



## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 12/17/2024 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 30 min.

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Discussion and consideration for approval Resolution No. 24-754 supporting and contributing \$100,000 to the Regional Transportation Commission of Washoe County for the completion of a Northern Nevada regional commuter rail study between Reno-Sparks and the Tahoe-Reno Industrial Center in Storey County. This is a budgeted expense.
- **Recommended motion:** I (commissioner) motion to approve approval Resolution No. 24-754 supporting and contributing \$100,000 to the Regional Transportation Commission of Washoe County for the completion of a Northern Nevada regional commuter rail study between Reno-Sparks and the Tahoe-Reno Industrial Center in Storey County.

- **Prepared by:** Austin Osborne

**Department:** County Manager

**Contact Number:** 775.847.0968

- **Staff Summary:** The Regional Transportation Commission of Washoe County, Nevada (RTC-Washoe) has contracted WSP USA, Inc. (WSP) to conduct a study to evaluate the feasibility of developing a commuter or employee-access rail system to provide a reliable alternative mode of transportation for daily workforce commuting between the Reno-Sparks area and the Tahoe-Reno Industrial Center (TRI-Center) in Storey County.
- The rail study will involve RTC-Washoe, the Economic Development Authority of Western Nevada (EDAWN), several major TRI-Center employers, and Storey County. Participants will review data and other findings to explore alternative modes of transportation such as commuter rail to minimize or eliminate the impact to workforce commuters during construction of I-80 widening and beyond, and to accommodate anticipated growth in the immediate region.
- The total cost of the rail study is \$797,517.81. RTC-Washoe and defined stakeholders under this proposal will each contribute, with Storey County asked to contribute \$100,000. The requested funds are budgeted in FY25 for the purposes described.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** Yes
- **Legal review required:** TRUE

- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:** \_\_\_\_\_

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

**RESOLUTION NO. 24-754**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF STOREY COUNTY, NEVADA, SUPPORTING AND CONTRIBUTING TO A NORTHERN NEVADA REGIONAL COMMUTER RAIL STUDY BETWEEN RENO-SPARKS AND THE TAHOE-RENO INDUSTRIAL CENTER, STOREY COUNTY.**

WHEREAS, the Regional Transportation Commission of Washoe County, Nevada (RTC-Washoe) has contracted WSP USA, Inc. (WSP) to conduct a study to evaluate the feasibility of developing a commuter or employee-access rail system to provide a reliable alternative mode of transportation for daily workforce commuting between the Reno/Sparks area and the Tahoe-Reno Industrial Center (TRI-Center) in Storey County.

WHEREAS, RTC-Washoe, Economic Development Authority of Western Nevada (EDAWN), several major TRI-Center employers, and Storey County are interested in exploring alternative modes of transportation such as commuter rail to minimize or eliminate the impact to workforce commuters during construction of I-80 widening and beyond, and to accommodate anticipated growth in the Northern Nevada region.

WHEREAS, the rail study will prepare and provide data necessary to evaluate the appropriateness and feasibility of a commuter or employee-access rail system benefiting Reno, Sparks, Washoe County, Storey County, and the region.

WHEREAS, Storey County, defined private businesses at TRI-Center, and other key stakeholders will participate in meetings and discussions, contributes thoughts, concerns, and alternatives, and otherwise coordinate efforts throughout the rail study in accordance with the enclosed contract and scope of work between RTC-Washoe and WSP.

NOW THEREFORE, BE IT RESOLVED that we, as the Storey County Board of County Commissioners express our support for the rail study conducted in accordance with the contract and scope of work between RTC-Washoe and WSP as contributing to community and economic development improvements, facilitating job creation, and enhancing the region's quality of life.

BE IT FURTHER RESOLVED, that Storey County as approved by the Storey County Board of County Commissioners hereby contributes One-Hundred-Thousand dollars (\$100,000.00) of budgeted funds for Fiscal Year 2025 to RTC-Washoe to be directed toward completion of this rail study.

PASSED, ADOPTED, AND APPROVED this 17<sup>th</sup> day of December, 2024.

By: \_\_\_\_\_

Jay Carmona, Commission Chairman

ATTEST:

\_\_\_\_\_

Jim Hindle, Storey County Clerk-Treasurer



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 11/15/2024

**Agenda Item:** 4.4.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Rail Study between the Reno/Sparks area and the TRIC**

**RECOMMENDED ACTION**

Approve a contract with WSP USA, Inc., to conduct a study to evaluate the feasibility of developing a commuter or employee-access rail system to provide a reliable alternative mode of transportation for daily workforce commuting between the Reno/Sparks area and the Tahoe-Reno Industrial Center located in Storey County, in an amount not-to-exceed \$797,517.81.

**BACKGROUND AND DISCUSSION**

The RTC issued a Request for Proposal (RFP) in July 2024 to conduct a rail service planning study and supporting engineering analysis to assess the feasibility and define the conceptual requirements of a proposed commuter rail system between Reno-Sparks and the Tahoe-Reno Industrial Center. Proposals were received by the RTC from five qualified firms.

