

**Location:**



**RENO TRANSPORTATION COMMISSION**  
**1105 Terminal Way, 1<sup>st</sup> Floor Great Room, Reno, NV**  
**Date/Time: 10:00 A.M., Friday, May 19, 2023**

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

- I. The Regional Transportation Commission Great Room is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: [www.rtcwashoe.com](http://www.rtcwashoe.com).
  - II. This meeting will be televised live and replayed on RTC's YouTube channel at: [bit.ly/RTCWashoeYouTube](https://bit.ly/RTCWashoeYouTube)
  - III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) submitting comments via online Public Comment Form ([www.rtcwashoe.com/about/contact/contact-form/](http://www.rtcwashoe.com/about/contact/contact-form/)); (2) emailing comments to: [rtcpubliccomments@rtcwashoe.com](mailto:rtcpubliccomments@rtcwashoe.com); or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
  - IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
  - V. The supporting materials for the meeting will be available at [www.rtcwashoe.com/meetings/](http://www.rtcwashoe.com/meetings/). In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com).
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1. **Call to Order:**
    - 1.1. Roll Call
    - 1.2. Pledge of Allegiance
  2. **Public Comment:** *Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners*
  3. **Approval of Agenda (For Possible Action):**
  4. **Consent Items (For Possible Action):**
    - 4.1. Minutes
      - 4.1.1 Approve minutes from the March 17, 2023 Board Retreat. (For Possible Action)
      - 4.1.2 Approve minutes from the April 21, 2023 Board meeting. (For Possible Action)
    - 4.2. Reports
      - 4.2.1 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
      - 4.2.2 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)

- 4.2.3 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
- 4.2.4 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Report. (For Possible Action)

4.3. Planning Department

- 4.3.1 Approve the Fiscal Year (FY) 2024 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA). (For Possible Action)
- 4.3.2 Approve Cooperative Agreement No. PR207-23-802 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for fiscal year (FY) 2024 federal metropolitan planning funds. (For Possible Action)

4.4. Engineering Department

- 4.4.1 Approve an Interlocal Cooperative Agreement with the University of Nevada Reno (UNR) Civil Engineering Department to provide funding for UNR's Transportation Research Program, in an amount not-to-exceed \$200,000. (For Possible Action)
- 4.4.2 Approve a contract with HDR, Inc., for design services and engineering during construction for the 2023 Bridge Maintenance project, in an amount not-to-exceed \$272,103. (For Possible Action)
- 4.4.3 Approve a contract with Kimley-Horn and Associates, Inc., for design services and optional engineering during construction for the Veterans Roundabout Modifications project located at the intersection of Geiger Grade Road and Veterans Parkway, in an amount not-to-exceed \$329,365. (For Possible Action)
- 4.4.4 Approve a contract with Kimley-Horn and Associates, Inc., for traffic analysis, engineering design services, and optional engineering during construction for the Traffic Signal Modifications 24-01 project, in an amount not-to-exceed \$531,560. (For Possible Action)
- 4.4.5 Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Lemmon Drive Traffic Improvements and Resiliency Project. (For Possible Action)
- 4.4.6 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between RTC, Dandini Spectrum Holdings, LLC, and the City of Reno for RRIF Waivers for offset-eligible improvements to be made to the intersections of Parr Boulevard, Dandini Boulevard, and the US 395 Ramps, and authorize the Executive Director to execute the agreement. (For Possible Action)

4.5. Public transportation/Operations Department

- 4.5.1 Approve a 12-month service agreement with RFI Communications & Security Systems for maintenance and repair of RTC security systems, in an amount not-to-exceed \$122,984.54. (For Possible Action)

**5. Public Hearing:**

- 5.1. Conduct a public hearing on the FY 2024 RTC Final Budget; approve the FY 2024 RTC Final Budget. (For Possible Action)
  - a. Staff presentation
  - b. Public hearing
  - c. Action

**6. Discussion Items and Presentations:**

- 6.1. Acknowledge receipt of a report regarding the RTC Bus Stop Improvement & Connectivity Program. (For Possible Action)
- 6.2. Acknowledge receipt of the 2022 Annual Report. (For Possible Action)
- 6.3. Evaluate the performance of the RTC Executive Director as it pertains to the proper duties of the position and accomplishments for Fiscal Year 2023 and adjust compensation accordingly. (For Possible Action)
- 6.4. Rate the Regional Transportation Commission overall agency performance for Fiscal Year 2023 (i.e., July 1, 2022 to June 30, 2023) (For Possible Action)

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

- 7.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.
- 7.2. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.
- 7.3. Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason - no action will be taken.

**8. Commissioner Announcements and Updates:** *Announcements and updates to include requests for information or topics for future agendas. No deliberation or action will take place on this item.*

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

**10. Adjournment (For Possible Action):**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

**SUBJECT: Meeting Minutes from the March 17, 2023 Board Retreat**

**RECOMMENDED ACTION**

Approve minutes from the March 17, 2023 Board Retreat. (For Possible Action)

**BACKGROUND AND DISCUSSION**

See Attached for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA  
BOARD WORKSHOP**

**FRIDAY**

**9:03 A.M.**

**March 17, 2023**

**PRESENT:**

**Ed Lawson, Mayor of Sparks, Chair  
Alexis Hill, Washoe County Commissioner  
Hillary Schieve, Mayor of Reno  
Devon Reese, City of Reno Vice Mayor**

**Bill Thomas, RTC Executive Director  
Adam Spear, Legal Counsel  
Tracy Larkin Thomason, Director of NDOT (Arrived 9:06 a.m.)**

**Dale Keller, Director of Engineering  
Mark Maloney, Director of Public Transportation/Operations  
Christian Schonlau, Director of Finance/CFO  
Dan Doenges, Director of Planning  
Laura Freed, Director of Administrative Services**

The annual Board Workshop meeting was held at the Reno Sparks Convention Center, Rooms C2/C3, and was called to order by Chair Lawson. Following the Pledge of Allegiance and roll call, which included RTC Directors, the Board conducted the following business:

**NO ACTION WAS TAKEN AT THIS WORKSHOP  
EXCEPT TO APPROVE THE AGENDA AND TO ADJOURN**

**1. CALL TO ORDER**

**2. PUBLIC COMMENT**

No public comments were made.

**3. APPROVAL OF AGENDA**

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

**4. WORKSHOP**

**4.1 Opening Remarks from Chair Lawson**

Chair Lawson gave opening remarks to set goals for the retreat, including identifying a vision for our Region and how to lead the Agency into the future. This

included having a regional mindset rather than specifically for the City of Reno, City of Sparks or Washoe County.

Erica Olsen welcomed everyone to the workshop. She invited the Board participate in an activity to envision what the future might look like, and to help inform decision making on a variety of levels. Key themes from the visioning exercise were as follows:

- North Valleys Congestion
- Pursue new and innovative ideas
- Get after downtown walkable/bikeable connected
- We are delivering customer service, customer experience, rider experience, etc.
- Following up on a public transportation session
- Diversifying our outreach

Erica Olsen referred everyone to the Board Retreat packet that everyone had a copy of, as well as what was also to be presented on the screens for visual reference. Erica also reviewed the agenda for the day.

#### **4.2 Board Norms, Procedures and Operations – Chair Lawson**

Mayor Lawson spoke to his goals for Board norms and operations. Specifically, to get to two-hour Board meeting or less, beginning meetings at 10:00 AM, and having Commissioners vote to place items onto an agenda. The example was given that if a Commissioner wants more information on Plumb Lane, but they are the only Commissioner that wants that information, that discussion could take place offsite. The expressed goal of these changes is to enhance efficiency for the Board, and to maintain focus on the things that are most important.

#### **4.3 STRATEGIC PLANNING MODEL**

Erica Olsen gave a recap on the Strategic Planning Model for RTC. The Strategic Plan currently has four overarching goals. These four goals came about based on last year's retreat in January, and the retreat was anchored on those, along with the themes from interview with the Board Members ahead of the retreat.

Bill Thomas provided big picture of what RTC does, and how RTC does it. It was discussed that projects are not a one-touch, one point in time decision. There are multiple touchpoints for the Board, multiple times along the journey of a project where things can be altered and adjusted, or priorities changed. Bill Thomas requested the Board's help to think regionally. He expressed the RTC team's priority of working very closely with the local governments and that the Agency is most successful in creating a collaborative culture.

Bill Thomas reviewed challenges the Agency is facing, including decreased per capita fuel consumption, the cyclical nature of sales tax, workforce issues with consultants, designers, and contract providers, increasing pressure from the local

agencies and NDOT for RTC to fill gaps, and Federal policy change regarding funding capacity projects, and multi-county transportation issues.

Adam Spear lead the Board through work that was done on the 2022 Board retreat strategy goal related to RTC's regional role. He introduced that at the 2022 Board retreat, the Board discussed regional roles and responsibilities with regard to anticipating and meeting roadway needs in the region. To address this Strategic Roadmap goal, staff reviewed the overall process, not just RTC's roles and responsibilities, and with extensive internal discussion, compiled and analyzed multiple plans, documents and other available information. Staff also reached out and talked to regional partners and, ultimately, created the report that was sent to the Board in the packet, which is the current state of the process that addresses categories of roadways, roadway needs, how needs are determined, available funding sources, and decision-making processes. The report includes seven initial opportunities that staff has identified to improve that process and the Board expressed interest in staff looking into these opportunities further.

Next, the following bullet points were discussed:

- **Improve Our Community's Network Experience** – Bill Thomas/Dan Doenges

Dan Doenges reviewed the Guiding Principles in the RTP, input points for the Board and local jurisdiction staff, and what the next RTP update will look like, specifically with the inclusion of scenario planning. The Board responded positively to the inclusion of scenario planning in the next RTP and also asked that staff work in FY2024 to improve public engagement by making the process both inclusive and community-minded and demystifying the planning process for all stakeholders.

- **Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs** – Dale Keller

Dale Keller presented more in-depth information on some of the seven opportunities outlined in the Regional Role report. This included the completion of a new Street & Highway Policy, maintenance and construction of local, regional, and state roadways, the ITS Master Plan, and active traffic management options. The Board affirmatively wished to pursue the creation of a regional traffic management center similar to the one operating in Las Vegas. The Board agreed with the roles that RTC is taking on and also encouraged further conversations between staff at RTC and NDOT regarding projects that could be worked on together.

- **Financial and Organizational Stewardship** – Bill Thomas/Christian Schonlau

Christian Schonlau presented a brief overview of the Agency’s revenues and expenses, along with the community impact of project expenses. The Board asked questions about bonding capacity and strategy. Christian Schonlau facilitated a discussion regarding the use of a 5-year fund map to encompass the RTIP, RRIF CIP, and financial plan. The Board agreed that approaching a 5-year project funding concept similar to TRFMA would be beneficial. The tool should ultimately allow the Board to know where Agency funding is at any time during the year.

Christian Schonlau also discussed fuel tax uncertainty with the Board, including the increase in vehicle miles per capita and the decrease in gallons purchased per capita. The Board requested that RTC staff actively take part in Road User Charge (RUC) conversations, starting now, to benefit the future planning of fuel tax.

- **Re-Build Public Transportation** – Mark Maloney

The final presentation of this retreat was presented by Mark Maloney and focused on public transportation. The Board was provided with an overview of both the public transportation system and the public transit planning process. The TOPS Pillars, upcoming TRANSIT APP, TOPS Marketing Plan, and contractor success measures were reviewed with the Board. The Board had an active discussion on this topic, which included a performance dashboard to provide a high-level view of overall performance by Keolis to be presented to the Board and a future, larger Board workshop on public transportation. They requested that staff also direct the contractor to conduct regular surveys of bus drivers and other staff. The Board stated desired future goals of having deeper understanding of public transportation, and to increase RTC’s reach to diverse populations of our community through increased marketing and communication.

Erica Olson summarized the key points made during the workshop as follows:

- Plan for the Future is something we all want.
- Envisioning where this community wants to go.
- Making use of what we value.
- Smart public engagement earlier in the process. Demystifying the planning process.
- Possibly replacing some of our acronyms so it’s easier to understand.
- Being a partner in completing projects as needed. Specifically, the state roads.
- Move towards a regional approach to traffic management.
- Continue to advocate for regional funding.
- Be on the forefront of the conversation with fuel tax.



**5. PUBLIC COMMENT**

Ky Plaskon, Truckee Meadows Bike Alliance said it's been really refreshing to hear all of these ideas that you've brought to the table and sit in the back and listen. I think follow through is a key element that was brought up. We need to look at some of our past experiences if we're going to understand how we can correct them. Downtown has a safety problem and we're working towards fixing that, which is refreshing and wonderful and we support that. Safety downtown is the number one thing for the Placemaking Study. We would like to lift the pause on the Center Street Cycle Track and move towards safety downtown immediately with the project that's on the table, that would be wonderful. Slower speeds would be welcome.

**6. ADJOURNMENT** (*For Possible Action*)

There being no further business to come before the Board, the meeting adjourned at 2:03 p.m.

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ED LAWSON, Chair  
Regional Transportation Commission

*Presentations copies are available upon request. Contact [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com).*



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.1.2

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

**SUBJECT: Meeting minutes from the April 21, 2023 Board Meeting**

**RECOMMENDED ACTION**

Approve minutes from the April 21, 2023 Board meeting. (For Possible Action)

**BACKGROUND AND DISCUSSION**

See Attached for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**10:00 A.M.**

**April 21, 2023**

**PRESENT:**

**Ed Lawson, Mayor of Sparks, Chair  
Alexis Hill, Washoe County Commissioner  
Mariluz Garcia, Washoe County Commissioner  
Hillary Schieve, Mayor of Reno  
Naomi Duerr (Alternate)**

**Bill Thomas, RTC Executive Director  
Adam Spear, RTC Legal Counsel  
Tracy Larkin Thomason, Director of NDOT**

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

***Item 1           CALL TO ORDER***

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

***Item 2           PUBLIC INPUT***

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

Mr. Ky Plaskon, Truckee Meadows Bicycle Alliance, said they were looking forward to the Micromobility Study, Item 5.5, this morning. Micromobility is about a network, not just one street and it should always be about a network. The Micromobility network and study of downtown should also include projects that are already in the works, i.e. University Way, Center Street Cycle Track, and also in the Active Transportation Plan. Any Placemaking Study that moves forward should include the Dutch Cycling Embassy (DCE) recommendations as well. They are in the report and they are produced by local engineers from this agency. We brought the DCE here and we've been waiting for the report to be included in all of these studies, but it is consistently not included. We would like all future Micromobility reports to incorporate lessons from the DCE workshop, a report for the Board on how the DCE lessons are learned by RTC Engineers, and how they are going to be incorporated into the Active Transportation Plan.

Ms. Donna Clontz, local resident with the Senior Coalition, Age Friendly Communities thanked RTC staff member Susi Trinidad for all of her help with our Senior Resource Fairs that we are putting on once a month. We've seen about 350 seniors at these events since November. Susi brought a FlexRIDE van to the event and we introduce seniors to what it is to be part of that system and ride those vans. I also wanted to thank Susi for helping us bring about 35 seniors to

Senior Day at the Legislature two weeks ago. We had over 60 seniors come to the event where they learned about the issues at the Legislature for senior programs. Our next two Resource Fairs will be up at the Spanish Springs Library, which is inside the bubble of the FlexRIDE area up there in the North Valleys. We also wanted to invite you to the Older Americas Resource Fair is May 3<sup>rd</sup> at 9<sup>th</sup> Street.

Leo Horishny submitted written comment via email March 17, 2023, at 3:25 p.m. as follows: My name is Leo Horishny, and this is public comment for the next city council and/or RTC board meeting. The placemaking study in downtown Reno is complete. The results are clear. People want safety downtown NOW. Thank you for the plans to put buffered bike paths on Virginia Street. But people want bike paths on Center AND Virginia and when Virginia closes for special events, people need a safe detour on bikes and scooters. Now that placemaking is done, keep your word and finish what you started with the Center Street Cycletrack. RTC Board members and City Councilmembers should ask the RTC Executive Director to lift the "pause" on Center Street to make a safer downtown now for the benefit of children, families, students, and workers. Placemaking showed that people want safety and bike lanes downtown, so make it happen fast. I also call on local governments to plan and ensure that these pieces of cycling infrastructure are cleaned, maintained, and kept safe and usable for riders.

Christine Anderson submitted written comment via email March 20, 2023, at 11:16 a.m. as follows: The placemaking study for downtown Reno is now complete, & the public clearly supports bike infrastructure. Most families and individuals feel much safer and are more interested in riding bikes as transportation with a separated cycletrack and not just bike lanes. While buffered bike paths on Virginia Street are great, a separated cycletrack on Center Street is still necessary to help all users feel more comfortable using bicycles as transportation. Please lift the "pause" on the Center Street Cycletrack and begin work as soon as possible. Thank you!

Sheree Schexnayder submitted written comment via email April 4, 2023, at 8:32 a.m. as follows: Your security guard on staff whenever are exposing my survival skills.

Sheree Schexnayder submitted written comment via email April 7, 2023, at 2:16 p.m. as follows: Them girls. They not all there.

Greyson Devin Christopher Cassidy submitted written comment via email April 13, 2023, at 2:31 p.m. as follows: Hello, Bonjour, Hola, Over the past month there have been Day Passes attached to a Catholic Charities informational card at the Lower Level of the Downtown Reno - Washoe County Public Library. They are not currently available. As a Public Transit Agency funded through taxation and public investment - can we please continue this expenditure as single Day Passes with Department of Transportation relevant information card instead of other relevant information and consider switching to Public Enforcement inside RTC 4th Station in perpetuity. This would obviously result in different persons being shifted - with hiring defined as for those who have continuously and exclusively been Public Enforcement (USA / Canadian Citizens) and agree with Pragmatic Public Accessibility with enforcement of hygiene and erratic behavior (direct threats, Violence) but are committed to open and accessible RTC Ride Public Transit - particularly for those with Transit Passes (Daily, Monthly, or Smartphone). It's important sometimes to understand the difference between Public Accessibility, use of Public Services and employment - an important clarification in the modern era. Please support Free Day Passes for under 35 Canadian and American Citizens along with Pragmatic Public Accessibility. Tiene un boleto RTC? Es abierto/Vous avez un billet (ticket)? C'est ouvert. Thank You / Merci / Gracias

Robert Auers submitted written comment via email April 17, 2023, at 1:46 p.m. as follows: I'm writing you to see if there is any way that a traffic light and crosswalk could be installed to cross McCarran at Keystone. There is an increased number of pedestrian crossings there now that all the apartments have been built on the north side of McCarran. Also, I cross McCarran there a lot to walk the Keystone Canyon Trail, and it is a verry difficult place to cross McCarran with no designated crosswalks within about a ½ mile of the intersection in either direction.

RSmith submitted written comment via email April 18, 2023, at 9:12 a.m. as follows: April 21, 2023 agenda item 4.3.10 public comment. I am writing in favor of approving safety enhancements at the Keystone and North McCarran intersection. I've lived near this intersection for 30 years and witnessed countless accidents and mishaps. This intersection is used by runners, hikers, and bikers crossing over to the Keystone Canyon trailhead so please include accommodation for these users. There is no merge lane for cars exiting and entering the roadway so please include those as well. Visibility traveling west along North McCarran is poor, especially in the afternoon evening with sun angles so some red light warning system seems important.

LH submitted written comment via email April 18, 2023, at 9:37 a.m. as follows: April 21, 2023 agenda item 4.3.10 public comment. Writing in favor of a traffic signal at Keystone and N McCarran. Please include a way to allow bicycles and walkers to activate crossing. Please include merge lanes. Please include a way to slow traffic down esp going west along McCarran. Racers used this section in the middle of the night.

Richard Bednarski submitted written comment via email April 19, 2023, at 5:25 a.m. as follows: I hope you are doing well. As a cyclist commuter who commutes every day on my bike, I urge you to revive this project that was more or less promised by RTC and the City of Reno after the midtown renovations were completed. I ride this corridor 3-5 times a week on my bike and as the father of two, want as much safety as possible. To me, that is the cycle track. It is not only funded, but 30% into the design phase. As a taxpayer, it is a no-brainer to see this project through and further delay would be a shame and a waste of taxpayer money. Thus I hope you make the right decision and help move Reno towards the sustainable community it had the potential to become.

Ryan Weisenberger submitted written comment via email April 19, 2023, at 7:41 a.m. as follows: Hi, my name is Ryan Weisenberger, I live on Sagittarius Ln and my comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. Thank you.

Lisa Hill submitted written comment via email April 18, 2023, at 9:29 a.m. as follows: The message is in favor of safety enhancements at the Keystone and North McCarran intersection. Walkers and bicycle riders cross the McCarran to get to the trailhead. It's hard to merge on and off of McCarran in a car because the traffic speed is so heavy and there are no merge lanes. Cars turn the wrong way through the worm all the time. Visibility is poor traveling west on North McCarran. Car and motor cycle racers speed along this intersection in the middle of the night. We've need a better safety solution for years. Appreciate you making safety improvements here soon.

Den Fusso submitted written comment via email April 19, 2023, at 8:28 a.m. as follows: I'm a resident of the greater Reno area (5951 Indus Dr, Reno, 89502) and I'd like to see support of Item 5.5. The Center Street Cycletrack project is a great first step for downtown micromobility and safety. I understood it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. This "pause" needs to be set back in motion. This is a hugely important, and forward moving project that will decrease the number of automobiles on the road, along with the smog and other problems they create. It will help increase physical movement of others, which is healthy. The increased use for transportation by bicycle is a good role model for others, and will improve the livability of people in Reno. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. Thanks.

Margaret Getz submitted written comment via email April 19, 2023, at 8:40 a.m. as follows: Hi, my name is Margaret Getz I live at Caughlin Ranch and my comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. Thank you.

David Pivnick submitted written comment via email April 19, 2023, at 8:40 a.m. as follows: The City Council and RTC have just wasted money and two years in a B.S. study in order to do nothing to improve multimodal infrastructure through Downtown. The first and easiest move should be to drop the speed limits through Downtown and Midtown to 20 mph. According to League of American Cyclist studies have shown a drastic reduction in walking and cycling accidents and fatalities. My wife and I have recently bicycled across France and we observed 30 kph (18 mph) speed limits in all urban areas. I routinely bicycle down Virginia and it should be noted that there is a relatively low traffic flow through Downtown so that dropping the speed limit would not impede traffic and would in fact coordinate better with the traffic lights. If as indicated, the Placement Study that did not study the Center St. cycle track is finished and the engineering design is complete then there is nothing stopping the implementation of this project other than political will or lack thereof. My feeling is that the problem is down right obstruction of a few short sided people who still believe that more cars are more progress. RTC needs to stop thinking like its 1950.

Brian Thornton submitted written comment via email April 19, 2023, at 8:51 a.m. as follows: Hi, my name is Brian Thornton, I live at 3350 Adler Court, Reno, and my comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. Thank you.

Nancy Litchfield submitted written comment via email April 19, 2023, at 9:04 a.m. as follows: Our names are Nick and Nancy Litchfield, we live at 9900 Wilbur May Pkwy, Reno, and our comment is about Item 5.5, the Downtown Micromobility Project. We urge RTC Executive Director Bill

Thomas to move forward with this important project that will improve downtown safety and expand this cycling network for the community. All opportunities that discourage people from driving cars and encourage more cycling and walking will benefit the quality of life in Reno and help address the serious impacts of climate change. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion.

David Fiore submitted written comment via email April 19, 2023, at 10:38 a.m. as follows: I would like to voice my strong support for the Center Street Cycletrack project. It's a long overdue investment in safe and healthy transportation downtown. Please do not allow the "pause" to derail this important project!

Zoe Bray submitted 2 duplicate written comments via email April 19, 2023, at 11:44 a.m. as follows: my name is Zoe Bray; I live at 652 Arbutus street, close to downtown Reno. My comment is about Item 5.5. The Downtown Micromobility Project, about which I care deeply as a daily cyclist in our beautiful biggest little city. I cycle to work and to run errands with my children by bicycle all the time. The ability to walk and cycle in Reno is what makes this city so agreeable and livable and the Center Street Cycletrack project is the crucial first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, yet the Center Street project is not mentioned in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a clear timeline for completion.

Philip Moore submitted written comment via email April 19, 2023, at 12:24 p.m. as follows: I live at 1549 Big Valley Way in Reno and I am an active user of the existing bike lanes in Reno. My comment is about item 5.5. We need additional biking infrastructure to make bicycle commuting a viable option for people who live in Reno and particularly from our university students coming to downtown or midtown. I would like to request that you place the Center Street Cycletrack project on a future RTC agenda with a timeline for its completion.

Kyle Chandler-Isacksen submitted written comment via email April 19, 2023, at 12:51 p.m. as follows: Hi, my name is Kyle Isacksen and I live at 2055 McCloud Ave Reno NV 89412 and my comment is about Item 5.5: The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. Thank you.

Bev Colgan submitted written comment via email April 19, 2023, at 12:5 p.m. as follows: My name is Beverly Colgan, and I live at 804 Oxford Avenue in Sparks. My comment is about Item 5.5., The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center

Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. I would bus/bike to Reno in an instant if biking safety downtown were safer.

Jennifer Cowart submitted written comment via email April 19, 2023, at 1:06 p.m. as follows: I support the bike lanes proposed on Virginia, but also think we need the Center Street project back on track as well. It appears from the Virginia presentation that the bike lanes will be closed during special events and I imagine also very crowded with tourists when it is not. Having an alternative route will allow locals to safely bypass closures and alleviate congestion making downtown a fun place to hang out on Virginia and somewhere to quickly pass through on the way to work or school via Center Street. I also think on curb bike lanes should be built in project areas that are aimed at families. Street bike lanes are not appropriate for riding with young children. I much prefer wide paths like near the river. The sidewalk along Lemmon between Military and Buck is a good example of what we should do all over town. I would also like to see wide sidewalks on the new bridge replacements. Of course this may require repealing the downtown sidewalk ban through the city, but that's another comment.

Melissa Gilbert submitted written comment via email April 19, 2023, at 8:12 p.m. as follows: I live at 550 Toiyabe Street] and my comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion.

Dr. Sher Todd submitted written comment via email April 19, 2023, at 9:33 p.m. as follows: My name is Dr. Sher Todd. I live at 4610 Aberfeldy Road, Reno, 89519. I am a bicyclist (with three bicycles - a racing/road bike, a mountain bike, and a recumbent (not electric bicycle). I am a member of Procrastinating Pedalers. My comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion.

Emysm62 submitted written comment via email April 19, 2023, at 8:24 p.m. as follows: I live downtown and cycle regularly. My comment is about Item 5.5. The Downtown Micromobility Project. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas unilaterally placed the Cycletrack on "pause" until the report was complete. Now that the report is complete, please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion.

