

**Location:**



**REGIONAL TRANSPORTATION COMMISSION**  
**1105 Terminal Way, 1<sup>st</sup> Floor Great Room, Reno, NV**  
**Date/Time: 8:30 A.M. - Friday, September 18, 2026**

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

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

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**1. Call to Order:**

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

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

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

**4. Discussion Items and Presentations:**

- 4.1 Discussion and possible action to consider and interview the following candidates for the RTC Executive Director position: Daniel Gabiou, Dale Keller, Mukesh Kumar; and select the next Executive Director pending negotiation and execution of an employment contract for Board approval. (For Possible Action)

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

**5.1. Minutes**

- 5.1.1 Approve the meeting minutes for the 08/21/2026 RTC Board meeting. (For Possible Action)

**5.2. Planning Department**

- 5.2.1 Approve a contract with Parametrix, Inc., for planning services to complete Neighborhood Network Plans 5 & 6, in an amount not-to-exceed \$224,600. (For Possible Action)
- 5.2.2 Approve a contract with Parametrix, Inc., for consulting services on the Silverada-Wedekind-Clear Acre-Sutro and 7th-Kings Row-Keystone Corridor Studies, in an amount not-to-exceed \$399,360. (For Possible Action)
- 5.2.3 Approve a contract with GCW, Inc., for planning services to complete the 4th Street Corridor Study, in an amount not-to-exceed \$149,900. (For Possible Action)
- 5.2.4 Approve the RTC staff-recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2027. (For Possible Action)

**5.3. Engineering Department**

- 5.3.1 Approve a contract with Lumos and Associates, Inc., for design and engineering during construction services related to the 2027 Preventive Maintenance Project, in an amount not-to-exceed \$1,166,935. (For Possible Action)
- 5.3.2 Approve Amendment No. 2 to the contract with Wood Rodgers, Inc., for additional engineering design and engineering during construction services to extend the scope through final design and construction of the Ninth Street Extension from Evans Avenue to Wells Avenue in connection with the University Area Transportation Project, in the amount of \$1,147,621, for a new total not-to-exceed amount of \$1,806,271. (For Possible Action)

**5.4. Public Transportation/Operations Department**

- 5.4.1 Approve an Interlocal Cooperative Agreement with Washoe County Human Services Agency to provide funds for senior/disabled transportation services in the non-urbanized area of Gerlach, in the amount of \$20,000. (For Possible Action)

**5.5. Executive, Administrative and Finance Department**

- 5.5.1 Approve a contract with Trifox LLC for wage compliance services related to certified payroll monitoring, prevailing wage and Davis-Bacon Act compliance, and related LCP Tracker administration for the period January 1, 2027 through June 30, 2030, in an amount not-to-exceed \$264,285. (For Possible Action)

**6. 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.*

**7. 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.*

**8. Adjournment (For Possible Action)**



## **REGIONAL TRANSPORTATION COMMISSION of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 4.1.

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

**SUBJECT: Interviews and Selection of an Executive Director**

### **RECOMMENDED ACTION**

Discussion and possible action to consider and interview the following candidates for the RTC Executive Director position: Daniel Gabiou, Dale Keller, Mukesh Kumar; and select the next Executive Director pending negotiation and execution of an employment contract for Board approval.

### **BACKGROUND AND DISCUSSION**

On April 24, 2026, Bill Thomas, Executive Director, announced a retirement date, effective October 30, 2026. At its May 15, 2026 Board meeting, the Board took action to authorize the Executive Director to initiate a recruitment and hiring process to fill the Executive Director position. The process presented to the Board was based on RTC Management Policy 301, which establishes a recruitment and hiring process that RTC follows unless the Board elects to establish a different process.

RTC engaged CPS Consulting to advertise an open competitive recruitment. CPS Consulting interviewed Board members and key RTC staff to develop a strong understanding of the technical qualifications and personality characteristics of the candidates who would most likely be the best fit for RTC.

At its June 25, 2026 meeting, the Board took action to approve the Executive Director job description, compensation range, statement of benefits, and employment contract template, for use in the Executive Director recruitment and hiring process. The job announcement was posted on Thursday, July 9, 2026 with a deadline of Saturday, August 8, 2026.

CPS Consulting conducted the recruitment and screening of candidates and has recommended three candidates to proceed to the final interview stage. The following candidates will be considered and interviewed by the Board at the meeting:

1. Daniel Gabiou
2. Dale Keller
3. Mukesh Kumar

CPS Consulting has prepared a candidate Evaluation Manual with candidate cover letters and resumes (personal information redacted) which is attached. The job description for the position is also attached.

The Board will interview each candidate in the order above (alphabetical). Candidates will be sequestered before and after their interview. The interview process is outlined as follows:

- Each candidate will be given a maximum of 5 minutes to provide an introduction, including: background; capabilities; and reasons for interest in the job.
- Each commissioner will ask a question (five questions in total). Each candidate will be given five minutes to respond to each question.
- The Clerk will time the periods above.

Once all of the interviews have been conducted, the Board will have an opportunity to discuss the position and qualifications of the candidates. The Chair will then ask each Commissioner to nominate their top candidate to be selected for the Executive Director position. The nomination process is outlined as follows:

- Each Commissioner will nominate their top candidate.
- If all or a majority of Commissioners nominate the same candidate, the Chair may entertain a motion to select that candidate.
- The Chair may invite comments and discussion from Commissioners before the motion or vote.

Suggested Motion on Top Candidate: *"I move to select [CANDIDATE NAME] as the RTC's next Executive Director pending negotiation and execution of an employment contract."*

The Chair and legal counsel will negotiate the final terms and conditions of the employment contract with the selected candidate pursuant to RTC Management Policy 301. The employment contract template is attached. Except as otherwise modified by the employment contract, the Executive Director will be entitled to the same benefits, and subject to the same terms and conditions of employment, as other RTC management employees. The employment contract will be brought back to the Board in October for consideration and approval prior to execution by the Chair.

The Executive Director will begin work on the date specified in the employment contract.

### **FISCAL IMPACT**

Funding for the position is included in the budget.

### **PREVIOUS BOARD ACTION**

6/25/2026 - Approved the Executive Director job description, compensation range, statement of benefits, and employment contract template, for use in the Executive Director recruitment and hiring process.

5/15/2026 - Authorized the Executive Director to initiate a recruitment and hiring process to fill the Executive Director Position.

# Evaluation Manual



## Executive Director Regional Transportation Commission of Washoe County

September 18, 2026

**David Niemeyer**  
[dniemeyer@cpshr.us](mailto:dniemeyer@cpshr.us)

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2450 Del Paso Rd. Suite 220  
Sacramento, CA 95834  
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CPS HR  CONSULTING

## Key Attributes Being Assessed

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At the beginning of this recruitment, the Commission identified attributes of the ideal **Executive Director** candidate. These attributes have been utilized during the recruitment and the preliminary screening of candidates. While many factors will contribute to the Commission's selection of a final candidate for this position, a review of these attributes should assist greatly in the evaluation of candidates.

### The Ideal Candidate

The ideal Executive Director will have the following skills and characteristics:

- Experienced with regional transportation requirements, regulations, and operations
- Knowledgeable of urban land usage, roadway engineering, maintenance, and construction practices
- Skilled in leading diverse groups toward common goals
- Knowledgeable of transportation finance, skilled at acquiring transportation grants and funding
- Is comfortable working with and understanding the complex role of state legislators
- Adept at developing relationships; a people person
- Out of the box thinker
- Is a good manager who trusts the staff and effectively coaches and mentors employees
- Embrace the roles and benefits of technology
- Humble and pleasant personality
- Understands the diverse mobility needs of the community and is committed to advancing accessible transportation options for all residents

# Candidate Profile

Regional Transportation Commission of Washoe County  
Executive Director

## Dan Gabiou

### Work History

| Job Title                                                                                    | Employer                                                                       | Dates                                  |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------|
| <b>Chief of Staff</b>                                                                        | <i>Pima Association of Governments /<br/>Regional Transportation Authority</i> | Since 06/2025                          |
| <b>Community Planner</b>                                                                     | <i>Federal Highway Administration,<br/>AZ</i>                                  | 10/2023 - 04/2025                      |
| <b>Regional Planning Manager /<br/>Programming Manager /<br/>Deputy Administrator</b>        | <i>Arizona Department of<br/>Transportation, AZ</i>                            | 05/2018 - 09/2021                      |
| <b>Regional Transportation<br/>Planner / Planning Program &amp;<br/>Project Manager</b>      | <i>Arizona Department of<br/>Transportation, AZ</i>                            | 12/2014 - 05/2018                      |
| <b>Environmental Planning<br/>Team Leader / Senior<br/>Environmental Project<br/>Manager</b> | <i>Arizona Department of<br/>Transportation, AZ</i>                            | 09/2012 - 12/2014                      |
| <b>Environmental Planner II /<br/>Environmental Project<br/>Manager</b>                      | <i>Arizona Department of<br/>Transportation, AZ</i>                            | 05/2011 - 09/2012                      |
| <b>Operations Supervisor</b>                                                                 | <i>Dunn Transportation &amp; Ollie the<br/>Trolle, AZ</i>                      | 09/2009 - 09/2010                      |
| <b>Intern Environmental Office</b>                                                           | <i>City of Scottsdale, AZ</i>                                                  | 10/2007 - 02/2008                      |
| <b>Intern Transportation<br/>Department</b>                                                  | <i>City of Scottsdale, AZ</i>                                                  | 02/2008 - 09/2009                      |
| <b>Crime Analysis Intern</b>                                                                 | <i>City of Scottsdale Police<br/>Department, AZ</i>                            | 09/2010 - 05/2011<br>03/2009 - 09/2009 |
| <b>Urban Systems &amp;<br/>Sustainability Planning Intern</b>                                | <i>ASU Study Abroad Program,<br/>Thailand</i>                                  | Summer 2007                            |

# Candidate Profile

## Education

| Degree                                           | Institution                     |
|--------------------------------------------------|---------------------------------|
| <b>Executive Master of Public Administration</b> | <i>Arizona State University</i> |
| <b>Bachelors, Global Studies</b>                 | <i>Arizona State University</i> |

## Licenses & Certifications

| Licenses/Certifications         | Institution                     |
|---------------------------------|---------------------------------|
| <b>Certified Public Manager</b> | <i>Arizona State University</i> |

July 19, 2026

RTC Washoe  
1105 Terminal Way  
Reno, NV 89502

Re: Executive Director vacancy

Dear Mr. Niemeyer and RTC Board,

I am eager to express interest in the Regional Transportation Commission of Washoe County's Executive Director vacancy. My relevant experience includes 15 years of planning, 8 years of operating and capital budget management, 12 years of project and program management, 7 years of staff management (98 staff), and 14 years serving on and presenting to committees and boards. I have a proven track record of delivering high-profile projects on schedule and motivating teams to the same standard. Academically, I possess an Executive MPA and Certified Public Manager credential.

In my current role as Chief of Staff for the Pima Association of Governments and Regional Transportation Authority of Pima County, I provide senior executive leadership to Arizona's second largest Regional Planning Organization (RPO) and special taxing district dedicated to regional transportation, transit, and air and water quality planning. I'm responsible for delivering a \$285M annual capital and operating budget and cross-functional leadership to 50+ staff. In my first year, I led a regional effort to obtain unanimous Board and 60% voter approval of a 20-year, \$2.7B transportation plan and sales tax, updated the RTA Administrative Code (policies and procedures), and resolved a \$2M structural operating budget deficit. I continue leading numerous continuous improvement activities while tracking organizational performance and strategic priorities.

During my 10 years working for the Arizona Department of Transportation (ADOT), I oversaw the largest transportation projects in Arizona's history. As ADOT's first data-driven, performance-based planning to programming manager, I annually collaborated with 100 stakeholders across 36 agencies to prioritize the \$5B five-year highway program in alignment with organizational goals, growth demands, and community outcomes. During that time, I co-developed the division's \$24M bi-annual operating budget and oversaw all 12 of Arizona's RPO's for planning and financial compliance and developed the COG & MPO Manual still utilized today. I performed a similar role with the Federal Highway Administration.

I'm most proud of pillaring my career on a foundation of respect and mentoring others to achieve professional and organizational goals.

Please refer to my resume for additional details and thank you for your consideration.

Respectfully,

Dan Gabiou, CPM, MPA

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# Daniel P. Gabiou

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## Education

- ❖ **Executive Master of Public Administration (MPA)** • Arizona State University (ASU) • GPA: 4.0
- ❖ **Certified Public Manager (CPM)** • ASU
- ❖ **Bachelor of Arts: Global Studies** (Focus: Urban Systems, Development, and Environment) • ASU • GPA: 3.32

## Experience

### Chief of Staff

#### **Pima Association of Governments (PAG) / Regional Transportation Authority (RTA) • June 2025 – Present**

- ❖ Senior executive oversight of Arizona's second largest Regional Planning Organization (RPO) and special taxing district dedicated to regional transportation, transit, and air and water quality
- ❖ Manage 50+ staff, performance, change management, strategic projects, and compliance
- ❖ Strategic advisor to and act on behalf of the Executive Director for daily decisions
- ❖ Financial oversight: \$285M annual budget, payment authorization, investments (\$6-\$20M monthly treasury notes), bonding/inflation analysis, expenditures reporting, and forecasting
- ❖ Delivered a voter-approved 20-year multimodal transportation plan and \$2.7B countywide sales tax
- ❖ Updated the RTA Administrative Code (policies and procedures) resulting in unanimous Board approval
- ❖ Resolved a \$2M operating budget deficit without reductions to force or eliminating essential services
- ❖ Obtained a \$500k Federal Transit Administration grant to supplement transit administration
- ❖ Responsible for council, board, and committee preparation and presentations
- ❖ Facilitate and resolve staff and stakeholder issues, legal claims responses, and audits

### Community Planner

#### **Federal Highway Administration (FHWA), Arizona Division • Oct 2023 – Apr 2025**

- ❖ Planning and financial oversight of 7 RPO's: budgets, long range plans, funding authorization, and regulatory advisor
- ❖ Liaison to Arizona's 22 native nations/tribal governments
- ❖ Federal program oversight: air quality conformity, functional classification, Highway Performance Management System, National Scenic Byways, recreation trails, transportation alternatives (bicycle & pedestrian)
- ❖ Negotiated Title 23 formula funding national interpretation with FHWA headquarters, resulting in 0% local match (saving 5.7% - 20%) for projects on native nation lands
- ❖ Coordination and facilitator for the Office of the Secretary's 2024 Public Engagement Workshop (Western States)
- ❖ Updated internal State Transportation Improvement Program (STIP) approval procedure
- ❖ Facilitated federal air quality conformity for the Douglas International Port of Entry Project two months early
- ❖ Completed audit of State's National Environmental Policy Act (NEPA) delegation on schedule
- ❖ Expedited NEPA determinations for City of Tucson and Cochise County grants
- ❖ Grant oversight: Southern Navajo County Multimodal Planning Study (RAISE/BUILD grant)
- ❖ Prepared speeches and presentations for Division Administrator use; conference presenter

### Regional Planning Manager / Planning to Programming Manager / Deputy Administrator

#### **Arizona Department of Transportation (ADOT) • May 2018 – Sep 2021**

- ❖ Developed/Managed Arizona's performance-based highway capital portfolio (\$500M-\$1B annually)
  - Developed Guidebook, policies, procedures, and communication channels
- ❖ Planning and financial oversight of 12 RPO's (\$500M annually)
- ❖ Developed the 2020 COG & MPO Guidebook (regulatory/policy compliance), resolving 300 stakeholder comments
- ❖ Supervised three Regional Transportation Planners
- ❖ Completed Strategic Plan and Employee Development & Retention Plan
- ❖ Co-Facilitated division operating budget development with Finance Administrator
- ❖ Program/Grant management: Statewide Planning Studies (\$1M annually) & Planning Environmental Linkages (PEL)
- ❖ Project Manager for major transportation plans in compliance with local zoning, code, and engineering standards
- ❖ Reported project and employee performance to Senior and Executive Leadership
- ❖ Delivered presentations for public meetings, conferences, and training sessions

## **Regional Transportation Planner / Planning Program & Project Manager**

**ADOT • Dec 2014 – May 2018**

- ❖ Interim Planning to Programming Manager (Feb 2016 – Jul 2016)
- ❖ Program/Grant management: Statewide Planning Studies (\$1M annually), Planning Assistance for Rural Areas (\$1M annually), & Planning Environmental Linkages Programs
- ❖ RPO oversight: Northern AZ Council of Governments (NACOG), Flagstaff MPO, & Central Yavapai MPO
- ❖ Co-Facilitated division operating budget development with Finance Administrator
- ❖ Project Manager for major transportation plans in compliance with local zoning, code, and engineering standards
- ❖ Reported program and project performance to Senior Leadership
- ❖ Updated guidance, policies, and procedures
- ❖ Delivered presentations at public meetings, conferences, and training sessions

## **Environmental Planning Team Leader / Senior Environmental Project Manager**

**ADOT • Sep 2012 – Dec 2014**

- ❖ Oversaw Continuous Improvement Tracking Sheet for team, emphasizing time and cost saving improvements
  - Developed Arizona's first online NEPA Guidance Manual
- ❖ Environmental Project Manager for 50 NEPA determinations and oversight for 160 NEPA determinations
  - *First Place Winner* of AASHTO's *Quality of Life/Community Development Award*
  - Ensured plans complied with local planning, zoning, building code, and engineering standards
- ❖ Managed a team of three Environmental Planners
- ❖ Reported project and employee performance to Senior Leadership
- ❖ Managed public and stakeholder involvement
- ❖ Negotiated environmental commitments with federal, tribal, state, regional, county, and local agencies
- ❖ Updated guidance, policies, and procedures
- ❖ Delivered presentations at public meetings, conferences, and training sessions

## **Environmental Planner II / Environmental Project Manager**

**ADOT • Phoenix, AZ • May 2011 – Sep 2012**

- ❖ Same technical duties as above position, excluding supervisory duties
- ❖ Ensured plans complied with local planning, zoning, building code, and engineering standards

## **Operations Supervisor**

**Dunn Transportation & Ollie the Trolley (Transit Operator) • Scottsdale, AZ • Sep 2009 – Sep 2010**

- ❖ Managed all company operations for four public transit routes within the cities of Scottsdale and Phoenix
- ❖ Supervised and trained 45 employees: vehicle operators, mechanics, and maintenance workers
- ❖ Route planning, ridership reporting, emergency/special event detours, and 24/7 dispatching
- ❖ Compliance officer: regulations, policies, and contract requirements
- ❖ Managed private charter contracts during weekends
- ❖ Reported employee, operations, and charter performance to VP of Operations and CEO

## **Environmental, Transportation, and Crime Analysis Intern**

**City of Scottsdale Environmental Office • Oct 2007 – Feb 2008 (Part-Time)**

**City of Scottsdale Transportation Department • Feb 2008 – Sep 2009 (Full-Time)**

**City of Scottsdale Police Department • Mar 2009 – Sep 2009; Sep 2010 – May 2011 (Part-Time)**

- ❖ Statistical analysis, research, data management, and predictive GIS crime mapping
- ❖ Obtained a special clearance to manage sensitive and classified information
- ❖ Assisted with multimodal planning, traffic engineering, program management, and public involvement
- ❖ Transportation GIS mapping, database management, crash analysis, and traffic/bus ridership data collection
- ❖ Independently operated Traffic Management Center (weekends) for real-time signal timing adjustments
- ❖ Inspected roadways, structures, and facilities for Americans with Disabilities Act (ADA) compliance
- ❖ Assisted with public outreach of environmental ordinances

## **Urban Systems and Sustainability Planning Intern**

**ASU Study Abroad Program • Thailand • Summer 2007 (Full-Time)**

- ❖ Collaborated in student teams to advise government and business leaders on sustainable growth, urban planning, resilience planning, and economic vitality best practices, including the Mayor of Bangkok

## Committees and Associations

- ❖ **PAG/RTA Council, Board, and Committees** • Ex Officio • Jun 2025 – Present
- ❖ **RTA Policy Subcommittee** • Ex Officio/Staff Lead • Jun 2025 – Present
- ❖ **Flagstaff MPO Technical Advisory Committee (TAC)** • Chair/Vice Chair/Voting Member • Dec 2016 – May 2018
- ❖ **NACOG TAC** • Voting Member • Jan 2015 – May 2018
- ❖ **CYMPO TAC** • Voting Member • Jan 2015 – May 2018
- ❖ **CAG, CYMPO, LHMP, NACOG, PAG, SEAGO, & SVMPO TACs** • Federal Advisor • Oct 2023 – Apr 2025
- ❖ **American Planning Association** • Young Planner's Group Mentor • 2016 – 2019

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### Project, Program, & Portfolio Management List

| Project / Program                                                  | Role (Duration)                                           | Accomplishments                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RTA Next 20-Year Plan & \$2.7B sales tax                           | Project Manager / 1 year                                  | <ul style="list-style-type: none"> <li>Provided daily executive leadership to multiple departments, weekly task tracking, and public outreach, resulting in unanimous Board approval and 60% voter approval</li> </ul>                                                                                                                                             |
| RTA Administrative Code                                            | Project Manager / 2 months                                | <ul style="list-style-type: none"> <li>Facilitated weekly Policy Subcommittee meetings with jurisdictional leadership to develop IGA, funding eligibility, policies and procedures, resulting in unanimous Board approval</li> </ul>                                                                                                                               |
| FHWA Federal Aid Programs (Arizona)                                | Federal Liaison / Program Oversight (1 year)              | <ul style="list-style-type: none"> <li>Liaison between state and FHWA Headquarters, ensuring program compliance, technical troubleshooting, reporting, and on-time delivery</li> <li>Authorized project and program funding and federal aid eligibility</li> <li>Facilitated interagency air quality conformity</li> </ul>                                         |
| Navajo County Multimodal Study (RAISE grant)                       | Federal Oversight (1 year)                                | <ul style="list-style-type: none"> <li>FHWA Agreement Officer Representative (AOR)</li> <li>Oversight, reporting, and reimbursement authorization</li> </ul>                                                                                                                                                                                                       |
| Performance-Based Planning to Programming (P2P)                    | Portfolio Manager (4 years) / Developer/Analyst (2 years) | <ul style="list-style-type: none"> <li>Converted ADOT's \$500M-\$1B annual capital highway program from a program budget to a performance budget</li> <li>Developed and applied performance-based metrics</li> <li>Coordinated with over 100 internal and external customers</li> <li>Annually prioritized over 1,600 projects totaling ~\$15B</li> </ul>          |
| P2P Guidebook                                                      | Project Manager (3 years)                                 | <ul style="list-style-type: none"> <li>Developed performance-based planning procedures manual</li> <li>Updated annually per continuous improvement outputs</li> </ul>                                                                                                                                                                                              |
| P2P GIS Project                                                    | Oversight (1 year)                                        | <ul style="list-style-type: none"> <li>Oversaw the development of a GIS database and safety analysis tool to automate project identification, scoring, and selection</li> <li>Time savings: two months annually</li> </ul>                                                                                                                                         |
| Statewide Planning Studies Program                                 | Program Manager (6 years)                                 | <ul style="list-style-type: none"> <li>Quasi-Grant Program open to ADOT and Regional Planning Organizations</li> <li>Administered project selection, project manager assignments, conflict resolution, study tracking, and linked study recommendations to ADOT's P2P process</li> <li>Annual budget: \$1M</li> </ul>                                              |
| Planning Assistance for Rural Areas (PARA) Program                 | Program Manager (3 years)                                 | <ul style="list-style-type: none"> <li>Quasi-Grant Program assisting towns, counties, and tribal communities with transportation planning and project scoping</li> <li>Annual budget: \$1M</li> </ul>                                                                                                                                                              |
| ADOT 2040 Long Range Transportation Plan                           | Technical Support / Public Outreach (1 year)              | <ul style="list-style-type: none"> <li>This policy document identified systemic investment strategies</li> <li>Assisted with technical support, document review, and outreach of major milestones for northern Arizona</li> <li>Influenced a historic change, shifting Arizona's investment strategy from "expansion" to "preservation" (prior to IJJA)</li> </ul> |
| SR 347 at Union Pacific Railroad Overpass Environmental Assessment | Environmental Project Manager (2 years)                   | <ul style="list-style-type: none"> <li>\$15M Federal TIGER Grant recipient</li> <li><i>First Place Winner</i> of the American Association of State Highway and Transportation Officials' (AASHTO) <i>2020 Quality of Life/Community Development Award</i></li> </ul>                                                                                               |
| COG & MPO Guidelines & Procedures Manual                           | Project Manager (1 year)                                  | <ul style="list-style-type: none"> <li>Developed 2020 Manual update per FAST Act compliance</li> <li>Addressed over 300 internal and external stakeholder comments</li> </ul>                                                                                                                                                                                      |
| Interstate 11 (I-11) Tier 1 Environmental Impact Statement (EIS)   | Project Manager – Initiation Phase (5 months)             | <ul style="list-style-type: none"> <li>Obtained FHWA approval of the Planning Environmental Linkages (PEL) document</li> <li>Coordinated with land management and resource agencies along the 280-mile corridor to develop the scope of work</li> </ul>                                                                                                            |
| SR 202L, South Mountain Freeway EIS                                | Environmental Project Manager (1 year)                    | <ul style="list-style-type: none"> <li>Largest single-contract project in Arizona's history (~\$1B)</li> <li>Provided NEPA/environmental guidance in progress meetings and assisted with public involvement</li> </ul>                                                                                                                                             |

|                                                         |                                           |                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I-10/I-17 Corridor Master Plan                          | ADOT Project Management Partner (3 years) | <ul style="list-style-type: none"> <li>• Provided transportation and environmental planning oversight from initiation to completion</li> <li>• Project identified \$2.8B of corridor improvements along the most traveled corridor in Arizona</li> </ul>                                                                                        |
| I-10, 35 <sup>th</sup> Ave to Sky Harbor EIS            | Environmental Project Manager (1 year)    | <ul style="list-style-type: none"> <li>• This project covered the I-10 portion of the above I-10/I-17 Corridor Master Plan</li> </ul>                                                                                                                                                                                                           |
| I-17, I-10 to L101 EIS                                  | Environmental Project Manager (1 year)    | <ul style="list-style-type: none"> <li>• This project covered the I-10 portion of the above I-10/I-17 Corridor Master Plan</li> </ul>                                                                                                                                                                                                           |
| US 89 Landslide Emergency Relief Project                | Environmental Oversight (1 year)          | <ul style="list-style-type: none"> <li>• In 2013, a major landslide destroyed a segment of US 89, requiring a major repair and detour within the Navajo Nation</li> <li>• Oversaw environmental compliance for both efforts, requiring daily coordination with a large team, resulting in timely delivery</li> </ul>                            |
| Milton Road Corridor Master Plan                        | Project Manager (4 years)                 | <ul style="list-style-type: none"> <li>• Primary corridor within the City of Flagstaff, home of NAU</li> <li>• Successfully negotiated a 20-year plan and vision amongst 9 partner agencies, balancing multimodal improvements without acquiring a single property (saving 100+ homes and businesses)</li> </ul>                                |
| US 180 Corridor Master Plan                             | Project Manager (4 years)                 | <ul style="list-style-type: none"> <li>• Primary corridor to the Arizona Snowbowl Ski Resort and scenic route to the Grand Canyon</li> <li>• Successfully negotiated a 20-year plan and vision amongst 9 partner agencies without introducing a new bypass (preserving a critical environmental area and dozens of homes/businesses)</li> </ul> |
| I-10 Inner Loop Active Traffic Demand Management Plan   | Project Manager / Oversight (1 year)      | <ul style="list-style-type: none"> <li>• Identified Intelligent Transportation Systems (ITS) improvements to improve safety and operations within and beyond the Central Business District of Phoenix</li> </ul>                                                                                                                                |
| SR 89A, SR 89 to Robert Rd Transportation Study         | Project Manager (1 year)                  | <ul style="list-style-type: none"> <li>• Identified a 20-year safety and operational improvements plan</li> </ul>                                                                                                                                                                                                                               |
| SR 89, Chino Valley to Paulden Transportation Study     | Project Manager (1 year)                  | <ul style="list-style-type: none"> <li>• Identified a 20-year safety and operational improvements plan</li> </ul>                                                                                                                                                                                                                               |
| US 191, Chinle to Many Farms Safety Plan                | Project Manager / Oversight (1 year)      | <ul style="list-style-type: none"> <li>• Identified a 20-year safety and operational improvements plan within the Navajo Nation</li> </ul>                                                                                                                                                                                                      |
| US 60, Globe to Superior Tier 1 EIS                     | Environmental Project Manager (1 year)    | <ul style="list-style-type: none"> <li>• This project would have identified an unnecessary bypass route</li> <li>• Prepared a business case to eliminate the project, which was accepted, saving the state over \$100M and preserving land</li> </ul>                                                                                           |
| SR 95, I-40 to SR 68 Tier 1 EIS                         | Environmental Project Manager (1 year)    | <ul style="list-style-type: none"> <li>• This project would have identified an unnecessary bypass route</li> <li>• Prepared a business case to eliminate the project, which was accepted, saving the state over \$100M and preserving sacred tribal land and BLM-designated critical environmental areas</li> </ul>                             |
| Statewide Wildlife Vehicle Conflict Study               | Sponsor / Oversight (1 year)              | <ul style="list-style-type: none"> <li>• First study of its kind in Arizona: analyzed wildlife crash hot spots, identified mitigation, and prioritized projects</li> <li>• \$24M grant recipient of FHWA's Wildlife Crossings Program (2<sup>nd</sup> highest nationwide) for project identified by the study</li> </ul>                        |
| Southern Navajo and Apache Counties Transportation Plan | Project Manager (1 year)                  | <ul style="list-style-type: none"> <li>• Identified and prioritized transportation improvements</li> </ul>                                                                                                                                                                                                                                      |
| Town of Payson Roundabout Scoping                       | Project Manager (4 months)                | <ul style="list-style-type: none"> <li>• Identified the scope, schedule, and budget needed to construct a roundabout adjacent to Payson High School</li> </ul>                                                                                                                                                                                  |

# Candidate Profile

Regional Transportation Commission of Washoe County  
Executive Director

## Dale Keller

### Work History

| Job Title                                                  | Employer                                                       | Dates             |
|------------------------------------------------------------|----------------------------------------------------------------|-------------------|
| <b>Deputy Executive Director / Director of Engineering</b> | <i>Regional Transportation Commission of Washoe County, NV</i> | Since 03/2024     |
| <b>Director of Engineering</b>                             | <i>Regional Transportation Commission of Washoe County, NV</i> | 07/2022 - 03/2024 |
| <b>Engineering Manager</b>                                 | <i>Regional Transportation Commission of Washoe County, NV</i> | 07/2020 - 07/2022 |
| <b>Project Manager</b>                                     | <i>Regional Transportation Commission of Washoe County, NV</i> | 07/2019 - 07/2020 |
| <b>Assistant Chief of Project Management</b>               | <i>Nevada Department of Transportation, NV</i>                 | 06/2018 - 07/2019 |
| <b>Senior Project Manager</b>                              | <i>Nevada Department of Transportation, NV</i>                 | 04/2012 - 07/2019 |
| <b>Roadway Design Engineer / Rotational Engineer</b>       | <i>Nevada Department of Transportation, NV</i>                 | 03/2008 - 04/2012 |

### Education

| Degree                                        | Institution                       |
|-----------------------------------------------|-----------------------------------|
| <b>Bachelor of Science, Civil Engineering</b> | <i>University of Nevada, Reno</i> |

### Licenses & Certifications

| Licenses/Certifications      | Institution            |
|------------------------------|------------------------|
| <b>Professional Engineer</b> | <i>State of Nevada</i> |

July 23, 2026

David Niemeyer  
CPS HR Consulting  
*Submitted via email*

**Re: Executive Director, Regional Transportation Commission of Washoe County**

Mr. Niemeyer,

I am honored to apply to serve as the next Executive Director of the Regional Transportation Commission (RTC) of Washoe County. RTC has been my professional home for the past seven years, and I am deeply invested in the agency, its employees, and its mission. My combination of executive leadership, engineering and project-delivery experience, regional relationships, and demonstrated commitment to RTC positions me to lead the organization with continuity, accountability, and a clear focus on results.