A three-person proposal evaluation team consisting of two RTC and one NDOT employees reviewed and ranked the proposals. The proposals were evaluated based on the criteria set forth in the RFP:

- 50% Qualifications of the Firm
- 20% Staffing and Project Organization
- 30% Work Plan/Project Understanding

Staff is recommending an award to WSP USA, Inc., as being the most advantageous and of the best value to the RTC. The attached contract includes three phases and if additional financial commitments cannot be secured, the executed contract will be limited to the phases that have been fully funded.

This item supports Strategic Roadmap Goal #4, "Proactively Manage Congestion" and FY2025 RTC Goal, "Initiate: TRIC Rail Implementation Plan".

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**FISCAL IMPACT**

The FY 2025 budget included \$400,000 reserved for this study. Additional financial commitments have been pledged from outside agencies and companies (e.g., Storey County, Panasonic, Tesla) for a portion of the remaining cost. This contract will be executed by the Executive Director and will only be performed to the extent that sufficient funding has been obtained by RTC.

**PREVIOUS BOARD ACTION**

There has been no previous board action on this matter.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform the TRIC Rail Study in connection with RTC 24-07 TRIC Rail Study; and

WHEREAS, CONSULTANT submitted a proposal and was selected to perform the work.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 30, 2026, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the proposal for RTC 24-04. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

responsibility of supplying all items and details required for the deliverables required hereunder.

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Design Services	\$797,517.81
Total Not-to-Exceed Amount	\$797,517.81

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



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

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

#### ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to [accountspayable@rtcwashoe.com](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 an order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

### 11.3. LITIGATION

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

### 11.4. CONTINUING CONTRACT PERFORMANCE

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

#### ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is James Gee or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Darwin Desen or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

#### ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP  
Executive Director  
James Gee  
RTC Project Manager and Director of Public Transportation  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: [jgee@rtcwashoe.com](mailto:jgee@rtcwashoe.com)  
(775) 335- 0020

CONSULTANT: Darwin Desen, PE  
Project Manager  
WSP USA Inc.  
300 S. 4<sup>th</sup> St. STE.1200  
Las Vegas, NV 89101  
Email: [Darwin.desen@wsp.com](mailto:Darwin.desen@wsp.com)  
Phone 214-521-1661

#### ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with

the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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



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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

WPS USA, INC.

By: \_\_\_\_\_  
John Maloney, PE

Exhibit A – Scope of Work and Compensation



**WSP USA, Inc.**  
**Contract No. XXX**  
**Project No. XXX**

**Scope of Services**  
**Tahoe Reno Industrial Center (TRIC)**  
**Commuter Rail Feasibility Study**

**October 2024**

**GENERAL DESCRIPTION OF WORK:**

The Regional Transportation Commission of Washoe County, Nevada (RTC) has contracted WSP USA, Inc. (WSP) to conduct this study to evaluate the feasibility of developing a commuter or employee-access rail system to provide a reliable alternative mode of transportation for daily workforce commuting between the Reno/Sparks area and the TRIC, located in Storey County. The study will assess the feasibility and define conceptual requirements and constraints for this conceptual commuter rail system. This system is anticipated to utilize existing Union Pacific Railroad (UPRR) right-of-way and mainline facilities to the extent possible dependent upon freight operations and capacity constraints, plus the current Amtrak station in Reno to the extent possible. The service is dependent upon funding and financing availability, freight operations and capacity constraints, local access potential at the TRIC, and customer access in general. The service would provide daily workforce transportation aligning with shift workers' commuting needs.

Additionally, the study will evaluate the potential to extend the existing industrial freight track to a location closer to the Tesla Gigafactory and other customers to provide additional freight rail intermodal service opportunities within the TRIC complex.

Finally, the study will also coordinate with Caltrans, CalSTA, and the Capitol Corridor Joint Powers Authority (CCJPA), who have been awarded a federal Corridor Identification and Development (CID) Program grant to evaluate opportunities to extend the existing Capitol Corridor passenger rail service eastward from its current terminus in Auburn, CA to Reno, in addition to other Bay Area connections. Coordination would mainly be in the areas of potential interface/overlap of passenger operations, infrastructure requirements, and capital costs. The projects could conceptually share layover and maintenance facilities and additional stations in the metro area.

This scope of work covers the development of the feasibility study necessary to evaluate the project requirements and constraints for implementation of the proposed work force commuter rail operation. Project activities include:

- Determining the potential impacts for the project,
- Beginning discussions about the proposed project with UPRR and the Nevada Department of Transportation (NDOT),
- Developing a concept-level design and engineer's estimate for the order of magnitude capital costs, and conceptual annual costs for operations and maintenance (O&M) of the proposed service.

Project Understanding - The TRIC is a major regional employment center with a current average daily workforce exceeding 22,000 employees. Several TRIC employers have plans for significant growth and are anticipating employment

to more than double over the next 10 years. Currently the only public access transportation corridor available between Reno/Sparks and the TRIC is I-80, which is a heavily traveled and severely congested four-lane highway that is constrained by the mountainous topography, the Truckee River, and the UPRR mainline; there are no alternative routes. NDOT is currently working through the NEPA process for the I-80 East Widening project between Reno/Sparks and USA Parkway at the north entrance to the TRIC. NDOT anticipates construction to begin in the 2025/2026 timeframe and take several years to complete, which will severely impact travel to and from the TRIC.