Andy Perkins submitted written comment via email April 19, 2023, at 2:39 p.m. as follows: Hi, my name is Andy Perkins, I live at 1085 Washington St. and my comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on



an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. Thank you.

Jeff Foster submitted written comment via email April 19, 2023, at 11:11 a.m. as follows: Hi, my name is Jeff Foster, I live at 3146 Cobble Ridge Court and work in downtown Reno, and my comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. Thank you.

Paul Malikowski submitted written comment via email April 20, 2023, at 12:00 p.m. as follows: I am a former public member of the CMAC, and our group was presented with all the facts which convinced us of the following: My comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. Thank you. Since the start some have tried to undermine the Center Street cycle track. If we aren't careful, we get bogged down in a debate about which streets should have bike paths and which shouldn't, creating severe divisions and we forgetting that all streets are all part of a broader micromobility network. International experts recently guided Reno engineers on how to effectively create that network in Reno and the University Way/Center Street Cycletrack is a critical part of that network.

Elise Richey submitted written comment via email April 19, 2023, at 12:31 p.m. as follows: Hi, my name is Elise Richey, I live at 865 Lodge Avenue in Reno and my comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micro-mobility safety network. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. We need safer bike paths!

Joni Taylor submitted 3 duplicate written comments via email April 19, 2023, at 12:15 p.m., 1:10 p.m., 1:31 p.m. as follows: Hi, my name is Joni Taylor, I live and work in NW Reno, and my comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report

with a timeline for completion. As an avid cyclist in the Reno community, safety should be a focus in our community, especially with all the recent growth.

Ky Plaskon submitted written comment via email April 20, 2023, at 12:59 p.m. as follows: Hi, my name is Ky Plaskon, I live at 702 Hunter Lake Dr and my comment is about Item 5.5. The Downtown Micromobility Report. The Center Street Cycletrack project is a major component of the downtown micromobility network as identified by the Dutch Cycling Embassy workshop. It is the first step in a downtown micromobility safety network and should have been included in this study. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion.

John Goetz submitted written comment via email April 20, 2023, at 1:11 p.m. as follows: As an experienced bicyclist, I refuse to travel anywhere near downtown or midtown because it is inherently unsafe. Numerous studies show that "share the road" doesn't protect bicyclists; it only annoys automobile drivers. Similarly, it's common sense that bike lanes immediately adjacent to auto travel lanes -- only separated by a thin white line or maybe some plastic bollards -- are also unsafe. Would you let your 10-year-old ride there? I think not. The only safe, sane concept for bicycling is the protected bike lane -- that is, where the bicycle lane is separated from the auto lanes by parked cars. The Center Street Cycle Track / Micro-Mobility Project has been the subject of a lot of controversy, politics, and delay. Now that the Placemaking study is complete (did it mention the Cycletrack project?), please ask RTC Executive Director Bill Thomas to release his "informal pause" on this project. Please place it on the RTC's agenda, then fund and complete this important safety project.

Joni Mehler submitted written comment via email April 20, 2023, at 1:29 p.m. as follows: Hi, my name is Joni Taylor, I live and work in NW Reno, and my comment is about Item 5.5. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion. As an avid cyclist in the Reno community, safety should be a focus in our community, especially with all the recent growth.

Ryan Olsen submitted written comment via email April 20, 2023, at 2:18 p.m. as follows: My name is Ryan Olsen and I'm a graduate student at UNR. I spent about 8 years commuting exclusively by bike and bus to and around UNR from various locations. I have had some scary moments around the university on my bike because of a lack of bike specific infrastructure. I just want to express my strong support of the Center Street (University Way) bike lane as I think it will make it safer and encourage more bicycling around the area. I am also a member of the Graduate Student Association and serve on the University Bicycle Working Group. I have talked to other students on campus at events who have also expressed support for improved biking infrastructure around the University to help them be able to safely ride their bikes to campus. I hope that you are able to implement this project. Thanks for your time and efforts!

Michael Gawthrop-Hutchins submitted written comment via email April 20, 2023, at 3:04 p.m. as follows: While I am in general very much in favor of expanding our alternative fuel bus fleet and doing everything we can to reduce diesel consumption and emissions, it would be appreciated if the board and/or RTC and Keolis management could commit to greater utilization of the hybrid buses and electric buses that we already have before spending millions of dollars on additional electric buses. It seems like every day I see hybrid and/or electric buses parked at 4th Street Station parked and out of service while old diesel buses continue to be used (one I saw a few days ago running on the Virginia line spewing so much exhaust that it may have been burning oil). If these vehicles are purchased, please commit to using them for more than photo ops with politicians and put them to use removing older diesel buses from our roads.

Sara Kingsman left a voicemail comment via the public comment hotline April 19, 2023, at 12:39 p.m. as follows: My comment is about Item 5.5, the Downtown Micromobility project. The Downtown Micromobility Project. The Center Street Cycletrack project is the first step in a downtown micromobility safety network. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion.

Ky Plaskon, Truckee Meadows Bicycle Alliance, left a voicemail comment via the public comment hotline April 19, 2023, at 1:05 p.m. as follows: Hi, my name is Ky Plaskon, I live at 702 Hunter Lake Dr and my comment is about Item 5.5. The Downtown Micromobility Report. The Center Street Cycletrack project is a major component of the downtown micromobility network as identified by the Dutch Cycling Embassy workshop. It is the first step in a downtown micromobility safety network and should have been included in this study. It is close to completion at 30 percent design. The City of Reno said it would include the Center Street Cycletrack in the Placemaking study, but the Center Street project is not mentioned anywhere in the report. RTC Executive Director Bill Thomas placed the Cycletrack on an informal "pause" until the report was complete. Now that the report is complete, please respectfully ask Bill Thomas to lift his informal "pause" on this important downtown safety project. Please put the Center Street Cycletrack on a future RTC agenda and request a report with a timeline for completion.

There being no additional comments submitted by the deadline, the Chair closed public input.

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

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

Commissioner Hill asked to move Item 5.7 up immediately before the Consent Items. Commissioner Schieve seconded, which motion was unanimously carried. Chair Lawson gave the floor to Mr. Mike Hillerby.

- 5.7     Update, discussion, and potential direction to staff regarding legislative measures and issues being considered during the 82nd (2023) Session of the Nevada Legislature. (For Possible Action)

Mr. Michael Hillerby of Kaempfer Crowell, thank you for accommodating the Legislatures schedule in your own meeting today and moving it up on the agenda.

We are at this point, about 2/3 of the way through the Session.

I'll go through a few of the bills we've been following and working on that involve RTC and if you have questions about what's going on at the session or specifics on those bills, I'll do my best to answer them.

AB214 is a bill we've been working on sponsored by Assemblywoman Natha Anderson and co-sponsored by Senator Skip Daly from Sparks. Through a lot of work with Assemblywoman Anderson, Mr. Thomas and your staff with the Teamsters and the Central Labor Council from Northern Nevada Group, the bill has been amended. In fact, it moved off of the assembly floor with a partisan vote of 28 to 14. The bill now covers an Advisory Committee that would include specific union membership, as well as language on video cameras and the retention of those. Mr. Thomas agreed, on behalf of the RTC, to write in a Letter of Commitment about how we would implement new video retention, how that policy would work and that would give some flexibility moving forward.

The Advisory Committees have a more convoluted version of how members are appointed. Some are appointed by you representing your three jurisdictions, other members are appointed directly by the three jurisdictions. Managing that would be pretty cumbersome and Assemblywoman Anderson acknowledged that as well, so it's something we'll work on in the Senate to see if we can streamline it.

The Unions were interested in something similar to Southern Nevada RTC's Transportation Resources Advisory Committee, so we may see a little bit of changes in the subject matter of what the Advisory Committee does.

AB184, sponsored by Assemblyman Howard Watts from Las Vegas, who Chairs the Assembly Growth and Infrastructure Committee, creates an electric vehicle incentive program for medium and heavy-duty trucks and buses. The bill would set aside 35% of the Inflation Reduction Act money that NDOT receives for the Federal Carbon Reduction Program. There also was an added amendment process a request for \$4 million in State general fund money to help fund that program. It would involve a sliding fee scale of \$20,000 to \$175,00 per vehicle on how much those incentives were worth each year based on the weight of the vehicle. Our RTC would qualify for up to 10 incentives per year and we would get a 10% bump on the amount of that incentive for being an RTC, which is included in legislation.

AB359 is a fuel tax indexing bill from Clark County. As you all know, the way we set ours up starting in 2008, was by a vote of the people, then the Legislature for authorization for the County Commission to enact. The fuel tax indexing in Clark County has a shorter life span with a provision that they go back to the voters. AB359 would change that and would allow the Clark County Commission by vote to enact fuel tax indexing in Clark County. This bill passed out of the assembly 32-10, so it did pick up some republican votes.

There is ongoing work on electrical vehicles, fees and the highway fund that has been studied for a number of years. There is no bill yet, but it's something that Assemblyman Howard Watts is interested in. Both NDOT, RTC and a variety of other organizations have been involved in those

studies over the last two or three interims. It's clear we need to come up with some answer and policy at the State level. Vehicle miles traveled goes up, while fuel tax revenue goes down, because of both average fuel economy and the prevalence of hybrid and alternative fueled vehicles, including EBs. It's a challenge because it is a fee increase. At this point it seems unlikely that an actual fee would be enacted this session. There is talk about doing more studying of how you would do data collection, how would do tracking and the latest language that I've seen would also include something that looks like the economic forum, but specifically for the highway fund. The Economic Forum is a group of experts from State Agencies, the Executive Branch of the Legislative side and outside economic experts, who meet and provide revenue projections that the Governor must follow to build his budget that he sends to the legislature. They meet again May 1<sup>st</sup> and that prediction is the number that the legislature must use to close their budgets and arrive at final numbers.

A couple other bills we've talked about before involve the homeless. One was SB142, the Homeless Bill of Rights, that bill did not make it past last Friday's deadline. SB155 did make it past the deadline and it has been somewhat heavily amended. In its original form it would have preempted local government from passing or enforcing any ordinance related to camping and other resting activities of the homeless. This has been amended to allow people who are homeless to qualify for a waiver of fees and fines for certain penalties and court infractions. The courts may order people to be put into diversion programs or a specialty court, so that would typically be for mental illness and drug courts. That passed out of the Committee and awaits a floor vote. Those are things that we were monitoring because of the impact they have on public resources.

Those are the key bills that we've been watching that have sort of an immediate impact on our world.

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

##### **4.1    Minutes**

4.1.1    Approve Minutes from the February 24, 2023 meeting. (For Possible Action)

##### **4.2.   Reports**

4.2.1    Acknowledge receipt of the Procurement Activity Report. (For Possible Action)

4.2.2    Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)

4.2.3    Acknowledge receipt of the Monthly Public Transportation and Operations Report. (For Possible Action)

4.2.4    Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)

4.2.5    Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)

##### **4.3    Engineering Department**

4.3.1    Approve a Reimbursement Agreement with Truckee Meadows Water Authority (TMWA) for water main adjustments on the First Street Rehabilitation and Signal Replacement Project, in the amount of \$209,970. (For Possible Action)

- 4.3.2 Approve a 214 Funding Agreement with the U.S. Army Corps of Engineers, Sacramento District (USACE) for the Arlington Avenue Bridges Replacement Project, in the amount of \$69,792. (For Possible Action)
- 4.3.3 Approve a Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Arlington Avenue Bridges Replacement Project, for right-of-way and construction in the amount of \$25,000,000. (For Possible Action)
- 4.3.4 Approve Amendment No. 1 to Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Arlington Avenue Bridges Replacement Project, to remove the right-of-way and construction phases and reduce the amount by \$10,526,316 for a new amount of \$5,000,000. (For Possible Action)
- 4.3.5 Approve a contract with Kimley-Horn and Associates, Inc., for design services and optional engineering during construction for the Kietzke ITS Project at multiple locations on 2nd Street and Kietzke Lane, in an amount not-to-exceed \$197,860. (For Possible Action)
- 4.3.6 Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Sierra Street Bridge Replacement Project. (For Possible Action)
- 4.3.7 Approve a contract with Jacobs Engineering Group, Inc., for professional services for the Sierra Street Bridge Replacement Project NEPA and Design, in an amount not-to-exceed \$3,653,128. (For Possible Action)
- 4.3.8 Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the Keystone Bridge Replacement Project, in the amount of \$5,000,000. (For Possible Action)
- 4.3.9 Approve a Professional Service Agreement (PSA) with Parametrix, Inc., to perform a Feasibility Study, alternatives analysis, and Planning and Environmental Linkages (PEL) Study for the Keystone Bridge Replacement Project, in an amount not-to-exceed \$1,374,544. (For Possible Action)
- 4.3.10 Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation for construction of a new signal on N. McCarran Blvd. at Keystone Ave./Leadership Way as a part of the SR659 North McCarran Intersection Improvements Project, in the amount of \$784,000. (For Possible Action)
- 4.3.11 Approve a contract with Lumos and Associates, Inc., for preliminary traffic and engineering services related to the Military Road Capacity and Safety Project, in an amount not-to-exceed \$628,205. (For Possible Action)
- 4.3.12 Approve a contract with HDR Engineering, Inc., for the 2023 Bridge Maintenance Project to resurface the Vine, Second, and Keystone Bridge Decks, in an amount not-to-exceed \$228,103.04. (For Possible Action)

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

- 4.4.1 Re-approve a contract with Proterra, Inc. for the purchase of four (4) forty (40) foot ZX5 Max Battery electric bus vehicles utilizing the State of Georgia's Contract No. 99999-001-SPD0000138-0007, in an amount not-to-exceed \$4,577,019. (For Possible Action)
- 4.4.2 Approve Amendment #1 to the contract with Spare Labs, Inc. in an amount not to exceed \$297,000 to extend the term until 2026, and add the integration with Token Transit, for a new total not-to-exceed amount of \$372,000; this amount includes the

service, integration, and pass-through funding for trips outsourced to Lyft. (For Possible Action)

- 4.4.3 Approve the RTC Safety Management System Plan as required by 49 C.F.R. Part 673. (For Possible Action)
- 4.4.4 Approve a contract with Trane U.S. Inc. for the purchase and installation of a bus disinfection system, in an amount not-to-exceed \$310,730. (For Possible Action)

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

- 4.5.1 Approve a Stipulated Judgement to settle all claims in *Iliescu v. RTC* (Case No. CV19-00459) (For Possible Action)
- 4.5.2 Approve modifications to RTC Management Policy P-21, Travel. (For Possible Action)

On motion of Commissioner Hill, seconded by Commissioner Schieve, which motion carried unanimously, Chair Lawson ordered that all Consent Items be approved.

#### ***Item 5 DISCUSSION ITEMS AND PRESENTATIONS***

- 5.1. Elect a Commissioner to fill the vacant office of RTC Vice Chair through December 31, 2024. (For Possible Action)

Commissioner Garcia moved to elect Commissioner Hill to fill the vacant office of RTC Vice Chair, seconded by Commissioner Schieve, which motion carried unanimously. Welcome Vice Chair Hill.

- 5.2. Acknowledge receipt of the Keolis Fixed-Route Operations and Maintenance Board Update for the RTC RIDE Service. (For Possible Action)

Phil Pumphrey, General Manager of Keolis, addressed the Board on RIDE for the Keolis update. This included Preventive Maintenance Inspections, Completed trips for February, Valid Complaints per 20,000 passengers, Accident Frequency Ratio, Miles between Road Calls and On Time Performance. Other Key Performance Indicators are collected by RTC and Keolis.

We hired 12 drivers for the month, and we lost about 8 drivers for various reasons, such as transfers, moving, change of careers, etc.

What is important to know about grievances is the Union is concerned that we are protecting workers employment first and foremost. As a manager, I have to balance their job security with public safety and liability issues related to accidents. The public image of the agency and managing under the agreed upon CBA work rules. Grievances are not necessarily an indication of bad management, but a disagreement on an approach to a contractual issue or a management decision. Without give and take from both sides, a grievance may end up in arbitration. Over calendar year 2022, which was my first full year, our grievances dropped by over 75%. Grievances can be filed for any reason and the threshold is pretty low, but they cannot be used as a form of harassment of the company. We currently have 9 ULP's open, 3 of these are tied to grievances, 1 is in a settlement process, 1 is generic with no factual allegations and no follow up yet from the NLRB. In calendar year 2022, our ULP's dropped by 86%.

All of our contractual metrix that we have with the RTC are being met. We are trying to work with the Union, which is the point of this report, as we were requested to provide this information to the Board and to explain it.

Chair Lawson asked for the Dashboard to include the standard numbers, so we can see the comparison.

Commissioner Schieve asked to have grievances on the Dashboard, so we can see how they are going down.

5.3. Review a report from the RTC's Director of Finance regarding the Fiscal Year 2023 increase in the indexed fuel taxes in Washoe County that will become effective on July 1, 2023, as required by NRS 373.067 and WCC § 20.43416. (Informational Only)

Adam Spear, RTC Legal Counsel, started with a short preface on the item before we start. This is an item to review information regarding the annual increase in the fuel tax that will automatically go into effect on July 1, 2023. I want to clarify that this item is informational only and no action is being requested of the Board. The review of this information is statutorily required, and is a step that happens every year, but the adjustment itself is automatic and is determined by a formula that Christian Schonlau is going to walk through today. There is no action required by this Board, Washoe County Commission or any other governing body to effectuate the adjustments.

Christian Schonlau, RTC Director of Finance/CFO, NRS 373 requires us to present this report to the Commission. This is a statutory formula, and we do not have any input as RTC on the outcome of this, and I do work closely with RTC South on this formulary, as well as they share the same method to derive their indexing rate.

We look at a 10-year average of producer price increasing, so it's an inflationary adjustment. If you look at the table above us, the last two years have inflation near 20%, but the function of this formula is really to look back and smooth those big bumps from that 20% mark down to a more reasonable average over time. The current year rolling index rate applied to our tax base for this year will be 4.1%. For reference, last year was 2.4%. The increase itself is not so extreme, as you can see in the early years of our 10-year history, we had index rates over 5% and sometimes approaching over 6%. If we do get into a situation where inflation is out of control, our indexing rate is capped at 7.8% annually. Our previous gross index rate was 43.79 cents per gallon, and this year we will have a 3.3 cent adjustment, making our RTC tax a total of 47.09 cents per gallon.

5.4 Acknowledge receipt of the Fiscal Year 2024 RTC Tentative Budget. (For Possible Action)

Christian Schonlau, RTC Director of Finance/CFO, the Department of Taxation requires us to submit a tentative budget annually. The budget has already been submitted to the Department of Taxation and I'll give a summary of the tentative budget, and next month it will come back to the Board for your approval.

Items that go into our budget are not like your standard operating budget at your local jurisdiction. We're not adding people, places and things, we are simply implementing the programs and projects that we've all brought to the Board for previous actions. The previous actions have been the RTP, the 20-Year look and the RTIP, our 5-Year outlook. Every year we bring our Street & Highway ICA's, LPA's and other things that feed into this budget. There are several decision



points and touchpoints throughout the year, including the upcoming approval of the item itself, which will be next month.

We had our Director's Retreat on March 10<sup>th</sup> to see what we can actually deliver in our Program of Projects in the upcoming year, based upon what has been approved. We focused on getting our capital expenditures and overall expenditures narrowed down to where we can try to hit those matrices where we budgeted. From there, we went to the Board Retreat, where everyone had input on items you'd like to see included in our upcoming year. Some of those items were increased marketing in our Public Transportation system, outreach to some of our underserved communities to try to get them to ride the bus, and development of our Regional Micromobility Network.

From there we take our current projects that have been approved, your suggestions at the Director's Retreat, and we compile that into form the format for the Department of Taxation. After this presentation, we will take this through the Technical Advisory Committee and our Citizens Multimodal Advisory Committee to inform the public what we're doing outside of this meeting.

RTC's revenues for the upcoming year are projected at \$220 million. You'll notice that the largest portion of that, almost 75%, comes from local taxes, whether that be fuel or sales taxes. Fuel tax funds are our Road Program only, whereas sales tax can fund both Road and Public Transit. There is a flexible percentage in there where we examine the ending fund balance in the Public Trans budget and determine what that share should be between the two programs. The last few years and continuing this year, it has been recommended to keep the split 50/50 between the two programs. We do reevaluate every year.

Federal Funding is used in all of our program areas, Street & Highway, MPO and Public Transit. We try to get as much Federal Revenue into the organization as possible. Other smaller sources include Regional Road Impact Fees and investment income. We have a zero for the changing interest rate environment as there are some ins and outs that are making that unpredictable, so we left it as none, so we don't over project.

Notable grants that we have in the upcoming fiscal year would be our No and Low Emissions Program, which we'll do some clean energy projects for public transportation related to hydrogen, facility and buses. We have some congressionally designated earmarks going towards the Lemmon project, and then also for Villanova Design for eventual relocation. We also have partnered with NDOT on a Build Grant, which we received for the Pyramid Highway Phase 1 Expansion.

Looking at our expenditures, you'll see the largest out of the \$254 million that we are planning to expend in the next year, is 70% going to Capital projects. That is your Street & Highway Program, buses, improving our facilities, and it is really money going back into the community and not on operations of RTC generally.

The next highest part of the pie is our Public Transportation/Operations budget, which makes up about 22% of our total revenues. You'll notice that Debt Service is a rather large chunk, a reminder that we have bonding issued against our Index Fuel Taxes. Approximately \$350 million remain and the debt service is about 10% of our budget every year. Beyond that, RTC Operations are less than 5% of our total budget, so again, we're not adding any people, places or things internally.

We have over 70 active projects that fall under the expenditures, and I've asked the Director's to give me three. Public Transit has our hydrogen fueling facility and buses coming in this year. We have an historic expansion through our Marketing efforts, and we are also implementing service changes that came out of the TOPS program, which the Board approved back in July.

Street & Highway are going to continue on with the Oddie/Wells project and Sky Vista project. We're starting to look at our downtown bridge replacement, which includes the Keystone, Sierra and Arlington Bridges. Arlington Bridges are on their way right now. In addition to that, we have Sparks Boulevard Phase 2 that we are starting initial design phase on and then our Micromobility Network as a whole. Our MPO is doing some nice studies for us. They are working on our Active Transportation Plan and the RTP update.

As always, representing a balanced budget and being in good financial condition for the upcoming fiscal year is our goal. We used the Economic Forum Data for our revenue projections. They are showing a modest sales tax growth in the Washoe County area of approximately 2%. We looked at the DMV motor vehicles reports for fuel tax consumption and they are projecting a Gallons Sold Growth of 4% in the area. Generally, economic conditions remain good in Washoe County. We have population growth, low unemployment even though there is inflation, income is growing as well. We continue to be a lean organization with only 70 staff working directly for RTC. I'll note that we do provide over 2,000 jobs in the community as a result of those 70 people working, which is through the \$165 million in capital that we're expending.

Commissioner Schieve asked what projects are being funded under this budget? Can you show me which ones those are, so we can be transparent and clear?

Mr. Schonlau said we will certainly provide that to you offline, as it is not included in this packet.

Commissioner Schieve, I think some of us are going to have a different idea of what we would like to see in the budget. One of them is the Micromobility and a separate funding source on that piece.

Mr. Schonlau said Micromobility will be in the next presentation and that actually has been included, as everything that is included in the budget came from the Board at some point. Whether it was through the Board Retreat, through previous meetings or through adjustments to the RTIP or the RTP, those are all actions that you have taken on.

Commissioner Schieve would like RTC to consider allocations for local jurisdictions like Sparks, County, and City of Reno for local roads, potholes and repairs. I'd also like to look at street light repairs or allocations because typically it seems they get repaired when we do the project. Is there another way to stay out in front of that when it comes to funding? Also, the pathway along the river for bicycles. You mentioned the Pyramid Highway Grant, what does that look like and when?

Mr. Schonlau said we received a \$23 million grant on Pyramid Highway, out of the total project cost, the initial estimation was \$54 million. That is going to be an NDOT lead project.

Dale Keller, RTC Director of Engineering, we are partnering with NDOT and the groundbreaking is occurring in May. The first phase of Pyramid Highway project is from McCarran Boulevard north to Goldenview, and that includes widening and shared use path for multimodal

improvements. We were very successful with getting the RAZE Grant at the time and that helped accelerate that project forward. Thank you for NDOT's partnership for moving that along.

Mr. Schonlau, I can speak to a few of your earlier points. Traditionally, local improvements have been through our Pavement Preservation Program and roads that are included in our Street & Highway Regional network. Those conversations that you're talking about regarding potholes and local repair are currently not included in the budget and traditionally have not been.

Commissioner Schieve said we should have a conversation about that.

Mr. Schonlau, certainly, the lighting and things like that are tied to projects and we don't have designated line items in there. Again, with the bike path, that's a similar thing, that could come out of some of our Micromobility studies, but there is no specified funding for those projects.

Bill Thomas, RTC Executive Director, said I think what is valuable to us in this process is if you lay out on the table things that you're concerned about. Everything you have here can be addressed, it just may or may not be with this year's budget, so we owe that to the Board, particularly to the newer members, to understand how the system works. It's important to understand the beginning of the presentation, and major touch points for the Board, so we can take everything you say and put them in context in terms of where that would happen and how we would do it. That way, you're assured that they are moving forward and aren't being ignored. We'll try to give you a summary of that at the May meeting when you actually have the budget.

Commissioner Schieve suggested having timelines of projects on our websites to show this is what is coming.

Mr. Schonlau said we have some exciting improvements coming to our website. Our projects are listed currently under the Engineering section, which also gives a link to the project details. It could be cleaner and snazzier, and it's on its way.

Vice Chair Hill asked where Keystone is in the process? I know it's 2027 when we expect construction, but I know it's in this budget for planning.

Mr. Schonlau said we're still accumulating funding for that project. We have some bridge funding that NDOT has graciously helped us with on some of these projects, so we're trying to determine the timing of expenditures on those in the preliminary engineering and design phases. Arlington is a go, we are on it right now. The other two will be TBD based upon funding, but they are upcoming and we're already actively starting to work on that. There is funding for the very beginning stages of both projects in the current year budget.

Mr. Thomas said we actually have a contractor hired to start the design of the Keystone Bridge project.

Commissioner Duerr, about 5-years ago, the RTC embarked on a very ambitious project which we really welcomed which the South Reno Road Study. I've recently talked to our Public Works Director and Dale Keller, and it sounds like we can restart our meetings to find the direction of that study. It had dozens of projects in there to be done, and to date, only a couple of them have been done. I'm really interested in your work on the Steamboat project and if it is in this budget or where does it fit?

Mr. Schonlau, yes, the Steamboat improvements are in this budget. Some additional projects down in the south would be the Mt. Rose Highway Corridor Improvements and Veterans Parkway project. We are also exploring Pembroke Drive and there are quite a few roads that came out of that study that are included in the current budget.