Since March 2024, I have served as Deputy Executive Director and Director of Engineering. In this role, I provide executive-level leadership and support to the Executive Director, help coordinate the senior management team and implementation of Board priorities, and serve in the Executive Director's capacity when needed. This experience has broadened my perspective beyond project delivery and strengthened my understanding of the opportunities and challenges facing the entire organization.

I am a proven and resilient leader who is comfortable making difficult and strategic decisions while remaining accountable to the policy direction and strategic vision of the RTC Board. I value the strong working relationships I have developed with the Board, our employees, local jurisdictions, state and federal partners, elected leaders, and community stakeholders.

The next Executive Director will have an important opportunity to work with the Board to establish RTC's next strategic plan and vision. I would welcome the opportunity to lead that effort collaboratively, translating Board priorities into a clear organizational strategy that aligns departments, strengthens accountability, and guides the agency forward.

I understand RTC, the region we serve, and the responsibility that comes with this position. I am proud of what our organization has accomplished and excited about what lies ahead. I am ready to accept that responsibility and would be privileged to continue serving RTC, its employees, the Board, and the people of Washoe County as Executive Director.

Sincerely,

Dale Keller

# DALE KELLER, P.E.

## EXECUTIVE PROFILE

Senior public-sector transportation executive and Nevada Professional Engineer with roughly 20 years of progressively responsible experience in agency leadership, capital program delivery, engineering, traffic operations, strategic planning, contracts, funding, and regional collaboration. Currently serves in RTC of Washoe County's Deputy Executive Director role while directing the Engineering Department. Trusted advisor to the Executive Director and Board, recognized for sound judgment, transparent communication, high-performing teams, and the delivery of complex programs that improve safety, mobility, and quality of life throughout the Reno-Sparks region.

## HIGHLIGHTS

- Agency Leadership: Supports executive leadership for approximately 70 employees and a \$500M annual budget; serves as Acting Executive Director when needed.
- Capital Program Delivery: Led Engineering through one of RTC's largest and most complex periods of project delivery, with Fiscal Year 2026 priorities delivered on time and on budget.
- Regional Initiatives: Advanced the Active Transportation Program, Northeast Connector, University Gateway Transportation Project, and regional Pavement Preservation Program.
- Regional Traffic Operations: Launched the Regional Traffic Management Center in April 2026, advancing coordinated, technology-driven traffic operations.
- Federal Funding: Helped position RTC for and secure competitive federal discretionary funding, including the \$25 million BUILD grant for Sun Valley Boulevard, strengthening RTC's ability to advance major regional transportation priorities.
- Organizational Leadership: Strengthened procurement, compliance, project closeout, and cross-department coordination.
- Regional Partnerships: Built strong relationships with elected officials, local jurisdictions, NDOT, federal agencies, community leaders, and Nevada's congressional delegation.

## PROFESSIONAL EXPERIENCE

### Regional Transportation Commission of Washoe County

Reno, NV

2019 - Present

7 years

#### Deputy Executive Director / Director of Engineering

March 2024 - Present

*Provides executive leadership and strategic support to the Executive Director while directing RTC's Engineering Department, including capital delivery, traffic operations, pavement preservation, real property, contracts, and agency relationships.*

- Partners with the Executive Director and senior leadership to translate Board direction into strategies, budgets, milestones, and coordinated execution across roadway, transit, paratransit, planning, finance, staffing, and administration.
- Represents RTC before the Board, local governments, state and federal partners, professional organizations, community groups, and the public; coaches managers and staff and promotes a collaborative, accountable culture.
- Directs Engineering programs and staff across capital delivery, traffic engineering/ITS, TMC operations, pavement preservation, real property, consultant and construction contracts, and regional impact fees.
- Delivered or advanced priorities including Arlington Avenue Bridges, Mill Street Capacity, Sparks Boulevard, Sierra Street Bridge, the Biggest Little Bike Network, preventive maintenance, and multiple safety projects.
- Led the Regional Traffic Management Center from planning into active operations, including staffing support, facility buildout, technology integration, operating workflows, and regional governance committees.
- Led the Northeast Connector Feasibility Study from initiation through alternatives evaluation and extensive outreach while maintaining progress through a high-profile regional process.

## Director of Engineering

July 2022 – March 2024

*Led the Engineering Department and oversaw the delivery of the RTC Street & Highway Program*

- Set department priorities and schedules; managed resources, budgets, contracts, consultant teams, and staff performance across a broad portfolio of federally and locally funded projects.
- Integrated project management, traffic engineering, pavement, property, and construction functions to improve accountability, schedule control, risk management, and customer service.
- Built consensus with Reno, Sparks, Washoe County, NDOT, FHWA, FTA, utilities, contractors, and stakeholders on complex project, funding, right-of-way, and implementation issues.
- Reviewed and approved agreements, contracts, engineering plans, project changes, and funding actions; strengthened staff development and collaboration between Engineering and Planning.

## Engineering Manager

July 2020 – July 2022

- Led the Streets and Highways Program and a multidisciplinary team; established expectations, monitored schedules and budgets, resolved delivery issues, and communicated status to executives, agencies, officials, and stakeholders.
- Advanced complex roadway, bridge, multimodal, and pavement projects from planning through design, right-of-way, procurement, and construction.

## Project Manager

July 2019 – July 2020

- Planned, coordinated, and managed roadway projects, including consultant selection, scope, schedule, budget, agency coordination, constructability, risk, and public communication.

## Nevada Department of Transportation

2008 - 2019

Carson City, NV

12 years

## Assistant Chief of Project Management

June 2018 – July 2019

- Supervised and led highway project managers responsible for major statewide investments; developed and implemented division program and project-delivery goals.
- Coordinated with NDOT executives, federal and state agencies, local governments, elected officials, consultants, and stakeholders on scope, schedule, budget, procurement, risk, and issue resolution.

## Senior Project Manager

April 2012 – July 2019

- Directed large and regionally significant projects using design-build, CMAR, design-bid-build, and P3 approaches; selected and managed consultants and negotiated scopes, fees, schedules, and contracts.
- Selected project experience: Project NEON Design-Build; I-11 Boulder City Bypass Phase 2 Design-Build (Deputy); I-80 Carlin Tunnels CMAR; Project NEON P3 development (Deputy); Southeast McCarran; and Pyramid/McCarran.

## Roadway Design Engineer / Rotational Engineer

March 2008 - April 2012

- Designed and coordinated roadway capacity, interchange, and widening projects and developed a broad foundation in planning, environmental, design, construction, maintenance, and operations.

## EDUCATION, LICENSURE, AND LEADERSHIP

**Bachelor of Science, Civil Engineering** - University of Nevada, Reno, 2007

**Professional Engineer** - State of Nevada (active)

- University of Nevada, Reno Civil & Environmental Engineering Advisory Board (January 2026 – Present)

# Candidate Profile

Regional Transportation Commission of Washoe County  
Executive Director

## Mukesh Kumar

### Work History

| Job Title                                   | Employer                                                           | Dates             |
|---------------------------------------------|--------------------------------------------------------------------|-------------------|
| <b>Director</b>                             | <i>Waco Metropolitan Planning Organization, TX</i>                 | Since 11/2021     |
| <b>Director, Planning &amp; Development</b> | <i>City of Jackson, MS</i>                                         | 08/2017 - 08/2019 |
| <b>Department Chair / Program Director</b>  | <i>Urban &amp; Regional Planning, Jackson State University, MS</i> | 2012 - 2016       |
| <b>Associate Professor</b>                  | <i>Urban &amp; Regional Planning, Jackson State University, MS</i> | 2004 - 2021       |
| <b>Independent Planning Consultant</b>      | <i>Urban &amp; Regional Planning, Jackson State University, MS</i> | 2005 - 2017       |

### Education

| Degree                                               | Institution                                     |
|------------------------------------------------------|-------------------------------------------------|
| <b>Doctorate, Urban Studies &amp; Public Affairs</b> | <i>Cleveland State University, OH</i>           |
| <b>Masters, Public Policy</b>                        | <i>University of Northern Iowa, Cedar Falls</i> |

**Mukesh Kumar, Ph.D.**



August 9, 2026

Regional Transportation Commission of Washoe County  
c/o David Niemeyer, Executive Recruiter, CPS HR Consulting  
2450 Del Paso Road #220, Sacramento, CA 95834

Dear Members of the Board,

I am writing to apply for the position of Executive Director of the Regional Transportation Commission of Washoe County. Leading the agency responsible for roadways, transit, and paratransit for nearly 500,000 residents across one of the country's fastest-growing regions, currently implementing its 2050 Regional Transportation Plan and relocating its headquarters, is exactly the kind of institution-building challenge I look for, and I would welcome the opportunity to bring my regional transportation leadership to that work.

Building consensus among independent city and county governments, and sustaining it under political pressure, is central to how I operate. As Director of the Waco Metropolitan Planning Organization, I serve as principal liaison to the mayors, city managers, and city councils of 23 jurisdictions with no formal authority over any of them. One of my proudest accomplishments has been leading a multi-year effort — one that had stalled for years before my arrival — to redesignate the MPO's governing structure from the City of Waco to an independent Policy Board, working closely with member governments, McLennan County, the Texas Department of Transportation, and the Governor's Office. That outcome required political acumen and legislative relationship-building rather than any authority to compel it, and we reached it without burning bridges. I recognize in RTC's board structure and its relationship to the Nevada Legislature the same kind of environment I navigate daily, and the same discipline the ideal candidate profile calls for: comfort working with state legislators and skill acquiring transportation funding.

That same approach has helped the Waco MPO compete successfully for federal transportation funding: five Safe Streets and Roads for All grants totaling more than \$25 million, a \$5 million RAISE/BUILD planning grant, and a \$1.5 million SMART grant, work recognized in 2025 with AMPO's Outstanding Overall Achievement Award. I have also brought member governments together to invest collectively in converting a 15-mile stretch of aging highway into a boulevard that supports economic development and human-scale, equitable access for surrounding neighborhoods — the kind of outcome that depends on securing funding and holding a coalition together as much as on engineering. I lead by coaching people toward ownership of the work rather than by directive, which is how I understand RTC's expectation of a manager who trusts staff and mentors employees.

Earlier in my career, as Director of Planning & Development for the City of Jackson, Mississippi, I led a 90-person, \$35 million department that included operating and rebranding the city's public transit function, and I secured a \$1.25 million FTA grant to plan Jackson's Bus Rapid Transit system. I recognize that RTC's Executive Director role carries direct responsibility for transit and paratransit service delivery and roadway engineering, maintenance, and construction in a way my current planning-agency background has not required day to day; what I bring to that gap is a demonstrated ability to deliver complex, multimodal projects through the people who run them, secure the funding that makes those projects possible, and hold together the regional partnerships those deliveries depend on. Across every role, my consistent commitment has been that transportation investment should be built at a human scale and deliver equitable, accessible mobility for every resident it serves — a value I share with RTC's stated commitment to advancing accessible transportation for all residents.

My career has spanned metropolitan planning organizations, municipal government, and academia across Texas, Mississippi, and Louisiana, giving me a broad vantage point on the technical, political, and institutional dimensions of this role. I would welcome the opportunity to discuss my candidacy further. Thank you for your consideration.

Sincerely,

Mukesh Kumar, Ph.D.

# MUKESH KUMAR, Ph.D.

REGIONAL TRANSPORTATION EXECUTIVE | INTERGOVERNMENTAL & PROJECT DELIVERY LEADER

## EXECUTIVE PROFILE

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Regional transportation executive with more than 20 years of leadership experience across metropolitan planning organizations, municipal government, economic development, and academia. Proven track record delivering transportation projects on schedule, building consensus among independent city and county governments with integrity, and securing competitive federal and philanthropic funding for regional transportation, transit, safety, resilience, and community development initiatives — while maintaining the fiscal stewardship a project-funded agency depends on. That work is guided by a consistent value: transportation and land-use investment should be built at a human scale and deliver equitable access for every community it serves.

Currently Director of the Waco Metropolitan Planning Organization, serving as principal liaison to mayors, city managers, and city councils across 23 jurisdictions and delivering the region's transportation program from planning through funding and construction. Led the multi-year redesignation of the MPO's governing structure from the City of Waco to an independent MPO Policy Board, and built a competitive grant strategy that has secured five Safe Streets and Roads for All grants totaling more than \$25 million, a \$5 million RAISE/BUILD planning grant, and a \$1.5 million SMART grant — work recognized in 2025 with AMPO's Outstanding Overall Achievement Award for a non-TMA MPO. Previously led a \$35 million, 90-person department for the City of Jackson, Mississippi, overhauling the Transit system alongside planning, economic development, housing, and community development.

Combines executive public-sector leadership with a Ph.D. in Urban Studies and Public Affairs and a Master's in Public Policy, bringing deep experience navigating joint powers and multi-jurisdictional governance structures. Skilled at translating local priorities into coordinated regional investment, sustaining trust among independent city and county governments under political pressure, and managing every dollar programmed with the fiscal discipline a project-delivery agency requires.

## EXECUTIVE LEADERSHIP & CORE COMPETENCIES

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Transportation Planning, Programming & Project Delivery | Intergovernmental Relations & Consensus-Building | Joint Powers Authority & Regional Governance | Federal & State Grant Strategy | Fiscal Stewardship & Budget Management | Human-Scale & Equitable Design | Transportation Technology (ITS, V2X, Digital Twin) | Congestion Management | Transit, BRT & Accessible Mobility Planning | Economic Development | Infrastructure Planning | Board/Commission Support | Strategic Planning | GIS & Data-Driven Planning | Transportation Safety | Resilience & Climate Planning | Land Use & Development | Organizational Leadership | Program & Project Management

## PROFESSIONAL EXPERIENCE

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**WACO METROPOLITAN PLANNING ORGANIZATION — Waco, TX** *November 2021–Present*

### Director

- Lead a metropolitan planning organization serving approximately 275,000 residents across 23 jurisdictions, overseeing an annual operating budget of approximately \$4 million and growing the organization from 3.5 FTE to 6–8 full-time staff plus 3–4 part-time staff and 3–4 consultants.
- Serve as principal liaison to the mayors, city managers, and city councils of 23 jurisdictions, regularly presenting at governing-body work sessions and building trust with elected officials on transportation, economic development, and quality-of-life priorities.
- Recognized by AMPO with the 2025 Outstanding Overall Achievement Award for a non-TMA MPO.
- Lead through influence rather than formal authority, maintaining visible neutrality across 23 member jurisdictions with sometimes competing priorities while building consensus on shared regional transportation and development strategy.
- Led a multi-year effort — stalled for years before my arrival — to redesignate the MPO's governing structure from the City of Waco to an independent MPO Policy Board, working closely with member governments, McLennan County, TxDOT, and the Governor's Office through sustained political acumen and visible neutrality.
- Lead regional transportation planning and federal program implementation, including the Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), Corridor Plans, and Technology initiatives.
- Developed and implemented a competitive federal grant strategy under the Infrastructure Investment and Jobs Act (IIJA) and Inflation Reduction Act, securing five Safe Streets and Roads for All (SS4A) grants totaling more than \$25 million — three planning grants for the MPO and two implementation grants for member cities — a \$5 million RAISE/BUILD planning grant for a Smart Corridor Network preparing the region for a vehicle-to-everything (V2X) future, and a \$1.5 million SMART grant to deploy AI-enabled edge-sensor cameras and real-time traffic simulation toward a regional digital twin.
- Brought member governments together to invest collectively in converting a 15-mile stretch of aging highway into a boulevard supporting economic development, quality of life, and human-scale, equitable access for surrounding neighborhoods, while preserving existing water and sewer infrastructure.
- Prepared the MPO for anticipated Transportation Management Area (TMA) designation and the associated organizational and planning requirements — direct experience scaling a regional planning organization's capacity and governance.
- Partner closely with the Greater Waco Chamber of Commerce and area business leaders to align transportation investment, workforce access, and economic development priorities across the MPO region.

- Use safety and technology as value tools to advance the Policy Board's broader vision for economic development, congestion management, sustainability, public health, and quality of life.

## **CITY OF JACKSON — Jackson, MS** *August 2017–August 2019*

### **Director, Planning & Development**

- Served as a senior municipal executive overseeing an approximately \$35 million annual budget and 90 staff across Planning, Building, Economic Development, Housing & Community Development, and Public Transit.
- Worked directly with elected officials, municipal departments, community stakeholders, the Greater Jackson Chamber of Commerce, and transportation partners on complex planning, development, transit, and economic development priorities.
- Secured a competitive \$1.25 million Federal Transit Administration grant to plan a Bus Rapid Transit system and led the associated Transit-Oriented Development planning.
- Planned and initiated modernization of municipal development services through a cloud-based permitting system, and revised outdated municipal codes to reduce parking minimums and incentivize walkable, mixed-use development — advancing human-scale, equitable growth.
- Secured competitive funding for community-focused planning and placemaking initiatives, growing the department's grant portfolio and community partnerships.

## **JACKSON STATE UNIVERSITY — Jackson, MS** *2012–2016*

### **Department Chair / Program Director, Urban & Regional Planning**

- Led the Department of Urban and Regional Planning and managed graduate programs in urban and regional planning.
- Guided the department through two successful Planning Accreditation Board accreditation cycles.

### **Associate Professor, Urban & Regional Planning | 2004–2021**

- Directed the Master's Program in Urban and Regional Planning; taught statistical analysis, planning history, planning research methods, and risk analysis.
- Conducted applied research in urban spatial structure, transportation, economic development, and planning decision-making; earned a fellowship with the Lincoln Institute of Land Policy.

## **INDEPENDENT PLANNING CONSULTANT — Jackson, MS** *2005–2017*

- Consulted with Greater New Orleans Inc. following Hurricane Katrina on economic resiliency.
- Advised the City of Byram on planning and development matters over a three-year engagement, including writing a Form-Based Code for Byram Town Center.

## **SELECTED REGIONAL & GRANT-FUNDED INITIATIVES**

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- **MPO Governance Redesignation — Waco MPO Policy Board (2023–2025):** Led a stalled, multi-year effort to redesignate the MPO's governing structure from the City of Waco to an independent Policy Board, working with member governments, McLennan County, TxDOT, and the Governor's Office.
- **Transportation Safety & Vision Zero (SS4A, 2022–present):** Led a small team in securing five SS4A grants totaling more than \$25 million — three planning grants for the MPO and two implementation grants for member cities — advancing Vision Zero and transportation safety.
- **Smart Corridor Network & V2X Readiness (RAISE/BUILD, 2023):** Led a team in securing a \$5 million planning grant integrating smart transportation technology, climate resilience, and human-scale design to prepare the region for a vehicle-to-everything future, in combination with the SMART grant toward a regional digital twin.
- **Smart Traffic Signals (SMART Grant, 2024):** Secured a \$1.5 million grant to deploy AI-enabled edge-sensor cameras and real-time traffic simulation toward adaptive traffic signals and a regional digital twin.
- **Highway-to-Boulevard Corridor Conversion (2025–present):** Brought member governments together to invest collectively in converting a 15-mile stretch of aging highway into a boulevard supporting economic development and quality of life while preserving existing water and sewer infrastructure.
- **Bus Rapid Transit & TOD (FTA, 2018–2019):** Secured a competitive \$1.25 million grant to plan a BRT system for the City of Jackson and led associated TOD planning.
- **Community & Economic Development (Bloomberg Philanthropies, 2018–2019):** Led a team in securing \$1 million through the Public Art Challenge for a food-access initiative.

## **EDUCATION**

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**Ph.D., Urban Studies and Public Affairs** — Cleveland State University, Cleveland, OH | 2004

**Master's in Public Policy** — University of Northern Iowa, Cedar Falls, IA | 1999

## **SELECTED PUBLICATIONS & RESEARCH**

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- “Climate from the Regional Planning Perspective: Notes on Institutional Reality, Anthropogenic Responses, Phronesis, and Incremental Pragmatism,” book chapter in *Climate Change Impacts in Texas*, Routledge, 2026.
- “A Tale of Uneven Comebacks: Community Planning and Neighborhood Design in Mississippi Gulf Coast,” book chapter in *Resiliency and Opportunity: Lessons from the U.S. Gulf Coast after Katrina and Rita*, Brookings Institution Press, 2011.
- “Urban Spatial Structure as Self-Organizing System,” *Annals of Regional Science*, 2007.



REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

# Executive Director

*Building a Better Community  
Through Quality Transportation*



***Join us at Regional Transportation Commission - Washoe!***

*This cutting-edge and award-winning organization is seeking their next Executive Director. We are looking for a top-notch director to continue our focus on excellence in the beautiful Reno-Sparks area.*

# About RTC of Washoe County

RTC of Washoe County serves the cities of Reno and Sparks, as well as unincorporated Washoe County, covering an area of 165 square miles and a population of nearly 500,000. They are known for being an industry leader in mass transit. They were one of the first agencies to use electric buses and currently have 8 hydrogen fuel buses. Their van pool program is also highly rated.

RTC of Washoe County has also won numerous awards, including the APWA Project of the Year for its Steamboat Parkway project, the League of American Bicyclists Silver Award, the Transportation Achievement award for the Sparks Intelligent Corridors Project, and was recognized as one of the three best workplaces for commuters in Nevada from [bestworkplaces.org](https://bestworkplaces.org). It also has been awarded more than \$70 million in grant funding over the last three years.

RTC fulfills multiple critical missions for the transportation needs of county residents. These can be largely grouped into three main areas.

## PUBLIC TRANSPORTATION

RTC RIDE service began on September 17, 1978, with five used buses serving four routes. Today, the system encompasses the cities of Reno and Sparks, and areas of Washoe County using a fleet of 65 buses on 25 routes. The service area has grown to approximately 136 square miles. About 8.6 million rides are taken on RTC transit services annually.

## TRANSPORTATION PLANNING

The RTC has been designated by the state legislature as the Metropolitan Planning Organization (MPO) as required by federal law for transportation in Washoe County. The future of northern Nevada depends on the transportation network of roads, streets, highways, and public transportation. The RTC Planning Department anticipates, forecasts, and plans for the transportation needs of today, tomorrow, and the future. Through efforts of the Planning Department, the community's visions for all modes of transportation are put into plans. The Planning Department also conducts corridor studies and disseminates regional transportation information.

## ENGINEERING

RTC's Engineering & Construction Department provides pavement preservation and new roadway construction projects for regional roads under the jurisdiction of Reno, Sparks, and Washoe County. RTC works with these jurisdictions to focus on regional roadways, streets that service large numbers of vehicle trips (greater than 5,000 average daily trips), and roads that provide connectivity between jurisdictions and across major geographic barriers.

The Streets and Highways Program is responsible for the development, design, construction, and contract management of roadway projects. The selection of road projects is a cooperative regional process involving the cities of Reno and Sparks, and Washoe County. The RTC also partners with the Nevada Department of Transportation to manage and construct certain state road projects. Developing a team approach to these projects gets the work done in less time and often at a reduced cost to taxpayers.





## RTC has 7 major strategic goals:

- » Expand public transportation utilization
- » Promote neighborhood mobility
- » Explore the Truckee River as a mobility corridor
- » Proactively manage congestion
- » Improve regional network safety and connectivity
- » Sustainable transportation funds
- » Be an engaged organization

## The Position

The Executive Director is the administrative head of RTC and reports directly to the Regional Transportation Commission (RTC) Board of Commissioners. The RTC Board of Commissioners is a five-member board, whose membership consists of two Reno City Council members, one Sparks City Council member, and two Washoe County Board members.

The Director provides strategic leadership for the RTC, guiding the delivery of countywide roadways, transit, and paratransit services while advancing the region's transportation vision through collaborative planning and partnerships. This position oversees a budget of \$523 million and leads a team of approximately 70 employees.

To learn more go to: [www.rtcwashoe.com](http://www.rtcwashoe.com) or watch the [2025 Annual Report](#).



# Ideal Candidate

**The ideal Executive Director will have the following skills and characteristics:**

- » Experienced with regional transportation requirements, regulations, and operations
- » Knowledgeable of urban land usage, roadway engineering, maintenance, and construction practices
- » Skilled in leading diverse groups toward common goals
- » Knowledgeable of transportation finance, skilled at acquiring transportation grants and funding
- » Is comfortable working with and understanding the complex role of state legislators
- » Adept at developing relationships; a people person
- » Out of the box thinker
- » Is a good manager who trusts the staff and effectively coaches and mentors employees
- » Embrace the roles and benefits of technology
- » Humble and pleasant personality
- » Understands the diverse mobility needs of the community and is committed to advancing accessible transportation options for all residents

## PRIORITIES:

- » Continue implementation of the key objectives of the 2050 Transportation Plan. This includes confirming funding and construction timelines for major roadway projects.
- » Relocation of the RTC Washoe Headquarters
- » Continue to seek funding for major regional transportation improvements

## Education and Experience

Candidates should have ten (10) years of applicable experience including seven (7) years of supervisory experience; bachelor's or above degree; OR an equivalent combination of education and experience. Graduate degree in related field preferred. Valid driver's license required.



# Compensation

Compensation will be competitive and negotiable depending on the experience and qualifications of the chosen candidate. The salary for this position is **\$180,897 to \$321,477** with the midpoint being \$251,187.

## Benefits at Washoe RTC include:

- » **No state income tax.**
- » 100% employer-paid contributions into the Public Employees Retirement System of Nevada (33.5% of gross salary, five-year vesting period)
- » 457 deferred compensation with up to 2% employer match
- » Employee can defer up to 25% of their taxable income in an IRC 401(a) defined contribution plan
- » Medical, dental, and vision insurance
- » Long-term disability insurance
- » Employer-paid life insurance (\$25,000)
- » Flexible benefits plan
- » Six fixed holidays and six floating holidays.
- » Vacation leave is negotiable
- » Sick Leave 10 hours per month, increasing to 144 hours for employees with 20 or more years
- » Personal Leave: Up to 16 hours per year
- » Car Allowance: \$500 per month
- » Cell phone provided for business purposes
- » Relocation expenses reimbursable up to \$5,000
- » Free bus pass
- » RTC does not participate in Social Security but does withhold Medicare tax

# Application and Selection Procedure

This position is open until filled. To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references (two supervisors, two direct reports, and two colleagues) by the first resume review date of **August 8, 2026**. Resume should reflect years and months of employment, beginning/ending dates, as well as size of staff and budgets you have managed.

Please go to our website to submit your application: <https://www.cpsr.us/recruitment/2640>

For further information contact:



David Niemeyer  
Tel: 916 / 471-3326  
Email: [dniemeyer@cpsr.us](mailto:dniemeyer@cpsr.us)  
Website: [www.cpsr.us](http://www.cpsr.us)

Resumes will be screened in relation to the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultants. Selected candidates will be invited to participate in further interviews and selection activities. Semi-final remote interviews are currently scheduled for the week of **August 24, 2026**. Final interviews are scheduled in person for the week of **September 7, 2026**. An appointment will be made following comprehensive reference and background checks.



## REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

| Title              |        | Class Code                | Grade               |
|--------------------|--------|---------------------------|---------------------|
| Executive Director |        | 6001                      | N/A                 |
| FLSA Status:       | Exempt | Established: January 2005 | Revised: April 2025 |

**Summary:** Under the general direction of the Regional Transportation Commission (RTC) Board of Commissioners, leads, controls, monitors and directs the activities and staff of RTC in providing county-wide streets and highway transportation systems, fixed route transit and paratransit service, and regional planning and leadership on transportation issues.

