



**NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY
("V&T Railway Commission")
Agenda Report**

Date Submitted: 04/23/21

Meeting Date Requested: 04/29/21

Time Requested: 5 Minutes

To: NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY Commissioners

From: David Peterson (dpeterson@visitcarsoncity.com)

Subject Title: Discussion and possible action regarding approval of Contract No. FY21-C002 with K.L. Dorr Consulting, LLC, for general engineering and track maintenance, for a total not to exceed amount of \$55,300.00.

Staff Summary: On March 25, 2021, the V&T Commission Vice Chair Mitchell moved to instruct the various members of this Commission to review, and possibly to bring back, for updates, the various contracts that the V&T Commission has. K.L. Dorr Consulting, LLC will provide general engineering and track maintenance as specified in Exhibit A "Scope of Work" and Exhibit B "Proposal for Engineering Service", upon approval of the Commission through June 30, 2023.

Type of Action Requested:

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

Recommended Board Action:

I move to award Contract No. FY21-C002 to K.L. Dorr Consulting, LLC.

Applicable Statute, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: \$55,300.00

Explanation of Impact: If approved, the contract will decrease the professional services account in FY21, FY22 & FY23.

Funding Source: 53070-000 Professional Services

Supporting Material/Attachments: Contract No. FY21-C002 with K.L. Dorr Consulting, LLC

Prepared By: Chris Kipp, Carson City Culture & Tourism Authority's Operations Manager

A Contract Between

“Commission”:	Nevada Commission for the Reconstruction of the V&T Railway, a political subdivision of the State of Nevada
Address:	P.O. Box 1711
City, State, Zip Code:	Carson City, NV 89702
Contact:	David Peterson, Chairman
Phone:	775-686-9037
Fax:	
Email:	dpeterson@visitcarsoncity.com

and

“Contractor”:	K.L. Dorr Consulting, LLC
Address:	18115 Lake Vista Road
City, State, Zip Code:	Carson City, NV 89704
Contact:	Ken Dorr
Phone:	775-721-2020
Fax:	
Email:	Ken.Dorr@gmail.com

WHEREAS, no contract or agreement concerning the duties, responsibilities and/or Scope of Work by or between the Engineer and the Commission presently exists; and

WHEREAS, the Commission desires to employ the services of the Engineer for the intended work of engineering support services as well as the continuation of Engineer to act as the designated Engineer for the Commission; and

WHEREAS, the Commission and Engineer agree that Engineer shall be compensated for all services rendered as herein below set forth; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the Commission

NOW THEREFORE, in consideration of the aforesaid premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*.

Effective from:	Upon approval of the Commission, expected to be April 29, 2021	To:	June 30, 2023
-----------------	---	-----	----------------------

- NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:
See Exhibit A “Scope of Work” and Exhibit B “Proposal for Engineering Service”

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the Commission under this Contract, shall be void and unenforceable.

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted in the “Fee Schedule” attached to Exhibit B and the “Maintenance-of-Way Fee Estimate” in Exhibit C.

Total Contract Not to Exceed:	\$55,300
-------------------------------	----------

The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any).

5. **BILLING SUBMISSION AND PAYMENTS: TIMELINESS.**

A. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the Commission is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the Commission no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the Commission of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

B. The Commission agrees to make payments to Engineer within thirty (30) days after Engineer submits an invoice reflecting the principal engineering services, drafting services and reimbursable expenses devoted to the project by Engineer.

6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the Commission sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the Commission.

7. **CONTRACT TERMINATION.**

C. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The Commission unilaterally may terminate this contract without cause by giving not less than thirty (30) days’ notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the Commission, Contractor shall use its best efforts to minimize cost to the Commission and Contractor will not be paid for any cost that Contractor could have avoided.

D. Commission Termination for Non-Appropriation. The continuation of this Contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available. The Commission may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Commission’s funding from State, local government and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

E. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Subsection 7F*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the Commission materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the Commission that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the Commission with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the Commission that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

F. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in **Section 2, Notice**, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under **Subsection 7C**, above, shall run concurrently, unless the notice expressly states otherwise.

8. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour.
9. **LIMITED LIABILITY**. The Commission will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any Commission breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
10. **INDEMNIFICATION AND DEFENSE**. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Commission's right to participate, the Commission from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the Commission shall apply in all cases except for claims arising solely from the Commission's own negligence or willful misconduct. Contractor waives any rights of subrogation against the Commission. Contractor's duty to defend begins when the Commission requests defense of any claim arising from this Contract.
11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS**. Contractor represents that it is an independent contractor, as defined in 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the Commission will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the Commission incurs any employment liability for the work under this Contract; Contractor will reimburse the Commission for that liability.
12. **INSURANCE SCHEDULE**. The Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the Commission, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to

Contractor's automobile and general liability policies, the Commission shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Commission.

A. Workers' Compensation and Employer's Liability Insurance.

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the Commission a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|--|-------------|
| 1) General Aggregate | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury | \$1,000,000 |
| 4) Each Occurrence | \$1,000,000 |

C. Professional Liability/Errors and Omissions Liability. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- | | |
|---------------------|-------------|
| 1) Each Claim | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

Mail all required insurance documents to the Commission at the address identified on page one of the Contract.

13. PERMITS AND REGULATIONS. Before commencing with the performance of any work under this Contract, the Contractor shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, the Engineer shall give all notices and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereinafter in effect promulgated by any federal, state, county, or other governmental authority with jurisdiction over the Commission's railroad operation, track and appurtenances. If required, Engineer agrees to obtain a Carson City, Storey County and/or Lyon County business license and provide a copy of same to the Commission upon its request.

14. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

15. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

16. OWNERSHIP OF PROPRIETARY INFORMATION.

A. Any data or information provided by the Commission to Contractor and any documents or materials provided by the Commission to Contractor in the course of this Contract ("Commission Materials") shall be and remain the exclusive property of the Commission and all such Commission Materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract.

B. The drawings, specifications and other documents prepared by Engineer for the Commission ("Engineer Materials") are instruments of the Engineer's service for use solely with respect to the Commission's railroad track and operation, and, unless otherwise provided, the Engineer shall be deemed to be the author of these documents and shall retain all common law and statutory and other reserved rights, including the copyright. The Commission shall be permitted to retain copies, including reproducible copies of the Engineer Materials for information and

reference in connection with the Commission's railroad operation and track. The Engineer Materials shall not be used by the Commission or others without the express permission of the engineer.

17. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
18. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
19. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
20. **ASSIGNMENT AND SUBCONTRACTING.** This Agreement shall not be assigned by either the Commission or the Engineer without the prior written consent of the other party to this Agreement. The Engineer shall not subcontract any substantial portion of this Agreement without the Commission's prior written consent.
21. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This Contract, and any amendments, may be executed in counterparts.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

K.L.DORRCONSULTING,LLC

Date

Independent Contractor's Name and Title

NEVADACOMMISSION FOR
THE RECONSTRUCTION OF
THE V&T RAILWAY

Date

Name and Title

Approved as to form by:

Counsel for the Commission

On: _____

Date

ACKNOWLEDGEMENT

STATE OF NEVADA)
)ss.
CITY OF CARSON)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF NEVADA)
)ss.
CITY OF CARSON)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT “A”

COMMISSION'S RESPONSIBILITIES

The Commission shall provide all requested information to the Engineer in a timely manner.

The Commission shall designate one representative who is authorized to act on the Commission's behalf with respect to the Engineer's services. The authorized representative shall render decisions on documents and requests submitted by the Engineer in a timely manner in order to avoid unreasonable delay and the orderly and sequential progress of the Engineer's services.

The Commission has designated the Chairman as its representative at the address at the top of the Contract.

CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities are outlined in the proposal response in Exhibit B.

February 12, 2021

David Peterson - Chairman
Nevada Commission for the Reconstruction of the V&T Railway (VTRW)
P.O. Box 1711
Carson City, NV 89702

RE: Proposal for Engineering Service

Dear David:

KL Dorr Consulting LLC is pleased to present this proposal for Engineering Services to the Nevada Commission for the Reconstruction of the V&T Railway (VTRW). This proposal provides for General Engineering Services as needed and as authorized and for providing Maintenance-of-Way Supervision Services for the VTRW.

General Engineering Services:

Work under this proposal will include General Engineering Services not related to Track and Right-of-Way Maintenance. This work includes acting as the VTRW representative for contacts with governmental agencies as necessary to coordinate Agency/VTRW construction or maintenance work in areas of jurisdictional overlap or conflict. This work also includes coordination with Train Service and Railbike Operations as required and issuing Operation Bulletins on behalf of the VTRW as directed.