The Union Pacific Railroad parallels I-80 through central Reno and Sparks, and in the sparsely developed Truckee River canyon area between Sparks and the TRIC. The distance between the Reno Amtrak station in downtown Reno and an access point to the TRIC (USA Parkway) is approximately 19 miles. The majority of the UPRR corridor in the study area consists of double-tracked mainline with multiple yard areas and industrial access sidings in the corridor. More than 6 miles of the corridor is currently single track mainline in a geographically constrained area near the Truckee River and abutting rock formations. In addition to freight movements, the UPRR mainline currently hosts one daily passenger rail round trip: the Amtrak *California Zephyr* long-distance route connecting the San Francisco Bay Area with Chicago via Sacramento, Reno, Salt Lake City and Denver.

The Economic Development Authority of Western Nevada (EDAWN) estimates that 75% or more of TRIC employees live north of I-80 in the Reno/Sparks area and commute daily via I-80 to the TRIC. NDOT estimates there are 2,400 vehicles per hour commuting in both directions between Reno/ Sparks and the TRIC during peak morning (7 AM–9 AM) and evening (4 PM–6 PM) shift change periods. RTC, EDAWN, and several major TRIC employers are interested in exploring alternative modes of transportation such as commuter rail to minimize or eliminate the impact to workforce commuters during construction of I-80 and beyond, and to accommodate anticipated growth at TRIC and in the Reno/ Sparks area. Current RTC Vanpool and private rideshare programs will be significantly impacted by the I-80 widening construction work and it appears critical to evaluate other transportation alternatives.

Services to be provided - This Scope of Work covers the development of a Feasibility Study in order to evaluate the project requirements and constraints for implementation of a commuter rail operation, determine the potential impacts for the project, begin discussions about the proposed project with UPRR and NDOT, develop a concept-level design and an engineer's estimate for the order of magnitude capital costs, and concept-level annual costs for operations and maintenance (O&M) of the proposed commuter rail service.

RTC will provide WSP with any applicable available topographic survey base mapping and aerial imagery related to the cities of Reno and Sparks, and for the Tahoe Reno Industrial Center area. RTC will also provide WSP with any previous studies that would be applicable to the evaluation of the proposed commuter rail service. WSP will also conduct a data search of available sources for additional base mapping related to the study area.

WSP anticipates that the project duration will be approximately 6 months. Extensions in time of this phase based on delays from obtaining needed data, input, feedback, or acceptance from Stakeholders of concepts evaluated may result in additional project costs and/or lengthened schedule. The scope of services for this study will be performed on a time and materials basis, not to exceed the fee shown in the attached fee proposal based on the Scope of Work outlined herein. If additional scope is required, a subsequent contract modification will be submitted to RTC for approval prior to beginning any additional work. WSP will invoice RTC monthly for the actual hours of the work required for the Scope of Work and for efforts required to perform this study.

The study area limits are represented in the graphic below, to be limited to the UPRR track alignment between the Reno-Sparks metropolitan area and the Tahoe Reno Industrial Center and key stakeholders within the TRIC complex.



## TASK 1.0 - PROJECT MANAGEMENT AND COORDINATION

The WSP Project Manager, in coordination with the RTC Project Manager, will be responsible for directing and coordinating all WSP team activities associated with this study. The work under this task includes providing project management and coordination of all activities throughout the life of the project including scheduling and conducting meetings, development of meeting agendas, minutes, and action item logs, development of all project documentation, and submittals. Project Management includes project set-up, monthly invoicing, and project tracking.

Project Coordination includes meetings throughout the project to coordinate work tasks and provide progress updates to RTC and key stakeholders to be defined in collaboration with RTC. WSP assumes that coordination will only be with the identified key stakeholders and that no public involvement will be conducted for this study.

This task is anticipated to include the following:

- 1) Project Management and Contract Management for an estimated duration of 6 months from Notice to Proceed.
- 2) Project Kick-Off Meeting and Planning Charrette – this meeting will be conducted immediately upon award and Notice to Proceed (NTP). This meeting is intended to be an in-person kick-off meeting with RTC, EDawn, and other key stakeholders identified by RTC, to be conducted in RTC’s office. The purposes of this meeting include:
  - a) To confirm the study goals and objectives, scope of work and deliverables, schedule, budget, follow on meetings, and other study and contract requirements.
  - b) To identify all applicable studies conducted to date that need to be considered and/or incorporated into the study.
  - c) To identify all key TRIC and other stakeholders that need to be engaged in defining the study parameters and identify an effective employer outreach process given the study’s constraints.
  - d) To discuss the potential freight rail opportunities to be considered for UPRR engagement.

- e) Conduct a site/field visit to view the UPRR/I-80 corridor and the TRIC development.
- 3) Conduct weekly WSP team meetings – to be conducted virtually via Microsoft TEAMS to track progress and provide team direction as the study progresses
- 4) Conduct bi-weekly progress meetings with RTC – to be conducted virtually via Microsoft TEAMS to provide progress updates and respond to questions as the study progresses.
- 5) Participate and/or conduct in-person meetings with RTC - WSP assumes two (2) in-person meetings are required for key deliverables, supporting RTC during Board meetings, and/or key stakeholder meetings. All in-person meetings will include preparation for meeting, agenda development, and meeting minutes.
- 6) Conduct meetings with Caltrans and the Capitol Corridor Joint Powers Authority (CCJPA) – to be conducted virtually via Microsoft TEAMS. The Federal Railroad Administration (FRA) awarded CalSTA with a Corridor ID grant to study an extension of the existing Capitol Corridor service eastward from Auburn, CA to Reno, NV. WSP will conduct coordination meetings with CalSTA, Caltrans and CCJPA on potential interface/overlap with the RTC TRIC Rail Study, both in terms of service and project footprint. WSP will meet with these state entities up to three (3) times via TEAMS to determine the scope of their Reno extension project, and coordinate on items of mutual interest. RTC and key stakeholders will be included in all meetings as desired.
- 7) Conduct a final in-person meeting with RTC and key stakeholders (included in the previous count) to present study findings and discuss next steps.