**DISTINGUISHING CHARACTERISTICS:** This position is the executive officer of the Regional Transportation Commission.

**ESSENTIAL FUNCTIONS:** *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

- Leads and directs RTC staff, through the management team, to develop RTC goals, policies, objectives, performance measures and projects for annual budget, short-range and long-range planning documents for approval by the RTC Board of Commissioners.
- Establishes all short-range and long-range strategies, resource requirements and utilization, and agency goals and reviews with senior management; organizes management strategies to ensure proper execution of agency operations and programs.
- Directs and establishes agency priorities; ensuring the RTC operations are carried out according to agency policy; obtains RTC Board approval to clarify policies as necessary.
- Interprets RTC policies and procedures for senior management, advising them of effective strategies for complex issues in regional transportation.
- Manages overall performance and productivity of agency and staff; directs the continuous improvement of work outcomes; and ensures the satisfaction of internal and external customers. Supervises senior management by counseling, advising, and conducting performance evaluations.
- Acts on final appeals of HR issues such as performance evaluations, discipline or termination.
- Ensures effective communication of issues and strategies internally within agency departments and externally between intergovernmental agencies, the public, community leaders and elected officials.
- Serves as a liaison between RTC, its Board of Commissioners, regional governments, federal, state, and local government, community groups, developing consensus and ensuring effective communications.
- Makes professional presentations to executive management, elected officials, the public, and other stakeholders, including testimony at City Councils and County Commission, State Transportation Board, legislative hearings, and Congressional hearings.
- Approves procurements and hiring over threshold limits.
- Trains, supervises, schedules, and evaluates the performance of a team, and other supervisory duties as appropriate for managing people.

### QUALIFICATIONS FOR EMPLOYMENT:

**Knowledge, Skills, and Abilities:** *(KSAs are the attributes required to perform a job)*

Knowledge of:

- Governmental agencies and their operations related to transportation.
- Management techniques and strategic planning.
- Regional transportation requirements, regulations, and operations.
- Human resource policies, practices, and employment law.
- Fiscal planning and management for transportation.
- Urban land usage, roadway engineering, maintenance, and construction practices.

## Job Description: Executive Director

### Skill in:

- Consensus-building and effective communication.
- Public speaking.
- Developing presentations for diverse audiences.
- Leading diverse groups toward common goals.
- Interpreting complex policies and providing clear explanations.
- Executing contracts successfully.

### Ability to:

- Train, supervise, schedule, evaluate the performance of a team, and other supervisory duties as appropriate for managing people.
- Interact professionally, communicate effectively, and exchange information accurately with all internal and external customers.
- Maintain regular and consistent punctuality and attendance.

### ***Experience, Education and/or Training:***

Ten (10) years of applicable experience including seven (7) years of supervisory experience; bachelor's or above degree; OR an equivalent combination of education and experience. Graduate degree in related field preferred. Valid driver's license required.

### ***Working Conditions and Physical Effort:***

Moves within an office setting. Occasional exposure to inclement weather, traffic, and other environmental conditions. Uses a keyboard and video display terminal for prolonged periods. Positions self in a variety of ways to accomplish the tasks of the job and remains stationary for long periods of time. Maneuvers files and single pieces of paper; occasional moving of files, stacks of paper or reports, references, and other materials. Some retrieval of items above and below desk level. Some positioning of self to access files and records is necessary. Ability to operate a personal computer using word processing and databases. Moving items (up to 25 pounds) is occasionally required.

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***Employee's Acknowledgment:*** I acknowledge that I have read the above job description and have received a copy for my records.

---

Employee's Signature

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Date Signed

Printed Employee Name \_\_\_\_\_

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the RTC.

## **EMPLOYMENT AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_, 2026 (this "Agreement"), by and between the Regional Transportation Commission of Washoe County, State of Nevada (the "RTC") and \_\_\_\_\_ ("Employee").

### **WITNESSETH:**

**WHEREAS**, the RTC by and through its Board of Commissioners ("Board") desires to employ Employee as Executive Director of the RTC in accordance with Board adopted RTC Bylaws and policy related to the position; and

**WHEREAS**, the Employee desires to accept the position of Executive Director upon the terms and conditions of employment specified herein; and

**WHEREAS**, the parties, by this Agreement, intend to set out the terms and conditions of the employment relationship.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties do agree as follows:

### **1. TERM**

Employee's employment as Executive Director of the RTC, pursuant to the terms and conditions herein stated, shall commence on \_\_\_\_\_, 2026 and shall continue until terminated pursuant to Section 8. The employment relationship is "at will," meaning it can be terminated by either party, at any time, with or without cause, subject to the terms of this Agreement.

### **2. COMPENSATION**

Employee shall receive an initial starting annual salary of \$\_\_\_\_\_. Employee shall receive the benefits and leave specified in Exhibit A. Except as specified in Exhibit A, Employee shall not be entitled to any other compensation, benefits or leave that other employees may be entitled to receive under RTC policies and procedures, unless required by state or federal law.

### **3. DUTIES**

A. The RTC agrees to employ Employee as Executive Director of the RTC for the purpose of carrying out the legally permissible and proper duties of the position as described in the job description attached as Exhibit B. The parties acknowledge that this job description is intended to establish an overview of the position and not as a limitation on Employee's duties as directed by the Board.

B. Employee will be responsible and have full authority for the management of the affairs of the RTC and the supervision and management of its employees subject to Board adopted policies and procedures, as amended from time to time, and as directed by the Board.

C. Employee shall devote all Employee's services, full energies, best efforts, interests, abilities and productive time (excluding vacation and personal time) to the performance of their duties under this Agreement, to further the RTC's interests and to perform diligently and in good faith such duties as are or may be, from time to time, required by the RTC in connection with employment hereunder.

D. Employee shall not, without the Board's prior written consent, directly or indirectly, render to any other person or organization services of any kind for compensation or engage in any other personal, professional or business activity that would interfere or detract from the performance of Employee's duties under this Agreement.

E. The Board has adopted personnel and management policies and procedures that establish other terms and conditions of employment with the RTC. The RTC and Employee agree that those terms and conditions of employment apply to Employee, except as otherwise provided herein. In the event of any contradiction or ambiguity between this Agreement and those policies and procedures, the terms of this Agreement shall control.

F. The Board, in consultation with Employee, may fix other terms and conditions of employment from time to time relating to the performance of Employee, provided said terms and conditions are reasonably consistent and not in conflict with the provisions and intent of this Agreement.

#### **4. GOALS AND PERFORMANCE STANDARDS**

A. Employee and the Board will prepare and agree upon annual goals for the position and the organization at or prior to the start of each fiscal year. The goals shall be approved by the Board.

B. Employee will be held to the other performance standards reflected in Exhibit C, and such other performance standards as the Board may reasonably expect. During the annual performance evaluation process described in this Agreement, the Board may consider and approve revisions to the performance standards, in accordance with RTC policy.

#### **5. ANNUAL PERFORMANCE EVALUATION**

A. The Board will conduct an annual evaluation of Employee's performance at or near the end of the RTC's fiscal year. There will be no annual performance evaluation at or near the end of the first fiscal year in which Employee is hired.

B. Employee's performance shall be evaluated against the duties of the position, the annual goals approved by the Board, and the other performance standards reflected in Exhibit C. Employee shall prepare and present a self-evaluation to the Board as part of the annual performance evaluation. The Board shall have the sole right to determine performance subject to a standard of reasonableness.

C. If the Board determines that Employee's overall performance meets or exceeds expectations for the year, Employee shall be eligible for an annual salary increase in an amount determined by the Board, and/or a performance bonus. Bonuses given shall not be considered part of Employee's base salary.

D. This Section is not intended to limit the Board's discretion and authority to review and evaluate Employee's performance at other times.

## **6. ALLOWANCES AND EXPENSES**

A. Cell Phone: The RTC will provide Employee with a cell phone to be used for all official business of the RTC, and only official business of the RTC.

B. Car Allowance: The RTC will pay Employee \$500 per month as a basic transportation/car allowance. The RTC will provide mileage reimbursement for trips outside of the metropolitan/urbanized area, in accordance with RTC policy.

C. Business Expenses: The RTC will provide reimbursement for reasonable business expenses necessary for Employee to perform the duties of the position, such as the cost of business meals with public officials and colleagues, and employee appreciation meals. The RTC will also provide reimbursement for reasonable business expenses and for participation in professional associations related to the position, in accordance with RTC policy.

## **7. INDEMNIFICATION**

A. Except as otherwise provided in subparagraph B of this Section, the RTC shall defend, hold harmless and indemnify Employee against any claim, lawsuit or other legal action, whether groundless or otherwise, arising out of the alleged negligent acts or omissions of Employee where said acts or omissions were made in good faith by Employee and in furtherance of Employee's duties as Executive Director. The RTC's obligation includes, but is not limited to, the payment of any judgement, settlement and any cost and/or attorney's fees incurred.

B. The RTC shall not be obligated pursuant to the provisions of this Section for any liability arising from Employee's willful and/or intentional wrongful acts or for any acts of any kind which occur in a private capacity or which are unrelated to the performance of their duties as Executive Director.

## **8. TERMINATION**

A. **Termination for Cause.** The RTC, by majority vote of the Board, may terminate Employee for cause after providing written notice to Employee and providing Employee an opportunity to respond in writing or in person to the Board. The term “cause,” for purposes of this Agreement, includes but is not limited to reasons such as:

1. fraud, misappropriation or embezzlement;
2. intentional breach of the provisions of this Agreement or RTC policies and procedures;
3. neglect of duties or willful misconduct which has resulted, or in all probability is likely to result, in material economic damage or reputational harm to RTC;
4. a breach of duty; or
5. repeated failure to perform the duties of the Executive Director position under this Agreement.

B. **Termination Without Cause and Severance Pay.** The RTC, by majority vote of the Board, may terminate this Agreement without cause. If Employee is terminated without cause, RTC shall pay Employee an amount equal to Employee’s pro-rated salary for a six (6) month period (“Severance Payment”). To be eligible for the Severance Payment, Employee must timely enter into and not revoke a Severance Agreement and Release of All Claims with the RTC. The RTC and Employee shall mutually agree upon any communications to be made publicly or internally with RTC staff regarding any termination pursuant to this subparagraph.

C. **Termination by Employee.** Employee may terminate this Agreement at any time, and upon reasonable notice to the Board, provided such termination does not cause a breach of duty as Executive Director. The RTC and Employee shall mutually agree upon any communications to be made publicly or internally to RTC staff regarding any termination pursuant to this subparagraph.

D. **Mutual Agreement to Terminate.** The RTC and Employee may mutually agree to terminate the Agreement upon terms and conditions agreed upon by Employee and the Board. The RTC and Employee shall mutually agree upon any communications to be made publicly or internally with RTC staff regarding any termination pursuant to this subparagraph. Such mutual agreement shall not constitute “Termination Without Cause” under Paragraph 8(B).

E. **Automatic Termination upon Death or Disability.**

1. This Agreement shall automatically terminate upon the death of Employee. The RTC shall pay to Employee’s beneficiaries Employee’s salary earned through the date of death, plus any earned or accrued benefits or leave payouts to which Employee would have been entitled to upon separation.

2. This Agreement will terminate if, due to a physical or mental impairment, Employee becomes unable to perform the essential job functions of an Executive Director, with or without a reasonable accommodation. Upon total or permanent disability, within the meaning of RTC's disability insurance for employees, if any, Employee is required to first use all unused accrued sick leave and, if applicable, vacation leave and other paid leave prior to receiving total or permanent disability benefits. (For the sake of clarity, the RTC is not required to pay Employee's salary during periods when Employee is on leave and not providing services to the RTC.)

## 9. **MISCELLANEOUS**

A. **Assignment.** Except as otherwise provided herein, Employee may not and shall not assign any rights or delegate any duties under this Agreement.

B. **Notices.** All notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested. Service shall be completed upon personal delivery or three (3) days following the time the notice is deposited by registered or certified mail.

C. **Governing Law; Jurisdiction.** The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and the parties hereto submit to the exclusive jurisdiction of the Second Judicial District Court of the State of Nevada.

D. **Severability.** To the extent that any term or provision of this Agreement or the application thereof to any circumstance shall be deemed to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provision of this Agreement. The parties agree that a suitable and equitable term or provision shall be substituted thereof to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.

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

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

G. **Waiver.** The failure of the RTC or Employee to insist upon the performance of any of the terms or conditions of this Agreement, or the waiver of any breach of any of

the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions. The same shall continue and remain in full force and effect as if no such forbearance or waive had occurred.

H. **Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

I. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original, but all of which, when taken together, shall constitute an Agreement.

J. **Presumption.** This Agreement or any section thereof shall not be construed against any party because said Agreement, or any section thereof was drafted by said party.

K. **Separate Counsel.** Each party has received or has had the opportunity to receive the independent advice of its attorney prior to the execution of this Agreement. It is understood and agreed that the undersigned have not been influenced to any extent whatsoever in making this Agreement by any representative, agent or employee of an adverse party, or by any attorney, person or persons representing or employed by the undersigned, and that this Agreement is entered into freely, voluntarily and knowingly.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of \_\_\_\_\_, 2026.

**EMPLOYEE**

\_\_\_\_\_  
[Name]

**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY**

\_\_\_\_\_  
Alexis Hill, Chair

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Adam Spear, RTC General Counsel

## Exhibit A

### Benefits and Leave

*The RTC and Employee agree that the benefits below are subject to policy changes which increase or decrease benefits of similarly situated employees who receive the same benefits.*

#### **I. RETIREMENT BENEFITS**

- **Public Employee Retirement System**

RTC and its employees participate in the Public Employees Retirement System (PERS). RTC will pay 100% of the amount required by PERS for contribution to the retirement account of Employee.

- **IRC 457(b) Deferred Compensation Plan**

Employee may defer a portion of their taxable income (within IRS limits) by participating in an IRC 457(b) deferred compensation plan. The RTC will contribute, as an employer match, up to two percent (2%) of Employee's annual base salary.

- **IRC 401(a) Defined Contribution Plan**

Employee may defer up to 25% of their taxable income (and within IRS rules in effect to limit the total annual contributions) by participating in an IRC 401(a) defined contribution plan. Initial enrollment must be made, and may only be made, within 60 days of Employee's first day of work (i.e., the date of hire). The RTC will not contribute to Employee's IRC 401(a) defined contribution plan.

#### **II. HEALTH AND INSURANCE BENEFITS**

- **Group Health Insurance**

RTC participates in Washoe County's benefits program to offer medical, dental, and vision coverage to eligible employees. Employee will receive the same coverage as other RTC employees under RTC's group health insurance plan then in effect. Initial enrollment must be made within 15 calendar days of Employee's first day of work (i.e., the date of hire) and the plan will go into effect on the first (1<sup>st</sup>) of the month following thirty (30) days of employment.

- **Long-Term Disability**

RTC participates in Washoe County's benefits program to provide long-term disability insurance to eligible employees. Employee will be automatically enrolled

in the long-term disability plan on the first (1<sup>st</sup>) of the month following thirty (30) days of employment. This plan pays up to two-third (2/3) of an employee's salary after ninety (90) days of disability.

- **Life Insurance**

RTC participates in Washoe County's benefits program to provide life insurance coverage to eligible employees. Employee will receive a life insurance policy of \$25,000 paid by RTC when hired as part of the group health insurance plan.

- **Flexible Benefits Plan**

RTC participates in Washoe County's benefits program to offer an IRS 125 Flexible Benefit Plan to employees. Employee will be eligible to join the plan on the first (1<sup>st</sup>) of the month following thirty (30) days of employment.

- **Supplemental Insurance**

The Employee shall be eligible to participate in supplemental insurance programs offered through authorized providers, including any available voluntary benefits plans, at the Employee's expense and subject to the terms, conditions, and eligibility requirements of the applicable plans.

### **III. LEAVE**

- **Holidays (fixed and floating)**

Employee shall receive 6 paid fixed holidays (New Year's Day; Memorial Day, 4<sup>th</sup> of July; Thanksgiving; Family Day; Christmas) to be observed on the official date of the holiday, and 6 paid "floating" holidays to be used on dates selected by Employee. Upon separation, Employee will not be paid for unused "floating" holidays.

- **Vacation Leave**

Employee will initially accrue \_\_\_\_ hours (\_\_\_\_ days) of vacation leave each year for use in accordance with RTC policy. Thereafter, Employee's vacation leave shall accrue in accordance with RTC policy. Upon separation, Employee will be paid for all accrued vacation leave at Employee's last hourly rate of pay.

- **Sick Leave**

Employee will accrue sick leave at the rate of ten (10) hours per month in accordance with RTC policy. Thereafter, Employee's sick leave shall accrue in accordance with RTC policy. Except as required by law, upon separation, Employee will not be paid for unused sick leave.

- **Temporary Leave**

In addition to situations where Employee may be granted leave as a reasonable accommodation, Employee may be granted short-term, temporary paid or unpaid leave in exceptional situations when approved by the RTC Chair.

- **Other Leave**

Employee shall be granted any other leave required by state or federal law and approved by the RTC Chair.

Exhibit B

Job Description

## Exhibit C

### Performance Standards

#### **1. Completion of Board Approved Goals:**

Has satisfactorily completed Executive Department goals set out by RTC Board for the previous year, with full communication on the status of any goals not completed. Has communicated changes in agency circumstances necessitating any changes to goals. Presents matters in a factual, analytical way. Coordinates implementation of Board policy decisions with staff, departments, other organizations and the community.

#### **2. Management of the Organization:**

Effectively oversees the operations of the organization. Creates a collaborative, team-building environment for staff. Facilitates open two-way communication and encourages mutual honesty and respect with the Board of Commissioners, external stakeholders, and staff. Recognizes the accomplishments of staff and other agencies working on behalf of the RTC. Supports professional growth and opportunity within the organization. Accepts full accountability for decisions of staff and the outcomes of agency projects or decisions. Identifies organization problems and takes remedial action.

#### **3. Financial Management:**

Properly prepares and manages the budget. Demonstrates strategic approaches to budgetary matters, including long-range revenues and expenditures for the organization, and keeps the Board aware of the financial state of the organization.

#### **4. Board Relations:**

Meets expectations for updating all Board members, keeping them informed about current and critical issues. Makes themselves accessible to Board members. Handles issues that are brought by the Board in a consistent and timely manner. Ensures that the staff provide the Board and community with clear and accurate written reports, correspondence, and presentations. Responds to correspondence, requests, and complaints quickly and appropriately. Maintains an honest, truthful, and professional relationship with each Board member.

## **5. Community Relations:**

Builds strong community relations. Understands general community issues and concerns. Remains involved and active in the community. Represents the RTC in a professional and positive manner. Works proactively with the media and press. Works effectively with other agencies at the federal, state, and local level. Educates the community on RTC goals, services, and accomplishments.

## **6. Leadership:**

Provides the Board and the organization with real solutions and creative alternatives to issues and problems. Anticipates and responds to issues. Ensures that Board decisions are thought out, objective, consistent with agency policy, and are legal and ethical. Makes use of sound administrative practices. Leads the organization through effective management of people and resources in achieving Board directed outcomes.



**REGIONAL TRANSPORTATION COMMISSION of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 5.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

**SUBJECT: Draft Meeting Minutes for 08/21/2026**

**RECOMMENDED ACTION**

Approve the meeting minutes for the 08/21/2026 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.

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**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**9:00 A.M.**

**August 21, 2026**

**PRESENT:**

**Alexis Hill, Chair, Washoe County Commissioner**

**Ed Lawson, Mayor of Sparks**

**Mariluz Garcia, Washoe County Commissioner (Via Phone; Arrive In Person at 9:06 a.m.)**

**Hillary Schieve, Mayor of Reno (Via Phone)**

**Bill Thomas, RTC Executive Director**

**Adam Spear, Legal Counsel**

**Sajid Sulahria, NDOT Deputy Director**

**ABSENT:**

**Devon Reese, Vice Chair, Reno City Council**

**Tracy Larkin Thomason, Director of NDOT**

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

***Item 1        CALL TO ORDER***

1.1    Roll Call

1.2    Pledge of Allegiance

***Item 2        PUBLIC COMMENT***

Steve Malone addressed the Board regarding roadway and safety concerns in Sun Valley. He questioned proposed improvements to Sun Valley Drive, including plans to enclose existing drainage facilities, and expressed concern regarding the ability of proposed culverts to accommodate significant stormwater flows. He believes that roadway safety concerns are more significant between Sun Valley Drive and Golden Valley with vehicle crashes, truck traffic, speeding, school bus stops, and mail delivery. Mr. Malone also raised concerns regarding code enforcement and food trucks operating along Sun Valley Drive and their potential impact on established businesses.

***Item 3        APPROVAL OF AGENDA***

On motion of Mayor Lawson to approve the agenda, seconded by Mayor Schieve, which motion unanimously carried, Chair Hill ordered the item be approved.

## **Items 4      CONSENT ITEMS**

Executive Director Bill Thomas highlighted Item 4.5.2, the annual RTC Agency Goals and Strategic Roadmap, and reported that RTC achieved 88% completion of its established milestones, the highest level achieved since implementation of the process approximately five years ago. He credited the Board's annual retreat and direction for establishing measurable goals and recognized RTC staff for their commitment to achieving those objectives. Chair Hill and Mayor Schieve commended RTC staff and leadership for their accomplishments and service to the community.

### **4.1      Minutes**

- 4.1.1 Approve the meeting minutes for the 7/17/2026 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 Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly summary report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)

### **4.3      Engineering Department**

- 4.3.1 Approve a Letter of Understanding with the Reno-Sparks Indian Colony for the construction and ongoing maintenance of the improved bus stop on 2nd Street near Walmart as part of the Bus Stop Improvement 26-01 Project. (For Possible Action)
- 4.3.2 Approve a reimbursement agreement with Truckee Meadows Water Authority (TMWA) for RTC to reimburse the cost of fiber optic conduit for traffic signal communications as part of TMWA's Advanced Purified Water Facility Project, in the amount of \$537,600. (For Possible Action)
- 4.3.3 Approve an Interlocal Cooperative Agreement with the City of Reno for the Signal Timing 8 project, in a reimbursement amount not-to-exceed \$50,000. (For Possible Action)
- 4.3.4 Approve a contract with Horrocks LLC for design services and engineering during construction for the South Verdi Road Safety Project in an amount not-to-exceed \$414,775. (For Possible Action)
- 4.3.5 Approve a contract with DOWL, LLC for preliminary design services for the Keystone Avenue Safety and Traffic Improvements Project, in an amount not-to-exceed \$590,434.10. (For Possible Action)
- 4.3.6 Approve Change Order No. 01 to the contract with Granite Construction Company for the Sparks Boulevard Capacity Improvement Project - North Phase for additional pavement reconstruction necessary to achieve the intended roadway profile through the Baring Boulevard intersection, in the amount of \$977,865. (For Possible Action)

- 4.3.7 Approve Amendment No. 2 to the Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation (NDOT) for the North Virginia Street Multimodal Improvements Project to reflect changes in federal fund sources. (For Possible Action)
- 4.3.8 Approve a contract with Atkins North America, Inc., for right of way acquisition support services for the Sun Valley Blvd Capacity and Safety Project, in an amount not-to-exceed \$749,275. (For Possible Action)
- 4.3.9 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire property and/or property interests on APN 006-183-54 from 935 5th Street, LLC which are needed to construct the Biggest Little Bike Network Project. (For Possible Action)
- 4.3.10 Approve an Interlocal Cooperative Agreement with the University of Nevada, Reno (UNR) for the Signal Timing 8 Project, in the reimbursement amount not-to-exceed \$960,000. (For Possible Action)

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

- 4.4.1 Acknowledge receipt of this quarterly Construction/Maintenance update on Transit Stops as presented to the Citizens Multimodal Advisory Committee on August 5, 2026. (For Possible Action)
- 4.4.2 Approve this Amendment to Renewal #2 of the Remix Services Agreement dated April 1, 2026, to add the integration of its Scheduling product with RTC's Vontas CAD/AVL system to enable the exchange of scheduling and operational data in the amount of \$153,950 through the end of the Renewal #2 term of March 31, 2029. (For Possible Action)

#### **4.5 Executive, Administrative and Finance Departments**

- 4.5.1 Approve the revised RTC Personnel Rules and Procedures applicable to all RTC employees; approve Management Policy 101, Equal Employment Opportunity and Anti-Harassment/Anti-Discrimination; approve Management Policy 102, Anti-Bullying. (For Possible Action)
- 4.5.2 Acknowledge receipt of a report regarding quarterly progress on the RTC Agency Goals and Strategic Roadmap - FY 2026 (Q4). (For Possible Action)

On motion of Mayor Lawson to approve, seconded by Mayor Schieve, which motion unanimously carried, Chair Hill ordered that these items be approved.

#### **Item 5 PUBLIC HEARING**

- 5.1 Conduct a public hearing on three service modifications to RTC ACCESS, beginning on or after October 1, 2026; approve the service modifications. (For Possible Action)
  - a. Staff Presentation
  - b. Public Hearing
  - c. Action

Jim Gee, Director of Public Transportation, presented three proposed RTC ACCESS service modifications developed from recommendations contained in the Move More with RTC five-year transit plan. The proposed changes included modifying the ACCESS scheduling window from the current zero minutes before and up to 20 minutes after the scheduled time to 10 minutes before and up to 20 minutes after, while increasing the on-time performance standard from 85% to 90%. Mr.

Gee explained that the revised window would provide greater scheduling flexibility and improve the ability of vehicles to remain on schedule throughout the service day.

The second modification would improve the call hold-time standard to approximately two-and-one-half minutes, with a five-minute maximum. Mr. Gee reported that approximately 50% to 60% of customer service calls are currently handled through artificial intelligence, allowing live representatives additional time to assist customers requiring greater attention and reducing overall call wait times.

The third modification would allow qualified ACCESS customers to ride RTC RIDE and the regional connector to Carson City at no charge. Mr. Gee explained that ACCESS has an incremental cost of more than \$40 per passenger trip, while placing an ACCESS-eligible rider on an existing fixed-route service creates essentially no incremental cost. Encouraging riders who are able to use fixed-route service would therefore reduce ACCESS costs and preserve capacity for customers who require paratransit service. He also advised that the previously discussed ACCESS fare increase has been tabled and would not return to the Board unless considered as part of a broader fare package. No ACCESS fare increase is currently planned for at least the next year.

Mayor Lawson asked whether ACCESS customers can track the location of their vehicle and emphasized the benefit of knowing when a vehicle is approaching, particularly for customers who require additional time to reach the vehicle. Mr. Gee stated that vehicle tracking is available through RTC technology, while telephone assistance remains available for customers who do not use the application.

Commissioner Garcia stated that the proposed changes appear mutually beneficial to RTC and ACCESS customers and expressed appreciation for staff's recommendations.

Mayor Schieve commended staff for raising service standards and continuing the Board's goal of improving the quality of transit services.

Chair Hill expressed support for reconsidering the proposed ACCESS fare increase as part of a broader review of RTC fares and supported allowing ACCESS customers to use fixed-route service at no charge. She also emphasized the importance of maintaining telephone customer service for customers who may not have access to or be comfortable using technology.

Chair Hill opened the public hearing. There was no public comment.

On motion of Commissioner Garcia to approve the RTC ACCESS service modifications, seconded by Mayor Lawson, which motion unanimously carried, Chair Hill ordered the item be approved.

## ***Item 6           DISCUSSION ITEMS AND PRESENTATIONS***

### **6.1    Approve a Construction Manager-at-Risk (CMAR) contract with Q&D Construction, LLC for the construction of the Sierra Street Bridge Replacement Project for a Guaranteed Maximum Price of \$31,689,145. (For Possible Action)**

Bryan Byrne, RTC Project Manager, and Amanda Callegari, RTC Engineering Manager, presented an update on the Sierra Street Bridge Replacement Project and requested approval of the

Construction Manager at Risk (CMAR) contract with Q&D Construction, LLC. Mr. Byrne explained that the existing bridge is structurally deficient and nearing the end of its useful life. The replacement will provide a safe, structurally sound facility meeting current design standards, widen sidewalks from approximately eight feet to ten-and-one-half feet, eliminate parking along the west side to improve sight distance and safety, incorporate Art Deco aesthetics, and reduce the number of bridge piers within the Truckee River from two to one.

Project funding includes approximately \$4.7 million in federal Surface Transportation Block Grant funds, \$22.1 million through NDOT's Bridge Formula Program, and approximately \$6.8 million in local fuel tax funding. Mr. Byrne explained that the CMAR delivery method allows the contractor, designer, RTC, and an independent cost estimator to collaborate during design to identify cost savings, improve constructability, shorten the construction schedule, and mitigate risk.

Project innovations include shifting the north abutment approximately ten feet north to allow construction to begin before the July 1 In-River work season, using precast walls, utilizing precast tub girders, and modifying girder spacing to accommodate utilities. These changes are expected to reduce project costs and shorten the construction schedule, including approximately \$1.3 million and ten weeks of savings associated with the abutment and precast wall changes.

Mr. Byrne reviewed project risks associated primarily with work in the Truckee River, including high river flows, unknown utility conflicts, and existing infrastructure and floodwalls. Approximately \$2.97 million has been established as a risk reserve and would only be authorized if specifically identified risk conditions occur during construction.

Amanda Callegari, RTC Engineering Manager, reported that utility relocation work is anticipated to begin in early 2027, with the bridge expected to close following Easter in late March or early April. In-River construction is scheduled to begin July 1, weather permitting, with project completion anticipated in spring 2028. She also outlined extensive public and business outreach planned throughout construction, including individual business meetings, roundtable discussions, coordination with the Riverwalk District and City of Reno, community events, social media, and efforts to maintain access and activity around West Street Plaza.