We will also provide Project Coordination and Project Management work for Capital Improvements and major Maintenance Contact Work as requested by and as authorized by the VTRW as part of the General Engineering Services.

Maintenance-of-Way (MOW) Supervision Services:

Work under this proposal also includes Maintenance-of- Way Supervision, Budget Assistance, Supervision and Review of Track Inspections, regular and yearly Maintenance Work and providing the yearly Bridge and Structure Inspection as required for the VTRW. Please refer to the attached "Maintenance-of-Way Supervision Requirements and Fee Estimate" for a detailed list of these responsibilities we are proposing to undertake.

Estimated Annual Fee:

We are proposing that the engineering services under this contract be paid on a Time & Material Basis in accordance with the attached Fee Schedule. Our estimate for the work described above and on the attachment is summarized as follows:

- General Engineering Services: \$ 6,000
- Maintenance-of-Way Supervision Services \$24,900*

** Includes 2021 Overman Embankment Settlement Monitoring Survey/Report and 2021 Annual Bridge & Structures Inspection/Report*

Thank you again for the opportunity to work with the VTRW and to provide Engineering Services for the V&T Railway Project. Should you have any questions or require additional information, please don't hesitate to call me at (775) 721-2020 or by email at ken.dorr@gmail.com.

Sincerely,



Kenneth L. Dorr, P.E.
Owner - KL Dorr Consulting LLC

FEE SCHEDULE

Schedule of Time and Material Rates
February 12, 2021

CATEGORY	CURRENT RATES
Principal Engineer	\$150.00 per hour
Drafting Services	\$ 90.00 per hour
Administrative Services	\$ 45.00 per hour
Reimbursables and Sub-Consultant Expenses	Cost plus 10%

**The Nevada Commission for the Reconstruction of the V&T Railway (VTRW)
Maintenance-of-Way (MOW) Supervision Requirements and Fee Estimate
12-Apr-21**

General Description

The Officer assigned by the VTRW as Maintenance-of-Way Supervisor (MOW Supervisor) shall, in general, be responsible for ensuring that the VTRW Facility, located in Storey, Lyon and Carson City Counties, Nevada, including Right-of-Way, Railroad Tracks and Appurtenances, Linehan Road Crossing Warning Signal, US 50 Bridge including Lighting, Tunnel #2, Drainage Culverts and Appurtenances, Embankment and Cut Slopes, Drainage Ditches, At Grade Road/Highway Crossings, Track and Road Signage remain in a safe state of repair consistent with Nevada State and Federal Requirements. Specific Federal Requirements include the portions of the Code of Federal Regulations Title 49, Transportation, Parts 200 to 299 applicable to Tourist Railroads as identified by the Federal Railroad Administration (FRA) or by Special Order issued by that Agency. VTRW shall be maintained to FRA Class 2 Track Safety Standards per agreement with FHWA. Responsibilities do not include Eastgate Depot Buildings, Parking Area or Utility maintenance supervision.

Minimum Qualifications

MOW Supervisor must have, at a minimum, the qualifications identified in Paragraph 213.7 "Designation of qualified personnel to supervise certain renewals and inspect track" as contained in the Code of Federal Regulations, Title 49, Transportation, Parts 200 to 299. MOW Supervisor must have a demonstrated knowledge of the Requirements and Penalties applicable to the VTRW as contained in the Code of Federal Regulations, Title 49, Transportation, Parts 200 to 299. MOW Supervisor must also have a demonstrated knowledge of VTRW Track, Right-of-Way, Structures and overall Topography effecting the Railroad between Carson City and Gold Hill, Nevada.

MOW Supervisor Responsibilities

Specific MOW Supervisor Responsibilities include but are not limited to the following:

Item #	Name	Description	KLD Estimated Hours	Estimated Cost	Comments
1	Track & Signal Inspections	Coordinate required inspections, review and approve inspection reports and ensure reports are filed at designated VTRW storage location. Call Special Inspections when warranted by weather or other conditions. Personally inspect track by hi-rail vehicle or train monthly.	20	\$3,000	
2	Track Inspector List	Maintain List of qualified individuals authorized to inspect track in accordance with Federal Regulations. Ensure list is filed at designated VTRW storage location	1	\$150	
3	Annual Bridge & Structure Inspections	Conduct Annual Bridge and Structure Inspections including coordination of Inspector Services Contract with VTRW Commission. Review Annual Report and ensure reports are filed at designated VTRW storage location. Prioritize Maintenance Work based on Annual Inspection Conditions Noted and budget availability. Coordinate Bridge Inspection with NDOT Semi-Annual Inspections of Bridge.	4	\$7,000	<i>This Annual Survey includes Sub-Consultant Inspection Work by Kent Hanford (Hanford Consulting), Gary Luce (Wood Rodgers), and Structural Engineering Review by Keith Schaffer (RCI). This is a yearly expense.</i>
4	BSMP Update/ Audit	Update the Bridge and Structures Management Plan (BSMP) immediately to reflect individuals assigned as responsible parties including Principal Railroad Engineer; Railroad Bridge Engineer, Inspector, Supervisor; Railroad Tunnel Engineer, Inspector and Supervisor. Ensure BSMP is filed at designated VTRW storage location.	2	\$300	<i>This is not a recurring expense.</i>
5	Special FRA and NVPUC Inspections	Act as VTRW representative on all FRA and NVPUC Inspections as requested by those Agencies.	4	\$600	
6	Track Speed & Slow Orders	Maintain and distribute VTRW Timetable operating Speeds to all personnel and Operators using track. Issues Slow Orders Bulletins as required for conditions requiring operating speeds less than Timetable Speeds.	2	\$300	
7	MOW Work Assignment and Budget Control	Assign Track and Facility maintenance work to designated Track Maintenance Contractor in accordance with authorized budget amounts. Issue Purchase Orders for equipment rentals and material purchases as necessary within approved budgetary amounts. Review and recommend approval/denial of all MOW related Invoices. Coordinate regular/yearly track maintenance work including Vegetation Control/Pre-Emergent Application and Joint Oiling Program. Joint Oiling Program consists of Joint Bar Lubrication, Bolt re-tensioning, anchor resetting and spike plugging/re-spiking for one-third of mainline each year. Coordinate Track Maintenance within approved yearly budget for identified "Rough Spots" as required to maintain Timetable Speeds and FRA Class 2 Track Safety Standards as required by agreement with FHWA. Track all Calendar Year Expenses in "Spread Sheet" format.	40	\$6,000	
8	Annual MOW Budget Preparation	Prepare Annual Budget Request based on Calendar Year for Consideration by VTRW Commission, Prepare Budget Augmentation Requests as required for work exceeding approved Budget.	4	\$600	
9	Emergency Response	Coordinate Emergency Response to Track Obstructions, Encroachments or Storm/Weather or other damage as required.	3	\$450	
10	Overman Embankment Monitoring	Physically Monitor and periodically coordinate formal field survey the Overman Embankment Settlement. Provide recommendation to Commission when major repairs are required and identify major repair alternatives.	16	\$6,500	<i>This Monitoring Survey includes Sub-Consultant Work by Gary Luce (Geotechnical - Wood Rodgers) and Field Surveying (Manhard Consulting). This is not a recurring expense but should be expected to be warranted every 2 years +/- until major Reconstruction is required.</i>
11	Ultra-Sonic Rail Inspection	Coordinate Ultrasonic Rail Inspection Contract Work for mainline track once every four years. Coordinate with VTRR for cost sharing based on mainline percentage. Establish budget item as necessary based on the four year testing interval. Coordinate Track Maintenance Contractor to support Ultrasonic Rail Inspection and to provide appropriate corrective action for defective rails as identified in Federal Regulations.	0	\$0	<i>The Ultrasonic Rail Inspection occurs on a 4-year interval with the next inspection due in 2022. This work will be contracted directly to the Commission at an estimated 2022 cost of \$7000 - \$8000.</i>
12	VTRW Board Meetings	Attend VTRW Board Meetings and/or prepare MOW Supervisors Report as requested by VTRW Commission Chairman	0	\$0	<i>No Charge for attendance at VTRW Board Meeting (Estimated 6 meetings/year)</i>
Total Estimated MOW Supervisor Cost (NIC General Engineering Cost)			96	\$24,900	<i>Includes 2021 Overman Embankment Settlement Survey</i>

Note the MOW Supervisors Estimated Fees do not include General Engineering Work not related to MOW Maintenance. This estimate does not include preparation of engineering plans and formal contract documents as may be necessary and as approved by VTRW Commission for special maintenance or Capitol Improvement work