerly right-of-way line the following seven (7) courses and distances:

- 1) N. 62°45'01" W. – 12.17 feet;
- 2) N. 27°14'59" E. – 0.50 of a foot;
- 3) N. 62°45'01" W. – 72.42 feet;
- 4) N. 63°45'10" W. – 41.30 feet;
- 5) N. 18°46'23" W. – 15.17 feet;
- 6) N. 26°40'05" E. – 7.03 feet;
- 7) N. 63°45'10" W. – 3.46 feet to the point of beginning;

said parcel contains an area of 2,397 square feet (0.06 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.



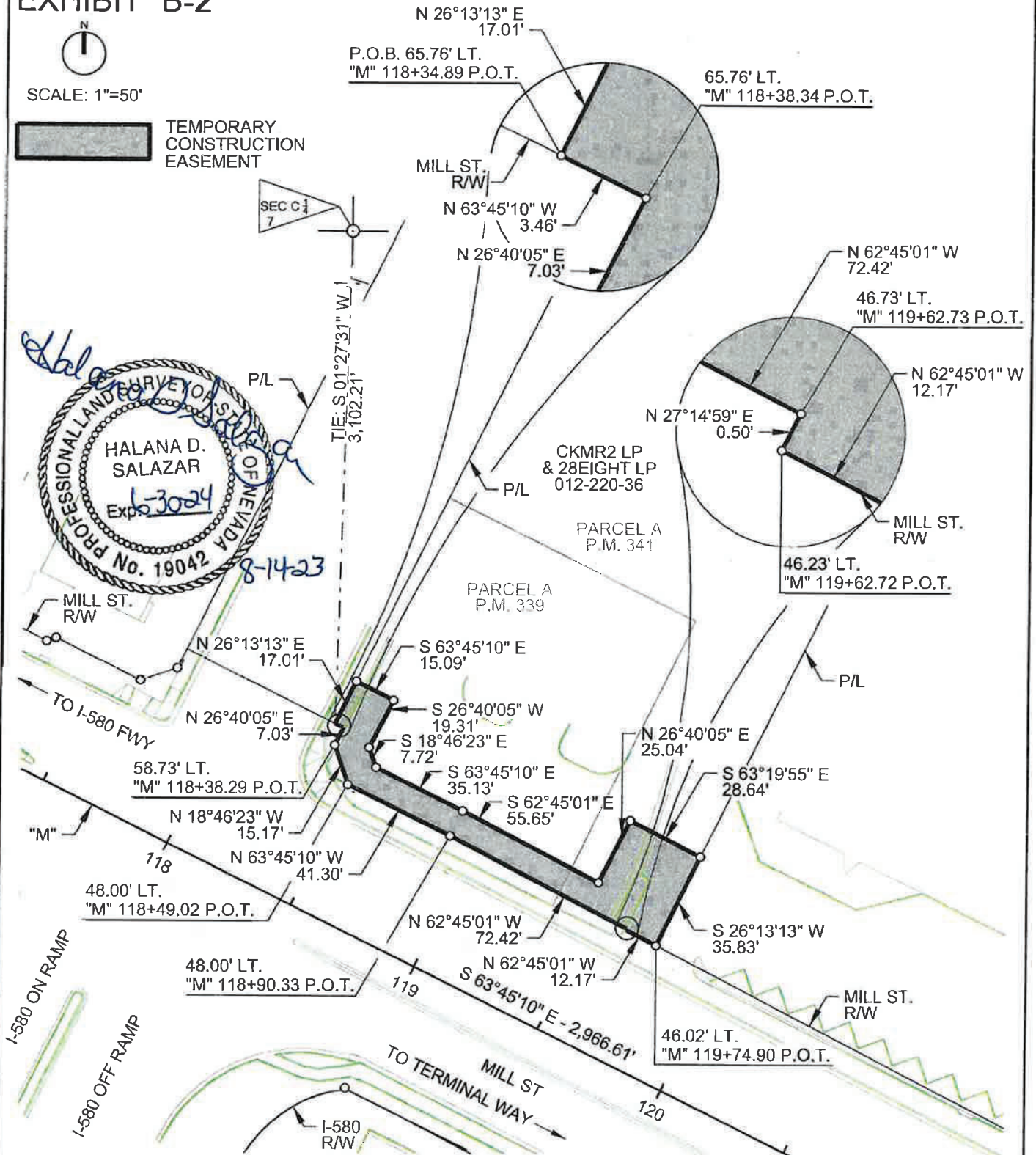
EXHIBIT "B-2"



SCALE: 1"=50'



TEMPORARY
CONSTRUCTION
EASEMENT



OWNER: CKMR2 LP, A CA. LTD PARTNERSHIP AS TO AN UNDIVIDED 82.12% INTEREST & 28EIGHT LP, A CA. LTD PARTNERSHIP AS TO AN UNDIVIDED 17.88% INTEREST AS TENANTS IN COMMON
 ASSESSOR PARCEL NO's: APN 012-220-36
 SECTION, TOWNSHIP, RANGE: N 1/2 SECTION 18, T. 19 N., R. 20 E.
 AREA: 2,397 SQUARE FEET
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 08/14/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

SCHEDULE 3

FORM OF PUBLIC UTILITY EASEMENT DEED

Ptn. of APNs: 012-220-19 & 012-220-36

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Chrystal
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

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

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcels: Ptn. of APNs 012-220-19 & 012-220-36

PERMANENT UTILITY EASEMENT DEED

THIS DEED, made this 29th day of October, 2024,
between Eric Litak, a single man, hereinafter called GRANTOR, and the SIERRA PACIFIC
POWER COMPANY, a Nevada corporation, dba NV ENERGY, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns forever:

- 1) to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution and transmission of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, transformers, anchors, guys and other equipment, fixtures, apparatus, and improvements ("Utility Facilities"), and service boxes, meter panels, cabinets, bollards, and other equipment, fixtures, apparatus, and improvements and slope improvements ("Additional Utility Facilities") upon, over, under and through the property legally described in Exhibits "A-1" and "A-2" and depicted on Exhibits "B-1" and "B-2," attached hereto and by this reference made a part of this Permanent Utility Easement Deed ("Easement Area");

- 2) For ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above for all other activities permitted by this agreement, inclusive;
- 3) To remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining or removing Utility Facilities and/or the Additional Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Permanent Utility Easement Deed. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structure and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and others landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses does not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

To hereby waive, with full knowledge, that a public roadway and the necessary incidents thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said roadway and appurtenances in said location.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Eric Litak, a single man.

By: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2024, before me personally appeared Eric Litak to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he_ signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

S
E
A
L

Notary Public

My commission expires:

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

EXHIBIT "A-1"
NV ENERGY PERMANENT EASEMENT
LEGAL DESCRIPTION

Ptn. of APN 012-220-19

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 NE 1/4 of Section 18, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or northerly right-of-way line of Mill Street, 43.00 feet left of and at right angles to Highway Engineer's Station "M" 122+41.95 P.O.T.; said point of beginning further described as bearing S. 04°46'47" E. a distance of 3,313.17 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 N. 63°45'10" W., along said northerly right-of-way line, a distance of 19.00 feet; thence along the following three (3) courses and distances:

- 1) N. 26°14'38" E. – 4.00 feet;
- 2) S. 63°45'22" E. – 19.00 feet;
- 3) S. 26°14'38" W. – 4.00 feet to the point of beginning;

said parcel contains an area of 76 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.

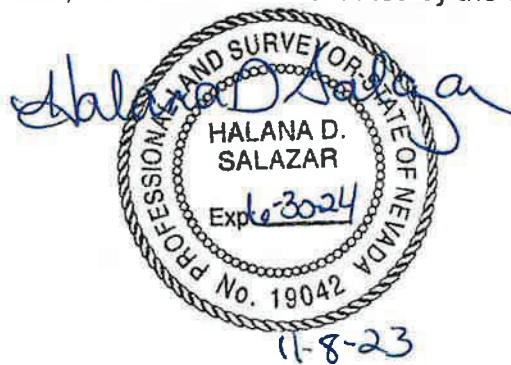


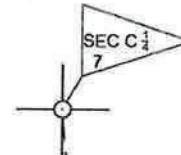
EXHIBIT "B-1"



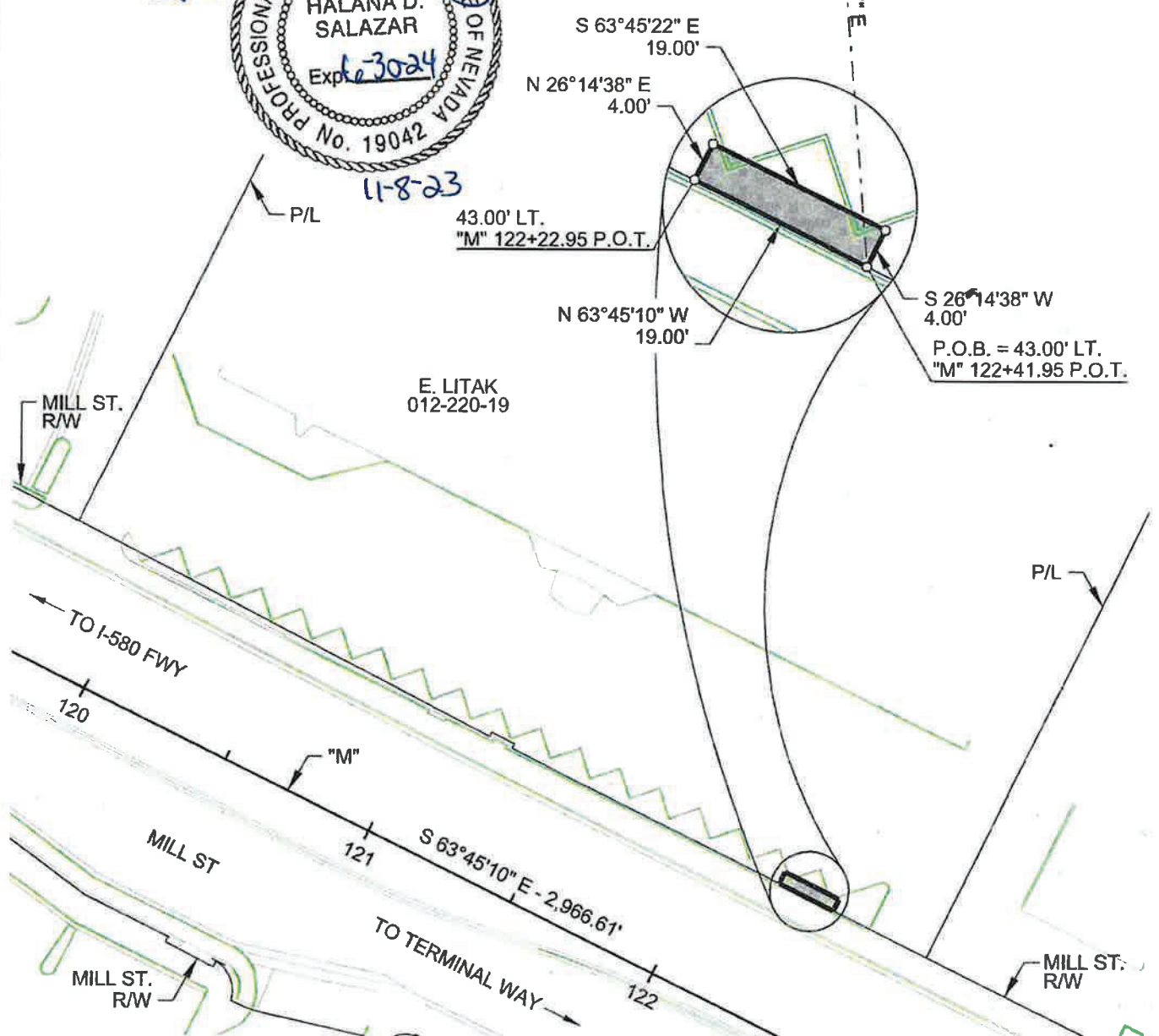
SCALE: 1"=50'



NV ENERGY
PERMANENT EASEMENT



TIE: S 04°46'47" E
3,313.17'



OWNER:	ERIC LITAK, A SIN & E MAN
ASSESSOR PARCEL NO's:	APN 012-220-19
SECTION, TOWNSHIP, RANGE:	NE 1/4 SECTION 18, T. 19 N., R. 20 E.
AREA:	76 SQUARE FEET
LOCATION:	CITY OF RENO, COUNTY OF WASHOE

EASEMENT LOCATION MAP	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 11/06/2023	
	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-2"
NV ENERGY PERMANENT EASEMENT
LEGAL DESCRIPTION

Ptn. of APN 012-220-36

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 N 1/2 of Section 18, T. 19 N., R. 20 E., M.D.M.; and further described as being a portion of PARCEL "A" shown on that certain SECOND PARCEL MAP FOR M.G.M. GRAND HOTEL - RENO, Parcel Map No. 339, File No. 434452, filed for record on November 10, 1976, in the Official Records of Washoe County, Nevada and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or northerly right-of-way line of Mill Street, 48.00 feet left of and at right angles to Highway Engineer's Station "M" 118+83.65 P.O.T.; said point of beginning further described as bearing S. 00°47'11" W. a distance of 3,139.00 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 left or northerly right-of-way line the following four (4) courses and distances:

- 1) N. 63°45'10" W. – 34.62 feet;
- 2) N. 18°46'23" W. – 15.17 feet;
- 3) N. 26°40'05" E. – 7.03 feet;
- 4) N. 63°45'10" W. – 3.46 feet to the westerly boundary line of said PARCEL "A";

thence N. 26°13'13" E., along said westerly boundary line, a distance of 31.44 feet; thence along the following four (4) courses and distances:

- 1) S. 63°45'10" E. – 5.03 feet;
- 2) S. 26°14'50" W. – 33.26 feet;
- 3) S. 62°54'29" E. – 43.98 feet;

4) S. 27°05'31" W. – 15.30 feet to the point of beginning;

said parcel contains an area of 813 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.





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.3.5

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

SUBJECT: Stead Signal Improvements Project PSA with Kimley Horn and Associates

RECOMMENDED ACTION

Approve a contract with Kimley Horn and Associates, Inc., for design services and engineering during construction services for the Stead Signal Improvements Project, in an amount not-to-exceed \$456,047.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Kimley Horn and Associates, Inc., is for professional design and traffic analysis services for the Stead Signal Improvements Project in the amount of \$228,837, optional design engineering in the amount of \$105,810, and optional engineering during construction (EDC) services in the amount of \$96,400. Project contingencies in the amount of \$17,000 for design and \$8,000 for EDC are also included in the agreement.

The Stead Signal Improvements Project includes the design and analysis of operational, safety, and equipment improvements at the following locations:

1. Stead Blvd between North Virginia St and Lear Blvd: Install fiber optic cable and conduit, and upgrade traffic signal equipment at the signalized intersections.
2. Lear Blvd between Stead Blvd and Zeolite Dr: Install conduit for future fiber optic cable.
3. Stead Blvd and Lear Blvd Intersection: Add left turn arrows for all approaches, construct a dedicated westbound Lear to southbound Stead left turn lane, and install ADA improvements.
4. Wingfield Hills Rd and Rolling Meadows Dr Intersection: Intersection analysis to determine if future improvements need to be made.

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

- Design Kickoff: December 2024
- 60% Design Submittal: March 2025
- 90% Design Submittal: June 2025
- Construction: Winter 2025

This item supports Strategic Roadmap Goal #4, "Proactively manage congestion".

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

03/18/2022 Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the 22-07 Traffic Engineering Design and Construction Management Services shortlist to perform design and construction management in connection with the Stead Signal Improvements 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 March 31, 2027, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit B. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

3.3.	Design Services	\$228,837
	Optional Design Services	\$105,810
	Design Contingency	\$17,000
	Optional Engineering During Construction Services	\$96,400
	<u>Engineering During Construction Services Contingency</u>	<u>\$8,000</u>
	 Total Not-to-Exceed Amount	 <u>\$456,047</u>

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC’s Project Manager is Alex Wolfson or such other person as is later designated in writing by RTC. RTC’s Project Manager has authority to act as RTC’s representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT’ Project Manager is Michael Mosley or such other person as is later designated in writing by CONSULTANT. CONSULTANT’s Project Manager has authority to act as CONSULTANT’s representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Alex Wolfson, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: awolfson@rtcwashoe.com
(775) 335-1880

CONSULTANT: Michael Mosley, P.E.
Vice President
Kimley Horn and Associates, Inc.
6671 Las Vegas Boulevard South
Las Vegas, NV 89119
Email: Michael.mosley@kimley-horn.com
(702) 862-3626

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

KIMLEY HORN AND ASSOCIATES, INC.

By: _____
Michael Mosley, P.E., Vice President

Exhibit A

Scope of Services

EXHIBIT A

SCOPE OF SERVICES
FOR THE
STEAD SIGNAL IMPROVEMENTS AND OTHER TRAFFIC STUDIES

This scope of services includes design and construction support of the Intelligent Transportation System (ITS) infrastructure along Stead Boulevard from North Virginia Street to Lear Boulevard and along Lear Boulevard from Stead Boulevard to Zeolite Drive in the City of Reno. Existing equipment for signalized intersections along the corridor (Stead Boulevard/Silver Lake Road, Stead Boulevard/Cascade Street, and Stead Boulevard/Lear Boulevard) will be evaluated to for upgrades or replacement of equipment as needed. Procurement and installation of actual infrastructure will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by the CONSULTANT.

Design improvements by location and additional traffic studies by locations are also included:

#	Site Location	Improvement Objective
City of Reno		
1	Stead Boulevard from North Virginia Street to Lear Blvd (Approx. 2 miles) Lear Blvd from Stead Blvd to East Zeolite Dr (Approx. 0.4 miles)	<ul style="list-style-type: none">• New fiber optic conduit infrastructure• Cabinet upgrades including battery backups• ADA improvements including ramps and push buttons at Stead Blvd and Lear Blvd• Research on maintenance easements• Operations and safety analysis at Stead Boulevard and Lear Boulevard• Design of Stead Blvd and Lear Blvd Improvements• Optional: R/W Engineering (8 easements)• Optional: Signal undergrounds at US 395 interchange ramps, through NDOT Permit• Optional: RRFB Crossing at Stead Blvd/Shasta St
City of Sparks		
2	Wingfield Hills Road/Rolling Meadows Drive	<ul style="list-style-type: none">• Optional: Signal warrant analysis• Optional: Intersection Control Evaluation

Infrastructure along Stead Boulevard from North Virginia Street to Lear Boulevard (City of Reno)

A. Preliminary and General Items (Project Management):

1. Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate. CONSULTANT will coordinate kick-off meeting and hold progress meetings during course of project monthly. The anticipated study and design schedule will be ten (10) months. Most meetings will be virtual.

2. Coordination meetings with the City of Reno, City of Sparks, and NDOT. CONSULTANT will conduct up to four (4) in-person one-on-one agency meetings, outside of meetings included in other tasks, in order to confirm existing design conditions, needs, and coordinate design to complete project design objectives. The RTC Project Manager will determine appropriate contact personnel at each agency to be met with. Meeting notes will be developed and provided as a summary of discussions.

B. Data Collection, Analysis, and Design

1. Investigate existing conditions and Field Inventory for fiber optic interconnect design:
 - a. CONSULTANT will obtain and review available as-built plans from City of Reno, City of Sparks, NDOT and the RTC and map into CAD.
 - b. CONSULTANT will conduct a field review with City of Reno and NDOT to evaluate existing field conditions for new conduit paths.
 - c. CONSULTANT will evaluate existing network equipment at locations identified herein for connection to network.
 - d. CONSULTANT will not evaluate existing pedestrian ramps for general compliance with current ADA standards except at Lear Blvd and Stead Blvd Intersection. If the ramps are in conflict with proposed improvements evaluation of ramps will be considered an additional service.
 - e. CONSULTANT will prepare a written and graphical Design Concept Memo Document to work with agencies in establishing the design concept and criteria before 60% plans production. An associated opinion of probable construction cost (OPC) will be prepared based on the design level of work in the Design Concept Memo.
2. Survey and Mapping
 - f. Aerial Mapping: Aerial photography for these sites will be done using NearMap Aerials. The aerials will be put in the same coordinate system for consistency.
 - g. Center lines will be developed off of existing features and NDOT as-builts as applicable.
 - h. CONSULTANT will evaluate right of way and easement needs based on County GIS data and where new equipment is to be installed.
 - i. Boundary Survey: Survey boundary services will not be done for these sites as work will be limited to infrastructure within existing right of way. If easements are needed. This will be completed under an optional service.
 - j. Supplemental Design Survey: Supplemental Survey will be completed for the west leg of the Stead Blvd and Lear Blvd intersection for approximately 800 feet and for the pedestrian ramps at the intersection. All other design work does not anticipate supplemental design survey. Where required it will be considered an additional service.

3. Subsurface Utilities Engineering (SUE): CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level D deliverables will include: Depiction of subsurface utilities on plan sheets developed under design. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following “Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level ‘D,’ unless otherwise noted.”
4. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plans, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.
5. Traffic Signal Basis of Design: Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless important details are obscured.
6. A geotechnical evaluation will not be performed under this project as it is not required.
7. Drainage Evaluations are not anticipated for this project and therefore excluded.
8. Environmental Services are not anticipated for this project and therefore excluded.

c. **60%**

Design

1. Prepare 60% Plans and Specifications
 - a. The construction plans will be on 11" x 17" size sheets and will show all elements of the project construction, including plan view, right-of-way lines, and ITS design. The final plan set will include, at a minimum: Cover Sheet, Interconnect Plan Sheets (at 1"=40' scale, double banked), Detail Sheets (scales as noted).
 - b. Plan updates and further development. Prepare plans, and an OPC suitable for RTC and Local Government review. Project Plans (21) will include:
 - Cover (1)
 - Sheet index (1)
 - General notes (1)
 - Demolition sheets (1)
 - Construction sheets (1)
 - Grading sheets (2)
 - Interconnect Plan sheets (6)
 - Project details (8)
 - (x) indicated the number of plan sheets anticipated

- c. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.
- d. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
- e. CONSULTANT will submit 60% Plans to RTC, City of Reno, and to utility agencies.

D. 90% Design

1. Prepare 90% Plans and Specifications
 - a. CONSULTANT shall incorporate review comments from RTC, City of Reno, and City of Sparks into the 90% design process
 - b. Plan updates and further development. Prepare plans and an OPC suitable for RTC and Local Government review. Project Plans (27) will include:
 - Cover (1)
 - Sheet index (1)
 - General notes (1)
 - Demolition sheets (1)
 - Construction sheets (1)
 - Grading sheets (2)
 - Interconnect Plan sheets (6)
 - Project details (10)
 - Project fiber splice details (4)
 - (x) indicated the number of plan sheets anticipated
 - c. Project Specifications: CONSUTLANT will prepare Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items and follow the Standard Provisions for ITS developed by the RTC.
 - d. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
 - e. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.
 - f. CONSULTANT will submit 90% Plans to RTC, City of Reno, and to utility agencies with a comment review matrix to document 60% comments. A

PDF cover sheet with digital signature blocks will be produced at this submittal for routing to the agencies for project bidding.

- g. Prepare and Submit NDOT Encroachment Permits: CONSULTANT will prepare and process encroachment permit package through the NDOT District 2. The CONSULTANT will submit the completed application and submit the color-coded plans at the 90% submittal. One set of review comments will be processed by the CONSULTANT for the permit. The final submittal of permit will be at the 100% submittal. The RTC will be the applicant on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit. Permit Terms and Conditions will be incorporated into the project specifications. This work will include (2) meeting with NDOT, a pre-permitting meeting and a comment review meeting.

E. Final Design (100% Signed and sealed bid documents)

1. CONSULTANT shall incorporate review comments from RTC, and City of Reno into Final Construction Document process.
2. Prepare Final Plans and Specifications: Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate via e-mail in MS Word format.
3. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.
4. The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, City of Sparks, and utility agencies for review at the 60%, 90%, and final (100%) stages of completion per the following:
 - a. Electronic (PDF) 11"x17" plans and specifications will be sent to the review agencies at each submittal including the final cover sheet which will be routed digitally.

F. Bidding Services

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

G. Construction Phase Services or Engineering During Construction (EDC)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. The following tasks summarize the major elements of Construction Support Services anticipated with this project.

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

methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

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

and shall not be liable in connection with any decision rendered in good faith in such capacity.

- k. Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- l. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to RTC free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between RTC and Contractor that might affect the amount that should be paid.
- m. Substantial Completion: CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.
- n. Final Notice of Acceptability of the Work: CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
- o. Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as

further defined in the scope of services below and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.

- p. Change Orders: CONSULTANT may recommend Change Orders to RTC and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- q. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

2. Inspection

- a. "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the RTC any observed deficiencies. The following tasks summarize the major elements of Inspection anticipated with this project.
- b. Construction of the project that requires inspection is anticipated at 35 working days (7 weeks). A full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments, directional drill, and paving (16 working days anticipated). A part-time (3 hours per day) primary inspector will be on site during all other working days (19 working days anticipated). A full-time supplemental technician will be provided at 8 hours per day (5 working days anticipated) and will perform asphalt sampling and density testing during paving operations. The primary inspector will be responsible for the following items:
 - i. Attend the preconstruction conference.
 - ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
 - iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
 - iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic

concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.

- v. Provide materials quantity reports and assist in reviewing and analyzing contractor's monthly progress payments.
- vi. Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
- vii. Assist in preparation of the Punch List.
- viii. Maintain a field blue-line set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

3. Materials Testing

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following tasks summarize the major elements of testing anticipated with this project:
- b. Provide Material Testing for compliance with the specifications per the 2012 edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, concrete cylinder samples, and trenching backfill material. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

4. Construction Surveying

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Construction Surveying services. The following tasks summarize the major elements of Construction Surveying anticipated with this project. A revised scope of work and fee estimate will be provided after the final design has been completed.
- b. Attend the Project Pre-Construction Conference and Project Meetings as needed.
- c. Grading staking
- d. Utility staking
- e. Final staking for hardscapes
- f. Post construction survey
- g. Final monumentation or preparation and filing of record of survey

5. As-Built Information

- a. Record Drawings. Provide as-built record drawings for the completed project. A single file PDF format (11" x 17" at 300 dpi), will be provided to RTC for its files and distribution. The PDF file shall include all plan sheets

in one file with index/bookmark for easy access to different sheets or sections of the plan set.

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

H. Operational and Safety Analysis at Stead Boulevard and Lear Boulevard

The CONSULTANT will conduct traffic operations and safety analysis at the Stead Boulevard/Lear Boulevard intersection and evaluate the need for a dedicated westbound left turn lane and queuing requirements.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to two (2) project meetings. Anticipated meetings include:
 - a. One (1) Meeting with RTC and City of Reno
 - b. Comment/Resolution Meeting (After RTC and City of Reno review draft memorandum)
2. Data Collection/Research: The following information will be collected through one (1) site visit and portable camera installations where applicable.
 - a. Site visit to observe vehicle operations, pedestrian circulation, and safety issues.
 - b. AM/PM Peak-Hour vehicle turning movement counts (including pedestrian and bicycle counts) at the intersection and use available data such as NDOT count stations or RTC TDM to obtain a growth rate to grow volumes to a 2050 horizon year. The CONSULTANT will also collect existing ADTs on Stead Boulevard and Lear Boulevard.
 - c. City of Reno and RTC approval of growth rate and 2050 horizon year volumes
 - d. Intersection lane configuration and vehicle storage lengths at the intersection.
3. Traffic Analysis: Using the data collected, the CONSULTANT will analyze existing, opening year, and 2050 horizon year for the intersection to include a westbound left turn lane including queue length analysis. Analysis for protected versus protected/permissive left turn phasing will be evaluated on all approaches. The traffic analysis will utilize the latest versions of Synchro for intersection

operational analysis and follow Highway Capacity Manual 7 (HCM 7) methodologies for determining the LOS at the intersection. The analysis shall include calculations of left turn storage bay lengths on all legs of the intersection. Recommendations for improvements to operations will be included. Recommended improvements will evaluate any access impacts to existing properties.

4. Crash Data Summary: NDOT will be contacted in an attempt to collect publicly available crash data for the most recent three-year period at the intersection. This data will be reviewed for crash characteristics that could be mitigated through site improvements and summarized for inclusion in the technical memorandum.
5. Technical Memorandum: Efforts completed in Subtasks 1-4 will be documented in a technical memorandum with graphics as deemed appropriate by the CONSULTANT. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC and City of Reno. The CONSULTANT will participate in one (1) conference call with the RTC and the City of Reno to discuss the findings and recommendations contained in the draft technical memorandum.

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

6. Improvement Plans: The CONSULTANT will prepare plans based on the recommendations from this task per the scope described in Tasks B-F herein. Scope includes roadway design for a dedicated westbound left turn lane and signal modification for protective/permissive signal heads on all bounds. If scope of design changes significantly the revision to design will be additional services.

I. Optional: Intersection Control Evaluation and (Wingfield Hills Road/Rolling Meadows Drive)

The CONSULTANT will conduct a signal warrant analysis considering for existing and 2050 horizon year growth at the intersection. An Intersection Control Evaluation at Wingfield Hills Road/Rolling Meadows Drive in the City of Sparks. The analysis will include existing conditions (as a baseline for measuring improvement) and intersection alternatives as follows: roundabout, traffic signal, and no-build (AWSC)

The analysis will consist of traffic analysis, safety analysis, cost/feasibility analysis, and Benefit-Cost analysis.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to four (4) project coordination meetings. Anticipated meetings include:
 - a. Up to three (3) meetings with City and RTC
 - b. One (1) Comment/Resolution Meeting with each agency (City and RTC) to be completed after agencies review draft memorandum

2. Data Collection/Research: The CONSULTANT will collect existing AM/PM peak hour turning movement volumes (including pedestrian and bicycle counts) at the intersections and use available data such as NDOT count stations or RTC TDM to obtain a growth rate to grow volumes to a 2050 horizon year. The CONSULTANT will also collect existing ADTs. The following information will be requested from the RTC, City of Sparks, and NDOT:
 - c. Site visit to observe operations and safety issues.
 - d. Traffic data
 - Recent AM/PM peak hour turning movement counts at intersections (if available)
 - Heavy truck percentage
 - Approved growth rate and 2050 horizon year volumes
 - e. Safety
 - NDOT will be contacted in an attempt to collect publicly available crash data for the most recent three-year period at the intersections.
 - f. Other data
 - As-builts from the City. If as-builts are not available, the CONSULTANT will conduct a field review of surface utilities to determine potential utility conflicts.
 - Aerial photography

The CONSULTANT will utilize cost data based on engineering judgment for the following items:

- Societal cost of crashes
 - Cost/vehicle-hour delay
 - Annual maintenance cost for a signal
 - Estimated annual roundabout landscaping cost
 - Signal retiming costs and frequency
 - Annual power cost for traffic signals
 - Annual power and maintenance cost for lighting per intersection per luminaire
 - Pavement maintenance cost/resurfacing cost per square yard (assume 20 years)
 - Estimated construction costs
 - Right-of-way cost
3. Traffic Analysis: The CONSULTANT will perform 24 hour counts traffic analysis for the existing intersection. A signal warrant analysis will be conducted for the existing and horizon year. The data will be used to determine in which year the existing conditions no longer meets acceptable operational criteria. The traffic analysis will utilize the latest versions of Synchro and Sidra for intersection operational analysis and follow HCM 7th Edition methodologies unless otherwise approved by the City. Synchro default inputs will be used unless otherwise directed by the City; other analysis software will have their defaults modified to match

Synchro defaults or values provided by the City. The speed limit for analysis will be the existing posted speed limit for the roadways. Synchro and Sidra outputs include queue length (95th percentile in Synchro), delay, and Level of Service (LOS). The traffic analysis will evaluate the opening year, and 2050 scenarios based on the approved 2050 volumes.

Deliverables:

- Analysis and identified alternatives for each intersection
 - Summary of AM and PM peak hour traffic analysis results (Included in Subtask 6)
4. Safety Analysis: The CONSULTANT will perform a Safety Analysis for each alternative, and the existing condition. The CONSULTANT will use a spreadsheet tool to predict the number of crashes expected annually for each control option in combination with the Highway Safety Manual (HSM), Interactive Highway Safety Design Model (IHSDM) for existing conditions, and each alternative.

Deliverables:

- Summary of Safety Analysis Results for each intersection (Included in Subtask 6)
5. Conceptual Layouts and Benefit Cost: The CONSULTANT will prepare conceptual scaled layouts of each of the three (3) alternatives as determined from the intersection evaluation analysis. Conceptual layouts will be drawn on an aerial map using CADD, and existing ROW lines will be included based on the GIS linework provided by the City. The conceptual layouts are intended to serve as preliminary graphics with sufficient information to perform the operational analysis. After the preparation of the conceptual layouts, the CONSULTANT will complete the following items for each alternative:
- Identify ROW needs for each alternative based on the property information provided by the City, rounded up to the nearest 100 square foot.
 - Identify access management conflicts with the design intersection and graphically depict a solution.
 - Determine if each conceptual alternative will require structures or retaining walls.
 - Identify potential environmentally sensitive areas such as wetlands and structures.
 - Determine impacts to transit operations and graphically depict a solution, should a conflict exist.
 - Prepare a preliminary opinion of probable cost (OPC) including structures, ROW, utility conflicts, and planning-level construction costs.
 - Calculate the total costs of the life of the project including maintenance and vehicle-related crash costs (using results from the Safety Analysis conducted under Subtask 4).

- Calculate the Benefit-Cost ratio for each alternative using one of the models supported at <http://bca.transportationeconomics.org/models> or an approved equal.
- Calculate the Safety Performance Benefit-Cost.
- Up to two (2) concept design review meetings will be held with the RTC and City.

Deliverables:

- Three (3) conceptual layouts
 - Preliminary OPCs for each intersection
 - BCR for each alternative at each intersection
 - Safety Performance BCR for each alternative at each intersection
 - Up to two (2) concept design review meetings for each intersection
6. Intersection Evaluation Memorandum: The CONSULTANT will summarize all project findings in a draft memorandum. The draft memorandum will include a summary of the traffic analysis, safety analysis, and conceptual layouts and will be submitted to the City and RTC for review. All comments will be summarized in a comment resolution matrix and one (1) comment review meeting with the City and RTC. A final memorandum addressing all comments will be prepared and submitted to the City and RTC for final review and approval.

Deliverables:

- Draft Intersection Evaluation Memorandum (PDF) for each intersection
- One (1) Memorandum comment review meeting for each intersection
- Final Intersection Evaluation Memorandum (PDF) for each intersection

J. Optional: Right of Way Engineering Service (8 easements)

1. Provide right of way support to establish eight (8) permanent or temporary construction easements. Work shall include legal descriptions & title reports for Site 1.

K. Optional: Traffic Signal Undergrounds at US 395 and Stead Blvd Interchange

1. In the case that the project allows for the design of future signal undergrounds within NDOT Right of Way at the ramp intersections of US 395 and Stead Blvd. Conduit and pull box layout will be based upon Stead Blvd / US-395 ICE which is currently in draft form. When authorized, CONSULTANT will complete design efforts including the following Plans, Special Provision, and Estimating services for the undergrounds:
 - a. 60% Design
 - b. 90% Design
 - i. Including additions to the NDOT Permit
 - c. Final Plans (100%)

2. Plans are anticipated to be two (2) sheets.
3. Traffic signal poles, detection, cabinet, power and other above ground work will not be fully designed under this project.

L. Optional: RRFB Crossing at Stead Blvd/Mount Shasta St

1. In the case that the project allows for the evaluation and design of a RRFB at Stead Blvd and Mount Shasta St for the existing school crossing. This optional task covers design of the RRFB system with overhead mast arms, conduit and cabling undergrounds, ADA improvements and improved striping. When authorized, CONSULTANT will complete design efforts including the following Plans, Special Provision, and Estimating services for the undergrounds:
 - a. 60% Design
 - b. 90% Design
 - c. Final Plans (100%)
2. Plans are anticipated to be three (3) sheets.
3. Power is anticipated to be solar. No communication to the signal network will be necessary. Lighting is anticipated to remain as existing condition.

M. Design Contingency

1. This is a contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval. An 8% contingency was added to the design tasks only.

N. Engineering During Construction Contingency

1. This is a contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval. An 8% contingency was added to the EDC task only.

PROJECT SCHEDULE
FOR
STEAD SIGNAL IMPROVEMENTS AND OTHER TRAFFIC STUDIES
(Updated October 30, 2024)

<u>Project Milestones</u>	<u>Date</u>
Project NTP	11/19/2024
Project Kick-off and Field Review	12/03/2024
Stead Operational and Safety Analysis Memorandum Draft ¹	01/10/2025
Design Concept and Criteria Memo (DCCM) and Virtual Meeting	01/10/2025
DCCM RTC/Agency Review and Comment Due	01/21/2025
60% Design Submittal	02/28/2025
RTC/Agency Review and Comments Due ²	03/21/2025
90% NDOT Permit Plan and Application Submittal ³	04/25/2025
90% Design Submittal to Local Agencies	05/23/2025
RTC/Reno Review and Comments Due ²	06/13/2025
NDOT Comments received ³	07/09/2025
NDOT Permit Resubmittal	07/18/2025
NDOT Permit Approval ⁴	08/08/2025
Bid Package Final Submittal	08/29/2025
Advertise for Bid	09/29/2025
Bid Opening	10/29/2025
Begin Construction	November 2025

1. Operational Analysis dependent on weather conditions and receiving traffic counts.
2. Agency reviews are planned to be 2 weeks
3. NDOT Permit is approximately 45 working days
4. NDOT Permit revised submittal approximately 15 working days

Exhibit B

Compensation

Exhibit B - Schedule of Services
RTC Stead Signal Improvements and Other Traffic Studies Project



Prepared by Kimley-Horn: AH/MSM 10/25/2024

v3

TASK	DESCRIPTION	TASK TOTALS
Design Services		
A	Preliminary and General Items (PM)	\$17,203
B	Data Collection and Analysis	\$47,831
C	60% Design Phase	\$40,359
D	90% Design Phase	\$57,826
E	Final Design Phase	\$38,237
F	Bidding Services	\$5,423
Total Design Services		\$206,879
EDC		
G	Engineering During Construction	\$96,400
Total EDC Services		\$96,400
Other Traffic Studies		
H	Operational and Safety at Stead/Lear	\$21,958
Total Traffic Studies		\$21,958
Optional Services		
I	Optional: Intersection Control Evaluation and (Wingfield Hills Road/Rolling Meadows Drive)	\$51,361
J	Optional: Right of Way Engineering Service (8 easements)	\$21,646
K	Optional: Traffic Signal Undergrounds at US 395 and Stead Blvd Interchange	\$13,866
L	Optional: RRFB Crossing at Stead Blvd/Shasta St	\$18,937
Total Optional Services		\$105,810
Contingency		
M	Design Contingency (8% of Design)	\$17,000
N	EDC Contingency (8% of EDC)	\$8,000
Total Not-to-Exceed Amount		\$456,047

Exhibit "B"



Exhibit B - Schedule of Services

RTC Stead Signal Improvements and Other Traffic Studies Project

Prepared by Kimley-Horn: AH/MSM 10/25/2024 v3

TASK	DESCRIPTION	ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		\$340	\$295	\$231	\$210	\$199	\$155	\$140	\$117				
A	Preliminary and General Items (PM)												
	Project Management (10 months)									0			\$0.00
	Kickoff Meeting	1	2			2				5			\$1,328.00
	Monthly Progress calls		10	10		5				25			\$6,255.00
	Coordination Meetings (4)	1	8	8		8				25			\$6,140.00
	Invoicing, Progress Reports, Work Planning			10					10	20			\$3,480.00
										0			\$0.00
	Subtotal Hours	2	20	28	0	15	0	0	10	75			
	Subtotal Fee	\$680.00	\$5,900.00	\$6,468.00	\$0.00	\$2,985.00	\$0.00	\$0.00	\$1,170.00		\$0		\$17,203.00
B	Data Collection and Analysis									0			\$0.00
	Obtain, Review As-builts, Map into CAD			5			10	15		30			\$4,805.00
	Field Review with RTC, Sparks, and Reno		8			8	6			22	\$700	Travel	\$5,582.00
	Aerial mapping / Supplemental field survey				3		10	10		23	\$17,000	Suppl Topo	\$20,580.00
	Centerline development			2		5				7			\$1,457.00
	Utility Coordination			8		10	10			28			\$5,388.00
	Evaluate existing network equipment and ped ramps		1	2		4				7			\$1,553.00
	Prepare Design Concept and Criteria Memo including OPC		6	6		15	15			42			\$8,466.00
										0			\$0.00
	Subtotal Hours	0	15	23	3	42	51	25	0	159			
	Subtotal Fee	\$0.00	\$4,425.00	\$5,313.00	\$630.00	\$8,358.00	\$7,905.00	\$3,500.00	\$0.00		\$17,700		\$47,831.00
C	60% Design Phase												
	Cover, General Notes, Sheet Index (3)			1		4		4		9			\$1,587.00
	Project details (8)			3	6	6	6			21			\$4,077.00
	Demo, Const, Grading (4)			5		10	10			25			\$4,695.00
	Interconnect Plans (6)		2	9	9	35	35	35		125			\$21,849.00
	OPC			4		2	7	7		20			\$3,387.00
	Quality Control Review	1	5			8				14			\$3,407.00
	Submit 60% RTC and Utilities			1			5		3	9			\$1,357.00
										0			\$0.00
	Subtotal Hours	1	7	23	15	65	63	46	3	223			
	Subtotal Fee	\$340.00	\$2,065.00	\$5,313.00	\$3,150.00	\$12,935.00	\$9,765.00	\$6,440.00	\$351.00		\$0		\$40,359.00
D	90% Design Phase												
	Comment Review and Response		4	4		4	4			16			\$3,520.00
	Cover, General Notes, Sheet Index (3)			1			2			3			\$541.00
	Project details (10)			2	6		6			14			\$2,652.00
	Demo, Const, Grading (4)			3	6	10	6	5		30			\$5,573.00
	Project fiber splice details (4)	2	2			10				14			\$3,260.00
	Interconnect Plans (6)		2	9	9	20	20	20		80			\$14,439.00
	Prepare Specifications	1	3	6		10	10			30			\$6,151.00

Contract No.:

Exhibit "B"

TASK	DESCRIPTION	ITS Sys. Manager/ Prof. II	Sys. Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
	OPC			4		2	7	7		20			\$3,387.00
	Quality Control Review	1	5			8				14			\$3,407.00
	Plan in Hand Field Walk			8		8				16	\$700	Travel for Field Walk	\$4,140.00
	Submit 90% RTC and Utilities			1			5		3	9			\$1,357.00
	NDOT Encroachment Permit (3)			7		20			6	53			\$9,399.00
	Subtotal Hours	4	16	45	21	92	80	32	9	299			
	Subtotal Fee	\$1,360.00	\$4,720.00	\$10,395.00	\$4,410.00	\$18,308.00	\$12,400.00	\$4,480.00	\$1,053.00		\$700		\$57,826.00
E	Final Design Phase												
	Comment Review and Response		2	2		4	4			12			\$2,468.00
	Cover, General Notes, Sheet Index (3)						2			2			\$310.00
	Project details (10)			2	4		4			10			\$1,922.00
	Demo, Const, Grading (4)			3	6		6	5		30			\$5,573.00
	Project fiber splice details (4)	2	2			10				14			\$3,260.00
	Interconnect Plans (6)		2	9		10	10	10		41			\$7,609.00
	Prepare specifications	1	1	5		5				12			\$2,785.00
	OPC			2		6	6	7		21			\$3,566.00
	Quality Control Review	2	8			8				18			\$4,632.00
	Submit Bid documents to RTC			1			5		2	8			\$1,240.00
	Revised NDOT Permit & Incorp. Bid Docs		3	5		8	8			24			\$4,872.00
	Subtotal Hours	5	18	29	10	61	45	22	2	192			
	Subtotal Fee	\$1,700.00	\$5,310.00	\$6,699.00	\$2,100.00	\$12,139.00	\$6,975.00	\$3,080.00	\$234.00		\$0		\$38,237.00
F	Bidding Services												
	Pre-Bid Meeting and addenda		1	3		4				8			\$1,784.00
	RFI Responses		1	2		4				7			\$1,553.00
	Bid Opening and Bid Tabs		1	3		2				6	\$700	Travel	\$2,086.00
										0			\$0.00
	Subtotal Hours	0	3	8	0	10	0	0	0	21			
	Subtotal Fee	\$0.00	\$885.00	\$1,848.00	\$0.00	\$1,990.00	\$0.00	\$0.00	\$0.00		\$700		\$5,423.00
G	Engineering During Construction												
	35 Working Days												
	Construction Administration		10	30		60	25		6	131	\$700	Travel	\$27,097.00
	Inspection	1		15		128	57			201	\$1,000	Mileage	\$39,112.00
	Material Testing			3		15				18	\$10,000	Materials Testing	\$13,678.00
	As-built information		1	6		8	8			23	\$12,000	Const Survey	\$16,513.00
										0			\$0.00
	Subtotal Hours	1	11	54	0	211	90	0	6	373			
	Subtotal Fee	\$340.00	\$3,245.00	\$12,474.00	\$0.00	\$41,989.00	\$13,950.00	\$0.00	\$702.00		\$23,700		\$96,400.00
H	Operational and Safety at Stead/Lear												
	Project Coord. Meetings (Up to 2) Virtual		2	4		4				10			\$2,310.00
	Data Collection									0			\$0.00
	Site Visit			8			4			12	\$900	Travel	\$3,368.00
	Traffic Counts			2			4			6	\$1,800	Counts	\$2,882.00
	Growth Rate			1			2			3			\$541.00
	Int. Lane Configurations/Vehicle Storage			1			2			3			\$541.00

Exhibit "B"

TASK	DESCRIPTION	ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
	Traffic Analysis									0			\$0.00
	Existing Conditions LOS			1			2			3			\$541.00
	Open Yr. and 2050 Analysis w/Queueing			2			4			6			\$1,082.00
	Access Management/Evaluation			2			4			6			\$1,082.00
	Traffic Analysis Summary			1			2			3			\$541.00
	Crash Data Summary			1			2			3			\$541.00
	Technical Memorandum									0			\$0.00
	Draft Technical Memorandum		2	5			20			27			\$4,845.00
	One Findings & Rec. Meeting		1	2			4			7			\$1,377.00
	Final Technical Memorandum		1	2			10			13			\$2,307.00
	Subtotal Hours	0	6	32	0	4	60	0	0	102			
	Subtotal Fee	\$0.00	\$1,770.00	\$7,392.00	\$0.00	\$796.00	\$9,300.00	\$0.00	\$0.00		\$2,700		\$21,958.00
I	Optional: Intersection Control Evaluation and (Wingfield Hills Road/Rolling Meadows Drive)												
	Project Coord. Meetings (Up to 4) Virtual		4	8			8			20			\$4,268.00
	Data Collection									0			\$0.00
	Site Visit		2	8			4			14	\$700	Travel	\$3,758.00
	Traffic Counts			2			6			8	\$1,800	Counts	\$3,192.00
	Growth Rate			1			2			3			\$541.00
	Int. Lane Configurations/Vehicle Storage			1			2			3			\$541.00
	Traffic Analysis									0			\$0.00
	Existing Conditions LOS			1			2			3			\$541.00
	Open Yr. and 2050 Analysis w/Queueing			2			6			8			\$1,392.00
	Signal Warrant analysis			4		10	8			22			\$4,154.00
	Traffic Analysis Summary			2			2			4			\$772.00
	Safety Analysis									0			\$0.00
	Tables and Charts			2			2			4			\$772.00
	Crash Prediction			2			8			10			\$1,702.00
	Safety Analysis Summary			2			4			6			\$1,082.00
	Concept Layouts									0			\$0.00
	Prepare up to 3 concept layouts	1		10		15	45			71			\$12,610.00
	Develop OPC and Benefit-Cost Analysis			5		5	15			25			\$4,475.00
	Meeting and revisions to layouts (up to 2 meetings)			4		4				8			\$1,720.00
	Technical Memorandum									0			\$0.00
	Draft Technical Memorandum	1	2	5		2	20			30			\$5,583.00
	One Findings & Rec. Meeting		1	2		4				7			\$1,553.00
	Final Technical Memorandum		1	2		2	10			15			\$2,705.00
	Subtotal Hours	2	10	63	0	42	144	0	0	261			
	Subtotal Fee	\$680.00	\$2,950.00	\$14,553.00	\$0.00	\$8,358.00	\$22,320.00	\$0.00	\$0.00		\$2,500		\$51,361.00
J	Optional: Right of Way Engineering Service (8 easements)												
				2		16				18	\$18,000	Legals & Titles	\$21,646.00
										0			\$0.00
	Subtotal Hours	0	0	2	0	16	0	0	0	18			
	Subtotal Fee	\$0.00	\$0.00	\$462.00	\$0.00	\$3,184.00	\$0.00	\$0.00	\$0.00		\$18,000		\$21,646.00
K	Optional: Traffic Signal Undergrounds at US 395 and Stead Blvd Interchange												
	60%		3	6		12	10			31			\$6,209.00
	90% (with NDOT Permit)		1	4		10	10			25			\$4,759.00
	Final		2	3		5	4			14			\$2,898.00

Exhibit "B"

TASK	DESCRIPTION	ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
										0			\$0.00
	Subtotal Hours	0	6	13	0	27	24	0	0	70			
	Subtotal Fee	\$0.00	\$1,770.00	\$3,003.00	\$0.00	\$5,373.00	\$3,720.00	\$0.00	\$0.00		\$0		\$13,866.00
L	Optional: RRFB Crossing at Stead Blvd/Shasta St												
										0			\$0.00
	60% with ADA		4	10		15	15			44			\$8,800.00
	90%		2	7		12	12			33			\$6,455.00
	Final		2	4		7	5			18			\$3,682.00
										0			\$0.00
	Subtotal Hours	0	8	21	0	34	32	0	0	95			
	Subtotal Fee	\$0.00	\$2,360.00	\$4,851.00	\$0.00	\$6,766.00	\$4,960.00	\$0.00	\$0.00		\$0		\$18,937.00
M	Design Contingency (8% of Design)											8% of Design	\$17,000.00
N	EDC Contingency (8% of EDC)											8% of EDC	\$8,000.00
	Total Services Hours	15	120	341	49	619	589	125	30	1,444			
	Total Services Fee	\$5,100	\$35,400	\$78,771	\$10,290	\$123,181	\$91,295	\$17,500	\$3,510		\$66,000		\$456,047.00

Exhibit C

Indemnification and Insurance Requirements

EXHIBIT C

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

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 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 and the City of Reno, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

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

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

If an 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 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: 11/15/2024

Agenda Item: 4.3.6

To: Regional Transportation Commission

From: Bryan Byrne, Project Manager

SUBJECT: La Posada Drive Corrective Project Professional Services Agreement

RECOMMENDED ACTION

Approve a contract with HDR, Inc., for design services and engineering during construction services for the La Posada Corrective Project, in an amount not-to-exceed \$395,413.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with HDR, Inc., is for professional design and engineering during construction services for the La Posada Drive Corrective Project (Project) in the amount of \$395,413 and project contingency in the amount of \$45,000.