Ms. Callegari compared the proposed CMAR approach with the Arlington Avenue Bridge project, noting that approximately \$1.8 million of the Arlington project's risk reserve remained unused despite utility impacts, additional shoring, and a significant river-flow event. She explained that the CMAR process allows RTC to retain unused risk funding rather than paying for contingencies incorporated into a traditional contractor bid.

Commissioner Garcia asked who would be responsible if the Guaranteed Maximum Price and risk reserve were exceeded. Ms. Callegari explained that identified risks and quantity overruns generally remain the contractor's responsibility, while specifically defined compensable events outside the contractor's control, such as force majeure or discovery of an artifact, could result in a change order.

Commissioner Garcia also supported eliminating parking on the west side of Sierra Street and asked about the size and location of river diversion structures. Mr. Byrne explained that the diversion walls would generally be six to eight feet tall and extend approximately 100 feet upstream, while maintaining access to West Street Plaza and avoiding impacts to the Wingfield Park kayak area.

Mayor Schieve emphasized the importance of strong public communications throughout construction and asked whether sufficient resources had been dedicated to outreach. Mr. Byrne confirmed that the construction management team will include dedicated public outreach support and will provide information regarding vehicle and pedestrian detours, signage, social media, and other construction impacts.

Mayor Lawson emphasized the importance of maintaining adequate Truckee River flow capacity, particularly given past flooding impacts downstream in Sparks.

On motion of Commissioner Garcia to approve the CMAR contract with Q&D Construction, LLC, seconded by Mayor Lawson, which motion unanimously carried, Chair Hill ordered the item be approved.

## **6.2 Acknowledge receipt of a report regarding the RTC Bus Stop Improvement & Connectivity Program. (Informational Only)**

Sai Sun, RTC Senior Transit Planner and Ashley Hurlbut, RTC Project Manager, presented an update on the Bus Stop Improvement & Connectivity Program. Ms. Sun explained that improvements completed during the previous 12 months included installation of five benches, eight shelters, one permanent pole, one trash can, and relocation of two bus stops. RTC currently maintains approximately 800 bus stops, approximately 71% of which have benches, 15% have shelters, and 47% have trash cans. Bus stop improvements are prioritized based on ridership, site conditions, safety, accessibility, equity and community needs, and maintenance costs, with flexibility provided for locations serving older adults, students, individuals with disabilities, and communities with limited transportation options.

Ms. Hurlbut provided an update on the 2026 Bus Stop Improvement Project, which addresses stops requiring more substantial infrastructure improvements, including concrete pads, sidewalks, retaining curbs, pedestrian rails, and other accessibility improvements. The project includes ten bus stop locations throughout the region and installation of a Rectangular Rapid Flashing Beacon (RRFB) at Kietzke Lane and Montello Street due to pedestrian activity, limited lighting, and identified safety concerns. The project was open for bidding, with bids scheduled to open September 1, construction anticipated to begin in October, and completion planned for November 2026.

Ms. Hurlbut reported that locations for the following year's program are still being evaluated based on available funding and public and driver feedback. Potential improvements include relocating stops with safety concerns, improving waiting areas at high-ridership stops, addressing lighting and visibility, improving accessibility at stops currently located on dirt or grass, and responding to requests for shelters and benches.

Commissioner Garcia commended the improvements planned along Kietzke Lane and discussed the significant pedestrian activity and limited lighting in the area. She asked how improvements are handled when bus stop infrastructure extends onto private property. Ms. Hurlbut explained that RTC obtains easements through the right-of-way process for construction and future maintenance and that no property owners associated with the current project have declined to participate.

Executive Director Thomas noted that property acquisition issues have occurred on previous projects and may require RTC to determine whether to pursue condemnation or select another location.

Chair Hill confirmed that property owners are generally compensated for required easements.

Mayor Schieve expressed strong support for the program.

Chair Hill requested that staff consider recommendations contained in the Washoe Tahoe Transportation Plan when developing future bus stop improvements, particularly improvements in Incline Village intended to increase transit use by residents and visitors.

No Action was taken.

### **6.3 Receive an update on the RTC Pavement Management Program and the findings and recommendations of the 2026 Pavement Management Program Report. (Informational Only)**

Jeff Wilbrecht, RTC Engineering Manager, and Jessica Dover, RTC Project Manager, presented an update on RTC's Pavement Management Program. Mr. Wilbrecht explained that RTC's pavement preservation strategy focuses on applying the appropriate treatment at the appropriate time to maximize pavement life on regional arterials and collectors. RTC uses the Pavement Condition Index (PCI) to evaluate roadway conditions and Street Saver software to manage pavement data and forecast maintenance needs. He reported that the regional network PCI is approximately 81, with nearly 88% of RTC roadways classified in very good condition.

Ms. Dover reviewed six funding scenarios used to evaluate the long-term effects of pavement preservation investment. Under a no-investment scenario, the regional PCI would decline to approximately 65 and deferred maintenance would increase to approximately \$547 million over ten years. Maintaining the current annual funding level of approximately \$22.5 million is projected to maintain a network PCI between approximately 80.4 and 82, with approximately \$112 million in deferred maintenance. She recommended maintaining the current \$22.5 million annual funding level.

Mr. Wilbrecht emphasized that consistent annual investment is critical to maintaining roadway conditions and that preventative treatments such as slurry seals and micro-surfacing are substantially more cost-effective than major rehabilitation or reconstruction. RTC updates pavement data annually and conducts a comprehensive network review every three years.

Commissioner Garcia asked how Board members can easily explain which roadways fall under RTC's maintenance responsibilities. Mr. Wilbrecht explained that RTC generally maintains regional arterials and major collectors carrying higher traffic volumes, while local residential streets remain the responsibility of local jurisdictions.

Mayor Lawson noted that determining roadway responsibility can be confusing to the public because roads may be maintained by RTC, local jurisdictions, or NDOT.

Executive Director Thomas emphasized that pavement funding requires balancing preservation needs against other regional transportation investments. He explained that significantly increasing

pavement preservation funding could produce only a relatively small improvement in the overall PCI while reducing funding available for major projects such as the Sierra Street Bridge and Sparks Boulevard improvements.

Chair Hill emphasized the importance of balancing roadway preservation with investment in new infrastructure and noted the need to communicate to the public how RTC prioritizes and manages transportation funding.

No action was taken.

## ***Item 7        REPORTS (Informational Only)***

### **7.1     RTC Executive Director Report**

Bill Thomas, RTC Executive Director, reported that RTC intends to submit a bill draft request by September 1 related to potential electric vehicle fees. He explained that the submission is necessary to preserve RTC's ability to participate in the upcoming legislative process should voters approve the advisory ballot question in November and does not predetermine the outcome of the election. He stated that additional details would be presented to the Board before November.

Chair Hill requested that RTC coordinate its legislative efforts with other agencies and stakeholders to demonstrate a regional approach rather than seeking funding solely for RTC. Mr. Thomas confirmed that RTC would continue coordinating with other efforts and return to the Board with additional information.

Mr. Thomas reported that RTC provided transportation assistance during the recent regional fires, including fixed-route buses requested by emergency officials and ACCESS vehicles to assist individuals with disabilities or mobility limitations who required relocation. He recognized RTC staff, Keolis, and MTM for their responsiveness during the emergencies.

Mr. Thomas also reported that RTC joined 11 other metropolitan planning organizations from seven Intermountain West states in a letter regarding the Build America 250 Act and surface transportation reauthorization. Priorities identified in the letter included predictable federal funding mechanisms, greater efficiency in federal review processes, and updates to federal funding formulas to better recognize rapidly growing metropolitan areas.

Mr. Thomas announced RTC's first Stuff-A-Bus diaper drive in partnership with Babies Bounty and encouraged community participation.

Mr. Thomas announced organizational changes intended to improve internal processes, including creation of an Organizational Effectiveness Manager position and promotion of Amber Bowsmith to the position. He explained that the new function will assist RTC directors with identifying and implementing process improvements while operational departments remain focused on transportation programs and project delivery. Chair Hill supported the organizational change and recognized Ms. Bowsmith's professional abilities.

Mr. Thomas recognized Lolita Davis for five years of service to RTC and her additional role assisting the Board Clerk. He also recognized Jennie Murray for completing her first year as RTC's Accounting and Payroll Specialist and for implementing process improvements.

Mr. Thomas advised the Board that the September 18, 2026 regular meeting would be primarily dedicated to interviewing the three finalists for the Executive Director position, after which the Board is expected to select the next Executive Director. He also reminded the Board of the September 29, 2026 special joint meeting with the Storey County Commission at the Washoe County Commission Chambers to review the final Northeast Connector report. Chair Hill suggested inviting members of Nevada's congressional delegation or providing them with a summary of the meeting's outcome.

## **7.2 RTC Federal Report**

Paul Nelson, RTC Government Affairs Officer, provided an update on federal transportation matters. He reported that both chambers of Congress passed continuing resolutions before the August recess. The House version provides a clean extension of the Fiscal Year 2026 budget, while the Senate version also includes an extension of the Infrastructure Investment and Jobs Act (IIJA), which would continue gas tax collections and Federal Highway Administration and Federal Transit Administration formula programs.

Mr. Nelson stated that passage of a new surface transportation authorization bill is not expected in the near term and may occur the following spring. He also reported that a federal court ruled that the federal government cannot revoke grants solely because of changing agency priorities. Although the ruling did not automatically restore grants, it provides a mechanism for affected states to pursue claims and protects current and future grants in states participating in the litigation, including Nevada.

Mr. Nelson also reported on the bipartisan PATH Act, which would consider population growth and future transit-oriented development when evaluating Capital Investment Grant funding rather than relying solely on existing density surrounding a proposed transit route.

## **7.3 NDOT Director Report**

Sajid Sulahria, NDOT Deputy Director, reported that major roadway work on the I-80 Keystone/McCarran project is substantially complete, with no significant lane restrictions anticipated while crews complete landscaping, bridge painting, and other remaining work.

Mr. Sulahria reported that NDOT is replacing seven aging bridges along I-80 near Robb Drive and Garson Road over the next several construction seasons, beginning with the Garson Road Bridge, with traffic shifts anticipated in the fall. He also reported continued progress on the North Valleys projects, including Phase 2 construction and associated nighttime closures, and stated that NDOT will continue providing advance notice to stakeholders, emergency responders, partner agencies, and the public.

Mr. Sulahria reported that the Pyramid Highway project from York Way to Nugget Avenue is progressing ahead of schedule and may potentially be completed in 2026 rather than carrying paving work into the following year.

He also announced NDOT's Safe Routes to School art contest for Nevada students in kindergarten through 12th grade, designed to promote awareness of roadway safety and the health and safety benefits of walking, bicycling, and other forms of active transportation. He concluded by recognizing NDOT District 2 staff and regional partners for assisting emergency responders during the recent fires.

***Item 8            COMMISSIONER ANNOUNCEMENTS AND UPDATES***

Chair Hill reported on her attendance at the Tahoe Summit and discussed recognition received by Congressman Mark Amodei, noting his support of RTC. She requested that RTC consider recognizing his service at a future Board meeting and inviting him to attend. The Board expressed support for arranging the recognition.

***Item 9            PUBLIC COMMENT***

Chair Hill opened the public comment period. There was no public comment.

***Item 10            ADJOURNMENT***

The meeting was adjourned at 10:23 a.m.

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ALEXIS HILL, Chair  
Regional Transportation Commission

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



## **REGIONAL TRANSPORTATION COMMISSION of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 5.2.1

To: Regional Transportation Commission

From: Marquis Williams, Senior Transportation Planner

**SUBJECT: Neighborhood Network Plans 5 & 6**

### **RECOMMENDED ACTION**

Approve a contract with Parametrix, Inc., for planning services to complete Neighborhood Network Plans 5 & 6, in an amount not-to-exceed \$224,600.

### **BACKGROUND AND DISCUSSION**

The purpose of the Neighborhood Network Plans (NNPs) 5 & 6 project is to identify active transportation options that have the potential to decrease vehicle trips and improve pedestrian and cycling infrastructure within two neighborhoods (West Reno & South Meadows) in the Truckee Meadows. This consultant will provide essential support to RTC in key areas such as community engagement, data analysis, development of recommendations, and cost estimation. The NNP concept is detailed in the regional Active Transportation Plan: Walk and Roll Truckee Meadows. The contract has a total not-to-exceed amount of \$224,600.

Proposals were received in response to the Request for Proposals for the Project. The technical evaluation of the proposals was conducted by an Evaluation Committee, composed of seven RTC staff including one representative from Engineering and one from Executive departments. All members of the Evaluation Committee evaluated and scored the technical proposals independently in accordance with the evaluation criteria set forth in the solicitation. Based on final scoring and discussion, the proposal from Parametrix, Inc., received the highest weighted score and is being recommended for award of the contract.

This item supports Strategic Roadmap Goal #2, "Promote Neighborhood Mobility" and FY2027 RTC Goal, "Initiate: Neighborhood Network Plans #5 & #6".

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**FISCAL IMPACT**

Funding for this item has been budgeted for in the FY2026-FY2027 Unified Planning Work Program (UPWP) and the FY2027 RTC budget.

**PREVIOUS BOARD ACTION**

9/20/2024 - Approved the Active Transportation Plan: Walk and Roll Truckee Meadows.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of September 18, 2026, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Parametrix Inc. (“CONSULTANT”).

WITNESSETH:

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through September 30 2027, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the “Proposal”. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. ACCESSIBILITY REQUIREMENTS

CONSULTANT's delivery of products and documentation that are digitally accessible to people with disabilities is key to RTC making sure that everyone has equitable access to information. CONSULTANT shall ensure that contract deliverables that will be posted on RTC's website, including documents, attachments and exhibits, spreadsheets, presentations, websites, software, videos and other deliverables, are provided using information and communication technology that makes those deliverables digitally accessible to people with disabilities in compliance with the requirements of Title II of the Americans with Disabilities Act and applicable Web Content Accessibility Guidelines (WCAG).

### 2.3. 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.

### 2.4. 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.

### 2.5. OPTIONS

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

### 2.6. ADDITIONAL SERVICES

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

### 2.7. 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.

## 2.8. 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 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 amount of \$224,600.
- 3.3. For any work authorized under Section 2.6, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates in Exhibit B. Any work authorized under Section 2.6, "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@rtewashoe.com](mailto:accountspayable@rtewashoe.com) and copied to the RTC Project Manager. 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 Marquis Williams 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 Amy Cummings 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  
Marquis Williams  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: mwilliams@rtcwashoe.com  
(775) 332.0174

CONSULTANT: Dan Doenges  
Project Manager  
Parametrix Inc.  
9190 Double Diamond Parkway  
Reno, NV 89521  
Email: DDoenges@parametrix.com  
Phone 775.813.2815

## 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.

#### 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.

ATTORNEYS' FEES

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

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

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

\*\*\*ARTICLE 16 - FEDERAL FORMS AND CLAUSES\*\*\*

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.
- 16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F

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

PARAMETRIX INC

By: \_\_\_\_\_  
Cole Mortensen, Nevada Regional Manager

## **Exhibit A**

### Scope of Services

## **RTC Neighborhood Network Plans 5 & 6**

### **Scope of Work**

#### **Introduction:**

This scope of work outlines two Neighborhood Network Plans anticipated to cover the Downtown Reno and South Meadows neighborhoods. The studies will evaluate multimodal connectivity within each neighborhood. The goal is to develop a list of short-term quick-build projects along with a list of longer-term priorities aimed at increasing utilization of the active transportation network.

#### **Objective:**

Identify and evaluate corridors to create a connected multimodal network in each of the identified neighborhoods. The study will incorporate community input, local government priorities, and existing quantitative data to recommend improvements and ensure compatibility with regional goals, including those outlined in the Active Transportation Plan and the 2050 Regional Transportation Plan (RTP).

#### **Task 1: Project Management**

1.1 Management Plan – Prepare a project management plan, schedule, and budget. Identify key staff roles and outline deliverables for each task.

1.2 Invoicing and Progress Reports – Prepare monthly invoices and progress summaries.

1.3 Coordination – Conduct an initial kickoff meeting with RTC to confirm study objectives. Maintain regular communication with the project manager. It is anticipated that the consultant will agendize and document biweekly meetings with the project management team. Biweekly meetings will include project schedule updates and will be documented through a combination of meeting minutes or summaries and AI-generated notes that highlight next steps or action items. These meetings may be conducted virtually. This task will also involve maintenance of a joint access, web-based repository of project-related documents.

#### **Task 1 Deliverables:**

- Staff assignments and budget for each task
- Project schedule
- Monthly progress summaries
- Monthly invoices
- Agendas and minutes for regular project team meetings
- Joint access, web-based repository for project-related documents

## **Task 2: Existing and Future Conditions Analysis**

*Note that all action items, meetings, and deliverables under this task are **per plan** and are required for each of the two NNPs.*

2.1 Neighborhood Profile Development – Identify key locations within the neighborhood that drive active transportation usage. These may include, but are not limited to, dense residential and mixed-use communities, schools (including school attendance zone boundaries), employment centers, shopping destinations, parks, trailheads, and community centers. Summarize relevant demographic information including age, income, vehicle ownership, etc., barriers, and community characteristics using Census and other regional data. Using these inputs, develop profiles of the people likely to utilize the active transportation network. Profiles should be developed in the context of the greatest active transportation needs to establish a forward-looking approach to project recommendations.

2.2 Document Review and GIS Synthesis – Compile relevant planning documents, lists of RTC projects in design or construction, datasets, and infrastructure maps, and incorporate and update (as needed) RTC Active Transportation Plan (ATP) tools such as the Bicycle Level of Traffic Stress, Pedestrian Experience Index, Gap Analysis, and Active Trip Potential. Prepare a data request memo as needed and submit to RTC staff early in the project, according to the project schedule. Display compiled information in a virtual map viewer for easy access by the project team during NNP development. This information will ultimately be summarized in the final NNP document.

2.3 Existing Conditions Summary – Produce a summary narrative of Task 2. This will be included as a chapter in the final NNP.

### **Task 2 Deliverables:**

- Neighborhood profile document;
- Data request memo;
- Map tool displaying spatial information relevant to multimodal network planning;
- Existing conditions summary.

## **Task 3: Public and Stakeholder Engagement**

*Note that all action items, meetings, and deliverables under this task are **per plan** and are required for each of the two NNPs.*

3.1 Engagement Strategy – Schedule and design the public and stakeholder engagement strategy to include project steering committee meetings, public engagement, and stakeholder interviews, identifying feedback points for RTC advisory committees, and creating presentations to gain engagement from those committees. This strategy shall include accommodations for non-English speakers and people with disabilities in accordance with RTC policies.

- 3.2 Marketing Materials – Prepare flyers and develop content for project webpage and social media summarizing project goals, neighborhood maps, and information on how to get involved. Materials should be developed in a consistent and easily shareable format and satisfy RTC ADA requirements. Materials will be provided in both English- and Spanish-language formats, when appropriate and applicable.
- 3.3 Project Steering Committee Meetings – Identify key team members from RTC, relevant jurisdictions, and key neighborhood organizations/institutions to form a neighborhood steering committee. Organize and support up to two (2) neighborhood steering committee meetings to discuss and review findings and proposed projects. One of these neighborhood steering committee meetings may be in-person in the form of a walk audit to gain familiarity with the neighborhood and with quick-build treatments.
- 3.4 In-Person Public Engagement – Conduct one (1) RTC-hosted workshop along with at least two (2) public outreach events using engagement methods appropriate for the neighborhood. These may include pop-up events near commercial nodes, a table at pre-established community events such as a farmers’ market, and small group meetings with neighborhood associations in residential areas.
- 3.5 Virtual Comment Map/Survey Development – Create and host a virtual comment map allowing interested community members to pinpoint specific points and corridors of concern within the neighborhood. Assist in the development of survey questions to accompany the Virtual Comment Map (RTC to create and host online survey).
- 3.6 Stakeholder Interviews – Meet with and interview at least five (5) key stakeholders in the neighborhood, such as school administrators or student groups, local business owners/representatives, homeowners’ associations, etc. to gather feedback. Stakeholder Interviews will be conducted virtually when feasible.
- 3.7 Qualitative Data Analysis – Prepare an analysis of public and stakeholder comments and identification of themes to develop priorities that can be applied to NNP recommendations. This will be included as a chapter in the final NNP.
- 3.8 RTC Board and Committee Presentations – Prepare presentations for RTC staff to provide study updates to the RTC Board. Prepare and present at important feedback points to RTC’s TAC and CMAC committees, as needed.

Task 3 Deliverables:

- Engagement strategy memo;
- Public workshop and outreach materials such as presentations, maps and flyers;
- Interview questions and verbatim transcripts of interviews with prior consent to record;
- Virtual comment map; public survey questions including a subset of group-specific survey questions as needed
- Qualitative data analysis summary;
- Presentations for RTC Board, TAC and CMAC;
- Stakeholder engagement summary that includes a discussion of how public and stakeholder feedback informed decision-making.

#### **Task 4: Develop and Evaluate Recommendations**

*Note that all action items, meetings, and deliverables under this task are **per plan** and are required for each of the two NNPs.*

- 4.1 Corridor Recommendations – Develop a list of corridor recommendations, including relevant intersection, mid-block, and spot improvements, informed by the findings from Tasks 2 and 3 of this scope. Corridor recommendations should be organized into two categories. (1) The first category will include only projects that are “quick-build” design. The total cost for all projects identified should be approximately \$2.5 million, and focused cost estimation will be required as such. Quick-build project designs should consider and coordinate with existing or planned Regional Transportation Plan (RTP) projects within the current Regional Transportation Improvement Program (RTIP). (2) The second category will include traditional multimodal projects ranging in magnitude from minor improvements to transformational roadway projects. These projects will be ultimately be considered for inclusion in the next RTP for implementation. High-level cost estimation will be required for this second category of projects. A quantitative scoring methodology and screening tool will be used to compare project recommendations and identify quick-build and long-term projects.
- 4.2 Expanded Field-Based Data Collection – Collect or validate data on street parking supply and observed demand, along with vehicle speeds and volumes, on each corridor recommended in Task 4.1. Traffic volume and speed data will be provided through existing or scheduled traffic counts conducted by RTC and local jurisdictions. Vehicle speed and volume data should be used to ensure that the recommended corridor treatment complies with AASHTO standards.
- 4.3 Quick-Build Implementation Strategy – Develop an implementation strategy for recommended improvements to include:
- A list of recommended corridors organized by corridor type;
  - Planning-level cost estimates for each recommendation;
  - A prioritization framework that considers public and stakeholder feedback, data that establishes project need, project cost, and feasibility of implementation;
  - A cutsheet for each quick-build corridor identified in Task 4.1. Each cutsheet should include: (1) a brief project description explaining the rationale for the corridor’s inclusion and any design challenges, (2) recommended treatment types, along with any necessary street reconfigurations or parking changes, (3) a sample cross-section, (4) a planning-level cost estimate, and (5) a map showing the specific locations of proposed improvements.

#### **Task 4 Deliverables:**

- List of corridor recommendations organized into the three categories listed in Task 4.1;
- Planning-level cost estimates for each recommendation identified in Task 4.1;
- Prioritization framework
- Cutsheets for each quick-build corridor;

- Summary of the approach to corridor selection, prioritization, and cost estimation. This will be included as a chapter in the final NNP.

### **Task 5: Plan Preparation**

- 5.1 Draft Plan – Prepare a draft plan (including an Executive Summary) summarizing all findings, including maps, graphics, and planning-level recommendations.
- 5.2 Revised Plan – Revise draft based on comments from the RTC, jurisdiction partners, stakeholders, and the public.
- 5.3 Final Plan – Produce a final plan for approval. The final plan should be provided in an electronic format in two file sizes: print size and web publishing size.

#### **Task 5 Deliverables:**

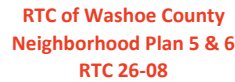
- Draft Plan
- Final Plan with associated files, including all photos used in the plan
- Comment matrix with all comments received and responses (if provided)
- Final Plan/Executive Summary

### **Project Milestones**

- Internal and Management Team Project Kickoff Meetings – Month 1
- Neighborhood Steering Committee Meeting #1 (per plan) – Month 1
- Public Meeting & Pop-Up Events – Month 3-4
- Stakeholder Interviews – Month 4
- Draft Report – Month 8
- Neighborhood Steering Committee Meeting #2 (per plan) – Month 8
- Revised Report – Month 9
- Final Report – Month 11

## **Exhibit B**

### Compensation



|                      |                   |
|----------------------|-------------------|
| <b>Project Total</b> | <b>\$ 224,600</b> |
|----------------------|-------------------|

## **Exhibit C**

### Indemnification and Insurance Requirements

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

2022-07-08 Version

**1. INTRODUCTION**

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 332-9511.

**2. INDEMNIFICATION**

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, Washoe County, 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 Indemnatee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, 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.

**Exhibits D, E and F**

**\*\*\*Federally Required Clauses\*\*\***

## **Exhibit D**

### Federally Required Clauses

#### **1. PROMPT PAYMENT PROVISION**

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

#### **2. NONDISCRIMINATION**

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations. CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. Information and Reports. CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

### **3. AFFIRMATIVE ACTION IN EMPLOYMENT**

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the

Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

**4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

**5. INTEREST OF PUBLIC OFFICIALS**

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

**6. CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must 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.

- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

#### **7. INELIGIBLE CONSULTANTS**

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

#### **8. NOTICE OF FEDERAL REQUIREMENTS**

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

#### **9. THIRD-PARTY RIGHTS**

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

#### **10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS**

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

#### **11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

A. RTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

#### **12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this contract.

### **13. COMPLIANCE WITH FEDERAL LOBBYING POLICY**

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

### **14. REPORTING REQUIREMENTS**

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

## **Exhibit E**

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

## **Exhibit F**

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).



## **REGIONAL TRANSPORTATION COMMISSION of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 5.2.2

To: Regional Transportation Commission

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

**SUBJECT: Silverada-Wedekind-Clear Acre-Sutro and 7th-Kings Row-Keystone Corridor Studies**

### **RECOMMENDED ACTION**

Approve a contract with Parametrix, Inc., for consulting services on the Silverada-Wedekind-Clear Acre-Sutro and 7th-Kings Row-Keystone Corridor Studies, in an amount not-to-exceed \$399,360.

### **BACKGROUND AND DISCUSSION**

These planning studies were requested by the City of Reno during the 2025 UPWP Call for Projects. The project is 2 traffic safety and circulation studies, one for the Silverada-Wedekind-Clear Acre-Sutro corridors and one for the 7th-Kings Row-Keystone corridors in the City of Reno. Both studies will evaluate existing safety concerns, crash risk factors, and circulation issues. The goal is to develop recommendations for safety and operational improvements while considering multimodal needs in the study areas using a data-driven and holistic approach. The studies will also incorporate community input to recommend improvements and ensure compatibility with regional goals, including those outlined in the 2050 Regional Transportation Plan.

Proposals were received in response to the Request for Proposal of the Silverada-Wedekind-Clear Acre-Sutro and 7th-Kings Row-Keystone Corridor Studies. The technical evaluation of the proposals was conducted by an Evaluation Committee, composed of individuals from the RTC and the City of Reno. All members of the Evaluation Committee evaluated and scored the technical proposals independently in accordance with the Source Selection Plan. The proposal from Parametrix received the highest score. The Evaluation Committee held a consensus meeting and recommended awarding the PSA to Parametrix.

This item supports the FY2027 RTC Goals, "Initiate: Silverado-Wedekind-Clear Acre-Sutro and 7th-Kings Row-Keystone corridor/area studies".

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**FISCAL IMPACT**

Funding for this item is included in the FY 2026 – FY 2027 Unified Planning Work Program (UPWP).

**PREVIOUS BOARD ACTION**

4/18/2025 - Approved the FY 2026– FY 2027 UPWP.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2026, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Parametrix Inc. (“CONSULTANT”).

**WITNESSETH:**

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

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

**ARTICLE 1 – TERM AND ENGAGEMENT**

- 1.1. The term of this Agreement shall be from the date first written above through October 01 2028, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the “Proposal”. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

**ARTICLE 2 - SERVICES OF CONSULTANT**

**2.1. SCOPE OF SERVICES**

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

**2.2. ACCESSIBILITY REQUIREMENTS**

CONSULTANT's delivery of products and documentation that are digitally accessible to people with disabilities is key to RTC making sure that everyone has equitable access to information. CONSULTANT shall ensure that contract deliverables that will be posted on RTC's website, including documents, attachments and exhibits, spreadsheets, presentations, websites, software, videos and other deliverables, are provided using information and communication technology that makes those deliverables digitally accessible to people with disabilities in compliance with the requirements of Title II of the Americans with Disabilities Act and applicable Web Content Accessibility Guidelines (WCAG).

### 2.3. 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.

### 2.4. 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.

### 2.5. OPTIONS

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

### 2.6. ADDITIONAL SERVICES

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

### 2.7. 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.

## 2.8. 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 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 amount of \$399,360.
- 3.3. For any work authorized under Section 2.6, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates in Exhibit B. Any work authorized under Section 2.6, "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@rtewashoe.com](mailto:accountspayable@rtewashoe.com) and copied to the RTC Project Manager. 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 Xuan Wang 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 Amy Cummings 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  
Xuan Wang  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: xwang@rtcwashoe.com  
(775) 332.9521

CONSULTANT: Amy Cummings  
Project Manager, AICP, LEED, AP  
Parametrix Inc.  
9190 Double Diamond Parkway  
Reno, NV 89521  
Email: acummings@parametrix.com  
Phone 775.636.1153

## 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.

#### 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.

ATTORNEYS' FEES

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

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

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

\*\*\*ARTICLE 16 - FEDERAL FORMS AND CLAUSES\*\*\*

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.
- 16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F

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

PARAMETRIX INC

By: \_\_\_\_\_  
Cole Mortensen, Nevada Regional Manager

## **Exhibit A**

### Scope of Services

# Silverada-Wedekind-Clear Acre-Sutro and 7th-Kings Row-Keystone Corridor Studies Scope of Work

## Introduction:

This scope of work outlines two separate but similar traffic safety and operations studies in the City of Reno: one for the Silverada-Wedekind-Clear Acre-Sutro corridors and one for the 7th Street-Kings Row-Keystone corridors. Each study will independently evaluate existing safety concerns, crash risk factors, and traffic operational issues within its respective study area. The goal of both studies is to develop recommendations for safety and operational improvements while considering multimodal needs. Separate analyses, recommendations, and final reports will be prepared for each study area. Figures 1 and 2 show the two study areas and project limits.