A meeting agenda, meeting minutes, action item list, and decision tracking log will be developed for each meeting to document progress.

**ASSUMPTIONS:** It is assumed that all meetings not previously identified as in-person will be conducted virtually and do not require travel.

**DELIVERABLES:** Meeting Agenda (Electronic PDF), Meeting Minutes (Electronic PDF), Decision Tracking Log (Provided with Meeting Minutes), Action Items Log (Provided with Meeting Minutes)

## **TASK 2.0 – PLANNING AND SYSTEM REQUIREMENTS**

The work under this task will develop a conceptual level of understanding of requirements related to operations and maintenance of the proposed commuter rail system. WSP will develop a feasibility concept report concentrating on service planning, operations and maintenance, equipment and facility requirements, and costs associated with annual operations & maintenance of the proposed commuter service.

The planning task will be accomplished in three (3) phases focused on development of system elements required to achieve progressive understanding of the project requirements needed to gain UPRR and stakeholder support. The level of development at each phase is described below.

This task is anticipated to include the following:

### Planning Phase 1

- 1) **Data Collection and Review of Previous Studies:** WSP will conduct a site visit and review previous studies and documents identified during the kick-off meeting to determine what previous recommendations and data should be incorporated into the feasibility study. The WSP team’s goal is to build on the previous work and investment completed to date. It will be important to understand the data used as the basis of previous studies and to

determine if the data remains applicable or if it needs to be modified and reevaluated to represent current conditions.

- 2) Existing Conditions & Operational Requirements Identification: WSP will organize information on the existing physical and operating conditions of the proposed route to inform the system planning analysis process. We will work with RTC to identify the relevant previous state and regional transportation studies to be incorporated or updated for use in this study. We will document any assumptions and/or gaps in our knowledge by working closely with RTC and other key stakeholders.
- 3) Conduct TRIC and Other Stakeholder Engagement: The WSP team will contact key TRIC stakeholders to set up meetings to be conducted virtually via Microsoft TEAMS and/or in person when possible. WSP will coordinate, schedule, and conduct meetings with key TRIC stakeholders. These meetings will discuss the purpose and scope of the proposed commuter rail service, current and future staffing requirements, and desired commuter service parameters. The meeting will allow for stakeholder input during the development of the Study. This employment data will become the basis of the potential commuter demand that we will use to develop the service plan. This initial meeting will also be used to enquire about existing and future freight shipping needs for each TRIC stakeholder to identify the potential and need for additional freight rail services and potential containerized shipping operations.
- 4) Develop commuter system base mainline operational requirements concept (excluding Rail Traffic Controller line simulation)
  - a) Operating on existing network including UPRR single track mainline
  - b) Operating on conceptual double track mainline
  - c) Operating on a dedicated mainline separate from UPRR mainline (single track with passing sidings and/or double track)
- 5) Evaluate impacts to existing UPRR operations
- 6) Develop freight concepts to mitigate impacts and/or increase freight rail business
  - a) Mainline passing sidings
  - b) Double track mainline
  - c) Develop intermodal / inland port facility at TRIC
  - d) Extend freight rail access to key TRIC stakeholders
- 7) Conduct a meeting with UPRR (Meeting #1) to present proposed commuter rail concept with alternatives to mitigate impacts to freight operations and proposed opportunities to grow freight business. This meeting will establish the baseline of UPRR's interest and/or willingness to consider the proposed commuter rail operation, and will establish UPRR's initial thoughts, concerns, and requirements to be addressed for the project to move forward. 6) Conduct meetings with UPRR – to be conducted virtually via Microsoft TEAMS and/or in person when possible. WSP will coordinate, schedule, and conduct meetings with UPRR. The purpose of these meetings will be to present the proposed commuter rail concept and operational parameters along with concepts to improve freight rail operations and/or opportunities for additional freight business. WSP assumes up to three (3) UPRR meetings are anticipated for this coordination, each of one hour duration plus time for agenda preparation and meeting minutes

## Planning Phase 2

- 1) Evaluate UPRR's initial thoughts, concerns, and requirements established in the initial meeting (Meeting #1) from Planning Phase 1 above. The WSP team will work directly with RTC to address comments received from UPRR to determine:

- a) Opportunities to mitigate UPRR concerns and/or requirements
  - b) Evaluate feasibility of proposed concepts and mitigation requirements
  - c) Identify preferred concept(s) and next steps
- 2) Modify preferred concept(s) to include appropriate detail to develop order of magnitude cost estimates to include capital costs and operations & maintenance costs.
  - 3) Station and O&M Facility concept planning: WSP will work with RTC and project stakeholders to develop station and O&M Facility concepts and location alternatives, including opportunities to stage and layover the proposed commuter/workforce rail equipment off the UPRR mainline. Concept plans will include a plan view layout to illustrate the size and configuration, operational layout, train storage, car parking, bus and other transportation accommodations, and a description of amenities and equipment requirements.
  - 4) Conduct conceptual-level first and last mile connectivity analysis for station locations in Reno/Sparks and for circulation within the TRIC. This will include a cursory evaluation of existing transit services that could provide multimodal connections at the proposed station locations.
  - 5) Conduct TRIC and Other Stakeholder Engagement: WSP will conduct a second round of stakeholder meetings to present development of commuter system concept(s) and freight mitigation requirements.
  - 6) Conduct a second meeting with UPRR (Meeting #2) to present refinement of proposed commuter and freight concept(s). This meeting will gage UPRR's interest and/or willingness to consider the proposed commuter rail operation and whether the proposed project has the ability to move forward or not.
  - 7) Identify potential grant opportunities.

### Planning Phase 3

- 1) Evaluate UPRR's thoughts, concerns, and requirements from meeting in Planning Phase 2 above. WSP will work directly with RTC to address comments received from UPRR to determine:
  - a) Opportunities to mitigate UPRR concerns and/or requirements
  - b) Evaluate feasibility of proposed concepts and mitigation requirements
  - c) Identify preferred concept(s) and next steps
- 2) Modify preferred concept(s) to include appropriate detail to develop order of magnitude cost estimates to include capital costs, operations and maintenance costs.
- 3) Conduct third meeting with UPRR (Meeting #3) to present refinement of proposed commuter and freight concept(s). This meeting is intended to gain UPRR acceptance of the preferred commuter rail system and proposed freight improvements concept and their willingness to work with RTC to advance the proposed project.
- 4) Identify potential grant opportunities
- 5) Develop final planning report to include:
  - a) Documentation of past study efforts (if any have been completed to date)
    - (1) Compile previous analysis and data on proposed corridor
    - (2) Develop summary of findings from previous reports
    - (3) Identify gaps in previous studies
  - b) Stakeholder Engagement/Input
    - (1) Determine local stakeholders and set meetings



- (2) Identify key origins and destinations
  - (3) Develop potential station locations with the cooperation of stakeholders and the conceptual design team
  - (4) Determine service level for commuter rail service. This is assumed to be limited morning and evening operations only to provide commuter services to match shift worker schedules
- c) Current Conditions, in cooperation with the conceptual design team
- (1) Description of existing corridor
  - (2) Physical challenges and choke points (single track and geographical/physical constraints)
  - (3) Right of Way evaluation (to determine properties owned by UPRR)
  - (4) Freight operations in the corridor
- d) Rail Service Planning
- (1) Perform train performance calculations to determine point to point running times
  - (2) Develop service plans by day and time period, including railroad equipment type assumptions
  - (3) Develop detailed timetable in Viriato for the proposed rail service, including station dwell times and layovers
  - (4) Develop Viriato model with UPRR trains included to resolve conflicts and identify slots for future commuter rail service (Note: this assumes that UPRR will provide current train data)
  - (5) Analyze service plan to determine needed infrastructure improvements, in cooperation with the conceptual design team
  - (6) Generate schedule files for Rail Traffic Controller models for future use in modeling the proposed network
  - (7) Prepare service-related inputs for the operations & maintenance (O&M) cost model
  - (8) Develop the rolling stock fleet requirement for the O&M cost model
  - (9) Develop alternatives for Service and Inspection (S&I)/Maintenance facility, in cooperation with the conceptual design team
  - (10) Develop crew requirements and schedules for the O&M cost model
  - (11) Complete the O&M cost model
  - (12) Develop a capital cost model for required infrastructure improvements, railroad equipment and facilities.
- e) Proposed freight improvement required to mitigate commuter service
- f) Proposed new freight business opportunities

**DELIVERABLES:** Draft and Final report (Electronic PDF)

### **TASK 3.0 - CONCEPTUAL DESIGN**

The work under this task will develop a conceptual trackwork design to the level of detail necessary to evaluate the required modifications to implement the proposed commuter rail service. Conceptual design will be developed to identify the project footprint, construction phasing, preliminary quantities, and estimated construction costs for trackwork, signalization, Service and Inspection (S&I)/Maintenance facilities, storage and layover yards and other facilities, stations, and associated improvements required to implement the proposed commuter rail system.

WSP will develop a feasibility-level concept for the rail and facilities infrastructure including required improvements associated with UPRR's Nevada Subdivision mainline between Reno-Sparks and the Tahoe Reno Industrial Center (TRIC). All track design will be in conformance with UPRR mainline standards and other applicable industry standards for joint use passenger and freight rail operations of similar size and operational characteristics.

The effort associated with the conceptual design task will be progressed in parallel with and in support of Task 2.0 - Planning and System Requirements phases as described above to be accomplished in three (3) phases. The level of development at each phase is described below.