The Project will consist of several key activities to enhance the roadway infrastructure, including patching, surface treatment, pedestrian ramp evaluation, and safety analysis. The primary objectives of the project include:

- Design Services: Developing detailed design plans, including mapping, striping, and pedestrian ramp designs, to ensure compliance with current standards and specifications.
- Patching and Surface Treatment: Identifying and addressing areas that require patching and applying surface treatments to improve the overall condition of the roadway.
- Pedestrian Ramp Evaluation: Evaluating existing pedestrian ramps at key intersections to ensure they meet current Americans with Disabilities Act (ADA) guidelines.
- Safety Analysis: Conduct a safety analysis of the existing roundabouts for pedestrian and bicycle crossings.
- Bidding Services: Managing the bidding process, including pre-bid meetings, bid reviews, and recommendations for award.

HDR, Inc., was selected from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. The complete scope of services is included as Exhibit A-1 to the attached PSA. HDR's scope, schedule, and fee indicated the amount for design and engineering during

construction services is within the appropriate budget. The targeted schedule for these services is as follows:

Notice to Proceed: November 2024
Initial Evaluations: December 2024
Final Design: Fall 2025
Begin Construction: Spring 2026
Complete Construction: Summer 2026

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

06/17/2022 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 HDR, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program shortlist to perform Design and Engineering Services in connection with the La Posada Corrective 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 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	\$184,205
Design Contingency	\$35,000
Engineering During Construction Services	\$166,208
<u>Engineering During Construction Services Contingency</u>	<u>\$10,000</u>
 Total Not-to-Exceed Amount	 <u>\$395,413</u>

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is 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.
- 12.2. CONSULTANT' Project Manager is Craig Smart 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
Bryan Byrne
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: bbyrne@rtcwashoe.com
Phone: (775) 335-1865

CONSULTANT: Craig Smart
Nevada Area Operations Manager
HDR Inc.
6750 Via Austi Parkway, Suite 350
Las Vegas, NV 89119-3565
Email: craig.smart@hdrinc.com
Phone: (702) 938-6023

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

HDR, Inc.

By: _____
Craig Smart, Nevada Area Operations Manager

Exhibit A

Scope of Services



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 may include Washoe County, the City of Sparks, and NDOT.

Deliverables – Invoicing, progress reports, and meeting minutes.

2. Investigation of Existing Conditions

The CONSULTANT will identify patching locations and limits of mill/fill areas and surface treatment areas.

The CONSULTANT will evaluate existing pedestrian ramps from Pyramid way through the Tierra del Sol Pkwy roundabout, at the La Posada Dr./Cordoba Blvd intersection, and the Cordoba Blvd/Calle De Oro Pkwy intersection to document compliance with current Americans with Disabilities Act (ADA) guidelines (PROWAG).

The CONSULTANT will core each roadway section to identify existing asphalt concrete thickness within identified mill and fill areas. We anticipate three (3) cores between Pyramid Way and Lindberg Ln. on La Posada Dr. and four (4) cores between La Posada Dr. and Calle De Oro Pkwy. on Cordoba Blvd.

The CONSULTANT will collect information on existing utilities and coordinate with utility owners for any necessary relocations.

Deliverables – Existing curb and curb ramp inventory/inspection report. Geotech/core report and pavement corrective action recommendations.

3. Topographic Survey

CONSULTANT will gather survey data associated with locations of surface evidence of existing utilities (valve cans, manhole covers, utility vaults, etc.) within the limits of the proposed mill and fill improvements on La Posada Drive and Cordoba Blvd.

The CONSULTANT will provide design level survey for approximately forty (20) existing pedestrian ramps. The work will include gathering survey data associated with lip of gutter, curb flow line, top back of curb and back of walk within 15' of curb returns. Property boundary information and corner locations will be identified to verify R/W at curb ramp reconstruction locations.

4. Right of Way Mapping

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

5. Right of Way Engineering Services – Contingent Item

Scope items used for up to 10 parcels requiring permanent and/or temporary easements and/or potentially partial fee takes to construct the planned pedestrian ramp improvements and/or transitions to cross streets. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of parcels impacted by necessary design/construction. 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. Includes R/W setting meeting.

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

Deliverables – property boundary for up to 10 parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each affected parcel. R/W setting meeting minutes.

6. Design

The CONSULTANT will provide the design services as follows:

- Mapping of the proposed streets which will be developed using Washoe County GIS mapping along with the topographic survey data obtained from our Investigation of Existing Conditions.
- NDOT permitting documents for Pyramid Way (SR445).
- AutoCAD drawings of the proposed streets showing areas to receive surface treatment including treatment limits, patch locations, pavement striping, and locations of existing utility valves and manholes.
- Surface treatment and patch quantities for each street.
- Verification of existing striping, including striping quantities for each street.
- Striping sheets which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Design of approximately forty (40) pedestrian ramps. Design will include spot elevations and slopes to provide compliance with current Americans with Disabilities Act (ADA) guidelines (PROWAG).
- The final plan set is anticipated to include approximately 25 sheets and will include

the following sheets:

- Cover Sheet (one each)
 - Notes, Legend and Abbreviations Sheet (three total)
 - Sheet Index (one each)
 - Plan Sheets (10 each at 1" = 20' scale)
 - Signal Plan/Notes (3 each)
 - Pedestrian Ramp Details/Grading Sheets (4 each)
 - Detail Sheets (3 each)
- Prepare Construction Plans, Contract Documents and Technical Specifications for construction bid advertisement for the approved project in accordance with RTC standards and requirements.
 - Provide a final Engineer's opinion of probable construction costs for the project based on the final design. 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.

Deliverables – 50%, 90% and Final Plans (22x34), specifications and opinion of probable cost delivered electronically (.pdf) to the RTC, Washoe County, City of Sparks, and NDOT.

7. Safety Analysis

CONSULTANT will provide RTC with draft and final safety analysis, including 3-day data collection, to determine needs for warning flashing beacons at roundabouts and adjustments needed to the existing RFFB at the multi-lane pedestrian crossing. If any additional work is to be added to this project as a result of this safety analysis, it will be covered with the design contingency task.

Deliverables – Draft and Final safety analysis documentation.

8. Bidding Services

Plan Set and Specification Distribution: CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the 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, pre-bid meeting agenda, pre-bid meeting PDF summary, MS Excel bid tabulation.

9. Design Contingency

This is a design contingency for miscellaneous increases within the scope of this contract including optional bike enhancements. 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.

10. Construction Contract Administration – Anticipate a 25-working day contract.

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

- Attend the preconstruction conference
- Review contractors working day schedule for construction
- Perform construction coordination
- Review contractor's traffic control plans
- Review contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide comments on test results
- Review and provide comments on contractor's construction schedule and work progress
- Review construction for conformance with contract plans and specifications.
- Provide verification and comments on contractor's monthly pay request
- Oversee the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Coordinate with RTC for issuance of press releases for major traffic restrictions during construction.
- Coordinate with local public agencies and utilities for the items of work that are maintained by others
- Assist in change order review
- Document field modifications to the work with the designer for inclusion in record drawings
- Provide a compliance letter at project closeout summarizing testing results.

11. Construction Surveying

CONSULTANT shall provide construction surveying for the project to include:

- Construction stakes for the proposed pedestrian ramp improvements will consist

of offset and when required line stakes for the proposed pedestrian ramp improvements. Construction stakes will be set at angle points, grade breaks, radius points, pedestrian ramp ¼ points around curb returns, centerline pedestrian ramps, and tie-in points. Stakes will be graded to the nearest one hundredth of a foot of the proposed finished grade and/or top of curb elevations as prescribed within the improvement plans.

- Battle Born Ventures, LLC will survey the location of street centerline survey monuments and/or property corners associated with the alignments of streets slated for mill and fill in anticipation that the monuments will be destroyed during construction. Upon completion of paving improvements, Battle Born Ventures, LLC will provide surveying services to reset the destroyed centerline monuments. The survey will consist of setting four intersecting reference points for each monument to be reset. Upon completion of installation of the monuments by the contractor, Battle Born Ventures, LLC will use the reference points to verify the location of the centerline intersections and punch the point on the monument. In addition, Battle Born Ventures, LLC will prepare corner record forms for each monument replaced and will record them with the Washoe County Recorder's Office. Estimated number of survey monuments is 5.

12. Construction Inspection

CONSULTANT shall provide one full time inspector during construction activities. 10-hour workdays and a 25-working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted 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

13. Material Testing

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).

14. Record Information

Provide record drawings of redlines provided by the contractor for the completed project in PDF format. Two sets of electronic drawings, in single file PDF format (22" x 34" at 300 dpi), on flash drive 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 dated and identified as the record drawings and must also contain the engineer's stamp and signature. The Consultant will provide the final revisions on the original engineer-stamped/signed reproducible 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.

15. Construction Contingency (Sole Option and Discretion of RTC)

This is a contingency for miscellaneous increases within the scope specific to construction items 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.

EXHIBIT A-1 - PRELIMINARY SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors/Notes	Timeline																			
							Qtr 4, 2024	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			
							Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1	★	NTP	1 day	Mon 10/21/24	Mon 10/21/24																					
2	★	Investigation of Existing Conditions	115 days	Tue 10/22/24	Mon 3/31/25	1																				
3	★	Geotechnical investigation (cores)	115 days	Tue 10/22/24	Mon 3/31/25	CME																				
4	★	ADA inventory/inspection	3 days	Mon 10/28/24	Wed 10/30/24	HDR																				
5	★	Topo Survey Collection	40 days	Mon 11/11/24	Fri 1/3/25	Battle Born Ventures																				
6	★	Traffic Data Collection	3 days	Thu 5/15/25	Sat 5/17/25	LIDAR Matrix																				
7	★	50% Design	64 days	Mon 2/3/25	Thu 5/1/25																					
8	★	50% Submittal	0 days	Fri 5/2/25	Fri 5/2/25	7																				
9	★	50% Agency Review	21 days	Mon 5/5/25	Sun 6/1/25																					
10	★	90% Design	19 days	Mon 6/2/25	Thu 6/26/25	9																				
11	★	90% Submittal	0 days	Fri 6/27/25	Fri 6/27/25	10																				
12	★	90% Agency Review	21 days	Mon 6/30/25	Sun 7/27/25																					
13	★	100% Design	19 days	Mon 7/28/25	Thu 8/21/25	12																				
14	★	100% Submittal	0 days	Fri 8/22/25	Fri 8/22/25	13																				
15	★	100% Agency Review	21 days	Mon 8/25/25	Sun 9/21/25	13																				
16	★	Advertise	21 days	Mon 9/22/25	Sun 10/19/25	15																				
17	★	Open Bids	1 day	Mon 10/27/25	Mon 10/27/25																					
18	★	Construction NTP	0 days	Mon 11/10/25	Mon 11/10/25																					
19	★	Construction	25 days	Mon 4/6/26	Fri 5/8/26	25 working days																				
20	★	Record Drawings/Closeout Report	5 days	Mon 5/11/26	Fri 5/15/26																					

Project: La_Posada_Sched
Date: Wed 9/18/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT A-2
KEY PERSONNEL



La Posada Resurfacing Project

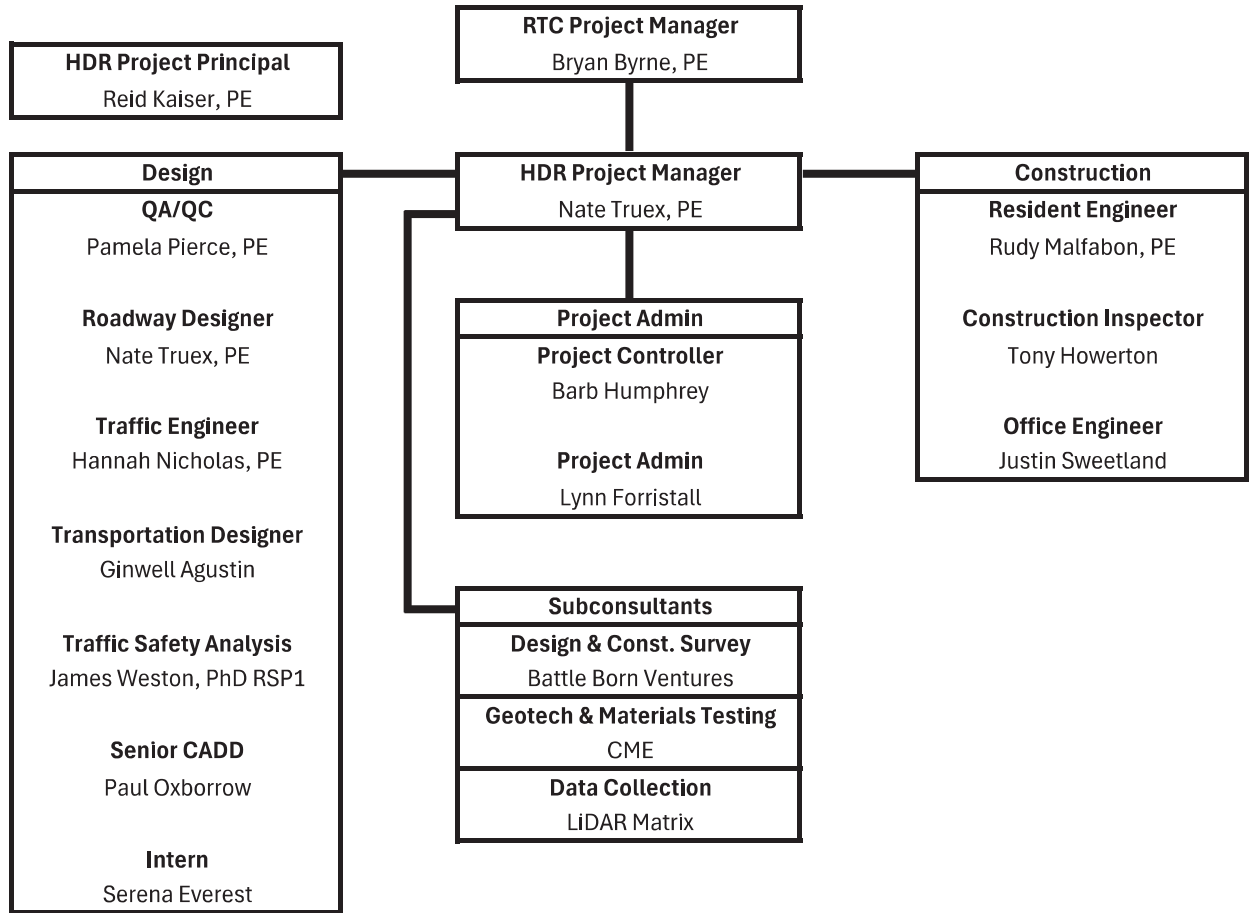


Exhibit B

Compensation

Client: RTC
 Project Name: La Posada Drive Corrective Project
 RTC Proj #: 0224003

EXHIBIT B - Fee



Task No.	Task Description	Rates														Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
		Project Principal	Project Manager	QA/QC	Roadway Designer	Senior Designer/CADD	Transportation Designer	Intern	Traffic Engineer	Traffic Safety Analysis	Project Contoller	Project Admin	Resident Engineer	Construction Inspector	Office Engineer					
Task 001	Project Management	\$ 351.82	\$ 195.89	\$ 324.83	\$ 195.89	\$ 197.48	\$ 132.00	\$ 74.78	\$ 142.79	\$ 253.88	\$ 119.00	\$ 105.69	\$ 269.91	\$ 188.30	\$ 183.65					
1.1	Project Management and Coordination	4	8													12	\$2,975		\$2,975	
1.2	Project Management Plan	1	4													7	\$1,347		\$1,347	
1.3	Project Monitoring, Administration, and Status Reporting		8							24						32	\$4,423		\$4,423	
1.4	Project Status Meetings															0	\$0		\$0	
1.4.1	Kickoff Meeting (1)		2			2										8	\$1,262		\$1,262	
1.4.2	Project Management Team Meetings (4)		6			6						8				24	\$3,468		\$3,468	
1.4.3	Other Technical Meetings (8)		6			4	6	6	4							28	\$3,777		\$3,777	
1.5	Quality Management Plan		4	4												8	\$2,063		\$2,063	
1.6	Agency Coordination	1	4		6					3						10	\$1,956		\$1,956	
	Subtotal Task 1	6	40	4	6	6	16	6	7	0	24	12	0	0		127	\$21,290	\$0	\$21,290	
Task 002	Existing Site Conditions/Data Collection																			
2.1	Site Visits (2)				8			8								16	\$2,165	\$134	\$2,299	
2.2	Geotechnical Investigation (CME)		1													1	\$196	\$22,971	\$23,167	
2.3	ADA/Curb Ramp Inspections/SideWalk Inspections				8			20								28	\$3,063	\$600	\$3,663	
2.4	Existing Utilities/Utility Coordination		1					16								17	\$2,308		\$2,308	
	Subtotal Task 2	0	2	0	16	0	16	28	0	0	0	0	0	0		62	\$7,732	\$734	\$8,466	
Task 003	Topographic Survey																			
3.1	Topographic Survey Collection (Battle Born Ventures)		1		1			6								8	\$840	\$30,000	\$30,840	
	Subtotal Task 3	0	1	0	1	0	0	6	0	0	0	0	0	0		8	\$840	\$30,000	\$30,840	
Task 004	Right-of-Way Mapping																			
4.1	Right-of-Way Mapping (GIS)		2			6		8								18	\$2,570		\$2,570	
	Subtotal Task 4	0	2	0	0	6	0	8	0	0	0	0	0	0		18	\$2,570	\$0	\$2,570	
Task 005	Right of Way Engineering Services (Contingent)																			
5.1	Easements/Fee Acquisition Identification															0	\$2,500		\$2,500	
5.2	Easements/Fee Acquisition															0	\$17,500		\$17,500	
	Subtotal Task 5	0	0	0	0	0	0	0	0	0	0	0	0	0		0	\$20,000	\$0	\$20,000	
Task 006	Design (50%, 90% and 100% design Submittals)																			
6.1	50% Design															0	\$0		\$0	
6.1.1	50% Design/Plans/Estimate/Comment Matrix		6		16	28	28	32	24							134	\$19,355	\$150	\$19,505	
6.1.2	50% Special Provisions		1		6				4							11	\$1,042		\$1,042	
6.1.3	50% Review Meeting		2		2	2	2		2			2				10	\$1,548		\$1,548	
6.1.4	50% QA/QC		2	8	4	4	8		4							30	\$6,191		\$6,191	
6.2	90% Design															0	\$0		\$0	
6.2.1	90% Design/Plans/Estimate/Comment Matrix		6		16	12	20	30	16							100	\$13,848	\$150	\$14,000	
6.2.2	90% Special Provisions		1		3				2							6	\$1,069		\$1,069	
6.2.3	90% Review Meeting		2		2	2	2		2			2				10	\$1,548		\$1,548	
6.2.4	90% QA/QC		2	6	4	4	8		4							28	\$5,541		\$5,541	
6.3	100% Design															0	\$0		\$0	
6.3.1	100% Design/Plans/Estimate/Comment Matrix		4		12	12	16	16	10							70	\$10,241	\$150	\$10,391	
6.3.2	100% Special Provisions		1		2				2							5	\$873		\$873	
6.3.3	100% Review Meeting		2		2	2	2		2			2				12	\$1,839		\$1,839	
6.3.4	100% QA/QC		2	6	2	2	4		6							26	\$5,150		\$5,150	
6.4	NDOT Permitting		1				40		22							63	\$8,618		\$8,618	
	Subtotal Task 6	0	32	20	67	70	134	78	98	0	0	6	0	0		505	\$77,862	\$450	\$78,312	
Task 007	Safety Analysis																			
7.1	Data Collection - LIDAR Matrix									2						2	\$508	\$13,600	\$14,108	
7.2	Draft Safety Analysis									4						4	\$1,016		\$1,016	
7.3	Final Safety Analysis									2						2	\$508		\$508	
	Subtotal Task 7	0	0	0	0	0	0	0	0	8	0	0	0	0		8	\$2,031	\$13,600	\$15,631	
Task 008	Bidding Services																			
8.1	Pre-Bid Meeting		2					1				2				5	\$678		\$678	
8.2	Request for Information (RFI)				2			8								10	\$1,448		\$1,448	
8.3	Bid Opening		2									4				6	\$814		\$814	
8.4	Bid Review and Responses		2					8								8	\$1,184		\$1,184	
	Subtotal Task 8	0	6	0	2	0	14	1	0	0	0	6	0	0		23	\$4,124	\$0	\$4,124	
Task 009	Design Contingency																			
9.1	Design Contingency															0	\$15,000		\$15,000	
	Subtotal Task 9	0	0	0	0	0	0	0	0	0	0	0	0	0		0	\$15,000	\$0	\$15,000	
Task 010	Construction Contract Administration																			
10.1	Preconstruction Conference											4	4	4		12	\$2,219		\$2,219	
10.2	Working Drawings/RFIs		2		8			10				8				30	\$6,500		\$6,500	
10.3	Construction Coordination/Meetings/Reviews											6	6	6		80	\$17,387		\$17,387	
	Subtotal Task 10	0	2	0	8	0	10	0	8	0	0	4	18	10		140	\$26,116	\$0	\$26,116	
Task 011	Construction Surveying																			

Task No.	Task Description	Project Principal	Project Manager	QA/QC	Roadway Designer	Senior Designer/CADD	Transportation Designer	Intern	Traffic Engineer	Traffic Safety Analysis	Project Controller	Project Admin	Resident Engineer	Construction Inspector	Office Engineer	Total HDR	Total HDR	Total HDR	Subs	Total
11.1	Construction Surveying (Battle Born Ventures)		1										8	0		9	\$2,283		\$14,000	\$16,283
	Subtotal Task 11	0	1	0	0	0	0	0	0	0	0	0	8	0		9	\$2,283	\$0	\$14,000	\$16,283
Task 012	Construction inspection																			
12.1	Inspection During Construction												100	300		400	\$82,582			\$82,582
	Subtotal Task 12	0	0	0	0	0	0	0	0	0	0	0	100	300		400	\$82,582	\$0	\$0	\$82,582
Task 013	Material Testing																			
13.1	Material Testing (CME)		1										8	0		9	\$2,283		\$35,208	\$37,491
	Subtotal Task 13	0	1	0	0	0	0	0	0	0	0	0	8	0		9	\$2,283	\$0	\$35,208	\$37,491
Task 014	Record information																			
14.1	Record Drawings		1		0		4		0	0	0	0	0	16		21	\$3,737			\$3,737
	Subtotal Task 14	0	1	0	0	0	4	0	0	0	0	0	0	16		21	\$3,737	\$0	\$0	\$3,737
Task 015	Construction Contingency																			
15.1	Construction Contingency															0	\$10,000			\$10,000
	Subtotal Task 15	0	0	0	0	0	0	0	0	0	0	0	0	0		0	\$10,000	\$0	\$0	\$10,000
	Grand Total	6	88	24	100	84	194	127	113	8	24	28	134	326	80	1336	\$278,450	\$1,184	\$115,779	\$395,413

Cost Breakdown	
Design	\$184,205
Design Contingency	\$35,000
Design Total	\$219,205
Const	\$166,208
Const Contingency	\$10,000
Construction Total	\$176,208

Exhibit C

Indemnification and Insurance Requirements

ATTACHMENT C

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

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 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 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, 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: 11/15/2024

Agenda Item: 4.3.7

To: Regional Transportation Commission

From: Bryan Byrne, Project Manager

SUBJECT: Sierra Street Bridge Replacement Project PSA Amendment No. 1

RECOMMENDED ACTION

Approve Amendment No. 1 to the contract with Jacobs Engineering Group, Inc., for additional services related to coordination and design effort associated with the Construction Manager At Risk (CMAR) project delivery method for the Sierra Street Bridge Replacement Project, in the amount of \$498,490, for a new total not-to-exceed amount of \$4,151,618.

BACKGROUND AND DISCUSSION

On April 21, 2023, the RTC and Jacobs executed an agreement for engineering design services related to the Sierra Street Bridge Replacement Project ("Project"). Initially encompassing environmental documentation, project design, and coordination for a Design-Bid-Build project, the project has undergone a shift in its delivery method to a Construction-Manager-At-Risk (CMAR) approach. This amendment necessitated design modifications for the final design package, broadens public involvement, and increases Project coordination. On July 19, 2024, the RTC Board authorized staff to pursue efforts to deliver the Project using the CMAR project delivery method in an effort to potentially condense the construction schedule, achieve costs savings, and reduce impacts to the Truckee River and surrounding park access. The CMAR delivery method offers value in terms of potential innovative construction solutions and aesthetic design, reductions in permitting risk, and improved understanding and pricing of construction risk.

This amendment, Amendment No. 1, provides \$498,490 to Jacobs to fulfill all tasks associated with the revised delivery approach including additional design hours, CMAR coordination efforts, and design modifications resulting from the CMAR's construction innovations. Additional details can be found in the recitals within the attached amendment. All other provisions of the contract shall remain in full effect. The design and pre-construction activities remain on-schedule.

The current project schedule is:

- 60% Design: May 2025
- Final Design: March 2026
- Construction Begins: Spring 2027

FISCAL IMPACT

Project appropriations for this item are included in the FY 2025 Budget.

PREVIOUS BOARD ACTION

04/21/2023 Approved a contract with Jacobs Engineering Group, Inc., for environmental and engineering services for the Arlington Avenue Bridges Replacement Project, in an amount not-to-exceed \$3,653,128.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Jacobs Engineering Group, Inc. (“Consultant”) entered into an agreement dated May 2, 2023. This Amendment No. 1 is dated and effective as of November 15, 2024.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to perform engineering services in connection with the Sierra Street Bridge Replacement Project (the “Project”); and

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

WHEREAS, additional services are needed to complete the design package for the project. There are extra design efforts and services, totaling \$170,450.00, within the original scope of services. There are additional CMAR related services, totaling \$328,040.00 (as indicated in Task 13.0). There is a no cost change from design services (Tasks 1.0 to 10.0) of \$82,000.00 to Task 12.0 Cochrane Ditch to design the replacement and diversion of the Cochrane Ditch.

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

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

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

Total Services (Tasks 1.0 to 10.0)	\$3,641,578
Contingency (Task 11.0)	\$100,000
Cochrane Ditch (Task 12.0)	\$82,000
CMAR Coordination (Task 13.0)	\$328,040
Total Not-to-Exceed Amount	\$4,151,618

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

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

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

///

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

JACOBS ENGINEERING GROUP, INC.

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

Exhibit A

Scope of Services

INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno (COR), Federal Highway Administration (FHWA), United States Army Corps of Engineers (USACE), Carson-Truckee Water Conservancy District (CTWCD), Nevada Department of Transportation (NDOT), and Truckee River Flood Management Authority (TRFMA), have begun the process to replace the structurally deficient bridge over the Truckee River on Sierra Street, Sierra Street Bridge Project (Project).

RTC is anticipating a typical design-bid-build project delivery method. CONSULTANT will complete the National Environmental Policy Act (NEPA) process, with the FHWA as the Lead Agency. Ahead of commencing environmental studies for the Project, the CONSULTANT will develop and screen conceptual alternatives with the intent to arrive at one build alternative for NEPA evaluation. After the NEPA process, the CONSULTANT shall complete the final design and perform bidding services. An addendum will be executed with CONSULTANT to perform engineering services during construction, including construction staking and completing the record drawings. RTC will advertise a separate RFP to cover Construction Management Services for the construction of the bridge.

The Regional Transportation Plan (RTP) currently shows the construction of these improvements completed in the 2031-2050 time period; however, the Project has been accelerated with the opportunity to use federal funding. The estimated total cost of the improvements, as shown in the 2050 RTP, is \$29M. RTC has allocated federal funds for the project and is currently in the process of executing a Local Public Agency (LPA) agreement with NDOT for the administration of federal funds.

BACKGROUND

The Sierra Street Bridge Project is in the Riverwalk District portion of downtown Reno. Numerous community-level plans have been developed that help to guide or direct the engineering requirements and design themes of the proposed bridge replacement project. These prior planning milestones, including the 2009 City of Reno TRAction Visioning Project, 2017 City of Reno Downtown Action Plan, 2018 ReImagine Reno-Planning for the Future, 2019 City of Reno Downtown Streetscape Design Manual, and One Truckee River Plan.

The Sierra Street Bridge spans the Truckee River in downtown Reno. The bridge was constructed in 1937 by the Nevada Highway Department with the approaches built by the City of Reno. The bridge is identified by NDOT as Bridge No. B-303. The bridge consists of steel girders in three spans totaling about 136 feet and has a deck width of 62 feet. The roadway width is 44 feet with 8-foot sidewalks on each side. Travel across the structure includes two lanes in the southbound direction with on street parking on both sides of the bridge. The bridge's condition is rated poor, it is past its design life, and is scour critical. Additionally, the bridge continues to be problematic during flood events – most recently in 1997, 2005, and 2017 – due to the two (2) bridge piers in the river that collect debris.

The Sierra Street Bridge passes through human and natural resources, water conveyances (Truckee River), and existing infrastructure. Construction of these improvements will require detailed coordination with numerous agencies and public utility entities. Several potential actions are foreseeable that would require federal agency review and become a nexus for the National Environmental Policy Act (NEPA) process. Agencies that will require permit coordination include, but are not limited to, United States Army Corps of Engineers, Nevada Division of Environmental Protection, and Nevada Division of State Lands.

GENERAL REQUIREMENTS

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

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

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

- April 2023 - Enter Service Provider Agreement with the CONSULTANT
- April 2023 – Obtain Entry Permits for Field Investigations
- August 2023 – November 2023 – Alternative Study; Data Collection (other than pier borings)
- July 2023 – September 2023 – Abutment Boring Permits/Clearances
- September 2023 – September 2024 – Pier Boring Permits/Clearance (if needed)
- October 2023 – Abutment Borings
- December 2023 – April 2024 – Preliminary Design
- August 2024 – July 2025 – FHWA Approval of Documented CE for Project
- May 2024 – February 2026 – 404/401/408 Permits Authorized for Project
- October 2024 – Pier Borings (if needed)
- June 2024 – February 2026 – Final Design
- March 2026 – May 2026 – NDOT LPA Approvals
- June 2026 – August 2026 – Invitation to Bid
- September 2026 – Start construction (dependent on Arlington Bridges Completion)

SCOPE OF SERVICES

Task 1: Project Management

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

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

CONSULTANT will provide project management services for the scope of work for the duration of the project assumed to be April 2023 through November 2026, approximately forty-three (43) months for the design and permitting. Project management includes project setup and administration, including preparation and execution of sub-consultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation and monthly updates of the project schedule, continued management of sub-consultants, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout.

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

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

1.1 Project Management Meetings

1.1.1 Project Kickoff Meetings

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

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

1.1.2 Design Review Committee Meetings

The CONSULTANT will facilitate twenty (20) Design Review Committee (DRC) Meetings to discuss the design progress, upcoming milestones, scope, critical path schedule, budget, risk status, key technical issues by discipline, and make informed decisions. The DRC will also discuss permitting, value engineering, risk, and constructability. The DRC will also meet before public informational meetings to review materials and essential public input to achieve an appropriate balance between impacts, function, and cost that leads to broad support of the community. Members of the DRC will include the Project Manager, task leads (as appropriate) from the CONSULTANT, the RTC Project Manager, City of Reno, NDOT, FHWA, and utility companies. Local developers, nearby property owners, citizens groups, and area residents will be chosen to participate in the Aesthetic Stakeholder Working Group described under Task 2.6. Committee members will be chosen to ensure both the technical (bridge design, hydraulics) and non-technical (aesthetics, art) elements of the Project are covered. The CONSULTANT will prepare an agenda and distribute meeting notes and an action item

log, identifying the person responsible for resolving each item and the expected completion date via email. It is anticipated that up to six (6) total CONSULTANT and Sub-consultant staff will attend the Design Review Committee Meetings.

1.1.3 Project Management Coordination Meetings

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

1.1.4 Internal Design Coordination Meetings

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

1.1.5 Project Management Plan (PMP)

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

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

1.1.6 Quality Management Plan (QMP)

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

1.1.7 File and Document Management

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

1.2 Deliverables

- Monthly Invoices that show staff names, hours, classifications, and billing rates
- Monthly Progress Reports to be included with the invoices
- Schedule updates, as necessary
- Meeting Agenda & Minutes for Kickoff Meetings
- Meeting Agenda, Minutes and Action Item Log for Design Review Committee Meetings
- Project Management Plan preparation and as-needed updates
- Quality Management Plan

Task 2: Public and Agency Involvement

2.1 *Public Outreach and Involvement Plan*

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

2.2 *Project Branding and Logo*

CONSULTANT will develop two (2) project branding color and style palettes and two (2) project logo concepts for RTC to select from. The selected project logo and branding color scheme will be used on all project materials to provide a consistent look.

2.3 *Public Informational Meetings*

Public Information Meetings will be held with residents, property owners adjacent to the project, stakeholders, and other public members to discuss project limits, scope, tentative schedule, access, public notification requirements, and concerns of adjacent properties. It is anticipated there will be four (3) public information meetings and two (2) preparation meetings with RTC staff before each of the three public information meetings. This scope assumes the following focus for each public meeting; 1) introduce project, review results of alternatives analysis, and present project process and schedule, 2) provide updates on design progress and review aesthetic options, and 3) provide design updates and review anticipated construction schedule.

Media placement will be coordinated through the RTC Communications Team. CONSULTANT Project Manager, Design Manager, Public Information Specialist, and up to two (2) additional CONSULTANT staff will attend the public meetings as appropriate. CONSULTANT will provide up to eight (8) total display boards, a PowerPoint presentation, a survey for pointed feedback and open comments, and a project factsheet handout for each public information meeting. Along with in-person meetings, the CONSULTANT will prepare an interactive, virtual meeting website for each public meeting to allow additional access to the public meeting materials.

CONSULTANT will research and assist in reserving a venue, with RTC paying any venue usage costs directly. CONSULTANT will provide flyers (in English), to RTC for addition of Spanish translation and distribution. The RTC will use the Mailing Database prepared by the CONSULTANT under Task 2.4 to print, address, and mail post cards, including postage costs, themselves. Additionally, public meetings will be promoted on the project website and social media by the RTC. Public Information Meetings will be livestreamed on Facebook by the RTC Communications Team.

CONSULTANT will attend up to two (2) events in the community. For each event, two CONSULTANT staff will host a table with project information and a project input survey for six hours to obtain additional public input.

CONSULTANT will develop up to twenty (20) total combined renderings using a recent photo background (assumes fifteen (15) for the bridge plus five (5) additional miscellaneous). These renderings include the renderings necessary for the Build-A-Bridge application in Task 2.6.

2.4 Mailing Database

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

2.5 Website / Digital Outreach

The CONSULTANT will establish and secure a domain name and maintain the Sierra Street Bridge Project website. The website will be updated monthly, at a minimum, and more often as project activity requires until the RTC secures a Construction Manager. The website will include a home page, project descriptions, project photos, e-mail sign-up, comment page, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices, and public meeting information. The website will include links to the RTC Home Page and any project-related videos, including "The Road Ahead" television segments and the livestream recordings from the public meetings. The website will be designed using WordPress, and the RTC Communications Team will approve all content before it is available to the public. Spanish translation for website content and materials to be posted on the website will be provided by the RTC. Consultant will include Alt-Texts for images and any other non-text content like graphs or data tables on pdfs to assist the visually impaired.

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

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

2.6 Aesthetic Stakeholder Working Group

The CONSULTANT will assemble and manage an Aesthetic Stakeholder Working Group (ASWG) that includes some members of the Design Review Committee, developers, adjacent property owners, citizens groups, and area residents to develop and implement a landscape and aesthetics plan that is sustainable and meets the community goals defined in the Alternatives Report (see Task 3.1). It is anticipated that four (4) ASWG meetings will be held and attended by five (5) CONSULTANT staff as appropriate.

The CONSULTANT will create a proprietary interactive Build-A-Bridge application that will allow the public to pick their choice of available aesthetic options to assist in reaching a consensus. Renderings created in Task 2.3 will be used for the Build-A-Bridge application.

2.7 Additional Outreach Efforts

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

2.7.1 Regional Transportation Commission Board Meetings

CONSULTANT will provide up to four (4) PowerPoint presentations to the RTC Project Manager to present to the RTC Board of Commissioners.

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

2.7.2 Washoe County Board of Commissioners Meetings

CONSULTANT assumes no participation at or support to RTC Project Manager for Washoe County Board of Commissioner Meetings.

2.7.3 Reno City Council Meetings

CONSULTANT will provide a PowerPoint presentation to RTC Project Manager and attend the presentation made by RTC to the Reno City Council. A total of two (2) City Council meetings are anticipated. Three (3) additional preparation meetings for each of the City Council Meetings are budgeted to prepare and coordinate with City of Reno staff before each Reno City Council meeting.

2.7.4 Ward 1 and Ward 5 Neighborhood Advisory Board Meetings

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

2.8 Deliverables

- Draft Public Outreach and Involvement Plan
- Final Public Outreach and Involvement Plan
- Two (2) project logos and two (2) project branding color and style palettes
- Preparation and Attendance at three (3) Public Information Meetings
- Preparation and Attendance at two (2) community events
- Recorded Presentation and Survey for each of the four (4) Public Information Meetings
- Mailing Database
- Project website with secure domain name
- Aesthetics Stakeholder Working Group Meetings (four (4))
- Build-A-Bridge Application and summary of results
- Presentation Material and Attendance at four (4) RTC Board Meetings
- Presentation Materials and Attendance at two (2) Reno City Council Meetings; Three (3) preparation meetings with RTC and City of Reno Staff prior to each of the council meetings
- Presentation Material and Attendance at one (1) each Ward 1 and Ward 5 Neighborhood Advisory Board Meetings.

Task 3: Project Development

3.1 Alternatives Analysis

The CONSULTANT will provide coordination, supervision, management, and analysis of the conceptual bridge, roadway, and aesthetic alternatives for the Project. The general process for alternatives analysis will be as follows:

- In collaboration with the DRC, identify the primary Project purpose and needs, as well as additional project goals. The purpose and need, and goals will be documented in a brief memorandum.
- Develop conceptual alternatives including bridge, roadway, multimodal elements, and aesthetic themes, that address the identified purpose and need and project goals.
- In collaboration with the DRC, develop specific and measurable criteria to evaluate how well the conceptual Project alternatives meet the overarching purpose, needs, and goals. Agreed-upon criteria will be documented in screening matrices. This scope assumes two levels of screening as described below.
- Identify bridge type alternatives that generally meet the Project purpose, needs, and goals. Each alternative will be laid out with consistent assumptions for roadway elements, including multi-modal.
 - Level 1 screening. The Level 1 screening will involve qualitatively evaluating conceptual alternatives to determine how well each alternative meets Project purpose and need, and goals set by the DRC. This process is intended to screen out concepts that perform poorly when compared with the other concepts. This process is intended to be done with minimal effort so the team can focus additional effort only on those concepts that best align with the Project purpose and need and identified project goals. Preliminary results of the screening will be captured in a matrix for review and discussion with the DRC in a half day workshop. This scope assumes Level 1 screening will be done at 5% level of design and that no more than six (6) alternatives will be screened.
 - Level 2 screening. Concepts carried forward from the Level 1 screening are developed further and then evaluated in more detail, based on evaluation criteria identified (e.g. consistency with needs and goals, environmental and property impact, operational performance, planning level cost estimates, etc.). Design at Screening Level 2 will not exceed 15% level of design and it is assumed no more than 3 alternatives will be considered. Preliminary results of the screening will be captured in a matrix for review and discussion with the DRC and ASWG in a half day workshop.
- The CONSULTANT will document the alternatives development and screening process in an Alternatives Report, including development of conceptual alternatives, screening methods, screening criteria, DRC and ASWG input, conclusions, and rationale. This scope assumes the alternatives screening process will result in one build alternative that will be carried into 30% design, and ultimately carried forward for NEPA evaluation and final design. CONSULTANT will submit a draft Alternatives Report to the RTC, City of Reno, and NDOT for review and comment. CONSULTANT will incorporate any comments into a Final Alternatives Report.

3.1.1 Design Criteria

The CONSULTANT will review design criteria standards and document the most current editions of relevant agency adopted standards to establish design criteria constraints. The bridge is owned by the City of Reno; however, any replacement structure would be designed in conformance with American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, 9th Edition, 2020 and NDOT Standards, specifically the NDOT Structures Manual, 2008, and subsequent revisions.

3.1.2 Bridge Concepts

CONSULTANT will develop conceptual designs for bridges, flood channel walls, and local streets to support decision-making and ensure selected themes and concepts are feasible and constructible. Preliminary engineering analysis is required to support the alternatives process and includes evaluation of foundation locations and type, bridge type, span configuration, and other aesthetic considerations. The guidance for establishing bridge types is based on the following general criteria as discussed and agreed to with the RTC and City of Reno.

- Provide a bridge that provides maintenance accessibility
- This is a high pedestrian area, so features of the structure need to consider pedestrian access and durability
- The bridge deck, including the sidewalk, should allow for all types of vehicular traffic
- Supports placed within the Truckee river will be minimized to the extent possible, balancing cost, constructability, and hydraulic requirements

Developed concepts will be reviewed with the DRC at Level 1 screening and ASWG at Level 2 Screening. It is assumed that the number of initial bridge concepts for Level 1 screening will not exceed 6. It is assumed that the number of bridge concepts for Level 2 screening will not exceed 3. It is assumed that only 1 bridge concept will remain at the end of Level 2 Screening.

Upon selection of a bridge concept and aesthetic package, further analysis to finalize the concept will be completed including additional preliminary engineering for the structure, geometrics, foundation, deck, general aesthetics and quantities. One bridge general plan and elevation sheet, as well as a summary of the bridge type will be prepared for inclusion in the final Alternatives Report.

3.1.3 Roadway and Pedestrian Concepts

For Level 1 Screening, The CONSULTANT will develop roadway cross section configurations and up to two preliminary horizontal and vertical alignments for the roadway across the Truckee River. Roadway cross sections will include travel lane configurations, potential intersection modifications, and accommodations for pedestrians, bicycles, and on-street parking. Evaluation of two (2) cross-sections per horizontal alignment are anticipated.

All concepts will be evaluated with the bridge type concepts described in Task 3.1.2, and separate meetings and reviews are not anticipated.

A roll plot of the geometries along with typical cross-sections will be prepared for the alternatives.

After Level 2 Screening, an updated roll plot of the final geometry and typical cross-sections will be prepared.

3.1.4 Preliminary Hydraulic Analysis and Coordination

The CONSULTANT will review and investigate the current Truckee River hydraulic capacity requirements including preliminary determination of the existing water surface elevation and feasible freeboard requirements at Sierra Street. Hydraulic modeling of the river and potential flood scenarios related to different bridge types will not be completed.

The CONSULTANT will meet and coordinate with the Truckee River Flood Management Authority (TRFMA) and review the current TRFMA HEC-RAS 100-year model for the Truckee River to determine existing 100-year hydraulic conditions. Results from this coordination will be used to identify potential hydraulic constraints and opportunities related to the proposed bridge configuration.

The CONSULTANT will meet and coordinate with the Carson Truckee Water Conservancy District (CTWCD) and review the current CTWCD HEC-RAS model for the Truckee River to determine existing condition hydraulics for the conveyance of 14,000 cfs. Results from this coordination will be used to identify potential constraints and opportunities related to the requirements to obtain necessary United States Army Corp of Engineers permits.

3.1.5 Local Drainage

For the purposes of this scope, local drainage will be considered common to each of the roadway and bridge concepts, so no drainage analysis or investigation will be conducted.

3.1.6 Traffic

The CONSULTANT will review existing traffic data from available sources such as the RTC's 2040 Travel Demand Model (no traffic, pedestrian, or bicycle counts to be collected) to ensure bridge concepts will accommodate the anticipated traffic volumes. No traffic operations analysis will be conducted.

3.1.7 Lighting and Electrical

It is anticipated that the lighting fixtures will be included as a part of the overall aesthetic theme; therefore, no lighting or electrical analysis will be conducted.

3.1.8 Constructability Review

The bridge alternatives will be screened for constructability at both the Level 1 and Level 2 Screening phase. This screening will assist in concept development and will focus on elements that may include but are not limited to accelerated bridge construction, river access, river diversions, falsework, construction staging areas, MOT and pedestrian detours, and construction sequencing.

Following the Level 2 Screening, the CONSULTANT will coordinate with the RTC to coordinate on alternative contract delivery methods that may offer schedule and/or cost savings.

3.1.9 Cost

For Level 1 Screening, cost will not be a consideration as Level 1 Screening is intended to filter options that don't meet the overall Project purpose and need.

For Level 2 Screening, planning level cost estimates for construction of each bridge alternative and surrounding roadway improvements will be completed. Cost estimates will be prepared to support the ASWG workshop. Costs of all major components of the bridge replacement including street

transitions, flood channel walls replacement, traffic, utilities, modifications of surrounding properties and accesses, and sidewalks will be included.

3.1.10 Deliverables

- Project Purpose, Needs, and Goals Memorandum
- Screening Criteria Memorandum
- Level 1 Screening Matrix
- Level 2 Screening Matrix
- Alternatives Report (Draft and Final)

3.2 Geotechnical Investigation

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

CONSULTANT will perform field and laboratory investigations and analyses to provide complete geotechnical reports and final geotechnical design recommendations for the Sierra Street Bridge Project.

3.2.1 General assumptions

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

- It is understood that the geotechnical investigation will be performed in two mobilizations. The abutment borings only require NDOT Section 106 Consultation and will be drilled in one mobilization (Fall 2023). Due to the need for environmental permitting including but not limited to USACE, Carson Truckee Water Conservancy District (CTWCD), tribal, Nevada State Lands for the center pier boring, this boring will be drilled at a later date (likely Summer 2024).
- Research of existing geotechnical studies and as built plans will be completed during the preliminary investigation phase.
- In order to limit night time disturbances and to abide by the City of Reno's noise ordinance, it is assumed that all field work will be performed during normal business hours (Monday through Friday, 7AM to 7PM).
- Field work will be coordinated such that at least one lane of travel will be permitted in each direction and flaggers are not required.
- CONSULTANT will obtain a City of Reno encroachment permit with permit fees waived.
- An NDOT encroachment permit is not needed.
- It is assumed the center pier boring will require an extensive environmental permitting process.

3.2.2 General Field Exploration Preparation and Information

Prior to initiating the subsurface exploration, the CONSULTANT will contact USA North to determine the location of existing utilities. CONSULTANT will take standard precautions to lower the risk of damaging underground structures; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures. Our fee is not adequate to compensate for

damage or disruption of service and repair costs. If insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the RTC.

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

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

3.2.3 Field Exploration

Consistent with *AASHTO LRFD BDS* Table 10.4.2-1, sonic borings will be proposed at each bridge support (north and south abutments, middle pier). We understand the pavement rehabilitation will be in accordance with the new *2021 RTC Pavement Design Manual*.

Geophysical testing will be performed to determine the shear wave velocity in the upper 100 feet. Roadway borings and asphalt cores will be obtained from the proposed rehabilitated/ reconstructed pavement section areas.

Figure 1 presents the proposed exploration location map.

3.2.3.1 Bridge Exploratory Borings

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



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

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

Borings located within the existing roadway will be backfilled per NDEP and NRS and capped using a high strength concrete patch. Excess cuttings resulting from the drilled borings will be hauled off site.

With the approval of the City of Reno, RTC, and NDOT, the center pier boring will be drilled through the bridge deck with a 10-inch diameter bit (approximate dimension). Drilling operations will be located such that the bridge superstructure (with the exception of the deck) will not be disturbed. Boring will be located to ensure distress to the bridge structural integrity is avoided. Following exploratory drilling, concrete will be utilized to patch the bridge deck to full thickness. Dowels consisting of #4 bars will adjoin the existing bridge deck to the concrete patch.

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

3.2.3.2 Geophysical Measurements

One (1) geophysical array has been budgeted using Refraction Microtremor (ReMi) methodologies. The DAQlink 4 24-bit acquisition system (Seismic Source/Optim) utilizing a multichannel geophone cable with 12 geophones, placed at an approximate spacing of 16 feet (due to access limitations), will be used to obtain surface wave data. Vertical geophones with resonant frequencies of 10 Hz measure surface wave energy from broad band ambient site noise across the geophone array (i.e. ReMi setup location) for multiple 30-second iterations.

3.2.3.3 Pavement Borings, Coring, & Sampling

Up to four (4) auger borings and three (3) asphalt cores are budgeted. Pavement cores will be collected using a portable coring rig with a 4-inch diameter barrel. Due to the quantity of sample required per sampling location (on the order of 100 to 125 pounds) required to test the soil in accordance with the *2021 RTC Structural Design Guide for Flexible Pavement* Section 5.2.d (page 46), a two-wheel drive truck drill rig will pulverize the asphalt, drill through the base, and collect subgrade sample in addition to standard penetration test (SPT) testing to a depth of 3 feet in accordance with Section 5.2.d (page 40). Following pavement coring and drilling, aggregate base will be excavated and retained in bags. Aggregate base and asphalt thickness will be measured and recorded.

Subgrade soils will be excavated up to two (2) feet below the existing structural section. Soils encountered will be visually classified in accordance with the Unified Soils Classification System. Soil samples will be collected and brought back to our laboratory for testing. CONSULTANT's

geotechnical personnel will log material encountered during exploration in the field. Representative subgrade soil samples will be returned to our laboratory for testing.

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

3.2.4 Laboratory Testing

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

- Representative samples of each significant soil type will be tested in our laboratory for index properties, such as moisture content, unit weight, grain size distribution, and plasticity.
- Select clay samples will be tested for triaxial shear testing (if clay is encountered).
- Resistance value tests (R-value testing) will also be completed. R-value testing measures the strength of subgrade soils and its expansion potential. The test results are used to determine the subgrade soil resilient modulus, which is used in structural section design. In accordance with the *2021 RTC Structural Design Guide for Flexible Pavement* Section 5.2.d (Page 46), two (2) R-value tests will per conducted per sampling location with no less than three (3) sampling locations per project. Two (2) additional R-values are budgeted in the case that 2 R-values at the sample sampling locations are not within the ASTM allowable precision in accordance with Section 5.2.d.
- Corrosion testing on representative native soils will also be performed to determine corrosion potential to concrete. Soils will be tested for soluble sulfates.