Commissioner Duerr asked how we get a smaller project like Damonte Ranch and Double R Boulevard going where they intersect. How do we get that project on the books and get it accelerated?

Dale Keller, RTC Director of Engineering, I'm happy to have individual briefings about all of the South Meadows projects going on. We do have a South Meadows Traffic Enhancement project, where we've had a great opportunity to hit these hot spots. We work with each of the Traffic Engineers for each of the jurisdictions for prioritizing projects. We do have money in this budget for this year, for the westbound movement of Damonte to the northbound right turn pocket. We hear these issues that come from our community and we're able to tackle the little bit smaller projects and make them happen.

Commissioner Duerr, is the Center Street bridge that goes over I-80 included in the budget?

Director Tracy Larkin Thomason said for that particular bridge, we are very aware of the issues underneath it, and I've been looking at it over the last couple of weeks to see what our next steps should be.

On motion of Commissioner Schieve to acknowledge receipt of the tentative budget, seconded by Commissioner Hill, which motion carried unanimously, Chair Lawson ordered that the report was received.

#### 5.5 Acknowledge receipt of a presentation on the Downtown Reno Micromobility Pilot Project (For Possible Action)

Sara Going, RTC Engineer, gave a presentation on the Downtown Reno Micromobility Pilot Project that we partnered with the City of Reno on last summer.

A presentation was made to the Board last March, and we discussed to move more people regionally. Micromobility is an opportunity to really expand transportation options and get people moving in our region, which is our goal. What we do know about micromobility and bicycling in general as shown on this image from the Federal Highway Administration, is that a lot of people aren't riding. The biggest portion of the population that is really interested in using micromobility as a form of transportation are not riding because they are not comfortable on the street and they're not comfortable in traffic. What we are looking to do is really focus on infrastructure that is going to serve a larger portion of the population and make micromobility a realistic transportation option for more types of people. What we do know about the infrastructure is that it has really developed over the last decade or so, and many of the tools that we would look to apply are really new to our area, so that is a challenge.

We developed this Pilot Project with some goals to help us inform our future permanent installations and to build our toolbox for serving micro modal users. What is included in Micromobility encompasses bicycling, e-biking, e-scooters, and all of those things. We wanted to

introduce some new features to community, which are being applied nationwide, but are new to our area.

On Virginia Street, a two-way cycle track and buffered bicycle lanes was implemented on 5<sup>th</sup> Street in downtown Reno. We also tested out some intersection bicycle boxes at several of the intersections, as well as bicycle signal heads and phases just for micro modal users. We also tested what is called a protected intersection at the intersection of Arlington Avenue and 5<sup>th</sup> Street. We wanted to introduce those features to the community, but we also wanted to collect the community's feedback on how they interacted with that. The City of Reno had an online survey live throughout the whole pilot project that asked people about their experiences with the unique features and about their experience overall.

We partnered with UNR Center of Advanced Transportation Research to perform a Lidar assisted before and after study on the project to collect technical data feedback. That study analyzed volumes, use of space within the roadway showing if people used the roadway, the sidewalk or the micromobility lanes. We also looked at any conflicts between road users.

There were several findings from the project, and we received over 1,000 responses to the survey, so there was a lot of feedback. The majority of users felt positive or neutral about the infrastructure. Most of the positive feedback was from micromobility users who cited increased feelings of safety and comfort. Our most negative feedback was from motor vehicles and most of that had to do with the removal of northbound traffic on Virginia Street.

The technical study looked at volumes and conflicts. Volume is where we saw micro modal users, and we had a 40% increase on 5<sup>th</sup> Street, and over 120% increase on Virginia Street, so that's more than double. We also saw conflict rates between motor vehicles and all users decrease. That including motor vehicles and pedestrians, motor vehicles and micromobility users and also vehicles and other vehicles, which was a really interesting outcome. We did see a major shift in micro modal users from use of the sidewalks and the roadway into the micromobility lanes that were constructed and this was especially true for scooter users in particular.

What's next? We have a really big program in micromobility going on right now. One of the first things is that we are starting on the Active Transportation Plan and that outreach begins this spring with our Planning group taking the lead. We are also moving forward on public input on the conceptual designs for our Downtown Reno Connectivity projects that are listed in our 2050 RTP. We're looking to move that into a public input stage in the coming months.

Later this summer we would like to take the public input and those concepts and bring them back to the Board in a presentation to make a recommendation to move forward on those. Again, the action is to acknowledge a receipt of the presentation on the Downtown Reno Micromobility Pilot Project.

Commissioner Hill said this is great work! I bike to work when the weather is good and I felt so much safer, so I think this investment is very worthwhile and I really appreciate you partnering with the City of Reno to do this. I'm excited for the continuation of the Active Transportation Plan and to see what the outcomes are.

Commissioner Schieve said great job! I appreciate your enthusiasm for micromobility. It means a lot, it really does. How much of the Dutch Cycling Embassy feedback and implementation is in this report?

Ms. Going said this actually took place at the same time that the Dutch Cycling Workshop happened, and we also did a workshop with the League of American Bicyclists, and all of it was incredibly timely and informative.

Commissioner Schieve said the Dutch Cycling Embassy has a lot of really good suggestions and implementation, so how much of that do you feel you're taking in to consideration on this project?

Ms. Going, the concepts that were presented in the Dutch Cycling Embassy are part of the development of how we are really developing bicycle facilities in the future, including matching a level of separation between micro modal users and vehicle traffic as that vehicle traffic speed and volumes increase. Also, building parallel networks, if we can't match that level of separation, let's look at a parallel route that is going to serve those users better. Those are all definite concepts that we are really looking forward to carrying over and applying.

Commissioner Schieve asked Mr. Thomas what is the best path forward if you need something from the City Council to get in play? Everyone has different ideas of the routes and the two-way on a one-way street, and we really need to bring the University to Downtown. If we really do this well, I think we can get a lot of the students and residents downtown, and I think you'll start to see a really large economic impact. It is proven that businesses flourish as the overall health of a downtown area flourishes, so what can we do to help you get this started?

Mr. Bill Thomas, I'm glad you asked that question, because it will be a short answer, but a long explanation. We see ourselves as an agent of the local government, and in this case, we're looking for the City of Reno to give us some prioritization of where you would like to go. That really was the whole reason for the Placemaking Study to look at the future? Once Reno gives us their indication of what their priorities are, then we will evaluate how we come up with the right solutions.

Sara has done a great job and she's taken the lead on this from conception. This was an assignment given to her very open ended and she's done an excellent job of turning it into something.

If you read the comments in the study, you'll find what I've observed, kind of this ongoing social conflict where the drivers of the cars are saying bicyclists don't pay anything, why are they taking our capacity away? Then you have bicyclists saying the cars don't treat us with respect and they're problematic. As your staff, we're going to take the comments from the study and work with the local governments and try to come up with solutions that get people riding and move away from the historical thinking, which has been where is the money being spent? We think the conversation should not be where is the money spent, but is it working? Are people really riding bikes, because I think that will change some of the conversations going on now where it's really one against the other. It doesn't serve any of us to have that ongoing fight. From talking to your City Manager, this is going to come up next month, then we will move forward with how we integrate the Center Street project, University Way, Virginia Street and all of these elements of micromobility. The end goal would be starting with Downtown Reno, and we certainly heard from

the Board you want us to look at downtown Sparks and the connection between the two, our first priority is to make us a bicycle community.

Commissioner Schieve said it sounds like she needs to take direction back to our Board, Councilwoman Duerr, and get that sort of dialed in and concrete for you.

Commissioner Duerr, we need to understand next steps and we have this on our agenda just next week. We'll be able to start that conversation and give some good direction about where we want to go. I'm really wondering about the time frame. We've done all of this prep work, we've had the DBE, lots of public comments, so I'm wondering are there some concrete next steps in terms of what you see coming up and when?

Ms. Going, yes, we are advancing the projects that are in our 2050 RTP, that are not just Center Street, but we have a number of other projects. We are advancing those to a conceptual level and we'd like to take that back for public input. The projects listed are for Vine Street to make 5<sup>th</sup> Street a permanent installation. 6<sup>th</sup> Street and 3<sup>rd</sup> Street are shown in our RTP as a connected downtown network, so we'll be pushing that into getting more public input. We are planning on bringing this back to the Board in July/August for public comment.

Commissioner Duerr, it's good to hear you have a concrete timeframe, and what would happen then? You would get input on this whole network?

Ms. Going, yes that's correct. It's to get public input, also to put better costs to these projects, to understand the full scope of them, the trade-offs it takes to complete these projects, and also make a recommendation from a technical point of view. I know, Mayor Schieve, you mentioned the different types of facility types and what works better where? So, we're making a recommendation on those facility types.

Commissioner Duerr said there has been quite a bit of conversation to the safety of a two-way cyclotron on a one-way street, or even on a two-way street. Even on a two-way street, part of the cyclotron is going to go the opposite direction of the traffic. Is it possible that you can begin to address that before we get to public comment?

Mr. Thomas, the objective between us and the City of Reno staff is to have those firm answers. We may not have firm designs, but we'll have firm answers that would say here is the suite of things we're going to do, here is why we're doing them, and then hear the public comment. We're going to give them something to react to. One thing, if I can again, we hear very loud and clear from many voices of leadership that we need to do something, so all of us, Kerri Koski and her staff, all of our staff at RTC, know time is not our friend, we need to make some things happen.

Commissioner Duerr, perhaps you could evaluate the River Bikeway as part of that, because it is a more protected bikeway, you don't have traffic and it would help to get across that stretch. Maybe you could have multiple connectors, and we could enhance this bikeway and really make it function with lighting and other things.

Commissioner Garcia, I appreciate the downtown improvements, especially when it comes to safety, as I look at it often through the lenses as a parent. You mentioned over 1,000 responses for public feedback, how much is representative of the college student population?

Ms. Going, we did not include a question in the survey that would indicate what portion would be from the college area. We did make sure that the Pilot Project was active into September in order to have engagement from the University for people who would be attending the University during the standard school year.

Commissioner Schieve said when you're getting that feedback, the demographics are also really helpful, especially with ages, because then we can see what different age ranges we are trying to reach. I think a lot of times when we take these surveys we forget to ask who actually is taking the survey, what they like to do, age and we also have to think about our seniors.

Commissioner Hill, I did a quick Google search of how many cyclists have cars and they said 83% of cyclists have cars, so I do think that we need to circulate that information. I'm a cyclist, but I also drove here today. Then on your outreach in July, Art Town is happening in July and there is such a diverse population that comes out to that, so if you need us to connect you to Art Town, we can definitely do that and make sure that we can hear from people when they are at something, instead of asking them to come to us. Any support we can give on that would be great.

Chair Lawson asked for a motion to accept report. Commissioner Hill motioned to accept report, with Commissioner Schieve seconding, which motion carried unanimously.

#### 5.6 Approve the FY 2024 – FY 2025 Unified Planning Work Program (UPWP). (For Possible Action)

Dan Doenges, RTC Director of Planning, this is a great discussion that I think you're going to find will be vetted through this program. We're looking for approval today for our FY24-FY25 Unified Planning Work Program (UPWP). This is a federally required document of the MPO. It is a statement of work identifying our planning priorities and activities to be carried out within our planning area. It can either be a 1-year or 2-year program, we traditionally opt for a 2-year program, primarily because a lot of these studies and activities that we undertake span the course of over a year, so it makes it easier to budget and program accordingly.

The document itself must include a description of all of the planning work, resulting products, and who will perform the work. For example, if we're going to expect to have consultant activity to help out with some of these studies, the estimated cost of work and the source of funds for the most part is 95% federal funds. So, it's a combination of Planning Funds through the Federal Highway Administration, it's a pass-through from NDOT, so we've partnered with them for that. It does require a 5% local match on our part. So, basically, we get reimbursed after the studies have been completed or as billing comes in to support this program.

We presented to our Technical Advisory Committee and Citizens Multi Modal Advisory Committee initially back in February for discussion, ideas, and input in creating the draft program that you see before you today. We brought it back this month to both committees for their recommendations for the Board to approve the program.

Our Technical Advisory Committee includes a lot of the Public Works and Planning staffs from each of the local jurisdictions, as well as a lot of our partner agencies like TMRPA, Health District, School District, and Reno Sparks Indian Colony. A broad range of input came into this plan and as it is a Federally required plan, we also shared an advanced preview with our NDOT partners and Federal Highway and Federal Transit administrations.



I want to touch on what we're actually looking at doing over the next two years. Currently, we have a few plans/programs that are underway. You've heard a lot of talk about the Active Transportation Plan. You might not have heard much about what we're doing because we just kicked it off in the last month and we're really gearing up for major public outreach starting next month. Look out for more surveys and chances for interaction and opportunities for input. We're also conducting a South Virginia Street Transit Oriented Development Study or TOD Study. This is looking at the section from the southern terminus of our current BRT at Meadowood Mall, down the Virginia Street Corridor to basically the Geiger Grade and Mt. Rose Highway area. This was made possible through a Planning Grant that we received directly through the FTA. We have an agreement with the University to assist us with data collection. We're trying to do before and after studies for projects that RTC is implementing, so we're looking at counts for all modes of travel, not just vehicles, but bicyclist, pedestrian, safety issues, near misses and general operations. Since we're using Lidar technology to support this, we can really get a wealth of information from doing these analyses.

New activities, we will be undertaking an update to our Regional Transportation Plan, which is another Federally required document and must be updated every four years, so we're anxious to get a start on that. We're doing our first ever Regional Freight Plan. This is something new we're about to do as an MPO. NDOT has just finished their statewide prep plan, so we want to piggy back off of the work they did and have more of a regional focus here.

A couple efforts to help support the development of the RTP, we're doing a Regional Travel Characteristics Study. This is looking at how people move around. We're not only seeing more people remote work or more people take different modes, what are we seeing in terms of tourism and visitors and how that is impacting travel. It's really a broad scale look and because it is so large scale, we only tend to do this about every 10 years, as it's a pretty expensive effort. That is going to inform our travel demand model, which we do a lot of our traffic forecasting based upon projections with households and employment data. It all kind of weaves together into one big effort to support this RTP, but it's a pretty robust program and we're basically utilizing all of the Federal funds that we have estimated to be available to accomplish this.

There are also the ongoing activities, not that they are any less important, but just things we do day to day. Maintenance of our Transportation Improvement Program, we collaborate with Truckee Meadows Regional Planning Agency, with what we call a shared work program, development review from what we receive from local jurisdictions and just general technical and administrative work.

I will note that the funds for the UPWP can only be used for Planning activities, analysis, etc. It can't be used for preliminary engineering or any construction or anything like that.

Commissioner Duerr, in the planning, one of the issues that we've heard a lot about in the last 5-6 years has been the challenge to get out to TRIC in Storey County, both from North Valleys and South Reno. We've made some great improvements with the Southeast Connector to help with that from the south, but in the north it's pretty challenging. One of things I wondered is if you could include in your Planning, is an integrated either bus or train system, from the North Valleys to Reno over to Sparks and out to TRIC. Is that something we could put in Planning? I know it's not in the immediate future, but that would really help our community.

Mr. Doenges, I think we can undertake that as part of the overall Regional Transportation Plan update that we're doing. We're going to be looking at all modes, the modeling, and all connectivity. That is something we can address of part of the plan for the region.

Commissioner Hill, when is the RTP coming to the Board? Also, when do we give our input for that plan?

Mr. Doenges, today is basically just giving us the OK to use the funding to update, but we have to have an approved plan by spring 2025. It sounds like a long way out, but it's really a tremendous effort, especially with all the other moving pieces. My personal goal, I would love to have it more or less finalized by the end of calendar 2024. We'll be bringing this back throughout the different phases of the development. We'll have extensive public outreach as well and will be working with the staff of all jurisdictions. I would anticipate bringing this to the Board 3-5 times as we are developing it.

Commissioner Hill asked when Verdi is coming to this Board?

Mr. Doenges, we are planning for a June presentation.

Commissioner Duerr, which of these plans do you focus on for expanding our bus network? How are we going to help people get around?

Mark Maloney, RTC Director of Public Transportation, in July the 5-year Transit Plan was adopted and that plan took a holistic look at our ridership, every route, our changes in population, and our areas that have grown. In that plan we had yearly increments of changes to improve service and move things that work. May 5<sup>th</sup> is when the next change is coming. It moves things from a fixed route large bus into a micro transit smaller vehicle. Next year we are planning on the southern section, so there are changes to routes there, a new route, and a new micro transit is coming in. It's pretty much put by sections, but we bring each of those pieces back to the Board through the public for massaging and approval. You'll get a chance every time before we actually go and pull the trigger on anything.

Commissioner Duerr, so if I heard you right, the following May is when you hope to implement new micro bus system in South Reno? I would like to get with you to help get more people to participate in this public outreach?

Mr. Maloney, yes definitely.

Commissioner Duerr made a motion to accept the report, which was seconded by Vice Chair Hill, which motion carries unanimously.

5.7 Update, discussion, and potential direction to staff regarding legislative measures and issues being considered during the 82nd (2023) Session of the Nevada Legislature. (For Possible Action) *Moved to discuss before Consent Items.*

**Item 6        *REPORTS (Informational Only)***

**6.1     **RTC Executive Director Report by Bill Thomas****

1. Alex Wolfson joined our team on March 20<sup>th</sup> as Traffic Engineer and Project Manager. Alex comes to us from the City of Reno where he coordinated and administered transportation projects. Prior to that, he worked for NDOT District 2 as an Engineering Manager. He was responsible for the district's permitting, utilities coordination, traffic engineering, and traffic management center. We're happy to add such an experienced and high-quality employee to our staff.
2. We also have a couple of anniversaries. Christian Schonlau and Graham Dollarhide are both celebrating one year at the RTC. Christian's anniversary was April 4<sup>th</sup> and Graham's was the 11<sup>th</sup>. Christian is our Director of Finance and Graham is a Senior Technical Planner. Both have been doing a great job for us and we appreciate the work they do.
3. I am very pleased to announce the newest member of the RTC family. Lauren Ball and her husband, Stephen, welcomed Zoe Harper Ball into the world, March 10<sup>th</sup>. Zoe was born at 20 inches and 6 pounds, 5 ounces. Lauren says the baby is healthy, happy, and growing like a champ. She's also a good sleeper, which is great news for Lauren. This is the Ball family's second child.
4. NV Energy has awarded the RTC with two Economic Recovery Transportation Electrification Plan – or ERTEP Grants. The first is in the amount of 30-thousand dollars to fund UNR's feasibility study to examine the usage of second life batteries from our existing electric bus fleet. This could provide additional fast charging opportunities. The other grant is for 2-million dollars to add charging capabilities at our 4<sup>th</sup> Street Station or the future Meadowood Mall station. We will receive that money once we submit our claim package of the project.
5. The American Society of Civil Engineers, Truckee Meadows Branch held its annual awards banquet, last month. The RTC's Lemmon Drive Phase One Project won the award for 2022 Project of the Year for Transportation. This project included a diverging diamond intersection, widened a portion of Lemmon Drive, and made pedestrian and cycling improvements. This was the result of a lot of effort and teamwork with Washoe County, NDOT, Jacobs Engineering, PK Electrical, Black Eagle, J-U-B and Q&D Construction.
6. Today marks the end of Work Zone Awareness Week. A few of our construction projects are in full swing. These include Oddie Wells, Sky Vista, and the 4<sup>th</sup> and Woodland Roundabout. We know that construction can cause some traffic delays and frustration but we ask that drivers be patient and use extra caution in work zones. Safety of our workers and the public is our top priority.
7. RTC FlexRIDE provided transportation to its 200-thousandth customer, this week. This milestone shows how successful this service is for some of our passengers. FlexRIDE is our curbside-to-curbside transit service in areas that our fixed routes don't reach. Those include parts of Sparks and Spanish Springs, the North Valleys, and Verdi and Somerset. Passengers can schedule a ride on the new Transit app or by calling a dispatcher.
8. The March Driver of the Month for Keolis is Dana McGillivray. Dana grew up in Reno and graduated from Hug High School and Truckee Meadows Community College, majoring in business. Ms. McGillivray accepted her first transit position as a bus operator for RTC Ride on September 20, 2021. Dana transitioned into transportation with a lot of grace -- and her customer service has been stellar. Dana continues to hone the skill of being on time and adhering to the schedule. She's always smiling from ear-to-ear, lighting the room up. Dana has three beautiful children. In her spare time, she enjoys hanging out with her kids and cooking, which we're told is Dana's passion.

9. The March Employee of the Month for MTM is Ron Souza. Ron has been a valued part of our team since August 2021. He's a rock star on the Flex routes, and is known and appreciated by his regulars. During March he had no complaints, disciplines, or iDrive events, and had perfect attendance. We appreciate Ron for his commitment to our vision, that every trip is important.

I wanted to close my comments today by acknowledging a series of articles that were in the paper the last several weeks. First of all, I wanted to apologize to the Board, to the staff and community for any negativity that was presented in those articles about the RTC and its functions. I will say that what was said in those articles is not what I've experienced or what I've heard for the past 3-years. Regardless, I think it's my responsibility as your Executive Director to look into the charges and claims that were made about how we do or do not operate effectively.

Over the next several months, I will be working with Director Freed to put together a tool to measure the climate or the culture of our employees. The purpose will be specifically to find out if there are issues or things that we're doing for them, to them, or ignoring, which affects our ability to be the most effective and efficient organization. That is my commitment to you, and whatever comes out of that study that is reflective of me, will be part of what I would suggest you include in your future performance evaluations. I'm very happy that we now have Laura Freed, who is a very competent person, to be able to do this and we're looking at using an independent firm, so there isn't an opportunity for someone to claim that I'm somehow tainting the results. I want to learn if there are flaws made for me personally and how to fix them. I just wanted to put that on the record and again apologize for any negativity that reflected on the RTC.

## **6.2 RTC Federal Report**

Mr. Paul Nelson, RTC Government Affairs Manager, said the FTA Region 9 Administrator, Ray Tellis and his Deputy Regional Administrator, Amy Changchien, came to northern Nevada on Tuesday. We felt it was a pretty valuable time for them, because we took them to both of our main bus facilities and the Meadowood Mall. We showed them both of the BRT routes, some of our future plans, including the TOD Study and the future of our bus maintenance facility. It was a great opportunity not just for the RTC, but also for them to see first hand the kind of progress and opportunities we have in front of us.

Last month, Bill Thomas, Mark Maloney, Commissioner Hill and myself went to Washington DC for the APTA Legislative conference. While there, we had the opportunity to meet up with our Federal delegation staff and it was a good opportunity for us to tell them what our Federal priorities were and also what we had in mind from our congressionally directed spending.

Our application for the Congressionally Directed spending in the House was not approved, but the senators are still working through theirs and we are hoping for some good news today. The House majority released the limit safe grow active 2023 this week and their plan would be to raise the debt ceiling and tie it to its reduced spending and policies. The bill will rescind any unobligated COVID funding, but it can also reduce some of the spending that we have for things like Capital projects. Our partners in Washington DC say the way this bill is written right now, it's unlikely to pass.

You might have seen the working draft for the Truckee Meadows Public Lands Management Act. This is Senator Rosen's Lands Bill and we're keeping an eye on that to see if it will open up

additional land from the Federal side for development for businesses and industry, but especially for us, with additional roadways particularly in the Spanish Springs area.

### **6.3 NDOT Director Report**

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

- Traffic Safety
- Work Zone Safety Awareness Week
- National Bridge Report Ranks Nevada Bridges Some of the Nation's Best
- Pyramid Highway Phase 1 Public Construction Meeting
- I-580 Reno Reconstruction
- Mt. Rose Highway Turn Lane/Shared Use Path
- US 395 North Valleys Projects/Phase 1B/Phase 2
- North Virginia Complete Streets Project
- Reno Spaghetti Bowl Phase 2, Proposed Improvements and Timeline
- I-80 East Widening – Vista Boulevard to US Parkway

Upon conclusion of Director Larkin Thomason's report, Chair Lawson asked if the Commissioners had any questions.

### ***Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES***

Commissioner Schieve asked if we can get updated presentations on the Transit App, because we were all really excited about it, so I want to make sure that is something moving in the right direction. I would also like to see someone as a Director of Awesomeness or Culture when it comes to our employees and what that looks like? I know we celebrate them and I appreciate it, but I do want them to know a little more that we really do appreciate them, especially our bus drivers. What a hard job, but what an admirable job, showing up for us every single day. To our bus drivers, you are absolutely amazing. Thank you for what you do, you move this City. I'd like to recognize them in different ways and figure out a way where they do feel super valued.

Commissioner Garcia thank Executive Director Bill Thomas and RTC staff who did the driving tour District 3 with me. It was phenomenal, I saw a lot of improvements along Oddie Boulevard and Sun Valley Boulevard, so I really appreciate the time you took to give me the overview and I look forward to working with the Board.

Commissioner Hill thanks Scott Miklos and Jim Gee. They came to the Incline Village Mobility Hub Committee last night and stayed for a lot of contentious public comment and I really appreciate RTC's continued support.

Commissioner Duerr, when you look at the Consent Agenda, there are three major bridges in Reno that are all on this list. This is very significant, Arlington, Sierra and Keystone. Can we expedite work on the Arlington Core? Permitting usually takes two years, so is there any way we can make it shorter? On Keystone, can we incorporate Booth into that? I think it's worthy of a conversation going forward, which is how do we work with the Truckee River Flood project, which I also serve, to get their issues done at the same time that Keystone and Booth are potentially are being done? That would be a good coordination for streamlining. We did a tremendous amount of outreach on

Virginia Street, which Sierra Street is next door. Sierra is going to be a little challenging because it takes a bend across the river, and it is a very big pedestrian challenge and it is a bit of a safety challenge. Kudos to you for taking on such a big workload all at one time. It's amazing.

Commissioner Schieve, I know that we have some excess land available through some of these projects. Chair Lawson has been massive champion for looking at affordable housing and things like that with it. I wanted to know, is that a conversation that we need to bring back to the Board? The City of Reno wants to be a good partner and help you in any way we possibly can.

Chair Lawson said he thinks Commissioner Schieve and himself need to have a conversation on this one.

### ***Item 8 PUBLIC INPUT***

Chair Lawson opened the meeting to public input and called on anyone wishing to speak.

Mr. Gary Watson, President of Teamster 533. The performance presented by Keolis today only shows one picture, managements. The front-line workers that drive buses and maintain them day in and day out have a different picture of Keolis. I encourage you to do an employee survey and speak with them first hand and ask about their experiences working for Keolis. This will give a more accurate picture than the presentation presented today by their General Manager. Two wrongfully terminated employees would like answers as to why Keolis has failed to show up prepared to arbitration twice? One of those times was in February, which was missing from their presentation today. Mr. Pumphrey discussed Fair Labor Practices, which is related to these arbitrations. These employees were engaged in protected concerted activity and were wrongfully terminated and still have not had their day in arbitration. Almost half of the coach operators have been employed here a year or less. Stability in the ranks is lacking and this effects safety on our roadways. Keolis has not come prepared to the last negotiations, grievances, mediations, arbitrations and labor charges. My members can only expect the worst from this employer, because that is all Keolis has proven to them over the last four years that they've been here. It's always negative when I come speak before you, doesn't it get old? I think it does. Let's change that for these workers because that is who really matters.