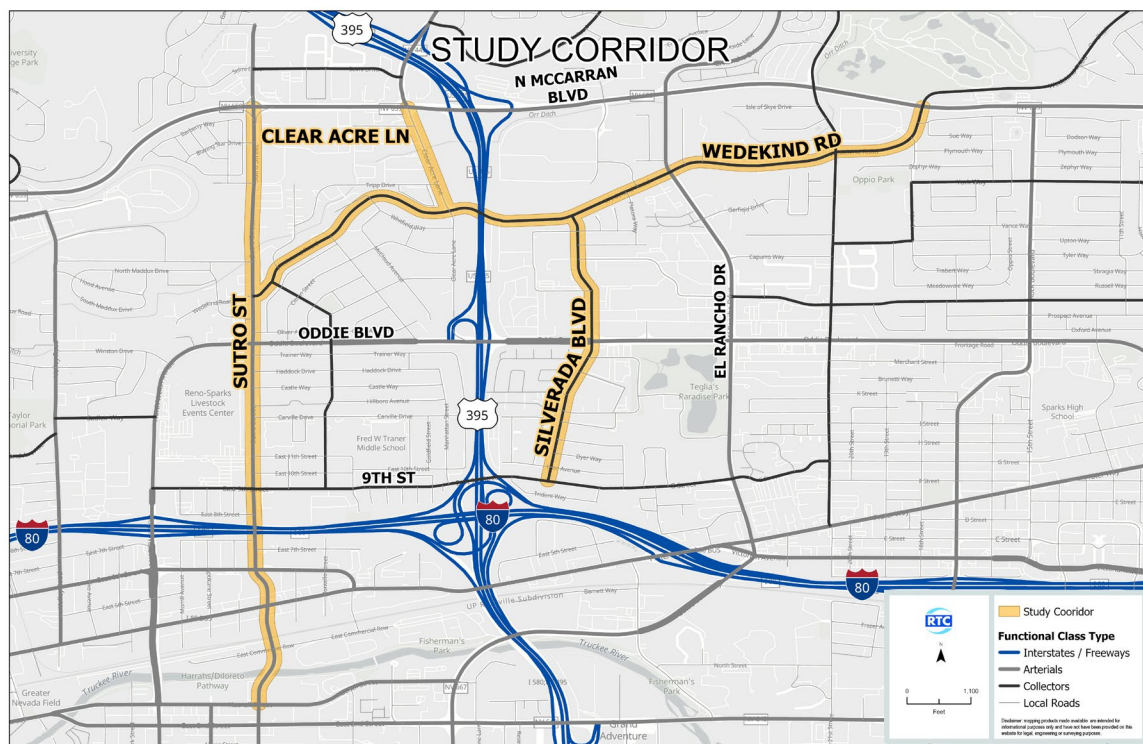


Figure 1 – Study Area 1 (Silverada-Wedekind-Clear Acre-Sutro)

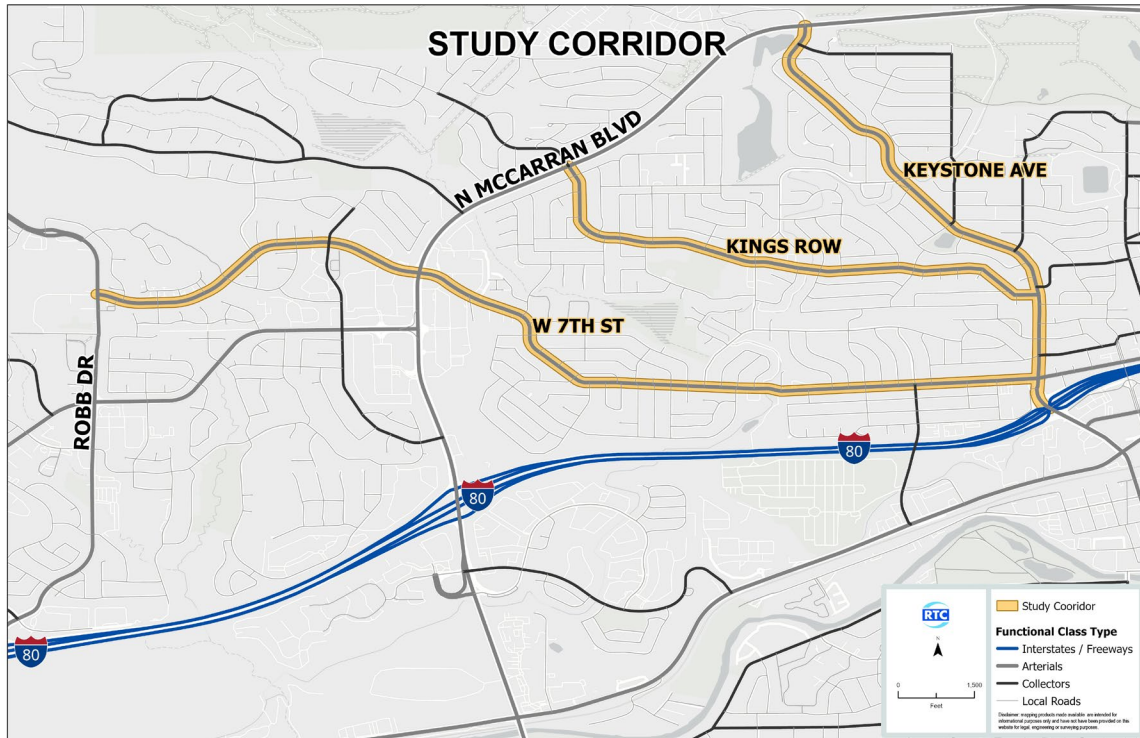


Figure 2 – Study Area 2 (7th-Kings Row-Keystone)

### Objective:

Identify and evaluate traffic safety and operational improvements in the two study areas using a data-driven and holistic approach. Each study will independently incorporate community input to develop recommendations for safety and operational improvements while ensuring compatibility with regional goals, including those outlined in the 2050 Regional Transportation Plan (RTP).

### Task 1: Project Management

- 1.1 Management Plan – Prepare a project management plan, schedule, and budget. Identify key staff roles and outline deliverables for each task.
- 1.2 Invoicing and Progress Reports – Prepare monthly invoices and progress summaries.
- 1.3 Coordination – Conduct an initial kickoff meeting with RTC and City of Reno staff to confirm study objectives. Maintain regular communication with the project manager. It is anticipated that the consultant will agendize and document regularly scheduled meetings with the project management team, which may occur weekly. These meetings may be conducted virtually. This task will also involve maintenance of a joint access, web-based repository of project-related documents.

### Task 1 Deliverables:

- Staff assignments and budget for each task
- Project schedule
- Monthly invoices

- Monthly progress summaries
- Agendas and minutes for regular project team meetings
- Joint access, web-based repository for project-related documents

## **Task 2: Existing and Future Conditions Analysis**

- 2.1 Land Use Review – Review current and planned land uses, focusing on changes in zoning and development patterns that can influence corridor operations.
- 2.2 Infrastructure Inventory – Document existing roadway conditions, including lane configurations, signal controls, on-street parking, and striping.
- 2.3 Crash and Traffic Data Review – Analyze recent crash records provided by the City of Reno and the Nevada Department of Transportation (NDOT), traffic and safety complaints, service requests, emails, and other public correspondence from the past 10 years, as well as traffic volumes and multimodal counts from various sources. Identify gaps in traffic data (such as traffic counts) and collect additional traffic data to fill data gaps, as necessary for up to ten priority intersections in each study area.
- 2.4 Safety Evaluation – Assess intersections and road segments for crash risk factors, including sight distance issues, signage, pavement condition, and the influence of on-street parking. Identify safety concerns specifically related to bicycle and pedestrian conflicts. In coordination with the Washoe County School District, assess student travel patterns, crossing locations, school access issues, and existing safety concerns. Evaluate school zone treatments and opportunities for safety improvements.
- 2.5 Traffic Analysis – Conduct screening-level operational and safety assessments at all intersections in the study corridor to select ten (10) intersections in each study area, based on crash history, operational concerns, school access, pedestrian/bicycle activity, and public and stakeholder input. Evaluate traffic flow, travel patterns, intersection operations at these intersections, and multimodal circulation within the corridor for existing and future years.
- 2.6 Multimodal and Safety Improvement Needs Assessment – In coordination with the RTP, identify existing and planned safety, pedestrian, and bicycle facilities and assess network connectivity and safety gaps.

### **Task 2 Deliverables:**

- Memo and map showing current and planned land uses and zoning changes
- Map of existing lane configurations, speeds, striping, and parking
- Summary of crash data analysis and traffic volumes; memo on data gaps and counts collected
- Traffic analysis report, memo, and analysis of intersection turning counts, intersection controls, crash history, and concerns
- List and map of safety concerns
- Summary of traffic flow and multimodal circulation issues
- Map and analysis of pedestrian, bike, and safety needs

### **Task 3: Public and Stakeholder Engagement**

- 3.1 Engagement Strategy- Schedule and design the public and stakeholder engagement strategy to include Project Steering Committee (PSC) meetings, public engagement, and stakeholder interviews, identifying feedback points for RTC TAC and CMAC, and creating presentations to gain engagement from those committees
- 3.2 PSC Meetings – Identify key team members from RTC and partner agencies and organize at least four (4) and no more than five (5) PSC meetings. The two study areas will be discussed during the same PSC meetings, allowing the committee to review the analysis, findings, and recommendations for each study area while coordinating overall project progress, schedules, public outreach efforts, and consistency in study approaches and deliverables.
- 3.3 Public Engagement – Conduct two (2) public outreach events in each study area using engagement methods suited to adjacent land use types. These may include pop-up events near commercial nodes, door-to-door flyers for residences, and small group meetings with neighborhood associations in residential areas. Include virtual and multilingual options as appropriate.
- 3.4 Stakeholder Interviews – Meet with and interview five (5) key stakeholders in each study area to gather feedback.
- 3.5 Qualitative Data Analysis- Analysis of public and stakeholder comments and identification of themes to develop priorities that can be applied to project prioritization
- 3.6 RTC Board and Committee Presentations – Prepare two (2) presentations for RTC staff to provide study updates to the RTC Board. Prepare and present at important feedback points to RTC's TAC and CMAC committees.

#### **Task 3 Deliverables:**

- Engagement strategy memo
- Public outreach materials such as presentations, maps, and flyers
- Interview questions and verbatim transcripts of interviews
- Qualitative data analysis summary
- Presentations for RTC Board, TAC and CMAC
- Stakeholder engagement summary that includes a discussion of how public and stakeholder feedback informed decision-making

### **Task 4: Develop and Evaluate Recommendations**

- 4.1 Traffic and Safety Alternatives –Use Crash Modification Factors (CMFs), Highway Safety Manual methods, or similar accepted approaches to develop and evaluate improvements, such as:
  - Intersection enhancements
  - Traffic calming measures
  - Lane reconfigurations
  - Sight distance improvements
  - Signage and striping modifications

- On-street parking adjustments
- 4.2 Multimodal Enhancements – Propose pedestrian, bicycle, and transit improvements such as:
- Sidewalk and crossing upgrades
  - Bike lanes and buffered treatments
  - Pedestrian signals
  - Improved bus stop amenities and accessibility
- 4.3 Implementation Strategy – Development of an implementation strategy for recommended improvements to include:
- A list of recommended safety, circulation, and multimodal improvements
  - Planning-level cost estimates for each recommendation
  - A prioritization framework that considers public and stakeholder feedback, data that establishes project need, project cost, and feasibility of implementation.
  - Documentation of existing project implementation opportunities (RTP, RTC TOMS program, pavement preservation program, active transportation program, potential local implementation programs)

**Task 4 Deliverables:**

- List and evaluation of potential improvements, with supporting maps or illustrations
- Planning-level cost estimates for recommended improvements
- Prioritization framework
- Summary of potential implementation avenues

**Task 5: Plan Preparation**

Prepare a separate plan report for each study area. Each report shall include the following process elements:

- 5.1 Draft Plan – Prepare a draft plan summarizing all findings, including maps, graphics, and planning-level recommendations.
- 5.2 Revised Plan – Revise draft based on comments from the RTC, City of Reno, stakeholders, and public.
- 5.3 Final Plan – Produce a final plan for approval. The final plan should be provided in an electronic format in two file sizes: print size and web publishing size.

**Task 5 Deliverables:**

- Draft Plans
- Associated data files and supporting datasets, including photographs used in the study, roadway inventory data, crash analysis results, public comment mapping, and recommended improvements – in GIS files where applicable.
- Comment matrix with all comments received, how they are addressed, and responses (if provided)
- Final Plans

### **Project Milestones (15-month duration):**

- Internal and PSC Project Kickoff Meetings – Month 1
  - *Internal and PSC project kickoff meetings, develop PMP and engagement plan, inventory existing data, consensus on priority intersections*
- Month 2
  - *Data collection and analysis, needs assessment, develop outreach materials*
- PSC Meeting #1 – Month 3
  - *PSC meeting #1, gather input on vision and goals, develop outreach materials*
- Public Meeting #1 – Month 4
  - *Public event series #1, gather input on needs, vision, and goals*
- Month 5
  - *Synthesize community input, develop evaluation framework and priority areas, presentation to advisory committees and RTC Board*
- PSC Meeting #2 – Month 6
  - *PSC meeting #2 (alternatives workshop), refine priority areas and develop initial concepts*
- Month 7
  - *Refine alternatives*
- PSC Meeting #3 – Month 8
  - *PSC meeting #3, integrate input from agency partners*
- Month 9
  - *Refine and prioritize alternatives; develop draft report*
- Draft Report – Month 10
  - *PSC meeting #4 (optional), submit draft report for agency review*
- Public Meeting #2 – Month 11
  - *Public meeting #2 to review alternatives*
- Month 12
  - *Integrate community input and refine report*
- PSC Meeting #4 (Final Review) – Month 13
  - *PSC meeting #5 (final review) presentation to advisory committees*
- Revised Plans – Month 14
  - *Revised report and presentations to RTC advisory committees and Board*
- Final Plans – Month 15
  - *Board Action on consent agenda*

## **Exhibit B**

### Compensation



RTC of Washoe County  
Silverada - Wedekind - Clear Acre - Sutro and 7th - Kings  
Row - Keystone Corridor Studies  
RTC 26-11

|                       |         |                                                   |               | MAX Bill Rate: |          |             |          |            |             |             |            |             |             |             |             |            |            |             |
|-----------------------|---------|---------------------------------------------------|---------------|----------------|----------|-------------|----------|------------|-------------|-------------|------------|-------------|-------------|-------------|-------------|------------|------------|-------------|
|                       |         |                                                   |               | \$310.00       | \$410.00 | \$310.00    | \$220.00 | \$245.00   | \$310.00    | \$250.00    | \$190.00   | \$180.00    | \$310.00    | \$410.00    | \$310.00    | \$150.00   | \$230.00   | \$160.00    |
| Task                  | SubTask | Description                                       | Labor Dollars | Labor Hours    |          |             |          |            |             |             |            |             |             |             |             |            |            |             |
| 01                    |         | PROJECT MANAGEMENT                                | \$26,960.00   | 111            | 38       | 2           | 0        | 0          | 0           | 0           | 8          | 16          | 0           | 12          | 0           | 0          | 0          | 35          |
|                       | 01      | PMP                                               | \$2,000.00    | 8              | 4        |             |          |            |             |             |            | 4           |             |             |             |            |            |             |
|                       | 02      | Invoicing & Progress Reports                      | \$8,080.00    | 43             | 8        |             |          |            |             |             |            |             |             |             |             |            |            | 35          |
|                       | 03      | Project Coordination (Kick-Off + Weekly Meetings) | \$16,880.00   | 60             | 26       | 2           |          |            |             |             | 8          | 12          |             | 12          |             |            |            |             |
| 02                    |         | EXISTING & FUTURE CONDITIONS ANALYSIS             | \$48,940.00   | 230            | 30       | 0           | 0        | 60         | 24          | 0           | 0          | 0           | 20          | 16          | 0           | 0          | 80         | 0           |
|                       | 01      | Land Use Review                                   | \$3,420.00    | 18             | 2        |             |          | 4          |             |             |            |             | 4           |             |             |            | 8          |             |
|                       | 02      | Infrastructure Inventory                          | \$4,040.00    | 20             | 4        |             |          | 4          |             |             |            |             | 4           |             |             |            | 8          |             |
|                       | 03      | Crash & Traffic Data Review                       | \$6,680.00    | 32             | 4        |             |          | 16         |             |             |            |             | 4           |             |             |            | 8          |             |
|                       | 04      | Safety Evaluation                                 | \$10,880.00   | 52             | 8        |             |          | 24         |             |             |            |             | 4           |             |             |            | 16         |             |
|                       | 05      | Traffic Analysis                                  | \$9,940.00    | 48             | 4        |             |          | 12         | 12          |             |            |             | 4           |             |             |            | 16         |             |
|                       | 06      | Multimodal & Safety Improvement Needs Assessment  | \$13,980.00   | 60             | 8        |             |          |            | 12          |             |            |             |             | 16          |             |            | 24         |             |
| 03                    |         | PUBLIC & STAKEHOLDER ENGAGEMENT                   | \$70,520.00   | 324            | 64       | 0           | 0        | 0          | 0           | 0           | 40         | 12          | 48          | 36          | 0           | 0          | 124        | 0           |
|                       | 01      | Engagement Strategy                               | \$11,760.00   | 64             | 8        |             |          |            |             |             | 4          | 12          |             |             |             |            | 40         |             |
|                       | 02      | PSC Meetings (4)                                  | \$16,480.00   | 68             | 16       |             |          |            |             |             | 8          |             | 12          | 16          |             |            | 16         |             |
|                       | 03      | Public Engagement (2)                             | \$16,000.00   | 68             | 16       |             |          |            |             |             | 16         |             | 12          | 8           |             |            | 16         |             |
|                       | 04      | Stakeholder interviews (5)                        | \$10,800.00   | 48             | 12       |             |          |            |             |             | 8          |             | 8           | 4           |             |            | 16         |             |
|                       | 05      | Qualitative Data Analysis                         | \$10,320.00   | 56             | 4        |             |          |            |             |             | 4          |             | 8           | 4           |             |            | 36         |             |
|                       | 06      | RTC Board & Committee Presentations (2)           | \$5,160.00    | 20             | 8        |             |          |            |             |             |            |             | 8           | 4           |             |            |            |             |
| 04                    |         | DEVELOP & EVALUATE RECOMMENDATIONS                | \$66,680.00   | 268            | 32       | 0           | 0        | 24         | 72          | 16          | 10         | 56          | 0           | 0           | 16          | 18         | 24         | 0           |
|                       | 01      | Traffic & Safety Alternatives                     | \$33,820.00   | 140            | 12       |             |          | 12         | 36          | 8           | 4          | 40          |             |             | 8           | 8          | 12         |             |
|                       | 02      | Multimodal Enhancements                           | \$29,260.00   | 116            | 12       |             |          | 12         | 36          | 8           | 4          | 16          |             |             | 8           | 8          | 12         |             |
|                       | 03      | Implementation Strategy                           | \$3,600.00    | 12             | 8        |             |          |            |             |             | 2          |             |             |             |             | 2          |            |             |
| 05                    |         | PLAN PREPARATION                                  | \$69,360.00   | 308            | 56       | 0           | 12       | 12         | 0           | 0           | 52         | 12          | 64          | 12          | 0           | 0          | 64         | 24          |
|                       | 01      | Draft Plan                                        | \$44,720.00   | 196            | 36       |             | 8        | 12         |             |             | 24         |             | 40          | 12          |             |            | 40         | 24          |
|                       | 02      | Revised Plan + Comment Matrix                     | \$14,580.00   | 66             | 12       |             |          |            |             |             | 16         | 12          | 12          |             |             |            | 12         |             |
|                       | 03      | Final Plan                                        | \$10,060.00   | 46             | 8        |             | 2        |            |             |             | 12         |             | 12          |             |             |            | 12         |             |
|                       |         | GCW                                               | \$85,000.00   |                |          |             |          |            |             |             |            |             |             |             |             |            | 12         |             |
|                       |         | NCE                                               | \$30,000.00   |                |          |             |          |            |             |             |            |             |             |             |             |            |            |             |
| Labor Hour Totals:    |         |                                                   |               | 1,241          | 220      | 2           | 12       | 96         | 96          | 16          | 110        | 96          | 132         | 76          | 16          | 18         | 292        | 24          |
| Labor Totals:         |         |                                                   |               | \$397,460.00   |          | \$68,200.00 | \$820.00 | \$3,720.00 | \$21,120.00 | \$23,520.00 | \$4,960.00 | \$27,500.00 | \$18,240.00 | \$23,760.00 | \$23,560.00 | \$6,560.00 | \$5,580.00 | \$43,800.00 |
| Other Direct Expenses |         |                                                   |               | \$2,500.00     |          |             |          |            |             |             |            |             |             |             |             |            |            |             |

Project Total \$ 399,960

## **Exhibit C**

### Indemnification and Insurance Requirements

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

2022-07-08 Version

**1. INTRODUCTION**

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 332-9511.

**2. INDEMNIFICATION**

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, Washoe County, 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 Indemnatee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, 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.

**Exhibits D, E and F**

**\*\*\*Federally Required Clauses\*\*\***

## **Exhibit D**

### Federally Required Clauses

#### **1. PROMPT PAYMENT PROVISION**

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

#### **2. NONDISCRIMINATION**

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations. CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. Information and Reports. CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

### **3. AFFIRMATIVE ACTION IN EMPLOYMENT**

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the

Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

**4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

**5. INTEREST OF PUBLIC OFFICIALS**

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

**6. CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must 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.

- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

#### **7. INELIGIBLE CONSULTANTS**

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

#### **8. NOTICE OF FEDERAL REQUIREMENTS**

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

#### **9. THIRD-PARTY RIGHTS**

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

#### **10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS**

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

#### **11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

A. RTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

#### **12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this contract.

### **13. COMPLIANCE WITH FEDERAL LOBBYING POLICY**

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

### **14. REPORTING REQUIREMENTS**

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

## **Exhibit E**

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

## **Exhibit F**

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).



## **REGIONAL TRANSPORTATION COMMISSION of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 5.2.3

To: Regional Transportation Commission

From: Shay League, Senior Transportation Planner

**SUBJECT: 4th Street Corridor Study**

### **RECOMMENDED ACTION**

Approve a contract with GCW, Inc., for planning services to complete the 4th Street Corridor Study, in an amount not-to-exceed \$149,900.

### **BACKGROUND AND DISCUSSION**

This study was proposed as the second priority of three by City of Sparks in response to the 2025 Call for Projects for the FY 2026 – FY 2027 Unified Planning Work Program (UPWP). The proposed study area for this corridor is 4th Street, between Victorian Avenue in the south and Wedekind Regional Park in the north.

The objective of the study is to identify and evaluate safety, multimodal, and traffic circulation improvements, using a data-driven approach informed by industry-standard best practices. The study will also incorporate community input to recommend improvements and ensure compatibility with regional goals, including those outlined in the 2050 Regional Transportation Plan (RTP).

The five proposals received in response to a Request for Proposals (RFP) were technically evaluated by an Evaluation Committee. The Committee was comprised of five members, including the project manager, one representative from City of Sparks, two representatives from RTC Planning Department, and one representative from RTC Engineering Department.

All committee members evaluated and scored the technical proposals independently in accordance with the evaluation criteria set forth in the RFP. The proposal from GCW Inc., with Parametrix proposed as a subcontractor to address public participation, received the highest score and is recommended for award of the contract.

This item supports the FY2027 RTC Goal, “Initiate: 4th Street Corridor/Area Study”.

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**FISCAL IMPACT**

Funding for this item has been budgeted in the FY 2026 – FY 2027 UPWP and the FY2027 RTC budget.

**PREVIOUS BOARD ACTION**

4/18/2025 - Approved the FY 2026 – FY 2027 UPWP.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of September 21, 2026, by and between the Regional Transportation Commission of Washoe County (“RTC”) and GCW Inc (“CONSULTANT”).

**WITNESSETH:**

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform services to complete the 4<sup>th</sup> Street Corridor Study; and

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

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

**ARTICLE 1 – TERM AND ENGAGEMENT**

- 1.1. The term of this Agreement shall be from the date first written above through February 29, 2028, 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 Scope of Services as identified in the proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or

affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. ACCESSIBILITY REQUIREMENTS

CONSULTANT's delivery of products and documentation that are digitally accessible to people with disabilities is key to RTC making sure that everyone has equitable access to information. CONSULTANT shall ensure that contract deliverables that will be posted on RTC's website, including documents, attachments and exhibits, spreadsheets, presentations, websites, software, videos and other deliverables, are provided using information and communication technology that makes those deliverables digitally accessible to people with disabilities in compliance with the requirements of Title II of the Americans with Disabilities Act and applicable Web Content Accessibility Guidelines (WCAG).

### 2.3. 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.

### 2.4. 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.

### 2.5. OPTIONS

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

### 2.6. ADDITIONAL SERVICES

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

## 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 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 not-to exceed amount of \$149,900.

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

#### ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com) and copied to the RTC Project Manager. 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 Shay League or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT's Project Manager is Dylan Axtell 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  
Shay League, AICP  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
sleague@rtcwashoe.com  
(775) 332-0168

CONSULTANT: Dylan Axtell  
GCW Project Manager  
GCW Inc  
1555 South Rainbow Boulevard  
Las Vegas NV, 89146  
daxtell@gcwengineering.com  
775-446-5491

## 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.

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.
- 16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.

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

GCW INC.

By: \_\_\_\_\_  
Loren Chilson, PE

## **Exhibit A**

### Scope of Services

# 4<sup>th</sup> Street Corridor Study Scope of Work

## Introduction

This scope of work outlines a corridor study of 4<sup>th</sup> Street. The study will evaluate existing multimodal connectivity, safety concerns, crash risk factors, and traffic circulation issues on the 4<sup>th</sup> Street Corridor. The goal is to develop recommendations for safety and multimodal improvements, while considering operational needs.

As shown in Figure 1, the study area includes 4<sup>th</sup> Street in Sparks, between Victorian Avenue in the south and Wedekind Regional Park in the north.



Figure 1 – 4<sup>th</sup> Street Corridor Study Area.

## Objective

Identify and evaluate safety, multimodal, and traffic circulation improvements, using a data-driven approach informed by industry-standard best practices. The study will also incorporate community input to recommend improvements and ensure compatibility with regional goals, including those outlined in the 2050 Regional Transportation Plan (RTP).

## **Task 1: Project Management**

1.1 Management – Prepare and maintain the project schedule and budget. An expanded project schedule including all deliverables and meetings will be provided.

1.2 Invoicing and Progress Reports – Prepare monthly invoices and progress summaries.

1.3 Coordination – Conduct an initial kickoff meeting with the Regional Transportation Commission of Washoe County (RTC) and City of Sparks to confirm study objectives. Maintain regular communication with the project manager. Consultant will conduct monthly check-in meetings with the project management team. Interim meetings will be conducted as needed during the study process. These meetings should be conducted virtually. Maintain an action item tracker to document activities and coordination topics. This task will also involve maintenance of a joint access, web-based repository of project-related documents.

### **Task 1 Deliverables:**

- Project schedule
- Monthly progress summaries
- Monthly invoices
- Project tracker (action items and major decisions) to document activities
- Joint access, web-based repository for project-related documents

## **Task 2: Existing and Future Conditions Analysis**

2.1 Land Use Review – Review current and planned land uses, focusing on changes in zoning and development patterns that can influence corridor operations and multimodal connectivity.

2.2 Infrastructure Inventory – Document existing roadway conditions, including lane configurations, signal and all-way stop controls, on-street parking, and marked crosswalk locations.

2.3 Crash and Traffic Data Review – Analyze recent crash records provided by the Nevada Department of Transportation (NDOT), as well as traffic volumes and multimodal counts from various sources. Identify gaps in data (such as traffic or multimodal counts). Consultant will collect intersection turning movement counts including pedestrian and bicycle movements at up to eight (8) study intersections.

2.4 Safety Evaluation – Assess intersections and road segments for crash risk factors, including sight distance issues, signage, pavement condition index (PCI) if available, and the influence of on-street parking. Identify safety concerns specifically related to bicycle and pedestrian conflicts.

2.5 Traffic Analysis – Evaluate existing traffic flow, travel patterns, and intersection operations at up to eight (8) study intersections on 4<sup>th</sup> Street, and multimodal circulation within the corridor.

2.6 Multimodal and Safety Improvement Needs Assessment – In coordination with the RTP and RTC Neighborhood Network Plans (NNPs), identify existing and planned safety, pedestrian, and bicycle facilities and assess network connectivity and safety gaps.

**Task 2 Deliverables:**

- Map showing current and planned land uses and any likely zoning changes, if any
- Map of existing lane configurations, speed limits, marked crosswalks, intersections controls, and parking
- Crash data analysis and traffic volumes
- Traffic analysis of intersection turning counts, intersection controls
- Crash history and concerns summary
- List and map of safety concerns and recommendations
- Traffic flow and multimodal circulation issues summary
- Map and analysis of pedestrian, bike, and safety needs
- Draft "Existing & Future Conditions" report chapter

**Task 3: Public and Stakeholder Engagement**

3.1 Engagement Strategy – Schedule and design the public and stakeholder engagement strategy to include project steering committee meetings, public engagement, and stakeholder interviews, identifying feedback points for RTC Board, Technical Advisory Committee (TAC), Citizen Multimodal Advisory Committee (CMAC). Additionally:

- RTC will host any study-related web pages or surveys, to be created with materials provided by the consultant. If a survey is utilized, survey materials shall be compatible with ArcGIS Survey123.