This task is anticipated to include the following:

#### Phase 1

- 1) Data Collection and Base Mapping – WSP assumes that RTC will provide any applicable available topographic survey base mapping and aerial imagery related to the cities of Reno and Sparks, and for the Tahoe Reno Industrial Center area for use during this study. WSP also assumes that NDOT will provide applicable topographic survey mapping and aerial imagery associated with the I-80 corridor widening project between Sparks and the TRIC. WSP will also conduct a data search of other available base mapping sources that are relevant to the study purpose and area. WSP will develop a project base map utilizing the best applicable data received for the study. No additional surveys will be progressed for this study.
- 2) Existing Conditions – the engineering team will utilize the base mapping to document the existing conditions including track class of track, locations where a second main track can and cannot be constructed, and structure types and sizes along the alignment that create specific challenges.
- 3) Commuter Rail Concept Alternatives – WSP will develop up to three alternatives for mainline improvements to accommodate the proposed commuter service from Reno/Sparks to TRIC. Alternatives will illustrate the conceptual horizontal alignment with centerline offset from existing mainline and typical sections at critical locations. The alternatives will also illustrate approximate locations for stations, maintenance facility, and storage and layover yards.
- 4) Freight concepts – WSP will develop concept layouts to increase freight rail business opportunities.
  - a) Intermodal facility at TRIC
  - b) Extend freight rail access to key TRIC stakeholders
- 5) Develop presentation materials to support meeting #1 with UPRR to discuss proposed commuter service and freight rail development opportunities.

#### Phase 2

- 1) Address UPRR's comments from meeting #1 and incorporate additional detail to a 10% design level of detail for the preferred alternative. WSP will work directly with RTC to address comments received from UPRR.
- 2) Modify Preferred concept(s) to support development of cost estimates.
- 3) Station and O&M Facility layouts to support planning and cost estimates.
- 4) Develop presentation materials to support meeting #2 with UPRR to present modifications made to address comments.
- 5) Develop 10% conceptual plans – upon conclusion of UPRR meeting #2 and any additional comments, WSP will develop a 10% level design in accordance with UPRR standards for the preferred alternative to include:
  1. Cover Sheet
  2. General Notes
  3. Horizontal Alignment
  4. Vertical Profile

5. Typical Sections at critical locations
  6. UPRR design standards for mainline track improvements
  7. Summary of primary elements and facilities required for proposed improvements
- 6) Submit 10% design package to UPRR for review and one round of revisions based on received comments.
  - 7) Quantity take-offs to support development order of magnitude cost estimates for all planned improvements included in the preferred alternative.

#### Phase 3

- 1) Address UPRR's comments from 10% design submittal and incorporate additional detail to complete the 10% design package to be included in the final report. WSP will work directly with RTC to address comments received from UPRR.

**DELIVERABLES:** Conceptual Plans and Summary Report (Electronic PDF) (Draft and Final)

#### **EXCLUSIONS:**

Services excluded from this Scope of Work include, but are not limited to:

1. Field Survey
2. Geotechnical Exploration and/or Evaluation
3. Subsurface Utility Evaluation (SUE)
4. Permits and associated fees
5. Field work and/or associated project travel
6. Environmental and historical evaluations
7. Public Involvement
8. Grant writing and submission.

#### **ATTACHMENTS**

1. Fee Proposal

Tahoe Reno Industrial Center (TRIC)  
Rail Study  
Schedule

	2024	2025																													
	Dec	Jan	Feb	Mar	Apr	May	Jun																								
<b>Task No</b>																															
<b>Task Description</b>																															
1	Award/NTP																														
	Kick-Off Meeting / Planning Charrette																														
2	Planning and Systems Requirements																														
	Phase 1																														
	TRIC & Stakeholder Meetings																														
	UPRR Meeting #1																														
	Phase 2																														
	TRIC & Stakeholder Meetings																														
	UPRR Meeting #2																														
	ID Grant Opportunities																														
	Phase 3																														
	UPRR Meeting #3																														
	Planning Report																														
3	Conceptual Design																														
	Phase 1																														
	Phase 2																														
	Submit 10% Design Package to UPRR																														
	Phase 3																														

**WSP USA Inc.  
Washoe RTC - TRIC Rail Study  
FEE PROPOSAL - DETAIL - October 17, 2024**

Task Description		Total	
		Hours	Costs
1.0	Project Management and Corrdination	243	\$72,758.39
2.0	Planning and Systems Requirements	1619	\$399,511.61
3.0	Conceptual Design & Cost Estimate	1810	\$304,965.81
	<b>TOTAL</b>	<b>3672</b>	<b>\$777,235.81</b>
	<b>DIRECT COSTS</b>		<b>\$20,282.00</b>
	<b>GRAND TOTAL</b>		<b>\$797,517.81</b>

Phase 1		Phase 2		Phase 3	
Hours	Costs	Hours	Costs	Hours	Costs
107	\$31,622.39	59	\$17,728.67	77	\$23,407.32
807	\$196,032.59	528	\$132,869.01	284	\$70,610.01
1098	\$187,849.30	644	\$107,323.47	68	\$9,793.04
2012	\$415,504.28	1231	\$257,921.16	429	\$103,810.38
	\$8,427.33		\$5,927.33		\$5,927.33
	\$423,931.61		\$263,848.49		\$109,737.71