There being no one else wishing to speak, the Chair Lawson closed public input.

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

There being no further business to come before the Board, the meeting adjourned at 12:04 p.m.

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ED LAWSON, Chair  
Regional Transportation Commission

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.2.1

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

**SUBJECT: Engineering Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Engineering Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## BICYCLE AND PEDESTRIAN IMPROVEMENTS

<b>Bus Stop Improvement and Connectivity Program</b>	
Kimberly Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/">https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/</a>
<i>Status: Construction is substantially complete and the contractor is addressing final punchlist items.</i>	

<b>Center Street Multimodal Improvements</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/">https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/</a>
<i>Status: Thirty percent (30%) design plans are produced. The project is being evaluated as part of the Downtown Micro Mobility Network Phase 1 with a recommendation to be made by the end of May. The public will be able to provide comments until the end of June.</i>	

## CAPACITY/CONGESTION RELIEF PROJECTS

<b>South Virginia Street &amp; I-580 Exit 29 Capacity &amp; Safety</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/">https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/</a>
<i>Status: Ongoing coordination with NDOT and City of Reno. 90% design plans were submitted. Right-of-way process and Public/Stakeholder meetings are underway. Construction is tentatively scheduled for summer 2024.</i>	

<b>Sparks Boulevard</b>	
Amanda Callegari, South Phase Project Manager Jeff Wilbrecht, North Phase Project Manager	<a href="https://SparksBLVDproject.com">SparksBLVDproject.com</a> .
<i>Status: South Phase: Minor construction items including installation of illuminated street signs, PCCP slab replacement, slope erosion improvements, and restriping will occur through May of 2023.</i>	
<i>North Phase: The final Environmental Assessment document for the North Phase is complete and the public comment period closed May 5. The project is reviewing comments received and will begin work on response and work towards preparing a draft Finding of No Significant Impact. Project design will continue to advance with final design anticipated for late summer 2023. Utility relocations are being evaluated to ensure project improvements are not in conflict.</i>	

<b>Steamboat Parkway Improvement</b>	
Amanda Callegari, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/">https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/</a>
<i>Status: The utility coordination and right-of-way acquisition process is ongoing. Construction is anticipated to start by summer of 2023.</i>	



<b>Traffic Signal Timing 6</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/">https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/</a>
<i>Status: New timing is being implemented for Prater Way between Rock Blvd and Pyramid Way.</i>	

<b>Traffic Signal Timing 7</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/">https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/</a>
<i>Status: Draft interlocal cooperative agreements have been sent to UNR and the Cities of Reno and Sparks for review. This new round of signal timing is expected to kick-off in July.</i>	

<b>Traffic Engineering (TE) Spot 10 – South</b>	
Doug Maloy, Engineering Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/">https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/</a>
<i>Status: The roundabout construction began in March with the construction of the retaining wall. Construction will continue throughout the summer.</i>	

<b>Traffic Management – ITS Phase 4</b>	
Doug Maloy, Engineering Manager	<a href="https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/">https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/</a>
<i>Status: The project will be complete this month pending favorable weather to allow minor remaining work at the Pyramid Way and Prater Way intersection.</i>	

<b>Traffic Signal Modifications 22-01</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/</a>
<i>Status: The consultant is completing final design. Right-of-way acquisition and NDOT permitting is ongoing.</i>	

<b>Traffic Signal Installations 23-01</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/</a>
<i>Status: Consultant is completing final design. Construction is expected to occur in late Summer and Fall.</i>	

## CORRIDOR IMPROVEMENT PROJECTS

<b>Arlington Avenue Bridges</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/">https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/</a>
<i>Status: The 60% design is complete. Coordination with utility companies is on-going. A Section 408 permit for geotechnical borings was submitted to Carson Truckee Water Conservancy District. Coordination with USACE, FHWA, and NDOT continues.</i>	

<b>Lemmon Drive Traffic Improvements and Resiliency</b>	
Amanda Callegari, Segment 2 Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/">https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/</a>
<i>Status: Segment 2 – A Request for Proposals (RFP) for environmental services and final design was released on January 12, 2023 and proposals were received February 16, 2023. An agreement with the selected firm is anticipated to come to the June 2023 Board for approval. RTC submitted a FY2023 RAISE Grant Application in February and will be notified of results in June 2023.</i>	

<b>Mill Street Capacity &amp; Safety (Kietzke Lane to Terminal Way)</b>	
Kim Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/">https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/</a>
<i>Status: 60% plan review is complete and right-of-way engineering is underway. The right-of-way acquisition process has begun. Coordination with utility companies is on-going. Outreach with adjacent business owners and with Reno Sparks Indian Colony continues.</i>	

<b>Oddie/Wells Multimodal Improvements</b>	
Maria Paz Fernandez, Project Manager	<a href="http://oddiewellsproject.com/">http://oddiewellsproject.com/</a>
<i>Status: Ongoing construction activities within the limits of Phase 2 (Sullivan Lane in Sparks to Silverada Boulevard in Reno) and Phase 3 (Silverada Boulevard to Sutro Street in Reno). New traffic pattern between Sullivan and US 395.</i>	
<i>Landscape installation on Phase 1 (Pyramid Way to Sullivan Lane in Sparks)</i>	
<i>Storm Drain and concrete work on the northside of Oddie Blvd on Phase 2</i>	
<i>Privacy wall installation on the northside and southside of Oddie Blvd on Phase 3</i>	
<i>Overall construction, including the remaining phases, is anticipated to continue over the next construction seasons and be complete by the third quarter of 2024.</i>	

<b>Sky Vista Parkway Widening Rehabilitation</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/">https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/</a>
<i>Status: Construction activities are ongoing. Public outreach efforts continue to develop as the team works on a roundabout education campaign tailored to the project area. This project is anticipated to be complete this fall.</i>	

<b>Truckee River Shared Use Path</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/">https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/</a>
<i>Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the necessary property in which the pathway will traverse.</i>	

## PAVEMENT PRESERVATION PROJECTS

<b>4<sup>th</sup> Street (Sparks) Reconstruction</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/">https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/</a>
<i>Status: Construction started in April 2023, and will continue throughout the summer.</i>	

<b>Arrowcreek Parkway Rehabilitation</b>	
Kimberly Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/">https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/</a>
<i>Status: The Contract bid was awarded to Sierra Nevada Construction (SNC). Construction is anticipated to begin in June 2023.</i>	

<b>Holcomb Avenue Rehabilitation</b>	
Amanda Callegari, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/">https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/</a>
<i>Status: The Contract for this Project was awarded to Granite Construction. Construction began on May 8, 2023 and will continue for approximately 12 weeks.</i>	

<b>Selmi Drive Rehabilitation</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/">https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/</a>
<i>Status: DOWL (former Farr West Engineering) is the selected team for the design. 90% design plans are underway. Construction is tentatively scheduled for spring 2024.</i>	

<b>Sutro Street &amp; Enterprise Road Rehabilitation</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/">https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/</a>
<i>Status: Construction contract was awarded to Sierra Nevada Construction (SNC) and construction on Sutro St started on April 3<sup>rd</sup> and it is expected to be completed by the end of May. Enterprise Rd construction is expected to start by May and be completed by the third week of June.</i>	

## OTHER PROJECTS

<b>4<sup>th</sup> Street Station Expansion</b>	
Jeff Wilbrecht, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/">https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/</a>
<i>Status: This project is on hold due as a result of ongoing coordination with City of Reno.</i>	

<b>Peppermill BRT Station</b>	
Scott Gibson, Project Manager	
<i>Status: The construction is ongoing throughout the summer.</i>	

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

Project	Property Owner	Purchase Amount	Amount Over Appraisal
n/a			

## CONTRACTS UP TO \$100,000

Project	Vender	Scope	Amount
Geiger Grade Road Realignment Project	Headway Transportation, LLC	Circulation and Access Study	\$25,000.00



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.2.2

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

**SUBJECT: Procurement Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Procurement Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## ATTACHMENT A

### PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
N/A	

<u>Request for Proposals (RFP)</u>	
Project	Due Date
RTC Regional Travel Characteristics Study	June 26, 2023
RTC Travel Demand Model Development	June 26, 2023

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

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

Project	Contractor	Award Date	Contract Amount
2023 Preventive Maintenance	Sierra Nevada Construction	4/6/2023	\$11,374,007
California Avenue Reconstruction	Sierra Nevada Construction	4/14/2023	\$2,024,007
Arrowcreek Parkway Rehabilitation	Sierra Nevada Construction	4/19/2023	\$3,807,007

### PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
Streetsaver Pavement Management System	Nichols Consulting Engineers	\$39,560

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
N/A					



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.2.3

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

**SUBJECT: Planning Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Planning Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## PLANNING STUDIES

<b>Verdi Area Multimodal Transportation Study</b>	
Xuan Wang, Project Manager	<a href="https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/">https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/</a>
<i>Status: The project team is developing a draft study report.</i>	
<b>Virginia Street Transit Oriented Development (TOD) Planning Study</b>	
Graham Dollarhide, Project Manager	<a href="https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/">https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/</a>
<i>Status: Project TAC meeting held. Public workshop with survey and website materials under development; to be held early June.</i>	
<b>Active Transportation Plan</b>	
Dan Doenges, Project Manager	<a href="https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/">https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/</a>
<i>Status: Project TAC meeting held. Survey and interactive map open through May. Attended several outreach events to provide information. Virtual meeting scheduled for the end of May.</i>	
<b>RTC Website Update</b>	
RTC Graphics Team	<a href="https://www.rtcwashoe.com/">https://www.rtcwashoe.com/</a>
<i>Status: Working with website maintenance contractor to refine web layout/structure.</i>	

## ONGOING PROGRAMS

<b>Data Collection Program</b>	
James Weston, Project Manager	<a href="#">N/A</a>
<i>Status: Field survey conducted to determine ideal data collection conditions at identified locations.</i>	
<ul style="list-style-type: none"><li>• <i>First round of data collection locations collected, analysis currently being worked on, 2<sup>nd</sup> round of collection starting the first week of May</i></li></ul>	
<b>Bicycle and Pedestrian Planning</b>	
RTC Planning and Engineering Staff	<a href="https://www.rtcwashoe.com/metropolitan-planning/">https://www.rtcwashoe.com/metropolitan-planning/</a>
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety &amp; facilities:</i>	
<ul style="list-style-type: none"><li>• <i>Preparing for Safe Streets and Roads for All (SS4A) application and ongoing coordination with the City of Reno.</i></li><li>• <i>Planning is working with Engineering to develop design details on roadway network concepts.</i></li><li>• <i>Coordinating with regional partners, including Safe Routes to School Coordinators, on data sharing for safety analysis.</i></li><li>• <i>Transportation Alternatives applications due May 19</i></li></ul>	
<b>Vision Zero Truckee Meadows</b>	
James Weston, Project Manager	<a href="https://visionzerotruckeemeadows.com/">https://visionzerotruckeemeadows.com/</a>
<i>Status: Meeting tentatively scheduled for May 23, 2023</i>	



- *Update on SS4A grant application.*
- *Update on Active Transportation Plan.*

## COMMUNITY AND MEDIA OUTREACH ACTIVITIES

### Outreach Activities

Paul Nelson, Project Manager

*Status: RTC staff conducted the following outreach activities from March 17-April 7*

*April 19 Sparks Boulevard Public Hearing, Jeff Wilbrecht Presentation*

*April 20 Ward 4 NAB Meeting, Paul Nelson Presentation, Jeff Wilbrecht Answered Questions*

*April 20 South Virginia Street I-580 Virtual Meeting, Maria Paz Fernandez Presentation*

*April 25 Arrowcreek Project Virtual Meeting, Kimberly Diegle Presentation*

*April 26 Legislature, Senate Growth & Infrastructure, Mike Hillerby Testified on SB451*

*May 1 Pyramid Highway Groundbreaking Ceremony, Dale Keller/Ed Lawson spoke*

*May 3 RTC Technical Advisory Committee (TAC) Meeting*

*May 4 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting*

*May 5 Reno Aces-Micheladas de Reno Sponsorship, Devon Reese threw First Pitch*

*May 12 Stuff-A-Bus for Seniors at Sparks Target*

### Media Relations & Social Media

Paul Nelson, Project Manager

*Status: The RTC issued seven news releases and received seven media inquiries regarding the Sutro Street Closure, Oddie Road Closure Update, 4<sup>th</sup> Street rehabilitation Project.*

*Social media was used to promote and provide information about the Sutro Rehabilitation Project Detour, the Sparks Boulevard Community Hearing, the RTC Board Meeting, the 200,000<sup>th</sup> FlexRIDE passenger, the Oddie Wells Detour, the 4<sup>th</sup> Street Rehabilitation Project Detour Map, The Sparks Boulevard Public Hearing (Virtual), the NDOT Pyramid Highway Project Groundbreaking Ceremony, the RTC Service Improvements.*

*Social media metrics for the month of April: 31,569 impressions on Facebook, Twitter, YouTube, and Instagram.*

### Informational Materials and Video Production

Paul Nelson, Project Manager

*Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the Keystone Bridge, South Virginia Project in Midtown, Sparks Boulevard Project, Work Zone Awareness, and Speeds/Safety in Work Zones.*



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.2.4

To: Regional Transportation Commission

From: Dan Doenges, PTP, RSP, Director of Planning

**SUBJECT: Advisory Committee Report**

**RECOMMENDED ACTION**

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

**BACKGROUND AND DISCUSSION**

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

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

The CMAC and the TAC met on May 3, 2023 and May 4, 2023, respectively. Each committee reviewed a report from the RTC's Director of Finance regarding the Fiscal Year 2023 increase in the Indexed Fuel Taxes in Washoe County, acknowledged the receipt of the Fiscal Year 2024 RTC Tentative Budget, acknowledged the receipt of a presentation on the Midtown Reno Post-Construction Evaluation Study, reviewed a report from the RTC's Public Transportation Department regarding the Bus Stop Improvement & Connectivity Program, and acknowledged receipt of a presentation on RTC Active Transportation Plan.

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There has not been a RRIF TAC meeting since the Board previously met.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.2.5

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

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

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Public Transportation and Operations Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## BACKGROUND AND DISCUSSION

## ATTACHMENT A

### Highlights

**Microtransit Service Achieves Significant Milestones** – RTC’s FlexRIDE achieved a significant milestone on Friday, April 21 transporting its 200,000<sup>th</sup> passenger. Then on May 1, the service saw its highest level of ridership in one day. FlexRIDE is an on-demand, curb-to-curb service that extends or complements RTC RIDE services provided in the region. The intention of FlexRIDE is to provide a transit option in areas either not adequately served by the existing and planned fixed-route bus network or have recently had unproductive fixed-route bus service removed.



In November 2019, RTC began the FlexRIDE service in Sparks, Nevada. Today, service has expanded and is offered in North Valleys, Northwest Reno (including Somerset/Verdi) and Sparks/Spanish Springs.



**Free RTC Transit rides Provided on Earth Day** - RTC provided free transportation to and from the Reno Earth Day event at Idlewild Park from on April 23<sup>rd</sup> from 10:30 a.m. to 5:30 p.m. RTC Transit Route 16 Special dropped off and picked up Earth Day eventgoers at RTC 4TH STREET STATION in Downtown Reno, or from the courthouse parking lot, at the intersection of Virginia Street and Court Street, taking them to and from Idlewild Park every 15 minutes. Free pedicab rides were also available.

**SENIOR DAY AT THE NEVADA LEGISLATURE** - RTC staff attended Senior Day at the Nevada State Legislature on Friday, April 7, 2023, along with a bus load of seniors transported free on an RTC RIDE hybrid/electric bus. On the way to the event, staff provided information to 25 seniors about transit options specifically for their needs including RTC’s Travel Training program. This program strives to empower older adults with the knowledge and confidence to utilize public transportation, which they can access to stay connected to their family, friends, and the greater community. AARP Nevada and the Senior Coalition of Washoe County hosted the event.



Seniors make up approximately 11% of Nevada’s population and are expected to increase dramatically as Nevada is among the top in the nation for senior population growth. Accessible transportation is a key issue for many Northern Nevada seniors and the majority of older adult’s state they want to age in place in their current home. To do so requires access to transportation in order to obtain health care, groceries, and social activities. Speakers at the event included the Nevada Secretary of State, Francisco Aguilar; Aging & Disability Services Administrator, Dina Schmidt; Nevada Housing Coalition Executive Director, Christine Hess; and Assemblywoman Shondra Summers Armstrong.

**RTC RIDE Key Highlights – April**

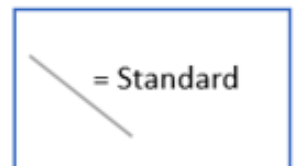
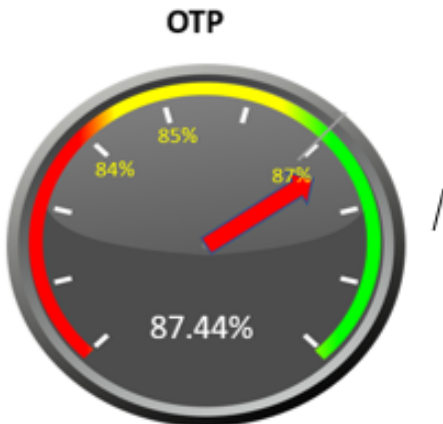
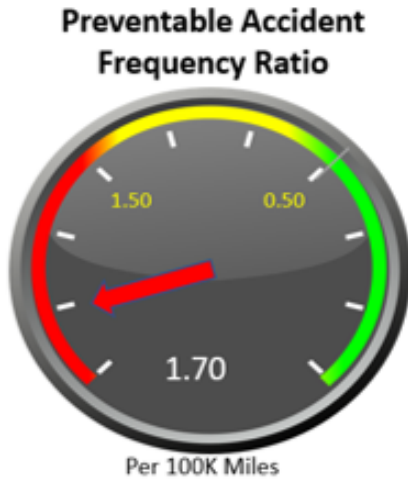
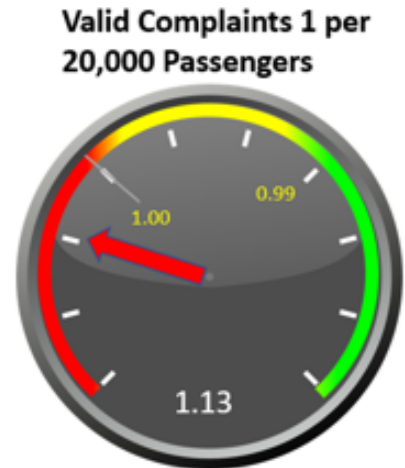
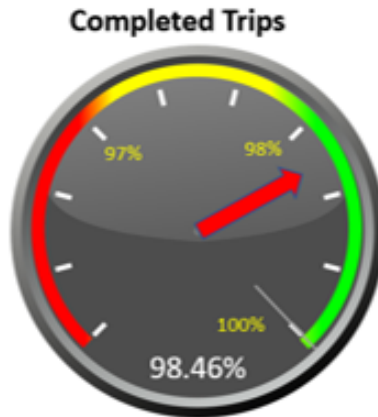
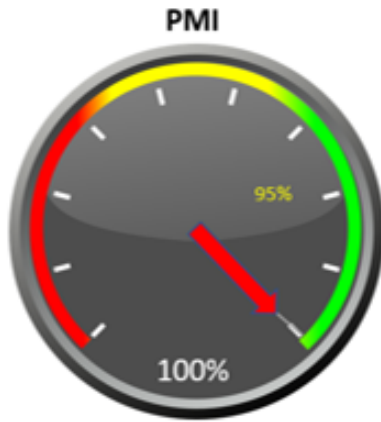
- Released 6 trainees to operations for revenue service.
- 1 driver termination (due to attendance)
- 1 day of Inclement weather (snow)
- Bus shuttle requested to transport seniors for Senior Day, April 7th, at the Carson City State Legislature
- Keolis participated in Earth Day with an Electric bus on display at Idlewild Park. HR participated with Keolis representation & recruitment for open positions.
- Provided a shuttle service on 4/18/23 at the Reno-Tahoe Airport for press and Nevadans to meet and greet the VP of the United States
- Driver’s bid for May service change commenced on 4/3/23
- 98% for completed service hours and trips
- Employee Engagement:
  - Gift Cards were distributed for observed Safe Acts, Compliments, On-Time Performance, and being sharp in Uniform.
  - Keolis, Engagement & Inclusion committee implemented. (This committee meets monthly with representation from all departments to increase employee engagement for events, team building, increased retention, and understanding of policies & procedures.)
- CUTA Training: Classes continue. CYD:
  - 88 employees have completed Module 1
  - 16 employees have completed Modules 1, 2, 3, & 4
  - 20 employees have completed Modules 1 & 2
- 3 new grievances filed
- 2 ULP’s filed, 1 settled

**Keolis represented staffing headcount as of April 30, 2023:**

<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Coach Operator Trainees	11	0
Coach Operators	157	0
Dispatchers	6	0
Road Supervisors	4	1
Manager On Duty	5	0
Mechanic A	5	1
Mechanic B	4	0
Mechanic C	4	1
EV Technician	1	0

Position	Total Employed	#Needed
Maintenance Supervisor	3	0
Electronics Tech	2	0
Body Technician	1	1

## Contract Compliance Dashboard for April



## **RTC ACCESS Key Highlights – April**

### **Safety:**

- **Accidents:**
  - 0 Preventable
  - 0 Non-Preventable
- **Injuries:**
  - 0 Modified Duty
  
- YTD Preventable Accident Count: 4
- YTD Injury Count: 3
  
- **April Safety Blitz**
  - *Three Month Safety Competition*
    - Throughout April, May, and June as drivers receive negative safety items (iDrives, complaints, incidents, etc.) their names are scratched from a list. At the end of the three months, all remaining drivers on the list without a negative incident will be put into a drawing for a chance to win items including dashcams or car tire inflators / jump starters.
  
  - *Let's Make A Deal Competition*
    - As long as MTM remains accident free (no incidents caused a claim), drivers are entered into a weekly drawing to win one of three gifts cards for dinner on MTM (BBQ, Steak house or Seafood). If a preventable incident occurs, the draws stop for the remainder of the month.
- **April Safety Meeting**
  - Distracted Driving, Vehicle Emergencies, and Fire Extinguisher Training video.

### **MTM represented staffing headcount as of April 30, 2023:**

<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Drivers	52 FT – 8 PT	3 FT – 0 PT
Dispatchers	3 FT	1
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	1
Utility Worker	1	0
Facility Technician	1	0



**TRANSIT DEMAND MANAGEMENT (TDM) Update**

- Vanpools dropped to 337 as Tesla’s churn continues. RTC staff continues to work with Lake Tahoe residents to start more vanpools. Staff met with the Truckee/North Tahoe TMA (Transportation Management Association) on April 3<sup>rd</sup> who intends to apply for a grant to help subsidize vanpools going to the Lake.
- Staff reported on 2 “Road Ahead” shoots, 1 on the vanpool program and 1 on the bus pass subsidy program.
- Staff continues to work on filling the board for the Northern Nevada Transportation Management Association.
- Staff tabled 2 Earth Day events, the first at UNR on Wednesday April 19, and the second on Saturday April 22<sup>nd</sup> at Idlewild Park. At the Reno Earth Day at Idlewild Park, RTC provided a free shuttle from the Courthouse parking lot to the event from 10am to 6pm. RTC also had an all-electric bus at the event for people to board and check out.
- Staff attended the Incline Village Mobility Public info Workshop on April 20<sup>th</sup>.
- Staff has been working with Elizabeth Guillen, a student at UNR on RTC’s ED Pass Program. RTC is pleased announce that Miss Guillen received an Golden Pine Code Award for her work related to the ED Pass Program and staff wishes to congratulate her on this award.