3.2 Project Steering Committee Meetings – Identify key team members from RTC and partner agencies and organize up to three (3) in-person project steering committee meetings to discuss and review findings and proposed projects. Coordinate with parallel planning initiatives, including RTC Neighborhood Network Plans, if possible.

3.3 Public Engagement – Conduct at least two (2) public outreach events using engagement methods suited to adjacent land use types. These may include pop-up events near commercial nodes, door-to-door flyers for multifamily residences, and small group meetings with neighborhood associations in residential areas. Include virtual options as appropriate. Include support for Limited English Proficient (LEP) individuals, guided by industry-standard best practices.

3.4 Stakeholder Interviews – Meet with and interview at least three (3), up to five (5), key stakeholders in the study area, such as Washoe County School District, to gather feedback.

3.5 Qualitative Data Analysis – Analysis of public and stakeholder comments and identification of themes to develop priorities that can be applied to project prioritization.

**Task 3 Deliverables:**

- Engagement strategy methodology in outline form
- Public outreach materials such as online surveys, presentations, maps, and flyers
- Interview questions and verbatim transcripts of interviews
- Interview analysis summary
- Online survey summary
- Stakeholder engagement summary that includes a discussion of how public and stakeholder feedback informed decision-making
- Draft "Public & Stakeholder Engagement" report chapter

**Task 4: Develop and Evaluate Recommendations**

**4.1 Develop a Preferred Alternative**

- Develop up to four (4) initial concepts (cross-sections)
- Create a prioritization framework to be informed by the public engagement process
- Evaluate the initial concepts at a qualitative level including coordination with the project steering committee and input from the public
- Select a preferred alternative for the study corridor

**4.2 Traffic and Safety Alternatives – Develop and evaluate corridor improvements for the preferred alternative including:**

- Intersection enhancements;
- Traffic calming measures;
- Lane reconfigurations;
- Generalized sight distance recommendations;
- Signage and striping modifications; and
- On-street parking adjustments.

Suggested improvements should align with RTC's Active Transportation Plan typology guide as often as possible.

**4.3 Multimodal Enhancements – Propose pedestrian, bicycle, and transit improvements for the preferred alternative including:**

- Sidewalk and crossing upgrades;
- Bike lanes and buffered treatments;
- Pedestrian signals; and
- Improved bus stop amenities and accessibility.

Suggested improvements should align with RTC's Active Transportation Plan typology guide as often as possible.

4.4 Implementation Strategy – Develop an implementation strategy and recommended improvements for the preferred corridor alternative to include:

- A list of recommended safety, circulation, and multimodal improvements;
- Planning-level cost estimates for each recommendation;
- A prioritization framework that considers public and stakeholder feedback, data that establishes project need, project cost, and feasibility of implementation; and
- Documentation of existing project implementation programs such as the RTP, the Traffic Operations and Management Subcommittee (TOMS), the Transportation Alternatives (TA) Set-Aside program, or potential grant opportunities for local implementation.
- Assessment of alignment and overlap between study recommendations and projects already included in the RTP.

Task 4 Deliverables:

- List of potential improvements, with supporting maps or illustrations;
- Planning-level cost estimates;
- Prioritization framework;
- Summary of potential implementation avenues; and
- RTP alignment and overlap assessment.
- Draft "Recommendations" report chapter

### **Task 5: Plan Preparation**

5.1 Draft Plan – Prepare a draft plan summarizing all findings, including maps, graphics, and planning-level recommendations. The draft plan shall meet the standards established in the RTC Branding Style Guide, including the required WCAG 2.1 AA or higher accessibility standard.

5.2 Revised Plan – Revise draft based on comments from RTC, City of Sparks, stakeholders, and the public.

5.3 Final Plan – Produce a final plan for approval. The final plan should be provided in an electronic format in two file sizes: print size and web publishing size.

Task 5 Deliverables:

- Draft Plan
- Final Plan with associated files, including all photos and GIS data used in the plan
- Comment matrix with all comments received and responses (if provided)

## PROJECT SCHEDULE

### 4th Street Corridor Study

August 26, 2026

| TASK | DESCRIPTION                             | 2026 |     |     | 2027 |     |     |     |     |      |      |     |      |     |     |     |
|------|-----------------------------------------|------|-----|-----|------|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
|      |                                         | OCT  | NOV | DEC | JAN  | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC |
| 1    | Project Management                      | K    |     | M   |      |     | M   |     |     | M    |      |     |      |     |     |     |
| 2    | Existing and Future Conditions Analysis |      |     | AF  |      |     |     |     |     | EFC  |      |     |      |     |     |     |
| 3    | Public & Stakeholder Engagement         |      |     |     | OE   |     | OE  |     | OE  | PSC  |      |     |      |     |     |     |
| 4    | Develop and Evaluate Recommendations    |      |     |     |      |     | PA  |     |     |      |      | RC  |      |     |     |     |
| 5    | Plan Preparation                        |      |     |     |      |     |     |     |     |      |      |     | DR   | FR  | B   | B   |
|      |                                         |      |     |     |      |     |     |     |     |      |      |     |      |     |     |     |

- K Kick-off Meeting
- M Project Steering Committee Meeting
- OE Outreach Event
- AF Analysis Findings
- PA Select Preferred Alternative
- PSC Draft Public & Stakeholder Engagement Report Chapter
- EFC Draft Existing & Future Conditions Report Chapter
- RC Draft Recommendations Report Chapter
- DR Draft Report
- FR Final Report
- B Board Meetings Support

## **Exhibit B**

### Compensation

## Fee Proposal

### 4th Street Corridor Study



26-Aug-26

|                                                  | Chilson   | Axtell          | Harned          | McCoy                | Titlow     | Pittman             | Admin     | Subs/       |              |
|--------------------------------------------------|-----------|-----------------|-----------------|----------------------|------------|---------------------|-----------|-------------|--------------|
|                                                  | Principal | Sr Project Engr | Sr Project Engr | Engineering Intern 1 | Technician | Project Assistant 1 | Assistant | ODCs        |              |
| Billing Rate per Hour                            | \$320     | \$240           | \$240           | \$160                | \$140      | \$110               | \$100     |             |              |
|                                                  | Hours     |                 |                 |                      |            |                     |           |             | Task Total   |
| Task 1 – Project Management                      | 12        | 32              |                 |                      |            |                     | 14        |             | \$12,920.00  |
| Task 2 – Existing and Future Conditions Analysis | 4         | 32              | 20              | 40                   | 24         | 70                  |           |             | \$31,220.00  |
| Task 3 – Public and Stakeholder Engagement       |           | 4               |                 |                      |            |                     |           | \$35,000.00 | \$35,960.00  |
| Task 4 – Develop and Evaluate Recommendations    | 12        | 60              |                 | 80                   | 6          | 60                  |           |             | \$38,480.00  |
| Task 5 – Plan Preparation                        | 12        | 52              |                 | 40                   | 30         | 40                  |           |             | \$31,320.00  |
|                                                  |           |                 |                 |                      |            |                     |           |             |              |
|                                                  |           |                 |                 |                      |            |                     |           |             |              |
|                                                  |           |                 |                 |                      |            |                     |           |             |              |
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|                                                  |           |                 |                 |                      |            |                     |           |             |              |
|                                                  |           |                 |                 |                      |            |                     |           |             |              |
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|                                                  |           |                 |                 |                      |            |                     |           |             |              |
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|                                                  |           |                 |                 |                      |            |                     |           |             |              |
|                                                  |           |                 |                 |                      |            |                     |           |             |              |
|                                                  |           |                 |                 |                      |            |                     |           |             |              |
|                                                  |           |                 |                 |                      |            |                     |           |             |              |
|                                                  |           |                 |                 |                      |            |                     |           |             |              |
| Project Total                                    | 40        | 180             | 20              | 160                  | 60         | 170                 | 14        | \$35,000.00 | \$149,900.00 |

Effective through  
December 31, 2026

# HOURLY RATE SCHEDULE

|                                                                            | <u>Rate Per Hour</u> |
|----------------------------------------------------------------------------|----------------------|
| Principal                                                                  | \$ 320.00            |
| Associate                                                                  | \$ 280.00            |
| Supervising Project Manager/Supervising Engineer/Supervising Land Surveyor | \$ 260.00            |
| Senior Project Manager/Senior Engineer/Senior Land Surveyor                | \$ 240.00            |
| Project Manager                                                            | \$ 220.00            |
| Project Engineer/Land Surveyor/Field Survey Manager                        | \$ 210.00            |
| Construction Project Manager                                               | \$ 200.00            |
| Construction Inspector                                                     | \$ 150.00            |
| Construction Document Control Technician                                   | \$ 130.00            |
| Supervising Designer                                                       | \$ 190.00            |
| Senior Designer                                                            | \$ 180.00            |
| Designer/Survey Office Technician                                          | \$ 170.00            |
| GIS Analyst                                                                | \$ 150.00            |
| Engineering Intern 2                                                       | \$ 170.00            |
| Engineering Intern 1                                                       | \$ 160.00            |
| Land Surveying Intern                                                      | \$ 160.00            |
| Senior CAD Technician                                                      | \$ 150.00            |
| CAD Technician                                                             | \$ 140.00            |
| Senior Project Coordinator                                                 | \$ 160.00            |
| Project Coordinator                                                        | \$ 140.00            |
| Project Assistant 2                                                        | \$ 120.00            |
| Processor                                                                  | \$ 110.00            |
| Project Assistant 1                                                        | \$ 110.00            |
| Administrative Assistant                                                   | \$ 100.00            |
| Survey: One-Person Crew                                                    | \$ 190.00            |
| Party Chief                                                                | \$ 150.00            |
| Instrument Operator                                                        | \$ 100.00            |

The individual hourly rates include salary costs, overhead, administration, and profit. Survey rates also include survey equipment amortization, stakes, flagging, supplies, and vehicle mileage. Expert witness services shall be invoiced at 2.0 times the hourly rate per employee category. Rates subject to change based on project role and staffing.

## **Exhibit C**

### Indemnification and Insurance Requirements

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

**1. INTRODUCTION**

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 332-9511.

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, 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.

## **Exhibits D, E and F**

Federally Required Clauses

## **Exhibit D**

### Federally Required Clauses

#### **1. PROMPT PAYMENT PROVISION**

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

#### **2. NONDISCRIMINATION**

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations. CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. Information and Reports. CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

### **3. AFFIRMATIVE ACTION IN EMPLOYMENT**

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the

Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

**4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

**5. INTEREST OF PUBLIC OFFICIALS**

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

**6. CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must 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.

- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

#### **7. INELIGIBLE CONSULTANTS**

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

#### **8. NOTICE OF FEDERAL REQUIREMENTS**

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

#### **9. THIRD-PARTY RIGHTS**

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

#### **10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS**

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

#### **11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

A. RTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

#### **12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this contract.

### **13. COMPLIANCE WITH FEDERAL LOBBYING POLICY**

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

### **14. REPORTING REQUIREMENTS**

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

## **Exhibit E**

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

## **Exhibit F**

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).



## **REGIONAL TRANSPORTATION COMMISSION of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 5.2.4

To: Regional Transportation Commission

From: Marquis Williams, Senior Transportation Planner

**SUBJECT: Citizens' Multimodal Advisory Committee Appointments**

### **RECOMMENDED ACTION**

Approve the RTC staff-recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2027.

### **BACKGROUND AND DISCUSSION**

The CMAC is currently composed of seven members of the community and two transit representatives selected by the Teamsters Local No. 533. The CMAC provides input to RTC staff on issues and activities relative to public transportation, the regional street and highway system, pedestrian and bicycle facilities, and multimodal transportation planning. Staff review applicants for attributes such as interests and use of different transportation modes, geographic distribution, and community service and makes recommendations to the Board for appointment to the committee. Community members selected for committee membership must reside in Washoe County.

This action will appoint/reappoint the following nine members to the CMAC:

- Sue-Ting Chene
- Damien Cole
- Sierra Henderson (transit appointee)
- Michael Lansborough (transit appointee)
- Juan Manuel Martinez
- Kelly Orr
- Panah Stauffer
- Justin Haghighi (new appointee)
- Doug Taylor (new appointee)

Appointments will be effective October 2026 through June 2027.

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**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 of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 5.3.1

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

**SUBJECT: 2027 Preventive Maintenance Project Professional Services Agreement**

### **RECOMMENDED ACTION**

Approve a contract with Lumos and Associates, Inc., for design and engineering during construction services related to the 2027 Preventive Maintenance Project, in an amount not-to-exceed \$1,166,935.

### **BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Lumos and Associates, Inc. (Lumos) is for professional design and engineering during construction services for the 2026 Preventive Maintenance Project (Project) in the amount of \$1,126,935 and project contingency in the amount of \$40,000.

The Project will consist of pavement patching, crack sealing, and microsurfacing of regional roads within Washoe County, Reno, and Sparks. Striping design services for road modifications to provide operational and safety improvements is also part of the Project scope. A task has been added for Lumos to provide minimal data management support for 2027.

Lumos 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. Lumos' scope, schedule, and fee indicate 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: October 2026
  - Initial Evaluations: October 2026
  - Final Design: January 2027
  - Begin Construction: March 2027
  - Complete Construction: October 2027
-

This item supports the FY2027 RTC Goal, "Begin Project Construction: 2027 Pavement Preservation Program".

**FISCAL IMPACT**

Fuel tax appropriations are included in the FY 2027 budget for this item.

**PREVIOUS BOARD ACTION**

4/18/2025 - Approved the Qualified Consultant List for 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 \_\_\_\_\_, 2026, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Lumos & Associates, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC has selected Lumos & Associates, Inc. from the Civil Engineering Design & Construction Management Services for Streets & Highways Program shortlist to perform certain engineering, design, construction management, and quality assurance services in connection with the 2027 Preventive Maintenance Project.]

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

**ARTICLE 1 – TERM AND ENGAGEMENT**

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2027, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A-2. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. ACCESSIBILITY REQUIREMENTS

CONSULTANT's delivery of products and documentation that are digitally accessible to people with disabilities is key to RTC making sure that everyone has equitable access to information. CONSULTANT shall ensure that contract deliverables that will be posted on RTC's website, including documents, attachments and exhibits, spreadsheets, presentations, websites, software, videos and other deliverables, are provided using information and communication technology that makes those deliverables digitally accessible to people with disabilities in compliance with the requirements of Title II of the Americans with Disabilities Act and applicable Web Content Accessibility Guidelines (WCAG).

### 2.3. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A-3. Any change(s) to the schedule must be approved by RTC's Project Manager.

### 2.4. 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.

### 2.5. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A-1. 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.

### 2.6. ADDITIONAL SERVICES

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

## 2.7. 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.

## 2.8. 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-1 through B-2, inclusive. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-1.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B-1. 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                                             | \$344,260       |
| Optional Design Services                                    | \$15,000        |
| Design Contingency                                          | \$10,000        |
| Engineering During Construction Services                    | \$767,675       |
| Optional Engineering During Construction Services           | \$0             |
| <u>Engineering During Construction Services Contingency</u> | <u>\$30,000</u> |
|                                                             |                 |
| Total Not-to-Exceed Amount                                  | \$1,166,935     |

- 3.3. For any work authorized under Section 2.6, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B-1 and B-2. Any work authorized under Section 2.6, “Additional Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT’s indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

#### ARTICLE 4 - INVOICING

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

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

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

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

#### ARTICLE 6 - OWNERSHIP OF WORK

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

### 7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

## ARTICLE 8 - INSURANCE

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

## ARTICLE 9 - HOLD HARMLESS

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

## ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### 11.3. LITIGATION

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

#### 11.4. CONTINUING CONTRACT PERFORMANCE

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

### ARTICLE 12 – PROJECT MANAGERS

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

### ARTICLE 13 - NOTICE

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

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

CONSULTANT: Steven G. Moon, P.E.  
Director, Construction Services  
Alex Greenblat, P.E.  
Group Manager, Engineering  
Lumos & Associates, Inc.  
950 Sandhill Road, Suite 100  
Reno, Nevada 89521  
Email: [smoon@lumosinc.com](mailto:smoon@lumosinc.com)  
Phone: (775) 827-6111

## 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

LUMOS & ASSOCIATES, INC

By: \_\_\_\_\_  
Steven G. Moon, P.E., Director, Construction Services

**Exhibit A-1 through A-3**

Exhibit A-1: Scope of Services

Exhibit A-2: Project Team

Exhibit A-3: Schedule of Services

**EXHIBIT A-1**

**SCOPE OF SERVICES**  
**FOR THE**  
**2027 PREVENTIVE MAINTENANCE PROJECT**

The 2027 Preventive Maintenance Project will include pavement patching, crack sealing, micro surfacing and striping of select regional roads within Washoe County, Reno, and Sparks Nevada.

The annual preventative maintenance project is part of RTC's Regional Pavement Preservation Program, which aims to extend the lifespan of our roadways and reduce long-term repair costs. Consistent and appropriate maintenance treatments are typically six to ten times less expensive than allowing pavement to deteriorate to the point of needing full reconstruction. RTC monitors pavement conditions across the region and uses this data to identify and prioritize projects. Input from the regional Pavement Preservation Committee—made up of staff from Washoe County, the City of Reno, and the City of Sparks—also helps guide project selection. The Program has led to measurable improvements by increasing and maintaining a minimum Network average pavement condition index (PCI) and reducing the region's backlog of roads in need of major repairs.

## **1. PROJECT MANAGEMENT**

Management of the overall project will include scheduling of CONSULTANT staff resources, coordinating with local agencies, specifically City of Reno, City of Sparks and Washoe County, scheduling, invoicing, and general project administration. Detailed monthly invoices will be prepared to document work performed during the invoice period.

CONSULTANT'S Project Manager will facilitate and assist in coordination of: Project Kick off meeting, candidate review meetings, and preliminary design and final design review meetings, as required by RTC. CONSULTANT will compile agendas and provide meeting minutes.

CONSULTANT'S Project Manager will keep the RTC Project Manager well informed of Project progress with bi-weekly informal briefings via email or phone call. Formal progress meetings will be conducted on occasion.

It is assumed the Project design duration will be Approximately six (6) months.

Deliverables:

- Various meeting agendas and minutes
- Monthly invoices and summaries

## **2. PRELIMINARY DESIGN**

### **2.1. Investigate Existing Conditions/ Survey/Data Collection**

Provide an existing conditions evaluation for the proposed roadway sections located in the City of Reno,

City of Sparks, and Washoe County utilizing pavement management section candidate lists provided by the local agencies. This evaluation shall include:

- Verification of the existing conditions of the roadways proposed for surface treatment including logging of observed distress in accordance with ASTM D6433
- Assessment of each roadway section and verification that the roadway meets the criteria for surface treatment. Assessment will include review of historical treatment data, current and projected Pavement Condition Index (PCI), and existing pavement distress.
- Identify locations which require asphalt patching
- Identify locations which require crack sealing
- Recommendation of slurry required (ie, Type 2, Type 3, Micro, Double Micro, Cape Seals, fog seals, etc.)
- Verification of existing striping conditions
- Recommendations for striping modifications to meet MUTCD or local agency requirements
- Recommendations for striping modifications to accommodate pedestrian and bicycle improvements in accordance with AASHTO, MUTCD, and local requirements.
- Layout and measurement of areas identified for asphalt patching, mapping of the proposed slurry streets which will include GPS of the roadway areas, islands, striping, pavement patching locations, utility valves and manholes using a combination of aerial photogrammetry and/or ground collected survey field shots. Photogrammetry can be collected by either an unmanned aerial vehicle (UAV) or traditional fixed wing aircraft

## **2.2 Preliminary Layout/Plans and Specifications**

- AUTOCAD drawings of the proposed slurry streets showing areas to be slurried including slurry limits, and locations of existing utility valves and manholes. Electronic copies to be provided.
- Slurry quantities for each street identified for preventative maintenance treatment
- Verification of existing striping, including striping quantities for each street identified for preventative maintenance treatment and/or included for restriping as directed by the RTC
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements
- Preparation of preliminary bid documents utilizing current templates provided by the RTC, to be provided to CONSULTANT electronically in MS Word format. CONSULTANT will provide updates to boiler plate specifications, including Special Technical Specifications and Bid Item Clarifications, as required.
- Evaluate modifications to standard technical specifications and bid item clarifications
- The preliminary plans and specifications will include at a minimum:
  - 90% Pavement Maintenance Plan Sheets (at 1"=50' scale)
  - 90% Striping Sheets (at 1"=50' scale)
  - 90% Contract Documents including Special Technical Specifications and Bid Item Clarifications
  - Detail Sheets (scale as noted)

## **2.3 Striping Modification and Design**

Provide Striping Plans for roadways designated to be modified from the original configuration.

- Provide recommendations for changes to existing roadways

- Provide 60% plans for roadways identified for striping modifications for agency review
  - Comments received from the 60% submittal will be incorporated into the 90% striping sheets included in Task 2.3.

### **3. FINAL DESIGN**

CONSULTANT will prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement in accordance with RTC standards and requirements. 90% Submittal Comments will be tracked, addressed, and incorporated as applicable into the subsequent plan set by the CONSULTANT, utilizing a comment resolution matrix. CONSULTANT will assist in distributing the comment resolution matrix in Excel spreadsheet format to appropriate agencies and stakeholders, as directed by RTC. RTC, Local Entity and CONSULTANT Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be provided in electronic format on 22" x 34" and 11" x 17" size sheets and will show all elements of the Project construction, including pavement patching location, slurry and crack seal limits, sheet quantities, and utility locations. Final specifications will be provided as separate Word/PDF documents; and, as a compiled PDF signed and sealed by a Professional Engineer registered with the Nevada Board of Professional Engineers and Land Surveyors. The final plans will include, as a minimum:

- Cover Sheet
- Index Sheet(s)
- Index Sheets will also be provided as a separate deliverable in PDF format
- Legend, General Notes, and Abbreviations
- Pavement Maintenance Plan Sheets (at 1"=50' scale)
- Striping Sheets (at 1"=50' scale)
  - Incorporate striping modification review comments from 90% plans
- Detail Sheets (scale as noted)

### **4. BIDDING SERVICES**

#### **4.1. Plan Set and Specification Distribution**

CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the ProcureWare system. CONSULTANT will issue and distribute the Conformed Set of Plans and Project Specifications once the Contract for Construction has been awarded to the successful bidder.

#### **4.2. Pre-bid Meeting**

CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects

of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF Summary of the pre-bid meeting, as directed by the RTC.

#### **4.3 Bid Opening**

CONSULTANT will attend and participate in the bid opening and review the bids received for irregularities. CONSULTANT will provide a recommendation for award letter to the RTC. CONSULTANT will tabulate bid results into an Excel spreadsheet and check multiplication and addition of bid items.

### **5. DATABASE MANAGEMENT COORDINATION AND PROJECT PLANNING (OPTIONAL)**

Provide data management and coordination services to support RTC's Pavement Preservation Program. This task may include audit of existing pavement management section (PMS) historical maintenance data, assisting in development of tools to track PMS candidate prioritization process annual results as related to preventative maintenance candidates, analysis of and updates to roadway functional classifications of regional roads, and improving GIS data utilization in coordination with RTC and local public agency needs. Services may include, but are not limited to:

- Assist RTC's work with DevMecca to develop a StreetSaver Custom Field(s) that assist in the planning of future corrective maintenance and rehabilitation/reconstruction projects
- Assist RTC's work with DevMecca to develop a StreetSaver Custom Report that will list the upcoming scheduled projects, the year they are scheduled for, and the estimated cost of the projects
- Coordinate with the RTC, and local agencies as directed by RTC, to identify corrective maintenance and rehabilitation/reconstruction candidates.
  - Inspections will be conducted on the candidates and recommendations will be given based on the results of the inspections

If CONSULTANT determines that it is necessary to perform work under this task, 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. Work will be performed on a time and materials basis in accordance with CONSULTANT's fee schedule.

### **6. DESIGN SERVICES CONTINGENCY (OPTIONAL)**

This task is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 5 if authorized. 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. Work will be performed on a time and materials basis in accordance with CONSULTANT'S fee schedule.

### **7. CONSTRUCTION ADMINISTRATION**

CONSULTANT will provide contract administration services as follows:

- Coordinate and lead a preconstruction meeting prior to commencement of work and will prepare and issue an agenda and meeting summary in PDF format
- Coordinate and lead weekly construction progress meetings either on site, at the RTC Terminal building, or via Microsoft Teams, whichever venue may be appropriate. Prepare and issue an agenda and meeting summary for each weekly meeting in PDF format. Anticipated twenty-eight (28) weekly meeting occurrences in this Task
- Perform construction coordination including, but not limited to: direct coordination with residents, business owners, LPA's, utility providers, contractors, schools, and emergency services
- Review and provide recommendations on contractor's traffic control plans
- Preparation of traffic control plans by an ATSSA certified Traffic Control Supervisor (TCS) for submittal of NDOT Temporary Encroachment Permit Applications (if required)
- Review and stamp contractor's submittals for conformance to the contract documents
- Review and provide recommendations on test results. Recommendations will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable
- Review and provide recommendations on contractor's construction schedule and work progress
- Provide weekly look ahead schedule in format requested by RTC
- Review construction for acceptance and/or mitigation
- Provide review of contractor's weekly certified payroll reports and apprenticeship utilization
- Provide written verification and approval of contractor's monthly pay request
- Provide field reports and materials testing data to RTC on a weekly basis
- Supervise the inspection and material testing activities
- Respond to contractor requests for information (RFI). Responses will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable
- Assist in change order review and approval.
- Provide final test results, project photos and videos, and field reports in electronic format (.pdf)
- Provide an evaluation of surface treatments placed during the 2026 Preventive Maintenance project prior to the expiration of the warranty period and provide written recommendations and associated inspections for any corrective actions required

## **8. CONSTRUCTION INSPECTION**

The inspectors assigned to this project 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 review of contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field "blue line" set of drawings to incorporate contractor record drawing mark-ups

CONSULTANT will provide Inspector(s) that have the appropriate certification required by the Nevada

Alliance for Quality Transportation Construction (NAQTC).

### **8.1. Inspection-Pavement Patching**

One full-time Senior Inspector shall be provided during asphalt patching placement. The estimated total duration for asphalt patching operations is 550 hours comprised of ten (10) hour work days for fifty-five (55) shifts.

### **8.2. Inspection-Pavement Crack Sealing**

One full-time Senior Inspector shall be provided during placement of pavement crack seal. The estimated total duration for crack sealing operations is 240 hours comprised of two (2) hour workdays for one hundred twenty (120) shifts.

### **8.3. Inspection-Slurry Seal**

Two full-time Senior Inspectors shall be provided during placement of slurry seal. The estimated total duration for slurry seal operations is 1,300 hours comprised of ten (10) hour workdays for sixty-five (65) shifts for each inspector.

### **8.4. Inspection-Striping**

One-full time Senior Inspector shall be provided during pavement striping placement. The estimated total duration for striping operations is 750 hours comprised of ten (10) hour workdays for seventy-five (75) shifts.

## **9. MATERIALS TESTING**

CONSULTANT will provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

- Provide Slurry Aggregate testing. Weekly aggregate testing will include: Sand Equivalent, Durability, and Sieve Analysis, including a 200 wash. A total of twenty-five (25) samples will be acquired and tested
- Provide Slurry Emulsion testing. Partial emulsion testing will be completed in-house for Residue by Evaporation and Ring and Ball Softening Point as per the specified test method. Testing frequency shall be twenty-five (25) samples for the entire project
- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability and Marshall unit weight. Ten (10) – hot mix samples are

- anticipated. Reports will also include voids in total mix
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Thirty (30) – asphalt cores are anticipated. Test reports will also include percent compaction

## **10. RECORD DRAWINGS AND PROJECT CLOSEOUT**

CONSULTANT shall provide record drawings based on Contractor and Inspector field markups for the completed project. An electronic plan set, in PDF format (11" x 17), will be provided to RTC for its files and distribution to local agencies as appropriate.