3.2.5 Analysis

All analyses will be in accordance with *2020 AASHTO Bridge Design Specifications, 9th Edition* and current NDOT standards, as applicable.

3.2.5.1 Bridge Foundation Analysis

Scour (i.e., long-term, contraction, and local) depths and appropriate protection, as needed, will be analyzed and designed by CONSULTANT rather than Geotechnical Sub-consultant (see Task 3.6 of this Scope). Geotechnical Sub-consultant will, however, provide D50 grain size distribution values to the CONSULTANT for use in scour analysis. Anticipated foundations may include shallow spread footings or drilled shafts. Axial compression and tension capacities for deep foundations will be provided.

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

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

Foundation analysis will be consistent with NDOT standards and NDOT Geotechnical Manual.

3.2.5.2 Wingwalls

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

3.2.5.3 Seismic Issues

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

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

Previous review indicates that no mapped faults traverse through the roadway alignment. However, regional faulting will also be evaluated and fault properties including magnitude and proximity will determine seismic parameters used for soil liquefaction analysis.

Due to the proximity of the site to existing active faults (within 6-miles of an active fault), the “Site Specific Procedure” (outlined in AASHTO LRFD BDS Section 3.10.2.2) is required to assess the project design acceleration response spectrum (ARS). AASHTO also requires a peer review. CME will subcontract with:

- Ramin Motamed, PhD, PE to provide the ARS in accordance to AASHTO LRFD BDS Section 3.10.2.2; and
- Crawford & Associates, Inc. to perform a peer review as required per AASHTO LRFD BDS Section 3.10.2.2.

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

Soil liquefaction and lateral spread potential will also be evaluated. Mitigation construction options will be presented, as applicable. Design recommendations may be provided, if needed, but is not included in this cost proposal. Typically, a specialty design-build contractor provides liquefaction mitigation measures based on their proprietary method(s).

3.2.5.4 Structural Section Design

Based on current City of Reno Pavement Condition Index Mapping, the estimated PCI for the improvement area is on the order of 70 to 80. Based on current PCI levels as well as anticipated distress during construction, structural section mill and overlay will be considered a potential alternative, except where the grade will be raised and/or bridge construction will remove the existing pavement structural section. This cost proposal includes rehabilitation and full-depth reconstruction structural section recommendations.

Traffic volumes (provided by RTC), over a 20-year design period, will be utilized to determine growth factors and design ESALs. The average ESAL factors for the roadway functional classification will be based on the NDOT’s Annual Traffic Report. According to the RTC Bus Route Map, no bus routes

currently travel on Sierra Street. CONSULTANT assumes this will not change and RTC bus traffic will not be considered in the analyses unless directed by the RTC or City of Reno.

At RTC's request, structural section design recommendations and associated design parameters will be based on the *2021 RTC Structural Design Guide for Flexible Pavement* published February 2021. Flexible pavement structural sections are anticipated for this project. Design recommendations will also follow City of Reno structural section recommendations based on the roadway classification.

3.2.6 Geotechnical Investigation Report

Upon completion of our field, laboratory, and office studies, two reports will be published including 1) bridge replacement, and 2) pavement ancillary improvements. General topics for the reports are discussed below.

3.2.6.1 Introduction, Site and Geologic Conditions, and Laboratory Testing

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

3.2.6.2 Seismicity

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

3.2.6.3 Geotechnical Design Parameters

- Drilled shaft geotechnical axial compression, tension, and lateral soil design parameters using LPILE;
- Allowable bearing pressures for spread footings type foundations including sliding friction values and passive pressures;
- Lateral soil pressures including static and dynamic values for retaining wall design;
- Surcharge loading from traffic or other sources for retaining wall design.

3.2.6.4 Structural Section

- Subgrade soil resilient modulus for structural section design;
- Design ESAL analysis (traffic study provided by Jacobs);
- Structural section design for flexible pavement design.

3.2.6.5 Construction Recommendations

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

3.2.7 Meetings, Consultation, Review Comments and Specifications

The following hours are assumed for meeting budgets:

- Geotechnical Project Manager – 100 hours
- Senior Engineer – 40 hours

These meetings are anticipated to be comprised of internal design team meetings and project management team meetings with the RTC.

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

3.2.8 Engineering Services During Construction

As stated in the Introduction, an addendum will be executed with CONSULTANT to perform engineering services during construction, including construction staking and completing the record drawings. RTC will advertise a separate RFP to cover Construction Management Services. It is assumed this addendum will be negotiated prior to completion of the final design, projected to be in 2025.

3.2.9 Deliverables:

- Draft Geotechnical Investigation Report (Submitted at 60%)
- Final Geotechnical Investigation Report (Submitted at 90%)

3.3 Topographic Survey

3.3.1 Topographic Survey

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the Sierra Street Bridge Project. Survey and mapping will be detailed and extensive enough to identify drainage concerns, possible utility conflicts, design challenges, river hydraulics, the Ordinary High Water Mark determination, and property boundary determination.

The survey information will be provided for the full right-of-way width and will include cross-sections at 50-foot intervals from the south side of West First Street to approximately 140' south of Island Avenue (Court Street intersection). For Island Avenue, the existing ground topo shall extend 200' west past the intersection with Sierra Street. The Riverwalk at the NW, NE, and SE corners of the bridge will include survey for approximately 175' beyond the intersection with Sierra Street. Field survey will include but is not limited to, centerline elevations, existing stripping, edge of

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

Bathymetric Survey of the Truckee River will be obtained between 100' upstream of the Sierra Street Bridge and 75' Downstream of the Sierra Street Bridge to compliment the CTWCD lidar data for the existing hydraulic model. Ordinary High Water Mark will be obtained between the Virginia Street Bridge and the whitewater park drop structure just west of the Sierra Street Bridge (Approximately 250' upstream).

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

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

3.3.2 Drone Aerial Imagery and Topography

CONSULTANT will perform an aerial planimetric survey with a drone flight path established to provide aerial imagery and topography for the limits bounded by Arlington Avenue to the west, Court Steet to the south, Virginia Street to the east, and West Second Street to the north.

Drone photography at the existing bridge from 10 different angles will be captured for use by others when creating renderings.

3.3.3 Deliverables:

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

3.4 Right-Of-Way Engineering, Mapping, Acquisition, and Setting

3.4.1 Right-Of-Way Engineering, Mapping, and Acquisition:

CONSULTANT will research and obtain ownership information, recorded survey maps and property ownership documents that identify road rights-of-way and property boundary lines from the Washoe County Assessor's and Recorder's Offices. It is estimated that 5 ownerships, 4 private and the Nevada Division of State Lands (NDSL), could be impacted by the project design for the construction and maintenance of the new Sierra Street bridge structure.

CONSULTANT will compile a survey request to complete a field survey to locate and tie Section Corners, property corners, and the Ordinary High Water Mark of the Truckee River to determine property boundary lines of any impacted ownerships. CONSULTANT will perform field survey. Field surveys to adequately locate existing boundary lines is included in Task 3.3. CONSULTANT will solicit

and contract with a Title Company in the City of Reno to prepare and provide preliminary title reports, updated title reports and escrow services for the potentially impacted private ownerships. CONSULTANT will review and illustrate the preliminary and updated title reports for accuracy and understanding. This scope assumes 4 title reports will be provided at \$1,000 per report.

CONSULTANT will complete and check all calculations performed to establish the existing right-of-way corridor of Sierra Street and total property boundaries of impacted ownerships based on boundary determination established from found survey monuments in the field.

CONSULTANT will perform and check the calculations to establish the square foot areas of the permanent and temporary construction easement parcels to be acquired. It is estimated that 11 parcels will be calculated. CONSULTANT will calculate the square foot area for any new or relocated utility easements. It is estimated that 4 utility companies could require easements.

CONSULTANT will prepare and review a metes and bounds legal description and exhibit for each of the permanent and temporary construction easements and any new or relocated utility easements required from private property or the NDSL. CONSULTANT will submit the finished metes and bounds legal descriptions and exhibits to the RTC for their review and approval.

CONSULTANT will not be responsible for the hiring of an Appraiser or Reviewing Appraiser. CONSULTANT assumes the RTC will complete acquisition and conveyance documents.

3.4.2 Right-Of-Way Setting Meeting

Upon having a final approved environmental document and the completion of the 60% design, CONSULTANT will facilitate a Final Right-of-Way Setting meeting to present right-of-way setting mapping and explain the design impacts justifying the need to acquire permanent and temporary construction easement parcels for the bridge replacement and new or relocated utility easements. CONSULTANT will prepare a meeting agenda and a draft Right-of-Way Setting memo, including mapping, will be distributed prior to the meeting. Those required to attend are the Project Manager, task leads (as appropriate) from the CONSULTANT, the RTC Project Manager, and City of Reno. Invitations will also be sent to all applicable NDOT representatives, FHWA, and NDSL.

It is anticipated that up to two (2) Right-of-Way Setting meetings may be necessary. CONSULTANT will prepare the Final Right-of-way Setting meeting memorandum and Exhibits. If the initial meeting is deemed a preliminary Right-of-Way Setting meeting, meeting notes will be prepared and distributed including an action item log identifying the person responsible for resolving each item and the expected completion date via email prior to a final Right-of-Way Setting meeting being scheduled.

3.5 Subsurface Utilities

CONSULTANT will investigate and locate subsurface utilities within the bridge alignment, roadway right-of-way, and areas reasonably effected by project improvements, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data. Record utility drawings will be obtained from utility owners in the area. Quality Level B will be performed to horizontally mark and identify known underground utilities (that are able to be radio frequency induced) based on the provided utility record mapping. Underground and overhead utilities will then be field surveyed. No GPR (Ground Penetrating Radar) data collection will be provided. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

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

Where additional detail is required to support the design and ensure avoidance of utility impacts, CONSULTANT shall perform Quality Level A, capturing precise horizontal and vertical location of utilities. It is assumed a total of up to ten (10) potholes will be conducted to locate existing facilities within the project limits. Any necessary traffic control to conduct potholing will be the responsibility of the potholing subconsultant.

3.6 Hydrology and Hydraulics

CONSULTANT will review existing hydraulics of the Truckee River within the impact area of the Sierra Street Bridge Project. CONSULTANT will perform hydraulic analysis and identify engineering solutions that improve hydraulic capacity, provide appropriate freeboard, reduce flood hazard, and facilitate Project construction. Freeboard requirements will be determined by COR, TRFMA, CTWCD, and USACE based on site constraints and design limitations. CONSULTANT will provide hydraulic analysis necessary to secure permits and regulatory approval for Project implementation.

CONSULTANT will give due consideration to the existing Cochrane Ditch facility and will ensure that it remains in place without being impacted or will be modified through coordination with the City of Reno as managing member of the Cochrane Ditch LLC. This is an active irrigation facility which runs 365 days per year. CONSULTANT will coordinate with the City of Reno to determine what will be required to comply with the City of Reno flood hazard ordinance for the Cochrane Ditch.

3.6.1 Data Collection

The CONSULTANT will utilize Truckee River models from the Arlington Avenue Bridges Project as a starting point for the Sierra Street Bridge. These models are updated versions of the models maintained by the Carson-Truckee Water Conservancy District (14,000 cfs regulatory flow) and the Truckee River Flood Management Authority (100-Year flow.)

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

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

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

3.6.2 Truckee River Hydraulics

The CONSULTANT will analyze the hydraulic characteristics of the Truckee River in the vicinity of the Sierra Street Bridge for use in obtaining permits and supporting project design.

3.6.2.1 Refine Existing Condition Models

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

Existing condition hydraulic model refinements will utilize:

- Latest hydraulic models utilized for Arlington Avenue Bridges (CTWCD and TRFMA models)
- 2015 Surface and bathymetric lidar data collected by HDR for TRFMA
- Project specific field and bathymetric survey, to support hydraulic analysis and design

3.6.2.2 Proposed Condition Models

The CONSULTANT will utilize proposed condition bridge geometry and incorporate additional design refinements that result from bridge design development to create proposed condition CTWCD and TRFMA models.

3.6.2.3 Construction Stage Hydraulics

The CONSULTANT will provide construction-stage hydraulic analysis to identify likely hydraulic impacts of temporary changes to river geometry resulting from work done in the river needed for bridge construction.

3.6.2.4 Scour Analysis and Design

The CONSULTANT will provide scour analysis and provide scour mitigation meeting the requirements of the TMRDM, NDOT, and USACE.

3.6.3 Local Offsite Drainage

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

- Existing offsite peak flow rates will be calculated for the 5- and 100-year design storm events from localized off-site contributing areas at key concentration points, per the TMRDM. Off-site watersheds greater than 100 acres will be modeled using SCS HEC-1 or HEC-HMS.
- Hydraulic modeling of existing storm drains that discharge to the Truckee River within the limits where changes to river hydraulics or river geometry is anticipated.
- It is assumed no off-site storm drainage facility design will be required, except to conform with proposed changes that result from proposed bridge and river geometry at discharge points.

3.6.4 Local Onsite Drainage

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

3.6.5 Drainage Design Reports

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

3.6.6 USACE 408 Permit Application Technical Report

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

3.7 Traffic Analysis

3.7.1 Data Collection and Traffic Operations Analysis

CONSULTANT will collect AM and PM peak period turning movement volumes at the intersections along Sierra Street from W 2nd Street to California Avenue to aid in the Existing Conditions traffic analysis. CONSULTANT will collect AM and PM peak period turning movement volumes at the signalized intersections along Arlington Avenue and Virginia Street to aid in the Construction Impacts analysis. CONSULTANT will complete Existing Conditions analysis for eight intersections along Sierra Street from W 2nd Street to California Avenue. CONSULTANT will complete Construction Impacts analysis at 10 intersections along Sierra Street, Arlington Avenue, and Virginia Street. CONSULTANT will complete traffic operation analyses using Synchro/HCS.

3.7.2 Traffic Operations and Construction Impacts Memorandum

CONSULTANT will prepare a *Traffic Operations and Construction Impacts Memorandum* outlining the existing level of traffic operations at the study intersections along Sierra Street and the expected level of traffic operations at signalized intersections along the planned detour routes. CONSULTANT will summarize the results and findings of the traffic analysis.

3.7.3 Deliverables

- One Draft version of the Traffic Operations and Construction Impacts Memorandum
- One Final version of the Traffic Operations and Construction Impacts Memorandum

Task 4: Environmental Studies, Documentation and Support Services

The CONSULTANT shall provide environmental services to complete the National Environmental Policy Act (NEPA) process. Based on the CONSULTANT's recent experience with the Arlington Avenue Bridges, it is anticipated that a documented Categorical Exclusion will be required. The CONSULTANT will complete tasks and deliverables to facilitate NDOT's completion of a Categorical Exclusion checklist. This scope assumes that NDOT will obtain FHWA NEPA approval based on environmental studies and documentation prepared by the CONSULTANT. If NDOT and/or FHWA determine that an EA is warranted, work to prepare an EA/FONSI would be contracted separately.

4.1 Scoping and Facilitation of NEPA Process

4.1.1 NEPA Scoping/Intent to Study

Review available information regarding the project and general study area. Prepare general project description and project map. Prepare Intent to Study letters and distribute to resource agencies and others on the NDOT distribution list to inform them of the study and solicit input. Address one round of comments from RTC and NDOT. Collect and categorize comments received.

4.1.2 NDOT / FHWA Status Meetings

Up to five (5) CONSULTANT staff will attend meetings (via teleconference) with RTC, FHWA, and NDOT environmental staff to discuss project issues and status. The frequency of meetings will vary depending on the amount of coordination needed at different points in the process, with most coordination anticipated during early scoping and during preparation and review of technical memoranda and permit applications. This scope assumes up to fifteen (15) meetings. Meeting notes and action items will be recorded and distributed to attendees. These meetings will be separate from the Design Review Committee (DRC) meetings (as described in Task 1.1.2).

4.1.3 Resource or Stakeholder Meetings

Up to four (4) CONSULTANT staff will attend five (5) coordination meetings with individual resource agencies and/or stakeholders (via teleconference). Meeting notes and action items will be recorded and distributed to attendees.

4.1.4 Internal Coordination and Data Management

Environmental lead will meet with resource discipline leads at project initiation and periodically during data collection, preparation of technical memorandums, and permitting to coordinate efforts and keep work advancing on schedule. This scope assumes up to twelve (12) meetings. The environmental lead will coordinate with the design team to obtain design information for use in a GIS database and webmap to be used for environmental studies and impact analysis. This scope assumes the GIS database and webmap will be updated up to eight (8) times with current design files.

4.2 Resource Studies and Documentation

This task consists of the environmental resources and specialty areas which must be analyzed, coordinated with stakeholders and resource agencies, documented, and, in some cases, mitigated. Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories.

Field data will be collected to supplement desktop research, including one site visit for historic resources and one for biological resources and waters of the US. Any necessary Right of Entry Permits will be obtained prior to starting field work (see Task 5.1).

Two alternatives, the no action/no build and a build alternative, will be analyzed. Resources that occur in the project area and have the potential to be affected will be analyzed using best available data appropriate to the scope of the resource in context with the project. Measures to mitigate identified resource impacts will be developed as appropriate.

CONSULTANT will prepare technical memoranda for resources affected by the Project. Documents will be prepared consistent with industry standards and best practices. This scope assumes the same document templates from the Arlington Avenue Bridges project will be used. Unless specified otherwise, submit one draft memorandum on each topic listed below for concurrent RTC and NDOT review. Address one round of concurrent comments and submit one final memorandum for each topic. NDOT involvement, unless otherwise noted, will be in a review capacity. Resource studies and documentation will include:

4.2.1 Land Use

Prepare a technical memorandum documenting existing conditions and anticipated changes to land use resulting from the project. Prepare a detailed description of the project, the no action alternative, and the preferred alternative, to be used in this and other technical memoranda. Review land use and zoning data, information, and adopted plans from Reno and Washoe County to identify existing land use, current development trends, and anticipated land use changes based on adopted plans. Analyze the project's anticipated impacts on land use, including changes to existing land use, compatibility with local and regional land use plans, and induced growth. This scope assumes no impacts to existing or planned land use, and no induced growth would result from the project.

4.2.2 Socio-Economic Resources and Environmental Justice

Prepare a technical memorandum documenting existing conditions and anticipated changes to businesses, neighborhoods, community resources, and environmental justice populations, resulting from the Project. Obtain and review demographic data from the US Census Bureau and American Community Survey, and information from local and regional plans regarding community facilities and economic/employment generators. Determine if/how the Project would change quality of life, influence community cohesion, and affect businesses, residents, and public services by changing access and travel patterns. Consider potential burdens and benefits (impacts) from the construction and post-construction operation of the Project and potential mitigation measures to determine the potential for disproportionately high and adverse impacts to minority and low-income populations. This scope assumes primarily temporary impacts and no disproportionately high or adverse impacts to minority or low-income populations.

4.2.3 Cultural Resources

The CONSULTANT shall provide documentation to support NDOT in Section 106 consultation. This scope assumes that two separate Section 106 consultations will be necessary; one for geotechnical data collection and one for project construction.

- **APE Delineation and Screening Form.** Review existing information available from nearby projects and preliminary environmental studies completed. Complete cultural resources kick off meeting with NDOT cultural resources staff to review the extent of the project, confirm anticipated required technical studies, discuss project methodologies, and project schedule. Develop a visual and direct Area of Potential Effects (APE) for review and approval by NDOT that accounts for anticipated direct and indirect effects within roadways and parcels along the corridor and extends up to two parcels deep based on the visibility of project features from those parcels. After NDOT review and approval of the APE, complete a preliminary NVCRIS search to identify previously recorded cultural resources and extent of past survey coverage in the APE and surrounding information. Develop a screening form for submission to NV SHPO by NDOT cultural resources

staff that summarizes the APE limits, project description, research methods, proposed survey methods, and known resources in the area. Append APE maps to the screening form.

- **Section 106 Coordination for Geotechnical Boring.** Provide support to NDOT for Section 106 clearance for proposed geotech borings prior to geotech work being conducted. Delineate a separate APE based on boring locations, incorporate NVCRIS search results, and draft a screening form that NDOT can submit to NV SHPO. Provide support for agency coordination with the USACE and tribal groups for Section 106 compliance.
- **Literature Search.** Conduct background research through the NVCRIS system of previously recorded cultural resources and previously conducted investigations. Additional research will be completed with local, state, and federal agencies, as well as local groups and stakeholders, to identify resources that may not be included in the NVCRIS results. Research will be completed remotely and also include one in-person day of research, excluding travel. The search will include the project APE and up to a one-mile buffer past the APE limits with copies of sites records and reports pulled for resources within or near the APE. A predictive model or buried sensitivity analysis will be developed to identify the overall sensitivity of archaeological resources within the APE, if warranted based on soil type, geology, water sources, past land uses, and distribution of known archaeological resources
- **Field Surveys.** Architectural surveys will be completed for the APE. Surveys will record and evaluate resources constructed before 1977. Up to 8 resources will be recorded and evaluated through ARA forms and IMACS forms. Surveys will be completed in one day by an architectural historian, excluding travel. This scope assumes no historic districts need to be recorded and evaluated. Due to the heavily disturbed area, this scope assumes a separate archaeological survey will not be required. NDOT's Tribal Liaison will lead tribal consultation and work with tribal groups to determine if this portion of the Truckee River is eligible for listing in the NRHP as a Traditional Cultural Property. No type of ethnographic study will be prepared by Jacobs.
- **Reporting.** A combined archaeological and architectural report will be prepared that summarizes the identification and evaluation efforts for cultural resources within the APE. A finding of effect analysis will be included in the report that applies the Criteria of Adverse Effect. A separate report will not be prepared for effects analysis. The Sierra Street Bridge has been previously recorded and evaluated as eligible for listing in the NRHP. This scope assumes the project will have a finding of an adverse effect for Sierra Street bridge resulting from demolition or alteration that does not meet the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties. Appended to the report will be APE maps, maps depicting the age of resources in the APE, recordation forms, records search results, photographs of the APE, and project plans and conceptual drawings. Any resources that have recently evaluated and received SHPO concurrence within the past 5 years will not require updated ARA Forms. Historic Resources will also be evaluated as contributors to potential historic districts if they are located within the boundaries of a subdivision, planned community, or part of an interrelated complex or structure through ARA - District Forms. This scope assumes a full or partial inventory of the potential historic districts outside the APE is not required; rather photographs will be included to provide a limited representative sample of each potential historic district, and historic context information will be developed on the development of the larger resource (as a whole). Reports or analysis addressing the presence of a Traditional Cultural Property will be prepared by NDOT. Jacobs to help draft tribal letters at the request of NDOT's tribal liaison. Archaeological sites will not be present within the APE (area of direct impact).

- **Memorandum of Agreement.** To resolve adverse effects to the Sierra Street Bridge, a Memorandum of Agreement (MOA) will be prepared. The MOA will follow the NDOT and SHPO prototypical MOA format and is expected to include provisions for inadvertent discoveries, HAER recordation of bridge, and development of an interpretative display or website. One meeting will occur with the SHPO, FHWA, and NDOT on the MOA. This scope assumes no tribes or local groups will elect to participate as consulting parties and that the Advisory Council on Historic Preservation will decline participation as a consulting party. Two rounds of revisions will be completed by SHPO, FHWA, and NDOT prior to execution of the MOA.

4.2.4 Visual Impact Assessment

Following the FHWA 2015 Guidelines for the Visual Impact Assessment of Highway Projects, prepare a visual impact assessment memorandum. The CONSULTANT will start by preparing the scoping questionnaire to confirm the appropriate level of documentation. This scope assumes impacts to visual resources will be negligible and that a VIA memorandum is appropriate. Analysis will include describing the projects visual components and location; visual character, typical viewers, changes to visual character resulting from the Project, and relevant mitigation measures. This scope does not include a separate site visit. Visual character will be ascertained through site photos taken by others, aerial imagery, and Google Earth streetview. Visual simulations prepared under Task 2.3 will be used to demonstrate visual changes resulting from the Project.

4.2.5 Recreation Resources

Prepare a technical memorandum documenting existing conditions and anticipated changes to recreation resources resulting from the project. Review recreation information in adopted plans from Reno and Washoe County to identify existing and planned recreation resources, including relevant goals, objectives, and policies. Analyze the project's anticipated impacts to identified resources. This scope assumes impacts are minor and primarily temporary in nature.

4.2.6 Section 4(f)

Coordinate with the City of Reno parks and recreation staff to confirm amenities and visitor use patterns for existing and planned recreation resources in the project area to determine Section 4(f) applicability. This scope assumes the Project will result in a temporary occupancy of up to two recreation resources and no Section 4(f) use of historic resources. Through coordination with City of Reno parks and recreation staff, prepare a temporary occupancy concurrence letter for signature by the City.

4.2.7 Multi-Modal Facilities

Prepare a technical memorandum documenting existing and planned multi-modal facilities in the project area and changes to those facilities that may result from the Project. Review NDOT, RTC, and City of Reno plans to identify bicycle, pedestrian, on-street parking, and transit facilities. Assess how the Project would alter or improve facilities and service.

4.2.8 Biological Resources

Prepare a Biological Assessment documenting existing conditions for federally protected aquatic species and anticipated impacts resulting from the Project. Collect and analyze resource data for the project area, including information from U.S. Fish and Wildlife Service (USFWS), Natural Diversity

Information Source (NDIS), and Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area. Concurrent with the 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). This scope assumes a No Effect or Not Likely to Adversely Affect determination will be made through informal consultation with USFWS.

4.2.9 Floodplains

Prepare a technical memorandum documenting the FEMA-regulated 100-year floodplain and changes resulting from the Project. This information will be summarized from review of the FEMA FIRMs in the Project area and the 30% Preliminary Drainage Design Report (see Task 3.6.5). This scope assumes no significant floodplain impacts or rise in base flood elevations.

4.2.10 Water Resources and Water Quality

Prepare a technical memorandum documenting existing water resources and water quality conditions, and potential changes resulting from the Project. Check NDEP database for listed Section 303(d) waters. Qualitatively evaluate potential water quality impacts from stormwater runoff and construction-related contaminants, as well as any changes to permanent water quality features and the potential impacts of those changes on the Truckee River's water quality. Quantitatively evaluate changes in impervious surface resulting from the Project to assess potential impacts of stormwater runoff.

4.2.11 Wetlands and Waters of the U.S.

Prepare an aquatic resources technical memorandum to document existing conditions and impacts resulting from the project. Conduct a site visit, to be done concurrently with the biological site visit, to 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 in GIS mapping. Assess impacts to waters of the U.S. based on design. Work with designers to avoid, minimize, and mitigate impacts. This scope assumes no permanent wetland impacts and no compensatory mitigation is needed.

4.2.12 Hazardous Materials

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.

4.2.13 Resources Not Affected

Prepare a technical memorandum documenting rationale/justification for specific resources that will not be affected. This scope assumes resources documented in this memo will include Air Quality, Energy, Farmlands, Traffic Noise, and Section 6(f).

4.2.14 Mitigation Summary Table

Prepare a summary table of mitigation measures from each of the technical memoranda. For each mitigation measure, the table will document the impact to be mitigated, the project phase during which the measure will be implemented, and the party responsible for ensuring the measure is implemented. The table will be used by the design team to track how each measure is captured in the construction plans and specifications.

4.3 Deliverables

- Draft and Final Intent to Study Letters
- Agendas and Meeting Summaries
- Draft and Final Land Use Memorandum
- Draft and Final Socio-Economic Resources and Environmental Justice Memorandum
- Draft and Final Architectural History Report
- Draft and Final Visual Impact Assessment Memorandum
- Draft and Final Recreational Resources Memorandum
- Draft and Final Temporary Occupancy Exception Concurrence Letter
- Draft and Final Multi-Modal Memorandum
- Draft and Final Biological Assessment
- Draft and Final Floodplains Memorandum
- Draft and Final Water Resources and Water Quality Memorandum
- Draft and Final Aquatic Resources Memorandum
- Draft and Final Hazardous Materials Memorandum
- Draft and Final Resources Not Affected Memorandum
- Mitigation Summary Table

Task 5: Permitting

5.1 Permitting

The Truckee River is a “Water of the United States” and is subject to Clean Water Act (CWA) regulations, including Section 404 and Section 401. Additionally, the potential to affect a US Army Corps of Engineers (USACE) Civil Works project triggers the need for a Section 408 permit. The

CONSULTANT shall coordinate with regulatory agencies including USACE, Nevada Department of Environmental Protection (NDEP), and Carson Truckee Water Conservancy District (CTWCD), and prepare applications to obtain permits allowing necessary Project approvals for advertisement and construction.

CONSULTANT will obtain Right of Entry Permits for adjacent properties prior to accessing for site investigations, survey, or any other field activity. This scope assumes that request letters will be sent to four (4) property owners, a follow-up call will occur with each owner to answer questions, and 24-hour advance notification will be provided via phone or email when project staff will be on-site.

Construction permits that are the Contractor's responsibility shall be identified prior to construction so information can be provided during bidding.

5.1.1 Clean Water Act Section 404 Permit(s)

Assist the RTC in obtaining 404 permits from the USACE for work below the ordinary high water mark (OHWM), including geotechnical borings and project construction. Using results of the wetland and waters of the US delineation discussed below in item 2, prepare two Pre-Construction Notifications (PCN) for Nationwide Permit (NWP) 6 (survey activities) and NWP 14 (transportation). Coordinate with the USACE to discuss submittal requirements.

Each PCN will include:

- Delineation maps.
- Representative photographs.
- Relevant plan and profile sheets showing wetland mapping and impacts, including information related to permanent fills in wetlands and below OHWM in waters of the US.
- Section 7 and Section 106 documentation.

Submit draft PCNs for RTC and NDOT review. Address one round of comments on the draft application and provide a final PCN to RTC and NDOT. Submit PCN to the USACE.

5.1.2 Clean Water Act Section 401 Water Quality Certification(s)

Assist the RTC in obtaining 401 water quality certifications from the Nevada Division of Environmental Protection (NDEP) for geotechnical borings and project construction activities that may result in discharge into navigable waters of the US.

Each application will include:

- Cover letter.
- NDEP application form.
- Project location map.
- Representative photographs.

Submit draft applications for RTC and NDOT review. Address one round of comments on the draft application and provide a final application package to RTC and NDOT. Submit application to the NDEP. Submit a request for a pre-filing meeting in conjunction with the Section 401 application submittal. Participate in one pre-filing meeting for each certification.

5.1.3 USACE Section 408 Permit

Regulatory coordination and permitting with the Carson Truckee Water Conservancy District and the US Army Corps of Engineers for the Encroachment Permit and Section 408 authorizations for work within the 14,000 cfs inundation area – both for the geotechnical program and for the bridge project itself.

The proposed bridge's borings would be drilled within the 14,000 cfs inundation limits of the Truckee River, which will require a Section 408 authorization. The bridge abutments are outside of the 14,000 cfs inundation limits of the Truckee River and will not require a Section 408 authorization for the geotechnical investigation. The Section 408 authorization for the geotechnical investigation for the bridge borings will require at least 7 attachments, including:

- Vicinity Map
- 14,000 cfs Inundation Map of the Truckee River
- Work Zone Areas and Access Routes Map
- Pre-Project Conditions Photos of the Proposed Geotechnical Boring Locations
- Cross-Sections for Geotechnical Boring Locations
- Map of OHWM for Truckee River
- Property Owner Information

The Section 408 authorization for the bridge project itself will require at least 11 attachments, including:

- Vicinity Map
- Project Area, Disturbance Area, Access Routes, Staging Areas
- Pre-Project Conditions
 - Photos of Vegetation on the North and South Banks of the Truckee River
 - Existing Features Photo Showing Future Work Area
- Map of Truckee River OHWM and 14,000 cfs Inundation Limits
- Property Owner Information
- Project Plans & Technical Specifications
 - Construction Staging Overview and Construction Methods
 - Truckee River Cross-Sections
 - Sierra Street Bridge Plan Sheets
- 408 Permit Drainage Technical Report
- Revegetation Plans
- Project Schedule
- Environmental Document and Agency Coordination
 - Section 7 consultation results
 - Section 106 consultation results
- City of Reno Flood Response Action Plan

In addition to the Encroachment Permit applications and request for Section 408 authorization, CONSULTANT shall prepare Categorical Permission applications. These applications were developed by the USACE to streamline the processing of Section 408 authorization requests. The following applications are anticipated to be required:

- Categorical Permission 2, Borings, Levee Explorations, and Instrumentation
- Categorical Permission 4, Bridges
- Categorical Permission 11, Fiber Optic and Dry Utility Pipes
- Categorical Permission 16, Pressurized Pipes

This scope assumes one USACE pre-application meeting will be held for each of the two applications. For each of the meetings an agenda and meeting minutes will be produced.

5.1.4 Permit Summary

CONSULTANT shall prepare a permit summary table documenting the required permits. The table will identify each permit needed, the permitting agency, basic steps in the permit process, timing of the permit, and party responsible for preparing the permit application. The summary will include design-phase permits, as well as construction phase permits to be obtained by the contractor.

5.1.5 Deliverables

- Draft and Final Section 404 PCN for geotechnical boring in river
- Draft and Final Section 404 PCN for project
- Draft and Final Section 401 application for geotechnical boring in river
- Draft and Final Section 401 application for project
- Draft and Final Section 408 application for geotechnical boring in the 14,000 cfs inundation area
- Draft and Final Section 408 application for project
- Draft and Final Categorical Permission checklist for geotechnical borings in the 14,000 cfs inundation area
- Draft and Final Categorical Permission checklists for project
- Right of Entry Permits for field work
- Draft and Final Permit Summary Table

Task 6: Preliminary Design (30% Design Submittal)

CONSULTANT will evaluate and further develop the recommended alternative identified in the Alternatives Analysis.

6.1 DESIGN CRITERIA & SOFTWARE

6.1.1 Design Criteria

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

- City of Reno Design Standards, February 2009 and January 2016 for Chapter VI.
- Standard Specifications for Public Works Construction (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2011
- Manual on Uniform Traffic Control Devices 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Washoe County Development Code, latest version
- Truckee Meadows Regional Drainage Manual, latest version

- Structural design criteria will be according to 2020 AASHTO Bridge Design Specifications, 9th Edition and current NDOT standards, as applicable

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

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

6.1.2 Software

Project design and plans will be produced using MicroStation V8i SS10 and Power InRoads SS2, with the understanding that master files can be translated to AutoCAD at the completion of final design for final delivery to the RTC, if required. ProjectWise will be used to organize CADD files, including those of the sub-consultants.

6.1.3 Deliverables

- Draft Design Criteria for Agency Review
- Final Design Criteria

6.2 30% PRELIMINARY DESIGN

CONSULTANT will further evaluate the recommended alternative identified in the Alternatives Study.

6.2.1 Roadway

CONSULTANT will develop Roadway plans, including pedestrian, bicycle, and on-street parking elements, designed in accordance with the design criteria developed in Task 3.1.1. Design exceptions are not anticipated; however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations.

6.2.2 Bridge

Bridge design will advance to a 30% submittal based on the recommendation of the Alternatives Report. In addition, a Bridge Design Criteria Memo will be prepared that summarizes relevant bridge design criteria adopted for use on this project. It is assumed that the bridge design will include up to 20' of floodwall tie-in on each of the four corners of the bridge. The floodwall tie-in lengths will be governed by ADA grades.

6.2.3 Drainage Analysis

This scope is based on drainage criteria outlined by the Truckee Meadows Regional Drainage Manual (TMRDM) and Truckee Meadows Structural Controls Design and Low Impact Development Manual.

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.

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

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

6.2.4 Lighting and Electrical Design

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

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

6.2.5 Landscape and Aesthetics

CONSULTANT will develop up to two landscape and aesthetic element alternatives for public input.

6.2.6 30% Plan Set

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

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

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

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

Approximately 42 Sheets Total.

Exclusions from the 30% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary, resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Details will not be prepared
- Retaining Wall Plans will not be prepared
- Detailed analysis for lighting and electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)
- No landscape or aesthetic designs
- No public art design is included, nor identification of potential location(s)

6.2.7 30% Cost Estimate

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

6.2.8 Technical Specifications

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

6.2.9 Quality Assurance/Quality Control

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

6.2.10 30% Design Submittal Deliverables

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

RTC (1 Printed Copy and Electronic Distribution); City of Reno NDOT, FHWA, TRFMA, and CTWCD (Electronic Distribution):

- 11"x17" PDF of 30% design plans
- Design Exception Summary (as necessary)
- Bridge Design Criteria Memo
- 30% Hydraulic Report
- 30% Design Hydraulic Models
- Draft Geotechnical Report
- Draft Traffic Analysis Report
- Engineer's opinion of probable construction cost estimate (RTC Only)
- Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

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

Assume 2 utility companies will require printed plan set to be mailed.

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

Sub-consultant PCSG will provide an independent constructability review of the 30% design plans, an independent production-rate based 30% cost estimate (for RTC use only), and provide a draft construction schedule (for RTC use only). Sub-consultant PCSG will also host a risk assessment/value engineering workshop to be attended by the RTC, City of Reno, NDOT, and other DRC members, as appropriate, during the agency review period of the 30% design plans.

6.2.12 30% Review Comment Resolution

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

Task 7: 60% Design Submittal

7.1 Design

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

7.2 Landscape and Aesthetics

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

7.3 Bridge

Bridge design will advance to a 60% submittal. In addition, the Bridge Design Criteria Memo will be updated.

7.4 Drainage Analysis

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

7.5 60% Plan Set

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

- Geometric Control and Grading Plans (4)
 - Geometric control and grading plan information for median islands, separated sidewalks, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Utility specific generated design (water, gas, etc.), as necessary from utility conflicts (4)
- Bridge Plan Sheets (45)
- Retaining Wall or other Special Structural Features (2)
- Detailed analysis for lighting and/or electrical (4)
- Additional Detail Sheets (6)
- Landscape and Aesthetic design (20)

Approximately 127 Sheets Total.

Exclusions from the 60% Scope of Work:

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

7.6 60% Cost Estimate

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

7.7 Technical Specifications

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

7.8 Quality Assurance/Quality Control

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

7.9 60% Design Submittal Deliverables

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

RTC (1 Printed Copy and Electronic Distribution); City of Reno, NDOT, FHWA, TRFMA, and CTWCD (Electronic Distribution):

- 11"x17" 60% design plans
- Design Exception Report (as necessary)
- 60% Drainage Design Report
- 60% Design Hydraulic Models
- Bridge Design Criteria Report (updated)
- Final Traffic Analysis Report
- Final Geotechnical Report
- 60% Technical Specifications (.doc and .pdf format)
- 60% Engineer's opinion of probable construction cost estimate (RTC only)
- 30% Review Comment Responses
- 60% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

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

Assume 2 utility companies will require printed plan set to be mailed.

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

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

7.11 60% Review Comment Resolution

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

7.12 Additional Design Due to CMAR

CONSULTANT will coordinate with CMAR Contractor and incorporate innovations into the 60% design, specifications, and preliminary opinion of probable construction cost estimate.

Task 8: 90 % Design

8.1 90% Design

Incorporating agency comments from the 60% design review, CONSULTANT will advance the design and prepare 90% design plans, a corresponding 90% preliminary opinion of the probable construction cost estimate, and 90% technical specifications.

8.2 Bridge Independent Quality Assurance (QA) Review

CONSULTANT will perform an independent QA review of the bridge plans in conformance with NDOT bridge design procedures. The plans will be reviewed and an independent set of check calculations will be completed as part of the review. Design and plan comments will be provided to the designer and responses to comments will be prepared and reconciled with the reviewer. The CONSULTANT shall be responsible for incorporating any changes or corrections generated from the independent QA review into the design documents.

8.3 90% Plan Set

Plan sheets included in the 60% submittal will be advanced to the 90% level of detail. Twenty-three (23) additional sheets are assumed, for a total of approximately one-hundred and fifty (150) sheets.

8.4 90% Cost Estimate

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

8.5 Technical Specifications

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

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

8.6 Quality Assurance/Quality Control

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

8.7 90% Design Submittal Deliverables

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

RTC (1 printed copy and electronic distribution); City of Reno NDOT, FHWA, TRFMA, and CTWCD (Electronic Distribution):

- 11"x17" 90% design plans
- 90% Drainage Design Report
- 90% Design Hydraulic Models
- 90% Technical Specifications
- 90% Engineer's opinion of probable construction cost estimate (RTC Only)
- 60% Review Comment Responses
- 90% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

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

Assume 2 utility companies will require printed plan set to be mailed

8.8 ICE, Construction Schedule

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

8.9 90% Review Comment Resolution

CONSULTANT will consolidate and respond to 90% design review comments. A comment resolution meeting will be held with six (6) CONSULTANT attendees before advancing the design to 100%.

8.10 Additional Design Due to CMAR

CONSULTANT will coordinate with CMAR Contractor and incorporate innovations into the 90% design, specifications, and preliminary opinion of probable construction cost estimate.

Task 9: Final Design

9.1 100% Design

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

9.2 100% Plan Set

Plan sheets included in the 90% submittal will be advanced to 100% level of detail. Ten (10) additional sheets are assumed to be included, for a total of approximately two-hundred ten (210) sheets.

9.3 100% Cost Estimate

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

9.4 Technical Specifications

CONSULTANT will advance the technical specifications to the final.

9.5 Quality Assurance/Quality Control

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

9.6 100% Design Submittal Deliverables

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

RTC (1 printed copy and Electronic Distribution); City of Reno, NDOT, FHWA, TRFMA, and CTWCD (Electronic Distribution):

- 11"x17" 100% design plans
- 100% Drainage Design Report
- 100% Hydraulic Models
- 100% Technical Specifications
- Engineer's opinion of probable construction cost estimate (RTC only)
- 90% Review Comment Responses
- 100% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

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

Assume 2 utility companies will require printed plan set to be mailed.

9.7 ICE and Construction Schedule

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

9.8 Final Design Submittal

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

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

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

9.9 Additional Design Due to CMAR

CONSULTANT will coordinate with CMAR Contractor and incorporate innovations into the 100% and final design, specifications, and preliminary opinion of probable construction cost estimate.

Task 10: Bidding Services

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

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

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

RTC:

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

RTC Awarded Contractor:

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

RTC Awarded Construction Manager:

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

Task 11: RTC Contingency

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

Task 12: Cochrane Ditch Design

City of Reno requested replacement and update of the Cochrane ditch diversion structure as part of the Sierra Street Bridge Replacement Project. Additional design scope is required for the design of the replacement diversion and conveyance appurtenances. The conveyance pipe will tie into the existing pipe east of Sierra St.

12.1 Site Evaluation and Conceptual Design

CONSULTANT will complete an evaluation of the structures and elevations at the existing diversion and develop conceptual designs for approval by the City of Reno and RTC. This task will size all major elements of the diversion. This scope assumes no more than two (2) alternatives will be evaluated. Alternatives will be developed to a 15% level of design and include plan and profile sheets for City and RTC review. Detailed design is not included.

12.1.1 Assumptions

- Fish screens are not required in any elements of the new structures.
- All invert grades at the weir, intake structure, and pipeline to match existing.
- Debris grate is to be serviceable from the new proposed maintenance ramp.
- One (1) 2-Hour meeting with City of Reno for discussion/approval of concept.

12.1.2 Deliverables

- Plan and Profile views for up to two (2) conceptual alternatives. Sheets will be 11"x17" and will be transmitted electronically to RTC and City of Reno.
- Meeting minutes from coordination meeting with City of Reno.

12.2 Final Design

CONSULTANT will perform final design of one (1) design alternative as selected by the City and RTC. Plans and specifications will be produced for 60%, 90%, 100%, and Final Design. Deliverables will be submitted with deliverables from Tasks 7, 8, and 9. For each deliverable milestone, CONSULTANT will consolidate and respond to design review comments.

12.2.1 Structural Design

CONSULTANT will design a diversion structure of either precast or cast-in-place reinforced concrete to accommodate ditch flows. The diversion structure will house a hydraulic gate and provide operational access. This vault, and/or series of manholes, may incorporate elements of the adjacent retaining walls.

In addition to the diversion structure, CONSULTANT will design a weir that includes removable stoplogs to adjust head and flow into the diversion.

12.2.2 Hydraulic Design

CONSULTANT will design a new debris grate and gate valve. This task also includes hydraulic design of the weir and hydrology associated with the new diversion structures.

12.2.3 Quality Assurance/Quality Control

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

12.2.4 Assumptions

- Fish screens are not required. If fish screens are required, additional effort is required for environmental coordination, design, and hydraulic modeling.
- All invert grades at the weir, intake structure, and pipeline to match existing.
- Debris grate is to be serviceable from the new proposed maintenance ramp.
- Minimum 2 CFS criteria will be used for all hydraulic designs.
- Task 12.2.2 assumes that the existing 36-inch reinforced concrete pipe east of the existing bridge is sufficient to accommodate the minimum flow of 2 CFS. Hydraulic design of the pipe downstream of the diversion will not be performed.

12.2.5 Deliverables

- For each milestone submittal, CONSULTANT will deliver one (1) plan and elevation sheet and up to four (4) detail sheets to support the overall design of the Cochrane Ditch. Sheets will be 11"x17" and will be transmitted electronically to RTC, City of Reno NDOT, FHWA, TRFMA, and CTWCD.
- For each milestone submittal, CONSULTANT will deliver technical specifications (.doc and .pdf) in accordance with Tasks 7 through 9.
- Quantities and unit costs will be rolled into the Task 7 through 9 deliverables.
- For each milestone submittal, CONSULTANT will deliver response to previous milestone comments (compiled with comment responses from Tasks 7 - 9).

Task 13: CMAR

The RTC is contracting with a Construction Manager at Risk (CMAR), acting as the Construction Manager. Anticipated RTC Board Approval and Notice to Proceed for the CMAR is November 15, 2024. CONSULTANT will coordinate with the CMAR to determine appropriate design, estimate, and specification changes to incorporate into the 60%, 90%, 100%, and Final Design submittals.

CONSULTANT will coordinate with RTC, NDOT, and the CMAR through final design to facilitate compliance with commitments of the NEPA approval based on 60% design. CONSULTANT environmental and/or permitting leads will perform the following services:

- Attend design progress and CMAR meetings to monitor compliance.
- Address environmental and compliance questions from the design team and CMAR.
- Review plans and specs during 90% and 100% review cycles and provide comments related to NEPA and permitting requirements.
- Address comments if needed during comment/response.

If design changes or CMAR innovations requiring NEPA reevaluation are approved by RTC, CONSULTANT will coordinate with RTC, NDOT, and the CMAR on necessary steps to gain approval for impacts associated with design changes. This scope assumes that one reevaluation will be prepared, any new Section 4(f) impacts would be de minimis or qualify for a temporary occupancy exception, and no approvals from other state or federal agencies are needed (i.e. SHPO, USFWS, USACE, etc.).

CONSULTANT will provide CMAR support services through the GMP process as well. The duration for CMAR Coordination is approximately twenty-seven (27) months, June 2024 through September 2026.