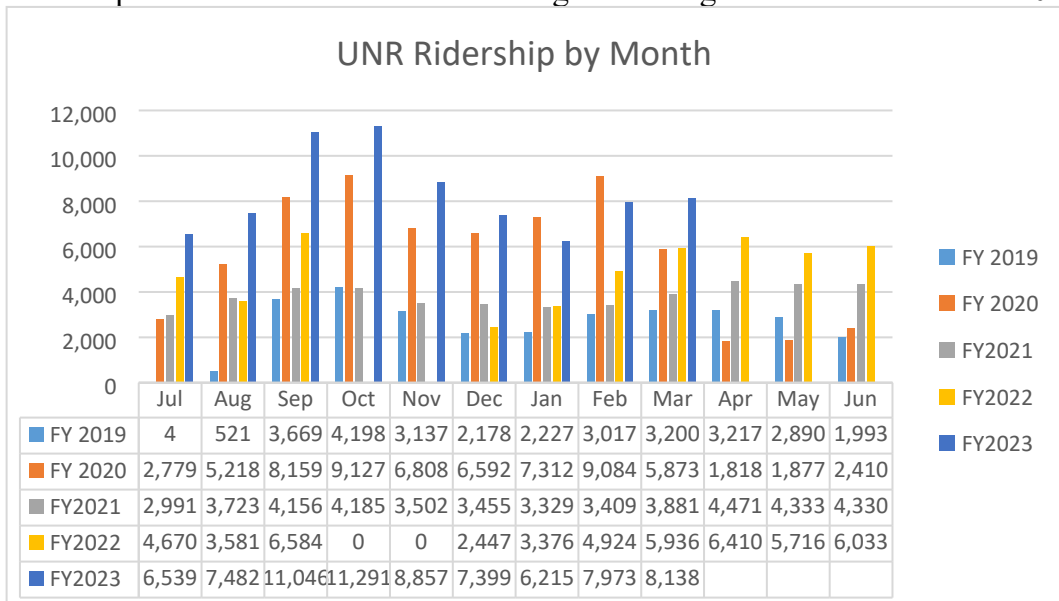


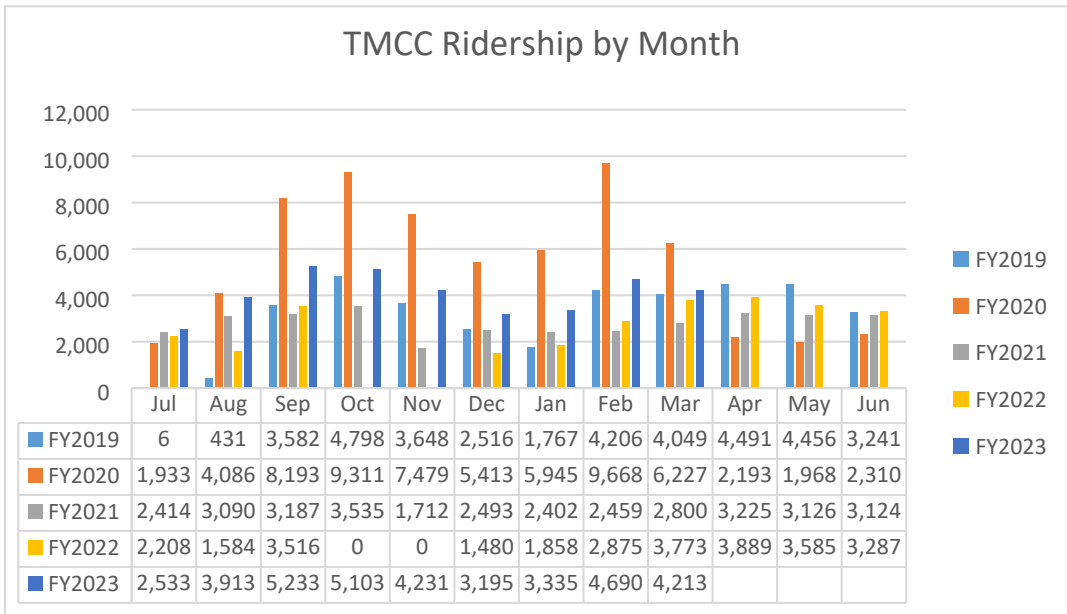
Photo 1-Earth Day Event at UNR



Photo 2 - Earth Day Event at Idlewild Park

- Ridership numbers from the ED Pass Program through the month of March 2023:

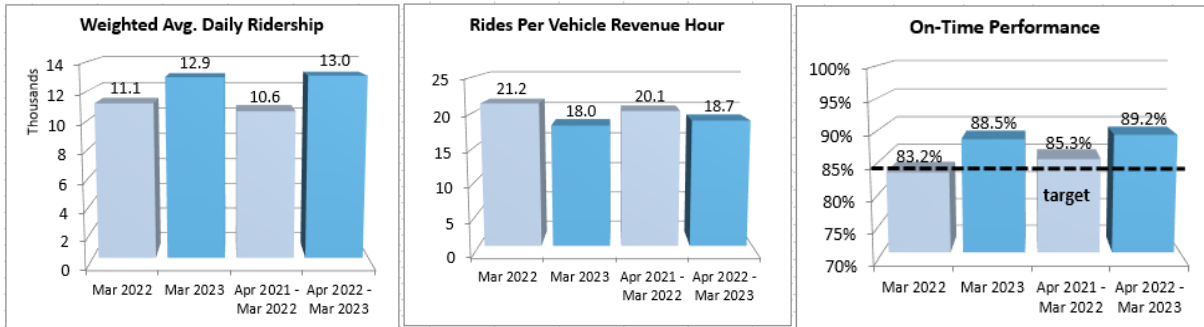




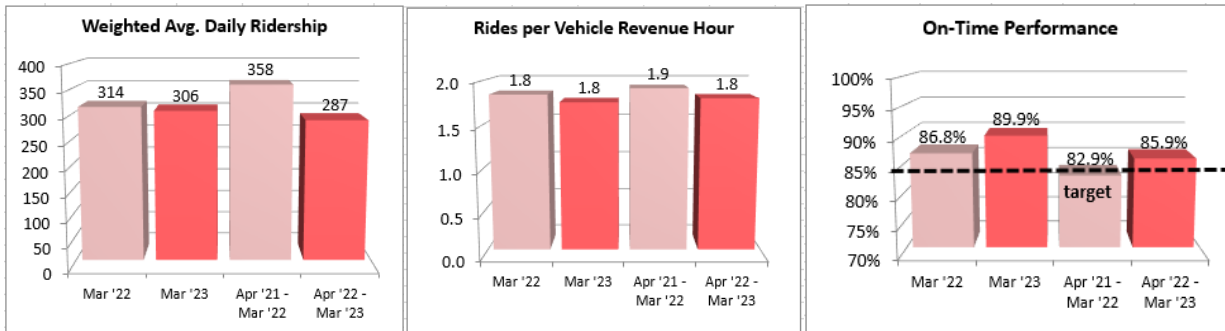
Ridership numbers in October & November of 2021 were affected by the driver strikes.

## **MARCH 2023 TRANSIT PERFORMANCE**

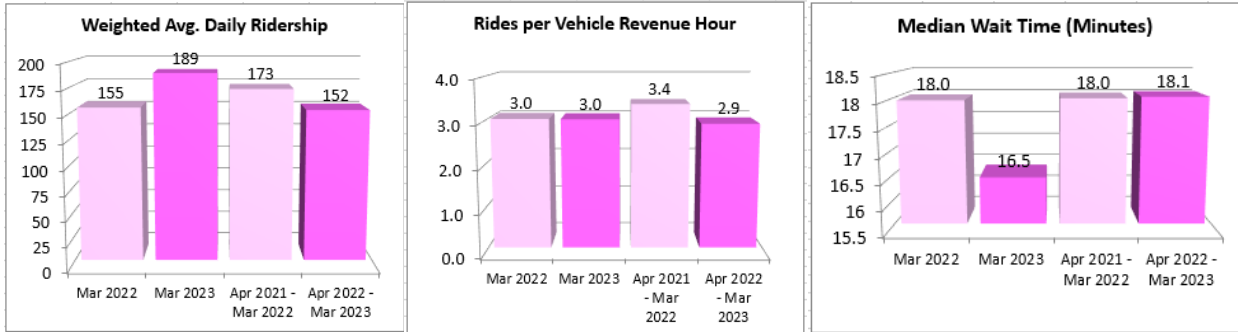
### **RTC RIDE**



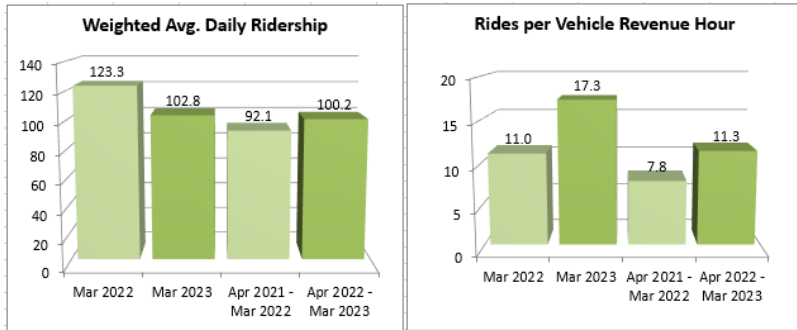
### **RTC ACCESS**



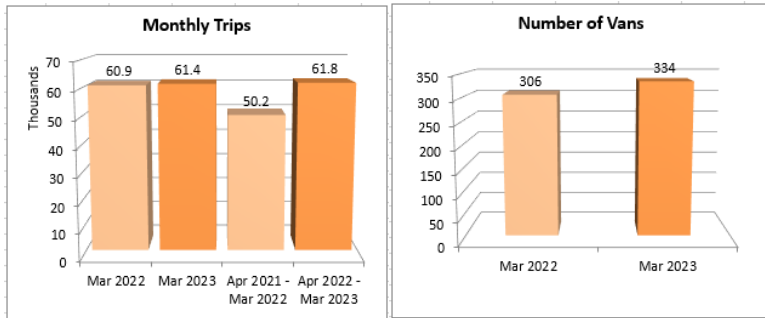
## RTC FlexRIDE



## TART



## RTC VANPOOL





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.3.1

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

**SUBJECT: RTC and TMRPA Shared Work Program**

**RECOMMENDED ACTION**

Approve the Fiscal Year (FY) 2024 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA).

**BACKGROUND AND DISCUSSION**

The RTC/TMRPA Shared Work Program is an annual agreement which defines the collaborative tasks to be undertaken to advance the metropolitan transportation planning program administered by RTC. General support activities include GIS, modeling, analysis, and operating support services. The budget includes \$75,000 for these services in FY 2024. In addition, the RTC has budgeted 200 hours of staff time to assist with TMRPA efforts such as the update of the Regional Plan. The scope of the Work Program is provided in the Attachment.

**FISCAL IMPACT**

The budget for this item is \$75,000 and is included in the FY 2024 - FY 2025 UPWP.

**PREVIOUS BOARD ACTION**

4/21/2023      Approved the FY 2024 - FY 2025 UPWP.

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# **Regional Transportation Commission of Washoe County and Truckee Meadows Regional Planning Agency Shared Work Program**

The Regional Transportation Commission of Washoe County (RTC) has budgeted for the Shared Work Program in the Unified Planning Work Program (UPWP) for fiscal year ending (FYE) 2024. Through this agreement, RTC will reimburse the Truckee Meadows Regional Planning Agency (TMRPA) \$75,000 for the program items described below. In addition, RTC will contribute in-kind staff services to support implementation of the 2019 Truckee Meadows Regional Plan and other regional planning efforts as appropriate, and provide IT and phone support to TMRPA in FYE 2024.

## **GIS, Modeling and Analysis Services**

TMRPA staff services for GIS data and modeling work may include:

- Updates and additional improvements of the TMRPA Population & Employment Model (PEM) development and continuous improvement of GIS database framework to provide flexible GIS solutions for both TMRPA and RTC, including
  - Automation of GIS dataset updates, including database replication and integration (inclusive of the 2020 Census data if applicable and available)
  - Develop online GIS data strategy and work towards creating an online GIS dataset repository and data viewer for transportation demand model results and other transportation related datasets
  - Support for data collection and processing
  - Support for development tracking;
- Ongoing support for the RTC's TransCAD travel demand model, including assistance with aggregation of population, employment, feature, and boundary data;
- Support maintenance of online viewer for TransCAD Regional Road Impact Fee (RRIF) Program;
- Spatial analysis of residential and employment densities and changing demographics to support the evaluation of land use and transportation policy, including scenario analysis;
- Additional GIS data and modeling projects identified during FYE 2024;
- Services to support the Regional Transportation Plan, including
  - Train RTC staff on aggregation of parcel-level data to Traffic Analysis Zones (TAZs)
  - Assist the RTC with GIS and data support for walking audits of urbanized areas in the region
  - Assist the RTC with the Regional Travel Characteristics Study and Travel Demand Model development project

RTC staff tasks for GIS data and modeling work may include:

- Supporting development of consensus forecasts and aggregating parcel-level data to TAZs; and
- Supporting development of the Public Infrastructure Plan (PIP) relating to transportation

## **Operating Support Services**

RTC cash contributions for support of TMRPA operations may include:

- Data to support the PEM and Consensus Forecast including, but not limited to, ESRI Census data, income data and employment data
- Proportion of TMRPA ongoing services and supplies

## **IT Support Services**

RTC staff services for support of TMRPA operations will include:

- Information technology support
- Telephone support

## **Budget & Work Program Implementation**

Operational adjustments to the shared work program components and priorities may be made from time to time by mutual agreement of the RTC Executive Director and the Director of Regional Planning. TMRPA services outlined in the Shared Work Program are budgeted at \$75,000. TMRPA will invoice the RTC quarterly and payments will be made to the TMRPA at the end of each quarter during FYE 2024. TMRPA will provide a quarterly progress report including a description of the work completed with the invoices.

## **Regional Plan Update**

RTC has budgeted 200 hours for staff services in support of TMRPA operations, including:

- Participation on the Regional Plan Update Working Group, including Natural Resources (NR) Plan and Public Infrastructure Plan (PIP) topics
- Travel demand and air quality modeling support for the Regional Plan
- Support performance metric evaluation



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.3.2

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

**SUBJECT: Cooperative Agreement for Metropolitan Planning Funds**

**RECOMMENDED ACTION**

Approve Cooperative Agreement No. PR207-23-802 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for fiscal year (FY) 2024 federal metropolitan planning funds.

**BACKGROUND AND DISCUSSION**

Federal metropolitan planning funds are the funding source for the majority of activities in the Unified Planning Work Program (UPWP), which RTC adopts biennially. The UPWP identifies the planning studies, which the agency undertakes to support the metropolitan transportation planning process. In order to receive funding for the UPWP, the RTC must enter into a cooperative agreement with NDOT. Both the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) provide metropolitan planning funds for transportation planning in metropolitan areas.

Cooperative Agreement No. PR207-23-802 is an annual agreement that identifies the amount of federal metropolitan planning funds for that fiscal year. The FY 2024 federal funding is estimated at \$3,722,929.58. When approved, this agreement will become effective July 1, 2023.

The UPWP documents the major transportation planning activities to be undertaken each fiscal year and the funding sources necessary to support these activities. Federal regulations require the RTC to develop and approve the UPWP as the Metropolitan Planning Organization for the region. The UPWP is developed in coordination with the RTC Annual Budget, incorporating the major objectives, revenues, and expenses identified in the budget.

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**FISCAL IMPACT**

The \$3,722,929.58 in federal PL funds requires a local match of \$195,943.66 (a 95/5 ratio). Funding for this item is included in the FY 2024 Budget.

**PREVIOUS BOARD ACTION**

4/21/2023      Approved the FY 2024 - FY 2025 Unified Planning Work Program.



COOPERATIVE AGREEMENT

This Agreement is made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Regional Transportation Commission of Washoe County, 1105 Terminal Way, Suite 300, Reno, NV 89502, hereinafter called the "MPO".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to set forth general provisions for the duties of the parties for the expenditure of the Federal Metropolitan Planning (PL) funds set forth hereinafter called the "PROJECT;" and

WHEREAS, the current Transportation Act provides funding for all modes of transportation under which this PROJECT is eligible for ninety-five percent (95%) federal funds and five percent (5%) matching funds; and

WHEREAS, the PROJECT has been approved for Federal Planning funds, Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.205; and

WHEREAS, the transportation planning services to be provided by the MPO shall be of benefit to the DEPARTMENT, the MPO and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - RTCWA AGREES

1. The undersigned signatory MPO hereby commits to complete, during State Fiscal Year (FY) 2024 starting July 1, 2023 and ending June 30, 2024, the Unified Planning Work Program (UPWP) as approved and is incorporated herein by this reference and made an express part of this Agreement.

2. To be responsible for the maintenance of a comprehensive, continuing, and cooperative transportation planning process, and as such, shall be responsible for all

transportation planning funds for the study area whose boundaries shall include the limits of the MPO Planning Area Boundary.

3. To be responsible, in cooperation with the DEPARTMENT, for designating the project priorities on the System of Streets and Highways within the MPO's boundaries, consistent with the guidelines governing the Regional Transportation Improvement Program.

4. To be responsible, in cooperation with the DEPARTMENT, for compiling, reviewing the planning consistency of, and adopting a fiscally constrained Transportation Plan and Transportation Improvement Program for the Metropolitan Planning Area.

5. To develop and implement a public participation program to assist the MPO in identifying community transportation needs and desires. Various methods of providing for public involvement and input may be used as deemed necessary or appropriate. These methods may include but are not limited to meetings, hearings, workshops, citizen committees, and newsletters.

6. To be responsible, in cooperation with the DEPARTMENT, for the annual development, maintenance, adoption, and administration of the MPO Unified Planning Work Program as required by Title 23 Code of Federal Regulations 450.314 and Title 23 Part 420, herein incorporated by reference. The Unified Planning Work Program is a program budget document within which the comprehensive metropolitan planning process is defined so that Federal and DEPARTMENT planning requirements can be met.

7. To provide funds, from sources other than the DEPARTMENT or Federal funds, to cover the balance of the work defined in the Unified Planning Work Program. Any funding provided by the DEPARTMENT as indicated in the Unified Planning Work Program must be expended in the program year indicated. The DEPARTMENT's obligation to provide DEPARTMENT funds lapses at the end of each program year as indicated in the approved Unified Planning Work Program. Eligible costs as well as methods for documenting those costs attributable to the project contracting requirements shall be governed by the current provision of:

a. Office of Management and Budget (OMB) Title 2 Subtitle A Chapter II Part 200.

8. To invoice the DEPARTMENT quarterly for actual eligible costs (with supporting auditable documentation) of completing planning activities as contained in the approved Unified Planning Work Program. Monthly billings will be allowed, at the DEPARTMENT's discretion, on a case by case basis. Reimbursement shall not exceed the approved federal funds for the fiscal year that is programmed. This Agreement does not cover fund sources other than the PL funds and the 5303 Federal Transit Administration (FTA) funds transferred to FHWA to become PL funds. The MPO is responsible for the non-federal match as required.

9. To invoice the DEPARTMENT for final quarter eligible costs within forty-five (45) calendar days of the program completion.

10. To submit for review a year-end report accounting for the expenditure of all funds and services included as part of the transportation section of the Unified Planning Work Program, with optional quarterly reports accounting on expenditures and services.

11. To permit the DEPARTMENT and the FHWA to audit the books, records, and accounts of the MPO pertaining to the MPO's Unified Planning Work Program. In addition, the MPO will present to the DEPARTMENT the results of any independent audit, review, and/or inspection of the MPO's Unified Planning Work Program prepared by or for the MPO.

12. To provide and maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at the administrative offices of the MPO at all reasonable times during the tenure of this Agreement and for three (3) years from federal acceptance of the project for work accomplished by the MPO under the UPWP. Such materials will be made available for inspection by authorized representatives of the DEPARTMENT or the FHWA, and copies thereof shall be furnished if requested.

13. To establish a separate fund to provide funding for the transportation planning process and to match Federal transportation planning funds. The estimated amount of local match to be paid by the MPO is One Hundred Ninety-Five Thousand Nine Hundred Forty-Three and 66/100 Dollars (\$195,943.66).

14. Should MPO expend funds in excess of those federal funds actually encumbered for FY 2024 against this UPWP, those costs shall be borne solely by the MPO.

15. The Director of the DEPARTMENT shall be an ex-officio member for participation in matters pertaining to planning. The Nevada Division Administrator of the FHWA shall act in an advisory capacity

16. During the performance of this Agreement, the MPO, for itself, its assignees, and successors in interest agrees as follows:

a. Compliance with Regulations: The MPO shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The MPO, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The MPO shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the MPO for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the MPO of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin.

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

e. Sanctions for Noncompliance: In the event of the MPO's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the MPO under this Agreement until the MPO complies, and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part.

## ARTICLE II - DEPARTMENT AGREES

1. Subject to availability of funds this FY, UPWP funds encumbered by the DEPARTMENT include, but may not exceed, the following: The estimated amount of federal funds for FY 2024 is Three Million Seven Hundred Twenty-Two Nine Hundred Twenty-Nine and 58/100 Dollars (\$3,722,929.58).

2. Reimbursement of these funds will begin when the funds are made available to the DEPARTMENT.

3. To participate in the ongoing transportation planning program and to provide funds for eligible activities in the federally approved UPWP. Any State funds used shall come from monies authorized by NRS Chapter 408, and shall be utilized for funding only by agreement in writing approved by the DEPARTMENT.

4. To program the approved Federal funds each year allocable to the MPO. The DEPARTMENT agrees to reimburse the MPO ninety-five percent (95%), of the amount approved by FHWA of the program costs upon receipt of quarterly billings with supporting documentation. Total reimbursement shall not exceed the total amount appropriated for each federal fiscal year. Reimbursement shall not exceed the total amount appropriated for each federal fiscal year. Reimbursement shall not exceed the amount shown for each of the tasks in the approved MPO UPWP.

5. To reimburse the MPO PL funds no later than fifteen (15) calendar days (FAST Act) after the date of receipt as authorized in Title 23 United States Code (USC). The invoice must contain all appropriate documentation and backup material. If the required documentation contains errors or is not included with the invoice as required, the invoice will be returned to the respective MPO for corrections. After corrections are made, the invoice will be returned to the DEPARTMENT and the 15 calendar day period will begin affective upon stamped receipt of the corrected invoice.

6. To notify the MPO within thirty (30) calendar days of the publication of a FHWA Notice as authorized by Congress of the Rescission of Federal Metropolitan Planning funds of the amounts to rescinded from each of the various Metropolitan Planning areas of the State of Nevada under said Notice together with any amounts withheld by the DEPARTMENT and the basis for this allocation.

7. The DEPARTMENT shall inform the MPO and the FHWA Division Office of the amounts allocated (per the mutually agreed upon allocation formula) to the MPO as soon as possible, but no later than thirty (30) calendar days, after PL and 5303 FTA funds have been apportioned by the United States Department of Transportation (USDOT) to the DEPARTMENT.

### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2024.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. In the event that the MPO performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the MPO shall forfeit any and all right to payment for such work.

4. The MPO, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the MPO's provision of services and work performed following termination of this Agreement and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

5. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. MPO shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 1 through 6 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

7. The MPO shall not proceed with said work until a copy of this fully executed Agreement is received. If the MPO does commence said work prior to receiving a copy of this fully executed Agreement, the MPO shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the MPO shall not rely on the terms of this Agreement in any way, including, but not limited to, any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the receipt of the fully executed Agreement. In the event the MPO violates the provisions of this Section, it waives any and all claims and damages against the DEPARTMENT, its employees, agents and/or affiliates, including, but not limited to, monetary damages and/or any other available remedy at law or in equity.

8. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Tracy Larkin Thomason, Director  
Attn: Kevin Verre, Chief, Multimodal Program  
Development  
Nevada Department of Transportation  
Division: Planning  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7712  
Fax: (775) 888-7207  
Email: [kverre@dot.nv.gov](mailto:kverre@dot.nv.gov)

FOR MPO:

William A. Thomas  
CC: Daniel Doenges, Director of Planning  
1105 Terminal Way, Suite 217  
Reno, NV 89502  
Phone: (775) 335-1826  
Email: [bthomas@rtcwashoe.com](mailto:bthomas@rtcwashoe.com)  
Email: [ddoenges@rtcwashoe.com](mailto:ddoenges@rtcwashoe.com)

10. Should this Agreement be terminated by the MPO prior to completion of the PROJECT, MPO shall reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination and all costs incurred by the DEPARTMENT because of this Agreement's termination.

11. MPO agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

12. MPO shall ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of MPO and the DEPARTMENT. MPO shall ensure any subconsultant shall not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both MPO and the DEPARTMENT. MPO shall not utilize (and shall ensure any subconsultant shall not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. MPO (and any subconsultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

13. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

14. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

15. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

16. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of 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, including a breach of the same term.

17. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which shall set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the term of this Agreement, this Agreement shall terminate.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

24. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

25. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

26. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

27. Pursuant to NRS 239.010 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

28. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

29. This Agreement constitutes the entire agreement of the parties and such is intended as a 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 an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.



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

Regional Transportation Commission of Washoe County

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

\_\_\_\_\_

Bill Thomas Executive Director  
Name and Title (Print)

Director

Approved as to Legality and Form:

DocuSigned by:  
*Shane Chesney*  
D05102A3E4B2413...  
Deputy Attorney General

In Process



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.4.1

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

**SUBJECT: UNR Transportation Research Interlocal Cooperative Agreement**

**RECOMMENDED ACTION**

Approve an Interlocal Cooperative Agreement with the University of Nevada Reno (UNR) Civil Engineering Department to provide funding for UNR's Transportation Research Program, in an amount not-to-exceed \$200,000.

**BACKGROUND AND DISCUSSION**

This cooperative agreement provides funding for UNR's Center for Advanced Transportation Education and Research (CATER) to perform technical services needed for the purpose of improving design, researching current traffic engineering practices, traffic signal equipment testing, and other traffic engineering related studies in Washoe County.

UNR has been conducting research and preparing studies and reports for the RTC through cooperative agreements since 2007. The work conducted through this program has historically found its way into RTC projects and specifications and has helped the RTC to continually improve traffic operations in the region.

This is proposed to be a two-year agreement. Specific tasks that UNR intends to work on include preparing a regional corridor performance report, identifying high-risk roadway locations using speed data from connected vehicles, and investing in the "re-service" controller feature, which allows a light more opportunities to switch between phases as operationally needed and is expected to enhance traffic signal coordination and analysis.

**FISCAL IMPACT**

Fuel tax funding for this agreement is included in the FY 2024.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## INTERLOCAL COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into on \_\_\_\_\_, by and between the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (hereinafter the “UNIVERSITY”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

### WITNESSETH:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, the purpose of this Agreement is for the RTC to provide funding to the UNIVERSITY to perform certain research and engineering support activities to achieve increased safety and efficiency of traffic operations of regional streets and highways in Washoe County, Nevada; and

WHEREAS, the RTC and the UNIVERSITY have been entering into substantially similar biennial agreements since 2013.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

### ARTICLE I - UNIVERSITY AGREES:

1. To perform the tasks, and provide the deliverables, identified in Exhibit A.
2. To invoice the RTC for each task after completing the task and providing the deliverable(s) reasonably in accordance with the Task description. The UNIVERSITY will not be entitled to any agreed upon funding for the task unless and until it completes the task and provides the agreed upon deliverable(s).

3. To complete all tasks, and provide all deliverables, pursuant to schedules agreed to by the RTC, but no later than June 30, 2025.

#### ARTICLE II - RTC AGREES:

1. To provide funding to the UNIVERSITY upon completion of each task in the amounts identified in Exhibit A. The total amount to be provided to the UNIVERSITY shall not exceed \$200,000.

2. To allow the UNIVERSITY to observe, review, and inspect associated traffic engineering related projects with the understanding that the UNIVERSITY will report all items of concern to the RTC's Project Manager.

3. In furtherance of University's role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication and/or presentation by the University and RTC acknowledges that University may publish and/or present the results of research conducted in connection with this Agreement.

#### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2025.

2. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided prior to termination in an amount equal to the percentage of the task and deliverable completed prior to termination.

3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR RTC: Dale Keller, P.E., Engineering Director  
Attn.: Alex Wolfson, P.E., Project Manager  
Regional Transportation Commission  
1105 Terminal Way, Suite 108  
Reno, NV 89502  
Phone: (775) 335-1897  
Fax: (775) 348-0170  
E-mail: [awolfson@rtcwashoe.com](mailto:awolfson@rtcwashoe.com)

FOR UNIVERSITY:

TECHNICAL MATTERS: Dr. Zong Tian  
Department of Civil and Environmental Engineering  
University of Nevada, Reno  
Reno, NV 89557-0152  
Phone: (775) 784-1232  
Fax: (775) 784-1390  
E-mail: [zongt@unr.edu](mailto:zongt@unr.edu)

CONTRACTUAL MATTERS: Office of Sponsored Projects/325  
Attn.: Joseph Nady  
University of Nevada, Reno  
1664 N. Virginia St.  
Reno, Nevada 89557  
Phone: (775) 784-4040  
Fax: (775) 784-6680  
E-mail: [ospadmin@unr.edu](mailto:ospadmin@unr.edu)

4. The RTC does not provide any warranty that the estimate is an accurate reflection of the final cost. The RTC disclaims any such warranty. The final costs may vary widely depending on the type of work, scope of work, and the manner in which the work is performed. All parties hereto shall be wary in their reliance on the estimates set forth in this Agreement.

5. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.

6. To the fullest extent of NRS Chapter 41 liability limitations, each party agrees to indemnify, hold harmless and defend the other from and against all liability, claims, actions,

damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

7. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any RTC breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

8. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

9. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

10. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

11. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

12. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

14. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

15. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and each party only has the right to supervise, manage, operate, control and direct performance of the details incident to its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

16. Neither party shall assign, transfer, subcontract, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

17. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

18. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

19. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

20. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

21. This Agreement, including the program elements to be incorporated herein per Article I, paragraph 3, constitutes the entire agreement of the parties and such is intended as a 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 an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

---

Bill Thomas, AICP  
Executive Director

BOARD OF REGENTS,  
NEVADA SYSTEM OF HIGHER EDUCATION  
on behalf of the University of Nevada, Reno

---

Thomas Landis  
Associate Director, Sponsored Projects



# EXHIBIT A



## RTC Traffic Engineering Research

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### Scope of Work

**Submitted to**

**Regional Transportation Commission of Washoe County**

**Submitted by**

**Center for Advanced Transportation Education and Research  
Department of Civil & Environmental Engineering  
University of Nevada, Reno  
Reno, NV 89557  
Email: [zongt@unr.edu](mailto:zongt@unr.edu)  
Tel: (775)784-1232  
Fax: (775)784-1390**

**September 10, 2022**

## PROJECT BACKGROUND

Since 2013, the Regional Transportation Commission of Washoe County (RTC) and the Center for Advanced Transportation Education and Research (CATER) at the University of Nevada, Reno, has been initiating a biannual agreement at the amount of \$150,000. Under this agreement, CATER staff conducts various research and engineering support activities to promote safe and efficient traffic operations in the region. RTC as well as other local agencies come up with the project needs and develop appropriate task orders. UNR CATER completes the tasks according to the scope, budget, and schedule agreed upon by both parties.

This proposal is developed for fiscal years of 2023 and 2025. Several research tasks have been identified and are described below. The anticipated budget is \$200,000 due to increased efforts on the tasks as well as the costs associated with labor and inflation.

## PROPOSED RESEARCH TASKS

### **Task 1: Regional Corridor Performance Report**

An early project investigated the feasibility of using Wejo's connected-vehicle data for corridor arterial performance and a prototype software called STEP-Systematic Trajectory Extraction Program has been developed and used for extracting the trajectories. The trajectories were applied to two major arterials, one in Reno and one in Sparks, to demonstrate the performance matrix. This new task is to use the same data source and methodology to produce a regional corridor performance report on all of the major arterials where signal coordination is in place. A final report, including a regional map showing the quality of signal coordination timing index will be presented. Producing such a regional performance report can guide future efforts on how arterials should be prioritized and signal re-timing should be conducted, a performance driven approach highly recommended in practice.

### **Task 2: Identify High-risk Locations Using Speed Data from Connected Vehicles**

The objective of this project consists of addressing speeding and aggressive driving by identifying high-risk locations from speed data obtained from connected vehicle data. Connected vehicle data (CV) comes from actual vehicles on the road, giving real insights into the driver's behaviors. CV provides location, date, time, and speed from vehicles in a high-resolution manner, every three seconds. Data such as the precise street where drivers are above the speed limit, at what time of the day, and which day of the week, can be obtained from this dataset.

To accomplish this objective, three resources are needed: CV data for the period time of analysis, a roadway dataset from Nevada, and a geographic information program such as ArcMap.

After performing multiple analysis tools, the results will show the corridors where drivers are speeding, and by how much. Results can be aggregated by day of the week and by the

hour. The final results will be presented through maps for a better visual representation and geodatabase files will be shared.

High-risk locations will be easily identified by looking at streets presenting the higher difference between the average actual speed and the speed limit, meaning, by how much people are speeding. For example, a street with a difference of +25, means drivers are speeding by 25 mph above the speed limit. The values can also show corridors presenting congestion. For example, a road with a difference of -15, means drivers are going 15 mph below the speed limit.

With this information, we can answer questions such as: Which roads, such as on-ramps or off-ramps, present dangerous driving behavior? Are drivers respecting school zones? Which neighborhoods present night speeding behavior? Which are the safest or most critical corridors, speed-related?

We are proposing to analyze 6 months of CV data purchased from Wejo, for the state of Nevada. Each month contains 2 full weeks of data, for a total of 12 weeks of data analysis. In case the Department of Public Safety decides to analyze the whole year, the funding will need to be adjusted accordingly. The results will be classified by month, day of the week including weekend, and every 3 hours interval. Such as every month will have 7 days with results displayed every 3 hours, for a total of 336.

A shapefile from Nevada's roadway network will be used from the NDOT GeoHub website. Since this file does not contain speed limits, a road shapefile that does is going to be downloaded from the website Geofabrik, which is a free download server that extracts data from OpenStreetMap. This shapefile contains most of the roads from the state but some streets are not shown since there is no speed limit data associated with them. We will be limited by the number of streets contained in the shapefile to perform a comparison between the driver's speed from CV and the posted speed limit. ArcMap Pro will be used as the geographic information software.strategies.

### **Task 3: Investigate the “Re-service” Controller Feature to Enhance Signal Coordination and Traffic Analysis**

Developing traffic signal coordination is a cost-effective approach to smoothing urban traffic flows and improving arterial traffic operations. The traditional signal coordination prioritizes the coordinated-phases movements but lacks flexibility to reduce movement delay of non-coordinated phases. Based on the traditional signal coordination settings, extra green times from non-coordinated phases are inherited by coordinated phases and coordinated phases remain non-actuated till their force-off points. In this cycle, the late arrival vehicles of non-coordinated phases missing the first service window must wait to be served until the next cycle. The coordinated phases cannot gap out and their unused green times cannot be effectively used to serve non-coordinated movements, which is a major source of driver complaints. To tackle this problem, two advanced signal coordination features will be studied: actuating the coordinated phases and phase reservice. The potential applications of these two features will be investigated and the effectiveness of the two features will be evaluated through the hardware-in-the-loop simulation. Recommendations will be made regarding how to best use of these two features.

**BUDGET**

The proposed tasks and the related costs are shown in Table 1. The total budget and cost of the tasks is \$200,000, thus only up to three tasks would be accomplished. A final selection of the tasks will be decided at the project kick-off meeting.

**Table 1. Project Tasks and Costs**

<b>Tasks</b>	<b>Estimated Cost</b>
Task 1 – Regional Corridor Performance Report	\$80,000
Task 2 – Identify High-risk Locations using Speed Data from Connected Vehicles	\$60,000
Task 3 – Investigating the “Re-service” Controller Feature to Enhance Signal Coordination and Traffic Analysis	\$60,000
<b>Total Project Cost</b>	<b>\$200,000</b>



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.4.2

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

**SUBJECT: 2023 Bridge Maintenance Project - Resurfacing the Second Street, Vine Street, and Keystone Avenue Bridge Decks**

**RECOMMENDED ACTION**

Approve a contract with HDR, Inc., for design services and engineering during construction for the 2023 Bridge Maintenance project, in an amount not-to-exceed \$272,103.

**BACKGROUND AND DISCUSSION**

At the April 2023 Board meeting, the Board approved a Professional Services Agreement (PSA) with HDR, Inc., for professional design and engineering during construction services for the 2023 Corrective Maintenance project in the amount of \$228,103.00. The previously approved agenda item did not include a contingency in the contract and included a math error that would be corrected to a total not-to-exceed amount \$272,103. This item addresses that discrepancy.

As noted in the April 2023 staff report, the Vine Street Bridge and the Second Street Bridge Deck surfaces have a low pavement condition rating and this project is to provide joint repair, waterproofing, and resurfacing to restore the pavement surface. The Keystone bridge deck deteriorated over the winter and was included in this project to restore the riding surface only. The Keystone bridge is slated for replacement in 2027.

**FISCAL IMPACT**

Appropriations are included in the FY 2023 Capital Budget.

**PREVIOUS BOARD ACTION**

6/17/2022      Approved the Qualified Consultant List for Engineering Design and Construction Management Services.

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**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and HDR Engineering, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected HDR, Inc. from the Engineering Design and Construction Management shortlist to perform design and Engineering During Construction Services (EDC) in connection with 2023 Bridge Maintenance.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. 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.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

## 2.2. SCHEDULE OF SERVICES

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

## 2.3. CONTINGENCY

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

## 2.4. OPTIONS

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

## 2.5. ADDITIONAL SERVICES

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

## 2.6. PERFORMANCE REQUIREMENTS

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

Any sampling and materials testing shall be performed by an approved testing laboratory accredited by AASHTO or other ASTM recognized accrediting organization in the applicable test methods. If any geotechnical or materials testing is performed by a sub-consultant, that laboratory shall maintain the required certification. Proof of certification

shall be provided to RTC with this Agreement. If certification expires or is removed during the term of this Agreement, CONSULTANT shall notify RTC immediately, and propose a remedy. If an acceptable remedy cannot be agreed upon by both parties, RTC may terminate this Agreement for default.

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1 to 6)	\$232,103
<u>Contingency</u>	<u>\$40,000</u>
Total Not-to-Exceed Amount	\$272,103

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

3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by



CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

#### ARTICLE 4 - INVOICING

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

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

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

#### ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in

providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.

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

#### ARTICLE 7 - TERMINATION

##### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

##### 7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

## ARTICLE 8 - INSURANCE

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

## ARTICLE 9 - HOLD HARMLESS

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

## ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

12.1. RTC's Project Manager is Scott Gibson 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 Ruedy Edgington or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has

authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

#### ARTICLE 13 - NOTICE

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

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

CONSULTANT: Ruedy Edgington  
Project Manager  
HDR Engineering, Inc.  
9805 Double R Blvd., Suite 101  
Reno, NV 89521  
Email: Ruedy.edgington@hdrinc.com  
(775) 200-5184

#### ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation,

health insurance plans or other benefits RTC provides to its employees. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

or employee to be a loss of such magnitude as to affect CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

HDR ENGINEERING, INC.

By: \_\_\_\_\_  
Craig Smart P.E., Associate Vice President



## **Exhibit A**

### Scope of Services

## **Scope of Services WRTC Bridge Re-habilitations**

### **1.0 General**

#### **1.1 Project Location and Purpose**

The Washoe County Regional Transportation Commission (RTC) has identified a need to replace the riding surface on Three bridges in Washoe County. 2<sup>nd</sup> Street over the Truckee River (B-1326E) and Vine Street over I-80 (H-1199), and Keystone Avenue over the Truckee River (B-1530) have been flagged under the RTC Pavement Preservation Program. The plantmix surfaces on all bridges are severely worn and, in some areas, delaminating from the surface of the bridge deck. The three bridges were last inspected in 2022 by the Department of Transportation as part of their Federally mandated Bridge Inspection Program. These inspection reports will be reviewed to ascertain what other surface improvements may be needed to the bridges in question. A field review and condition survey will be done on the three bridges before the beginning of rehabilitation designs.

#### **1.2 General Description of Services**

The work included in the Scope of Services consists of providing preliminary and final design, engineering, and plan preparation for three bridges. The scope includes:

- Project Management
- Roadway Striping
- Surface coring of existing bridge overlays
- Traffic Control Limitations in Special Provisions
- Joint Rehabilitation (not Keystone unless it is necessary to support the over lay)
- Bridge Deck Rehab/Waterproofing (not Keystone)
- Replacing wearing surface to meet existing bridge grades

#### **1.3 Design Criteria**

HDR Engineering, Inc. (HDR) shall provide the design for this project in MicroStation/InRoads V8i SS2 CAD platform. HDR shall utilize the following for design and drafting standards:

- AASHTO Roadside Design Guide
- AASHTO A Policy on Geometric Design of Highways and Streets
- NDOT Structures Manual
- NDOT Standard Plans for Road and Bridge Construction
- NDOT Standard Specifications for Road and Bridge Construction
- NDOT Structures Manual
- Standard Specifications for Public Works Construction

## 1.4 Project Management

HDR shall coordinate with the RTC Project Manager and the NDOT Bridge Division. They shall also manage the HDR Team to complete the project within schedule.

HDR will provide a licensed professional engineer in the State of Nevada as a Project Manager (Ruedy Edgington, CE 7016) to deliver the services described. The HDR Project Manager will manage the Project Team as well as manage/coordinate project development activities with the RTC. No Public Outreach is expected under this agreement.

## 1.5 Schedule for Submittals/Project

HDR NTP	May 1, 2023
Field Reviews	May 8, 2023
Coring of Deck Plantmix	May 17, 2023
60% Design Submittal	June 6, 2023
90% Design/Eng. Estimate Submittal	June 16, 2023
100% Design Submittal	June 30, 2023
Begin Post Construction Activities	July 14, 2023
Construction Contract Bid	August 15, 2023
Open Bids	September 12, 2023
Contractor NTP/25 working days estimated	October 9, 2023
End Contract	November 10, 2023
Contract Close Out	December 1, 2023

Deliverables include:

Monthly progress reporting included with invoice.

## 2.0 Bridge Rehab 2nd Street (B-1326E)

### 2.1 Investigation/Condition Survey

HDR shall perform an on-site review of the 2<sup>nd</sup> Street bridge. During the review HDR shall assess what work should take place on this Structure. A report shall be developed based on the findings during the field review along with the latest NDOT bridge inspection recommendations. The RTC and HDR can establish what work shall be included in the HDR Design. No report will be done if the work is limited to joints, overlay, and bridge deck waterproofing. If work beyond joints, overlay, and waterproofing is needed, an amendment will be made to perform the extra work. The latest inspection was performed 4/28/22.

Deliverables include:

Condition Survey Report – No report will be done if the work is limited joints, overlay, and bridge waterproofing.

## **2.2 60% Plan Submittal**

HDR shall perform preliminary design for B-1326. The Design will be performed utilizing the criteria in Section 1.3. The 60% Design will include all concepts approved by the RTC from the Survey Report prepared in Section 3.1. HDR will progress the design for 2<sup>nd</sup> Street B-1326 up to 60% and will submit to the RTC for review.

Deliverables include:

60% plans for 2<sup>nd</sup> Street B-1326

## **2.3 90% Plan Submittal**

HDR shall incorporate changes from the 60% review and shall progress the design to 90%. HDR shall have a Senior Construction Manager perform a constructability review to the 90% plans before submittal. The 90% submittal shall include Preliminary Bid Items, Prelim Special Provisions, and Preliminary Engineers estimate. RTC shall supply HDR with recent local project pricing information, to be used by HDR to establish the Engineers Estimate.

Deliverables include:

90% plans for 2<sup>nd</sup> Street B-1326

Preliminary Bid Item List

Special Provision Items

Preliminary Engineers Estimate

## **2.4 100% Plan Submittal**

HDR shall incorporate changes from the 90% review and shall progress the design to 100% (Final). The 100% submittal shall include Special Provisions and an Engineers Estimate.

Deliverables include:

100% plans for 2<sup>nd</sup> Street B-1326

Special Provision Items

Engineers Estimate

## **3.0 Bridge Rehab Vine Street H-1199**

### **3.1 Investigation/Condition Survey**

HDR shall perform an on-site review of the Vine Street H-1199. During the review HDR shall access what other work should take place on this Structure. A report shall be developed based on the findings during the field review along with the latest NDOT bridge inspection recommendations. The RTC and HDR can establish what work shall be included in the HDR Design. No report will be done if the work is limited to joints, overlay, and bridge deck waterproofing. If work beyond joints, overlay, and waterproofing is needed, an amendment will be made to perform the extra work.

The latest inspection was performed 5/18/22.

Deliverables include:

Condition Survey Report - No report will be done if the work is limited joints, overlay, and bridge waterproofing.

### **3.2 60% Plan Submittal**

HDR shall perform preliminary design for H-1199. The Design will be performed utilizing the criteria in Section 1.3. The 60% Design will include all concepts approved by the RTC from the Survey Report prepared in Section 4.1.

HDR will progress the design for H-1199 up to 60% and will submit to the RTC for review.

Deliverables include:

60% plans for Vine Street H-1199.

### **3.3 90% Plan Submittal**

HDR shall incorporate changes from the 60% review and shall progress the design to 90%. HDR shall have a Senior Construction Manager perform a constructability review to the 90% plans before submittal. The 90% submittal shall include Preliminary Bid Items, Prelim Special Provisions, and Preliminary Engineers estimate. RTC shall supply HDR with recent local project pricing information, to be used by HDR to establish the Engineers Estimate.

Deliverables include:

90% plans for Vine Street H-1199.

Preliminary Bid Item List

Special Provisions Items

Preliminary Engineers Estimate

### **3.4 100% Plan Submittal**

HDR shall incorporate changes from the 90% review and shall progress the design to 100% (Final). The 100% submittal shall include Special Provisions and an Engineers estimate. HDR will assemble the Bidding Package for all three structures.

Deliverables include:

100% plans for Vine Street H-1199

Special Provision Items

Engineers Estimate

Bidding Package

## **4.0 Bridge Rehab Keystone B-1530**

### **4.1 Investigation/Condition Survey**

HDR shall perform an on-site review of the Keystone Ave. Bridge Structure B-1530. This Bridge is only planned for a plantmix surface removal and replace. No ancillary work is planned at this time. During a field review HDR shall access what other work should take place to support the planned overlay. If additional work is deemed necessary, it will be discussed with the RTC before design begins. A report shall not be developed for this bridge, unless unforeseen work is necessary. If extra work is required, an amendment to the agreement will be made. The latest inspection was performed 5/21/22.

Deliverables include:

Condition Survey Report – No report will be done if the work is limited to just the overlay.

#### **4.2 60% Plan Submittal**

HDR shall perform preliminary design for B-1530. The Design will be performed utilizing the criteria in Section 1.3. The 60% Design will include all concepts approved by the RTC from the Survey Report prepared in Section 4.1.

HDR will progress the design for B-1530 up to 60% and will submit to the RTC for review.

Deliverables include:

60% plans for Keystone Bridge B-1530.

#### **4.3 90% Plan Submittal**

HDR shall incorporate changes from the 60% review and shall progress the design to 90%. HDR shall have a Senior Construction Manager perform a constructability review to the 90% plans before submittal. The 90% submittal shall include Preliminary Bid Items, Prelim Special Provisions, and Preliminary Engineers estimate. RTC shall supply HDR with recent local project pricing information, to be used by HDR to establish the Engineers Estimate.

Deliverables include:

90% plans for Keystone Bridge B-1530.

Preliminary Bid Item List

Special Provisions Items

Preliminary Engineers Estimate

#### **4.4 100% Plan Submittal**

HDR shall incorporate changes from the 90% review and shall progress the design to 100% (Final). The 100% submittal shall include Special Provisions and an Engineers estimate. HDR will assemble the Bidding Package for all three structures.

Deliverables include:

100% plans for the Keystone Bridge B-1530

Special Provision Items

Engineers Estimate

Bidding Package

## **5.0 Miscellaneous/Deck Coring/Post Design Services**

### **5.1 Deck Coring**

HDR shall core each deck wearing surface in 4 places during design to verify surface depth for the plans and removal quantities. The plans shall include a bid item for Bridge Deck Repair (SQFT) for the contractor to repair spalls or delaminations as discovered in the field. No bridge repair is planned for the Keystone Bridge

Deliverables include:

Core data (to be included in plans for Contractor use).

### **5.2 Post Design Services**

HDR shall assist the RTC in the preparation of supplemental notices required to clarify the work included in the contract documents. Supplemental notices may be required based on questions developed in the pre-bid conference, and/or conditions discovered by bidders during the bid period. HDR shall be responsible for preparation of the plans, shall attend the Pre-bid conference, if one is scheduled, and shall present an appropriately sized display showing the project layout and possible construction phasing. HDR shall respond to the potential bidder's questions related to the plans, details, and special provisions.

HDR shall attend the pre-construction conference. HDR shall respond to the contractor's questions related to the plans, details, and special provisions.

HDR shall support the project in post design activities, including, change orders and shop drawing reviews. HDR designers shall provide field reviews for trouble shooting.

Deliverables include:

Reviewed Shop Drawings

Review RFIs and Contractor Questions, provide responses

Recommendations after Field Reviews

### **5.3 NDOT Permits**

These bridges are not in NDOT jurisdiction, and no permits from NDOT will be sought.

## **6.0 Construction Management**

### **6.1 Field Inspection & Construction Management**

HDR agrees to perform professional and construction management engineering services for the overlay and improvements to the three bridges and approaches on this project and shall confirm it is built in conformance with the plans, specifications, and all other contract documents.

HDR shall provide one (1) Resident Engineer, one (1) Office Person (part time), one (1) Inspector level IV (full to part-time), one (1) Tester (as needed), one (1) nuclear gauge (as needed), a fully equipped and functional central main lab, trucks, and cell phones.

HDR shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current standards for Work Zone Apparel.

HDR shall provide a principal engineer to act as Project Manager. The Principal Engineer shall be limited to billing no more than eight (8) hours per month unless prior approval for additional hours is obtained from the RTC.

The Principal Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

HDR shall provide personnel who possess the experience, knowledge, and character to adequately perform the requirements of these services, so as not to delay the progress of construction. HDR shall ensure all personnel provided to work on the project become familiar with the contract documents, including the plans, specifications, special provisions, and any change orders thereto. HDR shall perform the procedures for office management, documentation, field inspection and field testing in accordance with the specifications and industry standard practice.

HDR shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties, inspection and testing and inspection. Personnel provided shall be approved by the RTC prior to performance of work on this project.

HDR shall provide its own trucks and cell phones for all personnel who need to perform work outside of the office. Vehicles shall be equipped with high intensity flashing yellow strobe lights. All testing personnel shall be certified under the NAQTC program.

When nuclear gauges are required, HDR's sub shall have current licenses as required by the appropriate regulatory agencies. Personnel who operate or transport any nuclear density gauge shall have in their possession evidence of current certification pertaining to the nuclear density gauges under their control. HDR shall be responsible to provide their own storage facility and transportation for nuclear density gauges.

## **6.2 Field Testing by Sub CME**

All testing on the project shall be performed by sub-consultant CME. It shall be performed in accordance with Section 6.1.

## **7.0 RTC Contingency**

### **7.1 Contingency**

A contingency in the amount of \$40,000 has been set up for this agreement.



# Exhibit B

## Compensation

Client		Work Area																
Project Name		Bridge Over I-95 - Vine, 2nd Street, Keystone																
4932923																		
Task No.	Task Description	Ready Edgington Project Manager/RE	Roid Keiser Project Principal	Trey Martin Bridge Lead / OC	Brenda Bridge Designer	Bleke Schmitt Jr. Bridge Designer	Justin Susskind Office Engineer	Jay Smith Inspector IV	Dennis Toney CADD	Ray Burke Admin	Barbara Humphrey Project Accountant	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Sub (\$)	Total Cost (\$)		
Rate		\$ 233.85	\$ 287.94	\$ 285.99	\$ 162.68	\$ 128.77	\$ 173.58	\$ 193.64	\$ 131.89	\$ 102.55	\$ 100.57							
<b>Task 1. Project Management</b>																		
1.1	Project Management and Coordination	10	4							16	16	116	\$2,046	\$2,000		\$25,046		
1.2	Agency Coordination	0				0				4	4	20	\$3,241			\$3,241		
Subtotal Task 1		10	4	0	0	0	0	0	0	20	16	136	\$24,287	\$2,000	\$0	\$26,287		
<b>Task 2. 2nd Street Bridge B-1324E</b>																		
2.1	Investigation/Condition Survey	4				4						0	\$1,419	\$1,000		\$2,419		
2.2	Concept Review Report			4		0			4			16	\$2,634			\$2,634		
2.3	68% Plan Submittal				4	40					40	84	\$10,725			\$10,725		
2.4	90% Plan Submittal, Special, Engr. Estimate			4		10			20			34	\$4,973			\$4,973		
2.5	90% (Final) Submittal, Special, Engr. Estimate	4		4		10			10			28	\$4,595			\$4,595		
Subtotal Task 2		8	4	12	4	72	0	0	74	0	0	178	\$24,343	\$1,000	\$0	\$25,343		
<b>Task 3. Vine St. B-1199</b>																		
3.1	Investigation/Condition Survey	4				4						0	\$1,419	\$1,000		\$2,419		
3.2	Concept Review Report			4		0			4			16	\$2,634			\$2,634		
3.3	68% Plan Submittal				4	40					40	84	\$10,725			\$10,725		
3.4	90% Plan Submittal, Special, Engr. Estimate			4		10			20			34	\$4,973			\$4,973		
3.5	90% (Final) Submittal, Special, Engr. Estimate, Bidding Package	4		4		10			10			28	\$4,595			\$4,595		
Subtotal Task 3		8	4	12	4	72	0	0	74	0	0	178	\$24,343	\$1,000	\$0	\$25,343		
<b>Task 4. Keystone Bridge B-1530</b>																		
4.1	Investigation/Condition Survey	4				4						0	\$1,419	\$1,000		\$2,419		
4.2	Concept Review Report			4		0			4			12	\$2,151			\$2,151		
4.3	68% Plan Submittal				4	20					32	66	\$7,261			\$7,261		
4.4	90% Plan Submittal, Special, Engr. Estimate			4		10			20			34	\$4,973			\$4,973		
4.5	90% (Final) Submittal, Special, Engr. Estimate, Bidding Package	4		4		10			10			28	\$4,595			\$4,595		
Subtotal Task 4		8	4	12	4	40	0	0	64	0	0	138	\$20,395	\$1,000	\$0	\$21,395		
<b>Task 5. Sub and Part Design Services</b>																		
5.1	Deck Investigation/Design - Penhall	4				4			4			12	\$1,940		\$10,000	\$14,940		
5.2	Part Design Services	0		4		0						20	\$2,975	\$2,500	\$0	\$6,475		
5.3	NDOT Permit											0	\$0			\$0		
Subtotal Task 5		4	4	4	0	4	0	0	4	0	0	32	\$5,915	\$2,500	\$10,000	\$21,414		
<b>Task 6. Construction Management*</b>																		
6.1	Full Inspection & OPI	96	2			12	120	240		0	0	416	\$93,322	\$7,000		\$96,322		
6.2	Testing Sub, CHE											0	\$0		\$14,000	\$14,000		
Subtotal Task 6		96	2	0	0	12	120	240	0	0	0	416	\$93,322	\$7,000	\$14,000	\$110,322		
<b>Task 7. Contingency</b>																		
7.1	Contingency													\$40,000		\$40,000		
Subtotal Task 7														\$40,000		\$40,000		
Grand Total		228	6	40	12	224	120	240	218	28	24	1132	\$194,683	\$50,500	\$27,000	\$272,183		
*Assumes 30 Working Days																		

## **Exhibit C**

### Indemnification and Insurance Requirements

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

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

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

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

## **8. ACCEPTABILITY OF INSURERS**

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

## 9. OTHER CONDITIONS

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

## 10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this

agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

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

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





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.4.3

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

**SUBJECT: Veterans Roundabout Modifications Project**

**RECOMMENDED ACTION**

Approve a contract with Kimley-Horn and Associates, Inc., for design services and optional engineering during construction for the Veterans Roundabout Modifications project located at the intersection of Geiger Grade Road and Veterans Parkway, in an amount not-to-exceed \$329,365.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc., is for professional design services for the Veterans Roundabout Modifications Project in the amount of \$181,300, and optional engineering during construction services (EDC) in the amount of \$128,065. Project contingency in the amount of \$20,000 is also included in the agreement. The project includes the design of a slip lane for the right turn movement from eastbound Veterans Parkway to Southbound Geiger Grade Road. The project will also include updated signage and striping around the roundabout to provide operational improvements to the intersection. A traffic study will be performed associated with the right turn movement from westbound Veterans Parkway to Northbound Old US 395 to understand if future operational improvements are warranted at this location.