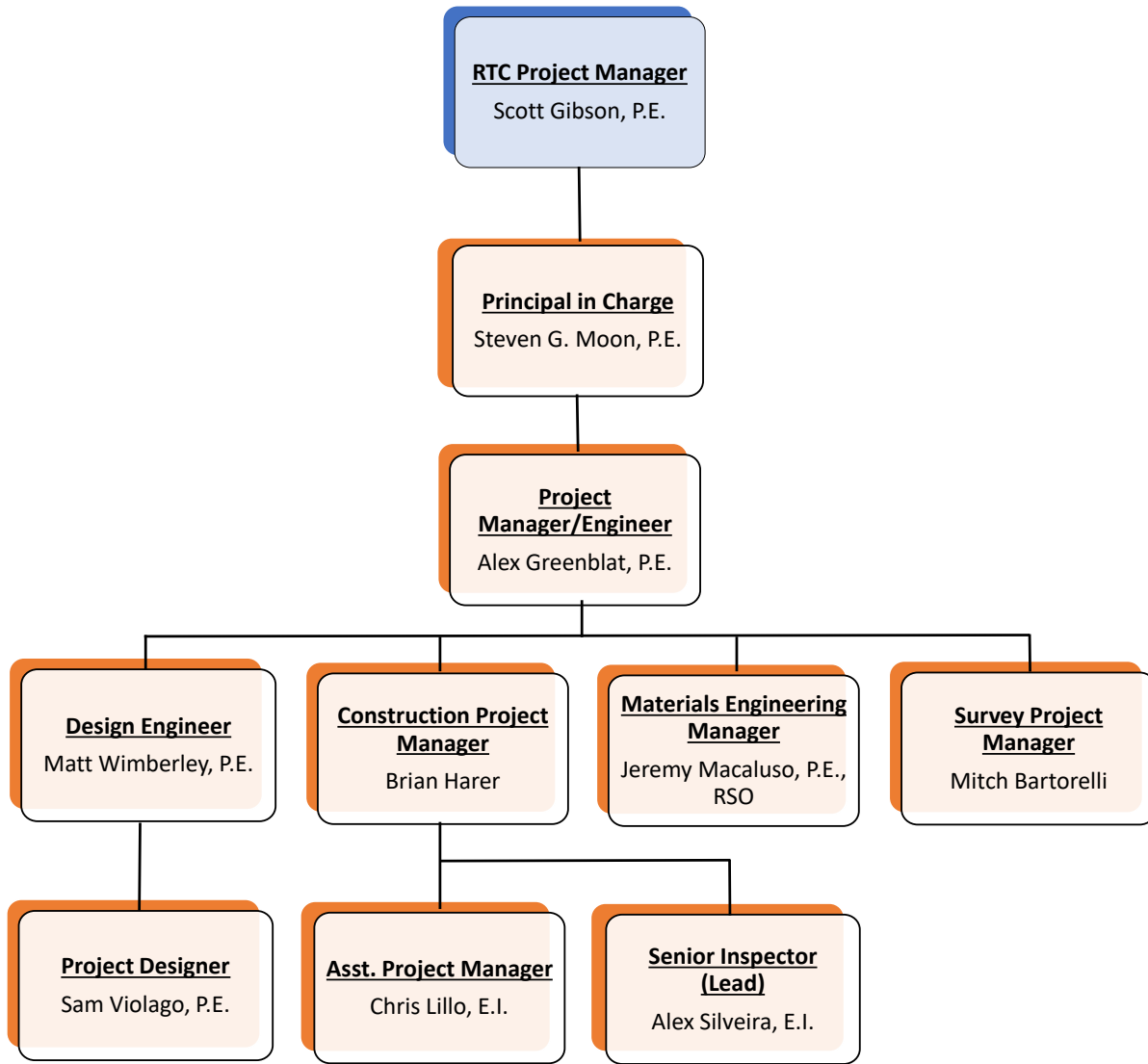
The final record drawings must be identified, dated and signed as the record drawings and must also contain the engineer's signature. These drawings may include either:

- The final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
- The record drawings shall include a copy of the original title sheet (including the appropriate signatures by RTC, local governments, signed and stamped by the CONSULTANT) and identified as record drawings

CONSULTANT will prepare a project closeout package with a signed/sealed cover sheet/summary letter for the RTC that includes as-built drawings along with compiled testing and inspection reports, meeting summaries, substantial completion recommendation, final acceptance and relief of maintenance recommendation, summary of centerline and lane miles treated, and total lane miles of bike lanes added and treated. The closeout package will be provided in PDF format.

## **11. CONSTRUCTION SERVICES CONTINGENCY (OPTIONAL)**

This task is contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 7 through 10 if authorized. 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. Work will be performed on a time and materials basis in accordance with CONSULTANT'S fee schedule.



[illegible]

**Exhibit B-1 through B-2**

Exhibit B-1: Fee Detail

Exhibit B-2: Testing Fee Breakdown

**EXHIBIT "B-1"****RTC OF WASHOE COUNTY  
2027 Preventive Maintenance Project****LA26.858  
9/8/2026****BUDGET ESTIMATE**

| TASK                                                                          | TOTAL                  |
|-------------------------------------------------------------------------------|------------------------|
| 1 - Project Management                                                        | \$ 9,500.00            |
| 2 - Preliminary Design                                                        |                        |
| 2.1 - Investigate Existing Conditions/ Survey/Data Collection                 | \$ 158,520.00          |
| 2.2 - Preliminary Layout/Plans and Specifications                             | \$ 59,970.00           |
| 2.3 - Striping Modification and Design                                        | \$ 37,310.00           |
| 3 - Final Design                                                              | \$ 72,040.00           |
| 4 - Bidding Services                                                          |                        |
| 4.1 - Plan Set and Specification Distribution                                 | \$ 880.00              |
| 4.2 - Pre-bid Meeting                                                         | \$ 2,600.00            |
| 4.3 - Bid Opening                                                             | \$ 3,440.00            |
| 5 - Pavement Management Data Optimization & Coordination (OPTIONAL)           | \$ 15,000.00           |
| <b>SUBTOTAL DESIGN SERVICES</b>                                               | <b>\$ 359,260.00</b>   |
| 6 - Design Contingency (OPTIONAL)                                             | \$ 10,000.00           |
|                                                                               |                        |
| 7 - Construction Administration                                               | \$ 105,125.00          |
| 8 - Construction Inspection                                                   |                        |
| 8.1 - Inspection - Patching (55 W/D's @ 10 hrs/day) <sup>(1)</sup>            | \$ 114,175.00          |
| 8.2 - Inspection - Crack Seal Placement (120 W/D's @ 2hrs/day) <sup>(2)</sup> | \$ 50,525.00           |
| 8.3 - Inspection - Slurry Seal Placement (65 W/D's) <sup>(3)</sup>            | \$ 257,375.00          |
| 8.4 - Inspection - Striping (75 W/D's) <sup>(4)</sup>                         | \$ 161,125.00          |
| 9 - Materials Testing                                                         | \$ 29,100.00           |
|                                                                               |                        |
| Laboratory Testing \$                                                         | 36,250.00              |
| 10 - Project Closeout                                                         | \$ 14,000.00           |
| <b>SUBTOTAL CONSTRUCTION SERVICES</b>                                         | <b>\$ 767,675.00</b>   |
| 11 - Construction Contingency (OPTIONAL)                                      | \$ 30,000.00           |
| <b>GRAND TOTAL DESIGN + EDC</b>                                               | <b>\$ 1,166,935.00</b> |

<sup>(1)</sup> Patching Inspection time based on one (1) inspector for 10 hours per day for 55 shifts of patching.<sup>(2)</sup> Crack Seal Inspection time based on one (1) inspector for 2 hours per day for 120 shifts of crack seal placement.<sup>(3)</sup> Slurry Inspection time based on two (2) inspectors, 10 hours per day for 65 shifts of Slurry.<sup>(4)</sup> Striping Inspection time based on one (1) inspector for 10 hours per day for 75 shifts of Striping placement.<sup>(5)</sup> See attached B-2 sheet for frequency of testing for asphalt concrete, slurry aggregates and emulsion.<sup>(6)</sup> Anticipated project budget as provided by RTC on August 14, 2026

Slurry Budget:

\$8,300,000.00



## 2027 PREVENTIVE MAINTENANCE MATERIAL TESTING

EXHIBIT "B-2" - Testing Fee Breakdown

### Slurry Aggregates

| Test            | Unit Cost          |                        |
|-----------------|--------------------|------------------------|
| Sand Equivalent | \$200.00           |                        |
| Durability      | \$250.00           |                        |
| Sieve Analysis  | \$200.00           |                        |
|                 | \$650.00           | per aggregate series   |
|                 | <b>\$16,250.00</b> | ( Total for 25 series) |

### Emulsion Testing

| Test                       | Unit Cost | # of Tests | Total              |
|----------------------------|-----------|------------|--------------------|
| Residue Testing (in-house) | \$400.00  | 25         | \$10,000.00        |
|                            |           |            | <b>\$10,000.00</b> |

### Plantmix Testing

| Test            | Unit Cost | # of Tests | Total             |
|-----------------|-----------|------------|-------------------|
| Plantmix Series | \$675.00  | 10         | \$6,750.00        |
| Coring          | \$75.00   | 30         | \$2,250.00        |
|                 |           |            | <b>\$9,000.00</b> |

## **Exhibit C**

### Indemnification and Insurance Requirements

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

2022-07-08 Version

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

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

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

## **8. ACCEPTABILITY OF INSURERS**

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

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

## **9. OTHER CONDITIONS**

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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



## **REGIONAL TRANSPORTATION COMMISSION of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 5.3.2

To: Regional Transportation Commission

From: Kimberly Diegle, Project Manager

**SUBJECT: University Area Transportation Project PSA Amendment No. 2**

### **RECOMMENDED ACTION**

Approve Amendment No. 2 to the contract with Wood Rodgers, Inc., for additional engineering design and engineering during construction services to extend the scope through final design and construction of the Ninth Street Extension from Evans Avenue to Wells Avenue in connection with the University Area Transportation Project, in the amount of \$1,147,621, for a new total not-to-exceed amount of \$1,806,271.

### **BACKGROUND AND DISCUSSION**

RTC entered into a Professional Services Agreement (PSA) with Wood Rodgers, Inc. (Wood Rodgers) on December 20, 2024, for preliminary design services related to the University Area Transportation Project (Project) in an amount not-to-exceed \$565,770. Amendment No. 1 to the PSA was executed on February 27, 2026 to extend drainage and traffic analysis services. This Amendment No. 2 is dated and effective as of September 18, 2026.

The University Area Transportation Project (RTC Project No. 0217012) encompasses the 9th Street Realignment and Extension and the University Village Gateway Pedestrian Bridge. The project limits include the realignment of 9th Street from Lake Street to Evans Avenue, ADA and multimodal improvements from Evans Avenue to Valley Road, and the extension of 9th Street from Valley Road to Wells Avenue.

Amendment No. 2 extends the scope of services to advance the Ninth Street Extension from Evans Avenue to Wells Avenue through final design and construction. The additional services authorized under this amendment include:

- Final Design and Bidding (Tasks 9-10): Preparation of final construction plans and contract documents, and review of bids.
-

- Construction Services – Optional (Task 11): Contract administration, construction surveying, inspection, materials testing, and record drawings for the Ninth Street Extension, based on a 120 working-day construction contract.
- Supplemental Investigation Services (Tasks 2.6–2.11): Right of Way map preparation, supplemental survey, environmental assessment of impacted buildings, geotechnical investigation, utility potholing, and pavement design.
- Proposed Conditions Flood Analysis (Task 7.3): Modification of the previously prepared surface flood model to determine proposed surface flow characteristics and resulting from project improvements.
- Stakeholder Coordination and Project Management (Tasks 1.6–1.8): Additional team meetings, stakeholder coordination meetings/site visits, and encroachment permit applications for UPRR and NDOT.

The amendment extends the contract term through March 31, 2029. All other provisions of the Agreement remain in full force and effect.

The targeted schedule for Amendment No. 2 services is as follows:

- Right of Way Acquisition/Relocation: Fall 2026 - Fall 2027
- Final Design: Fall 2026 - Fall 2027
- Construction: 2028

This item supports the FY2027 RTC Goal, "Advance design of University Gateway project phases and identify funding sources to support project delivery".

### **FISCAL IMPACT**

Fuel Tax appropriations for this item are included in the 2027 Budget for this item.

### **PREVIOUS BOARD ACTION**

2/20/2026 - Approved Amendment 1 to the PSA with Wood Rodgers for additional drainage and traffic analysis during preliminary design.

## AMENDMENT NO. 2

The Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers, Inc. (“Consultant”) entered into an agreement dated December 20, 2024, as previously amended by Amendment No. 1 dated February 27, 2026 (the “Agreement”). This Amendment No. 2 is dated and effective as of September 18, 2026.

### RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to extend engineering and construction services through final design and construction of the Ninth Street Extension from Evans Ave. to Wells Ave in connection with the University Area Transportation Project (the “Project”);

WHEREAS, there is a need to extend the term of the contract through March 31, 2029;

WHEREAS, the additional services needed total \$1,147,621 for a new not-to-exceed amount of \$1,806,271;

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

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

The term of this Agreement shall be from the date first written above through March 31, 2029, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

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

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

|                                            |                    |
|--------------------------------------------|--------------------|
| Design Services                            | \$1,085,681.00     |
| Design Contingency (Optional)              | \$25,000.00        |
| Construction Services (Optional)           | \$645,590.00       |
| <u>Construction Contingency (Optional)</u> | <u>\$50,000.00</u> |
| Total Not-to-Exceed Amount                 | \$1,806,271.00     |

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

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

WOOD RODGERS, INC.

By: \_\_\_\_\_  
Brian Martinezmoles, P.E., Principal

**EXHIBIT A  
SCOPE OF SERVICES  
FOR THE  
UNIVERSITY AREA TRANSPORTATION PROJECT  
9TH STREET REALIGNMENT & EXTENSION AND UNIVERSITY VILLAGE  
GATEWAY PEDESTRIAN BRIDGE  
RTC PROJECT NUMBER 0217012**

**SCOPE OF SERVICES AND PRELIMINARY SCHEDULE**

This will generally consist of the following tasks:

**Ninth Street Realignment & Extension (Overall Program)**

Preliminary and Intermediate Design of the Ninth Street Realignment and Extension. The project limits are anticipated to include the following:

- Realignment of 9<sup>th</sup> Street from Lake Street to Evans Avenue with realignment along Lake Street and through the horseshoe pit area of Evans Park.
- ADA and multimodal improvements from Evans Avenue to Valley Road
- Extension of 9<sup>th</sup> Street from Valley Road to Wells Avenue

In support of the design efforts outlined above, topographic survey, right-of-way mapping, and agency coordination will be completed.

**University Village Gateway Pedestrian Bridge**

A conceptual design and alternative analysis of a pedestrian connection from the University Village Gateway across I-80 to include the development of conceptual alternatives, stakeholder coordination, and preparation of a preliminary design report.

**Ninth Street Extension – Evans to Wells (First Phase)**

Final Design of the Ninth Street Extension from Evans to Wells Avenues and are anticipated to include the following:

- Reconstruction of the existing 2-lane facility between Evans Ave and Valley Road.
- Extension of Ninth Street between Valley Road and Wells Ave
- Single improvements at Valley and Wells Intersections.
- Shared use path
- Overhead power pole relocations as needed for roadway improvements
- Demolition of existing buildings as necessary to accommodate the Ninth Street Extension through University property.
- Relocation or construction of new displaced buildings is not understood to be included within this scope of work.

**1. PUBLIC AND AGENCY INVOLVEMENT**

**1.1 Public Information Meetings**

Public Information Meeting will be held once during preliminary design and once again before construction with the property owners adjacent to the project work zone to discuss

project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. CONSULTANT will provide the RTC Project Manager with meeting materials for their use during Public Meetings. CONSULTANT will assist RTC in promoting public meetings on social media. CONSULTANT will provide up to two (2) staff members to attend up to two (2) public meetings.

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

### **1.2 University Coordination**

The project is adjacent to the University area and includes potential extension within University Property. CONSULTANT will assist RTC with coordination with the University of Nevada, Reno.

Deliverables – Meeting materials, coordination and attendance at (4) meetings.

### **1.3 City of Reno / NDOT Coordination**

The project will include analysis of a potential pedestrian bridge crossing of Interstate 80 from the University Village Gateway. As such coordination with the City of Reno and Nevada Department of Transportation (NDOT) is anticipated. CONSULTANT will assist RTC with coordination with the City of Reno and NDOT.

Deliverables – Meeting materials, coordination and encroachment permit applications.

### **1.4 Union Pacific Railroad Coordination**

The project will include roadway construction / crossing of Union Pacific Railroad Right of Way. As such coordination with the Railroad is anticipated. CONSULTANT will prepare an encroachment application for construction and provide coordination with UPRR.

Deliverables – Meeting materials, coordination and encroachment permit applications.

### **1.5 Project Management Team Meetings**

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

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during meetings as necessary. CONSULTANT will provide necessary staff members to attend up to twenty (10) PMT meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (10) meetings.

#### **1.6 Project Management & Team Meetings (Amendment 2)**

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

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during meetings as necessary. CONSULTANT will provide necessary staff members to attend up to twenty-four (24) PMT meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (24) meetings.

#### **1.7 Stakeholder Coordination (Amendment 2)**

The project will include roadway construction within various properties and rights-of-way including Union Pacific Railroad Right of Way, NDOT, City of Reno, and University of Nevada all of which will require additional coordination and permitting approval.

CONSULTANT will support the RTC Project Manager will on-going stakeholder coordination through attendance at Stakeholder Coordination meetings and preparation of supporting meeting materials.

CONSULTANT will support University coordination through potential site planning feasibility for potential building relocations. CONSUTALNT will prepare exhibits showing potential building layouts, access, and parking in the remaining University property area(s). Design anticipated to be completed by the University, this effort is primarily focused on feasibility planning.

Deliverables – Meeting materials and attendance at (15) meetings / site visits.

#### **1.8 Encroachment Permit Application (Amendment 2)**

CONSULTANT will prepare an encroachment application for construction and provide coordination with UPRR and NDOT.

Deliverables –Preparation of encroachment permit applications for UPRR and NDOT.

## **2. INVESTIGATION OF EXISTING CONDITIONS**

### **2.1 Condition Survey**

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

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

### **2.2 Traffic Data**

CONSULTANT will review traffic data / studies previously prepared for RTC within the project area. CONSULTANT will incorporate the published traffic data and recommendations into preliminary design concepts.

### **2.3 Topographic Survey**

CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery. Ground control and photo identification points will be established and measured. One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measured and displayed for sewer and storm drain structures.

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

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

### **2.4 Utility Investigation/Depiction**

- a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 4, Preliminary Design.
- b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in

accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

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

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

## **2.5 Right of Way Mapping**

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

It is estimated that approximately twelve (12) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 12 individual parcels. This will include property record research, obtaining title reports, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data and boundary resolution based upon field findings.

Right-of-way Engineering to include exhibits/legal descriptions of right-of-way acquisitions, easements, and/or abandonment are anticipated to be included with a final design amendment to this scope of work.

Deliverables – Approximate existing roadway Right of Way shown on Plans for entire project, Title Reports and resolved Property Boundary for approximately twelve (12) parcels.

## **2.6 Right of Way Dedication Map (Amendment 2)**

The Ninth Street Extension through University property will require dedication of right-of-way for the proposed roadway requiring the following services:

CONSULTANT will prepare a Dedication Tract Map for road Right of Way within APN 008-030-04. The Dedication Tract Map will be prepared in accordance with local and state requirements. All easements of record will be plotted, and any new on-site easements necessary for approval of the Dedication Tract Map will be granted and shown on the map, if applicable. CONSULTANT will address all governing agency review comments and will resubmit the map for approval as needed.

CONSULTANT will set the major property corners along the exterior of the map only. Any centerline road monumentation required by the City will take place during construction phases of work in conjunction with the Contractor.

Upon approval, CONSULTANT will file the signed plat with the Washoe County Recorder's office.

CONSULTANT will prepare legal descriptions and exhibit maps as necessary for NDOT Right of Way Abandonment and transfer to the City if necessary..

CONSULTANT will prepare legal descriptions and exhibit maps as necessary for easements which are required to be recorded by separate documents.

## **2.7 Supplemental Boundary & Topographic Survey (Amendment 2)**

CONSULTANT will supplement completed topographic survey with a ground survey to provide greater detail in obscured areas such as the UNR property, provide additional survey within new scope areas such as Wells Ave, and help to identify construction tie in spot elevations on hardscape areas such as driveways, pavement limits, etc.

Deliverables – Supplemental Topographic Survey Data and updates to preliminary design topo for use in final design efforts.

## **2.8 Environmental Assessment of Building Site Demolition (Amendment 2)**

CONSULTANT will perform a Hazardous Materials Survey at the project site to identify and quantify suspect ACMs and additional hazardous materials and generate a report with laboratory test results, an assessment of findings, and recommendations for construction and demolitions of the buildings surveyed. Survey will include representative samples and site characterization but will be limited in nature to what is sampled and found however no guarantee to find any or all hazardous materials can be made as part of this survey effort.

### **a. Asbestos Sampling / Survey.**

CONSULTANT will conduct a survey of the project site in order to identify suspect ACMs in general accordance with the Asbestos Hazard Emergency Response Act (AHERA) sampling guidelines as outlined in 40 CFR Part 763. A total of 65 samples

are anticipated.

The condition, friability, and the potential impact to suspect ACMs will be evaluated and identified. Bulk samples will be collected of all accessible suspect ACMs regardless of the age of the structure. Bulk asbestos samples will be submitted to a laboratory accredited under the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for the analysis of bulk building material samples. Sample analysis will be performed using Polarized Light Microscopy with Dispersion Staining (PLM/DS) techniques, which are performed in accordance with the methodology approved by the United States Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993). The results of this analysis will be presented as estimated percentages of asbestos by mineral type (e.g., amosite, chrysotile, crocidolite), as well as types of non-asbestos fibrous materials identified.

b. Lead Paint

Lead paint is not expected to be found on the project site due to the anticipated age of the structures. If any suspect lead paint is observed during the hazmat survey, CONSULTANT will sample appropriately and notify the project team.

c. Additional Hazardous Material Survey.

CONSULTANT will evaluate the presence of additional hazardous material such as mercury containing thermostats, fluorescent bulbs, lead acid batteries, CFC refrigerants, and PCB or heavy metal containing light ballast as part of the Survey prior to demolition of the project site.

## **2.9 Geotechnical Investigation – Evans to Wells Ave (Amendment 2)**

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

- CONSULTANT will advance seven (7) borings along Ninth Street between Evans and Wells Avenue (~500-to-600-foot centers), including within the footprint of the current University property within the proposed roadway alignment. Borings will be advanced with a conventional drill rig equipped with flight augers and will extend to 5 to 10 feet below the existing ground surface, or until refusal is encountered. Each boring will be logged by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy).

i) Laboratory

- CONSULTANT will conduct geotechnical laboratory testing to characterize the index properties of select sampled material. The laboratory testing is anticipated to consist of moisture content (ASTM D2216), grain size distribution (ASTM D6913), plasticity

(ASTM D4318), R-Value (ASTM D2844), and moisture density relationship (ASTM D1557).

ii) Geotechnical Engineering Analysis and Report

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

- Describe the project site and presenting the approximate locations of our explorations on a Site Plan.
- Provide descriptive logs of the explorations performed for this study.
- Summarize the observed pavement sections, aggregate base thickness, and subgrade soils.
- Document surface and groundwater conditions encountered.
- Laboratory test results including R-Value for pavement design.
- Site preparation and grading recommendations for the improvement area(s).
- Recommendations for additional exploration as appropriate.

Deliverables – Geotechnical analyses and report

**2.10 Utility Potholing (Amendment 2)**

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably affected by the project that are deemed to have potential conflicts with construction. This budget allowance is anticipated to include approximately 10-15 locations, including use of a vacuum truck, measurement of top of utility elevation, and approximation of utility size / material type. It is assumed that this work will be included as a single mobilization and will include the necessary traffic control and pavement patching. Contractor quotes for potholing will be gathered by the CONSULTANT and shared with the RTC prior to commencement or authorization of this allowance.

Potholing effort at the specific location will increase subsurface information data to American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02) Quality Level “A” for those specific locations. Potholing will prioritize critical utility crossings which will impact design decisions (example crossing of a proposed gravity line across an existing line with limited separation).

Deliverables - Depiction of subsurface utilities elevations and findings following potholing investigation.

**2.11 Pavement Design (Amendment 2)**

CONSULTANT will identify feasible pavement alternatives for the project. It is anticipated this project will include a rehabilitation section, widening section, and new construction section given the nature of the proposed alignment through the UNR

property. Among the alternatives that will be considered are:

- Full-depth patching
- Mill and Overlay
- Roadbed modification
- AC paving (new construction)
- PCC paving (new construction)

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

Deliverables – Pavement Design

### **3. CONCEPTUAL PEDESTRIAN BRIDGE CONNECTION**

#### **3.1 Conceptual Bridge Alternatives**

CONSULTANT will prepare and submit for review up to two (2) conceptual alternatives for the proposed pedestrian bridge. Alternatives will layout proposed bridge alignment and will take into consideration walking distance, construction cost/feasibility, available Right-of-Way and physical constraints of the project area. Each alternate will be developed into an exhibit that will be provided to the RTC and City of Reno for review and comment. CONSULTANT will prepare for and attend two (2) in-person meetings with RTC, City of Reno and others as appropriate to discuss the design alternative layouts.

CONSULTANT will prepare a conceptual level Engineer's Opinion of Probable Costs for construction and include is a Bridge Selection Report. Said report will include an evaluation of each alignments challenges and advantages including constructability, right-of-way impacts, costs, and benefits to the walking public.

Design (Preliminary/Final) and NEPA, if needed, for the potential pedestrian bridge are not included at this time and are anticipated to be evaluated as an amendment depending on the selected preferred alternative.

Deliverables – Alignment exhibit(s), Bridge Selection Report.

#### **3.2 Visual / Graphical Rendering**

CONSULTANT will prepare a visual / graphical rendering of the two bridge alternatives to include a photo simulation to illustrate the bridge location, type, and view from multiple angles. Photo-simulation(s) will be a 3D, isometric view for use as part of the Bridge Selection Report and potential public meeting(s).

Deliverables – (2) photo-simulations

## 4. PRELIMINARY DESIGN

### 4.1 Preliminary Roadway Design (30% Design)

CONSULTANT will prepare and submit for review up to two (2) conceptual alternatives for the proposed 9<sup>th</sup> Street Extension through University Property east of Valley Road. Alternatives will layout proposed roadway reconfiguration and will take into consideration lane widths, curb & gutter alignment, sidewalks, driveways pedestrian ramps, utilities, existing structures, available Right-of-Way and physical constraints of the project area. Each alternate will be developed into a strip map type exhibit that will be provided to the RTC, City of Reno, and University for review and comment. CONSULTANT will prepare for and attend two (2) in-person meetings with RTC, City of Reno and others as appropriate to discuss the design alternative layouts.

CONSULTANT will prepare and submit for review up to two (2) conceptual alternatives for the abandonment of Record Street and portion of existing 9<sup>th</sup> Street. Such abandonment is anticipated to repurposing of existing rights-of-way to include pedestrian improvements and utility corridor.

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

- Cover Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan & Profiles (at 1"=20' scale)
- Preliminary Striping Plans (at 1"=40' scale)

Preliminary Typical Sections: These typical sections will include roadway footprint by roadway segment to include roadway, sidewalk, and median widths.

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

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

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

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

CONSULTANT will prepare an exhibit describing the preliminary Right-of-Way needs for the Project.

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

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

## **5. INTERMEDIATE DESIGN**

### **5.1 Intermediate Roadway Design (60%)**

Upon receipt of comments from preliminary design, the CONSULTANT will prepare Intermediate Design Plans (60% Design) that will be suitable for RTC and City of Reno review. The Intermediate Plans will be on 22" x 34" size sheets and are anticipated to be a continuation from preliminary design efforts to include the following sheets:

- Cover Sheet
  - Preliminary Notes, Legend, and Sheet Index
  - Preliminary Horizontal Control Sheet
  - Preliminary Demolition Plans (at 1"=20' scale)
  - Preliminary Typical Sections
  - Preliminary Roadway Plan & Profiles (at 1"=20' scale)
  - Preliminary Grading & Drainage Plans (at 1"=20' scale)
  - Preliminary Striping Plans (at 1"=40' scale)
  - Preliminary Details
  - Preliminary Signal Modification Plans
- a. Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted."
- b. Traffic Signal Modification Design: The traffic signal modification design will consider preliminary traffic signal modifications based on the preferred alignment design provided in Section 4.1, and will include preliminary plans and estimates. Details will include, but are not limited to, signal pole design, pedestrian push buttons, locations with respect to proposed pedestrian ramps and coordination with electrical design for power supply.

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

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

Final Design and Geotechnical Engineering are not included at this time and are anticipated to be included with a final design amendment to this scope of work.

Deliverables –Preliminary Plans (60% Design), Preliminary Construction Cost Estimate, Preliminary Right-of-Way Exhibit, Drainage Report.

## **6. DESIGN CONTINGENCY (OPTIONAL)**

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

## **7. FLOOD DRAINAGE ANALYSIS**

### **7.1 Data Collection & Existing Condition Analysis (Amendment 1)**

CONSULTANT will review available GIS data from the Planning Level Regional Hydrologic Analysis Final Report provided by the City of Reno to information available for use in the existing condition analysis and verification of appropriate existing 100-yr flow conditions.

CONSULTANT will modify the obtained GIS feature classes and SWMM files provided by the City of Reno to determine appropriate land uses based on today's (2025) existing conditions.

CONSULTANT will update land uses and resulting composite curve number for the upstream basins for input into the SWMM model.

CONSULTANT will run the SWMM model using the updated composite curve number(s) to determine peak flows anticipated to impact the project area. Updated modeling will be compared to City of Reno reporting for existing and proposed conditions. CONSULTANT will attend coordination meeting(s) with the RTC and City of Reno to review results prior to proceeding to development of a surface flood model.

CONSULTANT will develop a surface flood model using HEC-RAS 2D software for both the minor and major storm events, utilizing output hydrographs from the SWMM model. The SWMM model will also be used to determine existing surface flow characteristics, inundation areas, and water surface elevations resulting from off-site flows through UNR.

## **7.2 Existing Conditions Technical Flood Report (Amendment 1)**

CONSULTANT will add flood discussion to the overall project technical drainage report. Discussion will document the existing and proposed condition flood analysis and agency coordination.

## **7.3 Proposed Conditions Flood Analysis & Reporting (Amendment 2)**

CONSULTANT will modify the previously prepared (see 7.1 above) existing surface flood model using HEC-RAS 2D software for both the minor and major storm events to determine proposed surface flow characteristics, inundation areas, and water surface elevations resulting from project improvements. This will be an iterative process to ensure proposed improvements do not negative impact current flood conditions.

CONSULTANT will prepare a discussion for proposed condition analysis and mitigation measures (if needed).