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

- Project Team Kickoff Workshop (10 CONSULTANT attendees, 4-6 hours, review of RTC PM meeting notes)
- Initial Approach to Schedule and Cost (10 CONSULTANT attendees, 8-10 hours, review of CMAR meeting notes)
- Design/Risk/Innovation Workshop #1 (7 CONSULTANT attendees, 8-10 hours)
- 60% Design Discussion Meeting (7 CONSULTANT attendees, 8-10 hours)
- 60% Quantity Reconciliation (16 hours structures, 16 hours other)
- 60% Opinion of Probable Construction Cost (OPCC #1) Reconciliation Meeting – (4 CONSULTANT attendees, 8 hours)
- Design/Risk/Innovation Workshop #2 (7 CONSULTANT attendees, 4-6 hours)
- Partnering Meeting #1 (8 CONSULTANT attendees, 2 hour)
- 90% Design Discussion Meeting (9 CONSULTANT attendees, 4-8 hours)
- 90% Quantity Reconciliation (16 hours structures, 16 hours other)
- 90% OPCC #2 Reconciliation Meeting - (4 CONSULTANT attendees, 8 hours)
- Partnering Meeting #2 (8 CONSULTANT attendees, 2 hour)
- 100% Design Discussion Meeting (9 CONSULTANT attendees, 4-8 hours)
- 100% Quantity Reconciliation – (16 hours structures, 16 hours other)
- 100% OPCC #3 Reconciliation Meeting – (4 CONSULTANT attendees, 8 hours)
- GMP Negotiations - (4 CONSULTANT attendees, 20 hours)
- Additional Partnering Meetings, as needed to resolve issues or disputes. (Assume five (5) additional mtgs, seven (7) CONSULTANT attendees at each mtg, two (2) hours each mtg)
- Weekly Estimating Coordination Meetings (60 hours Structures Lead, 60 hours roadway lead, 60 hours PM)
- Miscellaneous CMAR Coordination, including RFIs (456 Hours amongst PM, Structures, Hydraulics, Roadway, and Utilities, Project Admin, plus \$10,000 each for PK Electrical and Stantec)

Exhibit B
Fee

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

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design (Mod I) - 10/18/202

Tasks															
Task	Project Title	GIS Tech I	Technical Editor	Visualization Specialist	Graphics Specialist	Project Accountant	Admin / Project Controls II	Admin / Project Controls I	Hours	Subtask Cost	Sub-Consultants	Total Costs			
	2023 Rate*	\$85.00	\$115.00	\$200.00	\$150.00	\$85.00	\$95.00	\$75.00							
1.0	Project Management	0	0	0	0	180	556	0	1683	\$	264,270	\$	31,000		
1.1	Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management	0	0	0	0	0	180	556	0	1683	\$	264,270	\$	31,000	
SUB	Stantec									0	\$	-	\$	31,000	
2.0	Public Outreach	0	0	160	0	0	58	28	580	\$	106,760	\$	85,350		
2.1	Public Outreach and Involvement Plan									12	\$	2,400			
2.2	Project Branding and Logo									12	\$	2,500			
2.3	Public Info Mtgs (3 mtgs, 2 prep mtgs ex; 2 public events; 20 renderings)			160					30	20	400	\$	75,400		
2.4	Mailing Database									12	\$	2,400			
2.5	Website/Digital Outreach								12	8	32	\$	4,140		
2.6	Aesthetic Stakeholder Working Groups (4 mtgs)								16		52	\$	8,720		
2.7	Additional Outreach Efforts	0	0	0	0	0	0	0	60	0	60	\$	11,200		
SUB	Taylor Made Solutions**										0	\$	-	\$	55,350
SUB	Stantec										0	\$	-	\$	30,000
3.0	Project Development	24	8	0	24	0	8	-4	3608	\$	613,910	\$	300,368		
3.1	Alternatives Analysis	24	8	0	24	0	0	0	943	\$	166,900				
SUB	Stantec									0	\$	-	\$	25,000	
3.2	Geotechnical Investigation									84	\$	17,340			
SUB	Construction Materials Inc./Corestone									0	\$	-	\$	106,885	
SUB	Corestone** - Sub to CME									0	\$	-	\$	117,233	
3.3	Topographic Survey	0	0	0	0	0	0	0	1230	\$	198,210				
3.4	Right-of-Way Engineering, Mapping, Acquisition, and Setting	0	0	0	0	0	8	0	635	\$	110,140				
3.5	Subsurface Utilities									128	\$	20,400			
SUB	Pathology									0	\$	-	\$	25,000	
3.6	Hydrology and Hydraulics	0	0	0	0	0	0	0	834	\$	147,150				
3.7	Traffic Analysis	0	0	0	0	0	0	0	220	\$	35,700				
SUB	Traffic Counts - Silver State Traffic									0	\$	-	\$	26,250	
	Reduction in hours (budget shift to Task 12 for Cochran Ditch)								-4		-466	\$	(81,930)		
4.0	Environmental Studies, Documentation and Support Services	104	56	0	30	0	0	0	1549	\$	242,620	\$	-		
4.1	Scoping and Facilitation of NEPA Process	60	8	0	14	0	0	0	449	\$	73,400				
4.2	Resource Studies and Documentation	44	48	0	16	0	0	0	1100	\$	169,220				
5.0	Permitting	0	0	0	0	0	0	0	486	\$	89,440	\$	-		
5.1	Permitting	0	0	0	0	0	0	0	486	\$	89,440				
6.0	20% - Design	0	0	0	0	0	0	16	1520	\$	243,125	\$	102,080		
6.1	Design Criteria and Software	0	0	0	0	0	0	0	82	\$	14,170				
6.2	30% Preliminary Design	0	0	0	0	0	0	0	16	1438	\$	228,955			
SUB	PK Electrical**									0	\$	-	\$	5,000	
SUB	Stantec									0	\$	-	\$	87,000	
SUB	PCSG									0	\$	-	\$	10,080	
7.0	60% - Design	0	0	0	0	0	0	16	2941	\$	495,920	\$	195,700		
7.1	Design									759	\$	106,350			
7.2	Landscape & Aesthetics									0	\$	-			
7.3	Bridge									950	\$	164,600			
7.4	Drainage Analysis									62	\$	10,850			
7.5	60% Plan Set									290	\$	43,100			
7.6	60% Cost Estimate									96	\$	13,760			
7.7	Technical Specifications									200	\$	42,700			
7.8	QA/QC									90	\$	24,750			
7.9	60% Design Submittal Deliverables								16	142	\$	24,050			
7.10	Constructability, ICE, Schedule, Risk/Value									16	\$	3,200			
7.11	60% Review Comment Resolution									76	\$	14,560			
7.12	Additional Design Due to CMAR									260	\$	48,000			
SUB	PK Electrical** Additional Design CMAR									0	\$	-	\$	5,000	

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design (Mod 1) - 10/18/202

Task	Project Title	Classifications, Hours, and Fee																		
		Structural Engineer III	Structural Engineer II	Structural Engineer I	Structural CADD Tech	Structural CADD Tech	Sr. CADD Tech	Sr. CADD Tech	CAD Tech	Traffic Engineer III	Traffic Engineer II	Sr. Project Engineer	Project Engineer V	Project Engineer V	Project Engineer IV	Project Engineer IV	Project Engineer III	Project Engineer III	Project Engineer II	
Task	2023 Rate*	\$190.00	\$160.00	\$130.00	\$150.00	\$150.00	\$150.00	\$150.00	\$115.00	\$175.00	\$150.00	\$250.00	\$225.00	\$225.00	\$200.00	\$200.00	\$175.00	\$175.00	\$150.00	
SUB Stantec Additional Design CMAR																				
SUB PK Electrical**																				
SUB Stantec																				
SUB PCSG																				
8.0 90% Design		48	0	152	130	70	70	300	0	0	0	0	4	118	0	101	20	94	20	362
8.1 90% Design		48		120	70	70								38		61	20	50		258
8.2 Bridge Independent Quality Assurance (QA) Review																				
8.3 90% Plan Set								240								4		4		20
8.4 90% Cost Estimate				32											4					16
8.5 Technical Specifications														60		20				16
8.6 QA/QC																				
8.7 90% Design Submittal Deliverables													4					40	20	
8.8 ICE & Schedule																4				4
8.9 90% Review Comment Resolution																8				8
8.10 Additional Design Due to CMAR					60			60						20						40
SUB PK Electrical** Additional Design CMAR																				
SUB Stantec Additional Design CMAR																				
SUB Inova** - Bridge Independent Check																				
SUB PK Electrical**																				
SUB Stantec																				
SUB PCSG																				
9.0 Final Design		30	0	8	80	40	40	68	0	0	0	0	4	48	0	37	4	40	12	195
9.1 100% Design		30				40	40							24		9	4	16		110
9.2 100% Plan Set								40								2		4		8
9.3 100% Cost Estimate				8												2				12
9.4 Technical Specifications														12		12				5
9.5 QA/QC																				
9.6 100% Design Submittal Deliverables								8					4					20	12	
9.7 ICE & Schedule																4				4
9.8 Final Design Submittal																8				16
9.9 Additional Design Due to CMAR					40			20						12						40
SUB PK Electrical** Additional Design CMAR																				
SUB Stantec Additional Design CMAR																				
SUB PK Electrical** 100%																				
SUB Stantec 100%																				
SUB PCSG 100%																				
SUB PK Electrical** Final																				
SUB Stantec Final																				
10.0 Bidding Services		0	0	20	0	0	0	8	0	0	0	0	0	0	0	0	4	0	8	
10.0 Bidding Services				20				8										4		8
SUB PCSG																				
SUB PK Electrical**																				
SUB Stantec																				
11.0 Contingency - RTC																				
12.0 Cochrane Ditch		0	0	0	0	0	0	0	146	0	0	0	0	0	118	0	0	64	16	
12.1 Site Evaluation and Conceptual Design									40						16				12	
12.2 Final Design									106						102			52	16	
13.0 CMAR Coordination		0	0	0	0	0	0	0	0	12	0	0	154	0	0	102	0	102	0	262
Project Team Kickoff Workshop									4				6			4				6
Initial Approach to Cost and Schedule									40				10			8				10
Design/Risk/Innovation Workshop #01									8				10			8				10
60% Design Discussion Meeting													8			8				8
60% Quantity Reconciliation																				16
60% OPPC #01 Reconciliation Meeting													8							8

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design (Mod I) - 10/18/202

Task												
Task	Project Title	GIS Tech I	Technical Editor	Visualization Specialist	Graphics Specialist	Project Accountant	Admin / Project Controls II	Admin / Project Controls I	Hours	Subtask Cost	Sub-Consultants	Total Costs
Task	2023 Rate*	\$85.00	\$115.00	\$200.00	\$150.00	\$85.00	\$95.00	\$75.00				
SUB Stantec Additional Design CMAR									0	\$ -	\$ 5,000	
SUB PK Electrical**									0	\$ -	\$ 37,000	
SUB Stantec									0	\$ -	\$ 137,500	
SUB PCSG									0	\$ -	\$ 11,200	
8.1 90% Design									1083	\$	168,980	
8.2 Bridge Independent Quality Assurance (QA) Review									16	\$	3,760	
8.3 90% Plan Set									288	\$	42,500	
8.4 90% Cost Estimate									48	\$	8,960	
8.5 Technical Specifications									140	\$	34,540	
8.6 QA/QC									46	\$	18,150	
8.7 90% Design Submittal Deliverables									88	\$	14,300	
8.8 ICE & Schedule									16	\$	3,200	
8.9 90% Review Comment Resolution									48	\$	13,200	
8.10 Additional Design Due to CMAR									260	\$	48,000	
SUB PK Electrical** Additional Design CMAR									0	\$ -	\$ 10,000	
SUB Stantec Additional Design CMAR									0	\$ -	\$ 10,000	
SUB Imova** - Bridge Independent Check									0	\$ -	\$ 86,500	
SUB PK Electrical**									0	\$ -	\$ 42,000	
SUB Stantec									0	\$ -	\$ 72,300	
SUB PCSG									0	\$ -	\$ 10,920	
9.1 100% Design									435	\$	72,600	
9.2 100% Plan Set									62	\$	9,100	
9.3 100% Cost Estimate									38	\$	6,040	
9.4 Technical Specifications									73	\$	15,870	
9.5 QA/QC									32	\$	8,800	
9.6 100% Design Submittal Deliverables									16	\$	10,600	
9.7 ICE & Schedule									16	\$	3,200	
9.8 Final Design Submittal									16	\$	6,800	
9.9 Additional Design Due to CMAR									152	\$	27,450	
SUB PK Electrical** Additional Design CMAR									0	\$ -	\$ 5,000	
SUB Stantec Additional Design CMAR									0	\$ -	\$ 5,000	
SUB PK Electrical** 100%									0	\$ -	\$ 10,000	
SUB Stantec 100%									0	\$ -	\$ 14,500	
SUB PCSG 100%									0	\$ -	\$ 4,200	
SUB PK Electrical** Final									0	\$ -	\$ 2,000	
SUB Stantec Final									0	\$ -	\$ 10,600	
10.0 Bidding Services									76	\$	13,260	
SUB PCSG									0	\$ -	\$ 1,120	
SUB PK Electrical**									0	\$ -	\$ 2,000	
SUB Stantec									0	\$ -	\$ 3,000	
12.0 Cochrane Ditch		0	0	0	0	0	0	4	466	\$	81,930	\$ -
12.1 Site Evaluation and Conceptual Design									105	\$	18,360	
12.2 Final Design									4	\$	62,570	
13.0 CMAR Coordination		6	2	0	2	0	0	60	1538	\$	308,040	\$ 20,000
Project Team Kickoff Workshop									46	\$	9,670	
Initial Approach to Cost and Schedule									86	\$	18,150	
Design/Risk/Innovation Workshop #01									62	\$	13,150	
60% Design Discussion Meeting									64	\$	13,640	
60% Quantity Reconciliation									32	\$	6,400	
60% OPPC #01 Reconciliation Meeting									32	\$	6,600	

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design (Mod I) - 10/18/2024

Tasks																			
Task	Project Title	Pr. Project Manager	Project Manager	NEPA QA/QC	Env/NEPA Manager	408 Specialist	Env/NEPA Specialist IV	Env/NEPA Specialist IV	Env/NEPA Specialist IV	Env/NEPA Specialist III	Env/NEPA Specialist II	Env/NEPA Specialist II	Env/NEPA Specialist II	Env/NEPA Specialist II	Env/NEPA Specialist I	Env/NEPA Specialist I	Str. Structural	Struct Eng V	Structural Engineer IV
Task	2023 Rate*	\$250.00	\$200.00	\$250.00	\$225.00	\$275.00	\$195.00	\$195.00	\$195.00	\$165.00	\$135.00	\$135.00	\$135.00	\$135.00	\$110.00	\$110.00	\$275.00	\$250.00	\$220.00
Design Risk Innovation Workshop #02			6		4												4	4	
Partnering Meeting #1			2		2	2											2	2	
90% Design Discussion Meeting			8		8	4								4			8	8	
90% Quantity Reconciliation			8															16	
90% OPPC #02 Reconciliation Meeting			8															8	
Partnering Meeting #2			2		2	2											2	2	
100% Design Discussion Meeting			8		8	4								4			8	8	
100% Quantity Reconciliation			8															16	
100% OPPC #03 Reconciliation Meeting			8															8	
GMP Negotiations			20															20	
Additional Partnering Meetings			10		10												10	10	
Weekly Estimating Coordination Meetings			60															60	
Misc. CMAR Coordination (including RFIs)			80	100		32							24					40	
NEPA Re-Validation			4	4	32	8						8	16	4	4	16			
SEB PK Electrical**																			
SEB Sinterc																			
Hours Per Staff		215	1642	50	662	116	91	78	82	0	40	92	245	48	228	337	184	940	556
Base Scope Direct Labor Costs		\$ 53,750	\$ 328,400	\$ 12,500	\$ 148,950	\$ 31,900	\$ 17,745	\$ 15,210	\$ 15,990	\$ -	\$ 5,400	\$ 12,420	\$ 33,075	\$ 6,480	\$ 25,080	\$ 37,070	\$ 50,600	\$ 235,000	\$ 122,320
0% Sub Markup																			
Direct Expenses																			
Permit Fees (Section 408)			\$ 15,000																
Reproduction for Submittals			\$ 7,500																
D/W Title Reports (Assume 4 x @ \$1,000)			\$ 4,000																
Misc. Exp.			\$ 3,000																
CMAR Misc Exp.			\$ 2,000																
Travel Costs (Airfare, Car, Hotel, Food, Mileage)			\$ 15,675																
CMAR Travel Costs (Airfare, Car, Hotel, Food, Mileage)			\$ 5,000																
EDR Report			\$ 400																
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL																			
**DBE Subconsultant																			

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design (Mod 1) - 10/18/202

Task	Project Title	Classifications, Hours, and Fee																	
		Structural Engineer III	Structural Engineer II	Structural Engineer I	Structural CADD Tech	Structural CADD Tech	Sr. CADD Tech	Sr. CADD Tech	CAD Tech	Traffic Engineer III	Traffic Engineer II	Sr. Project Engineer	Project Engineer V	Project Engineer V	Project Engineer IV	Project Engineer IV	Project Engineer III	Project Engineer III	Project Engineer II
Task	2023 Rate*	\$190.00	\$160.00	\$130.00	\$150.00	\$150.00	\$150.00	\$115.00	\$175.00	\$150.00	\$250.00	\$225.00	\$225.00	\$200.00	\$200.00	\$175.00	\$175.00	\$150.00	
Design Risk Mitigation Workshop #02																			
Partnership Meeting #1																			
90% Design Discussion Meeting																			
90% Quantity Reconciliation																			
90% OPPC #02 Reconciliation Meeting																			
Partnership Meeting #2																			
100% Design Discussion Meeting																			
100% Quantity Reconciliation																			
100% OPPC #03 Reconciliation Meeting																			
GMP Negotiations																			
Additional Partnership Meetings																			
Weekly Estimating Coordination Meetings																			
Misc. CMAR Coordination (including RFIs)																			
NEPA Re-Validation																			
SEB PK Electrical**																			
SEB Sinterc																			
Hours Per Staff		174	0	494	610	290	974	24	0	218	112	40	523	12	290	64	894	742	1788
Base Scope Direct Labor Costs		\$ 33,060	\$ -	\$ 64,220	\$ 91,500	\$ 43,500	\$ 146,100	\$ 3,600	\$ -	\$ 38,150	\$ 16,800	\$ 10,000	\$ 117,675	\$ 2,700	\$ 58,000	\$ 12,800	\$ 156,450	\$ 129,850	\$ 268,200
0% Sub Markup																			
Direct Expenses																			
Permit Fees (Section 408)																			
Reproduction for Submittals																			
D/W Title Reports (Assume 4 x @ \$1,000)																			
Misc. Exp.																			
CMAR Misc Exp.																			
Travel Costs (Airfare, Car, Hotel, Food, Mileage)																			
CMAR Travel Costs (Airfare, Car, Hotel, Food, Mileage)																			
EDR Report																			
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL																			

**DBE Subconsultant

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design (Mod 1) - 10/18/202

Task																			
Task	Project Title	Project Engineer 1	Project Designer	Field - Utility Locator	ROW Engineer	ROW Engineer	ROW Engineer	Field Survey Chief	Field Survey II	Field Survey I	Office Survey Cales - Chief	Office Survey Cales - Chief	Office Survey II Cales	Office Survey I Cales	Field - Drone Pilot	Scan Data Extractor	PLS	QA/QC Manager	GIS Tech II
Task	2023 Rate*	\$125.00	\$100.00	\$150.00	\$180.00	\$180.00	\$180.00	\$195.00	\$165.00	\$145.00	\$165.00	\$165.00	\$135.00	\$115.00	\$215.00	\$125.00	\$250.00	\$275.00	\$100.00
Design/Risk/Innovation Workshop #02																			
Partnering Meeting #1																			
90% Design Discussion Meeting																			
90% Quantity Reconciliation																			
90% OPPC #02 Reconciliation Meeting																			
Partnering Meeting #2																			
100% Design Discussion Meeting																			
100% Quantity Reconciliation																			
100% OPPC #03 Reconciliation Meeting																			
GMP Negotiations																			
Additional Partnering Meetings																			
Weekly Estimating Coordination Meetings																			
Misc. CMAR Coordination (including RFI's)																			
NEPA Re-Validation																			2
SUB PK Electrical**																			
SUB Sinteric																			
Hours Per Staff	0	1054	80	267	88	88	172	310	300	250	50	180	0	24	60	36	202	82	
Base Scope Direct Labor Costs	\$ -	\$ 105,400	\$ 12,000	\$ 48,060	\$ 15,840	\$ 15,840	\$ 33,540	\$ 51,150	\$ 43,500	\$ 41,250	\$ 8,250	\$ 24,300	\$ -	\$ 5,160	\$ 7,500	\$ 9,000	\$ 55,550	\$ 8,200	
0% Sub Markup																			
Direct Expenses																			
Permit Fees (Section 408)																			
Reproduction for Submittals																			
D/W Title Reports (Assume 4 x @ \$1,000)																			
Misc. Exp.																			
CMAR Misc Exp.																			
Travel Costs (Airfare, Car, Hotel, Food, Mileage)																			
CMAR Travel Costs (Airfare, Car, Hotel, Food, Mileage)																			
EDR Report																			
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL																			
**DBE Subconsultant																			

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design (Mod 1) - 10/18/202

Tasks												
Task	Project Title	GIS Tech I	Technical Editor	Visualization Specialist	Graphics Specialist	Project Accountant	Admin / Project Controls II	Admin / Project Controls I	Hours	Subtask Cost	Sub-Consultants	Total Costs
Task	2023 Rate*	\$85.00	\$115.00	\$200.00	\$150.00	\$85.00	\$95.00	\$75.00				
Design Risk Innovation Workshop #02									24	\$		7,190
Partnering Meeting #1									16	\$		3,550
90% Design Discussion Meeting									64	\$		13,640
90% Quantity Reconciliation									32	\$		6,400
90% OPPC #02 Reconciliation Meeting									32	\$		6,600
Partnering Meeting #2									16	\$		3,550
100% Design Discussion Meeting									64	\$		13,640
100% Quantity Reconciliation									32	\$		6,400
100% OPPC #03 Reconciliation Meeting									32	\$		6,600
GMP Negotiations									80	\$		16,500
Additional Partnering Meetings									70	\$		15,000
Weekly Estimating Coordination Meetings									180	\$		36,000
Misc. CMAR Coordination (including RFIs)									60	\$		86,940
NEPA Re-Validation		6	2		2				108	\$		18,420
SLB - PK Electrical**									0	\$		10,000
SLB - Slanlec									0	\$		10,000
Hours Per Staff		134	66	160	56	180	622	168	17484			
Base Scope Direct Labor Costs		\$ 11,390	\$ 7,590	\$ 32,000	\$ 8,400	\$ 15,300	\$ 59,090	\$ 12,600		\$	3,075,405	\$ 1,023,638
0% Sub Markup											\$	-
Direct Expenses										\$	52,575	
Permit Fees (Section 408)												
Reproduction for Submittals												
D.W. Title Reports (Assume 4 x @ \$1,000)												
Misc. Exp.												
CMAR Misc Exp.												
Travel Costs (Airfare, Car, Hotel, Food, Mileage)												
CMAR Travel Costs (Airfare, Car, Hotel, Food, Mileage)												
EDR Report												
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL										\$	3,127,989	\$ 1,023,638 \$ 4,151,618

**DBE Subconsultant

Original Contract \$ 3,653,128
Delta for Mod 1 \$ 498,490



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.3.8

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

SUBJECT: Traffic Signal Modifications 26-01 Project PSA with Wood Rodgers

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., for design and optional engineering during construction services for the Traffic Signal Modifications 26-01 Project, in an amount not-to-exceed \$391,730.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Wood Rodgers, Inc., is for professional design and traffic analysis services for the Traffic Signal Modifications (TSM) 26-01 Project in the amount of \$189,325 and optional engineering during construction (EDC) services in the amount of \$177,405. Project contingencies in the amount of \$15,000 for design and \$10,000 for EDC are also included in the agreement.

The TSM 26-01 project includes the design and analysis of operational, safety, and equipment improvements at the following locations:

1. East McCarran Blvd and York Way: Remove east-west split phase, improve intersection geometrics, and increase signal sight distance on southbound McCarran Blvd.
 2. Rock Blvd and Greg St: Convert SB Rock left turn to protected operations and install ADA improvements.
 3. Rock Blvd and Commerce St: Convert the existing flashing beacon crosswalk system to a rapid rectangular flashing beacon (RRFB) system.
 4. Galleria Pkwy / Costa Azul Dr: Install safety improvements to improve sight distance on Galleria southbound, and upgrade pedestrian push buttons.
 5. California Ave / Plumas St: Convert all left turns to protected-permissive operations, and upgrade ADA and pedestrian push buttons.
 6. Kietzke Ln / Neil Rd: Install RRFB systems at roundabout crosswalks.
 7. South McCarran Blvd / Caughlin Pkwy / Cashill Blvd: Install an active advanced warning system for southbound McCarran Blvd.
-

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

- Design Kickoff: November 2024
- 50% Design Submittal: April 2025
- 90% Design Submittal: September 2025
- Construction: Spring 2026

This item supports Strategic Roadmap Goal #4, "Proactively manage congestion".

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

03/18/2022 Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the 22-07 Traffic Engineering Design and Construction Management Services shortlist to perform design and construction management in connection with the Traffic Signal Modifications 26-01 Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through March 31, 2027 unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit B. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Design Services	\$158,030
Optional Design Services	\$31,295
Design Contingency	\$15,000
Optional Engineering During Construction Services	\$177,405
<u>Engineering During Construction Services Contingency</u>	<u>\$10,000</u>
Total Not-to-Exceed Amount	\$391,730

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC’s Project Manager is Alex Wolfson or such other person as is later designated in writing by RTC. RTC’s Project Manager has authority to act as RTC’s representative with respect to the performance of this Agreement.

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
 Executive Director
 Alex Wolfson, P.E.
 RTC Project Manager
 Regional Transportation Commission
 1105 Terminal Way
 Reno, Nevada 89502
 awolfson@rtcwashoe.com
 (775) 335-1880

CONSULTANT: Bryant Gant, P.E.
 Principal Engineer
 Wood Rodgers, Inc.
 1361 Corporate Blvd.
 Reno, Nevada 89502
 bgant@WoodRodgers.com
 (775) 823-4068

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

- 14.2. UNAVOIDABLE DELAYS

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

negligence or mistakes of CONSULTANT, is substantial and in fact causes CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS’ FEES

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

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

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

///

///

///

///

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

WOOD RODGERS, INC.

By: _____
Bryan Gant, P.E., Principal Engineer

Exhibit A

Scope of Services

Schedule of Services

EXHIBIT A

SCOPE OF SERVICES FOR THE TRAFFIC SIGNAL MODIFICATIONS 26-01 PROJECT (Four Locations in Sparks, and Three Locations in Reno) RTC Project Number 245011

BACKGROUND

The project consists of improvements to improve safety and operations at spot locations. Improvements envisioned include the following:

City of Sparks:

1. East McCarran Blvd. and York Way
 - a. Remove east/west split phase
 - b. Improve sight distance for southbound McCarran Blvd.
2. Rock Blvd. and Greg St.
 - a. Improve sight distance for southbound Rock Blvd. and possibly northbound
 - b. Add retroreflective backplates
 - c. ADA improvements
3. Rock Blvd. and Commerce St.
 - a. Convert existing flashing beacon crosswalk to RRFBs
4. Galleria Pkwy. and Costa Azul Dr.
 - a. Improve southbound sight distance
 - b. Possible active advanced warning system (AAWS) or additional signal head

City of Reno:

1. California Ave. and Plumas St.
 - a. Revise left turn phases for all approaches
 - b. Evaluate signal pole and arm at the southwest corner
 - c. Install vibrotactile pushbuttons for all corners
2. Kietzke Ln. and Neil Rd. (roundabout)
 - a. Install RRFBs at roundabout crosswalks
3. S. McCarran Blvd. and Caughlin Pkwy./Cashill Blvd.
 - a. Install AAWS for southbound McCarran Blvd.

1. PROJECT MANAGEMENT

Prepare monthly progress reports, invoices, and billing.

Coordination with RTC project manager and staff will be ongoing throughout project, as well as with subconsultants and vendors, as necessary. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate throughout the project.

Other interested parties will include the City of Sparks and City of Reno, as well as the Nevada Department of Transportation (NDOT). NDOT will require a permit for work on NDOT facilities and the CONSULTANT will coordinate accordingly.

Deliverables – Invoicing and progress reports.

2. INVESTIGATION OF EXISTING CONDITIONS

2.1. Pavement Design

CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. It is noted that this exercise is limited to understanding the necessary pavement tie in points. No specific pavement corrections are anticipated within this scope of services other than potentially adjusting pavement limits slightly to accommodate existing utilities or any existing pavement irregularities.

Pavement design will be limited to providing recommendations for limits of slurry seal, grind and overlay, and/or matching existing pavement sections. No specific pavement design or geotechnical engineering is included within this scope of services.

Deliverables – Pavement Design Recommendations Memorandum.

2.2 Condition Survey

CONSULTANT will evaluate existing pedestrian ramps and traffic signals for compliance with current PROWAG standards and MUTCD compliance.

Deliverables – Condition Survey and Recommendations Memorandum.

2.3 Utility Investigation/Depiction

Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 3, Preliminary Design.

Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 3, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial

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

Deliverable – Depiction of subsurface utilities on plan sheets developed under Section 3, Preliminary Design.

2.4 Topographic Survey

CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery for all project areas. Ground control and photo identification points will be established and measured. In areas where there are planned specific civil improvements (excludes interconnect and striping only areas), One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measure and displayed for sewer and storm drain structures.

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

Deliverable – Aerial photo of project area along with Topographic Survey for areas of specific civil in CAD format.

2. PRELIMINARY DESIGN

30% Conceptual Alternatives Exhibits and Cost Estimates. CONSULTANT will prepare conceptual alternatives Exhibits and conceptual cost estimates suitable for RTC

and Local Government to review and determine the preferred alternative to advance to Preliminary and Final Design.

50% Plans and Specifications. CONSULTANT will prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. No landscape improvements are anticipated.

Drainage improvements are limited to perpetuating existing drainage flows and conveyance, as such a full drainage report is not anticipated with this scope of services at this time. CONSULTANT will prepare a brief technical drainage memorandum summarizing drainage improvements for the project, if any flowlines are impacted.

Deliverables – 30% Conceptual Alternatives Exhibits and Estimates to RTC, City of Sparks and City of Reno. 50% Preliminary Plans and Preliminary (50%) Construction Cost Estimate and Drainage Technical Memorandum submitted to RTC, City of Sparks, and City of Reno (if needed). 50% Preliminary Plans submitted to Utility Companies.

3. FINAL DESIGN

CONSULTANT will prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate in MS Word format. The RTC, 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 view, approximate right-of-way lines, necessary cross-sections and construction/slope limits. The final plan set will include, approximately the following sheets:

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Horizontal Control Plan
- Typical Section Sheets
- Plan/Profile Sheets (at 1"=20')
- Grading Sheets (at 1"=20')
- Signage and Striping Sheets (at 1"=20')
- Traffic Signal Sheets (at 1"=20')
- Detail Sheets (scales as noted)

The Contract Documents and Technical Specifications will reference the latest edition of 2012 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 90% and 100% stages of completion per the following:

- 90% Plans –Two 11”x17” sets to RTC, two 11”x17” sets to Local Entity, and one 11”x17” set each to utility agencies and other affected parties.
- 90% Specifications – One set each to RTC and Local Entity.
- 100% Plans – One 11”x17” each to RTC and Local Entity.
- 100% Specifications – One set each to RTC and Local Entity.

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.

Utility Agency Coordination. Distribute design review submittals (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.

CONSULTANT will 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 – 90% & 100% Plans, 90% & 100% Construction Cost Estimate, and 90% and 100% Technical Specifications submitted to RTC, City of Sparks, and City of Reno. 90% Plans submitted to Utility Companies.

4. 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 RTC’s Procurement 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, pre-bid agenda, bid review and tabulation, documentation of questions and responses during bidding, Addenda (if needed).

5. UTILITY POTHOLING (OPTIONAL)

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

6. RIGHT-OF-WAY MAPPING / ENGINEERING (OPTIONAL)

CONSULTANT will obtain record right of way based upon Washoe County GIS information. The record right of way information will be shown on the project plans. One potential location is assumed for right of way/easement.

CONSULTANT will perform a boundary survey for up to three (3) of the locations listed above under Background, obtaining all pertinent boundary and right of way documentation of the area including, but not limited to: title reports, record mapping, deed documents, right of way mapping and supporting information. CONSULTANT will locate all existing monumentation located on the abutting parcels and right of way. In addition to the monumentation, CONSULTANT will locate existing street hardscape and/or building faces, which will be essential in the determination of the right of way location in areas of little or no monumentation. CONSULTANT will compare record maps and title documentation for the properties. CONSULTANT will analyze calculated and measured distances and compare them to record data. A right of way boundary resolution will be provided and, if necessary, meet with the client to discuss boundary conflicts and possible courses for conflict resolutions.

It is estimated the project will require approximately six (6) easements to construct the planned improvements. CONSULTANT will prepare meets and bound legal descriptions and exhibits for the affected parcel. A grant, bargain, sale deed or easement document will be prepared for each 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 are not included within this task.

Deliverables – Record Right of Way in CAD format; legal descriptions/exhibits for easements/acquisitions.

7. DESIGN CONTINGENCY (OPTIONAL)

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.

8. A - E ENGINEERING DURING CONSTRUCTION SERVICES (OPTIONAL)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. A contract duration of 35 Working Days is assumed. Should this be changed during the design process, this fee will be adjusted as appropriate.

8.A Contract Administration (Optional)

Provide contract administration services as follows:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review ITS and traffic signal material submittals for conformance
- 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

8.B Construction Surveying (Optional)

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.

- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50-foot stations and 25-foot stations at returns.
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

8.C Inspection (Optional)

Provide Inspector. Provide one full time inspector during all construction activities. 10-hour workdays and a 35-**working** day contract period are anticipated. This inspector will:

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

8.D Materials Testing (Optional)

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

Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

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.

Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 180 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.

Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

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.

8.E Record Information (Optional)

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

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

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

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

9. ENGINEERING DURING CONSTRUCTION CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 8. 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.

RTC Traffic Signal Modifications 26-01 - PRELIMINARY SCHEDULE

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

Milestone	Estimated Completion	Duration
Notice to Proceed	November 2024	
50% PS&E Submittal	1 st Quarter 2025	4 months
50% Agency Review	2 nd Quarter 2025	1 month
ROW Setting	2 nd Quarter 2025	1 month
90% PS&E Submittal	3 rd Quarter 2025	3 months
90% Agency Review	3 rd Quarter 2025	1 month
100% PS&E Submittal	4 th Quarter 2025	2 months
ROW Acquisitions	2 nd Quarter 2026	12 months
Advertise	2 nd Quarter 2026	1 month
Construction	2 nd Quarter 2026	2 months

Exhibit B

Compensation

Last Updated: 10/18/2024

Traffic Signal Improvement Project 26-01
Exhibit B
Cost of Services

Task #	Task	Item No.	Task Description	Staff																Totals															
				Principal Engineer II / Supervisor I		Project Manager / Senior Surveyor I		Project Engineer I / Surveyor II		Senior CAD Technician I		Survey Crew - 2 Man		Technician		Administrative Assistant		Other Direct	Subcontractor	# of Hours	Cost														
				Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost		
1	Project Management	1	Project Management	\$ 275.00	40	\$ 11,000.00	\$ 260.00	0	\$ -	\$ 195.00	0	\$ -	\$ 195.00	0	\$ -	\$ 255.00	0	\$ -	\$ 145.00	0	\$ -	\$ 125.00	10	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	50	\$ 12,250.00		
			Sub-Totals																																
2	Investigation of Existing Conditions	2.1	Pavement Design	\$ 275.00	4	\$ 1,100.00	\$ 260.00	4	\$ 1,040.00	\$ 195.00	4	\$ 780.00	\$ 195.00	4	\$ 780.00	\$ 255.00	4	\$ 1,020.00	\$ 145.00	4	\$ 580.00	\$ 125.00	4	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 1,620.00		
		2.2	Condition Survey	\$ 275.00	2	\$ 550.00	\$ 260.00	8	\$ 2,080.00	\$ 195.00	16	\$ 3,120.00	\$ 195.00	16	\$ 3,120.00	\$ 255.00	16	\$ 4,080.00	\$ 145.00	16	\$ 2,320.00	\$ 125.00	16	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	26	\$ 5,700.00		
		2.3	Utility Investigation/Depiction	\$ 275.00	2	\$ 550.00	\$ 260.00	4	\$ 1,040.00	\$ 195.00	16	\$ 3,120.00	\$ 195.00	16	\$ 3,120.00	\$ 255.00	16	\$ 4,080.00	\$ 145.00	16	\$ 2,320.00	\$ 125.00	4	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	42	\$ 7,620.00			
		2.4	Topographic Survey	\$ 260.00	1	\$ 260.00	\$ 230.00	20	\$ 4,600.00	\$ 195.00	105	\$ 20,475.00	\$ 195.00	105	\$ 20,475.00	\$ 255.00	48	\$ 12,240.00	\$ 145.00	48	\$ 6,960.00	\$ 125.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	174	\$ 37,675.00			
			Sub-Totals																																
3	Preliminary Design	3	Preliminary Design (20% & 50%)	\$ 275.00	8	\$ 2,200.00	\$ 260.00	24	\$ 6,240.00	\$ 195.00	60	\$ 11,700.00	\$ 195.00	70	\$ 13,650.00	\$ 255.00	70	\$ 17,850.00	\$ 145.00	0	\$ -	\$ 125.00	0	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	162	\$ 32,100.00		
			Sub-Totals																																
4	Final Design	4	Final Design (P&E)	\$ 275.00	8	\$ 2,200.00	\$ 260.00	72	\$ 18,720.00	\$ 195.00	100	\$ 19,500.00	\$ 195.00	80	\$ 15,600.00	\$ 255.00	80	\$ 20,400.00	\$ 145.00	0	\$ -	\$ 125.00	0	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	260	\$ 54,120.00		
			Sub-Totals																																
	Bidding Services	5	Bidding Services	\$ 275.00	1	\$ 275.00	\$ 260.00	4	\$ 1,040.00	\$ 195.00	12	\$ 2,340.00	\$ 195.00	8	\$ 1,560.00	\$ 255.00	8	\$ 2,040.00	\$ 145.00	0	\$ -	\$ 125.00	12	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	37	\$ 6,475.00			
			Sub-Totals																																
6	Utility Potting (Optional)	6	Utility Potting (Optional)	\$ 275.00	1	\$ 275.00	\$ 260.00	4	\$ 1,040.00	\$ 195.00	8	\$ 1,560.00	\$ 195.00	12	\$ 2,340.00	\$ 255.00	12	\$ 3,060.00	\$ 145.00	0	\$ -	\$ 125.00	4	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	29	\$ 5,835.00			
			Sub-Totals																																
7	R/W Mapping/Engineering (Optional)	7	Roadway/Map Making / Engineering (Optional)	\$ 260.00	8	\$ 2,080.00	\$ 230.00	0	\$ -	\$ 195.00	32	\$ 6,240.00	\$ 195.00	0	\$ -	\$ 255.00	24	\$ 6,120.00	\$ 145.00	0	\$ -	\$ 125.00	4	\$ 500.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	68	\$ 20,940.00			
			Sub-Totals																																
8	Design Contingency (Optional)	8	Design Contingency (Optional)	\$ 275.00	0	\$ -	\$ 260.00	0	\$ -	\$ 195.00	0	\$ -	\$ 195.00	0	\$ -	\$ 255.00	0	\$ -	\$ 145.00	0	\$ -	\$ 125.00	0	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 15,000.00			
			Sub-Totals																																
9	A-E Construction Services (Optional)	9.A	Contract Administration (Optional)	\$ 275.00	20	\$ 5,500.00	\$ 260.00	40	\$ 10,400.00	\$ 195.00	110	\$ 21,450.00	\$ 195.00	20	\$ 3,900.00	\$ 255.00	40	\$ 10,200.00	\$ 145.00	40	\$ 5,800.00	\$ 125.00	20	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	210	\$ 43,150.00			
		9.B	Construction Surveys (Optional)	\$ 260.00	0	\$ -	\$ 230.00	8	\$ 1,840.00	\$ 195.00	40	\$ 7,800.00	\$ 195.00	0	\$ -	\$ 255.00	40	\$ 10,200.00	\$ 145.00	0	\$ -	\$ 125.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	88	\$ 19,840.00				
		9.C	Inspection (Optional)	\$ 275.00	0	\$ -	\$ 260.00	0	\$ -	\$ 195.00	0	\$ -	\$ 195.00	0	\$ -	\$ 255.00	0	\$ -	\$ 145.00	0	\$ -	\$ 125.00	0	\$ -	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 10,500.00			
		9.D	Material Testing (Optional)	\$ 275.00	0	\$ -	\$ 260.00	0	\$ -	\$ 195.00	0	\$ -	\$ 195.00	0	\$ -	\$ 255.00	0	\$ -	\$ 145.00	0	\$ -	\$ 125.00	40	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	240	\$ 36,000.00				
		9.E	Reveal Information (Optional)	\$ 275.00	0	\$ -	\$ 260.00	0	\$ -	\$ 195.00	0	\$ -	\$ 195.00	0	\$ -	\$ 255.00	0	\$ -	\$ 145.00	0	\$ -	\$ 125.00	0	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	0	\$ 200.00				
			Sub-Totals																																
10	Construction Contingency (Optional)	10	Construction Contingency (Optional)	\$ 275.00	0	\$ -	\$ 260.00	0	\$ -	\$ 195.00	0	\$ -	\$ 195.00	0	\$ -	\$ 255.00	0	\$ -	\$ 145.00	0	\$ -	\$ 125.00	0	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 10,000.00			
			Sub-Totals																																
GRAND TOTALS					85	\$ 22,810.00		188	\$ 47,520.00		616	\$ 12,625.00		228	\$ 37,260.00		88	\$ 22,440.00		550	\$ 69,500.00		30	\$ 11,250.00		\$ 31,000.00		\$ -		1,638					
																												Total Design Services		\$ 158,639.99					
																												Total Optional Design Services		\$ 91,250.00					
																												Design Contingency		\$ 18,830.00					
																												Total Construction Optional Services		\$ 177,450.00					
																												EDC Contingency		\$ 18,880.00					
																												Total Contract		\$ 391,780.00					

Exhibit C

Indemnification and Insurance Requirements

EXHIBIT C

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

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 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, NDOT, City of Reno and City of Sparks, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, NDOT, 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: 11/15/2024

Agenda Item: 4.3.9

To: Regional Transportation Commission

From: LaShonn Ford, Project Manager

SUBJECT: Traffic Signal Fiber 26-01 PSA with HDR Engineering, Inc.

RECOMMENDED ACTION

Approve a contract with HDR Engineering Inc., for design and optional engineering during construction (EDC) for the Traffic Signal Fiber 26-01 Project, in an amount not-to-exceed \$554,491.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with HDR Engineering, Inc. (HDR), is for professional design services for the Traffic Signal Fiber 26-01 project in the amount of \$240,721 and optional engineering during construction services (EDC) in the amount of \$179,210. Project contingency in the amount of \$134,560 is also included in the agreement. The project contingency is only intended to be used if the assumed field conditions do not match what is observed via preliminary design investigation, and requires approval from the RTC Project Manager for use. The project will install conduit and fiber on Sullivan Lane from Greenbrae Drive to Victorian Avenue and El Rancho Drive from McCarran Boulevard to Prater Way.

HDR was selected from the Traffic Engineering Program and Intelligent Transportation Systems (ITS) Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. The complete scope of services is included as Exhibit A-1 to the attached PSA. HDR's scope, schedule, and fee indicated the amount for design and engineering during construction services is within the appropriate budget. The targeted schedule for these services is as follows:

- Notice to Proceed: December 2024
 - Preliminary Design (50%): February 2025
 - Final Design: June 2025
 - Begin Construction: August 2025
 - Complete Construction: October 2025
-

This item supports Strategic Roadmap Goal #4, "Proactively manage congestion".

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

03/18/2022 Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC has selected HDR Engineering, Inc. from the Traffic Engineering and ITS shortlist to perform design and optional engineering during construction services in connection with the Traffic Signal Fiber 26-01 Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Exhibit A - Scope of Services. 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	\$240,721
Design Contingency	\$53,000
Engineering During Construction Services	\$179,210
<u>Engineering During Construction Services Contingency</u>	<u>\$81,560</u>
Total Not-to-Exceed Amount	\$554,491

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC’s Project Manager is LaShonn Ford 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 Will Johnson 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
 LaShonn Ford, PE
 RTC Project Manager
 Regional Transportation Commission
 1105 Terminal Way
 Reno, Nevada 89502
 Email: lford@rtcwashoe.com
 (775) 332-2136

CONSULTANT:
Will Johnson
Senior ITS Project Manager
HDR Engineering, Inc.
9805 Double R Blvd, Suite 101
Reno, NV 89521
Email: will.johnson@hdrinc.com
Phone: (720) 483-3990

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

HDR ENGINEERING, INC.

By: _____
Craig Smart, PE, Associate Vice President

Exhibit A

Scope of Services

EXHIBIT A

SCOPE OF SERVICES
FOR
TRAFFIC SIGNAL FIBER 26-01
(SULLIVAN LANE AND EL RANCHO DRIVE
FIBER CONNECTIVITY PROJECT)

This scope of services includes design and construction support of the Sullivan Lane and El Rancho Drive Fiber Connectivity Project. The project lies within the City of Sparks . Procurement and installation of actual infrastructure will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by the CONSULTANT.

The extent of planning and design work includes the improvement objectives at the following locations:

#	<u>Main Street</u>	<u>Side Street</u>	<u>Improvement Objective</u>
City of Sparks			
1	Sullivan Lane (Approx. 4,400 LF of new fiber and conduit and pull boxes (where needed))	Greenbrae Drive to Victorian Lane	Signal interconnect with fiber optic cables and conduit (where needed) for better operational coordination with connections to the existing City of Spark traffic signal network. Addition or replacement of retroreflective backplates to overhead traffic signal heads. Addition of internally illuminated street name signs at select locations.
2	El Rancho Drive (Approx. 7,900 LF of new fiber and conduit and pull boxes (where needed))	McCarran Boulevard to Prater Way	Signal interconnect with fiber optic cables and conduit (where needed) for better operational coordination with connections to the existing City of Spark traffic signal network. Addition or replacement of retroreflective backplates to overhead traffic signal heads. Addition of internally illuminated street name signs at select locations.
3	McCarran Boulevard (Approx. 2,000 LF of new fiber and conduit and pull boxes (where needed))	El Rancho Drive to Sullivan Lane	Installation of new fiber optic cable in existing conduit for better operational coordination with connections to the existing City of Spark traffic signal network.

A. Preliminary and General Items (Project Management):

1. Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate. CONSULTANT will coordinate kick-off meeting and hold progress meetings during course of project monthly. The anticipated schedule will be eight (8) months.

2. Coordination meetings with the City of Sparks and NDOT. CONSULTANT will conduct up to four (4) in-person one-on-one agency meetings, outside of meetings included in other tasks, in order to confirm existing design conditions, needs, and coordinate design to complete project design objectives. The RTC Project Manager will determine appropriate contact personnel at each agency to be met with. Meeting notes will be developed and provided as a summary of discussions.

B. Data Collection, Analysis, and Design

1. Investigate Existing Conditions and Field Inventory for interconnect design:
 - a. CONSULTANT will obtain and review available as-built plans from the RTC and City of Sparks for project locations.
 - b. CONSULTANT will conduct a field review with City of Sparks to evaluate existing field conditions for new and existing conduit paths.
 - c. CONSULTANT will evaluate existing network equipment at locations identified herein for connection to network.
 - d. CONSULTANT will evaluate existing traffic signal heads to verify the placement and condition of existing backplates and the need for replacement of the current traffic signal backplates with retroreflective backplates.
2. Survey and Mapping
 - a. Aerial Mapping: Aerial photography for these sites will be using NearMap or Washoe County aerials provided by the RTC. The aerials will be put in the same coordinate system for consistency.
 - b. Center lines will be developed off of existing features.
 - c. CONSULTANT will evaluate right of way and easement needs based on County GIS data and where new equipment is to be installed.
 - d. Boundary Survey: Survey boundary services will not be done for these sites as work will be limited to infrastructure within existing right of way.
 - e. Supplemental Design Survey (Optional): Supplemental Survey is not anticipated to be required for these project sites. Where required it will be considered an additional service.
3. Subsurface Utilities – *Optional Services (as needed)*: CONSULTANT will investigate the site for the presence of any potential conflicts between known existing utilities and proposed ITS conduit and pull boxes along Sullivan Lane from Greenbrae Drive to Victorian Avenue and El Rancho Drive from McCarran Blvd to Prater Way in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data to Quality Level A (QL

A) standards. The utility verification process will require completing up to thirty (30) utility test holes via vacuum excavation methods. The actual quantity and approximate locations will be identified prior to the 50% design process; however the assumed quantity and general location are follows:

- a. Sullivan Lane - Greenbrae Dr. to Victorian Ln. (15 potholes)
- b. El Rancho Drive - McCarran Blvd to Prater Way. (15 potholes)

The CONSULTANT will complete the following tasks associated with The utility verification process:

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

Deliverables will include:

- A Test Hole Data Report in a Portable Document Format (.pdf) for each completed location. Such Report shall include the following information.
 - Test hole number and date of completion.

- Approximate plan and section view (not to scale) of utility and test hole location in relationship to the existing ground surface.
- Collected utility data: type, depth, size and material as readily obtainable.
- Provide utility photos where obtainable at exposed locations.

Given the current unknowns associated with the utility verification process the CONSULTANT provides the following assumptions, exclusions and caveats:

- WRTC will provide pothole exhibits for permit submittal and field reference.
- Work within public R/W's will be permitted thru the appropriate jurisdiction.
- Permitting of any State Lands, BLM, BOR or any other non-public right-of-way is excluded and shall be obtained by the WRTC.
- Environmental and/or Biological clearances is excluded and shall be obtain by the WRTC.
- Access to private properties will be coordinated by Client when necessary.
- The WRTC will provide all available utility records/maps.
- The WRTC will provide existing topo base map (dwg or dgn format) if available.
- The WRTC will coordinate clear access to work area and utility manholes/vaults.
- Test hole reference points will be surveyed to project control by others.
- Current standards, requirements and available information apply to this proposal.
- Standard permitting process and times to obtain are in effect.
- If select test hole backfill material (slurry) is required by local jurisdiction(s), an additional cost-plus fee will apply.
- If pavement/concrete restoration other than the coring process previously described is required by local jurisdiction(s), an additional cost-plus fee will apply. (i.e. sidewalk panel replacement, patch work greater than 10" diameter core, driveway aprons etc)
- Test hole size measurements and centerline of utility and structures over 24" are difficult to obtain due to the small size of the test hole excavation. The nominal pipe size of these larger diameter pipes/structures are considered approximate unless an additional test hole is performed, which can be done as Additional Work.
- Measurement of utility size will be completed by hand measurements and will be recorded as Nominal Pipe Size (NPS). The nominal size may not match the outside dimension of the utility but will be within the nominal size standardized dimensions.

- Due to the small size of the test hole excavation, it is difficult to obtain measurement on more than one utility per test hole. KCI will obtain information on multiple utilities when possible.
 - No guarantee can be made that locating the top, bottom, width and configuration of duct bank utilities or slurry/concrete encased utilities can be achieved due to limited visual ability within standard test hole size and existing ground conditions for visual verification.
 - No guarantee can be made that all utilities will be discovered and located due to the many variables such as materials, depth, signal interference, lack of utility record information and environmental factors.
 - The Proposal does not include prevailing wage rates or project labor agreements rates (PLA).
 - Use of this service does not relieve others of their responsibility to notify USA North 811 Dig Alert prior to any additional excavation.
4. Verification of viability of existing conduit.: CONSULTANT will investigate the site to verify the viability of ITS conduit and pull boxes along Sullivan Lane from Greenbrae Drive to Victorian Avenue, El Rancho Drive from McCarran Blvd to Prater Way, and McCarran Boulevard from El Rancho Drive to Sullivan Lane. The CONSULTANT will scope the length of existing conduit to determine if the existing conduit has bent under stress and pressure from the surrounding soil, or if other external factors (adjacent construction) has damaged the pipe sufficiently that it cannot be utilized in its current condition.
 5. Utility coordination: Based on field investigations, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to verify utilities likely affected by the project are drawn on the plans, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.
 6. Traffic Signal Basis of Design: Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless vital details are obscured.
 7. A geotechnical evaluation will not be performed under this project as it is not required.
 8. Drainage Evaluations are not anticipated for this project and therefore excluded.
 9. Environmental Services are not anticipated for this project and therefore excluded.

C. 50% Design

1. Prepare 50% Plans and Specifications

- a. The construction plans will be on 11" x 17" size sheets and will show elements of the project construction, including plan/profile view, right-of-way lines, cross-sections and construction/slope limits. The plan set will include, as a minimum: Cover Sheet, Interconnect Plan Sheets (at 1"=40' scale, double banked), Traffic Signal Plan Sheets, Detail Sheets (scales as noted).
- b. Plan updates and further development. Prepare plans, and an OPC for RTC and Local Government review.

Project Plans (62) will include:

- i. Cover (1)
- ii. Sheet index (1)
- iii. General notes (1)
- iv. Project details (10)
- v. Project fiber splice details (10)
- vi. Plan sheets (39)
 - a. ITS Sheets (21) – Conduit, Fiber, Pull Boxes, Vault, etc.
 - b. Signal Sheets (10) – Retroreflective Backplates
 - c. Signal Sheets (8) – Internally Illuminated Street Name Signs for two signalized intersections.

(x) indicated the number of plan sheets

- c. CONSULTANT will conduct a project walk-through to evaluate that key aspects of the project scope have been captured.
- d. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that work items are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
- e. CONSULTANT will submit 50% Plans to RTC, City of Sparks, and to utility agencies.

D. 90% Design

- 1. Prepare 90% Plans and Specifications
 - a. CONSULTANT shall incorporate review comments from RTC, City of Sparks, and utility companies into the 90% design process. CONSULTANT shall conduct a 50% comment resolution meeting with the RTC and applicable commenters as part of this process.
 - b. Plan updates and further development. Prepare plans and an OPC for RTC

and Local Government review.