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

**FISCAL IMPACT**

Fuel tax appropriations are included in the FY 2023 Budget.

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**PREVIOUS BOARD ACTION**

12/17/2021 Authorized the procurement of a qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of May 19, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Traffic Engineering and ITS shortlist to perform design and optional Engineering During Construction (EDC) in connection with the Veterans Roundabout Modifications Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal provided for the Traffic Engineering and ITS Request for Qualifications. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks A to E)	\$181,300
Optional Services (Task F and G)	\$128,065
<u>Contingency (Task H)</u>	<u>\$20,000</u>
Total Not-to-Exceed Amount	\$329,365

3.3. For any work authorized under Section 2.5, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.5, “Additional Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such

services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

#### ARTICLE 4 - INVOICING

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

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

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

#### ARTICLE 6 - OWNERSHIP OF WORK

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

Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

#### ARTICLE 7 - TERMINATION

##### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

##### 7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

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

#### ARTICLE 8 - INSURANCE

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

#### ARTICLE 9 - HOLD HARMLESS

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

#### ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

#### ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

- 11.1. NEGOTIATED RESOLUTION



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

#### 11.2. MEDIATION

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

#### 11.3. LITIGATION

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

#### 11.4. CONTINUING CONTRACT PERFORMANCE

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

### ARTICLE 12 – PROJECT MANAGERS

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

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

#### ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP  
Executive Director  
Jeff Wilbrecht, P.E.  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: (775) 335-1872

CONSULTANT: Michael S. Mosley, P.E., PTOE  
Principal-in-Charge  
Christian Heinbaugh, P.E.  
Project Manager  
Kimley-Horn and Associates, Inc.  
5370 Kietzke Lane, Suite 100  
Reno, NV 89511  
775-200-1967

#### ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

- 14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation,

health insurance plans or other benefits RTC provides to its employees. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

CONSULTANT agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of CONSULTANT to render the services required under this Agreement, neither CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event,

RTC may terminate this Agreement if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Molly O'Brien, P.E., PTOE, RSP  
Vice President

## **Exhibit A**

### Scope of Services

**Exhibit B**

Compensation

## **Exhibit C**

### Indemnification and Insurance Requirements





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.4.4

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

**SUBJECT: Traffic Signal Modifications 24-01 Project**

**RECOMMENDED ACTION**

Approve a contract with Kimley-Horn and Associates, Inc., for traffic analysis, engineering design services, and optional engineering during construction for the Traffic Signal Modifications 24-01 project, in an amount not-to-exceed \$531,560.

**BACKGROUND AND DISCUSSION**

This Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc., is for professional services on the Traffic Signal Modifications 24-01 project that includes traffic planning and engineering analysis in the amount of \$227,395, engineering design services in the amount of \$193,305, and optional engineering during construction services in the amount of \$76,860. Project contingency in the amount of \$34,000 is also included in the agreement.

The project includes traffic planning and engineering analysis at multiple locations including McCarran Boulevard and 7th Street, Hug High School, the Outlets at Legends and Lincoln Way, Sun Valley and 1st Street, and South Virginia Street and Center Street. The project includes the traffic engineering design of signal and intersection improvements at multiple locations including McCarran Boulevard and 7th Street, S. Virginia Street and Center Street, Vassar Street and Harvard Way, Rock Boulevard and C Street, McCarran Boulevard and York Way, and Rock Boulevard and York Way.

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

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**FISCAL IMPACT**

Fuel tax appropriations are included in the FY 2023 Budget.

**PREVIOUS BOARD ACTION**

12/17/2021 Authorized the procurement of a qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of May 19, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Traffic Engineering and ITS shortlist to perform traffic planning, design and optional Engineering During Construction (EDC) in connection with the Traffic Signal Modification 24-01 (TSM 24-01) Project

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A – Scope of Work. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Design Services (Tasks A to F)	\$193,305
Total Planning Services (Task G to K)	\$227,395
Optional Services (Task L)	\$76,860
<u>Contingency</u>	<u>\$34,000</u>
Total Not-to-Exceed Amount	\$531,560

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

#### ARTICLE 4 - INVOICING

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

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

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

#### ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement,

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

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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



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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

### 11.3. LITIGATION

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

### 11.4. CONTINUING CONTRACT PERFORMANCE

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

#### ARTICLE 12 – PROJECT MANAGERS

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

#### ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP  
Executive Director  
Sara Going, P.E.  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
Email: [sgoing@rtcwashoe.com](mailto:sgoing@rtcwashoe.com)  
(775) 335-1897

CONSULTANT: Michael S. Mosley, P.E., PTOE  
Principal-in-Charge  
Tiffany Patrick, P.E.  
Project Manager  
Kimley-Horn and Associates, Inc.  
7900 Rancharrah Parkway, Suite 100  
Reno, NV 89511  
(775)-787-7552

#### ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.

B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Molly O'Brien, P.E., PTOE, RSP  
Vice President

**Exhibit A**

Scope of Services

## EXHIBIT A

### SCOPE OF SERVICES FOR THE TRAFFIC SIGNAL MODIFICATIONS 24-01 PROJECT

This scope of services includes circulation and feasibility studies, design, and construction support of the Traffic Signal Modifications 24-01 Project. The project lies within the City of Reno, the City of Sparks, and unincorporated Washoe County. Sites within Nevada Department of Transportation (NDOT) jurisdiction are designated in the table below. Procurement and installation of infrastructure will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by Kimley-Horn and Associates (CONSULTANT). The extent of planning scope and design scope includes the improvement objectives at the following locations:

#	<u>Site Location</u>	<u>Improvement Objective</u>
<b>City of Reno</b>		
1	McCarran Blvd. (SR 659)/7 <sup>th</sup> St. (Proposed Limits from Sierra Highlands Dr. Tasha Ct.)*	<ul style="list-style-type: none"> <li>• Intersection evaluation study including pedestrian circulation, traffic count, new Rectangular Rapid-Flashing Beacon (RRFB) location, signal timing improvements for pedestrian safety, striping improvements, and bus stop relocation</li> <li>• Intersection design of recommend improvements which are anticipated to be pedestrian ramps, new RRFB crossing, bus stop relocation, pedestrian push buttons upgrades, signal timing, striping and slurry seal (scope to be finalized based on evaluation study and negotiated if different than herein)</li> <li>• See Task G herein for evaluation scope.</li> </ul>
2	Virginia St./Center St. Roundabout Improvements	<ul style="list-style-type: none"> <li>• Peer review of <i>Virginia Street/Center Street Technical Memorandum</i></li> <li>• Design of recommended roundabout modifications</li> <li>• See Task K herein for evaluation scope.</li> </ul>
3	Vassar St./Harvard Way	<ul style="list-style-type: none"> <li>• Intersection design to improve NB to WB turning movements for buses which will include turning templates, slurry seal, and striping reconfigurations. CONSULTANT will also check impact to traffic signal which includes loops and recommended timing changes.</li> </ul>
<b>City of Sparks</b>		
4	Rock Blvd./ C Street	<ul style="list-style-type: none"> <li>• Design of traffic signal cabinet replacement with a new uninterrupted power service (UPS) combined with a new power pedestal</li> <li>• NV Energy coordination for new power pedestal</li> </ul>
5	McCarran Blvd (SR 659)/ York Way*	<ul style="list-style-type: none"> <li>• Design of traffic signal cabinet replacement with a new uninterrupted power service (UPS) combined with a new power pedestal</li> <li>• NV Energy coordination for new power pedestal</li> </ul>



6	Rock Blvd./ York Way	<ul style="list-style-type: none"> <li>• Design of traffic signal cabinet replacement with a new uninterrupted power service (UPS) combined with a new power pedestal</li> <li>• NV Energy coordination for new power pedestal</li> <li>• Title report for permanent construction easements</li> </ul>
7	Proctor R Hug High School Circulation Study (New Campus)	<ul style="list-style-type: none"> <li>• See Task H herein for study scope. Design of improvements will be completed upon consensus of the design scope based on recommendations as an optional additional service.</li> </ul>
8	The Outlets at Legends/Lincoln Way Site Circulation Study	<ul style="list-style-type: none"> <li>• See Task I herein for study scope.</li> </ul>
<b>Washoe County</b>		
9	Sun Valley Blvd./1 <sup>st</sup> Ave.*	<ul style="list-style-type: none"> <li>• Complete an intersection evaluation and preliminary plan to add a NB to EB right turn lane, signal pole relocation on SE corner, keeping the bike lane, evaluating the impact to adjacent property owner, providing recommendations for retaining wall and R/W, coordination with NDOT and with Sun Valley General Improvement District.</li> <li>• Design of improvements will be completed upon consensus of the design scope based on recommendations as an optional additional service.</li> <li>• See Task J here in for evaluation scope</li> </ul>

*\*Location is within NDOT right-of-way and will require an encroachment permit for design (3 permits).*

**A. Preliminary and General Items (Project Management):**

1. Coordination with the RTC Project Manager (PM) and staff will be ongoing throughout the project. The CONSULTANT will conduct progress status meetings with the RTC PM and other project stakeholders as shown in the below tasks. The CONSULTANT will coordinate a kick-off meeting with the RTC PM within two weeks from the Notice to Proceed.

**B. Data Collection, Analysis, and Design for Sites 1-6:**

1. Investigate Existing Conditions and Field Inventory
  - a. CONSULTANT will obtain and review available as-built plans from NDOT, City of Sparks, City of Reno, and Washoe County for project locations.
  - b. CONSULTANT will conduct a field review with City of Reno, City of Sparks, and Washoe County to evaluate existing field conditions for infrastructure improvements.
  - c. CONSULTANT will not evaluate existing pedestrian ramps for general compliance with current ADA/PROWAG standards. If the

ramps are in conflict with proposed improvements, evaluation of ramps for ADA/PROWAG compliance will be considered an additional service unless otherwise noted.

2. Survey and Mapping

- a. Aerial Mapping: Aerial photography for these sites will use NearMap aerials or Washoe County aerials provided by the RTC. The aerials will be put in the same coordinate system for consistency.
- b. Centerlines will be developed off of existing features. NDOT as-built plans will also be used to establish a centerline on NDOT facilities for the encroachment permit plan sets.
- c. Boundary Survey:
  - i. Survey boundary services will not be done for Sites 1-6 as work will be limited to infrastructure within existing right-of-way. CONSULTANT will evaluate right-of-way and easement needs based on County GIS data and where new equipment is to be installed.
  - ii. Survey boundary services will not be done for Sites 7 -9 as work will be limited planning evaluations. CONSULTANT will evaluate right-of-way and easement needs based on County GIS data and where new equipment is being evaluated.
  - iii. Provide two (2) legal descriptions & title reports for Site 1.
- d. Supplemental Design Survey: Supplemental Survey is not included for the project. Unanticipated sites that may require supplemental design survey, it will be considered an additional service.

3. Subsurface Utilities

CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level D. Depiction of subsurface utilities on plan sheets will be developed under design. All located, existing underground utilities will be shown on the plan sheets, accompanied with the following “Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level ‘D’, unless otherwise noted.”

4. Utility Coordination

CONSULTANT will coordinate with the utility agencies for as-built and mapping information, upcoming work, facility relocations and new installations, to ensure utilities likely affected by the project are drawn on the plans. Also, CONSULTANT will evaluate potential conflicts through field investigation and investigate potential conflict resolution strategies.

5. Traffic Signal Basis of Design  
Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless important details are obscured.
6. Geotechnical Evaluation  
A geotechnical evaluation will not be performed under this project as it is not anticipated to be required.
7. Drainage Evaluations  
Drainage evaluations are not anticipated for this project and therefore excluded.
8. Environmental Services  
Environmental services are not anticipated for this project and therefore excluded.

### **C. 60% Design**

1. Prepare 60% Plans, Opinion of Probable Construction Cost (OPC), and Specifications for Project Sites 1-6.
  - a. The construction plans will be on 11" x 17" size sheets and will show all necessary elements of the project construction, including plan/profile view, right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum: Cover Sheet, Plan Sheets (at 1"=40' scale), Detail Sheets (scales as noted).
  - b. Plan updates and further development. Prepare plans, and an OPC suitable for RTC and Local Government review.  
  
Project Plans (38) will include:
    - i. Cover, General notes, Location Map (3)
    - ii. Typical Sections (1)
    - iii. Horizontal Control Plan (2)
    - iv. Demolition sheets (4)
    - v. Plan sheets (13)
    - vi. Project details (15)
  - c. CONSULTANT will perform a project walk through to evaluate that the project scope has been sufficiently captured.
  - d. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.

- e. CONSULTANT will submit 60% Plans to RTC, City of Reno, City of Sparks, Washoe County, and/or to utility agencies, as appropriate for each site.

#### **D. 90% Design**

1. Prepare 90% Plans, OPC, and Specifications for Project Sites 1-6.
  - a. CONSULTANT shall conduct comment review meeting to review consolidated comments and incorporate review comments from RTC, City of Sparks, and City of Reno into the 90% design process.
  - b. Plan updates and further development. Prepare plans and an OPC suitable for RTC and Local Government review.

Project Plans (40) will include:

    - i. Cover, General notes, Location Map (3)
    - ii. Typical Sections (1)
    - iii. Horizontal Control Plan (2)
    - iv. Demolition sheets (4)
    - v. Plan sheets (13)
    - vi. Project details (17)
  - c. Project Specifications: CONSULTANT will prepare Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.
2. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
3. CONSULTANT will submit 90% Plans to RTC, City of Reno, City of Sparks, Washoe County, and to utility agencies.
4. Prepare and Submit NDOT Encroachment Permits: CONSULTANT will prepare and process encroachment permit packages through the NDOT District 2. Three (3) permits will be processed as part of the scope of this work for McCarran Blvd (SR 659)/7th St, McCarran Blvd (SR 659)/York Way, and Sun Valley Blvd/1<sup>st</sup> Ave. (This location will be coordination only. The encroachment permit will be completed after consensus of the design scope as an additional service.)

The CONSULTANT will submit the completed application and submit the color-coded plans at the 90% submittal. One (1) set of review comments for each site will be collected from NDOT and processed by the CONSULTANT

for each permit. The final submittal for each permit will be at the 100% submittal. The RTC or appropriate local agency will be the applicant on each permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permits. Permit Terms and Conditions will be incorporated into the project specifications.

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

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

**F. Bidding Services**

1. Plan Set and Specification Distribution. CONSULTANT will provide the RTC with final plans and specifications, including addenda, in PDF, for use in the Procurement system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will participate in the pre-bid

meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will respond to bid RFIs and prepare and provide up to one (1) PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.

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

### **G. McCarran Blvd. (SR 659)/7th St. Evaluation**

*(Proposed Limits from Sierra Highlands Dr. to Tasha Ct.)*

The CONSULTANT will review pedestrian circulation and bus stop locations along 7<sup>th</sup> Street between Sierra Highlands Dr. and Tasha Ct. Intersection operations evaluations will also be completed at McCarran Blvd (SR 659)/7<sup>th</sup> St.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to two (2) project meetings. Anticipated meetings include:
  - a. One (1) Meeting with RTC and City of Reno
  - b. Comment/Resolution Meeting (After RTC and City of Reno review draft memorandum)
2. Neighborhood Advisory Board Meetings: The CONSULTANT will work with the RTC project manager and City of Reno to provide recommended improvement exhibits and presentation material for up to two (2) meetings.. The City of Reno and RTC will advertise the NAB meeting(s) on their agency websites and through the NAB. The public will be encouraged to offer their input on the study during the meetings or through email communication.
3. Data Collection/Research: The following information will be collected through one (1) site visit and portable camera installations where applicable.
  - a. Site visit to observe vehicle operations, pedestrian circulation, and safety issues
  - b. AM/PM Peak-Hour vehicle turning movement counts and pedestrian volumes will be collected at McCarran Blvd (SR 659)/7th St.
  - c. Intersection lane configuration and vehicle storage lengths at McCarran Blvd (SR 659)/7th St.
  - d. AADT Counts between Sierra Highlands Dr. and Tasha Court
4. Traffic Analysis: Using the data collected, the CONSULTANT will analyze (4) traffic scenarios (existing, existing plus recommended improvements, 2040 background, 2040 background plus recommended improvements) for McCarran Blvd (SR 659)/7th St. This effort will utilize Highway Capacity Manual 6th Edition techniques for determining the LOS at the intersections. The analysis shall include calculations of left turn storage bay lengths on all legs of the intersection. Lane utilization for the dual southbound left turns

will be observed.

5. Pedestrian Circulation and RRFB Evaluation: A qualitative review of the pedestrian circulation from 7<sup>th</sup> Street and pedestrian access across 7<sup>th</sup> Street will also be documented and reviewed. An evaluation of the installation of an RRFB following the NDOT *Pedestrian Safety Improvement Evaluation Guideline for Uncontrolled Crossings* will also be conducted. One (1) figure will be developed documenting pedestrian circulation paths and restricted/limited-access areas. Recommendations for improvements will be developed as appropriate. Consideration for bicycle facilities in the area will also be considered as part of the pedestrian circulation.
6. Crash Data Summary: NDOT will be contacted in an attempt to collect publicly available crash data for the most recent three-year period. This data will be reviewed for crash characteristics that could be mitigated through site access improvements and summarized for inclusion in the technical memorandum.
7. Technical Memorandum: Efforts completed in subtasks 1-6 will be documented in a technical memorandum with graphics as deemed appropriate by the CONSULTANT. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC and City of Reno. The CONSULTANT will participate in one (1) conference call with the RTC and City of Reno to discuss the findings and recommendations contained in the draft technical memorandum. Coordination with NDOT will be conducted on an as needed basis.

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

8. Improvement Plans: The CONSULTANT will prepare plans based on the recommendations from Subtask 6 per the scope described in Tasks B-F herein.

#### **H. Proctor R Hug High School Circulation Study**

The site circulation study for the new Proctor R Hug High School Campus off of Sullivan Lane will evaluate vehicle and pedestrian access along El Rancho Drive and Sullivan Lane and evaluate the on-site parking areas to propose recommendations for improved vehicle and pedestrian access and circulation.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to three (3) in-person project meetings. Anticipated meetings include:
  - a. One (1) Meeting with RTC, Washoe County School District (WCSD), and City of Reno
  - b. One (1) meeting with Campus Site Walk (include Safe Routes to School Officer and Transportation Staff) anticipated June 6<sup>th</sup> to capture normal operations this school year
  - c. One (1) comment/resolution meeting (After RTC, City of Sparks, and WCSD review draft memorandum)
  
2. Data Collection/Research: In addition to the site walk conducted as part of Subtask 1, the following information will be collected with portable camera installations and site visits at the existing Proctor R Hug High School site:
  - a. Review of site traffic study and notes on recent operational changes completed by WCSD
  - b. Review Pick-up/drop off operations
  - c. Review Busing Operations
  - d. Review Vehicle and pedestrian access along El Rancho Drive and Sullivan Lane
  - e. Collect publicly available crash data for the most recent three-year period.
  - f. AM/PM Peak-Hour Turning Movement Counts at the following five (6) intersections:
    - i. El Rancho Drive/Sullivan Lane
    - ii. Sullivan Lane/North Entrance to Hug High School
    - iii. Sullivan Lane/South Entrance to Hug High School
    - iv. Sun Valley Blvd/El Rancho Drive
    - v. Sullivan Lane /McCarran Blvd
    - vi. El Rancho Drive/McCarran Blvd
  - g. Roundabout driver behavior along the roundabout approaches, will be obtained by drone video imagery supplemented with video tracking software to document roundabout entry speeds and vehicle travel paths. Approximately 30-minutes of video for each peak-period (2-hour total video length) will be collected during weekday AM and PM school peak-periods. FAA permissions to fly drones at 400 feet will be sought as the school and roundabouts are within the flight path of the Reno/Tahoe Airport.
  - h. Intersection lane configuration, priority to circulating traffic, speed consistency, natural paths, vehicle storage lengths, speed limits, lane discipline, lane utilization, adjacent land uses, and other readily apparent features for the study facilities that are deemed by the CONSULTANT to be relevant to the Scope of Services.
  - i. Cameras will be installed on campus for one (1) day to provide documented observations. Parking capacity will be documented and three (3) parking counts will be conducted throughout one (1) day (at 8:00 AM, 12:30 PM, and 4:00 PM).



3. Traffic Analysis: Using the data collected and obtained in Subtask 2, the CONSULTANT will complete geometric and operational evaluations for the three (3) study intersections at roundabouts and three (3) signalized intersections. These evaluations will include the following efforts:
  - a. Documentation of field observations related to the intersection's signing, striping, geometric features, driver behavior, etc.
  - b. Summary of the data collected at the intersection, anticipated to include approach speeds and a summary of the collision frequency/patterns.
  - c. Recommended remedial measures for signing/striping and geometric configurations. These recommendations will include conceptual OPCs for the primary purpose of assisting the project team with the selection and prioritization of intersection and corridor modifications.
  
4. Vehicle Circulation Evaluation: A qualitative review of the vehicle circulation at the Hug High School campus will be provided. One (1) figure will be developed documenting vehicle circulation paths and restricted/limited-access areas. As part of this evaluation the existing available parking stalls will be counted and circulation will be reviewed. The pick-up/drop-off data collected as part of Subtask 2 will be reviewed to determine if operational improvements can be made. Recommendations for improvements will be developed as appropriate.
  
5. Pedestrian Circulation Evaluation: A qualitative review of the pedestrian circulation from El Rancho Drive, from Sullivan Lane, and to/from the parking areas will be provided. Pedestrian access across El Rancho Drive and Sullivan Lane will also be documented and reviewed. One (1) figure will be developed documenting pedestrian circulation paths and restricted/limited-access areas. Recommendations for improvements will be developed as appropriate.
  
6. Technical Memorandum: Efforts completed in Subtasks 1-5 will be documented in a technical memorandum with graphics as deemed appropriate by the CONSULTANT. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC, City of Sparks, and WCSD. The CONSULTANT will participate in one (1) conference call with the RTC, City of Sparks, and WCSD to discuss the findings and recommendations contained in the draft technical memorandum.

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

7. Improvement Plans (Optional): Design of improvements will be completed upon consensus of the design scope based on recommendations as an optional additional service. Design scope and fee to be negotiated at that time.

### **I. The Outlets at Legends/Lincoln Way Site Circulation Study**

The site circulation study for the Outlets at Legends will evaluate intersection operations and configurations at four (4) intersections as sited in Subtask 3, vehicle circulation, document any safety observations, and provide recommendations to improve vehicle circulation within the study area.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to three (3) project meetings. Anticipated meetings include:
  - a. One (1) Meeting with RTC and City of Sparks
  - b. One (1) coordination meeting with Legends Bay Casino
  - c. One (1) comment/resolution meeting (After RTC and City of Sparks review draft memorandum)
2. Stakeholder Coordination: The CONSULTANT will conduct up to two (2) meetings with Red Development. The first meeting will introduce the project and gather initial feedback from Red Development. The second meeting will provide recommendations and allow Red Development an opportunity to provide feedback.
3. Data Collection/Research: The following information will be collected through one (1) site visit and portable camera installations where applicable.
  - a. Review Legends Bay Casino traffic study
  - b. Sparks Boulevard Project analysis for Lincoln Way/Sparks Boulevard (signalized)
  - c. Mall Circulation Study (provided by RTC)
  - d. Collect publicly available crash data for the most recent three-year period.
  - e. Site visit to observe vehicle operations and document any safety concerns
  - f. AM/PM peak-hour vehicle turning movement counts and pedestrian volumes at the following four (4) intersections:
    - i. Lincoln Way/Marina Gateway Drive (signalized)
    - ii. Lincoln Way/Legends Bay Drive (roundabout)
    - iii. Lincoln Way/Scheels Drive (roundabout)
    - iv. Lincoln Way/Sparks Boulevard (signalized)
  - g. Intersection lane configuration for all intersections
  - h. Roundabout driver behavior along the roundabout approaches, will be obtained by drone video imagery supplemented with video tracking software to document roundabout entry speeds and vehicle travel paths. Approximately 30-minutes of video for each peak-period (2-hour total video length) will be collected during weekday AM and PM peak-periods. FAA permissions to fly drones at 400 feet will be sought as the roundabouts are within the flight path of the Reno/Tahoe Airport.

4. Traffic Analysis: Using the data collected and obtained in Subtask 3, the CONSULTANT will complete geometric and operational evaluations for the four (4) study intersections (two (2) roundabouts). These evaluations will include the following efforts:
  - a. Documentation of field observations related to the intersection's signing, striping, geometric features, driver behavior, etc.
  - b. Summary of the data collected at the intersection, anticipated to include approach speeds and a summary of the collision frequency/patterns.
  - c. Recommended remedial measures for signing/striping and geometric configurations. These recommendations will include conceptual OPCs for the primary purpose of assisting the team with the selection and prioritization of intersection and corridor modifications.
5. Vehicle Circulation Evaluation: A qualitative review of the vehicle circulation at The Outlet at Legends will be provided. One (1) figure will be developed documenting vehicle circulation paths and restricted/limited-access areas. General observations as to where major parking areas are located in relation to the entrance/exits and most accessible parking areas will be reviewed. Recommendations for improvements will be developed as appropriate.
6. Technical Memorandum: Efforts completed in Subtasks 1-5 will be documented in a technical memorandum with graphics as deemed appropriate by the CONSULTANT. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC and City of Sparks. The CONSULTANT will participate in one conference call with the RTC and City of Sparks to discuss the findings and recommendations contained in the draft technical memorandum.

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

7. Improvement Plans (Optional): Design of improvements will be completed upon consensus of the design scope based on recommendations as an optional additional service. Design scope and fee to be negotiated at that time.