## **8. TRAFFIC STUDY (Amendment 1)**

### **8.1 Data Collection & Existing Conditions**

CONSULTANT will collect current condition traffic data to serve as a baseline for existing traffic volumes and for review of travel demand model outputs compared to actual existing traffic. New AM and PM peak period (7 to 9 AM and 2 to 6 PM) turning movement counts will be conducted at the six following locations (to be confirmed with RTC staff): 1) University Way/9th St; 2) Evans Ave/9th north; 3) Evans Ave/9th south 4) Record St./Evans; 5) 9th St/Valley Rd; 6) 9th St/Wells Ave. New average daily traffic (ADT) roadway segment counts will be conducted at the three following locations: 1) 9th St between Virginia St and Evans Ave; 2) Evans Ave between 9th St north and 9th St south; 3) 9th St between Evans Ave and Valley Rd. Traffic counts will include vehicular, pedestrian, and bicycle traffic. In addition, segment count data will include truck classifications data.

CONSULTANT will use the collected turning movement and ADT counts to develop AM and PM peak hour existing conditions traffic volumes for the study intersections, review existing condition daily traffic volumes (ADTs) on key roadway segments, and conduct traffic operations analysis and level of service calculations for the existing AM and PM peak hours for up to six study intersections using Synchro/SimTraffic and SIDRA (roundabout) software.

### **8.2 Traffic Forecasting & Operations Analysis**

This task will be utilized to perform detailed traffic analysis, informing the selection of traffic controls and identifying necessary long-term intersection configurations in the realigned 9<sup>th</sup> Street corridor. CONSULTANT will review RTC's current travel demand model for the corridor, and review and confirm model loading levels and appropriate TAZ centroid connector locations with RTC staff. Recommendations will be made for travel demand modelling adjustments if needed and, upon concurrence with RTC Planning, CONSULTANT will make project-specific adjustments to the travel demand model to better represent current conditions.

Future Daily traffic volumes for the corridor will be forecast (20-year horizon or later based on available travel demand model scenarios). Traffic growth rates will be determined on the study segments based on the model, and CONSULTANT will incorporate any agreed manual adjustments. Resulting growth rates will be applied to the existing turning movement counts and adjusted based on re-routing due to the change in circulation on Evans & Record, to develop 20- year horizon turning movement volumes. CONSULTANT should be prepared to provide a comparison of generated volumes vs. University Area Transportation Study and explain any differences. CONSULTANT will provide an exhibit showing changes in travel route and volume assumptions.

Conduct a traffic operations analysis and perform intersection level of service calculations for a future 20- year horizon scenario with and without the realignment of 9<sup>th</sup> Street under AM and PM peak hours for up to six study intersections using Synchro/SimTraffic and SIDRA software. Peak hour signal warrants will be performed for the 20-year horizon scenario with realignment of 9<sup>th</sup> Street. Preliminary intersection control evaluations (ICE) will be performed for up to six study intersections and present the necessary intersection controls and lane configurations to achieve policy level of service and other ICE categories including safety, capital cost, maintenance cost, and capacity thresholds. ICE work will include evaluating existing collisions, applying FHWA crash modification factors, performing planning-level cost estimates, and preparing benefit-cost ratios for the up to six study intersections. Safety analysis will not include full IHSDM or NDOT-level evaluations. Three to four traffic control options will be considered at each of the six study intersections, including a no-build option. The operations analysis will consider bicycle and pedestrian movements and include any multimodal recommendations/new features. CONSULTANT will provide intersection control recommendations for these intersections. Findings and recommendations will be summarized in a Traffic Forecasting and Operations Analysis Memorandum.

CONSULTANT will respond to up to one round of RTC comments on the queueing analysis.

### **8.3 UPRR Queueing Analysis**

CONSULTANT will follow UPRR Public Projects Manual and other guidance to develop and analyze traffic queueing in the vicinity of the 9<sup>th</sup> Street at-grade railroad crossing. New AM and PM peak period (7 to 9 AM and 2 to 6 PM) turning movement counts will be conducted at the two minor existing intersections adjacent to the railroad crossing: 1) Record St/9<sup>th</sup> St; 2) Washoe County School District Driveway/9<sup>th</sup> St. This task includes projecting 20- year horizon traffic volumes for potential vehicle queueing that may encroach on the railroad crossing, and train crossing that may create traffic queueing at adjacent intersection(s). Queueing analysis at the 9<sup>th</sup> Street at-grade railroad crossing will be performed using Synchro/SimTraffic software under 20-year horizon conditions. CONSULTANT assumes the City and/or UPRR will provide details on duration of a typical train to be used as an input to the queueing analysis. Queueing analysis to be submitted to UPRR for review and mitigation recommendations to be implemented in the design.

CONSULTANT will respond to up to one round of UPRR comments on the queueing analysis.

CONSULTANT will consider the effects of traffic queueing due to the railroad crossing in the analysis of adjacent intersection control evaluations.

## **9. FINAL DESIGN – NINTH STREET EXTENSION (EVANS TO WELLS AVE) (Amendment 2)**

### **9.1 Prepare Final Plans and Specifications**

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

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

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

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

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

pedestrian ramps and coordination with electrical design for power supply.

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

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

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

Deliverables – Final Plans, Specifications, and estimate delivered to the RTC at the 90%, 100%/Final, and Issued for Bid intervals.

## **9.2 Final Engineer's Opinion of Probable Construction Costs and Time (Amendment 2)**

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

Deliverables – Opinion of Probable cost and time of construction.

## **10. BIDDING SERVICES (Amendment 2)**

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.

## **11. A - E Construction Services NINTH STREET EXTENSION (EVANS TO WELLS AVE) (Optional) (Amendment 2)**

The RTC and CONSULTANT shall review optional Construction Services following the completion of final design to determine their appropriateness to the project. At this time, the budget for these services are prepared based upon a Roadbed Modification with Asphalt Concrete pavement surface (within existing roadway areas) and new construction (within extension areas through UNR property) with a contract duration of 120 Working Days. Building construction and relocation services are anticipated to be completed by UNR directly and therefore not included as part of the scope at this time. Should this be changed during the design process, this fee will be adjusted as appropriate.

### **11.1 Contract Administration (Optional) (Amendment 2)**

Provide contract administration services as follows:

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

### **11.2 Construction Surveying (Optional) (Amendment 2)**

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.

### **11.3 Inspection (Optional) (Amendment 2)**

Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 120 working day contract period are anticipated. This inspector will:

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

### **10.4 Materials Testing (Optional) (Amendment 2)**

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. 340 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.

## **10.5 Record Information (Optional) (Amendment 2)**

Record Drawings. Provide as-built 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.

## **12. Construction Contingency (Optional) (Amendment 2)**

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.

## **13. PRELIMINARY SCHEDULE (Amendment 2)**

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

|                                      |                             |
|--------------------------------------|-----------------------------|
| Notice to Proceed                    | January 2025                |
| Preliminary Design (30%) Submittal   | June 2025                   |
| Conceptual Bridge Selection Report   | July 2025                   |
| Intermediate Design (60%) Submittal  | August 2026                 |
| Flood Analysis                       | June 2026                   |
| Traffic Study                        | May 2026                    |
| UNR Building Relocation Coordination | October 2026-March 2027     |
| UPRR Permitting                      | October 2026 – October 2027 |
| 90% Submittal / UPRR Final Submittal | April 2027                  |
| Final Design                         | October 2027                |
| Construction                         | March 2028-October 2028     |

**Exhibit B**  
**University Area Transportation - Design and Construction Support Services - Amendment 2**  
**Cost of Services**

| Sub Task # | Sub Task                                       | Item No. | Sub Task Description                                   | Total Cost    |
|------------|------------------------------------------------|----------|--------------------------------------------------------|---------------|
| 1          | Project Management, Administration, & Meetings | 1.1      | Public Information Meetings                            | \$ 4,280.00   |
|            |                                                | 1.2      | University Coordination                                | \$ 18,540.00  |
|            |                                                | 1.3      | City of Reno / NDOT Coordination                       | \$ 4,280.00   |
|            |                                                | 1.4      | Union Pacific Railroad Coordination                    | \$ 12,760.00  |
|            |                                                | 1.5      | Project Management / Team Meetings                     | \$ 16,340.00  |
|            |                                                | 1.6      | Project Management / Team Meetings (Amdt 2)            | \$ 17,160.00  |
|            |                                                | 1.7      | Stakeholder Communication (Amdt 2)                     | \$ 32,520.00  |
|            |                                                | 1.8      | Encroachment Permit Application (Amdt 2)               | \$ 6,040.00   |
|            |                                                |          | Sub-Totals                                             | \$ 111,920.00 |
| 2          | Investigation of Existing Conditions           | 2.1      | Condition Survey                                       | \$ 2,330.00   |
|            |                                                | 2.2      | Traffic Data Review                                    | \$ 14,670.00  |
|            |                                                | 2.3      | Topographic Survey                                     | \$ 50,050.00  |
|            |                                                | 2.4      | Utility Investigation / Depiction                      | \$ 17,710.00  |
|            |                                                | 2.5      | Right of Way Mapping                                   | \$ 43,580.00  |
|            |                                                | 2.6      | Right of Way Dedication Map (Amdt 2)                   | \$ 18,350.00  |
|            |                                                | 2.7      | Supplemental Boundary and Topographic Survey (Amdt 2)  | \$ 22,230.00  |
|            |                                                | 2.8      | Environmental Assessment of Bldg Site Demo (Amdt 2)    | \$ 22,210.00  |
|            |                                                | 2.9      | Geotechnical Investigation - Evans to Wells (Amdt 2)   | \$ 44,181.00  |
|            |                                                | 2.10     | Utility Potholing (Allowance) (Amdt 2)                 | \$ 37,830.00  |
|            |                                                | 2.11     | Pavement Design (Amdt 2)                               | \$ 17,670.00  |
|            |                                                |          | Sub-Totals                                             | \$ 290,811.00 |
| 3          | Conceptual Pedestrian Bridge Connection        | 3.1      | Conceptual Bridge Alternatives                         | \$ 25,330.00  |
|            |                                                | 3.2      | Visual / Graphical Renderings                          | \$ 20,530.00  |
|            |                                                | 3.3      | Conceptual Engineer Opinion of Probable Costs          | \$ 3,810.00   |
|            |                                                |          | Sub-Totals                                             | \$ 49,670.00  |
| 4          | Preliminary (30%) Design                       | 4.1      | Preliminary Alternative Analysis                       | \$ 13,360.00  |
|            |                                                | 4.2      | Preliminary Roadway Design                             | \$ 84,000.00  |
|            |                                                | 4.3      | Preliminary Engineer's Opinion of Probable Costs       | \$ 7,140.00   |
|            |                                                |          | Sub-Totals                                             | \$ 104,500.00 |
| 5          | Intermediate (60%) Design                      | 5.1      | Prepare Intermediate Roadway Design                    | \$ 193,850.00 |
|            |                                                | 5.2      | Final Engineer's Opinion of Probable Costs             | \$ 8,210.00   |
|            |                                                |          | Sub-Totals                                             | \$ 202,060.00 |
| 6          | Design Contingency (Optional)                  | 5        | Design Contingency                                     | \$ 25,000.00  |
|            |                                                |          | Sub-Totals                                             | \$ 25,000.00  |
| 7          | Flood Drainage Analysis                        | 7.1      | Data Collection & Existing Condition Analysis (Amdt 1) | \$ 17,470.00  |
|            |                                                | 7.2      | Existing Conditions Technical Flood Report (Amdt 1)    | \$ 6,410.00   |
|            |                                                | 7.3      | Proposed Conditions Flood Analysis & Report (Amdt 2)   | \$ 13,070.00  |
|            |                                                |          | Sub-Totals                                             | \$ 36,950.00  |
| 8          | Traffic Study                                  | 8.1      | Data Collection & Existing Conditions (Amdt 1)         | \$ 12,210.00  |
|            |                                                | 8.8      | Traffic Forecasting & Operations Analysis (Amdt 1)     | \$ 42,040.00  |
|            |                                                | 8.3      | UPRR Queueing Analysis (Amdt 1)                        | \$ 14,750.00  |
|            |                                                |          | Sub-Totals                                             | \$ 69,000.00  |
| 9          | Final Design - Ninth Street Extension          | 9.1      | Prepare Final Plans & Specifications (Amdt 2)          | \$ 197,200.00 |
|            |                                                | 9.2      | Final Engineer's Opinion of Probable Costs (Amdt 2)    | \$ 13,380.00  |
|            |                                                |          | Sub-Totals                                             | \$ 210,580.00 |

|    |                                                               |      |                                          |                        |
|----|---------------------------------------------------------------|------|------------------------------------------|------------------------|
|    |                                                               |      |                                          |                        |
| 10 | Bidding Services                                              | 10.1 | Bidding Services                         | \$ 10,190.00           |
|    |                                                               |      | Sub-Totals                               | \$ 10,190.00           |
|    |                                                               |      |                                          |                        |
| 11 | A-E Construction Services - Ninth Street Extension (Optional) | 11.1 | Provide Contract Administration (Amdt 2) | \$ 101,100.00          |
|    |                                                               | 11.2 | Provide Construction Surveying (Amdt 2)  | \$ 77,740.00           |
|    |                                                               | 11.3 | Provide Inspection (Amdt 2)              | \$ 292,620.00          |
|    |                                                               | 11.4 | Materials Testing (Amdt 2)               | \$ 161,620.00          |
|    |                                                               | 11.5 | Record Information (Amdt 2)              | \$ 12,510.00           |
|    |                                                               |      | Sub-Totals                               | \$ 645,590.00          |
|    |                                                               |      |                                          |                        |
| 12 | Construction Contingency                                      | 11   | Construction Contingency (Amdt 2)        | \$ 50,000.00           |
|    |                                                               |      | Sub-Totals                               | \$ 50,000.00           |
|    |                                                               |      |                                          |                        |
|    |                                                               |      | <b>GRAND TOTALS</b>                      | <b>\$ 1,806,271.00</b> |
|    |                                                               |      |                                          |                        |
|    |                                                               |      | <b>Total Design Services</b>             | <b>\$ 1,085,681</b>    |
|    |                                                               |      | <b>Design Contingency</b>                | <b>\$ 25,000</b>       |
|    |                                                               |      | <b>Total Construction Services</b>       | <b>\$ 645,590</b>      |
|    |                                                               |      | <b>Construction Contingency</b>          | <b>\$ 50,000</b>       |



**REGIONAL TRANSPORTATION COMMISSION of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 5.4.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Washoe County Human Services Agency - Gerlach ICA**

**RECOMMENDED ACTION**

Approve an Interlocal Cooperative Agreement with Washoe County Human Services Agency to provide funds for senior/disabled transportation services in the non-urbanized area of Gerlach, in the amount of \$20,000.

**BACKGROUND AND DISCUSSION**

This new agreement provides funds for senior/disabled transportation services for the non-urbanized area of Washoe County in Gerlach. This ICA authorizes the RTC to reimburse Washoe County Human Services for costs associated with this program, in an amount not-to exceed \$20,000, annually. This amount is an increase from the previous contractual amount of \$12,000 primarily to address higher transportation costs.

**FISCAL IMPACT**

Funding for this program is included in the FY2027 RTC Board Approved Budget.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## **INTERLOCAL COOPERATIVE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA, (hereinafter "RTC") and the BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA (hereinafter "COUNTY").

WHEREAS, the parties to this Agreement are public agencies authorized to enter into agreements in accordance with NRS 277.080 to 277.180, inclusive; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives, and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, RTC is authorized, pursuant to NRS 377A.080, to appropriate public transportation tax funds to support transportation services for elderly and persons with disabilities in Washoe County; and

WHEREAS, RTC has determined that non-urbanized areas of Washoe County in Gerlach require paratransit transportation services for senior citizens and people with disabilities; and

WHEREAS, COUNTY desires to cooperate with RTC in the provision of such services within the non-urbanized areas of Washoe County and has the administrative capacity to coordinate or subcontract for such services; and

WHEREAS, the parties wish to establish the terms and conditions under which RTC will provide funding to COUNTY for the operation of non-urbanized paratransit transportation services for Washoe County in Gerlach;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

### **I. GENERAL PROVISIONS**

COUNTY will provide non-urbanized paratransit transportation services for senior citizens and people with disabilities in non-urbanized areas of Washoe County including Gerlach. COUNTY will be responsible for overall administration, planning, implementation, and marketing of the transit service, and will own and maintain all vehicles, equipment, facilities, and other capital assets associated with the provision of transit service.

COUNTY shall comply with all applicable federal and state transportation provisions of the Americans with Disabilities Act (ADA), and any other federal, state, county, and local laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of this Agreement.

## **II. SERVICE PLANNING**

No later than March 31 of each year, COUNTY will prepare and transmit to the RTC a draft annual budget for the following fiscal year, identifying all operating and capital costs and revenues, and all necessary supporting documentation, including the proposed service levels for the county portion of the transit service. The RTC will provide technical assistance as requested in all transit service planning activities and will review and comment on the annual budget.

## **III. SERVICE ADMINISTRATION**

COUNTY will be responsible for service administration, and shall designate a county employee to carry out all administrative functions. COUNTY may elect to engage a private contractor to administer system operations and maintenance. Such responsibilities shall include, but not be limited to, the employment of all administrative and operations personnel.

COUNTY shall not divert any revenues, passengers, or other business from this project to any other transportation services provided by COUNTY.

## **IV. MARKETING**

COUNTY will be responsible for all advertising, marketing and promotion of services. Any such activities affecting the Washoe County portion of the service area shall be reviewed by the RTC prior to implementation.

## **V. FACILITIES AND EQUIPMENT**

COUNTY will ensure that any revenue vehicles and equipment utilized for the service are maintained in accordance with accepted industry standards, including a regularly scheduled preventative maintenance program.

## **VI. PAYMENT**

RTC will reimburse COUNTY for the operating costs incurred for providing transit service within the Washoe County portion of the Gerlach service area up to a maximum amount of \$20,000.00 per year.

COUNTY will submit invoices for reimbursement to the RTC on a quarterly basis no later than 30 days following the end of each quarter. Invoices will include all necessary supporting documentation to allow the RTC to verify expenditures, as well as reconciliations to adjust and

compensate for overpayment or underpayment of previous quarter expenses. The RTC will reimburse COUNTY within thirty (30) days following receipt of each invoice.

## **VII. HOLD HARMLESS**

COUNTY will hold harmless the RTC from any loss or damage to COUNTY property which may occur in carrying out the provisions of this agreement. COUNTY will hold harmless RTC from any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, activity, or jurisdiction of COUNTY under this agreement. COUNTY further agrees to indemnify, defend and to save the RTC harmless from all claims or suits for the death or personal injury of any person, general and special damages, attorney's fees or other liability of any nature and description which may be made against the RTC which is alleged to have occurred as a result of any negligent act or omission, or intentional tort by COUNTY, its officials, employees, agents, invitees, or licensees in connection with the performance of operations under this Agreement.

RTC will hold harmless COUNTY from any damage or liability occurring by reason of anything done or omitted to be done by RTC under or in connection with any work, activity, or jurisdiction of RTC under this agreement including any damage, liability or premises liability caused by RTC. RTC further agrees to indemnify, defend and to save COUNTY harmless from all claims or suits for the death or personal injury of any person, general and special damages, attorney's fees or other liability of any nature and description which may be made against COUNTY which is alleged to have occurred as a result of any negligent act or omission, or intentional tort by RTC, its officials, employees, agents, invitees, or licensees in connection with the performance of operations under this Agreement.

## **VIII. RECORDS**

COUNTY will provide, no later than the tenth day of the month, a quarterly report to the RTC documenting for each service area the number of passengers transported, number of passengers transported by purpose, number of vehicles providing passenger trips paid by sales tax funds including vehicle license number, beginning and ending odometer readings and total miles, number of days vehicles provided service, number of vehicle service hours for the month, number of vehicle service miles for the month, and number of vehicle breakdown incidents and number of accidents including both non-injury and injury related accidents.

COUNTY will maintain accounting records in sufficient detail as to allow complete review by the RTC of all operating expenses, operational data, and revenues for purposes of developing a system operating deficit.

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## **IX. EFFECTIVE DATE**

This agreement becomes effective July 1, 2026 upon its execution by the governing bodies of the participating entities.

This Agreement shall be automatically renewed for a one-year period on each anniversary date thereafter, unless one of the parties to the Agreement serves by certified mail on the other parties to this Agreement a written notice of termination sixty (60) days prior to the date of expiration, in which event this Agreement shall terminate on the date of expiration.

## **X. TERMINATION**

In the event that sales tax receipts do not continue at an aggregate level sufficient to allow for the provision of the indicated level of service, the obligations of each party hereunder may thereupon be terminated upon sixty (60) days' written notice. Any such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to the effective date of termination. Any renewal of this Agreement is based on availability of funds and budget approval.

As used in this section, the "expiration date" or "termination date" refers to the last day of the initial term, the last day of any renewal term, or the last day of the 60-day notice period, June 30.

## **XI. RATIFICATION**

This Agreement is not intended to and shall not operate to invalidate any prior acts or actions by and between the COUNTY and the RTC, and all such acts and actions are hereby validated, ratified and confirmed.

## **XII. MODIFICATION**

This Agreement may not be modified except by subsequent written agreement executed by and between the parties hereto.

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**IN WITNESS WHEREOF** this Agreement has been executed by the parties as of the date first above written.

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

BOARD OF COMMISSIONERS, WASHOE COUNTY,  
NEVADA

By: \_\_\_\_\_  
Chair

ATTEST:

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_  
Washoe County Clerk



## **REGIONAL TRANSPORTATION COMMISSION of Washoe County**

*Engineering & Construction • Planning • Public Transportation*

**Meeting Date:** 9/18/2026

**Agenda Item:** 5.5.1

To: Regional Transportation Commission

From: Amber Bowsmith, Organizational Effectiveness Manager

**SUBJECT: Trifox LLC for Wage Compliance Services**

### **RECOMMENDED ACTION**

Approve a contract with Trifox LLC for wage compliance services related to certified payroll monitoring, prevailing wage and Davis-Bacon Act compliance, and related LCP Tracker administration for the period January 1, 2027 through June 30, 2030, in an amount not-to-exceed \$264,285.

### **BACKGROUND AND DISCUSSION**

RTC uses LCP Tracker, a third-party certified payroll management system, to administer this compliance function. Trifox LLC has served as RTC's contracted administrator for LCP Tracker, performing the day-to-day compliance monitoring that would otherwise fall to RTC staff. Under the proposed Agreement, Trifox's scope of work includes:

- Prevailing wage monitoring;
- Davis-Bacon monitoring;
- Administration of LCP Tracker; and
- Weekly Reporting to RTC.

RTC capital projects funded in whole or in part with federal transportation funds are subject to Davis-Bacon Act wage requirements, and projects meeting the statutory threshold for "public work" under NRS Chapter 338 are subject to Nevada's state prevailing wage law. Both frameworks require prime contractors and subcontractors to submit certified payroll reports (CPRs) documenting that workers are paid at or above the applicable wage determination, and require the awarding agency to monitor compliance, follow up on late or deficient submissions, and refer unresolved violations to the appropriate labor authority.

Trifox's current contract with RTC is set to expire December 31, 2026. Staff is seeking to enter into a new contract with Trifox. There is no other known qualified vendor services available with knowledge of LCP Tracker software and certified payroll and workforce reporting.

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**FISCAL IMPACT**

Not to exceed amount of \$36,000 funded in FY 2027 budget. Future FY cost not to exceed amount (\$76,095) will be budgeted in future years.

**PREVIOUS BOARD ACTION**

11/17/2022 - Approved contract with Trifox, LLC for Certified Payroll, Prevailing Wage, Apprenticeship Utilization Act, and Davis Bacon Compliance January 1, 2023 through December 31, 2026.

## AGREEMENT FOR SERVICES

### Wage Compliance Services

This agreement (“Agreement”) is dated and effective as of January 01 2027, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Trifox LLC (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on June 30, 2030.
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 pursuant to the schedule of deliverables attached as Exhibit A.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed \$264,285 the pricing and fee schedule attached as Exhibit B.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
6. **Invoices/Payment.** Contractor shall submit invoices to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com). RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
7. **Legal/Regulatory Compliance.**
  - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
  - b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.
8. **Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor shall not commence any work or permit any

employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

**9. Indemnification.** Contractor's obligations are set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

**10. Termination.**

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party an 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

TRIFOX LLC

BY:  \_\_\_\_\_  
Pamela Fox, CB, Managing Member

EXHIBIT A

SCOPE OF SERVICES

## **Scope of Services**

### **Comprehensive LCP Tracker Administration**

Trifox provides comprehensive administration and ongoing support for all assigned projects within LCP Tracker. Our services include project setup and database maintenance, monitoring certified payroll reporting requirements, contractor and apprentice approvals, review of fringe benefit documentation, wage determination updates, compliance follow-up, customized reporting, audit assistance, electronic recordkeeping, and project closeout. We work directly with prime contractors and their subcontractors to identify and resolve outstanding issues, helping ensure that each project remains accurately documented, current, and compliant with applicable prevailing wage and Davis-Bacon requirements. New processes are implemented when needed, such as a change in NRS requirements or the new WH-347 requirements. Weekly communication loop reports are emailed to RTC, which provide an executive summary of the active project CPR compliance related to meeting CPR deadlines or other issues.

### **Detailed Scope of Work**

#### **Prevailing Wage**

- Run Late Reports on the 16<sup>th</sup> of each month (or next business day if the 15<sup>th</sup> falls on a weekend or holiday) Note: Prevailing wage is due on the 15<sup>th</sup> of each month for the prior month.
- Contact all prime contractors regarding any late CPR report and track these until there is compliance or if needed, summarize the issue, and send to the City of Sparks to determine if this should be submitted to the Labor Commissioner for late fees and penalties.

#### **Davis Bacon**

- Run Late Reports weekly.  
Note: Davis Bacon CPRs are due 7 days after the pay date and are checked weekly.
- Contact all prime contractors regarding any late CPR report and track these until there is compliance or if needed, summarize the issue, and send RTC to determine if this should be submitted to the Labor Commissioner for late fees and penalties.

### **Tasks Related to both Davis Bacon & Prevailing Wage Projects**

- Set up new projects in LCP Tracker.
- Respond to all emails within five days of original email.
- Approve Apprentices in LCP Tracker, including review of Apprentice Listing from the Labor Commissioner's website and the secondary document(s) provided by the contractor to ensure it matches the apprentice information listed in LCP Tracker. These are completed on an as-needed basis. For California apprentices, track separately using the Labor Commissioner's reciprocity instructions, effective at the time of the approval request.
- Review uploaded fringe benefit agreements to ensure they are uploaded, and that they are properly completed for each sub and prime.
- Spot check CPRs to ensure they match the Fringe Benefit Statements uploaded. This is done on a monthly basis to ensure compliance. Tracking is updated to determine which contractors finalized and the last performing date. If performing occurred in the month being reviewed it is spot checked for compliance. This includes spot checking the prime and their subcontractors. When the CPR does not match the FBS or there are issues, the prime will be contacted to request correction. The issue is followed by Trifox until correction.
- Complete changes to LCP Tracker database, as needed.  
This includes the daily changes requested on a project, such as adding subs to a database, permit edits or deletions of CPRs for correction, answering email questions relating to these situations, as well as updates to wage determinations. A detailed file is kept for each project. All documentation will be saved electronically. At the close of the project, the folder will be uploaded into RTC's cloud-based storage areas. All documents are kept electronically as .pdfs.
- Assist contractors with various LCP Tracker issues. Assistance is related to project-specific issues. When it is outside the scope of the project, the contractor is referred to LCP Tracker tech support for software support or training.
- Prepare various reports as requested by RTC (such as a class wage and hour report, etc.). This includes preparation of the retention documentation at the end of a project. A detailed list of the retention documentation prepared is available on request.
- Complete CPR reports for unions or other entities as requested and approved by RTC.
- Close projects in LCP Tracker when all items are complete and based on requests from RTC or when the project shows all contractors have finalized and all documents are uploaded and any issues are corrected. Note: We contact the RTC project

manager to confirm the project is ready to close and not pending change orders or other items.

- Assist with audits of any type as requested.
- Update wage databases in LCP Tracker. Both Davis Bacon and Prevailing Wage sites are checked monthly for changes. Prevailing Wage modifications released by the Labor Commissioner are entered as they are released. Davis Bacon wage updates are only completed when a project has a required Davis Bacon wage component.
- Review the back-end security setup of LCP Tracker on an annual basis or whenever significant updates to LCP Tracker are completed. Changes are approved by RTC before implementation.
- Other tasks may be added upon request by RTC and agreement by Trifox.

EXHIBIT B

COMPENSATION

## Exhibit B

| Description                                                                                                                                                                                                          | Year  | Hours | Billing Rate | Total                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|--------------|----------------------|
|                                                                                                                                                                                                                      | FY    |       |              |                      |
| Direct Labor                                                                                                                                                                                                         | 2027  | 400   | 90.00        | \$ 36,000.00         |
| Direct Labor                                                                                                                                                                                                         | *2028 | 801   | 95.00        | \$ 76,095.00         |
| Direct Labor                                                                                                                                                                                                         | *2029 | 801   | 95.00        | \$ 76,095.00         |
| Direct Labor                                                                                                                                                                                                         | *2030 | 801   | 95.00        | \$ 76,095.00         |
| <b>Total Not-to-Exceed amount</b>                                                                                                                                                                                    |       |       |              | <b>\$ 264,285.00</b> |
| Not-to-Exceed billing rate is a fully loaded rate inclusive of all indirect expenses (overhead) and fee.                                                                                                             |       |       |              |                      |
| *Billing rate annual increase is based on a projected average of 3% Cost of Living Index. To be adjusted when it is established each year. RTC will be billed monthly for hours worked. With payment terms as net 30 |       |       |              |                      |

EXHIBIT C

INSURANCE AND INDEMNIFICATION

## **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, 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, 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 or 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. 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.