Project Plans (62) will include:

- c. Cover (1)
 - d. Sheet index (1)
 - e. General notes (1)
 - f. Project details (10)
 - g. Project fiber splice details (10)
 - h. Plan sheets (39)
 - a. ITS Sheets (21) – Conduit, Fiber, Pull Boxes, Vault, etc.
 - b. Signal Sheets (10) – Retroreflective Backplates
 - c. Signal Sheets (8) – Internally Illuminated Street Name Signs for two signalized intersections.
 - i. indicated the number of plan sheets
- i. Project Specifications: CONSUTLANT will prepare Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.
- j. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that work items are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
- k. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.
- l. CONSULTANT will submit 90% Plans to RTC, City of Sparks, and to utility agencies with a comment review matrix to document 50% comment responses.

E. Final Design (100% Signed and sealed bid documents)

1. CONSULTANT shall incorporate review comments from RTC, City of Sparks and utility companies into Final Construction Document process. CONSULTANT shall conduct a 90% comment resolution meeting with the RTC and applicable commenters as part of this process.
2. Prepare Final Plans and Specifications: Prepare Final Construction Plans, Contract Documents and Technical Specifications for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate via e-mail in MS Word format.

3. A PDF cover sheet with digital signature blocks will be produced at this submittal for routing to the agencies for project bidding.
4. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that work items are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.
5. The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Sparks, utility agencies and other affected parties for review at the 50%, 90%, and final (100%) stages of completion per the following:
 - a. Electronic (pdf) 11"x17" plans and specifications will be sent to the review agencies at each submittal including the final cover sheet which will be routed digitally.

F. Bidding Services

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

G. Construction Phase Services or Engineering During Construction (Sole Option and Discretion of RTC)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. The consultant shall provide staff to monitor the construction activities of the contractor. The consultant shall provide one part-time Resident Engineer (Dean Weitzel) (licensed as a professional engineer in the State of Nevada), one full time Inspector Tech IV (Jay

Smith), one part time technician/tester (qualified through the Nevada Alliance for Quality Transportation Construction (NAQTC process). Estimated time for each position on the project can be found in section 2 below. In addition to the inspection and testing listed here, the CONSULTANT shall provide a part time 2 person survey crew for use on the project as needed. The following tasks summarize the major elements of Construction Support Services anticipated with this project.

1. Contract Administration: Provide contract administration services as follows:
 - a. Pre-Construction Conference: CONSULTANT will lead a Pre-Construction Conference prior to commencement of Work at the Site. The WRTC Project Manager shall provide a pre-con agenda template.
 - b. Visits to Site and Observation of Construction: CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by RTC in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep RTC informed of the general progress of the Work. CONSULTANT shall also provide recommendations to RTC for any construction changes necessitated by field conditions.
 - c. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better perform the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide RTC a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - d. Review and provide recommendations on contractor's traffic control plans.

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

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

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

certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.

- q. Change Orders: CONSULTANT may recommend Change Orders to RTC, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- r. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

2. Inspection

- a. "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the RTC any observed deficiencies. The following tasks summarize the major elements of Inspection anticipated with this project.
- b. Construction of the project that requires inspection is anticipated at fifty-five (55) working days (11 weeks) and assumes that the construction on Sullivan Lane, El Rancho Drive and McCarran Boulevard will not occur concurrently. One full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments and paving (forty (40) working days anticipated). One part-time (2 hours per day) Resident Engineer (P.E.) will be on site during all working days (fifty-five (55) working days anticipated). The primary inspector will be responsible for the following items:
 - i. Attend the preconstruction conference.
 - ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
 - iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
 - iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.
 - v. Provide materials quantity reports and assist in reviewing and analyzing contractor's monthly progress payments.

- vi. Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
- vii. Assist in preparation of the Punch List.
- viii. Maintain a field blueline set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

3. Materials Testing

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

4. Surveying

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform Surveying services. The following tasks summarize the major elements of surveying anticipated with this project.
 - i. Establish and/or check survey control
 - ii. Provide offset stakes at 200'± interval (typ.) for location of fiber optics and associated boxes for project route.
 - 1. Sullivan Lane 4,400 LF
 - 2. El Rancho Dr. 7,900LF
 - iii. Provide survey information to the RTC.

5. As-Built Information

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

- ii. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.
- c. The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.
- d. Project Conformance and Quality Letter – Consultant shall provide Project Conformance and Quality Letter certifying that the project was constructed in conformance with the construction contract, plans, specifications, and permits (unless amended through approved changed orders) as overseen and verified through Consultant construction administration, inspection, and quality assurance testing. The letter shall note any exemptions that have been approved by the RTC.
 - i. The letter shall also include all the notable performance dates of the construction contract, including but not limited to notice to proceed, substantial completion, final completion, and warranty period.
 - ii. The letter shall be stamped by the Professional Engineer overseeing construction of the project.
 - iii. Attached to the letter shall include all daily inspection reports, minutes from construction meetings, contractor pay requests, change orders (contract allowances), material test results, non-conformance log, submittal log, RFI log, and other reports related to the conformance of the construction project.

I. Design/Construction Contingency

1. This is a contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval. A 10% contingency was added to the design tasks only.

Exhibit B

Compensation

EXHIBIT B

WRTC
Traffic Signal Fiber 26-01

Task No.	Task Description	Reid Kaiser Project Director	Will Johnson Senior ITS Engineer	Brent Froning Project Manager	Sarah Sutfin Project Engineer	Denise Hammond Project Representative	Alex Mancini QA/QC	Shari Jackson Administrative	Dean Weitzel Construction Administrator	Jay Smith Construction Inspector	Justin Sweetland Office Engineer	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
		Rates	\$ 353.00	\$ 335.00	\$ 185.00	\$ 140.00	\$ 120.00	\$ 230.00	\$ 125.00	\$ 250.00	\$ 190.00	\$ 190.00				
Task 1. PRELIMINARY AND GENERAL ITEMS (TASK A)																
1.1	Invoicing and Progress Reports			16		16		8				40	\$5,880			\$5,880
1.2	Project Management Plan			4		4		4				8	\$1,240			\$1,240
1.3	Quality Management Plan			4		4		4				8	\$1,240			\$1,240
1.4	Progress Meetings (16 meeting - 1 hour per meeting)	4	8	24				8				44	\$9,532			\$9,532
1.5	In person Coordination Meetings (4 - 1 hour meetings)	4	8	8				8				20	\$3,820	\$4,400		\$8,220
	Subtotal Task 1	4	12	56	0	16	0	32	0	0	0	120	\$21,712	\$4,400	\$0	\$26,112
Task 2. DATA COLLECTION, ANALYSIS AND DESIGN (TASK B)																
2.1	Investigate Existing Conditions and Field Inventory		6	6	24		2					38	\$6,040			\$6,040
2.2	Survey and Mapping		3	12	40		2					57	\$9,285			\$9,285
2.3	Subsurface Utility Investigation		3	8	4		2					17	\$3,505	\$62,524		\$66,029
2.4	Conduit Profiling		3	8	4		2					17	\$3,505	\$6,370		\$9,875
2.5	Utility Coordination		3	8	5							16	\$3,185			\$3,185
	Subtotal Task 2	0	18	42	77	0	8	0	0	0	0	145	\$26,420	\$0	\$68,894	\$95,314
Task 3. 50% DESIGN PHASE (TASK C)																
3.1	50% Design Topographic and ROW Mapping		3	16	10							29	\$5,365			\$5,365
3.2	50% Design Phase Plans		6	18	120		10			4		158	\$25,200			\$25,200
3.3	50% Design Phase Cost Estimate		6	6	8		2			4		26	\$5,460			\$5,460
3.4	50% Comment Resolution Meeting		3	6								9	\$2,115			\$2,115
	Subtotal Task 3	0	18	46	138	0	12	0	0	8	0	222	\$38,140	\$0	\$0	\$38,140
Task 4. 90% DESIGN PHASE (TASK D)																
4.1	90% Design Phase Plans		6	16	152		6		8	4		192	\$30,390			\$30,390
4.2	90% Design Phase Specifications		6	8	4		4			4		26	\$5,730			\$5,730
4.3	90% Design Phase Construction Cost Estimate		6	6	4		2			4		24	\$5,270			\$5,270
4.4	90% Comment Resolution Meeting		3	6								9	\$2,115			\$2,115
	Subtotal Task 4	0	21	38	160	0	12	0	8	12	0	251	\$43,595	\$0	\$0	\$43,595
Task 5. FINAL DESIGN PHASE - 100% SIGNED AND SEALED (TASK E)																
5.1	100% Design Phase Plans		3	8	80		6		8	4		109	\$17,825			\$17,825
5.2	100% Design Phase Specifications		2	8	8		4			4		26	\$4,950			\$4,950
5.3	100% Design Phase Construction Cost Estimate		2	2	4		2			4		14	\$2,820			\$2,820
5.4	100% Comment Resolution Meeting		3	6								9	\$2,115			\$2,115
	Subtotal Task 5	0	10	24	92	0	12	0	8	12	0	168	\$27,710	\$0	\$0	\$27,710
Task 6. BIDDING SERVICES (TASK F)																
6.1	Plan Set and Specification Distribution											0	\$0			\$0
6.2	Pre-bid Meeting		8	8	4				4	4		28	\$6,480			\$6,480
6.3	Bid Opening		4	4	2							10	\$2,360	\$1,100		\$3,460
	Subtotal Task 6	0	12	12	6	0	0	0	4	4	0	38	\$8,840	\$1,100	\$0	\$9,940
Task 7. DESIGN CONTINGENCY (TASK G) - OPTIONAL																
7.1	Design Contingency		32	84	168		14					298	\$53,000			\$53,000
	Subtotal Task 7	0	32	84	168	0	14	0	0	0	0	298	\$53,000	\$0	\$0	\$53,000
Task 8. CONSTRUCTION ADMINISTRATIONS (TASK H) - OPTIONAL																
8.1	Construction Administration		4	8				16	56	40		124	\$26,420			\$26,420
	Subtotal Task 8	0	4	8	0	0	0	16	56	40	0	124	\$26,420	\$0	\$0	\$26,420
Task 9. CONSTRUCTION INSPECTION (TASK I) - OPTIONAL																
9.1	Construction Inspection		4	8				60	240	80		392	\$78,620			\$78,620
	Subtotal Task 9	0	4	8	0	0	0	60	240	80	0	392	\$78,620	\$0	\$0	\$78,620
Task 10. CONSTRUCTION SURVEYING (TASK J) - OPTIONAL																
10.1	Construction Surveying		4	8				8	12			32	\$7,100		\$10,000	\$17,100
	Subtotal Task 10	0	4	8	0	0	0	8	12	0	0	32	\$7,100	\$0	\$10,000	\$17,100
Task 11. CONSTRUCTION MATERIALS TESTING (TASK K) - OPTIONAL																
11.1	Construction Materials Testing		4	8								12	\$2,820		\$43,030	\$45,850
	Subtotal Task 11	0	4	8	0	0	0	0	0	0	0	12	\$2,820	\$0	\$43,030	\$45,850
Task 12. CONSTRUCTION AS-BUILTS INFORMATION (TASK L) - OPTIONAL																
12.1	Construction As-Built Information		4	8	24				8	16		60	\$11,220			\$11,220
	Subtotal Task 12	0	4	8	24	0	0	0	8	16	0	60	\$11,220	\$0	\$0	\$11,220
Task 13. EDC CONTINGENCY (TASK M) - OPTIONAL																
13.1	EDC Contingency		0	0	0				80	300	24	404	\$81,560			\$81,560
	Subtotal Task 13	0	0	0	0	0	0	0	80	300	24	404	\$81,560	\$0	\$0	\$81,560
	Grand Total	4	143	342	665	16	58	48	232	644	104	2256	\$427,067	\$5,000	\$121,924	\$554,991

Exhibit C

Indemnification and Insurance Requirements

EXHIBIT C

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

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 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, NDOT and the 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, NDOT, and the 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: 11/15/2024

Agenda Item: 4.3.10

To: Regional Transportation Commission

From: LaShonn Ford, Project Manager

SUBJECT: RTC TSMO CMM Assessment

RECOMMENDED ACTION

Approve a contract with HDR Engineering, Inc., to conduct a Transportation Systems Management and Operations (TSMO) Capability Maturity Model (CMM) assessment of the RTC, in an amount not-to-exceed \$181,760.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with HDR Engineering, Inc. is for professional engineering services for the RTC TSMO CMM Assessment project, in the amount of \$181,760. Transportation Systems Management and Operations (TSMO), as defined by the Federal Highway Administration (FHWA), is a set of strategies that focus on operational improvements that can maintain and even restore the performance of the existing transportation system before additional capacity is needed. Conducting the assessment will identify existing TSMO activities occurring within the RTC, develop a roadmap with actionable items and a timeline for future TSMO planning within the RTC, and inform leadership on the next steps to advance TSMO. The targeted schedule for these services is as follows:

- Notice to Proceed: November 2024
- Stakeholder Surveys & Interviews: January 2025
- Draft Report: Spring 2025
- Final Report: Summer 2025

This item supports Strategic Roadmap Goal #4, "Proactively manage congestion" and FY2025 RTC Goal, "Begin implementation of ITS Master Plan and standup of Traffic Management Center: Initiate CMM Assessment".

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

03/18/2022 Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC has selected the CONSULTANT from the Traffic Engineering and ITS shortlist to perform a Transportation Systems Management and Operations (TSMO) Capability Maturity Model (CMM) assessment in connection with RTC TSMO CMM Assessment 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 September 30, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Exhibit A – Scope of Services. 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:

<u>Design Services</u>	<u>\$181,760.00</u>
Total Not-to-Exceed Amount	<u>\$181,760.00</u>

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC’s Project Manager is LaShonn Ford 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 Laycee Kolkman 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
LaShonn Ford, PE
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: lford@rtcwashoe.com
(775) 332-2136

CONSULTANT: Laycee Kolkman
Traffic Engineering Director
HDR Engineering, Inc.
9805 Double R Blvd, Suite 101
Reno, Nevada 89521
Email: Laycee.kolkman@hdrinc.com
Phone: (702) 573-6522

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

HDR ENGINEERING, INC.

By: _____
Signed by:
Craig Smart
B42E57E3FF64400...
Craig Smart, PE, Associate Vice President

Exhibit A

Scope of Services

EXHIBIT A
SCOPE OF SERVICES
for the
RTC TSMO CMM ASSESSMENT

Transportation Systems Management and Operations (TSMO), as defined by the Federal Highways Administration, is a set of strategies that focus on operational improvements that can maintain and even restore the performance of the existing transportation system before extra capacity is needed. Understanding the importance of improving the transportation system, the Regional Transportation Commission of Washoe County (RTC) is conducting a TSMO Capability Maturity Model (CMM) Assessment to identify existing TSMO activities occurring within each of its departments. The information gathered from this assessment will be scored and used to determine additional TSMO opportunities within the RTC. The goal of the TSMO CMM Assessment is to develop a roadmap with actionable items and a timeline for future TSMO planning within the RTC and inform leadership on the next steps in advancing TSMO. This scope of services includes facilitating a CMM workshop and preparing a summary report.

- A. Project Management** - Under this task, the CONSULTANT will manage the project scope, schedule, and budget and ensure that the RTC is informed of overall project progress.
- 1. Kickoff Meeting** - The CONSULTANT shall schedule and attend the kickoff meeting with RTC and prepare a meeting agenda. This meeting shall introduce key personnel, establish lines of communication, clarify RTC's requirements for the project, and identify key partner agency stakeholders, potential steering committee members, and other key external stakeholders.
 - 2. Project Progress Meetings** -The CONSULTANT shall schedule and attend bi-weekly progress meetings during the project to inform RTC of ongoing and planned work and discuss any needs of the CONSULTANT team. Each meeting is assumed to be one hour in length. The CONSULTANT shall prepare an agenda and meeting minutes for each progress meeting.
 - 3. Monthly Invoicing** - The CONSULTANT will provide monthly invoices in the standard format provided by RTC. Invoices will be accompanied by a cover letter explaining the general status of the project, including the work completed to date and the anticipated remaining efforts for the next billing cycle.
 - 4. Schedule** - The CONSULTANT shall develop a baseline schedule with milestones to depict the project workflow based on the tasks identified in this scope of work. The CONSULTANT will revise the schedule if needed with approval from RTC.
- B. Interview Planning, Preparation, and Summary** - Before each workshop, the CONSULTANT will prepare meeting materials for attendees to review and prepare for discussions. These materials will be distributed to all invited stakeholders.

1. **Stakeholder Identification** - With input and approval from RTC, a stakeholder contact list will be developed to identify the individuals/agencies involved in this project and define each stakeholder's role. Based upon our understanding of the operations of the RTC, the CONSULTANT recommends reaching out to representatives from the engineering, planning, public transportation, and executive departments to determine what TSMO strategies are currently employed within each department.
In addition to the selected internal departments of RTC, interviews should be conducted with RTC's external stakeholder agencies. These interviews will be limited to determining opportunities to improve collaboration between RTC and these external stakeholder agencies. The CONSULTANT recommends including the City of Reno, the City of Sparks, Washoe County, and NDOT in this additional process.
2. **Stakeholder Surveys** - Survey questions will be developed and submitted to each selected department and partner agency stakeholder prior to an in-depth interview. The information obtained from these surveys will help inform the specific content and context for the subsequent interview.
3. **Interview Material Preparation** - The CONSULTANT shall prepare meeting materials before each interview, including agendas, PowerPoint presentations, handouts, and briefing emails. The RTC will review and provide comments before distributing the materials to attendees. These materials should be sent out one week before the workshop to allow participants sufficient time for review.
4. **Meeting Minutes** - The CONSULTANT shall prepare and distribute meeting minutes following each interview. These minutes will summarize key discussion points, decisions, and action items with assigned responsibilities and deadlines.

C. **Outreach** - The surveys and interviews will focus on internal fact-finding about current TSMO activities in each department. The information gathered from the surveys and interviews will be documented and used to inform the development of the TSMO CMM Assessment scores. The RTC project team will then review these preliminary CMM Assessment scores to develop a consensus on the final scores.

1. **Stakeholder Kickoff Meeting** - The objective of this meeting is to educate internal and external stakeholders about TSMO, establish a shared understanding among all participants, and prepare for in-depth discussions in upcoming meetings. This kickoff meeting is anticipated to be two hours long.
 - Hour 1: Introduction to the project, goals, and TSMO.
 - Hour 2: In-depth discussion about CMM Assessment using breakout groups, followed by an introduction to the survey that each department will fill out.
2. **Department Interviews** - Before the department interviews, the CONSULTANT will send surveys to each department. The results will be reviewed before the interview to

tailor the discussion points based on the department’s responses. The goal of these interviews is to identify the TSMO activities occurring within each Department.

- Hour 1-2: Recap of CMM Assessment overview and review of survey results.
3. **Stakeholder Interviews** – The CONSULTANT shall schedule each in-depth interview at least one month in advance to ensure participants have adequate time to plan for in-person attendance. Using the information gathered from the surveys, the CONSULTANT will hold in-depth interviews with each selected partner agency stakeholder to gain additional details on their operations and how they relate to current TSMO strategies.
 4. **Review of Department Interviews and Defining Criteria Levels for the CMM Assessment** – The CONSULTANT will review and summarize the Department survey and interview notes before the meeting. The purpose of this meeting is to discuss the feedback from each of the selected departments with RTC’s PM to develop a CMM Assessment criteria.
 - Hour 1: Review Department Interview with RTC’s PM
 - Hour 2: Development of CMM Assessment criteria
 5. **CMM Assessment** – The CONSULTANT will hold a meeting with the RTC to conduct the CMM Assessment. Attendees should include multiple members of various levels for the selected departments. The purpose of this meeting is to gather scores from internal RTC departments regarding RTC’s maturity in the six capability dimensions.
 - Hour 1-2: Begin individual CMM Assessment (approximately 20 minutes for each dimension) with each department
 6. **Partner Agency CMM Assessment** – The CONSULTANT will hold a meeting with the partner agency stakeholders to conduct a CMM Assessment of the collaborative dimensions. The purpose of this meeting is to gather information from RTC’s partner agencies regarding RTC’s maturity in the collaborative capability dimensions.
 - Hour 1: Recap of TSMO and CMM Assessment Overview
 - Hour 2: Begin focused CMM Assessment on collaborative dimensions
 7. **CMM Assessment Results** – The CONSULTANT will review and summarize the results from the departmental and partner agency CMM Assessments prior to this meeting. The objective of this meeting is to discuss the results for each CMM criteria and come to a consensus on scoring.
 - Hour 1-3: Review results and develop consensus of scores
 - Hour 4: Next steps and action plan
- D. CMM Summary Report** – A summary report will be developed based on the feedback and outcomes of the outreach activities and CMM Assessment. The CMM Summary Report shall include a summary of action items for next steps.

WRTC CMM Assessment Schedule										
Tasks		2024		2025						
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July
1.1	Kickoff Meeting	█								
1.2	Project Progress Meetings	█	█	█	█	█	█	█	█	█
1.3	Monthly Invoicing	█	█	█	█	█	█	█	█	█
1.4	Schedule	█								
2.1	Stakeholder Identification		█	█						
2.2	Workshop Schedule		█	█						
2.3	Material Preparation		█	█	█	█	█	█	█	
2.4	Meeting Minutes		█	█	█	█	█	█	█	
3.1	Workshop #1			█	█					
3.2	Workshop #2				█	█				
3.3	Workshop #3					█	█			
3.4	Workshop #4						█	█		
4.1	CMM Summary Report				█	█	█	█	█	█

Exhibit B

Compensation

EXHIBIT B

Client Washoe RTC
Project Name CMM Assessment

Task No.	Task Description	Project Manager	Project Principal	Senior ITS Engineer	ITS Engineer	Traffic EIT	Project Accountant	Total HDR Labor Hours	Total HDR Labor (\$)	Travel Expenses (\$)	Meeting Materials (\$)	Total Cost (\$)
Rates		\$ 320.00	\$ 350.00	\$ 340.00	\$ 200.00	\$ 150.00	\$ 135.00					
Task A. Project Management												
1	Kickoff Meeting	4		4	4	4		16	\$4,040			\$4,040
2	Project Progress Meetings - biweekly for 9 months = 18 meetings	18		18	36	36		108	\$24,480			\$24,480
3	Monthly Invoicing	10					40	50	\$8,600			\$8,600
4	Schedule	2			8			10	\$2,240			\$2,240
Subtotal Task 1		34	0	22	48	40	40	184	\$39,360	\$0	\$0	\$39,360
Task B. Interview Planning, Preparation, and Summary												
1	Stakeholder Identification	2		4	4			10	\$2,800			\$2,800
2	Stakeholder Surveys	2		6	8	8		24	\$5,480			\$5,480
3	Interview Material Preparation	16		40	100	120		276	\$56,720			\$56,720
4	Meeting Minutes	4				20		24	\$4,280			\$4,280
Subtotal Task 2		24	0	50	112	148	0	334	\$69,280	\$0	\$0	\$69,280
Task C. Outreach												
1	Stakeholder Kickoff Meeting	2		2	4	8		16	\$3,320	\$3,000	\$1,000	\$7,320
2	Department Interviews	4		4	6			14	\$3,840	\$3,000	\$500	\$7,340
3	Stakeholder Interviews	2		10	12	8		32	\$7,640			
4	Review of Department Interviews and Defining Criteria Levels	2		2	4			8	\$2,120			\$2,120
5	CMM Assessment	4	6	4	6	10		30	\$7,440			\$7,440
6	Partner Agency CMM Assessment	4	6	4	6	10		30	\$7,440	\$3,000	\$1,000	\$11,440
7	CMM Assessment Results	2		2	4	8		16	\$3,320	\$3,000	\$500	\$6,820
Subtotal Task 3		20	12	28	42	44	0	146	\$35,120	\$12,000	\$3,000	\$42,480
Task D CMM Summary Report												
1	CMM Summary Report	8		12	60	80		160	\$30,640			\$30,640
Subtotal Task 4		8	0	12	60	80	0	160	\$30,640	\$0	\$0	\$30,640
Grand Total		86	12	112	262	312	40	824	\$174,400	\$12,000	\$3,000	\$181,760

Classification	Rate
Project Manager	\$ 320.00
Project Principal	\$ 350.00
Senior ITS Engineer	\$ 340.00
ITS Engineer	\$ 200.00
Traffic EIT	\$ 150.00
Project Accountant	\$ 135.00

Exhibit C

Indemnification and Insurance Requirements

EXHIBIT C

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

2022-07-08 Version

1. INTRODUCTION

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

12. 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: 11/15/2024

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Rail Study between the Reno/Sparks area and the TRIC

RECOMMENDED ACTION

Approve a contract with WSP USA, Inc., to conduct a study to evaluate the feasibility of developing a commuter or employee-access rail system to provide a reliable alternative mode of transportation for daily workforce commuting between the Reno/Sparks area and the Tahoe-Reno Industrial Center located in Storey County, in an amount not-to-exceed \$797,517.81.

BACKGROUND AND DISCUSSION

The RTC issued a Request for Proposal (RFP) in July 2024 to conduct a rail service planning study and supporting engineering analysis to assess the feasibility and define the conceptual requirements of a proposed commuter rail system between Reno-Sparks and the Tahoe-Reno Industrial Center. Proposals were received by the RTC from five qualified firms.

A three-person proposal evaluation team consisting of two RTC and one NDOT employees reviewed and ranked the proposals. The proposals were evaluated based on the criteria set forth in the RFP:

- 50% Qualifications of the Firm
- 20% Staffing and Project Organization
- 30% Work Plan/Project Understanding

Staff is recommending an award to WSP USA, Inc., as being the most advantageous and of the best value to the RTC. The attached contract includes three phases and if additional financial commitments cannot be secured, the executed contract will be limited to the phases that have been fully funded.

This item supports Strategic Roadmap Goal #4, "Proactively Manage Congestion" and FY2025 RTC Goal, "Initiate: TRIC Rail Implementation Plan".

FISCAL IMPACT

The FY 2025 budget included \$400,000 reserved for this study. Additional financial commitments have been pledged from outside agencies and companies (e.g., Storey County, Panasonic, Tesla) for a portion of the remaining cost. This contract will be executed by the Executive Director and will only be performed to the extent that sufficient funding has been obtained by RTC.

PREVIOUS BOARD ACTION

There has been no previous board action on this matter.

**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 WPS USA, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform the TRIC Rail Study in connection with RTC 24-07 TRIC Rail Study; and

WHEREAS, CONSULTANT submitted a 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 30, 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 for RTC 24-04. 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 A.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit A. 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	\$797,517.81
Total Not-to-Exceed Amount	\$797,517.81

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

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

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this scope of work in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such an 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 B 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 James Gee 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 Darwin Desen 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
James Gee
RTC Project Manager and Director of Public Transportation
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: jgee@rtcwashoe.com
(775) 335- 0020

CONSULTANT: Darwin Desen, PE
Project Manager
WSP USA Inc.
300 S. 4th St. STE.1200
Las Vegas, NV 89101
Email: Darwin.desen@wsp.com
Phone 214-521-1661

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

WPS USA, INC.

By: _____
John Maloney, PE

Exhibit A – Scope of Work and Compensation



WSP USA, Inc.
Contract No. XXX
Project No. XXX

Scope of Services
Tahoe Reno Industrial Center (TRIC)
Commuter Rail Feasibility Study

October 2024

GENERAL DESCRIPTION OF WORK:

The Regional Transportation Commission of Washoe County, Nevada (RTC) has contracted WSP USA, Inc. (WSP) to conduct this study to evaluate the feasibility of developing a commuter or employee-access rail system to provide a reliable alternative mode of transportation for daily workforce commuting between the Reno/Sparks area and the TRIC, located in Storey County. The study will assess the feasibility and define conceptual requirements and constraints for this conceptual commuter rail system. This system is anticipated to utilize existing Union Pacific Railroad (UPRR) right-of-way and mainline facilities to the extent possible dependent upon freight operations and capacity constraints, plus the current Amtrak station in Reno to the extent possible. The service is dependent upon funding and financing availability, freight operations and capacity constraints, local access potential at the TRIC, and customer access in general. The service would provide daily workforce transportation aligning with shift workers' commuting needs.

Additionally, the study will evaluate the potential to extend the existing industrial freight track to a location closer to the Tesla Gigafactory and other customers to provide additional freight rail intermodal service opportunities within the TRIC complex.

Finally, the study will also coordinate with Caltrans, CalSTA, and the Capitol Corridor Joint Powers Authority (CCJPA), who have been awarded a federal Corridor Identification and Development (CID) Program grant to evaluate opportunities to extend the existing Capitol Corridor passenger rail service eastward from its current terminus in Auburn, CA to Reno, in addition to other Bay Area connections. Coordination would mainly be in the areas of potential interface/overlap of passenger operations, infrastructure requirements, and capital costs. The projects could conceptually share layover and maintenance facilities and additional stations in the metro area.

This scope of work covers the development of the feasibility study necessary to evaluate the project requirements and constraints for implementation of the proposed work force commuter rail operation. Project activities include:

- Determining the potential impacts for the project,
- Beginning discussions about the proposed project with UPRR and the Nevada Department of Transportation (NDOT),
- Developing a concept-level design and engineer's estimate for the order of magnitude capital costs, and conceptual annual costs for operations and maintenance (O&M) of the proposed service.

Project Understanding - The TRIC is a major regional employment center with a current average daily workforce exceeding 22,000 employees. Several TRIC employers have plans for significant growth and are anticipating employment

to more than double over the next 10 years. Currently the only public access transportation corridor available between Reno/Sparks and the TRIC is I-80, which is a heavily traveled and severely congested four-lane highway that is constrained by the mountainous topography, the Truckee River, and the UPRR mainline; there are no alternative routes. NDOT is currently working through the NEPA process for the I-80 East Widening project between Reno/Sparks and USA Parkway at the north entrance to the TRIC. NDOT anticipates construction to begin in the 2025/2026 timeframe and take several years to complete, which will severely impact travel to and from the TRIC.

The Union Pacific Railroad parallels I-80 through central Reno and Sparks, and in the sparsely developed Truckee River canyon area between Sparks and the TRIC. The distance between the Reno Amtrak station in downtown Reno and an access point to the TRIC (USA Parkway) is approximately 19 miles. The majority of the UPRR corridor in the study area consists of double-tracked mainline with multiple yard areas and industrial access sidings in the corridor. More than 6 miles of the corridor is currently single track mainline in a geographically constrained area near the Truckee River and abutting rock formations. In addition to freight movements, the UPRR mainline currently hosts one daily passenger rail round trip: the Amtrak *California Zephyr* long-distance route connecting the San Francisco Bay Area with Chicago via Sacramento, Reno, Salt Lake City and Denver.

The Economic Development Authority of Western Nevada (EDAWN) estimates that 75% or more of TRIC employees live north of I-80 in the Reno/Sparks area and commute daily via I-80 to the TRIC. NDOT estimates there are 2,400 vehicles per hour commuting in both directions between Reno/ Sparks and the TRIC during peak morning (7 AM–9 AM) and evening (4 PM–6 PM) shift change periods. RTC, EDAWN, and several major TRIC employers are interested in exploring alternative modes of transportation such as commuter rail to minimize or eliminate the impact to workforce commuters during construction of I-80 and beyond, and to accommodate anticipated growth at TRIC and in the Reno/ Sparks area. Current RTC Vanpool and private rideshare programs will be significantly impacted by the I-80 widening construction work and it appears critical to evaluate other transportation alternatives.

Services to be provided - This Scope of Work covers the development of a Feasibility Study in order to evaluate the project requirements and constraints for implementation of a commuter rail operation, determine the potential impacts for the project, begin discussions about the proposed project with UPRR and NDOT, develop a concept-level design and an engineer's estimate for the order of magnitude capital costs, and concept-level annual costs for operations and maintenance (O&M) of the proposed commuter rail service.

RTC will provide WSP with any applicable available topographic survey base mapping and aerial imagery related to the cities of Reno and Sparks, and for the Tahoe Reno Industrial Center area. RTC will also provide WSP with any previous studies that would be applicable to the evaluation of the proposed commuter rail service. WSP will also conduct a data search of available sources for additional base mapping related to the study area.

WSP anticipates that the project duration will be approximately 6 months. Extensions in time of this phase based on delays from obtaining needed data, input, feedback, or acceptance from Stakeholders of concepts evaluated may result in additional project costs and/or lengthened schedule. The scope of services for this study will be performed on a time and materials basis, not to exceed the fee shown in the attached fee proposal based on the Scope of Work outlined herein. If additional scope is required, a subsequent contract modification will be submitted to RTC for approval prior to beginning any additional work. WSP will invoice RTC monthly for the actual hours of the work required for the Scope of Work and for efforts required to perform this study.

The study area limits are represented in the graphic below, to be limited to the UPRR track alignment between the Reno-Sparks metropolitan area and the Tahoe Reno Industrial Center and key stakeholders within the TRIC complex.



TASK 1.0 - PROJECT MANAGEMENT AND COORDINATION

The WSP Project Manager, in coordination with the RTC Project Manager, will be responsible for directing and coordinating all WSP team activities associated with this study. The work under this task includes providing project management and coordination of all activities throughout the life of the project including scheduling and conducting meetings, development of meeting agendas, minutes, and action item logs, development of all project documentation, and submittals. Project Management includes project set-up, monthly invoicing, and project tracking.

Project Coordination includes meetings throughout the project to coordinate work tasks and provide progress updates to RTC and key stakeholders to be defined in collaboration with RTC. WSP assumes that coordination will only be with the identified key stakeholders and that no public involvement will be conducted for this study.

This task is anticipated to include the following:

- 1) Project Management and Contract Management for an estimated duration of 6 months from Notice to Proceed.
- 2) Project Kick-Off Meeting and Planning Charrette – this meeting will be conducted immediately upon award and Notice to Proceed (NTP). This meeting is intended to be an in-person kick-off meeting with RTC, EDawn, and other key stakeholders identified by RTC, to be conducted in RTC’s office. The purposes of this meeting include:
 - a) To confirm the study goals and objectives, scope of work and deliverables, schedule, budget, follow on meetings, and other study and contract requirements.
 - b) To identify all applicable studies conducted to date that need to be considered and/or incorporated into the study.
 - c) To identify all key TRIC and other stakeholders that need to be engaged in defining the study parameters and identify an effective employer outreach process given the study’s constraints.
 - d) To discuss the potential freight rail opportunities to be considered for UPRR engagement.

- e) Conduct a site/field visit to view the UPRR/I-80 corridor and the TRIC development.
- 3) Conduct weekly WSP team meetings – to be conducted virtually via Microsoft TEAMS to track progress and provide team direction as the study progresses
- 4) Conduct bi-weekly progress meetings with RTC – to be conducted virtually via Microsoft TEAMS to provide progress updates and respond to questions as the study progresses.
- 5) Participate and/or conduct in-person meetings with RTC - WSP assumes two (2) in-person meetings are required for key deliverables, supporting RTC during Board meetings, and/or key stakeholder meetings. All in-person meetings will include preparation for meeting, agenda development, and meeting minutes.
- 6) Conduct meetings with Caltrans and the Capitol Corridor Joint Powers Authority (CCJPA) – to be conducted virtually via Microsoft TEAMS. The Federal Railroad Administration (FRA) awarded CalSTA with a Corridor ID grant to study an extension of the existing Capitol Corridor service eastward from Auburn, CA to Reno, NV. WSP will conduct coordination meetings with CalSTA, Caltrans and CCJPA on potential interface/overlap with the RTC TRIC Rail Study, both in terms of service and project footprint. WSP will meet with these state entities up to three (3) times via TEAMS to determine the scope of their Reno extension project, and coordinate on items of mutual interest. RTC and key stakeholders will be included in all meetings as desired.
- 7) Conduct a final in-person meeting with RTC and key stakeholders (included in the previous count) to present study findings and discuss next steps.

A meeting agenda, meeting minutes, action item list, and decision tracking log will be developed for each meeting to document progress.

ASSUMPTIONS: It is assumed that all meetings not previously identified as in-person will be conducted virtually and do not require travel.

DELIVERABLES: Meeting Agenda (Electronic PDF), Meeting Minutes (Electronic PDF), Decision Tracking Log (Provided with Meeting Minutes), Action Items Log (Provided with Meeting Minutes)

TASK 2.0 – PLANNING AND SYSTEM REQUIREMENTS

The work under this task will develop a conceptual level of understanding of requirements related to operations and maintenance of the proposed commuter rail system. WSP will develop a feasibility concept report concentrating on service planning, operations and maintenance, equipment and facility requirements, and costs associated with annual operations & maintenance of the proposed commuter service.

The planning task will be accomplished in three (3) phases focused on development of system elements required to achieve progressive understanding of the project requirements needed to gain UPRR and stakeholder support. The level of development at each phase is described below.

This task is anticipated to include the following:

Planning Phase 1

- 1) **Data Collection and Review of Previous Studies:** WSP will conduct a site visit and review previous studies and documents identified during the kick-off meeting to determine what previous recommendations and data should be incorporated into the feasibility study. The WSP team’s goal is to build on the previous work and investment completed to date. It will be important to understand the data used as the basis of previous studies and to

determine if the data remains applicable or if it needs to be modified and reevaluated to represent current conditions.

- 2) Existing Conditions & Operational Requirements Identification: WSP will organize information on the existing physical and operating conditions of the proposed route to inform the system planning analysis process. We will work with RTC to identify the relevant previous state and regional transportation studies to be incorporated or updated for use in this study. We will document any assumptions and/or gaps in our knowledge by working closely with RTC and other key stakeholders.
- 3) Conduct TRIC and Other Stakeholder Engagement: The WSP team will contact key TRIC stakeholders to set up meetings to be conducted virtually via Microsoft TEAMS and/or in person when possible. WSP will coordinate, schedule, and conduct meetings with key TRIC stakeholders. These meetings will discuss the purpose and scope of the proposed commuter rail service, current and future staffing requirements, and desired commuter service parameters. The meeting will allow for stakeholder input during the development of the Study. This employment data will become the basis of the potential commuter demand that we will use to develop the service plan. This initial meeting will also be used to enquire about existing and future freight shipping needs for each TRIC stakeholder to identify the potential and need for additional freight rail services and potential containerized shipping operations.
- 4) Develop commuter system base mainline operational requirements concept (excluding Rail Traffic Controller line simulation)
 - a) Operating on existing network including UPRR single track mainline
 - b) Operating on conceptual double track mainline
 - c) Operating on a dedicated mainline separate from UPRR mainline (single track with passing sidings and/or double track)
- 5) Evaluate impacts to existing UPRR operations
- 6) Develop freight concepts to mitigate impacts and/or increase freight rail business
 - a) Mainline passing sidings
 - b) Double track mainline
 - c) Develop intermodal / inland port facility at TRIC
 - d) Extend freight rail access to key TRIC stakeholders
- 7) Conduct a meeting with UPRR (Meeting #1) to present proposed commuter rail concept with alternatives to mitigate impacts to freight operations and proposed opportunities to grow freight business. This meeting will establish the baseline of UPRR's interest and/or willingness to consider the proposed commuter rail operation, and will establish UPRR's initial thoughts, concerns, and requirements to be addressed for the project to move forward. 6) Conduct meetings with UPRR – to be conducted virtually via Microsoft TEAMS and/or in person when possible. WSP will coordinate, schedule, and conduct meetings with UPRR. The purpose of these meetings will be to present the proposed commuter rail concept and operational parameters along with concepts to improve freight rail operations and/or opportunities for additional freight business. WSP assumes up to three (3) UPRR meetings are anticipated for this coordination, each of one hour duration plus time for agenda preparation and meeting minutes

Planning Phase 2

- 1) Evaluate UPRR's initial thoughts, concerns, and requirements established in the initial meeting (Meeting #1) from Planning Phase 1 above. The WSP team will work directly with RTC to address comments received from UPRR to determine:

- a) Opportunities to mitigate UPRR concerns and/or requirements
 - b) Evaluate feasibility of proposed concepts and mitigation requirements
 - c) Identify preferred concept(s) and next steps
- 2) Modify preferred concept(s) to include appropriate detail to develop order of magnitude cost estimates to include capital costs and operations & maintenance costs.
 - 3) Station and O&M Facility concept planning: WSP will work with RTC and project stakeholders to develop station and O&M Facility concepts and location alternatives, including opportunities to stage and layover the proposed commuter/workforce rail equipment off the UPRR mainline. Concept plans will include a plan view layout to illustrate the size and configuration, operational layout, train storage, car parking, bus and other transportation accommodations, and a description of amenities and equipment requirements.
 - 4) Conduct conceptual-level first and last mile connectivity analysis for station locations in Reno/Sparks and for circulation within the TRIC. This will include a cursory evaluation of existing transit services that could provide multimodal connections at the proposed station locations.
 - 5) Conduct TRIC and Other Stakeholder Engagement: WSP will conduct a second round of stakeholder meetings to present development of commuter system concept(s) and freight mitigation requirements.
 - 6) Conduct a second meeting with UPRR (Meeting #2) to present refinement of proposed commuter and freight concept(s). This meeting will gauge UPRR's interest and/or willingness to consider the proposed commuter rail operation and whether the proposed project has the ability to move forward or not.
 - 7) Identify potential grant opportunities.

Planning Phase 3

- 1) Evaluate UPRR's thoughts, concerns, and requirements from meeting in Planning Phase 2 above. WSP will work directly with RTC to address comments received from UPRR to determine:
 - a) Opportunities to mitigate UPRR concerns and/or requirements
 - b) Evaluate feasibility of proposed concepts and mitigation requirements
 - c) Identify preferred concept(s) and next steps
- 2) Modify preferred concept(s) to include appropriate detail to develop order of magnitude cost estimates to include capital costs, operations and maintenance costs.
- 3) Conduct third meeting with UPRR (Meeting #3) to present refinement of proposed commuter and freight concept(s). This meeting is intended to gain UPRR acceptance of the preferred commuter rail system and proposed freight improvements concept and their willingness to work with RTC to advance the proposed project.
- 4) Identify potential grant opportunities
- 5) Develop final planning report to include:
 - a) Documentation of past study efforts (if any have been completed to date)
 - (1) Compile previous analysis and data on proposed corridor
 - (2) Develop summary of findings from previous reports
 - (3) Identify gaps in previous studies
 - b) Stakeholder Engagement/Input
 - (1) Determine local stakeholders and set meetings

- (2) Identify key origins and destinations
- (3) Develop potential station locations with the cooperation of stakeholders and the conceptual design team
- (4) Determine service level for commuter rail service. This is assumed to be limited morning and evening operations only to provide commuter services to match shift worker schedules
- c) Current Conditions, in cooperation with the conceptual design team
 - (1) Description of existing corridor
 - (2) Physical challenges and choke points (single track and geographical/physical constraints)
 - (3) Right of Way evaluation (to determine properties owned by UPRR)
 - (4) Freight operations in the corridor
- d) Rail Service Planning
 - (1) Perform train performance calculations to determine point to point running times
 - (2) Develop service plans by day and time period, including railroad equipment type assumptions
 - (3) Develop detailed timetable in Viriato for the proposed rail service, including station dwell times and layovers
 - (4) Develop Viriato model with UPRR trains included to resolve conflicts and identify slots for future commuter rail service (Note: this assumes that UPRR will provide current train data)
 - (5) Analyze service plan to determine needed infrastructure improvements, in cooperation with the conceptual design team
 - (6) Generate schedule files for Rail Traffic Controller models for future use in modeling the proposed network
 - (7) Prepare service-related inputs for the operations & maintenance (O&M) cost model
 - (8) Develop the rolling stock fleet requirement for the O&M cost model
 - (9) Develop alternatives for Service and Inspection (S&I)/Maintenance facility, in cooperation with the conceptual design team
 - (10) Develop crew requirements and schedules for the O&M cost model
 - (11) Complete the O&M cost model
 - (12) Develop a capital cost model for required infrastructure improvements, railroad equipment and facilities.
- e) Proposed freight improvement required to mitigate commuter service
- f) Proposed new freight business opportunities

DELIVERABLES: Draft and Final report (Electronic PDF)

TASK 3.0 - CONCEPTUAL DESIGN

The work under this task will develop a conceptual trackwork design to the level of detail necessary to evaluate the required modifications to implement the proposed commuter rail service. Conceptual design will be developed to identify the project footprint, construction phasing, preliminary quantities, and estimated construction costs for trackwork, signalization, Service and Inspection (S&I)/Maintenance facilities, storage and layover yards and other facilities, stations, and associated improvements required to implement the proposed commuter rail system.

WSP will develop a feasibility-level concept for the rail and facilities infrastructure including required improvements associated with UPRR's Nevada Subdivision mainline between Reno-Sparks and the Tahoe Reno Industrial Center (TRIC). All track design will be in conformance with UPRR mainline standards and other applicable industry standards for joint use passenger and freight rail operations of similar size and operational characteristics.

The effort associated with the conceptual design task will be progressed in parallel with and in support of Task 2.0 - Planning and System Requirements phases as described above to be accomplished in three (3) phases. The level of development at each phase is described below.

This task is anticipated to include the following:

Phase 1

- 1) Data Collection and Base Mapping – WSP assumes that RTC will provide any applicable available topographic survey base mapping and aerial imagery related to the cities of Reno and Sparks, and for the Tahoe Reno Industrial Center area for use during this study. WSP also assumes that NDOT will provide applicable topographic survey mapping and aerial imagery associated with the I-80 corridor widening project between Sparks and the TRIC. WSP will also conduct a data search of other available base mapping sources that are relevant to the study purpose and area. WSP will develop a project base map utilizing the best applicable data received for the study. No additional surveys will be progressed for this study.
- 2) Existing Conditions – the engineering team will utilize the base mapping to document the existing conditions including track class of track, locations where a second main track can and cannot be constructed, and structure types and sizes along the alignment that create specific challenges.
- 3) Commuter Rail Concept Alternatives – WSP will develop up to three alternatives for mainline improvements to accommodate the proposed commuter service from Reno/Sparks to TRIC. Alternatives will illustrate the conceptual horizontal alignment with centerline offset from existing mainline and typical sections at critical locations. The alternatives will also illustrate approximate locations for stations, maintenance facility, and storage and layover yards.
- 4) Freight concepts – WSP will develop concept layouts to increase freight rail business opportunities.
 - a) Intermodal facility at TRIC
 - b) Extend freight rail access to key TRIC stakeholders
- 5) Develop presentation materials to support meeting #1 with UPRR to discuss proposed commuter service and freight rail development opportunities.

Phase 2

- 1) Address UPRR's comments from meeting #1 and incorporate additional detail to a 10% design level of detail for the preferred alternative. WSP will work directly with RTC to address comments received from UPRR.
- 2) Modify Preferred concept(s) to support development of cost estimates.
- 3) Station and O&M Facility layouts to support planning and cost estimates.
- 4) Develop presentation materials to support meeting #2 with UPRR to present modifications made to address comments.
- 5) Develop 10% conceptual plans – upon conclusion of UPRR meeting #2 and any additional comments, WSP will develop a 10% level design in accordance with UPRR standards for the preferred alternative to include:
 1. Cover Sheet
 2. General Notes
 3. Horizontal Alignment
 4. Vertical Profile

5. Typical Sections at critical locations
 6. UPRR design standards for mainline track improvements
 7. Summary of primary elements and facilities required for proposed improvements
- 6) Submit 10% design package to UPRR for review and one round of revisions based on received comments.
 - 7) Quantity take-offs to support development order of magnitude cost estimates for all planned improvements included in the preferred alternative.

Phase 3

- 1) Address UPRR's comments from 10% design submittal and incorporate additional detail to complete the 10% design package to be included in the final report. WSP will work directly with RTC to address comments received from UPRR.

DELIVERABLES: Conceptual Plans and Summary Report (Electronic PDF) (Draft and Final)

EXCLUSIONS:

Services excluded from this Scope of Work include, but are not limited to:

1. Field Survey
2. Geotechnical Exploration and/or Evaluation
3. Subsurface Utility Evaluation (SUE)
4. Permits and associated fees
5. Field work and/or associated project travel
6. Environmental and historical evaluations
7. Public Involvement
8. Grant writing and submission.