**WSP USA Inc.**  
**Washoe RTC - TRIC Rail Study**  
**FEE PROPOSAL - DETAIL - October 17, 2024**

		Darwin Desen	Peter Voorhees	Melanie Monarco	Joe Black	Total Hours	Total Cost
	<b>Contract Billable Rates</b>	\$408.15	\$248.84	\$211.37	\$338.36		
<b>NO.</b>	<b>TASK</b>						
<b>1.0</b>	<b>PROJECT MANAGEMENT and COORDINATION</b>						
1	Project Management & Contract Management						
2	Project Kick-Off / Planning Charrette (in person)	16	16	16		48	\$13,893.72
3	Weekly WSP team meetings (via TEAMS)	26	26	26		78	\$22,577.30
4	Bi-Weekly Progress Meetings with RTC (via TEAMS)	13	13	13		39	\$11,288.65
5	In-Person meetings with RTC	16	16	4		36	\$11,357.30
6	Meetings with Caltrans and CCJPA	8	8		8	24	\$7,962.78
7	Final in-person meeting with RTC	8	8	2		18	\$5,678.65
	<b>SUBTOTAL PROJECT MANAGEMENT and COORDINATION</b>	<b>87</b>	<b>87</b>	<b>61</b>	<b>8</b>	<b>243</b>	<b>\$72,758.39</b>

WSP USA Inc.  
Washoe RTC - TRIC Rail Study

FEE PROPOSAL - DETAIL - October 17, 2024

		PM	System Planning	Planning Support	Route & Service Planning	Operations Analysis	Station Area Planning	Multimodal Planning	Fleet Planning	Stations and Facilities	O&M Cost Estimate	CapEx Cost Est	Grant Strategy			Stakeholder Engagement			Enviro Scan							
		Darwin Deesen - PM	Peter Voorhees - System Plann	Hanakura Yu - Planning Suppor	Tim Rosenberger - Route & Ser	Luke Derochers - Ops Analysis	Bryan Robinson - Station Area	Thomas Tumola - Multimodal P	Stephen Jacobs - Fleet Plannin	Jim Gast - Stations & Facilities	Andy Immoth - Stations & Faci	Lauren German - O&M Cost Est	Marco Inmao - O&M Cost Est	Tim Curtin - CapEx Cost Est	Liz Neely - Grant Strategy Lead	Roberto Sierra - Grant Strategy	Alex King - Grant Strategy	Ryan Hawkes - Grant Applicatio	Lee Gibson - Stakeholder Enga	Chad Anson	Art Sperber	Andrea Engelman	Project Admin	Total Hours	Total Cost	
	<b>Contract Billable Rates</b>	\$408.15	\$248.84	\$163.26	\$243.97	\$161.38	\$215.34	\$269.43	\$205.27	\$433.05	\$327.75	\$239.56	\$226.12	\$284.97	\$273.11	\$262.88	\$266.85	\$217.08	\$380.94	\$380.94	\$217.68	\$217.68	\$163.26			
<b>NO.</b>	<b>TASK</b>																									
<b>2.0</b>	<b>PLANNING AND SYSTEM REQUIREMENTS</b>																									
	Planning Phase 1																									
1	Data Collection / Review Previous Studies		1	8		8	8																	25	\$5,641.64	
2	Existing Conditions & Operational Requirements Identification		1	12	12	8	12													40	60	60	40	24	85	\$17,948.90
3	TRIC & Stakeholder Engagement		4	40	16																				244	\$69,271.60
4	Develop commuter system base mainline operational requirements		1	60	60	40	80		24	8	40	24	24	24											385	\$87,319.66
5	Evaluate impacts to existing UPRR operations		1	4		8	16																		29	\$5,937.36
6	Develop freight concepts to mitigate impacts		1	4		4	4																		13	\$3,024.90
7	UPRR Engagement - Meeting #1		8	8	8																		2	26	\$6,888.52	
	Planning Phase 2																									
1	Evaluate UPRR comments from Meeting #1		1	4	4	4	4																		17	\$3,677.94
2	Modify preferred concept(s)		1	4	4	4	8																		21	\$4,323.48
3	Station and O&M Facility concept planning		1	16	56	10		24		8	24	12	12	12											195	\$45,831.69
4	Conduct concept level first and last mile connectivity		1	24		24																			89	\$23,012.82
5	TRIC & Stakeholder Engagement		4	24				40											24	24	24		24	124	\$35,032.52	
6	UPRR Engagement - Meeting #2		8	8	8																		2	26	\$6,888.52	
7	Identify grant opportunities													8	24	8	16								56	\$14,102.04
	Planning Phase 3																									
1	Evaluate UPRR comments from Meeting #2		1	4		4	4																		13	\$3,024.90
2	Modify preferred concept(s)		1	4		4	8																		17	\$3,670.43
3	UPRR Engagement - Meeting #3		8	8	8																		2	26	\$6,888.52	
4	Identify grant opportunities													8	16	8	16								48	\$11,999.02
5	Develop final planning report		4	24	8	8	4	4	4	4	12	8	16	16	4	8			8	8			40	180	\$45,027.14	
	<b>SUBTOTAL</b>	<b>47</b>	<b>256</b>	<b>184</b>	<b>126</b>	<b>148</b>	<b>28</b>	<b>44</b>	<b>24</b>	<b>20</b>	<b>76</b>	<b>44</b>	<b>52</b>	<b>52</b>	<b>20</b>	<b>48</b>	<b>16</b>	<b>32</b>	<b>72</b>	<b>92</b>	<b>84</b>	<b>60</b>	<b>94</b>	<b>1619</b>	<b>\$399,511.61</b>	