ATTACHMENTS

1. Fee Proposal

**WSP USA Inc.
Washoe RTC - TRIC Rail Study
FEE PROPOSAL - DETAIL - October 17, 2024**

Task Description		Total	
		Hours	Costs
1.0	Project Management and Corrdination	243	\$72,758.39
2.0	Planning and Systems Requirements	1619	\$399,511.61
3.0	Conceptual Design & Cost Estimate	1810	\$304,965.81
	TOTAL	3672	\$777,235.81
	DIRECT COSTS		\$20,282.00
	GRAND TOTAL		\$797,517.81

Phase 1		Phase 2		Phase 3	
Hours	Costs	Hours	Costs	Hours	Costs
107	\$31,622.39	59	\$17,728.67	77	\$23,407.32
807	\$196,032.59	528	\$132,869.01	284	\$70,610.01
1098	\$187,849.30	644	\$107,323.47	68	\$9,793.04
2012	\$415,504.28	1231	\$257,921.16	429	\$103,810.38
	\$8,427.33		\$5,927.33		\$5,927.33
	\$423,931.61		\$263,848.49		\$109,737.71

WSP USA Inc.
Washoe RTC - TRIC Rail Study
FEE PROPOSAL - DETAIL - October 17, 2024

		Darwin Desen	Peter Voorhees	Melanie Monarco	Joe Black	Total Hours	Total Cost
	Contract Billable Rates	\$408.15	\$248.84	\$211.37	\$338.36		
NO.	TASK						
1.0	PROJECT MANAGEMENT and COORDINATION						
1	Project Management & Contract Management						
2	Project Kick-Off / Planning Charrette (in person)	16	16	16		48	\$13,893.72
3	Weekly WSP team meetings (via TEAMS)	26	26	26		78	\$22,577.30
4	Bi-Weekly Progress Meetings with RTC (via TEAMS)	13	13	13		39	\$11,288.65
5	In-Person meetings with RTC	16	16	4		36	\$11,357.30
6	Meetings with Caltrans and CCJPA	8	8		8	24	\$7,962.78
7	Final in-person meeting with RTC	8	8	2		18	\$5,678.65
	SUBTOTAL PROJECT MANAGEMENT and COORDINATION	87	87	61	8	243	\$72,758.39

WSP USA Inc.
Washoe RTC - TRIC Rail Study

FEE PROPOSAL - DETAIL - October 17, 2024

NO.	TASK	PM	System Planning	Planning Support	Route & Service Planning	Operations Analysis	Station Area Planning	Multimodal Planning	Fleet Planning	Stations and Facilities		O&M Cost Estimate		CapEx Cost Est	Grant Strategy			Stakeholder Engagement			Enviro Scan	Total Hours	Total Cost				
		Darwin Diesen - PM	Peter Voorhees - System Plann	Hanakura Yu - Planning Suppor	Tim Rosenberger - Route & Ser	Luke Derochers - Ops Analysis	Bryan Robinson - Station Area	Thomas Tumola - Multimodal P	Stephen Jacobs - Fleet Plannin	Jim Gast - Stations & Facilities	Andy Immoth - Stations & Faci	Lauren German - O&M Cost Est	Marco Inmao - O&M Cost Est	Tim Curtin - CapEx Cost Est	Liz Neely - Grant Strategy Lead	Roberto Sierra - Grant Strategy	Alex King - Grant Strategy	Ryan Hawkes - Grant Applicatio	Lee Gibson - Stakeholder Enga	Chad Anson	Art Sperber			Andrea Engelman	Project Admin		
	Contract Billable Rates	\$408.15	\$248.84	\$163.26	\$243.97	\$161.38	\$215.34	\$269.43	\$205.27	\$433.05	\$327.75	\$239.56	\$226.12	\$284.97	\$273.11	\$262.88	\$266.85	\$217.08	\$380.94	\$380.94	\$217.68	\$217.68	\$163.26				
2.0 PLANNING AND SYSTEM REQUIREMENTS																											
Planning Phase 1																											
1	Data Collection / Review Previous Studies	1	8		8	8																	25	\$5,641.64			
2	Existing Conditions & Operational Requirements Identification	1	12	12	8	12															40	60	60	40	24	85	\$17,948.90
3	TRIC & Stakeholder Engagement	4	40	16																						244	\$69,271.60
4	Develop commuter system base mainline operational requirements	1	60	60	40	80			24	8	40	24	24	24												385	\$87,319.66
5	Evaluate impacts to existing UPRR operations	1	4		8	16																				29	\$5,937.36
6	Develop freight concepts to mitigate impacts	1	4		4	4																				13	\$3,024.90
7	UPRR Engagement - Meeting #1	8	8	8																			2	26	\$6,888.52		
Planning Phase 2																											
1	Evaluate UPRR comments from Meeting #1	1	4	4	4	4																				17	\$3,677.94
2	Modify preferred concept(s)	1	4	4	4	8																				21	\$4,323.48
3	Station and O&M Facility concept planning	1	16	56	10		24			8	24	12	12	12												195	\$45,831.69
4	Conduct concept level first and last mile connectivity	1	24		24			40																		89	\$23,012.82
5	TRIC & Stakeholder Engagement	4	24																24	24	24			24	124	\$35,032.52	
6	UPRR Engagement - Meeting #2	8	8	8																			2	26	\$6,888.52		
7	Identify grant opportunities													8	24	8	16									56	\$14,102.04
Planning Phase 3																											
1	Evaluate UPRR comments from Meeting #2	1	4		4	4																				13	\$3,024.90
2	Modify preferred concept(s)	1	4		4	8																				17	\$3,670.43
3	UPRR Engagement - Meeting #3	8	8	8																			2	26	\$6,888.52		
4	Identify grant opportunities													8	16	8	16									48	\$11,999.02
5	Develop final planning report	4	24	8	8	4	4	4		4	12	8	16	16	4	8			8	8				40	180	\$45,027.14	
SUBTOTAL		47	256	184	126	148	28	44	24	20	76	44	52	52	20	48	16	32	72	92	84	60	94	1619	\$399,511.61		

WSP USA Inc.
Washoe RTC - TRIC Rail Study
FEE PROPOSAL - DETAIL - October 17, 2024

		PM	QA/QC	Eng Lead	Civil	Bridges & Struct	Systems		Track & Civil		Station & Facilities					Total Hours	Total Cost	
		Darwin Desen	Tom Taylor	Melanie Manarco	Mukesh Khadka	Kaushal Shah	Bill Keyes	Patrick Ashley (Signal/Syst)	Jeff Hill (Track/Civil)	Ryan Duffett (Track/Civil)	Jim Gast	Andy Immroth	Mapping Data	CADD	Project Admin			
NO.	TASK	\$408.15	\$261.05	\$211.37	\$326.52	\$310.47	\$361.49	\$227.23	\$178.83	\$109.00	\$433.05	\$327.75	\$190.47	\$98.12	\$163.26	\$0		
3.0	Conceptual Design & Cost Estimate																	
	Phase 1																	
1	Data Collection / Base Map Development			4						24			24	40			93	\$12,365.82
2	Existing Conditions			12		4				24				16			57	\$8,372.45
3	Commuter Rail Concept Alternatives	4	20	50	32	16			60	150	24	40		80			476	\$91,271.01
4	Freight Concepts	4	20	50	32	8			60	150				80			404	\$65,284.22
5	Develop Presentation Materials for UPRR Meeting #1	4		8						16				16	24		68	\$10,555.80
	Phase 2																	
1	Address UPRR Comments from Meeting #1	4		24						24				24	4		80	\$12,329.46
2	Modify preferred concept(s)	2		8						24				24			58	\$7,478.22
3	Station and O&M Facility layouts	2									16	24		24			66	\$17,965.88
4	Develop Presentation Materials for UPRR Meeting #2	4		8						16				16	24		68	\$10,555.80
5	Develop 10% Concept Plans for Preferred Alternative	4	24	24	8	8	4	24	24	100				60			280	\$46,045.56
6	Submit 10% design to UPRR	2		8						16				16	8		50	\$7,127.32
7	Quantity take-offs to support Cost Estimate	2		8						16				16			42	\$5,821.23
	Phase 3																	
1	Address UPRR comments from 10% design package submittal	4		12						24				24	4		68	\$9,793.04
	SUBTOTAL	38	64	216	72	36	4	24	144	584	40	64	24	436	64		1810	\$304,965.81

DIRECT COSTS								
ITEM						Quantity	Rate	TOTAL COST
Xerox Copies							\$0.20	\$0.00
Postage (not to exceed Current Federal Rates)							\$0.50	\$0.00
Overnight (Fed-Ex)							\$25.00	\$0.00
Courier Service							\$25.00	\$0.00
Reproduction - Plans (11" x 17" Sheets x 50 Sheets/Set)							\$10.00	\$0.00
Subtotal Directs (non-Travel)								\$0.00
Task Related Expenses								
Topographic Mapping and Aerial Imagery								\$2,500.00
								\$2,500.00
	Kick-Off Meeting	In-Person Meeting #1	In-Person Meeting #2	Final Presentation				
Travel								
Days/Trip	2	2	2	2				
Staff/Trip	3	3	3	3				
Air Fare	3	3	3	3		12	\$800.00	\$9,600.00
Lodging (Days)	6	6	6	6		24	\$200.00	\$4,800.00
Meals (Days)	6	6	6	6		24	\$60.00	\$1,440.00
Auto Rental including fuel (Days)	2	2	2	2		8	\$150.00	\$1,200.00
Taxi / Ground Transportation						0	\$24.00	\$0.00
Tolls						0	\$50.00	\$0.00
Parking (Days)	6	6	6	6		24	\$20.00	\$480.00
Mileage	100	100	100	100		400	\$0.655	\$262.00
Equipment Rental						0	\$200.000	\$0.00
Subtotal Travel								\$17,782.00
TOTAL ODC's								\$20,282.00

Exhibit B Insurance and Indemnification

**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, 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 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, 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 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: 11/15/2024

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Contribution Agreement with the Downtown Reno Business Improvement District

RECOMMENDED ACTION

Approve a Contribution Agreement with the Downtown Reno Business Improvement District, a private Nevada nonprofit corporation, in an amount not-to-exceed \$100,000 per year for three years for transit related purposes, including ambassador services, cleaning/maintenance services, augmented police services, and other special services within the Reno Business Improvement District located in the vicinity of downtown Reno.

BACKGROUND AND DISCUSSION

The City of Reno, pursuant to Ordinance No. 6455 adopted March 16, 2018, authorized the creation of the Downtown Reno Business Improvement District (BID) within the downtown Reno geographic area. The Downtown Reno Business Improvement District, a private Nevada nonprofit corporation (the “Downtown Reno Partnership”), was contracted by the City of Reno to manage and operate the BID. In January 2019, the RTC Board authorized the contribution of funds to the Downtown Reno Partnership for the purposes referenced above. The current three-year agreement will expire December 31, 2024. The agreement was for \$100,000 annually, or \$300,000 total.

This proposed Contribution Agreement will be for three years spanning FY 2025 through FY 2028. The terms of the agreement are substantially similar to the current agreement. RTC will contribute \$100,000 annually. RTC’s contributions may only be used for certain specified transit related services. These services include i) augmenting Reno Police services which support activities, services and programs related to transportation, including enhanced patrols and policing services in and around the 4th Street Station, major transportation corridors such as 4th Street and Virginia Street near RTC-owned transportation-related assets, and within streets located along RTC bus routes; ii) operation of a Clean and Safe Program, including in and around the 4th Street Station and RTC-owned assets, along major transportation corridors and along RTC bus routes within the downtown corridor; and iii) providing sanitation, street and sidewalk cleaning services including on demand spot cleaning in and around the 4th Street Station and RTC-owned assets, along major transportation corridors and along RTC bus routes within the downtown corridor.

An accounting may be conducted, at least annually, and if it is determined that any part of any RTC contribution was not used as set forth in the agreement, then portions of the RTC Contributions not utilized for such purposes shall be refunded to the RTC.

FISCAL IMPACT

Sales tax appropriations have been included in the FY 2025 budget for this item.

PREVIOUS BOARD ACTION

10/15/2021 Approved a Contribution Agreement with the Downtown Reno Business Improvement District, in an amount not-to-exceed \$100,000 per year for three years for transit related purposes.

CONTRIBUTION AGREEMENT

This Contribution Agreement (the “Agreement”) is dated and effective this January 1, 2025, by and among the Regional Transportation Commission of Washoe County (the “RTC”) and the Downtown Reno Business Improvement District, a private Nevada nonprofit corporation (the “Downtown Reno Partnership”).

RECITALS

WHEREAS, through the “Consolidated Local Improvement Law” (Chapter 271 of the Nevada Revised Statutes), counties, cities and towns are permitted to create Neighborhood Improvement Projects for the beautification and improvement of an area through the provision of promotional activities and related services; and

WHEREAS, the City of Reno created a Neighborhood Improvement Project in downtown Reno pursuant to NRS Chapter 271 and an ordinance adopted by the City of Reno, titled the “Downtown Reno Business Improvement District,” and referred to herein as the “District,” which will provide for the beautification and improvement of the downtown Reno corridor through the provision of services and implementation of improvements intended to create a dynamic, safe, clean, vibrant, livable and sustainable downtown in which to work, shop, live and recreate.

WHEREAS, pursuant to NRS Chapter 271.332, the City of Reno contracted with the Downtown Reno Partnership, an “association” within the meaning of NRS 271.057 by way of an Agreement for Professional Services (the “Professional Services Agreement”) between the City of Reno and the Downtown Reno Partnership dated as of May 23, 2018, pursuant to which the Downtown Reno Partnership agreed to act as the private association responsible for managing and operating the District and performing the day-to-day operations of the District through funding received from special assessments on properties within the geographic boundaries of the District and other donations and contributions received to facilitate and enhance the services provided by the Downtown Reno Partnership.

WHEREAS, subject to available funding, the Downtown Reno Partnership was created to provide the following services within the District, all with the goal of providing a cleaner, safer, more attractive and livable urban core: i) augmenting Reno police services, ii) a "clean and safe" program (“Clean and Safe Program”) that deploys teams of safety ambassadors, case workers and maintenance patrols throughout the District which provide quality of life enhancements, crime deterrence, engagement of the homeless population, on-demand safety escorts, ongoing public engagement, distribution of information concerning public transportation, and hospitality services; iii) District-wide sanitation, street and sidewalk cleaning services including, "on-demand spot cleaning" throughout the District; iv) security, sanitation and hospitality services; v) litter control, weed abatement, graffiti removal, and enhanced maintenance of public streets and sidewalks.

WHEREAS, subject to certain funding contributions from the Downtown Reno Partnership the City of Reno has agreed to provide supplemental policing services for the benefit of the downtown corridor.

WHEREAS, the RTC’s transit system is heavily invested in the downtown corridor and RTC operates numerous public transit facilities within the downtown corridor, including the 4th Street Station (the RTC’s central transfer center through which nearly all RTC lines operate), a bus rapid transit line linking Sparks to the District, as well as numerous public transportation lines and passenger stations.

WHEREAS, the RTC’s 2050 Regional Transportation Plan (the “RTP”) identifies planning priorities which are consistent with the services to be provided by the District, including,

but not limited to (i) proactive safety planning, including partnering with law enforcement agencies like the City of Reno Police Department; (ii) enhancement of safety and security within the RTC's public transportation system; (iii) and maintenance of RTC facilities and assets.

WHEREAS, the services to be provided by the Downtown Reno Partnership (including the "clean and safe program" and funding of supplemental maintenance and police services) are consistent with the RTP and will directly and substantially improve the safety, appearance, accessibility, and security of the RTC's transit related assets and major public transportation corridors including 4th Street and Virginia Street, and the RTC's 4th Street Station, and enhance passenger safety and experience and facilitate and encourage increased use of public transportation, all of which will provide substantial direct and indirect benefits to RTC's public transit system and services and programs related to transportation through functions and services which RTC cannot provide.

WHEREAS, the parties desire RTC to contribute \$100,000 per year ("RTC Contributions") to the Downtown Reno Partnership to augment revenues from District assessments, such RTC Contributions to be earmarked for use by the Downtown Reno Partnership in furtherance of one or more of the following purposes (collectively, the "Permitted Uses"): i) augmenting Reno police services which support activities, services and programs related to transportation, including enhanced patrols and policing services in and around the 4th Street Station, major transportation corridors such as 4th Street and Virginia Street near RTC owned transportation related assets, and within streets located along RTC bus routes; ii) operation of the Clean and Safe Program around the 4th Street Station and RTC owned assets, along major transportation corridors and along RTC bus routes within the downtown corridor; and iii) providing sanitation, street and sidewalk clean services including on demand spot cleaning in and around the 4th Street Station and RTC owned assets, along major transportation corridors and along RTC bus routes within the downtown corridor.

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by reference into this Agreement, the parties mutually agree as follows:

1. Contribution. RTC hereby agrees to make the RTC Contributions to the Downtown Reno Partnership in the amount of \$100,000 per calendar year. The RTC Contributions shall be payable in equal quarterly installments of \$25,000.00, payable within thirty (30) days from receipt of an invoice for such payment from the Downtown Reno Partnership. It is anticipated that two quarterly payments will be made in RTC fiscal year 2025 (March 2025 and June 2025), four quarterly payments will be made in RTC fiscal year 2026 (September 2025, December 2025, March 2026, and June 2026), four quarterly payments will be made in RTC fiscal year 2027 (September 2026, December 2026, March 2027, and June 2027), and two quarterly payments will be made in RTC fiscal year 2028 (September 2027 and December 2027). The total not-to-exceed amount of the RTC Contributions shall be \$300,000.
2. Use of Proceeds. The Downtown Reno Partnership shall use the RTC Contributions, in strict accordance with the provisions of the Professional Services Agreement, only for the Permitted Uses within the geographic boundaries of the District.
3. Visits to 4th Street Station. In addition to the other services that the Downtown Reno Partnership will provide, ambassadors shall make at least 6-8 visits each day to 4th Street Station between the hours of 3 p.m. and 9 p.m. and check-in with security officers to provide the following services:
 - a. Assist in the management of long-term/repeat offenders to get them help
 - b. Perform welfare checks

- c. Escort unwanted individuals off the property
- d. Assist with public wayfinding to and from the property
- e. Assist with lost and found activities
- f. Pick-up trash
- g. Assist with other security related activities
- h. Provide information for security officer incident reports

The goal of these services is to eliminate behaviors that detrimentally affect RTC's ability to provide an attractive environment for transit riders.

4. Reporting: At least quarterly, the Downtown Reno Partnership shall provide statistics regarding each of the services listed above in #3 to summarize data including the number of interactions related to public engagement, public direction, safe walks, public disturbances, referrals made, wellness checks, transports to services/shelters, trash collection, stakeholder check-ins with RTC's third-party security contractor, and any other data relevant to the items listed in #3 above.
5. Accounting. At least annually, the Downtown Reno Partnership shall provide an accounting of the use and utilization of the RTC Contributions. To the extent that any RTC Contributions are not utilized for Permitted Uses within twelve (12) months of their contribution to the Downtown Reno Partnership, such RTC Contributions shall be refunded to RTC.
6. Termination. Upon thirty (30) days prior written notice to the Downtown Reno Partnership, RTC may terminate this Agreement effective January 1 of 2026 or 2027, if the RTC Executive Director determines that the RTC Contributions are not providing sufficient benefits to the transit system, in which case no further RTC Contributions will be made after the effective date of the termination.
7. Indemnification By Downtown Reno Partnership. The Downtown Reno Partnership shall indemnify, defend, protect, and hold harmless the RTC and its officers, employees, agents, and volunteers from and against all liabilities, claims, demands, damages (including but not limited to civil fines and penalties), and costs (including but not limited to reasonable attorneys' fees and litigation costs through final resolution) (collectively, "Claims") arising out of or related to i) any material default by Downtown Reno Partnership of its obligations under this Agreement or ii) the acts or omissions of Downtown Reno Partnership in connection with providing Permitted Uses or any of the activities or improvements described in the Professional Services Agreement or while otherwise administering or implementing the Management Plan referenced therein, to the extent such Claims do not arise out of the acts or omissions of RTC or any material default by RTC of its obligations under this Agreement. The Downtown Reno Partnership's obligation under this subsection includes, but is not limited to, all of the following:
 - a. Tortious acts or omissions by the Downtown Reno Partnership or any of its officers, employees, agents, or volunteers; by any of the Downtown Reno Partnership's subcontractors, excluding the City of Reno and RTC; and by any other person or entity employed by, acting on behalf of, or acting as the authorized agent for the Downtown Reno Partnership or any of the Downtown Reno Partnership's subcontractors, excluding the RTC and City of Reno.
 - b. All liabilities, claims, demands, damages, and costs arising from injury to, or death of, any person, from damage to, or destruction of, any property (including

the environment), or from violation of law, to the extent caused by Downtown Reno Partnership.

- c. The Downtown Reno Partnership's obligations under this subsection are separate from its obligations under the Insurance provision of this Agreement, and will survive the expiration or early termination of this Agreement.
8. Indemnification By RTC. The RTC shall indemnify, defend, protect and hold harmless Downtown Reno Partnership from and against any Claims arising out of or related to any material default by RTC of its obligations under this Agreement. With the exception of any Claims related to failure to timely disburse RTC Contributions to the Downtown Reno Partnership, the RTC will not waive and intends to assert available NRS Chapter 41 liability limitations in all other cases. Contractual liability associated with this Agreement of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified. Damages for any RTC breach with respect to disbursement of RTC Contributions shall never exceed the amount of RTC Contributions authorized for payment under this Agreement, but not yet paid to the Downtown Reno Partnership.
9. Insurance. The Downtown Reno Partnership shall maintain, during the term of this Agreement, an occurrence comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence. As evidence of liability insurance coverage, the RTC will accept certification of insurance issued by an authorized representative of the insurance carrier. Coverage must be provided by an insurance company licensed to do business in the State of Nevada with an A.M. Best Rating of A – Class VII or better. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the RTC as an additional insured, and waive subrogation, if the policy so allows and at the expense of the RTC, if there is a cost. The Downtown Reno Partnership shall carry during the term of this Agreement, Workers' Compensation Insurance under the laws of the State of Nevada, to cover any compensable injuries or diseases arising during the performance of this Agreement.
10. RTC Default. The following event, if uncured after expiration of the applicable cure period, shall constitute an "RTC Default": RTC breaches any material provision of this Agreement, fails to timely make RTC Contributions to Downtown Reno Partnership as required under this Agreement, or otherwise fails to comply with any other term, covenant or condition of this Agreement.

In the event of an RTC Default, Downtown Reno Partnership shall notify the RTC in writing of its purported breach or failure, and the RTC shall have thirty (30) days from receipt of such notice to cure such breach or failure. If the RTC does not cure within such period, then Downtown Reno Partnership shall be entitled to (i) terminate this Agreement by written notice to the RTC; (ii) prosecute an action for damages; (iii) obtain specific performance of this Agreement or any provision hereof; and/or (iv) pursue any other rights afforded it in law or in equity (including, without limitation, the right to recover all costs and expenses incurred by the Downtown Reno Partnership in connection with this Agreement); provided, however, in the event the cure of such purported breach or failure will reasonably require greater than thirty (30) days to complete, then such RTC Default will not be deemed to exist provided the RTC promptly commences and thereafter diligently pursues to completion the cure of such purported breach or failure.

11. Downtown Reno Partnership Default. Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "Downtown Reno Partnership Default"
- a. Downtown Reno Partnership misappropriates any RTC Contribution, or violates any applicable Law in performing its obligations under this Agreement; or
 - b. Downtown Reno Partnership breaches any material provision of this Agreement or otherwise fails to comply with any other term, covenant or condition of this Agreement.

In the event of a Downtown Reno Partnership Default, the RTC shall first notify the Downtown Reno Partnership in writing of its purported breach or failure, and the Downtown Reno Partnership shall have thirty (30) days from receipt of such notice to cure such breach or failure. If the Downtown Reno Partnership does not cure within such period, then, RTC shall be afforded all of the following rights and remedies: (i) terminating in writing this Agreement; (ii) prosecuting an action for damages; (iii) seeking specific performance of this Agreement; and (iv) any other remedy permitted by law; provided, however, in the event the cure of such purported breach or failure will reasonably require greater than thirty (30) days to complete, then such Event of Default will not be deemed to exist provided the Downtown Reno Partnership promptly commences and thereafter diligently pursues to completion the cure of such purported breach or failure and completion of the cure occurs no later than ninety (90) days after the initial written notice provided by the RTC, unless extended by RTC.

12. Compliance with Laws. Downtown Reno Partnership shall comply with all applicable Laws in the performance of its obligations under this Agreement.
13. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the following addresses:

- a. RTC:
Regional Transportation Commission of Washoe County
Attn: Bill Thomas, AICP, Executive Director
1105 Terminal Way, Suite 300
Reno, Nevada 89502
- b. Downtown Reno Partnership:
Downtown Reno Business Improvement District
Attn: Neoma Jardon, Executive Director
40 East 4th Street
Reno, Nevada 89501

With a copy to:
McDonald Carano LLP
Attn: Michael Pagni
P.O. Box 2670
Reno, Nevada 89505

14. Remedies. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.
15. Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
16. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
17. Partial Invalidity. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
18. Assignment. Downtown Reno Partnership shall not assign this Agreement to any person without the prior written consent of the RTC.
19. Proper Authority. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.
20. Governing Law/Jurisdiction. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and the ordinances of the RTC, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Second Judicial District Court, Washoe County, Nevada for enforcement of this Agreement.
21. Entire Agreement and Modification. This Agreement constitutes the entire agreement of the parties and as such is intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Headings are for convenience only and shall not be construed as material. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed and approved by the respective parties hereto. This Agreement may be executed in counterparts.
22. Approvals. Whenever this Agreement calls for RTC approval, consent, or waiver, the written approval, consent, or waiver of the RTC Executive Director shall constitute the

approval, consent, or waiver of the RTC, without further authorization required from the RTC Board, provided however that entry in to this Agreement shall be subject to and conditioned upon approval of the RTC Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT,
A Nevada nonprofit corporation

By: _____
Tony Marini, President

THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.4.3

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: MTM Transit, LLC Amendment 12 Paratransit and On-Demand Transit Services

RECOMMENDED ACTION

Approve Amendment #12 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for normal service in the second two option years to \$77.27 in FY26 and \$78.42 in FY27, increase the rate for special/extra service in the second two option years to \$45.47 in FY26 and \$46.57 in FY27, and increase the Fixed Monthly Payment in the second two option years to \$86,615 in FY26 and \$89,011 in FY27; authorize the Executive Director to exercise RTC's option for the second two option years.

BACKGROUND AND DISCUSSION

In April 2017, the Regional Transportation Commission (RTC) entered into an agreement with MTM Transit, LLC, (MTM) for the operations and maintenance of the RTC ACCESS paratransit service. Under this contract, RTC provides the facilities, capital equipment, vehicles, and fuel while the contractor is responsible for all operations and maintenance. Despite the many challenges MTM faced since taking over the service in July 2017, MTM's performance has met expectations.

In August 2022, to ensure continuation and non-interruption of services in FY 2024, the Board authorized the Executive Director to exercise the first of 2, two-year option terms to extend the term of the contract through FY24-FY25. MTM's performance has continued to meet expectations. With the uncertainty of the economy and instability resulting from inflation, there is no reason to believe that a new procurement would result in cost savings or other benefits for RTC. Therefore, staff is recommending that RTC exercise the second two-year option term to extend the term of the contract through FY26 and FY27.

In discussions with MTM regarding RTC's exercise of the option, MTM proposed an adjustment to the Revenue Vehicle Hour Rate, the special/extra service rate, and the Fixed Monthly Payment, pursuant to §104B(2) of the agreement due to the unexpected change in costs and inflationary constraints. MTM submitted its request with proprietary information related to actual versus bid costs for FY26 and FY27.

The RTC agreed to review, discuss, and consider in good faith MTM's request under §104B(2) with the understanding that it is within the sole discretion of the RTC to approve the changes to the contract pursuant to this section. RTC staff independently reviewed and analyzed MTM's proposed adjustment along with the supporting information. RTC staff recommends that the Board approve the amendment.

If the Board approves this item, RTC will exercise its option for the second two option years with the amended terms.

FISCAL IMPACT

Assuming the same level of service, this would result in a 1.6% increase in costs. Actual cost will be dependent on service level. Funding for this item is included in the FY 2025 Budget.

PREVIOUS BOARD ACTION

08/19/2022 Approved Amendment #10 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for normal service in the first two option years to \$67.53 in FY24 and \$69.33 in FY25, increase the Fixed Monthly Payment in the first two option years to \$78,746 in FY24 and \$80,982 in FY25, and reduce the contractual insurance requirements to meet industry standards; and exercised RTC's option for the first two option years.

CONTRACT AMENDMENT #12

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) and MTM Transit, LLC, formerly Ride Right, LLC (Contractor) (collectively, the Parties) entered into a contract for the Operation and Maintenance of RTC ACCESS Paratransit Services dated May 15, 2017 (Contract);

WHEREAS, the Contract was previously amended by Amendment #1 dated August 23, 2017, Amendment #2 dated July 24, 2018, Amendment #3 dated November 20, 2019, Amendment #4 dated December 30, 2019, Amendment #5 dated January 3, 2020, Amendment #6 dated August 5, 2021, Amendment #7 dated August 12, 2021; Amendment #8 dated January 19, 2022; and Amendment #9 dated February 18, 2022; Amendment #10 dated July 1, 2022; Amendment #11 dated August 1, 2024;

WHEREAS, the Parties desire to amend the Contract to make a change to the Fixed Monthly Payment, the Revenue Vehicle Hour Rate for normal service, and the rate for special/extra service, for the second two-year option years;

WHEREAS, Section 104(B)(2) allows Contractor to propose adjustments to the Fixed Monthly Payment, the Revenue Vehicle Hour Rate, and the rate for special/extra service rate for the option term;

WHEREAS, RTC staff independently reviewed and analyzed Contractor’s proposed adjustment along with supporting information;

WHEREAS, RTC agrees to increase the Fixed Monthly Payment and Revenue Vehicle Hour Rate and Special/Extra Service rate for the second two-year option years as described herein; and

NOW, THEREFORE, the RTC and the Contractor agree as follows:

Section 1. Attachment C – Total Cost Summary

RTC and Contractor agree that Attachment C is modified to reflect the Fixed Monthly Payment for Option 2, Year 1 (7/1/2025-6/30/2026) from \$ 73,383 to \$86,615, Option 2, Year 2 (7/1/2026-6/30/2027) from \$ 75,382 to \$ 89,011; the Revenue Vehicle Hour Rate for Option 2, Year 1 from \$63.85 to \$77.27, and Option 2, Year 2 from \$64.03 to \$78.42 for normal service; and the special/extra service rate for Option 2, Year 1 from \$31.58 to \$45.47, and Option 2, Year 2 from \$31.78 to \$46.57.

///

///

///

///

///

///

Section 2. Continuing Effect

Except for the changes made by this amendment, all the provisions of the Contract, as previously amended, remain in full force and effect.

IN WITNESS WHEREOF, this Amendment #12 is dated and effective July 1, 2025.

By: _____
Bill Thomas, AICP
Executive Director
Regional Transportation
Commission of Washoe County
bthomas@rtcwashoe.com

By: _____
Scott Transue
Regional Vice President, Transit
MTM Transit, LLC
stransue@mtm-inc.net

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.4.4

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Purchase of Electric Vehicle Parts with Complete Coach Works

RECOMMENDED ACTION

Approve a contract with Complete Coach Works for the purchase of electric vehicle bus parts, in an amount not-to-exceed \$150,992.30.

BACKGROUND AND DISCUSSION

This is a sole source procurement to obtain bus parts necessary to operate the existing Proterra electric buses as these items are no longer directly available from Proterra due to Proterra's bankruptcy. These parts are also not available from Proterra's successor, Phoenix Motor Coach, or any other aftermarket supplier. The components to be purchased include inverters and drive motors to be installed and programmed by Keolis staff.

FISCAL IMPACT

Sales tax funds are available in the FY 2025 budget for this purchase.

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: 11/15/2024

Agenda Item: 4.4.5

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Construction/Maintenance Quarterly Update on Transit Stops

RECOMMENDED ACTION

Acknowledge receipt of this quarterly Construction/Maintenance update on Transit Stops as presented to the Citizens Multimodal Advisory Committee on November 6, 2024.

BACKGROUND AND DISCUSSION

The Citizens Multimodal Advisory Committee (CMAC) provides information and advice regarding the construction, installation and maintenance of benches, shelters and transit stops for passengers of the RTC transit system as required by Nevada Assembly Bill 214 (2023). The Committee will have this topic as a discussion item at least four times a year.

At the CMAC meeting on November 6, 2024, RTC staff gave a presentation to the Citizens Multimodal Advisory Committee regarding the following improvements between August and October 2024:

- Trash cans were installed at Sun Valley after W Gepford (Route 5), N Virginia before 15th (Route 7), N Virginia before Liberty (Route 1).
- Shelters were installed at Wedekind across Community Garden Apartments (Route 5) and Sun Valley and Gepford (Route 5).
- The bus stop at Kuenzli and Kirman on Route 12/18 was relocated, away from the intersection (suggested by Keolis).
- Three shelters were installed at OUR Place.
- Removed and cleaned inactive shelters.
- Solar lights were installed at Glendale and Rock.

Future/Ongoing Improvements:

- New BRT signs are being installed.
- NDOT permit application regarding the installation of the bus stop pole and bench at McCarran and Mae Anne (Route 11).
- Enhance bus stops, routes, and schedules based on feedback and issues discussed during the meeting with Keolis drivers and the management team.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Bus Stop Amenities Quarterly Report

Nov 6, 2024



> Improvements (Aug - Oct)

- Trash cans were installed at
 - Sun Valley after W Gepford (Route 5)
 - N Virginia before 15th (Route 7)
 - N Virginia before Liberty (Route 1)



> Improvements (Aug - Oct)

- Bus shelters were installed at
 - Wedekind across Community Garden Apartments (Route 5)
 - Sun Valley and Gepford (Route 5)



> Improvements (Aug - Oct)

- Three shelters were installed at OUR Place



> Improvements (Aug - Oct)

- Bus Stop Relocation:

- Kuenzli and Kirman on Route 12/18, away from the intersection (suggested by Keolis)



> Improvements (Aug - Oct)

- Inactive Shelters Removal
- Solar lights were installed at Glendale and Rock (Route 18)



> Future Improvements

- New BRT sign installation
- NDOT permit for the installation of bus stop pole and bench at McCarran and Mae Anne (Route 11)
- Enhance bus stops, routes, and schedules based on feedback and issues discussed during the meeting with Keolis drivers and the management team.



THANK YOU

Sai Sun

Transit Planner

ssun@rtcwashoe.com

(775)335-1904

Building A Better Community
Through Quality Transportation

cwashoe.com





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.5.1

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance, CFO

SUBJECT: Fuel Tax Replacement Options and Policy Considerations Study

RECOMMENDED ACTION

Approve a contract with the Guinn Center to study fuel tax replacement options and policy implications of different solutions, in an amount not-to-exceed \$108,020.

BACKGROUND AND DISCUSSION

The Guinn Center will examine local and national legislative efforts to replace and/or supplement fuel tax and provide a report to the Board at a future meeting for direction on RTC's role in fuel tax replacement efforts. The Guinn Center will focus their efforts on seven key factors related to fuel tax replacement.

1. Polling of Local Legislators. Develop a survey and collect data from local legislators to better understand their level of familiarity with how fuel tax collections work in Washoe County, their understanding of various legislative actions taken in other jurisdictions related to fuel tax replacement, and their general willingness to implement a policy for fuel tax replacement in Washoe County.
 2. Policy Landscape Scan. Assemble a compendium of state legislative actions and, to the extent practicable, include those policy interventions that local jurisdictions have employed to address eroding fuel tax revenues. For example, these may include, but are not limited to, vehicle miles traveled (sometimes simply referred to as VMT), higher or tiered registration fees for EVs, and charging station taxes.
 3. Analysis of Policy Interventions. Assess the pros and cons of the interventions identified in the Policy Landscape Scan, including consideration of their impacts on various economic, environmental, and social factors.
 4. Policy Options Matrix. A policy options matrix will accompany the Analysis of Interventions such that decision makers may consider how the interventions intersect with other priorities.
-

5. Statutory and Regulatory Authorities. Analyze existing statutory and/or regulatory authority to establish the potential set of interventions in Washoe County.

6. Additional Considerations. Outline additional considerations, such as implementation, administration, collection (i.e., what entity might serve as the fiscal agent), distribution of proceeds, et cetera.

7. Revenue Replacement. Examine trending fuel tax gallons sales, increased fuel efficiency due to EV and hybrid vehicle adoption, and how those trends are expected to continue over the next ten years. Various policy interventions will be compared to these trends to predict revenue replacement from different options over time.

In addition, the report will lay out possibilities for future “follow-on” research which, among others, could include more extensive treatment of a single policy intervention, a comparison of two or more policy interventions, and/or a feasibility analysis.

This item supports Strategic Roadmap Goal #6, "Sustainable maintenance of our roads" and FY2025 RTC Goal, "Complete a third-party study regarding fuel tax funding source augmentation for Washoe County".

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

AGREEMENT FOR SERVICES

Fuel Tax Replacement Study

This agreement (“Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and The Kenny Guinn Center for Policy Priorities (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on 06/30/2025.
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A
3. **Time for Performance.** The work shall be completed 06/30/2025 pursuant to the schedule of deliverables attached as Exhibit A at the latest.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, the pricing and fee schedule attached as Exhibit A.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
6. **Invoices/Payment.** Contractor shall submit invoices to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
7. **Legal/Regulatory Compliance.**
 - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
 - b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.
8. **Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit B, and shall comply with all of its terms. Contractor shall not commence any work or permit any

employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

9. Indemnification. Contractor's obligations are set forth in Exhibit B. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

10. Termination.

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

11. Rights, Remedies and Disputes

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

12. Ownership of Work. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of

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

13. Records. Contractor will permit RTC access to any books, documents, papers and records of Contractor pertaining to this Agreement, and shall maintain such records for a period of not less than three years.

14. Exhibits. The exhibits to this Agreement, and any additional terms and conditions specified therein, are a material part hereof and are incorporated by reference as though fully set forth herein.

15. Exclusive Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior verbal or written statements or agreements between the parties.

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

17. No Assignment. Contractor shall not assign, sublease, or transfer this Agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, subleasee, or transferee shall acquire no right or interest by reason thereof.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

19. Venue. Any lawsuit brought to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Nevada, County of Washoe appropriate court in the State of Nevada.

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

21. Certification Required by Nevada Senate Bill 27 (2017). Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

THE KENNY GUINN CENTER FOR POLICY
PRIORITIES

BY: _____
Meredith Levine, Director of Economic
and Fiscal Policy

Exhibit A – Scope of Work and Compensation

Policy Options for Taxes and Fees on Electric Vehicles in Washoe County

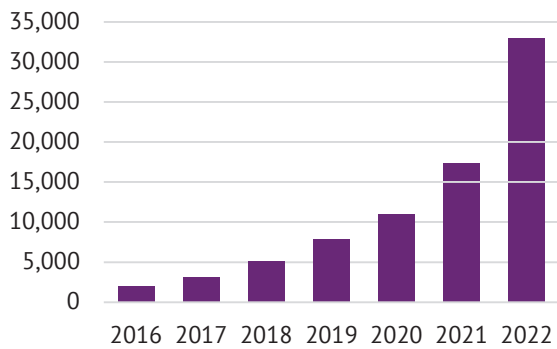
This document sets forth a proposed Scope of Work and related budget for a study by the Kenny C. Guinn Center for Policy Priorities (Guinn Center) to analyze and identify policy options for taxes and fees on electric vehicles in Washoe County.

Background Information

The transportation sector accounted for the largest share (34 percent) of gross greenhouse gas (GHG) emissions in Nevada in 2021.¹ This surpasses electricity generation (30 percent), industry (16 percent), residential and commercial (11 percent), waste (5 percent), and agriculture (4 percent).² Projections indicate that transportation will continue as Nevada’s largest sector of GHG emissions through 2043.³

The coming to market of electric vehicles (EVs) has been viewed as an encouraging development in efforts to reduce GHG emissions in the transportation sector. In Nevada, the number of electric vehicle registrations have increased substantially between 2016 and 2022, as shown in Figure 1.⁴

Figure 1. Electric Vehicles Registered in Nevada



Between 2020 and 2021 alone, the number of electric vehicles registered in Nevada increased by 89.1 percent, from 17,400 in 2020 to 32,900 in 2021.

Downstream of increased EV adoption, however, are implications for tax revenues, particularly those on motor vehicles that often are dedicated to maintenance and improvement of transportation infrastructure. As noted in a 2022 study by the Nevada Sustainable Transportation Advisory

Working Group (AWG), excise taxes collected “at the pump” are declining as fuel consumption has decreased in accordance with improvements in efficiency in internal combustion engine vehicles and with increased take-up of EVs.⁵ The AWG, which was created in [Assembly Bill 413](#) of 2021 Legislative

¹ Nevada Division of Environmental Protection, “Nevada Statewide Greenhouse Gas Emissions Inventory and Projections, 1990-2043,” 2023 Report, https://ndep.nv.gov/uploads/air-pollutants-docs/ghg_report_2023.pdf.

² Nevada Division of Environmental Protection, “Nevada Statewide Greenhouse Gas Emissions Inventory and Projections, 1990-2043,” 2023 Report, https://ndep.nv.gov/uploads/air-pollutants-docs/ghg_report_2023.pdf.

³ Nevada Division of Environmental Protection, “Nevada Statewide Greenhouse Gas Emissions Inventory and Projections, 1990-2043,” 2023 Report, https://ndep.nv.gov/uploads/air-pollutants-docs/ghg_report_2023.pdf.

⁴ U.S. Department of Energy, “Alternative Fuels Data Center,” TransAtlas, <https://afdc.energy.gov/transatlas/#/?state=NV>.

⁵ Nevada Sustainable Transportation Advisory Working Group, “Nevada Sustainable Transportation Funding Study,” 2022, <https://nvtransportationfuture.org/report>.

Session, characterized motor fuel taxes as a “mechanism in decline,” observing that there could be a forthcoming gap between “available funding and system needs.”⁶

Proposed Scope of Work

The Regional Transportation Commission (RTC) of Washoe County has expressed interest in building on the 2022 AWG Study that would evaluate policy options to address declining motor vehicle fuel tax revenues. The RTC has requested a Scope of Work from the Guinn Center, and this document serves as fulfillment of that request.

Washoe County is a particularly compelling site of inquiry, as it already indexes its fuel taxes to inflation and, as such, indexing is not available as a “novel” remedy to the erosion of fuel tax revenues in the county. With respect to electric and hybrid vehicles, a Washoe County Knowledge Base article on its indexed fuel tax states, “Increased vehicle fuel economy and electrification of vehicles isn’t captured as part of fuel tax indexing, which means the RTC is collecting less on average per vehicle every year, even with the annual adjustments.”⁷

The Guinn Center proposes to conduct an independent study that examines a suite of policy options that Washoe County may take under advisement to address its declining revenue collections. Should any findings be implemented, this report will provide additional information for the State of Nevada as it continues to consider statewide options. The findings will be compiled into a report published and distributed by the Guinn Center (the deliverable), as follows:

1. **Polling of Local Legislators.** Our team will develop a survey and collect data from local legislators to better understand their level of familiarity with how fuel tax collections work in Washoe County, their understanding of various legislative actions taken in other jurisdictions related to fuel tax replacement, and their general willingness to implement a policy for fuel tax replacement in Washoe County.
2. **Policy Landscape Scan.** Our team will assemble a compendium of state legislative actions and, to the extent practicable, include those policy interventions that local jurisdictions have employed to address eroding fuel tax revenues. For example, these may include, but are not limited to, vehicle miles traveled (sometimes simply referred to as VMT), higher or tiered registration fees for EVs, and charging station taxes.
3. **Analysis of Policy Interventions.** Our team will assess the pros and cons of the interventions identified in the Policy Landscape Scan, including consideration of their impacts on various economic, environmental, and social factors.
4. **Policy Options Matrix.** A policy options matrix will accompany the Analysis of Interventions such that decision makers may consider how the interventions intersect with other priorities.

⁶ Nevada Sustainable Transportation Advisory Working Group, “Nevada Sustainable Transportation Funding Study,” 2022, page 9, <https://nvtransportationfuture.org/report>.

⁷ Washoe County, Nevada, “RTC-5 Voter-Approved Fuel Tax Information,” updated 11/28/2022, <https://washoecountynv.qscend.com/311/knowledgebase/article/26743>.

5. **Statutory and Regulatory Authorities.** Our team will analyze existing statutory and/or regulatory authority to establish the potential set of interventions in Washoe County.
6. **Additional Considerations.** Our team will outline additional considerations, such as implementation, administration, collection (i.e., what entity might serve as the fiscal agent), distribution of proceeds, et cetera.
7. **Revenue Replacement.** Our team will examine trending fuel tax gallons sales, increased fuel efficiency due to EV and hybrid vehicle adoption, and how those trends are expected to continue over the next ten years. Various policy interventions will be compared to these trends to predict revenue replacement from different options over time.

In addition, the report will lay out possibilities for future “follow-on” research which, among others, could include more extensive treatment of a single policy intervention, a comparison of two or more policy interventions, and/or a feasibility analysis.

Proposed Budget

The Guinn Center’s budget for the project shall not exceed \$110,000. The table below provides a breakdown of the budget by general category.

Expense Item	Rate / Explanation (Timeline – January 2025 – June 2025)	Proposed Budget
Guinn Center (Personnel—Salary and Fringe)	Project management and administration, research, analysis, and final report (individual hourly rates vary)	\$60,000
Contractual / Outreach Consultants	Subject matter experts and consultants; Expert peer review; Other	\$31,700
Miscellaneous, Materials, and Supplies	Additional supports; Report production; Post-report outreach	\$5,000
Travel	In-state travel costs	\$1,500
Guinn Center F&A rate	10 percent	\$9,820
TOTAL		\$108,020

Note: Estimated timeline is for the report (the deliverable). The Guinn Center also would conduct outreach and provide expert, non-advocacy testimony to legislators, in addition to sharing our findings with federal, state, and local government officials, other key stakeholders, and members of the public.

Upon execution of the contract, The Guinn Center will invoice the RTC for \$15,000 to begin the project. The remaining invoice schedule will be negotiated with the RTC.

About the Kenny C. Guinn Center for Policy Priorities

Founded in 2013, the Kenny C. Guinn Center for Policy Priorities is a nonprofit, independent, nonpartisan research policy center that seeks data-driven policy solutions and well-researched best practices in numerous topic areas. The Guinn Center analyzes the status of key issues, reviews previous and current research, collaborates with stakeholders in multiple policy areas, and evaluates related policy solutions implemented in other states. This informed research results in concise, practical, and sound policy options and recommendations to the public, policymakers, and government agencies. Over the past 10 years, the Center has produced over 100 data-driven policy reports, briefs, and infographics covering the broad topic areas of economic and fiscal policy, education, governance and elections, health and social policy, and natural resources and land use. The Guinn Center adheres to established research and analytical quality standards and serves as an honest broker of fact-based, peer-reviewed information and analysis.

EXHIBIT B

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

1. INTRODUCTION

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

2. INDEMNIFICATION

CONTRACTOR agrees to defend save and hold harmless and fully indemnify RTC, 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:

- A. Any breach of duty, neglect, or negligent error, misstatement, misleading statement or omission committed in the conduct of CONTRACTOR'S profession by CONTRACTOR, its employees, agents, officers, directors, Subs (as that term is defined below) , or anyone else for which CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, subs, or anyone else for which CONTRACTOR is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component, or other deliverable (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONTRACTOR.

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

If the Indemnitees are involved in defending actions, CONTRACTOR shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, 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 be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

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

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

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

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

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

Continuing Completed Operations Liability Insurance. CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 4.5.2

To: Regional Transportation Commission

From: Bill Thomas, AICP, Executive Director

SUBJECT: Quarterly RTC Strategic Roadmap Report

RECOMMENDED ACTION

Acknowledge receipt of a report regarding quarterly progress on the RTC Strategic Roadmap - FY 2025 (Q1).

BACKGROUND AND DISCUSSION

The RTC Strategic Roadmap outlines workplans for staff to accomplish the Board's direction. These workplans include detailed outcomes, champions, approaches, objectives, and measures of success for all goals. The Strategic Roadmap is a critical document that guides the agency's efforts in achieving its mission of building a better community through quality transportation. It ensures that all activities and initiatives are aligned with the Board's strategic priorities and provides a framework for measuring progress and success. When approving the most recent Strategic Roadmap, the Board requested quarterly status updates. This is the next requested quarterly update and includes the status of the RTC Strategic Roadmap for FY 2025 (Q1).

FISCAL IMPACT

Funding for this item is included in the approved FY 2025 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

08/16/2024 Acknowledged receipt of a report regarding quarterly progress on the RTC Agency Goals and Strategic Roadmap - FY 2024 (Q4).



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

FY25 Strategic Plan Q1 Progress Update





Performance Snapshot Q1 FY2025



On Target

& Achieved

Towards Target 80

Calculating 173 Items

0% Critical

2% Off Target

17% Not Started

1% Deferred



11/11 Strategic Goals
Achieved & On Target



45/56 Agency Outcomes
Achieved & On Target

Our Mission

*Building a better community through
quality transportation.*

Strategic Goals

- #1 **Expand Public Transportation Utilization:** An increase in ridership.

- #2 **Promote Neighborhood Mobility:** More people choosing to walk or ride bikes within neighborhoods and expand the interconnection between neighborhoods.

- #3 **Explore Truckee River As A Mobility Corridor:** Exploring opportunities to improve the Truckee River as a transportation corridor.

- #4 **Proactively Manage Congestion:** Maintaining or improving systemwide performance without capacity reduction by maximizing the current roadway capacities.

- #5 **Improve Network Safety:** Realize a tangible reduction in both the severity and frequency of traffic crashes.

- #6 **Sustainable Maintenance Of Our Roads:** Finding the optimal balance within the region on what we spend on maintenance and investing in developing new roads.

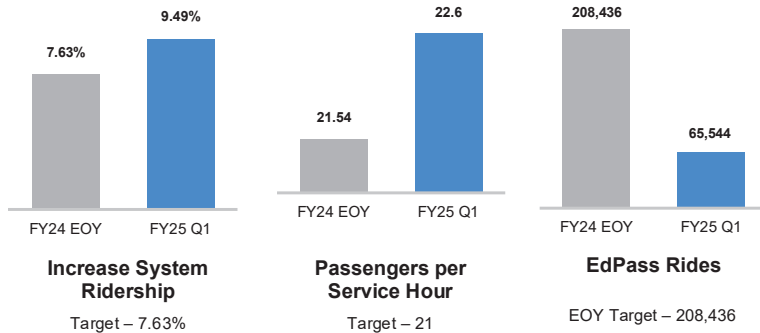
- #7 **Be An Engaged Organization:** A proactive approach to our work that is responsive to the needs of our staff and community.

#1 Expand Public Transportation Utilization

Key Accomplishments

- **Next generation of riders:** Completed a pilot project for "Free for Kids" during summer.
- **Marketing for students:** Began marketing efforts and saw positive engagement, with 15,732 more EdPass rides between Q1 FY24 and Q1 FY25.
- **Spanish-speaking populations:** 31.7% more Spanish-language usage on the TRANSIT app.
- **Proactively plan for future growth:** Collaborated with Placer County on a study & released an RFP for a Replacement Maintenance Facility.
- **Ridership growth:** 26 continuous months of increasing ridership growth.

Key Targets



#2 Promote Neighborhood Mobility

Key Accomplishments

- **Balanced mode split:** Established the ATP program with dedicated staffing and adopted the final ATP plan with performance measures.
- **Neighborhood planning:** Started first Neighborhood Plan and executed contract for two Neighborhood Plans.
- **Regional connectivity:** Adopted the final ATP plan, including performance measures, to assess overall connection improvements.



#3 Truckee River as a Mobility Corridor

Key Accomplishments

- **Shape the path forward:** Completed inventory of existing conditions.



#4 Proactively Manage Congestion

Key Accomplishments

- **TMC:** Initiated the Capability Maturity Model Assessment.
- **Connections outside Washoe County:** Received proposals for Commuter Rail Study and La Posada Drive to TRIC connection.
- **BLM permitting:** Received draft report on alignment between Lemmon Valley and Spanish Springs for submission of the BLM Permit Application.

Key Targets

11
Target – 70

Signal Timing Improvements

10.42
Target – 15 mins

Average Travel Time (Peak Times Networkwide)



% of Signals Connect to Highspeed Fiber

Target – 80%

#5 Improve Network Safety

Key Accomplishments

- **Corridor safety:** Released RFP for environmental and design services (Sixth Street for All).
- **Data collection:** Completed UNR Intersection Study.
- **Safety planning:** Awarded SS4A grant for safety planning (\$1.2M).

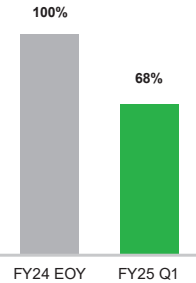


#6 Sustainable Maintenance of Our Roads

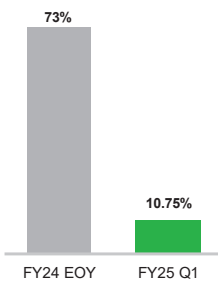
Key Accomplishments

- **Maintenance Study:** Consultant initiated data collection.
- **Federal Funding Assistance:** Applied for EPA grant with TMWRF.
- **Policy options for taxes and fees for EVs:** Finalized the scope of work for a third-party study (Guinn Center).

Key Targets



Pavement Preservation Complete



Annual Budget Adherence within 5%
EOY Target – 95%

\$653K
Target – \$6 Million

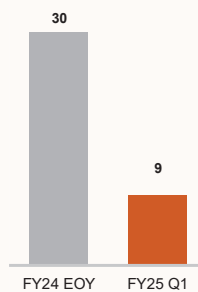
Federal Funding Applied for with Local Jurisdictions

#7 Be an Engaged Organization

Key Accomplishments

- **Engaged, developing & supporting staff:** Continued the Comp & Class Study process and executive coaching and training contract.
- **Survey:** Completed Keolis survey and met with union leadership to discuss schedules and routes.
- **Effective communication:** Developed a calendar of outreach activities to best tell RTC's story publicly.
- **Community engagement:** Provided special event transportation to Rib Cookoff, Balloon Races, Lavendar Fest, Labor Fest, and Hot August Nights.

Key Targets



Public Engagement Interactions
EOY Target – 30

2,023

Social Media Engagements

1

EOY Target – 3

Employee Snap Surveys



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Vanessa Lacer, Planning Director

SUBJECT: 2050 Regional Transportation Plan (RTP) Update

RECOMMENDED ACTION

Receive a presentation from staff regarding the 2050 Regional Transportation Plan (RTP) Update.

BACKGROUND AND DISCUSSION

The RTP is the RTC's long-range transportation plan as required under Title 23, Part 450 of the Code of Federal Regulations (CFR). It contains major transportation projects and programs for Washoe County for all modes of travel. It functions as the major tool for implementing regional long-range transportation planning. The RTP captures the community's vision of the transportation system and identifies the projects, programs, and services necessary to achieve that vision.

The RTC initiated the development of the 2050 Regional Transportation Plan Update in the Fall of 2023. The planning process identifies long-term goals for the regional transportation system and identifies the projects, programs, and services that are expected to be implemented through 2050. The RTP is based on a robust community engagement process and conducted in collaboration with partner agencies. The RTP is required to address at least a 20-year planning timeframe and must include short and long-term strategies to foster the development of an integrated multi-modal regional transportation system that facilitates the safe and efficient movement of people and goods. Additional requirements of the RTP include a prioritized and fiscally constrained list of the transportation projects and services for the region that are needed over the next 20 years. Federal regulations require that the RTP be updated every four years. The current RTP approval extends through March 2025. It is anticipated that the draft plan will be available for public and agency review in January 2025 with Board action by March 2025.

This item supports Strategic Roadmap Goal #4, "Complete the RTP" and FY2025 RTC Goal, "Complete: Regional Transportation Plan".

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

- 08/16/2024 Received an update on the on the 2050 Regional Transportation Plan (RTP) Update.
- 03/22/2024 Board Retreat: RTP process & community input.
- 12/15/2023 Received an update on the 2050 Regional Transportation Plan (RTP) Update.
- 03/19/2021 Adopted a resolution approving the 2050 Regional Transportation Plan (RTP).



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 5.2.

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

SUBJECT: Classification and Compensation Study

RECOMMENDED ACTION

Receive a report and presentation from Simmons Group regarding its employee classification and compensation study of the Regional Transportation Commission.

BACKGROUND AND DISCUSSION

At its meeting of March 22, 2024, the RTC Board of Commissioners approved a contract with Simmons Group to conduct an agency-wide employee classification and compensation study. This study was initiated due to the findings of the organizational climate study that was conducted in 2023. One recommendation of that climate study was that RTC should evaluate its compensation and benefits structure and consider new approaches to pay for performance. Another recommendation was that RTC should consider creating more opportunities for employees to progress in their careers at RTC.

Simmons Group has furnished the RTC with a report regarding its evaluation of RTC's current employee classification and compensation systems. Simmons Group will present the report and its recommendations at the Board meeting. Simmons Group will address the methodology of the study and its opinions about how RTC employee pay bands and salaries compare to the market check that it conducted. Since a classification and compensation study has not been done at RTC for at least ten years, the RTC can expect some pay band drift. The study will be used by the Executive Director and staff to conduct further analysis and bring back recommendations for Board approval of compensation adjustments at a future Board meeting.

Additionally, Simmons Group will discuss its evaluation of the RTC's class structure and how it cross-walked the current position listing to equivalent positions in the job market. One of the objectives of the study was to provide recommendations on how RTC's class structure could better create a career progression path, so that RTC employees may grow with the organization as they gain experience and expertise. Simmons Group has made recommendations to develop class series for various positions.

The RTC's Board adopted Personnel Rules would require future Board approval for certain changes to RTC's employee classification and compensation structure, including fringe benefits and pay for performance. The current Personnel Rules require Board adopted classification and compensation plans. The classification plan includes the classes of positions that are sufficiently similar with respect to duties and responsibilities, the titles of the classes, and class/job descriptions. See Personnel Rules, Sec. 4.1 and Appendices (definitions of "classification plan"; "class"; and "class specification," also referred to as a "job specification"). The compensation plan consists of the schedule of pay bands for each class in the classification plan. See Sec. 5.1. The current Personnel Rules specify the duties of the Executive Director and other staff for preparing recommended changes to the classification and compensation structure and the Personnel Rules, and requirements for Board actions.

This item supports Strategic Roadmap Goal #7, "Be an engaged organization" and FY2025 RTC Goal, "Complete comp. and class study".

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

03/22/2024 Approved of contract between RTC and Simmons Group to conduct classification and compensation study.

simmons (group)



REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

**CLASSIFICATION & COMPENSATION STUDY
EXECUTIVE REPORT**

November 2024

Table of Contents

Background and Scope	4
Summary of Methodology	6
Base Salary: Summary of Findings	8
Overall RTC Market Position	8
Market Position By Percent of Employees (Compared to the 50 th Percentile)	8
Averaged Market Data and Typical FLSA Classification By Position	9
New Position Classifications	12
Fair Labor Standards Act (FLSA) Exemption Observations	13
Proposed Compensation Framework	14
Salary Structure	14
Compensation Management/Administration Guidelines and Recommendations	15
Performance Management and Pay for Performance	15
Salary Compression Avoidance.....	19
Staffing Levels, Organizational Layers, and Manager Span-of-Control.....	20
Employee Appeals for Classification and/or Compensation Reviews	22
Salary Structure Management.....	23
Benefits Study and Recommendations	27
National and Regional Benefits Comparison	28
Peer Group Benefits Comparison	30
Benefits Enhancement Recommendations.....	32
Broadening Pool of Potential Candidates for Open Positions Recommendations	33
Job Description Review: Completed by Simmons Group	33
RTC's Social Media Presence	34
Application Process Recommendations	34
Partnership Recommendations	35
Miscellaneous Considerations	35
Succession Planning	36
Veteran Programs: SkillBridge.....	37
Attachments	41



CLASSIFICATION & COMPENSATION STUDY EXECUTIVE REPORT

Background and Scope

The Regional Transportation Commission of Washoe County ("RTC") engaged with Simmons Group as an independent consultant to conduct a market-based Classification & Compensation Study (the "Study"). The purpose of evaluating both the classification and compensation systems at the RTC was to address the following key objectives:

- Attract and retain qualified employees by ensuring the agency's compensation and benefit structure is competitive in the local and regional market;
- Pay salaries in proportion with assigned duties;
- Accurately group job classes with similarly complex duties and responsibilities;
- Provide justifiable pay differential between job classes; and,
- Provide recommendations for RTC to better align its compensation system with public and private sector best practices, particularly with regard to the transportation industry.

As part of the study, Simmons Group reviewed sixty-four (64) job classifications:

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • Accountant • Accounting & Payroll Specialist • Accounting Specialist • ADA Paratransit Administrator • Administrative Associate • Agency Services Supervisor • Assistant Transit Planner • Associate Legal Counsel • Community Outreach Officer • Customer Service Associate • Deputy Executive Director • Director of Administrative Services • Director of Communications & Marketing • Director of Engineering • Director of Finance/CFO • Director of Planning • Director of Public Transportation • Engineer I | <ul style="list-style-type: none"> • Engineer II • Engineering Manager • Engineering Technician • Executive Director • Executive Office Administrator • Facilities and Fleet Maintenance Manager • Facilities Engineer • Facilities Maintenance Specialist • Finance & Legal Administrative Assistant • Finance & Legal Administrative Coordinator • Financial Manager • General Counsel (Director of Legal Services) • Government Affairs Officer • Graphic & Web Designer • Human Resources Administrator • Human Resources Analyst • Human Resources Specialist • Information Technologies Analyst | <ul style="list-style-type: none"> • IT Manager • Legal Administrative Assistant • Maintenance Technician • Marketing Administrator • Marketing Specialist • Paratransit Analyst • Paratransit Eligibility & Mobility Specialist • Planning Manager • Principal Analyst • Procurement & Contracts Analyst • Procurement & Contracts Manager • Property Agent • Public Affairs Manager • Public Information Officer • Safety & Security Administrator • Senior Accountant • Senior Financial Analyst • Senior Graphic & Web Designer |
|--|---|---|

- Senior Information Technologies Analyst
- Senior Technical Planner
- Senior Technical Transit Operations Planner
- Service Planning and Innovation Manager
- Supervisory Senior Transit Planner
- Transit Contract Administrator
- Transit Operations Manager
- Transit Planner
- Transit Planner/Scheduler
- Trip Reduction Analyst

In addition to the market pay data, the RTC requested:

- A review and update to all active and inactive job classifications/descriptions;
- An employee base pay analysis in comparison to the market;
- Clarification of typical exemption status for each position classification, i.e., exempt or non-exempt
- The design of a new salary structure inclusive of pay bands and ranges;
- The identification of relevant job families/levels for career pathing;
- An evaluation of the organization's Pay for Performance structure and recommendations for alternatives;
- Guiding principles for ongoing compensation management, i.e., pay compression avoidance, maintenance of new salary structure, an employee appeals process for classification and/or compensation reviews, and best practice recommendations regarding staffing levels, organizational layers, and manager span-of-control; and,
- A review of the organization's current benefits offerings to determine if the RTC is providing benefits commensurate with comparable government agencies and the private market, including recommendations for enhancements.

This report highlights the overall findings of the RTC's compensation and benefits competitiveness in the northern Nevada transportation and transit sectors and provides an analysis of the RTC's employees who are leading, matching, and lagging the market 50th percentile in base annual compensation. A proposed market-based salary structure and best practice guidance for compensation management and administration are also included in this report. **Note: an Excel-based Compensation Master file with all compensation detail has been provided separately to the RTC.**

Summary of Methodology

Compensation

The Study employed standard practices to benchmark and market-price the RTC's position classifications. Based on the nature of the RTC's operations—its industry, location, employee headcount, and annual revenue—the following data scopes are provided for each job classification, if/as available in the market:

Industries	<ul style="list-style-type: none">• Government Agency/Administration• Highway/Street Construction• Transit Agencies• Transportation
Labor Markets	<ul style="list-style-type: none">• Reno, Nevada (metropolitan area)• Sacramento, California (metropolitan area)• Las Vegas, Nevada (metropolitan area)• Nevada (state aggregate)
Organization Size by Employee Headcount	<ul style="list-style-type: none">• 50 to 100
Organization Size by Annual Revenue	<ul style="list-style-type: none">• \$200M to \$500M USD

- For purposes of classification verification, external benchmarking, and market-pricing, each RTC employee completed a Position Description Questionnaire (PDQ), which was subsequently reviewed by the employee's manager; the PDQ covered areas including, but not limited to, the role's primary duty and its key responsibilities, requirements for success, level of autonomy and authority, and general workflow.
- Following receipt of the PDQs, Simmons Group conducted 15 "desk audits", or interviews, with individual employees across all classifications to confirm position scopes, requirements, reporting relationships, and levels of responsibility.
- Simmons Group then benchmarked and market-priced each active and inactive job classification in the relevant labor markets via several validated and highly reputable survey sources.¹
- Market annual base pay data was obtained for each position and is reported at the 25th, 50th, and 75th percentiles.
- Following the position benchmarking and market-pricing exercise, Simmons Group analyzed actual RTC employee base compensation in comparison to the market 50th percentile to determine individual and organizational market positioning.
- Based on the market compensation for each position, Simmons Group developed a proposed salary structure using the market 50th percentile to represent the midpoint of the salary bands, per RTC's compensation philosophy.

¹ PayFactors' Compensation Professional, Salary.com's CompAnalyst Market Data, and the Economic Research Institute (ERI) Salary Assessor.

Benefits

- With regard to RTC's overall employee benefits package, Simmons Group reviewed RTC's major benefits offerings in comparison to relevant national and Western U.S. data² in addition to the following peer group's benefits plans:
 - State of Nevada
 - Regional Transportation Commission of Southern Nevada
 - Carson City (JAC)
 - Phoenix Public Transit
 - California Metro
 - Utah Transit Authority
 - Idaho Transportation
- To gauge annual medical premium cost competitiveness, Simmons Group analyzed RTC's current employer and employee contributions in comparison to national and Western U.S. benefits data.
- The major benefits categories analyzed for this report include:
 - Health and Wellness (e.g., medical, dental, vision, etc.)
 - Paid Time Off (e.g., vacation, sick leave, leaves of absence, etc.)
 - Retirement and Financial Planning
 - Supplemental Benefits (e.g., life insurance, disability, etc.)
 - Voluntary Benefits
 - Other (e.g., tuition reimbursement, discounts, allowances, etc.)
- Lastly, prevalent benefits programs³ not currently offered by RTC are provided in this report for RTC's consideration.

² Western U.S. includes Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

³ Sources: *KFF Employer Health Benefits Survey 2023*, *Economic Research Institute*.

Base Salary: Summary of Findings

Overall RTC Market Position

- Aggregating all RTC employees' annual base salaries in comparison to the market 25th percentile for their positions, the RTC's average base compensation as an organization is at **126.4%** of the 25th percentile, or twenty-six (26) percentage points above the market 25th percentile.
- Aggregating all RTC employees' annual base salaries in comparison to the market 50th percentile (median) for their positions, the RTC's average base compensation as an organization is at **112.4%** of the 50th percentile, or twelve (12) percentage points above the market median.
- Aggregating all RTC employees' annual base salaries in comparison to the market 75th percentile for their positions, the RTC's average base compensation as an organization is at **99.9%** of the market 75th percentile, or matching the market 75th percentile.
- **Table 1** highlights the number and percent of position incumbents who are "leading", "matching", and "lagging" the market 50th percentile (using a 5 percent range).

Table 1. Market Position by Number of Employees: 50th Percentile

Market 50 th Percentile	Number of Employees	Percent of Total
Leading > 5%	36	54.5%
Matching + or - 5%	20	30.3%
Lagging > 5%	10	15.2%
Totals	66	100%

Market Position By Percent of Employees (Compared to the 50th Percentile)

In summary, the market position by percent of employees as compared to the 50th percentile is as follows:

- 33.3% of RTC's employees are leading the market 50th percentile by more than 20 percent;
- 21.3% of RTC's employees are leading the market 50th percentile by 6 to 20 percent;
- 30.3% of RTC's employees are matching the market 50th percentile (within 5 percent); and
- 15.2% of RTC's employees are lagging the market 50th percentile greater than percent.

Averaged Market Data and Typical FLSA Classification by Position

The data displayed for each position in **Table 2** reflects the *averaged* market base salary compensation of each scope used in the Study (i.e., organization industry, geography, and size) and indicates the market benchmark title and typical FLSA classification. "N/A" indicates that the RTC does not currently use the position classification in its structure but may desire to do so to support the organization's commitment to career growth and development.

Table 2. Averaged Market Data by Position

RTC Position Title	Market Position Title	Typical FLSA Classification	Market Base Pay - Annualized		
			25th %ile	50th %ile	75th %ile
Accountant	Accountant I	Non-Exempt	\$57,525	\$63,188	\$69,688
N/A	Accountant II	Exempt	\$66,000	\$72,991	\$80,838
Senior Accountant	Accountant III	Exempt	\$81,906	\$90,338	\$99,850
Accounting & Payroll Specialist	Accounting & Payroll Specialist II	Non-Exempt	\$48,172	\$54,300	\$61,484
Accounting Specialist	Accounting Specialist II	Non-Exempt	\$45,416	\$50,381	\$56,228
N/A	Administrative Assistant I	Non-Exempt	\$39,556	\$44,191	\$49,834
Administrative Associate	Administrative Assistant II	Non-Exempt	\$47,238	\$52,650	\$59,066
N/A	Administrative Assistant III	Non-Exempt	\$57,413	\$64,184	\$71,769
Finance & Legal Administrative Coord	Administrative Assistant IV	Exempt	\$66,134	\$72,384	\$79,559
Director of Administrative Services	Administrative Services Director	Exempt	\$150,038	\$174,684	\$194,691
N/A	Agency Services Manager	Exempt	\$82,906	\$97,463	\$115,581
Agency Services Supervisor	Agency Services Supervisor	Exempt	\$75,350	\$86,484	\$99,284
Assistant Transit Planner	Assistant Transit Planner	Non-Exempt	\$57,725	\$67,895	\$77,173
Engineer I	Civil Engineer I	Exempt	\$69,406	\$75,988	\$83,422
Engineer II	Civil Engineer II	Exempt	\$81,925	\$90,488	\$101,525
N/A	Civil Engineer III	Exempt	\$99,581	\$111,800	\$126,075
Financial Manager	Finance Manager	Exempt	\$115,938	\$129,484	\$146,875
Customer Service Associate	Customer Service Representative I	Non-Exempt	\$35,438	\$39,266	\$43,922
Deputy Executive Director	Deputy Executive Director	Exempt	\$152,836	\$184,382	\$214,525
Director of Engineering	Director of Engineering	Exempt	\$190,818	\$215,946	\$238,100
Director of Legal Services/Gen Counsel	Director of Legal Services	Exempt	\$160,097	\$183,259	\$209,066
Director of Public & Transit Operations	Director of Public Transportation	Exempt	\$148,541	\$161,294	\$179,281
Director of Planning	Director of Transportation Planning	Exempt	\$157,121	\$177,400	\$200,882
Engineering Manager	Engineering Manager	Exempt	\$135,228	\$150,197	\$166,366
N/A	Engineering Technician I	Non-Exempt	\$44,031	\$54,541	\$64,516
Engineering Technician	Engineering Technician II	Non-Exempt	\$51,900	\$61,916	\$73,463
N/A	Engineering Technician III	Non-Exempt	\$62,309	\$73,316	\$82,291
Executive Director	Executive Director	Exempt	\$221,363	\$260,884	\$304,406
Executive Office Administrator	Executive Office Administrator III	Non-Exempt	\$75,919	\$85,175	\$96,003
Facilities Engineer	Facilities Engineer III	Exempt	\$99,009	\$111,978	\$124,206
N/A	Facilities Maintenance Specialist I	Non-Exempt	\$43,821	\$50,739	\$59,375
Facilities Maintenance Specialist	Facilities Maintenance Specialist II	Non-Exempt	\$52,032	\$60,425	\$69,771

Averaged Market Data By Position (continued)

Table 2. Averaged Market Data by Position

RTC Position Title	Market Position Title	Typical FLSA Classification	Market Base Pay - Annualized		
			25th %ile	50th %ile	75th %ile
N/A	Facilities Maintenance Specialist I	Non-Exempt	\$43,821	\$50,739	\$59,375
Facilities Maintenance Specialist	Facilities Maintenance Specialist II	Non-Exempt	\$52,032	\$60,425	\$69,771
N/A	Facilities Maintenance Specialist III	Non-Exempt	\$62,750	\$71,239	\$80,689
N/A	Facilities Maintenance Specialist IV	Non-Exempt	\$68,275	\$78,479	\$89,754
Facilities and Fleet Maintenance Manager	Facilities Manager, Fleet Manager (hybrid)	Exempt	\$91,570	\$105,783	\$122,700
Director of Finance/CFO	Finance Director	Exempt	\$171,359	\$199,691	\$232,438
Senior Financial Analyst	Financial Analyst III	Exempt	\$85,359	\$93,778	\$103,547
Government Affairs Officer	Government Affairs Officer	Exempt	\$74,893	\$85,632	\$97,011
N/A	Graphic & Web Designer I	Non-Exempt	\$52,650	\$59,238	\$68,216
Graphic & Web Designer	Graphic & Web Designer II	Non-Exempt	\$60,466	\$67,738	\$75,756
Senior Graphic & Web Designer	Graphic & Web Designer III	Non-Exempt	\$73,959	\$82,600	\$91,922
N/A	Human Resources Generalist I	Non-Exempt	\$56,594	\$62,681	\$69,069
Human Resources Specialist	Human Resources Generalist II	Non-Exempt	\$67,781	\$74,884	\$83,000
Human Resources Analyst	Human Resources Generalist III	Non-Exempt	\$84,338	\$93,572	\$103,691
Human Resources Administrator	Human Resources Generalist IV	Exempt	\$101,888	\$112,956	\$125,025
N/A	Information Technology Analyst I	Non-Exempt	\$64,806	\$71,591	\$79,525
Information Technologies Analyst	Information Technology Analyst II	Non-Exempt	\$78,975	\$88,791	\$99,631
Senior Information Technologies Analyst	Information Technology Analyst III	Non-Exempt	\$98,809	\$110,047	\$121,347
N/A	Information Technology Analyst IV	Exempt	\$117,344	\$131,028	\$143,234
Information Technologies Manager	Information Technology Manager	Exempt	\$128,691	\$143,172	\$157,381
Service Planning and Innovation Manager	Innovation Manager	Exempt	\$128,000	\$145,218	\$168,314
Legal Administrative Assistant	Legal Administrative Assistant I	Non-Exempt	\$48,894	\$56,153	\$64,175
N/A	Management & Business Analyst I	Non-Exempt	\$63,972	\$71,319	\$79,538
N/A	Management & Business Analyst II	Exempt	\$76,378	\$84,672	\$93,441
Principal Analyst	Management & Business Analyst III	Exempt	\$94,150	\$104,306	\$115,938
N/A	Management & Business Analyst IV	Exempt	\$121,847	\$135,150	\$149,213
Planning Manager	Manager of Transportation Planning	Exempt	\$93,322	\$106,978	\$124,450
Director of Communications and Marketing	Marketing Communications Director	Exempt	\$158,416	\$182,972	\$208,278
N/A	Marketing Communications Specialist I	Non-Exempt	\$55,697	\$63,250	\$71,691
Marketing Specialist	Marketing Communications Specialist II	Non-Exempt	\$65,300	\$73,500	\$82,769
Marketing Administrator	Marketing Communications Specialist III	Exempt	\$83,306	\$94,034	\$106,181
N/A	Marketing Communications Specialist IV	Exempt	\$99,428	\$114,625	\$130,534
N/A	MPO Planner I	Exempt	\$55,200	\$65,000	\$70,100
N/A	MPO Planner II	Exempt	\$64,100	\$75,500	\$81,400
N/A	MPO Planner III	Exempt	\$72,100	\$84,900	\$90,800
ADA Paratransit Administrator	Paratransit Program Manager	Exempt	\$84,103	\$97,650	\$112,122

Table 2. Averaged Market Data by Position

RTC Position Title	Market Position Title	Typical FLSA Classification	Market Base Pay - Annualized		
			25th %ile	50th %ile	75th %ile
N/A	Paratransit Specialist I	Non-Exempt	\$41,597	\$46,628	\$52,072
Paratransit Eligibility and Mobility Spec	Paratransit Specialist II	Non-Exempt	\$59,650	\$65,034	\$69,034
N/A	Paratransit Specialist III	Non-Exempt	\$64,075	\$69,868	\$74,018
Procurement & Contracts Analyst	Procurement & Contracts Analyst III	Non-Exempt	\$81,893	\$90,636	\$101,364
Procurement & Contracts Manager	Procurement Manager	Exempt	\$110,950	\$124,431	\$140,663
Property Agent	Property Agent	Exempt	\$80,181	\$94,950	\$111,547
Public Information Officer	Public Information Officer	Exempt	\$80,247	\$90,972	\$102,081
Security & Safety Administrator	Safety & Security Manager	Exempt	\$93,328	\$109,253	\$128,256
Transit Contract Administrator	Transit Contract Administrator	Exempt	\$106,475	\$124,088	\$142,572
Transit Operations Manager	Transit Operations Manager	Exempt	\$107,631	\$121,631	\$133,691
Transit Planner	Transit Planner I	Exempt	\$60,866	\$72,266	\$82,015
Transit Planner/Scheduler	Transit Planner II	Exempt	\$74,452	\$87,871	\$99,338
Senior Technical Planner	Planner III	Exempt	\$82,498	\$96,444	\$109,189
Senior Transit Planner	Transit Planner III	Exempt	\$82,498	\$96,444	\$109,189
Supervisory Transit Planner	Transit Planner III	Exempt	\$82,498	\$96,444	\$109,189
Trip Reduction Analyst	Trip Reduction Analyst	Exempt	\$65,809	\$74,669	\$85,706

New Position Classifications

- Seventeen (17) new classifications (excluding market level IV positions) have been identified to provide employee career growth and pay increase opportunities (**Table 3**).
- The new positions align with existing RTC classifications, creating “job families”, which may result in some titling changes depending on the RTC’s philosophy regarding position titles.

Table 3. New Classifications by Market Title and RTC Job Family

Market Title	RTC Job Family
Accountant II	Accounting
Administrative Assistant I	Administrative Support
Administrative Assistant III	Administrative Support
Agency Services Manager	Agency Services
Civil Engineer III	Engineering
Engineering Technician I	Engineering
Engineering Technician III	Engineering
Facilities Maintenance Specialist I	Facilities Maintenance
Facilities Maintenance Specialist III	Facilities Maintenance
Graphic & Web Designer I	Graphic & Web Design
Human Resources Generalist I	Human Resources
Information Technology Analyst I	Information Technology
Marketing Communications Specialist I	Marketing
Paratransit Analyst I / Paratransit	Paratransit
Paratransit Analyst III / Paratransit	Paratransit
Paratransit Specialist I / Paratransit	Paratransit
Paratransit Specialist III / Paratransit	Paratransit

Fair Labor Standards Act (FLSA) Exemption Observations

Simmons Group initially reviewed the current FLSA status of the RTC's classifications through the Position Description Questionnaire and Desk Audit processes, and subsequently confirmed the typical market FLSA status for each classification through the position benchmarking and market-pricing processes.

- Two (2) RTC positions were initially identified as being potentially misclassified based on the duties test of the FLSA and this was reinforced via the market data. Based on the market compensation data and descriptions, Simmons Group recommends that the RTC consider exemption reclassification of these positions as presented in **Table 4**.
- The Department of Labor (DOL) increased the annual salary threshold for overtime exemption to \$43,888 effective July 1, 2024; the salary threshold will increase yet again to \$58,656 effective January 1, 2025. These changes mean that employees need to earn at least these new thresholds to be considered exempt from overtime pay. Simmons Group reviewed current RTC employee base annual pay and confirmed that the RTC currently has no exempt (salaried) employees earning less than either of these new salary thresholds and is at present in compliance.
- At the delivery of this report, Simmons Group recommends that the RTC make these changes immediately.

Table 4. FLSA Exemption Observations

RTC Classification	Current FLSA Status	Recommended FLSA Status
Agency Services Supervisor	Non-Exempt	Exempt
Assistant Transit Planner	Exempt	Non-Exempt

Proposed Compensation Framework

Salary Structure

Salary ranges and grades (or bands) group together multiple jobs with similar value based on internal and external comparison. Salary structures serve as a critical component of effective compensation programs by helping to ensure that pay levels for groups of jobs are competitive externally and equitable internally. A well-designed salary structure allows leaders to reward performance and skills development while controlling overall base salary cost by providing a cap on the range paid for particular jobs or locations.

Simmons Group has designed a proposed 21-grade salary structure for the RTC based on the market value of each of the organization's positions (**Table 5**). The proposed structure is inclusive of all exempt and non-exempt RTC positions. Per best practice guidelines:

- Each salary band has its own unique salary range, i.e., the span between the minimum and maximum base salary for a specific job or group of jobs;
- The salary range midpoints are in alignment with the market 50th percentile (per RTC's compensation philosophy);
- There is a 10% "midpoint progression", providing a hierarchal system that enables employees to be promoted from one band to another; and,
- Salary ranges have 75% "range spreads" from the minimum to the maximum salary, enabling the recognition of differing rates of pay for performance and guaranteeing a reasonable level of control over internal compression and salary expenditures.

Salary Band	Minimum	25th	Midpoint	75th	Maximum
5	\$32,560	\$38,280	\$44,000	\$50,471	\$56,941
6	\$35,816	\$42,108	\$48,400	\$55,518	\$62,635
7	\$39,398	\$46,319	\$53,240	\$61,069	\$68,899
8	\$43,337	\$50,951	\$58,564	\$67,176	\$75,789
9	\$47,671	\$56,046	\$64,420	\$73,894	\$83,368
10	\$52,438	\$61,650	\$70,862	\$81,283	\$91,704
11	\$57,682	\$67,815	\$77,949	\$89,412	\$100,875
12	\$63,450	\$74,597	\$85,744	\$98,353	\$110,962
13	\$69,795	\$82,057	\$94,318	\$108,188	\$122,058
14	\$76,775	\$90,262	\$103,750	\$119,007	\$134,264
15	\$84,452	\$99,288	\$114,125	\$130,908	\$147,691
16	\$92,897	\$109,217	\$125,537	\$143,998	\$162,460
17	\$102,187	\$120,139	\$138,091	\$158,398	\$178,706
18	\$112,406	\$132,153	\$151,900	\$174,238	\$196,576
19	\$123,647	\$145,368	\$167,090	\$191,662	\$216,234
20	\$136,011	\$159,905	\$183,799	\$210,828	\$237,857
21	\$149,612	\$175,896	\$202,179	\$231,911	\$261,643
22	\$164,574	\$193,485	\$222,397	\$255,102	\$287,807
23	\$181,031	\$212,834	\$244,636	\$280,612	\$316,588
24	\$199,134	\$234,117	\$269,100	\$308,674	\$348,247
25	\$219,047	\$257,529	\$296,010	\$339,541	\$383,072

Compensation Management/Administration Guidelines and Recommendations

Performance Management and Pay for Performance

Performance management and pay for performance are integral components of modern Human Resources practices, designed to align employee contributions with organizational goals while fostering a culture of continuous improvement and accountability.

Performance management encompasses the processes and systems used to align employees' goals and behaviors with the strategic objectives of the organization. It involves setting clear expectations, providing regular feedback, evaluating performance, and rewarding achievements. Today's best practices emphasize a shift from mere annual reviews to ongoing conversations that support employee development throughout the year.

- The key elements of effective *performance management* include:
 - 1. Goal Setting:** Clear and SMART (Specific, Measurable, Action Oriented, Relevant, Time-bound) goals are crucial for aligning individual efforts with organizational objectives. Goals should be challenging yet attainable, providing employees with a clear direction for their work.
 - 2. Continuous Feedback:** Regular feedback facilitates open communication between managers and employees, guiding performance improvement and recognizing accomplishments in real-time. This approach fosters a supportive environment where employees feel valued and motivated to excel.
 - 3. Performance Reviews:** Annual or periodic performance evaluations provide a formal assessment of employee achievements against established goals and competencies. Reviews are to be fair, objective, and based on data-driven insights to ensure consistency and transparency in decision-making.
 - 4. Development Planning:** Identifying strengths and areas for improvement enables personalized development plans that enhance employee skills and capabilities. Investing in employee growth not only improves performance but also strengthens retention and succession planning efforts.
- *Pay for performance* links compensation directly to individual and/or team achievements, reinforcing a culture of meritocracy and rewarding employees for their contributions to organizational success. Best practices in pay for performance include:
 - 1. Merit-Based Compensation:** Rewarding high performers with merit increases, bonuses, or incentives based on their demonstrated contributions and impact on key performance metrics.
 - 2. Performance-Based Incentives:** Variable pay structures, such as sales commissions or revenue surplus-sharing programs, motivate employees to exceed performance targets and drive business outcomes.
 - 3. Equity and Fairness:** Ensuring pay decisions are fair and transparent, with clear criteria and communication, maintains employee trust.

The two most prevalent pay for performance approaches—the use of a *merit increase matrix* or a *combination of COLA and merit*—are included in this report as best practices and for RTC's consideration.

Merit Increase Matrix

In the realm of Human Resources management, **merit matrices** stand out as a strategic tool for allocating merit increases among employees. These guide charts provide a structured and objective approach to reward performance, aligning individual contributions with organizational goals while promoting fairness and transparency. Merit matrices are gaining popularity and delivering the following significant benefits for organizations:

Objective and Transparent Decision-Making

- Merit matrices establish clear guidelines and criteria for determining merit increases based on performance evaluations and other relevant factors. By defining performance levels and corresponding pay adjustments in advance, they mitigate biases and ensure consistency in decision-making. This transparency fosters trust among employees, who can see how their performance directly influences their compensation.

Alignment with Organizational Goals

- One of the key advantages of merit matrices is their ability to align individual performance with organizational objectives. By linking merit increases to specific performance metrics and achievements, organizations can incentivize behaviors and outcomes that contribute to overall success. This alignment helps drive a culture of accountability and performance excellence throughout the workforce.

Efficiency in Compensation Planning

- Merit matrices streamline the merit increase process by providing HR professionals and managers with a structured framework. Instead of making ad-hoc decisions, they facilitate data-driven discussions on performance and compensation during annual reviews or periodic evaluations. This efficiency allows HR to allocate resources effectively and ensure equitable distribution of merit increases across departments and teams.

Retention and Motivation of Top Talent

- Fair and competitive compensation practices are crucial for retaining top talent and maintaining high levels of employee motivation. Merit matrices help identify and reward high performers appropriately, reducing turnover and preserving institutional knowledge within the organization. This recognition of talent encourages continuous improvement and supports succession planning efforts.

Compliance and Risk Management

- Merit matrices also play a role in compliance with regulatory requirements and internal policies. By documenting the rationale behind merit increase decisions and ensuring consistency across the organization, they help mitigate legal risks related to pay equity and discrimination. This proactive approach to compensation management strengthens the organization's reputation as a fair employer.

Building a Merit Matrix

Building a merit increase matrix involves several steps to ensure that employee salary adjustments are fair, transparent, and aligned with organizational goals. Here are the steps to create an effective merit increase matrix:

Step 1: Define the Objectives

1. Identify Goals: Clarify the purpose of the merit increase matrix. Common goals include rewarding high performance, retaining top talent, and encouraging skill development.
2. Align with Organization's Strategy: Ensure the matrix supports broader organizational strategies and objectives.

Step 2: Determine the Budget

1. Set the Budget: Decide on the total budget for merit increases. This is typically a percentage of the total payroll or determined by fiscal budget.
2. Allocate Funds: Allocate the budget across different departments or units based on performance, strategic importance, labor budget, or other criteria.

Step 3: Establish Performance Metrics

1. Identify Performance Criteria: Choose metrics that will be used to evaluate employee performance. These can include KPIs, goals achievement, competencies, and behavioral indicators.
2. Use Performance Ratings: Develop a performance rating scale (e.g., 1-5) to classify employees based on their performance levels. Typical categories include:
 - Exceptional Performers
 - Strong Performers
 - Meets Expectations
 - Needs Improvement
 - Unsatisfactory Performers

Step 5: Define Increase Percentages

1. Set Increase Ranges: Establish percentage ranges for merit increases for each performance category. For example:
 - Exceptional Performers: 6-8%*
 - Strong Performers: 4-6%
 - Meets Expectations: 2-4%
 - Needs Improvement: 0-2%
 - Unsatisfactory Performers: 0%

*Ensure that proposed percentages do not exceed the current salary range maximum. In cases where this does occur, consider whether a promotion with increase or a "lump sum" merit amount may be more appropriate.

Step 6: Incorporate Market Data

1. Analyze Market Data: Use industry salary surveys and benchmarking data to ensure your increases are competitive.
2. Adjust for Market Position: Modify increase percentages if necessary to align with market conditions and your organization's compensation strategy.

Step 7: Consider Internal Equity

1. Review Equity: Ensure that increases are equitable across similar roles and departments to avoid pay disparities.
2. Adjust for Equity: Adjust to maintain internal pay equity, especially when employees with similar performance have significant pay differences.

Step 8: Create the Matrix

1. Design the Matrix: Create a simple table as in the example below (or a more intricate matrix based on performance and employee position-in-range as in **Attachment B**), with performance ratings on one axis and increase percentages on the other. The matrix should clearly show the recommended increase for each performance rating.

Example Merit Matrix

Performance Rating	Increase Percentage
Exceptional Performers	6 – 8%
Strong Performers	4 – 6%
Meets Expectations	2 – 4%
Needs Improvement	0 – 2%
Unsatisfactory Performers	0%

Step 9: Communicate and Train

1. Communicate the Matrix: Clearly communicate the merit increase process and criteria to all employees. Transparency helps in gaining acceptance and trust.
2. Train Managers: Train managers on how to use the matrix effectively and make merit increase decisions.

Step 10: Monitor and Adjust

1. Evaluate Outcomes: Regularly evaluate the outcomes of the merit increases to ensure they are meeting the intended objectives.
2. Adjust as Needed: Make adjustments to the matrix based on feedback, changing business needs, and external market conditions.

Cost-of-Living Adjustment (COLA) with Merit-Based Increase

Combining a cost-of-living adjustment (COLA) with a merit-based increase can be done effectively by following a structured approach that ensures fairness, transparency, and alignment with organizational goals. Best practice methodology includes:

1. Determine COLA Percentage:

- Assess the current economic conditions and inflation rates to determine an appropriate COLA percentage. This percentage is typically based on indexes such as the Consumer Price Index (CPI).

2. Calculate COLA Adjustment:

- Apply the COLA percentage uniformly to all employees' base salaries. This ensures that all employees receive a salary adjustment that compensates for inflation, maintaining their purchasing power.

3. Conduct Performance Evaluations:

- Perform regular performance evaluations to assess each employee's performance over the review period. Use a standardized evaluation system to ensure consistency and fairness.

4. Determine Merit-Based Increase:

- Based on performance evaluations, allocate a merit-based increase percentage or amount to each employee. High performers receive larger increases, while average or lower performers receive smaller or no increases.

5. Combine COLA and Merit Increases:

- Add the COLA adjustment to the employee’s current base salary first.
- Then, apply the merit-based increase to the new salary (after COLA adjustment).

Example Calculation

Assume an employee has a current salary of \$50,000:

- COLA Adjustment: If the COLA percentage is 2%, the COLA increase is \$1,000.
- New salary after COLA: \$50,000 + \$1,000 = \$51,000.
- Merit-Based Increase: If the merit-based increase percentage for this employee is 5%, the merit increase is \$2,550.
- New salary after merit increase: \$51,000 + \$2,550 = \$53,550.

A sample Pay for Performance Policy for the RTC is included in this report as **Attachment C**.

Salary Compression Avoidance

- Salary compression, a phenomenon where there is a negligible difference in pay between a manager and a direct report employee(s) regardless of their skills, experience, tenure, and market data poses significant challenges for organizations. It can occur when new hires are brought in at salaries comparable to or higher than those of their managers and/or existing employees in similar roles, leading to potential dissatisfaction and morale issues among managers and longer-tenured staff.
- HR/Compensation best practice is to maintain a minimum salary differential of ten percent (10%) between a manager and their highest paid direct report(s). Some organizations, particularly those without bonus compensation for management, strive to maintain a minimum salary differential of fifteen percent (15%) between a manager and their highest paid direct report(s).
- Simmons Group examined RTC’s internal salary data and identified two (2) instances where salary compression between a manager and their direct report(s) exists⁴:

Manager Title and Annual Salary	Highest Paid Direct Report Title and Annual Salary	Annual Salary Differential
Manager: \$129,603	Employee: \$133,748	-3.1%
Manager: \$124,942	Employee: \$119,692	4.4%

⁴ The full salary compression analysis is included in the Master Compensation file that accompanies this report.

- The findings above and the sample Salary Compression Avoidance Policy (Attachment D) will guide RTC's efforts to maintain a fair and motivating pay structure, fostering an even more engaged and productive workforce.

Staffing Levels, Organizational Layers, and Manager Span-of-Control

Achieving optimal staffing levels and defining appropriate manager span-of-control are critical for ensuring efficiency, productivity, and employee engagement. These practices not only streamline operations but also contribute significantly to overall organizational success.

Determining the right staffing levels involves assessing the organization's strategic goals, operational needs, and workforce capabilities. Modern organizations strive to strike a balance between having enough resources to meet demands without overburdening budgets or underutilizing talent. This requires leveraging data analytics, workforce planning models, and predictive tools to forecast future needs accurately.

Key Considerations for Staffing Levels

1. **Workload Analysis:** Conducting thorough workload analysis helps identify gaps and surpluses in staffing, ensuring that teams have sufficient resources to meet objectives without burnout.
2. **Skill Alignment:** Matching employee skills and competencies with job requirements ensures roles are filled effectively, promoting job satisfaction and performance.
3. **Flexibility and Agility:** Building flexibility into staffing models allows organizations to adapt quickly to changing market conditions or operational demands, optimizing resource allocation.

Organizational Layers

- In organizational design, "layers" refer to the hierarchical levels within a business's structure. These levels define the chain of command, reporting relationships, and communication pathways.
- The number of layers in an organization can vary based on factors such as the organization's size, complexity, industry, and management philosophy.
- Each layer represents a distinct level of authority and responsibility. Individuals at higher layers typically have more decision-making power and oversee those at lower layers, with a broader scope of responsibilities and strategic decision-making.
- Maintaining an optimal number of layers is crucial to avoid the pitfalls of excessive hierarchy. Too many layers can lead to communication breakdowns, decision-making bottlenecks, and reduced overall efficiency. By keeping the number of layers appropriate, an organization can enhance agility, responsiveness, and adaptability to dynamic business shifts.
- Simmons Group's guidance for organizational layers in organizations the size of RTC is as follows:
 - The median gap between the lowest level Individual Contributors (ICs) and Department Directors should be 2 layers of management (i.e., IC → Supervisor or Manager → Department Director)
 - The maximum gap between the lowest level ICs and Department Directors should not exceed 3 managers (i.e., IC → Supervisor → Manager → Department Director)
 - Avoid "I-shaped" structures: I-shaped structures have a Department Director at the top, then deep vertical hierarchies with a number of supervisors and managers with few direct reports, and then a layer of ICs at the bottom.

Manager Span of Control

- Manager “span of control” refers to the number of direct reports a manager supervises effectively. It plays a crucial role in organizational agility, communication effectiveness, and employee development. Best practices emphasize balancing span of control to maximize managerial effectiveness without compromising leadership quality or employee support.

The key span of control considerations include:

- **Role Complexity and Scope:** In general, managers overseeing complex projects or diverse teams may require smaller spans of control to provide adequate guidance and support.
- **Team Competency and Autonomy:** High-performing teams with autonomous decision-making capabilities may allow for larger spans of control, enhancing efficiency and responsiveness.
- **Managerial Support and Development:** Providing managers with larger spans of control with training and resources.

For years, organizations have pursued a universal “span of control”—the ideal number of employees a manager should oversee for optimal effectiveness. However, Simmons Group’s experience with client organizations reveals that there is no single magic number for all managers and their work. In fact, trying to identify a one-size-fits-all solution can actually reduce effectiveness.

Industry benchmarks and/or peer comparisons to determine the right span of control often cause new problems by imposing structures better suited to other organizations’ strategies. Optimizing managerial span requires understanding the complexity and nature of the work done by both the manager and their direct reports. There are five “managerial archetypes” that reflect common types of managerial work: *player/coach, coach, supervisor, facilitator, and coordinator*.

The Five Managerial Archetypes

Managerial Archetype	Description	Typical Span of Control
Player/Coach	<ul style="list-style-type: none"> • Significant individual responsibility with tactical support • No or few standardized processes • Direct reports conduct varied, non-repeatable work 	3-5 direct reports
Coach	<ul style="list-style-type: none"> • Substantial individual responsibility with executional support • Process guidelines in place • Subordinates conduct multiple types of work 	6-7 direct reports
Supervisor	<ul style="list-style-type: none"> • Moderate individual responsibility and delivery support • Standard work processes exist • Direct reports conduct similar work with some variation 	8-10 direct reports

Managerial Archetype	Description	Typical Span of Control
Facilitator	<ul style="list-style-type: none"> Limited individual delivery responsibility Primarily manages day-to-day work Work is mostly standardized Direct reports conduct similar activities 	11-15 direct reports
Coordinator	<ul style="list-style-type: none"> Manages day-to-day work almost exclusively Highly standardized or automated work Direct reports perform the same essential activities 	15+ direct reports

Source: McKinsey & Company

By applying the managerial archetypes, RTC can set specific guidelines for each managerial function while improving productivity and speed. Increasing spans for managers with few direct reports can break down silos, increase information flow, and reduce duplication of work. Reducing spans of control can dramatically improve efficiency and effectiveness.

Employee Appeals for Classification and/or Compensation Reviews

Employee appeals for job classification or compensation reviews play a pivotal role in fostering a fair and transparent workplace environment. These processes not only empower employees but also contribute to organizational equity and alignment with current HR best practices. These appeals are crucial for the benefits they bring:

- **Ensuring Fairness and Accuracy:** Employee appeals provide a mechanism for employees to contest job classification decisions or compensation outcomes they perceive as unjust or inaccurate. This ensures that job roles are accurately assessed based on current duties and responsibilities, aligning with industry standards and internal equity frameworks.
- **Empowering Employees:** By offering an appeals process, organizations empower employees to advocate for themselves and their career progression. This fosters a sense of ownership and engagement, as employees feel valued and respected when their concerns are heard and addressed.
- **Enhancing Pay Transparency:** Transparent communication about job classification and compensation decisions promotes trust and morale within the workforce. When employees understand the criteria used to determine their pay and job classification, they are more likely to perceive the process as fair and equitable, reducing potential grievances and misunderstandings.
- **Supporting Organizational Compliance:** Adhering to current HR best practices involves maintaining compliance with legal regulations and industry standards regarding pay equity and job classification. Implementing clear appeal procedures demonstrates a commitment to fairness and compliance, mitigating risks associated with legal challenges or regulatory scrutiny.
- **Driving Continuous Improvement:** Feedback gathered through appeals can provide valuable insights into organizational practices and areas for improvement. By analyzing appeal trends and outcomes, HR departments can identify systemic issues, refine job classification criteria, and enhance compensation strategies to better align with employee expectations and market trends.

Best Practices in Appeals Processes

- **Clear Guidelines:** Establish clear and accessible guidelines outlining the procedures for employees to submit appeals, including timelines and required documentation.
- **Impartial Review:** Ensure appeals are reviewed impartially by qualified personnel, such as HR professionals or an appeals committee, to uphold objectivity and fairness.
- **Communication:** Maintain open communication with employees throughout the appeals process, providing updates on the status of their appeal and ensuring transparency in decision-making.

The benefits and best practices above and the sample [Employee Classification Appeal Policy](#) and [Employee Compensation Appeal Policy](#) (**Attachments E and F**, respectively) will support RTC's efforts to maintain a fair and transparent pay structure and a culture of continuous improvement.

Salary Structure Management

Job Evaluation

There are three main types of job evaluation methods:

- Market-Pricing
- Job Ranking Method
- Point-Factor Method

Market pricing is the most commonly used methodology for job evaluation with approximately 70% of organizations utilizing this approach. Point factor is the next most common methodology with between 15-18% of companies utilizing this approach⁵.

It is predicted that point factor plans may increase over the near term as a result of the new California Fair Pay Act which may eventually be adopted nationally with similar provisions as the Paycheck Fairness Act.

Market-Pricing

Market-pricing is a job evaluation methodology that creates a job-worth hierarchy based on the "going rate" for benchmark jobs in the external marketplace relevant to the organization. All other jobs are "slotted" into the hierarchy based on whole job comparison.

The term "Compensation is both an art and a science" most likely originated through market-pricing. It is not an exact science but a sound and practical approach using credible and reliable salary survey results to add validity to the market-pricing process.

When conducting salary market research, for a new position for example, the RTC should consider the following:

- To obtain current, accurate salary information, purchased salary data is typically necessary. A few resources, such as the U.S. Bureau of Labor Statistics (BLS), offer free data, but the data may be older and too broad in terms of industry, geography or other factors. Professional organizations sometimes offer data at a discounted price.

⁵ Source: *Economic Research Institute*.

- Job titles vary between organizations. The RTC should read the descriptions of the jobs surveyed to make sure that the related tasks, functions, and levels of responsibility match the positions at the RTC by at least 70 percent.
- Whenever possible, obtain information from more than one market survey resource, at least for benchmark positions.
- To avoid violating antitrust laws, refrain from contacting private organizations directly for compensation information. Using information from a vendor that is in writing, that uses averaged pay rates and aggregate data received from various sources, and that does not directly identify survey participants is in the best interest of the organization.
- When collecting market data, employer-reported data are generally more reliable than employee-provided salary information. Avoid Internet searches for free salary data, which often contain compensation that has been self-reported by employees which could be inflated or underrepresented.
- The RTC may have jobs that are unique and therefore impossible to find exact matches for all jobs. The organization may need to consider jobs that closely fit the principal aspects of a particular job and consider salary data for more than one type of job.
- New positions may be slotted into the salary structure framework by aligning the market median salary for the position to the closest salary range midpoint in the existing RTC structure.
- If a new position has either a lower or higher *internal* value to the RTC than the reported market median pay, the position may be slotted into the salary grade that most closely aligns with the organization's philosophy.

Job Ranking Method

Whole job ranking is the simplest form of job evaluation. Jobs are ranked from highest to lowest in importance: the organization identifies the most important job, then identifies the next most important job, and so on, until all jobs are arranged in a hierarchy. This approach works well for small organizations with few jobs but is also used by some very large organizations.

The advantages to the job ranking method include:

- Simple to administer
- Easy to explain
- Takes less time
- Costs less money

The disadvantages to this method include:

- Its use of adjacent ranks, which suggests that there are equal differences between jobs, which is very unlikely.
- The way the method is often used. For example, ranking has been done without first securing accurate job descriptions. This approach can succeed only if evaluators are familiar with the duties of all the jobs, which is difficult in an organization with many jobs or with frequently changing jobs.
- Evaluators are asked to keep the "whole job" in mind when ranking jobs, which undoubtedly results in different bases of comparison among evaluators.
- It unconsciously permits evaluators to be influenced by other factors, such as:
 - current pay rates
 - job incumbents' perceived competence
 - prestige of jobs

Unless job ranking is based on accurate job descriptions and at least one carefully defined job factor, it is difficult to explain and justify in work-related terms. Although the job hierarchy developed by ranking may be better than paying no attention at all to job relationships, this method's simplicity and low cost can produce results of low quality.