**WSP USA Inc.**  
**Washoe RTC - TRIC Rail Study**  
**FEE PROPOSAL - DETAIL - October 17, 2024**

		PM	QA/QC	Eng Lead	Civil	Bridges & Struct	Systems		Track & Civil		Station & Facilities					Total Hours	Total Cost	
		Darwin Desen	Tom Taylor	Melanie Manarco	Mukesh Khadka	Kaushal Shah	Bill Keyes	Patrick Ashley (Signal/Syst)	Jeff Hill (Track/Civil)	Ryan Duffett (Track/Civil)	Jim Gast	Andy Immroth	Mapping Data	CADD	Project Admin			
NO.	TASK	\$408.15	\$261.05	\$211.37	\$326.52	\$310.47	\$361.49	\$227.23	\$178.83	\$109.00	\$433.05	\$327.75	\$190.47	\$98.12	\$163.26	\$0		
<b>3.0</b>	<b>Conceptual Design &amp; Cost Estimate</b>																	
	<b>Phase 1</b>																	
1	Data Collection / Base Map Development			4						24			24	40			93	\$12,365.82
2	Existing Conditions			12		4				24				16			57	\$8,372.45
3	Commuter Rail Concept Alternatives	4	20	50	32	16			60	150	24	40		80			476	\$91,271.01
4	Freight Concepts	4	20	50	32	8			60	150				80			404	\$65,284.22
5	Develop Presentation Materials for UPRR Meeting #1	4		8						16				16	24		68	\$10,555.80
	<b>Phase 2</b>																	
1	Address UPRR Comments from Meeting #1	4		24						24				24	4		80	\$12,329.46
2	Modify preferred concept(s)	2		8						24				24			58	\$7,478.22
3	Station and O&M Facility layouts	2									16	24		24			66	\$17,965.88
4	Develop Presentation Materials for UPRR Meeting #2	4		8						16				16	24		68	\$10,555.80
5	Develop 10% Concept Plans for Preferred Alternative	4	24	24	8	8	4	24	24	100				60			280	\$46,045.56
6	Submit 10% design to UPRR	2		8						16				16	8		50	\$7,127.32
7	Quantity take-offs to support Cost Estimate	2		8						16				16			42	\$5,821.23
	<b>Phase 3</b>																	
1	Address UPRR comments from 10% design package submittal	4		12						24				24	4		68	\$9,793.04
	<b>SUBTOTAL</b>	<b>38</b>	<b>64</b>	<b>216</b>	<b>72</b>	<b>36</b>	<b>4</b>	<b>24</b>	<b>144</b>	<b>584</b>	<b>40</b>	<b>64</b>	<b>24</b>	<b>436</b>	<b>64</b>		<b>1810</b>	<b>\$304,965.81</b>



DIRECT COSTS								
ITEM						Quantity	Rate	TOTAL COST
Xerox Copies							\$0.20	\$0.00
Postage (not to exceed Current Federal Rates)							\$0.50	\$0.00
Overnight (Fed-Ex)							\$25.00	\$0.00
Courier Service							\$25.00	\$0.00
Reproduction - Plans (11" x 17" Sheets x 50 Sheets/Set)							\$10.00	\$0.00
<b>Subtotal Directs (non-Travel)</b>								<b>\$0.00</b>
<b>Task Related Expenses</b>								
Topographic Mapping and Aerial Imagery								\$2,500.00
								<b>\$2,500.00</b>
	Kick-Off Meeting	In-Person Meeting #1	In-Person Meeting #2	Final Presentation				
<b>Travel</b>								
Days/Trip	2	2	2	2				
Staff/Trip	3	3	3	3				
Air Fare	3	3	3	3		12	\$800.00	\$9,600.00
Lodging (Days)	6	6	6	6		24	\$200.00	\$4,800.00
Meals (Days)	6	6	6	6		24	\$60.00	\$1,440.00
Auto Rental including fuel (Days)	2	2	2	2		8	\$150.00	\$1,200.00
Taxi / Ground Transportation						0	\$24.00	\$0.00
Tolls						0	\$50.00	\$0.00
Parking (Days)	6	6	6	6		24	\$20.00	\$480.00
Mileage	100	100	100	100		400	\$0.655	\$262.00
Equipment Rental						0	\$200.000	\$0.00
<b>Subtotal Travel</b>								<b>\$17,782.00</b>
<b>TOTAL ODC's</b>								<b>\$20,282.00</b>

## **Exhibit B Insurance and Indemnification**

### **INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS**

#### **1. INTRODUCTION**

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

#### **2. INDEMNIFICATION**

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

- A. Any breach of duty, neglect, error, misstatement, misleading statement or omission committed in the conduct of CONSULTANT'S profession, work or services rendered by (i) CONSULTANT, its employees, agents, officers, or directors, (ii) subconsultants (hereafter, "Subs"), or (iii) anyone else for which CONSULTANT may be legally responsible; and
- B. The negligent acts of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONSULTANT.

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

If the Indemnitees are involved in defending actions, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

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

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

### **6. SUBCONSULTANTS & SUBCONTRACTORS**

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract

or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

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

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

## **8. ACCEPTABILITY OF INSURERS**

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

## **9. OTHER CONDITIONS**

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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