Point Factor Method

The point factor method is also a commonly used quantitative technique. This approach breaks down jobs into compensable factors identified during a **job analysis**. Points are assigned to the factors, and a pay range is identified for the position within an existing salary structure.

This method requires an organization to quantify total points for each unique job, determining its true value to the business. Designing a custom point-factor system takes significant time and resources and requires assistance from senior management.

Conducting a job analysis involves gathering, documenting, and analyzing information about a job to determine the activities and responsibilities it includes, its relative importance to other jobs, the qualifications necessary for performing the job, and the conditions under which the work is performed. This can be done by using one or a combination of models:

- Observing employees
- Conducting surveys
- Interviewing employees doing the job

The content of jobs can be described in terms of factors. Factors are qualities of a job that are common to many kinds of jobs, such as skill, effort, education, or independent judgment. Each factor is assigned a weight, or points, according to how much of that particular factor is present in the job. Simply stated, the more points assigned to a job, the more worth the job has to the organization. Jobs with more worth are compensated more than jobs with lesser worth.

There may be a group of factors to apply to all jobs, different factors for distinct functions, or a combination of companywide and function-specific factors. One example is the Hay point method system, which uses only three factors (know-how, problem-solving ability, and accountability) and measures the degree that these three factors are required for each position.

A general example of three (3) jobs is provided in **Table 6** (for illustration purposes only).

Table 6. Point Method Example

Job Title:	Accounting Specialist	Accountant	Senior Accountant
Factors	Points	Points	Points
Skills and Knowledge <i>(max 50 pts)</i>	10	30	50
Education <i>(max 25 points)</i>	5	5	10
Problem-Solving Ability <i>(max 10 pts)</i>	5	5	5
Independent Judgment <i>(max 15 points)</i>	3	8	15
Total Points <i>(max 100)</i>	23	48	80

Salary Structure Adjustments

Salary range structures should be reviewed regularly to maintain a competitive edge in attracting and retaining top talent. Most organizations with formal base salary range structures review their ranges and structures annually (Table 7).

Table 7. Frequency of Salary Range Structure Review

Job Level	Percent of Companies				
	Annually	Every 2 Years	Every 3 Years	Other/Varies	No Formal Ranges for Job Level
Top Executives	60%	8%	5%	8%	19%
Nonexecutives*	77%	9%	7%	6%	1%

Source: *Payscale 2023-2024 Salary Budget Survey*

* Nonexecutives include directors, managers, professionals, and hourly nonexempt employees.

- Simmons Group recommends that the RTC conduct a full compensation market study at least once every two (2) years to ensure salary ranges remain market competitive.
- Adjust the entire salary structure (minimums, midpoints, and maximums) annually based on cost-of-living increases, inflation, and other micro- and macro-economic factors:
 - Average structure adjustments in the U.S. have ranged from 2.0% to 2.9% for the past many years.
 - The U.S. average salary structure adjustment for 2024 is reported at 2.5%.⁶
- Employee pay is not automatically adjusted when the salary structure is adjusted, with the exception of when employee pay falls below minimum. These employees are typically brought to minimum upon a structure adjustment. If an organization does not make an adjustment to minimum upon adjustment of the salary structure, this practice may increase pay compression issues.

⁶ Sources: *Willis Towers Watson, Mercer, and the Payscale 2023-2024 Salary Budget Survey.*

Benefits Study and Recommendations

This report presents a comparison of RTC's current employee benefits⁷ across a relevant and competitive range of organizations and geographic areas. Many of the benefits offered by RTC serve as additional compensation to its employees, including health insurance, retirement planning, and paid time off (PTO).

- According to a recent study by the Society for Human Resource Management (SHRM)⁸, 90% of employees indicated that healthcare is an extremely or very important benefit; 83% stated that flexible work and leave time are extremely or very important.
- Employee benefits can boost productivity and engagement. A study by the International Foundation of Employee Benefit Plans⁹ found that employers with high productivity and engagement levels often provide benefits such as paid leave, healthcare, retirement plans, flexible hours, and wellness programs.

Excluding benefits required by law (e.g., workers' compensation, unemployment insurance, Social Security), employee benefits are generally categorized into these four main types, with examples provided for each type:

1. Health and Wellness Benefits:

- Medical, dental, and vision insurances
- Prescription drug coverage
- Wellness and employee assistance programs

2. Financial and Retirement Benefits:

- Pension and 401(k) plans
- Employee stock ownership and profit-sharing plans
- Financial planning assistance
- Commuter/transportation and other employee discounts

3. Time-Off and Leave Benefits:

- Vacation and sick days
- Paid holidays
- Parental leave
- Personal leave

4. Work-Life Balance Benefits:

- Flexible and telecommuting/remote work arrangements
- Childcare and eldercare assistance

To meet the needs of RTC's evolving workforce, market trends and recommendations for enhancements to the organization's benefits package are included in this report.

⁷ Benefits package offered to RTC employees hired on or after June 1, 2013 (approximately 80% of staff).

⁸ Source: [SHRM Employee Benefits Survey 2024](#).

⁹ Source: [International Foundation of Employee Benefit Plans, Employee Benefits Survey 2023](#).

National and Regional Benefits Comparison

- As compared to national U.S. and Western U.S. region benefits benchmarks for the government agency and transportation industries¹⁰ (**Table 8**), RTC's benefits overall are *market competitive* (or "matching") to *leading the market* across the key areas of health care access, health care premium costs, paid time off, and retirement planning.
- With regard to retirement planning specifically, the RTC offers the **Public Employees' Retirement System of Nevada (PERS)**, which is significantly more competitive than the private sector nationally. PERS and traditional 401(k) plans are both retirement savings vehicles, but they differ considerably in structure, benefits, and employer contribution levels.
 - PERS is a defined benefit pension plan that guarantees to employees a specific retirement benefit based on a formula that considers factors such as salary history and years of service.
 - In contrast, a traditional 401(k) plan is a defined contribution plan where employees and employers contribute to an individual retirement account, but the retirement benefit amount depends on the account's investment performance over time.
 - Although PERS contributions may be shared equally by the employer and employee at 17.50% each, the RTC contributes the full 35% contribution for all PERS participants. At this contribution rate, the RTC contributes a significantly higher percentage of the employee's salary compared to a traditional 401(k) plan, which has an average employer match of around 6%.¹¹ This difference means that for every \$100 of salary, the RTC contributes \$35 to PERS while private sector employers contribute only \$6 to a 401(k), a variance of \$29.
 - The higher contribution rate in PERS provides a more substantial boost to the employee's retirement fund, leading to a greater retirement security and potentially a more predictable income in retirement. On the other hand, a 401(k) plan, while offering tax advantages and more investment choices, places more responsibility on the employee to manage their investments and bears the risk of market fluctuations.
- Regarding medical coverage, the RTC may have an opportunity to address the premium cost share for family tier coverage (50% covered by RTC), the one area in which the organization is *lagging the market*.
- RTC offers its employees two (2) quality medical plan options, a PPO and Surest, an employer-sponsored health plan without a deductible or coinsurance; offering more than one plan allows employees to choose the option that best suits their individual circumstances and is consistent with best practice and current market trends. Given the size of the organization, it is not uncommon to offer up to four (4) options if the RTC wishes to explore additional medical plan choices.
- According to the Kaiser Family Foundation (KFF) 2023 Employer Health Benefits Survey, PPOs remain the most common medical plan type nationally. In 2023, 47% of covered employees enrolled in a PPO, 29% in a high-deductible plan with a savings option (HDHP/SO), 13% in an HMO, 10% in a POS plan, and 1% in a conventional (also known as an indemnity) plan.
- RTC contributes 100% of the premium for single coverage and 50% of the premium for family coverage. The KFF survey found that, on average, covered employees at small organizations contribute 17% of the premium for single coverage and 38% of the premium for family coverage.
- The KFF survey also found that 30% of covered employees at small organizations are enrolled in a plan where the employer pays the entire premium for single coverage (this is the case for only 6% of covered workers at large firms). However, 32% of covered workers at small organizations are in a plan where they must contribute more than half of the premium for family coverage, compared to 8% of covered workers at large organizations.

¹⁰ Sources: *KFF Employer Health Benefits Survey 2023*, Economic Research Institute.

¹¹ Source: *U.S. Bureau of Labor Statistics*, 2023.

- In the following table's RTC Market Position column, a green highlight indicates *leading* the market, blue indicates *matching* the market, and yellow indicates *lagging* the market.

Table 8.

Benefits Provided	Western Region U.S. ¹² 50 – 99 Employees			RTC Market Position
	National U.S.	Government Agency	Transportation	
Health Care Coverage				
Average employer monthly cost of health care premium: single coverage	\$616.58	\$633.48	\$504.64	Leading*
Average employer monthly cost of health care premium: family coverage	\$1,510.00	\$1,446.54	\$1,247.02	Matching*
Percent of health care premium cost covered by employer: single coverage	83%	84%	75%	Leading
Percent of health care premium cost covered by employee: single coverage	17%	16%	25%	Leading
Percent of health care premium cost covered by employer: family coverage	71%	76%	69%	Lagging
Percent of health care premium cost covered by employee: family coverage	29%	24%	31%	Lagging
Percent of covered employees with a benefits waiting period	75%	69%	30%	Matching
Percent of employees with access to prescription drug benefits	95%	96%	88%	Matching
Average benefits eligibility waiting period (months)	2.3	1.8	2.2	Leading
Paid Time Off				
Average annual number of holidays	9.3	10.7	10.5	Leading (12)
Average annual number of paid vacation days after 1 year of service	12	15.3	16.2	Matching (15.6)
Average annual number of paid vacation days after 5 years of service	16	21.8	23.2	18.1**
Benefits Offered and Percent of Employees with Access				
Medical benefits	86%	90%	83%	Matching
Dental benefits	64%	94%	81%	Matching
Vision benefits	42%	85%	65%	Leading
Paid holidays	75%	91%	89%	Matching
Paid vacation	72%	79%	77%	Matching
Paid sick leave	78%	91%	81%	Matching
Retirement benefits	73%	96%	84%	Matching
Hybrid office/remote work benefits	41%	66%	63%	Matching
Flextime (employees choose their own hours of work for fulltime schedule)	57%	61%	63%	Matching
Workweek (for full-time employees, e.g., four 10-hour days, 9/80 schedule)	31%	38%	35%	Matching

*RTC's average monthly premium is \$486.38 for single coverage and \$1,376.20 for family coverage (average of PPO and Surest monthly RTC premiums).

**Combined with RTC's sick leave and personal leave usage policies, RTC matches the national and regional averages for overall paid time off.

¹² Western Region U.S. includes Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Peer Group Benefits Comparison

- As compared to peer group benchmarks¹³ (Table 9), RTC's benefits overall are *competitive* (or "matching") in the types and variety of health care plans offered, a healthcare flexible spending account, life and disability insurance plans, retirement and financial planning, and employee discount programs.
- RTC is *leading* the peer group averages in the areas of employee premiums for single coverage (RTC contributes 100%), a personal leave offering, and a dependent care flexible spending account option.
- RTC may wish to consider offering a short-term disability plan option for its next plan year, the one area in which the organization is *lagging* the peer group average.
- A detailed side-by-side comparison of benefits is provided in the Master Compensation file that accompanies this report.

Table 9.

Benefits Provided	RTC Market Position
Health and Wellness	
Medical, dental, and vision coverages offered	Matching
Variety of plans offered, e.g., PPO, HMO, POS, etc.	Matching
Healthcare flexible spending account offered	Matching
Dependent care flexible spending account offered	Leading
Employer/employee premium share for single coverage	Leading
Life insurance plan	Matching
Long-term disability plan	Matching
Employee assistance program	Matching
Leave and Holidays	
Number of paid holidays	Matching
Vacation accrual amount after 1 year	Matching
Vacation accrual amount after 5 years	Matching
Sick leave accrual amount	Matching
Personal leave	Leading
Bereavement leave	Matching
Retirement/Financial	
Retirement program, e.g., PERS or similar	Matching
Deferred compensation plan offered, e.g., IRC Section 457 plan or similar	Matching
Tuition reimbursement	Matching
Supplemental Benefits	
Flexible work schedules	Matching
Telecommuting	Matching

¹³ Peer group includes RTC of Southern Nevada, Carson City (JAC), Phoenix Public Transport, California Metro, Utah Transit Authority, and Idaho Transportation.

Table 9.

Benefits Provided	RTC Market Position
Voluntary Benefits and Other	
Supplemental life insurance	Matching
AD&D insurance	Matching
Short-term disability plan	Lagging
Transportation and/or employee discounts	Matching

Benefits Enhancement Recommendations

- One of the most effective strategies to attract and retain top talent is by offering a comprehensive and diverse range of benefits. Being known for exceptional employee benefits can improve an organization's reputation and position in the industry.
- The following list (**Table 10**) represents the benefits that are increasingly valued by employees and includes the potential advantages for incorporating these benefits into RTC's offerings; many may be offered as voluntary programs at no cost to the RTC.

Table 10.

Benefit	Advantage
College Loan Assistance	<ul style="list-style-type: none"> • Attracts and retains younger talent, reduces financial stress, increases employee loyalty and productivity, enhances the organization's reputation as a supportive employer
Pet Insurance	<ul style="list-style-type: none"> • Appeals to pet owners, reduces employee stress and absenteeism, enhances work-life balance, and increases employee satisfaction
Paid Parental Leave (sample policies in Attachments G and H)	<ul style="list-style-type: none"> • Supports employees during one of the most significant periods of their lives—welcoming a new child; allows parents the necessary time to bond with their newborn or newly adopted child without the stress of work obligations.
Paid Volunteerism	<ul style="list-style-type: none"> • Encourages community involvement, improves employee morale and engagement, enhances company image and corporate social responsibility, and helps employees develop new skills
Identity Theft Protection (often offered as a supplement to an EAP)	<ul style="list-style-type: none"> • Provides peace of mind, reduces the risk of financial loss and stress, enhances trust in the employer, and can decrease time off work to deal with identity theft issues
Disease Management Program	<ul style="list-style-type: none"> • Provides support for chronic conditions, reduces complications and hospitalizations, lowers healthcare costs, and improves quality of life and productivity for affected employees

Sources: *KFF Employer Health Benefits Survey 2023, Society for Human Resources Management 2024 Employee Benefits Survey.*

Broadening Pool of Potential Candidates for Open Positions Recommendations

Job Description Review: Completed by Simmons Group

- Determine if technical titles are relevant and replace with working titles where they already exist; Simmons Group has provided proposed titles and levels. Other titles for consideration that may be used for posting a position:
 - **Agency Services Manager:** Client Services Manager, Administrative Services Manager, Human Resources Manager
 - **Agency Services Supervisor:** Client Services Supervisor, Administrative Services Supervisor, Human Resources Supervisor
 - **Facility Maintenance:** Maintenance Technician, Facility Technician, Building Maintenance Specialist
 - **Government Relations Officer:** Government Affairs Officer, Government Affairs Specialist
 - **Marketing Administrator:** Marketing Coordinator
 - **Planning Manager:** Urban Planning Manager
 - **Property Agent:** Real Estate Agent
 - **Transit Planner:** Transportation Planner, Urban Planner, Transit Analyst
 - **Traffic Engineer:** Transportation Engineer, Civil Engineer (Traffic Focus), Traffic Operations Engineer
 - **Trip Reduction Analyst:** Transportation Demand Analyst
- Consider eliminating degree requirements where possible and depending on nature of job (States of Utah, Maryland, and Pennsylvania have eliminated this requirement). Job description provided by Simmons Group reflects this change.
- Consider listing experience requirement first before education requirement. Job description provided by Simmons Group reflects this change.
- Identify a cadence to review job descriptions to ensure accuracy of duties. Simmons Group recommends a minimum of every five (5) years.

RTC's Social Media Presence

Table 11.

Website	<ul style="list-style-type: none"> Overall aesthetically modernized with key points identified at first look and good use of icons, color, and links to appropriate sources Promote sustainability; RTC has a sustainability policy and younger generations prioritize Corporate Social Responsibility initiatives
Social Media Presence	<ul style="list-style-type: none"> Exemplar organizations post regularly, advertise job openings on their pages, and feature social media on website Recommend using existing social media channels to promote open position
Flexible/Remote Work Advertising	<ul style="list-style-type: none"> Exemplar organizations mention their stance on remote work on their website's homepage Recommend RTC includes this on the "Careers" page
Benefits Information	<ul style="list-style-type: none"> Exemplar organizations display benefits information on their homepage, in a format that easy for candidates to understand. Benefits unique to RTC include: <ul style="list-style-type: none"> No state income tax or social security tax Public Employee's Retirement System of Nevada (PERS): employer paid retirement, 33.5% of gross pay excluding overtime, with 5-year vesting. Deferred Compensation Plan (IRC Section 457): Payroll deducted supplementary retirement program; allows tax deferred investments through selected providers. RTC contribution match up to 2% of base salary. IRC Section 401(a): Enrollment only open to new employees within 60 days of hire date. Payroll deducted supplementary retirement program through selected providers. Tuition Reimbursement: \$5,250 per fiscal year for tuition and books. Pre-approval required; reimbursement made upon completion of course with a grade of "C" or better. Computer Purchase Program: Interest free loan of \$1,500 for the purchase of a home computer and/or software. The loan must be pre-approved and meet the established guidelines. The loan will be repaid by payroll deductions. The maximum repayment period is two years (52 pay periods). Other conditions may apply. Cell Phone Allowance: Variable monthly allowance if agency determines a cell phone is needed to perform job duties. Auto Allowance: Variable monthly allowance for designated positions only. Health Fair & Vaccination Clinics: Annual in-house events that may be offered. RIDE Bus Pass: RTC ID card allows the holder unlimited bus usage while employed.

Application Process Recommendations

- If positions are urgent, Simmons Group recommends promoting that position on the landing page of the website.
- Consider providing a dropdown menu of options for "Position Applied For:" to take away the guesswork from an applicant.
- Provide ability to upload documents in the application by engaging a User Experience Developer; consider using alternative ways to capture application information to better utilize sourcing:
 - ApplicantPro**: Provides a standalone Applicant Tracking Systems (ATS) that posts to various job boards; and/or

- **Paylocity:** Full Human Resources Information Systems (HRIS) with integrated Applicant Tracking Systems (ATS) system Other integrations include: Employee Onboarding, Learning Management System, Talent Management /Career Management, Succession Planning, Performance Management, 360° Feedback, Benefits Administration and/or Integration, Compensation Administration/Management, Business Intelligence Reporting, Self-Service Portal, Employee Engagement Surveys/Pulse Survey, Employee Recognition/Gamification, Employee Scheduling, Time & Attendance Tracking, Time Clocks, Workforce Management, Compensation Plan Modeling, Self Service Portal for Managers and Employees, Time Off Management, Compliance Management, Integration with QuickBooks, 401k Integration, Check Printing, Deductions Management, Direct Deposit, Employee Expense Reporting and Management, Reporting/Analytics, Tax Compliance, PTO/Leave Tracking, W-2 and 1099 Preparation, and Wage Garnishment; or,
- Other integrated HRIS system.
- Based on the recommendations from the job description review, the Simmons Group advises training managers to consider applicants who may not have a directly applicable degree (e.g., an Engineering degree for engineers), as other qualifications such as work experience, continuing education, and certifications may also be relevant.

Partnership Recommendations

- **Collaboration with Vocational and Technical Schools:** Partner with vocational and technical schools to create pathways for students to enter facility maintenance roles, providing them with necessary training and certification.
- **Alumni Networks:** Tap into alumni networks of employees.
- **Other job boards to consider:**
 - Institute of Transportation Engineers (ITE) Career Center
 - Transportation Research Board (TRB) Careers
 - National Society of Professional Engineers (NSPE)
 - Society of Women Engineers (SWE)

Miscellaneous Considerations

- Consider using media on public transit to promote open positions.
- Consider developing a referral bonus program for current employees where the referring employee will receive incentives at defined milestones of their referee's employment; it is also important to consider a retention component to this program (see **Attachment I** for an example).
- Consider establishing a recognition program for senior engineers who mentor or contribute to the development of junior engineers. This can include awards, bonuses, or public recognition within the agency.

Succession Planning

- RTC is partnered with the University of Reno (UNR) and engages a summer intern on an annual basis. As the organization's structure currently stands, RTC does not have a large pipeline to backfill engineers as most of the roles are in the professional capacity (levels II and above) and there are no positions available in the lower levels (i.e., Engineer I).
- At the conclusion of the internship, RTC is unable to offer a full-time position to the intern because their skillset does not meet the current requirements of the Engineer position. It is a desire by management and recommended by Simmons Group to establish entry-level positions. This would allow for the training of an intern into a full-time position at the conclusion of an internship. The benefit to RTC is a stronger partnership with local universities with actual job opportunities for students upon graduation.
- While it is perceived that a tenured person is the best candidate for the role, often times developing someone into the position benefits the candidate, the person training the candidate (the mentor), and the organization:
 - For the Candidate
 - **Internal Promotions:** employees who see clear career progression opportunities within the organization are more likely to stay. Internal hires tend to have lower turnover rates compared to external hires.
 - **Employee Loyalty:** when employees are promoted from within, they develop a greater sense of loyalty and commitment to the organization. Talent promoted internally tends to have longer tenures.
 - For the Mentor:
 - **Delegation of Routine Tasks:** Entry-level employees can take on routine, administrative, and less complex tasks, allowing senior employees to focus on more strategic and high-value activities. This can improve efficiency and productivity within the team.
 - **Support Functions:** Junior employees can provide necessary support in research, data collection, and initial project work, freeing up senior staff to concentrate on critical decision-making and project oversight.
 - **Skill Development:** Senior employees can develop their own skills by teaching and guiding others, which can also lead to fresh perspectives and innovative solutions. Further, teaching and guiding others can enhance leadership skills and job satisfaction. This experience is valuable for senior staff looking to move into higher managerial or executive roles.
 - **Knowledge Transfer:** Encouraging entry-level employees to learn from senior staff ensures that critical institutional knowledge is retained within the organization, reducing dependency on any single individual.
 - **Balanced Team Structure:** A mix of senior and junior employees creates a more balanced team structure, where tasks are appropriately distributed according to skill levels and experience.
 - **Diverse Perspectives:** Junior employees often bring new ideas and perspectives, fostering a more dynamic and innovative working environment.
 - **Strategic Focus:** With entry-level employees handling routine tasks, senior employees can focus on long-term strategic planning, innovation, and leadership activities that drive the company forward.
 - **Increased Efficiency:** By delegating operational tasks to junior staff, senior employees can work more efficiently on complex projects that require their expertise.
 - For the Organization:
 - **Diversity:** RTC benefits from the value of diverse perspectives and the potential for innovation.

- **Succession Planning:** Building a pipeline ensures that there is a pool of ready and capable internal candidates to fill key roles as they become available. This reduces the time and cost associated with external recruitment and helps maintain organizational stability and retention of younger staff as they see a career path.
- **Career Development Opportunities:** Providing clear career paths and opportunities for advancement boosts employee engagement and morale. Gallup research shows that employees who feel their organization is invested in their development are more engaged and productive.
- **Reduced Recruitment Costs:** Internal hires typically cost less to recruit and onboard compared to external hires. Gallup estimates that the replacement of leaders and managers costs around 200% of their salary, the replacement of professionals in technical roles is 80% of their salary, and frontline employees 40% of their salary.¹⁴
- **Shorter Onboarding Periods:** Employees promoted from within are already familiar with the company culture, processes, and systems, leading to shorter onboarding and ramp-up times. This increases overall productivity and reduces the time to full performance.
- **Institutional Knowledge:** Employees who have grown within the organization possess valuable institutional knowledge and understanding of the company's operations, culture, and history. This knowledge is critical for making informed decisions and maintaining continuity.
- **Recognition and Motivation:** Promoting from within serves as recognition of employees' hard work and dedication, motivating them and their peers to perform at higher levels.

Veteran Programs: SkillBridge

Simmons Group recommends the participation in the Department of Defense (DoD) SkillBridge program. Skillbridge is an initiative designed to help service members transition to civilian careers by providing them with valuable work experience during the last 180 days of their military service. This program connects service members with industry partners for training, apprenticeships, or internships, allowing them to gain practical experience in civilian job roles while still receiving their military pay and benefits.

Key features of the SkillBridge program include:

- **Eligibility and Participation:** Any rank, whether enlisted or officer, and any department can participate in SkillBridge, provided they have their commander's approval. The program allows service members to work with private sector employers, non-profits, or public agencies during their last 180 days of active duty.
- **Benefits:** Participants continue to receive their military compensation and benefits while gaining civilian work experience. This arrangement offers a dual benefit: service members can transition smoothly to civilian employment, and employers get access to highly trained, motivated individuals. This also allows the organization to assess competency for the appropriate position and serve as a training period.

Table 12 is intended to provide correlated DoD positions to RTC positions. These are not direct comparisons, as different titles can be used to describe a position. Similar experience from the DoD positions may be considered and applied to RTC positions for SkillBridge participants and any veteran. It is best practice to review resumes and applications to confirm eligibility for the position.

¹⁴ <https://www.gallup.com/workplace/646538/employee-turnover-preventable-often-ignored.aspx>.

Table 12.

	Department of Defense	Regional Transportation Commission
Engineering	Environmental Engineer Mechanical Engineer Structural Engineer Architect Civil Engineer	Engineer
	Civil Engineer Technician Environmental Engineer Technician Mechanical Engineer Technician Structural Engineer Technician Engineering Technician	Engineering Technician
Facilities and Operations	Facilities Manager Resorts Facilities Manager	Facilities Manager
	Facilities Engineer Civil Engineer General Engineer Interdisciplinary Engineer Mechanical Engineer	Facilities Engineer
	Maintenance Technician Mechanical Engineer Technician Engineering Technician	Maintenance Technician
	Building Management Specialist	Facilities Maintenance Specialist
Planning	Logistics Planner Environmental Planner Strategic Planner Space Operations Planner Transportation Planner Interdisciplinary Community Planner Civil Engineer Architect Interdisciplinary Engineer Interdisciplinary Environmental Program Manager	Transit Planner Paratransit Planner Transit Operations Manager

Veteran Programs: SkillBridge (continued)

Table 12.

	Department of Defense	Regional Transportation Commission
	Administrative Assistant Administrative Officer Administrative Support Assistant General Administrative	Administrative Assistant Executive Office Administrator Legal Administrative Assistant HR Generalist HR Specialist
	Customer Service Representative	Customer Service Representative
Administrative and Support	Human Resources Specialist Administrative Technical Specialist Assistant HR Officer Equal Employment Specialist HR Assistant HR Officer Supervisor HR Specialist	Human Resources Specialist Human Resources Generalist
	Communications Specialist General Administrative Emergency Services Communications Technician	Communications Specialist Public Information Officer Public Affairs Manager
	Financial Analyst	Financial Analyst
	Systems Engineer IT Specialist Computer Engineer Computer Scientist	Information Technology Analyst
Finance	Accountant Accounting & Budget Accounting Clerk Accounting Officer Accounting Technician Accounts Maintenance Clerk Staff Accountant	Accountant Series
	Budget Analyst Auditor Budget Officer Business Analyst Cost Analyst Financial Analyst Financial Specialist Financial Systems Analyst Financial Technician	Financial Analyst Series

Table 12.

	Department of Defense	Regional Transportation Commission
	Quality Review Analyst	
	Financial Management Analyst Financial Manager Financial Officer	Financial Manager
	Military Pay Technician	Accounting & Payroll Specialist

Attachments

Attachment A: Quartile Placement Guidelines Based on Years of Experience

- For purposes of sound compensation management and based on compensation practitioner best practice, compensation data is reported by **percentile**, with the **25th**, **50th**, and **75th** percentiles as the most common data points.
- The 50th percentile represents the market median compensation for the position, i.e., 50 percent of the position incumbents earn lower compensation and 50 percent of the position incumbents earn higher compensation. The 25th percentile indicates that 25 percent of position incumbents are compensated at that amount or lower; the 75th percentile indicates that 25 percent of position incumbents are compensated at that amount or higher.
- In practice, market percentiles are often used as data points to develop an organization’s internal **pay range structure**, which typically consists of a **minimum**, **midpoint**, and **maximum** salary or wage for each of the organization’s positions. The pay range midpoint is usually based on the market median pay rate, with the entire range divided into four segments, or **quartiles**. Compensation and Human Resources practitioners determine actual pay based on the pay range quartiles and the employee’s qualifications, experience, knowledge, skills, and competencies.

Quartile Placement Guidelines Based on Years of Experience

Salary Range Quartiles	1 st Quartile	2 nd Quartile	3 rd Quartile	4 th Quartile
Typical Years of Direct Job-Related Experience	0 < 2	2 < 5	5 < 10	10+
Qualifications	Meets minimum qualifications	Meets all qualifications required for the job	Recognized as a seasoned professional	Subject matter expert
Experience	Little to no previous experience	Has previous directly related work experience	Substantial job-related experience	Significant job-related experience
Knowledge/Skills	Needs to develop requisite knowledge and skills	Generally, has the knowledge and skills needed to perform the job independently	Fully capable of performing job duties independently	Exhibits broad and deep knowledge of the job and related areas
Competencies	Has demonstrated select job competencies and is still learning	Demonstrates functional competency	Exhibits in-depth proficiency required for the job	Exhibits wide-ranging proficiency required for the job

Attachment B: Example Merit Matrices Based on Employee Performance and Pay Position-in-Range

5-Point Rating Scale, 4.0% Merit Budget

	Actual Employee Rating	Performance Rating x	EMPLOYEE POSITION-IN-RANGE							Budget
			0.05	0.10	0.15	0.20	0.25	0.30	0.35	
5	0.22	1.10	0.05	0.10	0.15	0.20	0.25	0.30	0.35	1.16
4	0.44	1.76	0.10	0.20	0.30	0.40	0.50	0.60	0.70	1.89
3	0.25	0.75	0.05	0.10	0.15	0.20	0.25	0.30	0.35	0.94
2	0.09	0.18	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.01
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		3.79								4.0

Position-in-Range by Performance Rating and Quartile = (Ratings Distribution x Position-in-Range Distribution) x (Merit Increase Percent)

← Merit Budget

3-Point Rating Scale, 5.0% Merit Budget

Performance Ratings	Ratings Distribution	Mean Rating	EMPLOYEE POSITION-IN-RANGE								Budget
			First Quartile		Second Quartile		Third Quartile		Fourth Quartile		
			0.04	0.08	0.30	0.60	0.06	0.06	0.06	0.06	
3	0.25	0.75	7.5	0.08	6.5	0.49	6.0	0.90	5.0	0.08	1.54
2	0.65	1.30	7.0	0.18	6.0	1.17	5.0	1.95	4.5	0.18	3.48
1	0.10	0.10	1.5	0.01	0.0	0.00	0.0	0.00	0.0	0.00	0.01
		2.15									5.0

- The blue-shaded cells are the actual merit increase percentages by employee performance rating and pay position in their salary range (i.e., first quartile, second quartile, third quartile, fourth quartile) and are completed manually*.
- If using a budget as in these examples, first enter the merit budget percent in the mid-level performance rating cell that corresponds to the **quartile with the majority of employees**; then complete all other blue-shaded cells manually* to balance to the **pre-determined budget percent**.

*Merit increase percentages should be allocated based on compensation best practice, as follows:
 -The higher the performance rating, the higher the merit increase, *and*
 - Merit increase amounts should decrease by quartile, with the first quartile providing the highest merit increase.

Attachment C: Pay for Performance Policy

Purpose:

The purpose of this policy is to establish a framework for rewarding employees based on their performance, aligning compensation with individual contributions to the success of the Regional Transportation Commission of Washoe County (RTC).

Scope:

This policy applies to all regular full-time and part-time employees of RTC.

Policy Statement

1. Performance Evaluation:

- Performance evaluations will be conducted annually (or as per RTC's performance review cycle) to assess each employee's performance against established goals and expectations.

2. Merit-Based Pay Increases:

- Pay increases, including merit-based adjustments, will be tied to performance evaluation results.
- Employees who consistently meet or exceed performance expectations may be eligible for merit increases.

3. Performance Criteria:

- Performance criteria will be clearly defined and communicated to employees during the performance evaluation process.
- Criteria may include but are not limited to: job knowledge and skills, quality of work, productivity, teamwork, initiative, and adherence to RTC values.

4. Performance Ratings:

- Performance ratings will be assigned based on objective assessment of performance against predetermined criteria.
- Ratings may vary from "Below Expectations" to "Exceeds Expectations" or similar scale as defined by RTC.

5. Pay Adjustment Guidelines:

- Pay adjustments will be determined based on performance ratings, with higher ratings generally correlating to higher pay increases.
- HR and management will review and approve all pay adjustments to ensure consistency and fairness.

6. Communication and Transparency:

- Employees will receive timely and constructive feedback on their performance throughout the evaluation period.

- HR and managers will communicate pay decisions and the rationale behind them clearly and transparently to employees.

7. Appeals Process:

- Employees who believe their performance evaluation or resulting pay adjustment is unfair may appeal through a designated process outlined in RTC's personnel rules and policies.
- The appeals process will involve a review by HR and/or senior management to ensure fairness and consistency.

8. Training and Development:

- RTC will support employees in achieving performance goals through training, development opportunities, and ongoing feedback.

9. Non-Retaliation:

- Employees will not face retaliation or discrimination for participating in the performance evaluation process or raising concerns related to their evaluation or compensation under this policy.

Implementation:

- This policy will be communicated to all employees through the employee handbook and/or during onboarding sessions.
- HR will provide training to managers and supervisors on conducting effective performance evaluations and making fair pay decisions.

Review and Revision:

- This policy will be reviewed annually or as needed to ensure alignment with best practices and legal requirements.
- Any revisions to the policy will be made in consultation with HR, senior management, and legal counsel.

Approval:

- This policy has been approved by [Senior Management/HR Department] and is effective as of [Effective Date].

Summary:

This policy aims to foster a culture of performance excellence by linking employee compensation directly to their contributions and achievements within the Regional Transportation Commission of Washoe County. By rewarding employees based on their performance, RTC seeks to motivate continuous improvement, enhance employee engagement, and drive organizational success.

Attachment D: Salary Compression Avoidance Policy

Purpose:

The purpose of this policy is to mitigate salary compression issues within [Company Name] to ensure fair and equitable compensation practices across all levels of leadership and their direct reports.

Scope:

This policy applies to all employees of the Regional Transportation Commission of Washoe County (RTC) who hold leadership positions and their direct reports.

Policy Statement

1. Definition of Salary Compression:

- Salary compression occurs when:
 - there is an insufficient pay gap between employees in leadership positions and their direct reports, despite differences in experience, responsibilities, and contributions, OR
 - when newly hired, less experienced employees earn close to what current employees make.

2. Guideline for Minimum Compression:

- There should be a minimum salary compression of 10% between an employee in a leadership position (supervisor, manager, director, etc.) and their direct reports within the same reporting structure.
 - When hiring new employees, considering offering other benefits that do not correlate to base salary, including non-financial benefits or onboarding bonuses.

3. Review and Adjustment Process:

- HR will conduct regular reviews to identify instances of salary compression.
- When salary compression is identified, HR will assess the situation to determine appropriate adjustments.
 - Adjustments may include increasing the salary of the direct report, adjusting the salary of the leader, or both, to maintain the minimum compression guideline.

4. Factors Considered in Review:

- During the review process, HR will consider factors such as job responsibilities, performance evaluations, market data, internal equity, and any other relevant factors affecting compensation decisions.

5. Communication and Transparency:

- HR will communicate any adjustments related to salary compression to both the leader and their direct report (if applicable and appropriate) in a transparent manner.

- Employees will be informed of the reasons for adjustments and any changes in their compensation.

6. Exceptions:

- Exceptions to the minimum compression guideline may be considered in rare cases where justified by specific business needs or strategic reasons. Any exceptions must be approved by [Senior Management/HR Department].

7. Monitoring and Compliance:

- HR will monitor compliance with this policy to ensure consistent application across all departments and levels of the organization.
- Managers and HR will work collaboratively to address any instances of salary compression promptly and effectively.

8. Non-Retaliation:

- Employees will not face retaliation or discrimination for raising concerns or participating in discussions related to salary compression under this policy.

Implementation:

- This policy will be communicated to all employees, particularly those in leadership roles, during onboarding and through RTC's personnel rules and policies handbook.
- HR will provide training and guidance to managers and supervisors on how to identify and address salary compression issues effectively.

Review and Revision:

- This policy will be reviewed annually or as needed to ensure its effectiveness and relevance.
- Any revisions to the policy will be made in consultation with HR, senior management, and legal counsel to comply with current laws and best practices.

Approval:

- This policy has been approved by [Senior Management/HR Department] and is effective as of [Effective Date].

Summary:

This policy aims to maintain fair and competitive compensation practices by addressing and mitigating salary compression issues within RTC. It ensures that employees are compensated appropriately based on their roles and responsibilities, while also promoting transparency and fairness across the organization.

Attachment E: Employee Classification Appeal Policy

Purpose:

The purpose of this policy is to establish a fair and transparent process for employees to appeal job classification decisions when they believe their job duties and responsibilities warrant a different classification.

Scope:

This policy applies to all employees who are subject to job classification decisions within the Regional Transportation Commission of Washoe County (RTC).

Policy Statement:

1. Initial Classification Process:

- Job classifications are initially determined based on job descriptions, duties, responsibilities, and other relevant factors as outlined in RTC's job classification guidelines.

2. Employee Request for Review:

- An employee may request a review of their job classification if they believe it does not accurately reflect their current duties and responsibilities. Such requests are limited to no more than once per fiscal year and must be made in writing to the employee's immediate supervisor or the Human Resources (HR) department.

3. Review Process:

- Upon receipt of an appeal, the HR department will conduct a thorough review of the job duties and responsibilities in question.
- The review may include consultation with the employee, their supervisor, and any other relevant stakeholders.
- The HR department may also consider industry standards and benchmarks for similar roles.

4. Decision and Notification:

- A decision regarding the job classification review will be communicated to the employee in writing.
- If the job classification is adjusted, the effective date of the change will be specified.
- If the appeal is denied, the reasons for the decision will be clearly outlined.

5. Appeal of Decision:

- If the employee disagrees with the outcome of the job classification review, they may appeal further through a designated appeals process. This process may involve escalation to higher management or a review committee.
- The decision made at this stage will be final and binding.

6. Confidentiality:

- All information related to the job classification review, including the appeal process, will be handled confidentially and shared only with those directly involved in the review process.

7. Non-Retaliation:

- Employees will not face retaliation or discrimination for initiating a job classification review or appeal under this policy.

Implementation:

- This policy will be communicated to all employees through the employee handbook or other appropriate channels.
- HR will provide guidance and support to employees and managers regarding the job classification review process.

Review and Revision:

- This policy will be reviewed periodically to ensure its effectiveness and relevance. Any necessary revisions will be made in consultation with HR and legal counsel to maintain compliance with relevant laws and regulations.

Compliance:

- Compliance with this policy is mandatory for all employees and managers involved in the job classification review process.

Approval:

- This policy has been approved by [Senior Management/HR Department] and is effective as of [Effective Date].

Summary:

This policy aims to uphold fairness and transparency in job classification decisions and provides a structured process for employees to appeal such decisions when necessary. Employees are encouraged to utilize this process if they believe their job classification does not accurately reflect their role within the organization.

Attachment F: Employee Compensation Appeal Policy

Purpose:

The purpose of this policy is to establish a consistent and equitable process for employees to appeal compensation decisions when they believe their compensation does not appropriately reflect their contributions, skills, or market value.

Scope:

This policy applies to all employees of the Regional Transportation Commission of Washoe County (RTC) who have concerns regarding their compensation package and wish to request a review.

Policy Statement:

1. Initial Compensation Review Process:

- Compensation decisions are initially determined based on factors such as job responsibilities, skills and qualifications, market trends, internal equity, and performance evaluations.

2. Employee Request for Review:

- An employee may request a review of their compensation if they believe there is an inequity or if their compensation does not align with their role or market standards. Such requests are limited to no more than once per fiscal year and must be made in writing to the employee's immediate supervisor or the Human Resources (HR) department.

3. Review Process:

- Upon receiving an appeal, HR will conduct a thorough review of the employee's compensation package.
- The review may include an assessment of the employee's job responsibilities, skills, qualifications, performance evaluations, and relevant market data.
- HR may consult with the employee's supervisor, department head, and/or other relevant stakeholders as part of the review process.

4. Decision and Notification:

- HR will communicate the outcome of the compensation review appeal to the employee in writing.
- If adjustments to compensation are deemed necessary, HR will specify the nature and effective date of the changes.
- If the appeal is denied, HR will provide a clear explanation of the reasons for the decision.

5. Appeal of Decision:

- If the employee disagrees with the outcome of the compensation review appeal, they may request a further review through a designated appeals process.
- The appeals process may involve escalation to higher management or a review committee, as determined by RTC policy.

- The decision made at this stage will be final and binding.

6. Confidentiality:

- All information related to the compensation review appeal, including discussions, decisions, and outcomes, will be handled confidentially and shared only with those directly involved in the review process.

7. Non-Retaliation:

- Employees will not face retaliation or discrimination for exercising their right to appeal a compensation decision under this policy.

Implementation:

- This policy will be communicated to all employees through the employee handbook and/or during onboarding sessions.
- HR will provide guidance to employees and managers regarding the compensation review appeal process.

Review and Revision:

- This policy will be reviewed periodically to ensure its effectiveness and compliance with legal requirements and industry best practices.
- Any necessary revisions will be made in consultation with HR, senior management, and legal counsel.

Compliance:

- Compliance with this policy is mandatory for all employees and managers involved in the compensation review appeal process.

Approval:

- This policy has been approved by [Senior Management/HR Department] and is effective as of [Effective Date].

Summary:

This policy aims to uphold fairness and transparency in compensation decisions and provides a structured process for employees to appeal such decisions when they have legitimate concerns. Employees are encouraged to utilize this process to ensure their compensation aligns with their contributions and market value within the organization.

Attachment G: Sample Paid Parental Leave Policy Option 1 – Partially Paid Leave

Purpose/Objective

The Company will allow up to six (6) weeks of birthing parent leave or four (4) weeks of parental leave to team members immediately following the birth of a team member's child or the adoption of a child. The purpose of parental leave is to enable the team member to care for and bond with a newborn or a newly adopted child. This policy will be in effect for births or adoptions occurring on or after July 1, 2025.

Eligibility

Eligible team members must meet the following criteria:

- Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).
- Be a full-time, regular team member (temporary and part-time team members and interns are not eligible for this benefit).

In addition, team members must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or partner of someone who has given birth to a child.
- Have adopted a child, age 17 or younger. The adoption of a child by a new spouse is excluded from this policy.

Amount, Time Frame and Duration of Parental Leave

Eligible team members will receive a maximum of six (6) weeks of birthing parent leave or four (4) weeks parental leave per birth or adoption of a child or children. Multiple births or adoptions (e.g., the birth of twins or adoption of siblings) does not increase the total amount of parental leave granted for that event. In addition, in no instance will a team member receive more than six (6) weeks or four (4) weeks of parental leave in a rolling 12-month period, regardless of whether more than one birth or adoption occurs within that 12-month time frame.

- Birth parent team members will receive two (2) weeks of paid birthing parent leave (based upon their regular pay) and four (4) weeks of unpaid birthing parent leave, for a total of six (6) weeks leave.
- Other team members who are eligible for this policy (e.g. spouses or partners) will receive two (2) weeks of paid parental leave (based upon their regular pay) and two (2) weeks of unpaid parental leave, for a total of four (4) weeks leave.
- Team members who have adopted a child will receive two (2) weeks of paid parental leave (based upon their regular pay) and two (2) weeks of unpaid parental leave, for a total of four (4) weeks leave.
- Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved parental leave for parents other than a birth parent may be taken at any time during the six-month period immediately following the birth or adoption of a child. Parental leave may not be used or extended beyond this six-month time frame.
- In the event that the team member has given birth, the two (2) weeks of paid parental leave will commence at the time of the birth.
- Team members must take parental leave in one continuous period of leave and must use all parental leave during the six-month time frame indicated above. Any unused parental leave will be forfeited at the end of the six-month time frame.
- Upon termination of the individual's employment at the company, the team member will not be paid for any unused parental leave for which the team member was eligible.

Coordination with Other Policies

- The company will maintain all benefits for team members during the parental leave period, similar to other company leave.
- If a company holiday or administrative leave occurs while the team member is on parental leave, the holiday or administrative leave will not extend the total parental leave entitlement.
- All return-to-work dates will be agreed upon and determined upon the approval of leave. Team members failing to return to work upon completion of an approved leave or taking leave exceeding parental leave entitlement, will be considered to have voluntarily resigned as of the date the leave expired.
- Working at another job while on a leave is prohibited and considered a voluntary resignation of employment with The Company.
- If a team member misrepresents the reason for requested leave, the team member may be subject to disciplinary action up to and including termination.

Requests for Paid Parental Leave

- The team member will provide his or her supervisor and the Human Resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The team member must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all company policies, the organization has the exclusive right to interpret this policy, and exceptions are at the sole discretion of the President.

Additional Information

- While on leave, the Company may require that the team member return all company property (e.g. company phone, laptop, etc.)

Attachment H: Sample Paid Parental Leave Policy Option 2 – Fully Paid Leave

Purpose/Objective

The Company will allow up to six (6) weeks of birthing parent leave or four (4) weeks of parental leave to team members immediately following the birth of a team member's child or the adoption of a child. The purpose of paid parental leave is to enable the team member to care for and bond with a newborn or a newly adopted child. This policy will be in effect for births or adoptions occurring on or after July 1, 2025.

Eligibility

Eligible team members must meet the following criteria:

- Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).
- Be a full-time, regular team member (temporary and part-time team members and interns are not eligible for this benefit).

In addition, team members must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or partner of someone who has given birth to a child.
- Have adopted a child, age 17 or younger. The adoption of a child by a new spouse is excluded from this policy.

Amount, Time Frame and Duration of Parental Leave

Eligible team members will receive a maximum of six (6) weeks of birthing parent leave or four (4) weeks parental leave per birth or adoption of a child or children. Multiple births or adoptions (e.g., the birth of twins or adoption of siblings) does not increase the total amount of parental leave granted for that event. In addition, in no instance will a team member receive more than six (6) weeks or four (4) weeks of parental leave in a rolling 12-month period, regardless of whether more than one birth or adoption occurs within that 12-month time frame.

- Parental leave is compensated at 100% of the team member's regular pay by use of the team member's bank of Paid Time Off (PTO) hours, until PTO hours have been exhausted.
- Once the team member's PTO hours have been exhausted, the Company will compensate the team member at:
 - 100% of their regular pay for the remainder of the parental leave for a parent who has given birth.
 - 50% of their regular pay for the remainder of the parental leave period for a parent/partner/guardian who has not given birth.
- Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved parental leave for parents other than a birth parent may be taken at any time during the six-month period immediately following the birth or adoption of a child. Parental leave may not be used or extended beyond this six-month time frame.
- In the event that the team member has given birth, the six (6) weeks of paid parental leave will commence at the time of the birth.
- Team members must take parental leave in one continuous period of leave and must use all parental leave during the six-month time frame indicated above. Any unused parental leave will be forfeited at the end of the six-month time frame.
- Upon termination of the individual's employment at the company, the team member will not be paid for any unused parental leave for which the team member was eligible.

Coordination with Other Policies

- The company will maintain all benefits for team members during the parental leave period, similar to other company leave.
- If a company holiday or administrative leave occurs while the team member is on parental leave, the holiday or administrative leave will not extend the total parental leave entitlement.
- All return-to-work dates will be agreed upon and determined upon the approval of leave. Team members failing to return to work upon completion of an approved leave or taking leave exceeding parental leave entitlement, will be considered to have voluntarily resigned as of the date the leave expired.
- Working at another job while on a leave is prohibited and considered a voluntary resignation of employment with The Company.
- If a team member misrepresents the reason for requested leave, the team member may be subject to disciplinary action up to and including termination.

Requests for Paid Parental Leave

- The team member will provide his or her supervisor and the Human Resource department with notice of the request for leave at least 90 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The team member must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all company policies, the organization has the exclusive right to interpret this policy, and exceptions are at the sole discretion of the Executive Director.

Additional Information

While on leave, the Company may require that the team member return all company property (e.g. company phone, laptop, etc.)

Attachment I: Sample Recruitment Incentive Plan

The agency is excited to announce a great new incentive plan for team members. If you know someone that might be a good fit for the RTC, you may qualify for an incentive payment under this plan. The General Rules are as follows:

- Refer applicants for open positions. If your referral is hired, you and your referral may be eligible for the Recruitment Incentive Plan.
- Newly hired team members that are referred for an approved Recruitment Incentive Plan Position will be paid the following provided they are employed, and their employment status is in good standing (i.e., no disciplinary action) at time of payment(s):

<u>Hourly Team Members</u>	<u>Supervisor/Manager</u>
\$ 100.00 after 30 days	\$ 100.00 after 30 days
\$ 500.00 after 3 months	\$ 500.00 after 3 months
\$ 1,000.00 after 9 months	\$ 1,000.00 after 9 months

- Current team members that are eligible for the Recruitment Incentive Plan will be paid the following provided both the team member and the referred New Hire are employed, and both their employment status are in good standing at time of payment(s):

<u>Hourly Team Members</u>	<u>Supervisor/Manager</u>
\$ 100.00 after 30 days	\$ 1,000.00 after 9 months
\$ 200.00 after 3 months	
\$ 300.00 after 6 months	

- If the referring Team Member is no longer employed at the time the payment would be made, but the New Hire is still employed and their employment is in good standing, the New Hire will continue to be eligible for the Recruitment Incentive Plan.
- If the New Hire is no longer employed or their employment is not in good standing at the time the payment would be made, neither the New Hire nor the referring current team member are eligible for the Recruitment Incentive Plan.
- Candidates (potential New Hire) must indicate who referred them on their application.
- If the referring team member is a department head, they are not eligible for the Recruitment Incentive Plan if the New Hire is for their current department. The Human Resources department is also not eligible for the Recruitment Incentive Plan.
- Recruitment incentive payments will be paid on the next paycheck following each of the three waiting periods. All applicable taxes will be deducted from the recruitment incentive payment.
- Participation in this Recruitment Incentive Plan is voluntary. The Recruitment Incentive Plan may be modified or terminated by the RTC at any time, and does not create any obligation or commitment by the RTC of continued employment with any team member. Anyone found to be attempting to manipulate the program will face disciplinary action up to and including termination.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/15/2024

Agenda Item: 6.3.

To: Regional Transportation Commission

From: Tracy Larkin Thomason, Director of NDOT

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.