## **J. Sun Valley Blvd. and 1st Avenue Predesign Intersection Evaluation**

Complete an intersection evaluation and preliminary plan to add a NB to EB right turn lane, signal pole relocation on SE corner, keeping the bike lane, evaluating the impact to adjacent property owner, providing recommendations for retaining wall and R/W, coordination with NDOT and with Sun Valley General Improvement District.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to four (4) project meetings. Anticipated meetings include:
  - a. One (1) Meeting with RTC and Washoe County
  - b. Coordination meeting with Sun Valley Improvement District (one (1)) and NDOT for project requirements (one (1))
  - c. One (1) comment/Resolution Meeting (After RTC and Washoe County review draft memorandum)
  
2. Data Collection/Research: The following information will be collected through one (1) site visit.
  - a. Site survey and R/W under another Task
  - b. Site visit to observe vehicle operations and document any observed safety concerns
  - c. CONSULTANT will coordinate with the utility agencies for existing facilities and evaluate potential conflicts through field investigation.
  
3. Geometric Analysis: Using the data collected and obtained in Subtask 2, the CONSULTANT will complete geometric evaluations. These evaluations will include the following efforts:
  - a. Recommended measures for signing/stripping and geometric configurations of signal pole relocations for full build out of the intersection. These recommendations will include conceptual OPC for the primary purpose of assisting Washoe County with the selection and prioritization of intersection modifications.
  - b. Perform a retaining wall analysis for recommendation of the widening including a conceptual OPC for the primary purpose of assisting RTC with the selection and prioritization of intersection modifications. A reinforced concrete retaining wall will be assumed using conservative presumptive soil values. A geotechnical evaluation will be done when project goes to design.
  - c. R/W impact due to proposed improvements.
  - d. Develop one (1) preliminary concept plans.
  
4. Predesign Memorandum: Efforts completed in Subtasks 1-3 will be documented in a memorandum with Preliminary Concept Plan as deemed appropriate by the CONSULTANT. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC and Washoe County. CONSULTANT will participate in one conference call with

the RTC and City of Sparks to discuss the findings and recommendations contained in the draft technical memorandum.

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

5. Improvement Plans (Optional): Design of improvements will be completed upon consensus of the design scope based on recommendations as an optional additional service. Design scope and fee to be negotiated at that time.

#### **K. Virginia St./Center St. Roundabout Evaluation and Design Improvements**

The CONSULTANT will perform a peer review of the technical two memorandums completed at the Virginia Street and Center Street roundabout and perform the design of agreed upon recommended improvements. Current recommended design improvements from the technical memorandum include: installation of pedestrian crossing with solar RRFB at Cheney and Virginia Street, other signing improvements, three (3) solar RRFB installation at existing Virginia Street crossings, and installation of site security ASTM rated bollards on the southwest corner to protect building and sidewalk.

1. Project Coordination Meetings: The CONSULTANT will prepare for and attend up to three (3) project meetings. Anticipated meetings include:
  - a. One (1) Meeting with RTC and City of Reno
  - b. One (1) Site visit to observe vehicle operations and document any safety concerns
  - c. One (1) Comment/Resolution Meeting (After RTC and City of Reno additional recommendations based on peer review)
2. Peer Review Memorandum and field review evaluation: The CONSULTANT will perform a review of the *Virginia Street/Center Street Technical Memorandum*, dated December 23, 2022 and the *Midtown Virginia St. BRT Post Study Analysis* performed by the Center of Advanced Transportation Education and Research at the University of Nevada, Reno.
  - Evaluate existing Technical Memorandums data provided by RTC including evaluation, available data, and other plan and CAD files
  - Documentation of field observations related to the intersection's signing, striping, geometric features, driver behavior, etc.
  - Recommended remedial measures for signing/striping, geometric, and lighting. These recommendations will include conceptual OPCs for the primary purpose of assisting the RTC with the selection and prioritization of any further intersection modifications.

- The CONSULTANT will work with the RTC project manager and City of Reno to prepare up to one (1) concept level improvement exhibits to be used for conveying information to stakeholders to move forward to design.
4. Peer Review Memorandum: Efforts completed in subtasks 1-3 will be documented in a memorandum. The CONSULTANT will prepare and submit an electronic (PDF) copy of the draft memorandum to the RTC and City of Reno. The CONSULTANT will participate in one (1) conference call with the RTC and City of Reno to discuss the findings and recommendations contained in the draft technical memorandum.

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

5. Improvement Plans: The CONSULTANT will prepare plans based on the recommendations from Subtask 4 per the scope described in Tasks B-F herein. Current improvements are anticipated to be the recommendations within the *Virginia Street/Center Street Technical Memorandum*, dated December 23, 2022 and the *Midtown Virginia St. BRT Post Study Analysis* performed by the Center of Advanced Transportation Education and Research at the University of Nevada, Reno. Additional improvement recommendations synthesized by the peer review and agreed upon through the technical memorandum will be completed as an optional additional service. Design scope and fee to be negotiated at that time.

**L. Construction Phase Services or Engineering During Construction (Sole Option and Discretion of RTC)**

Based on Construction of Sites 1-6. The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. The following subtasks summarize the major elements of Construction Support Services anticipated with this project.

1. Contract Administration: Provide contract administration services as follows:
- a. Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
  - b. Visits to Site and Observation of Construction: CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by RTC in order to observe the progress of the Work. Such

visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep RTC informed of the general progress of the Work. CONSULTANT shall also provide recommendations to RTC for any construction changes necessitated by field conditions.

- c. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide RTC a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- d. Review and provide recommendations on contractor's traffic control plans.
- e. CONSULTANT will review and provide feedback to the RTC on traffic control plans submitted to RTC for approval.
- f. Review and provide recommendations on contractor's construction schedule and work progress CONSULTANT will review and provide feedback to the RTC on the construction schedule and work progress submitted to the RTC for approval.
- g. Submittals: CONSULTANT will review and approve or take other appropriate action in respect to Submittals, Shop Drawings, Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- h. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by

- Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- i. Recommendations with Respect to Defective Work. CONSULTANT will recommend to RTC that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
  - j. Clarifications and Interpretations: CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by RTC.
  - k. Disagreements between RTC and Contractor: CONSULTANT will, if requested by RTC, render written decision on all claims of RTC and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to RTC or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
  - l. Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
  - m. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has



passed to RTC free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between RTC and Contractor that might affect the amount that should be paid.

- n. Substantial Completion: CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.
- o. Final Notice of Acceptability of the Work: CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
- p. Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as further defined in the scope of services below, and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.
- q. Change Orders: CONSULTANT may recommend Change Orders to RTC, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- r. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

## 2. Inspection

- a. “Inspection services” means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the RTC any observed deficiencies. The following subtasks summarize the major elements of Inspection anticipated with this project.
- b. Construction of the project that requires inspection is anticipated at **50 working days** (~7 weeks). A full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments and paving (20 working days anticipated). A part-time (3 hours per day) primary inspector will be on site during all other working days (30 working days anticipated). A full-time supplemental technician will be provided at 8 hours per day (2 working days anticipated) and will perform sampling and density testing during back fill and concrete operations. The primary inspector will be responsible for the following items:
  - i. Attend the preconstruction conference.
  - ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
  - iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
  - iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.
  - v. Provide materials quantity reports and assist in reviewing and analyzing contractor’s monthly progress payments.
  - vi. Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
  - vii. Assist in preparation of the Punch List.
  - viii. Maintain a field blueline set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

## 3. Materials Testing

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following subtasks summarize the major elements of testing anticipated with this project:
- b. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, concrete cylinder samples, and trenching backfill material. Test reports,

accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

4. As-Built Information

- a. Record Drawings. Provide as-built record drawings for the completed project. A single file PDF format (11" x 17" at 300 dpi), will be provided to RTC for its files and distribution. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.
- b. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:
  - i. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
  - ii. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.
- c. The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

**Exhibit B**

Compensation

Exhibit B - Schedule of Services

TSM 24-01



TASK	DESCRIPTION	TASK TOTALS
A	Preliminary and General Items	\$ 11,610.00
B	Data Collection and Analysis	\$ 26,005.00
C	60% Design Phase for Sites 1-6	\$ 63,525.00
D	90% Design Phase for Sites 1-6	\$ 56,160.00
E	Final Design Phase for Sites 1-6	\$ 30,640.00
F	Bidding Services	\$ 5,365.00
	<b>Total Design Services (Task A-F)</b>	<b>\$193,305.00</b>
G	McCarran Blvd. (SR 659)/7th St. Evaluation	\$ 21,210.00
H	Hug High School Circulation Study	\$ 89,825.00
I	The Outlets at Legends/Lincoln Way Site Circulation Study	\$ 67,230.00
J	Sun Valley Blvd. and 1st Avenue Predesign Intersection Evaluation	\$ 25,330.00
K	Virginia St/Center St Roundabout Evaluation and Design Improvements	\$ 23,800.00
	<b>Total Planning Services (Task G-K)</b>	<b>\$227,395.00</b>
L	Engineering During Construction (Optional Services)	\$ 76,860.00
M	Design Contingency (8% of Design)	\$ 34,000.00
	<b>Total Not-to-Exceed Amount</b>	<b>\$531,560.00</b>



Exhibit B - Schedule of Services  
TSM 24-01

Prepared by Kimley-Horn MSM/TJP/AH/DVN

5/5/2023

v03

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
		\$320	\$275	\$225	\$185	\$180	\$145	\$120	\$115				
<b>A</b>	<b>Preliminary and General Items</b>												
	Project Management (12 months)		12	24					12	48			\$10,080.00
	Kick Off Meeting (Conference Call)		1	3			4			8			\$1,530.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>13</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>12</b>	<b>56</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$3,575.00</b>	<b>\$6,075.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$580.00</b>	<b>\$0.00</b>	<b>\$1,380.00</b>		<b>\$0</b>		<b>\$11,610.00</b>
<b>B</b>	<b>Data Collection and Analysis</b>												
	Obtain and Review As-Builts			10			10			20			\$3,700.00
	Field Review with Reno, Sparks, Washoe County, and RTC			8			8			16	\$900	Travel	\$3,860.00
	Aerial Mapping						10	10		20			\$2,650.00
	Centerline Development			2	6		6			14			\$2,430.00
	Legal Description and Title Reports			1			2			3	\$3,500	Legal and Title Reports	\$4,015.00
	Utility mapping and coordination			2			20	50		72			\$9,350.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>0</b>	<b>23</b>	<b>6</b>	<b>0</b>	<b>56</b>	<b>60</b>	<b>0</b>	<b>145</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,175.00</b>	<b>\$1,110.00</b>	<b>\$0.00</b>	<b>\$8,120.00</b>	<b>\$7,200.00</b>	<b>\$0.00</b>		<b>\$4,400</b>		<b>\$26,005.00</b>
<b>C</b>	<b>60% Design Phase for Sites 1-6</b>												
	Cover, General Notes, Sheet Index (3)			2		6		5		13			\$2,130.00
	Typical Sections (1)		1		2			4		7			\$1,125.00
	Horizontal Control Plan (2)		1	2			15	15		33			\$4,700.00
	Demo Sheets (4)			2	4		20	20		46			\$6,490.00
	Plans sheets (13)	2	4	12	12	20	40	40		130			\$20,860.00
	Project details (15)	1	2	3	15		15	15		51			\$8,295.00
	OPC			3			15	15		33			\$4,650.00
	Quality Control Review	3	6	8	6		11	15		49			\$8,915.00
	Plan in Hand Field Walk		4	6			8			18	\$900	Travel for Field Walk	\$4,510.00
	Submit 60% RTC, Reno, Sparks, and utilities			5			5			10			\$1,850.00
	<b>Subtotal Hours</b>	<b>6</b>	<b>18</b>	<b>43</b>	<b>39</b>	<b>26</b>	<b>129</b>	<b>129</b>	<b>0</b>	<b>390</b>			
	<b>Subtotal Fee</b>	<b>\$1,920.00</b>	<b>\$4,950.00</b>	<b>\$9,675.00</b>	<b>\$7,215.00</b>	<b>\$4,680.00</b>	<b>\$18,705.00</b>	<b>\$15,480.00</b>	<b>\$0.00</b>		<b>\$900</b>		<b>\$63,525.00</b>
<b>D</b>	<b>90% Design Phase for Sites 1-6</b>												
	Comment Review and Response for RTC, Reno, and Sparks		1	4			4	4		13			\$2,235.00
	Cover, General Notes, Sheet Index (3)			1		3		5		9			\$1,365.00
	Typical Sections (1)		1		1			2		4			\$700.00
	Horizontal Control Plan (2)			1			6	6		13			\$1,815.00
	Demo Sheets (4)				2		8	8		18			\$2,490.00
	Plans sheets (13)	2	3	8	8	10	20	20		71			\$11,845.00

Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	Project details (17)	1	2	3	8		8	8		30			\$5,145.00
	Prepare Specifications	2	3	15			5	5		30			\$6,165.00
	OPC			3	3		15	15		36			\$5,205.00
	Quality Control Review		20	4			8	8		40			\$8,520.00
	Prepare and Submit NDOT Encroachment Permits (3) and submit 90% to agencies		3	20		15	10	10		58			\$10,675.00
	<b>Subtotal Hours</b>	<b>5</b>	<b>33</b>	<b>59</b>	<b>22</b>	<b>28</b>	<b>84</b>	<b>91</b>	<b>0</b>	<b>322</b>			
	<b>Subtotal Fee</b>	<b>\$1,600.00</b>	<b>\$9,075.00</b>	<b>\$13,275.00</b>	<b>\$4,070.00</b>	<b>\$5,040.00</b>	<b>\$12,180.00</b>	<b>\$10,920.00</b>	<b>\$0.00</b>		<b>\$0</b>		<b>\$56,160.00</b>
<b>E</b>	<b>Final Design Phase for Sites 1-6</b>												
	Comment Review and Response for RTC, Reno, and Sparks,			8				4		12			\$2,280.00
	Project Plans updates (40 sheets)	4	8	20			35	20		87			\$15,455.00
	Prepare Specifications	2	5	10						17			\$4,265.00
	OPC			3	1		4	4		12			\$1,920.00
	Quality Control Review	1	20	4						25			\$6,720.00
	<b>Subtotal Hours</b>	<b>7</b>	<b>33</b>	<b>45</b>	<b>1</b>	<b>0</b>	<b>39</b>	<b>28</b>	<b>0</b>	<b>153</b>			
	<b>Subtotal Fee</b>	<b>\$2,240.00</b>	<b>\$9,075.00</b>	<b>\$10,125.00</b>	<b>\$185.00</b>	<b>\$0.00</b>	<b>\$5,655.00</b>	<b>\$3,360.00</b>	<b>\$0.00</b>		<b>\$0</b>		<b>\$30,640.00</b>
<b>F</b>	<b>Bidding Services</b>												
	Pre-Bid Meeting			1		3				4			\$765.00
	RFI responses and (1) addenda		2	4		6				12			\$2,530.00
	Bid Opening and Bid Tabs			3			3	3		9	\$600	Travel	\$2,070.00
										0			
	<b>Subtotal Hours</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>9</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>25</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$550.00</b>	<b>\$1,800.00</b>	<b>\$0.00</b>	<b>\$1,620.00</b>	<b>\$435.00</b>	<b>\$360.00</b>	<b>\$0.00</b>		<b>\$600</b>		<b>\$5,365.00</b>
<b>G</b>	<b>McCarran Blvd. (SR 659)/7th St. Evaluation</b>												
	Project Meetings (Coordination and Comment Resolution) (2 meetings)		4	6						10			\$2,450.00
	NAB Materials		1	6			15			22			\$3,800.00
	Data Collection with site visit		2	2			10	5		19	\$600	Intersection Counts	\$3,650.00
	Traffic Analysis		2	3			10			15			\$2,675.00
	Pedestrian Circulation and RRFB Evaluation		4	4			8			16			\$3,160.00
	Crash Analysis			2			10			12			\$1,900.00
	Technical Memorandum		2	3		5	10			20			\$3,575.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>15</b>	<b>26</b>	<b>0</b>	<b>5</b>	<b>63</b>	<b>5</b>	<b>0</b>	<b>114</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$4,125.00</b>	<b>\$5,850.00</b>	<b>\$0.00</b>	<b>\$900.00</b>	<b>\$9,135.00</b>	<b>\$600.00</b>	<b>\$0.00</b>		<b>\$600</b>		<b>\$21,210.00</b>
<b>H</b>	<b>Hug High School Circulation Study</b>												
	Project Meetings (Coordination, and Comment Resolution) (2 meetings)		4	4			4			12			\$2,580.00
	Site/Campus Walk (1 meeting)		8	8		4				20	\$900	Travel	\$5,620.00
	Data Collection - review and evaluate		2	8		15	15			40			\$7,225.00
	Roundabouts (3) (Drone Flight/FAA)	6	30	5					8	49	\$1,000	Drone Data Processing	\$13,215.00

Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
	Signals (3)			1				3		4	\$600	Intersection Counts	\$1,260.00
	Crash Data			1				2		3			\$515.00
	Traffic Analysis - Network		15	20				20		55			\$11,525.00
	Roundabout Evaluation and Documentation (3)	40		26		32		30		128	\$3,060	Travel field review	\$31,820.00
	Vehicle Circulation Evaluation		4	4				8		16			\$3,160.00
	Pedestrian Circulation Evaluation		4	4				8		16			\$3,160.00
	Technical Memorandum	1	5	10				40		56			\$9,745.00
	<b>Subtotal Hours</b>	<b>47</b>	<b>72</b>	<b>91</b>	<b>0</b>	<b>51</b>	<b>130</b>	<b>0</b>	<b>8</b>	<b>399</b>			
	<b>Subtotal Fee</b>	<b>\$15,040.00</b>	<b>\$19,800.00</b>	<b>\$20,475.00</b>	<b>\$0.00</b>	<b>\$9,180.00</b>	<b>\$18,850.00</b>	<b>\$0.00</b>	<b>\$920.00</b>		<b>\$5,560</b>		<b>\$89,825.00</b>
<b>I</b>	<b>The Outlets at Legends/Lincoln Way Site Circulation Study</b>												
	Project Meetings (Coordination and Comment Resolution) (2 meetings)		4	4				4		12			\$2,580.00
	Legend Bay Casino Coordination Meeting (1 meeting)		1	1						2			\$500.00
	Red Development Stakeholder Coord (2 meeting)		8	8						16	\$1,000	Travel	\$5,000.00
	Data Collection - Review and evaluate		2	8		15		15		40			\$7,225.00
	Roundabouts (2) (Drone Flight/FAA)	4	20	3					6	33	\$750	Drone Data Processing	\$8,895.00
	Signals (2)			1				3		4			\$660.00
	Crash Data			1				2		3			\$515.00
	Traffic Analysis - Network		15	20				20		55			\$11,525.00
	Roundabout Evaluation & Documentation (2)	28		18		22		20		88			\$19,870.00
	Vehicle Circulation Evaluation		4	4				8		16			\$3,160.00
	Technical Memorandum		5	7				30		42			\$7,300.00
	<b>Subtotal Hours</b>	<b>32</b>	<b>59</b>	<b>75</b>	<b>0</b>	<b>37</b>	<b>102</b>	<b>0</b>	<b>6</b>	<b>311</b>			
	<b>Subtotal Fee</b>	<b>\$10,240.00</b>	<b>\$16,225.00</b>	<b>\$16,875.00</b>	<b>\$0.00</b>	<b>\$6,660.00</b>	<b>\$14,790.00</b>	<b>\$0.00</b>	<b>\$690.00</b>		<b>\$1,750</b>		<b>\$67,230.00</b>
<b>J</b>	<b>Sun Valley Blvd. and 1st Avenue Predesign Intersection Evaluation</b>												
	Project Coordination Meetings (4)		4	8				6		18			\$3,770.00
	Data Collection/Research and Site Visit		3	8		5		5		21			\$4,250.00
	Geometric Analysis - Concept Plans (1)		5	10				20		35			\$6,525.00
	Retaining Wall Analysis and OPC		2	10		12				24			\$4,960.00
	Predesign Memorandum			5		10		20		35			\$5,825.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>14</b>	<b>41</b>	<b>0</b>	<b>27</b>	<b>51</b>	<b>0</b>	<b>0</b>	<b>133</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$3,850.00</b>	<b>\$9,225.00</b>	<b>\$0.00</b>	<b>\$4,860.00</b>	<b>\$7,395.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0</b>		<b>\$25,330.00</b>
<b>K</b>	<b>Virginia St/Center St Roundabout Evaluation and Design Improvements</b>												
	Project Coordination and Meetings (3)	4	4	4						12			\$3,280.00
	Peer Review of Technical Memorandum and field review	14	2	15						31			\$8,405.00
	Roundabout Improvement Exhibit and OPC		2	5		10		15		32			\$5,650.00
	Technical Memorandum for Recommendations	2		5		10		20		37			\$6,465.00
	<b>Subtotal Hours</b>	<b>20</b>	<b>8</b>	<b>29</b>	<b>0</b>	<b>20</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>112</b>			
	<b>Subtotal Fee</b>	<b>\$6,400.00</b>	<b>\$2,200.00</b>	<b>\$6,525.00</b>	<b>\$0.00</b>	<b>\$3,600.00</b>	<b>\$5,075.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0</b>		<b>\$23,800.00</b>



Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts	
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff					
<b>L</b>	<b>Engineering During Construction (Optional Services)</b>													
	<b>50 Working Days</b>									<b>0</b>			<b>\$0.00</b>	
	Construction Administration		4	20				20	60	4	108	\$1,000	Travel (2 trips)	\$17,160.00
	Inspection							250			250	\$750	Mileage	\$37,000.00
	Material Testing			20							20	\$12,000	Materials Testing	\$16,500.00
	As-built information			4				20	20		44			\$6,200.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>4</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>290</b>	<b>80</b>	<b>4</b>	<b>422</b>				
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$1,100.00</b>	<b>\$9,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$42,050.00</b>	<b>\$9,600.00</b>	<b>\$460.00</b>		<b>\$13,750</b>			<b>\$76,860.00</b>
<b>M</b>	<b>Design Contingency (8% of Design)</b>												8% of Design	<b>\$34,000.00</b>
	<b>Total Services Hours</b>	<b>117</b>	<b>271</b>	<b>511</b>	<b>68</b>	<b>203</b>	<b>986</b>	<b>396</b>	<b>30</b>	<b>2,582</b>				
	<b>Total Services Fee</b>	<b>\$37,440.00</b>	<b>\$74,525.00</b>	<b>\$114,975.00</b>	<b>\$12,580.00</b>	<b>\$36,540.00</b>	<b>\$142,970.00</b>	<b>\$47,520.00</b>	<b>\$3,450.00</b>		<b>\$27,560</b>			<b>\$531,560.00</b>



## Kimley-Horn and Associates, Inc.

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### Hourly Labor Rate Schedule

<b>Classification</b>	<b><i>Rate</i></b>
Support Staff	\$115
Technical Support	\$120
Analyst I	\$145
Analyst II	\$180
Senior Technical Support	\$185
Professional	\$225
Senior Professional I	\$275
ITS Systems Manager/ Senior Professional II	\$320

Effective through December 31, 2023  
Subject to annual adjustment thereafter  
Reimbursable Expenses will be charged per the Contract  
Sub-Consultants will be billed per the Contract

## **Exhibit C**

### Indemnification and Insurance Requirements

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

2022-07-08 Version

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

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

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

## **8. ACCEPTABILITY OF INSURERS**

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

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

## **9. OTHER CONDITIONS**

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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



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

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

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





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.4.5

To: Regional Transportation Commission

From: Amanda Callegari, P.E., Project Manager

**SUBJECT: LPA Agreement with NDOT for the Lemmon Drive Traffic Improvements and Resiliency Project**

**RECOMMENDED ACTION**

Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Lemmon Drive Traffic Improvements and Resiliency Project.

**BACKGROUND AND DISCUSSION**

The Lemmon Drive Traffic Improvements and Resiliency Project extends from Fleetwood Drive to Ramsey Way and is classified as a medium access control arterial. The existing Lemmon Drive roadway alignment is located within the Federal Emergency Management Agency (FEMA) 100-year floodplain and is designated as Special Flood Hazard Area. The purpose of this Project is to reconstruct and realign the segment of Lemmon Drive above the 100-year floodplain to provide resilience during extreme weather events and safe connectivity for the community. Additional safety benefits include the elimination of direct driveway access to Lemmon Drive and the construction of a separated multi-use path.

Approval and execution of this LPA Agreement would authorize the expenditure of federal funds. NDOT will assist the RTC in the completion of the project and reimburse the RTC in accordance with the terms and conditions in the agreement. The RTC has received \$4,000,000 in Congressionally Designated Spending for the Lemmon Drive Project from the Consolidated Appropriations Act, 2023. These federal funds will be utilized for the production of NEPA documentation and design.

**FISCAL IMPACT**

The project is funded using Federal and Local Fuel Tax funds. Approval of the LPA agreement would obligate \$4,000,000 in Congressionally Designated Spending with a (95/5) local match, which amounts to \$210,526.00 in Local Fuel Tax funds.

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**PREVIOUS BOARD ACTION**

3/18/2022 Acknowledged receipt of a report regarding the Lemmon Drive Segment 2 Roadway Alternatives Analysis Report.

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT  
LEMMON DRIVE REALIGNMENT

This Agreement is made and entered on \_\_\_\_\_, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, 1105 Terminal Way, Reno, NV 89502 (hereinafter "RTC").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the RTC is willing to agree to perform work to satisfy the National Environmental Policy Act (NEPA) and preliminary engineering to one hundred percent (100%) for the Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission of Washoe County for Federal Congressionally Directed Spending (Earmark/DEMO) funds; and

WHEREAS, the RTC is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the RTC's Unique Entity Identifier (UEI) V5JZKHRMKN33 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the RTC with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the RTC's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal Earmark/DEMO funding for the PROJECT in a maximum amount of Four Million and No/100 Dollars (\$4,000,000.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the RTC with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the RTC's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
9. To review the DBE information submitted to the RTC by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the RTC with the results of such review.
10. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
11. To assign a Local Public Agency Coordinator to act as the DEPARTMENT's representative to monitor the RTC's compliance with applicable Federal and State requirements.
12. To reimburse the RTC upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

## ARTICLE II - RTC AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) complete the survey and engineering to prepare right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired; and (e) coordinate utility relocations for the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with RTC standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To enter into an agreements with Washoe County and the City of Reno to: (a) require those utility companies having franchise agreements with Washoe County or the City of Reno when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or RTC; (b) accept the right-of-way acquired by the RTC for the PROJECT; and (c) to accept maintenance responsibilities including utility costs for the improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To provide all right-of-way acquisition at no cost to the PROJECT.

6. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

8. To have funding identified and approved in the Statewide Transportation Improvement Plan (STIP) for one hundred percent (100%) of the estimated PROJECT construction costs thirty (30) days prior to the close of the tenth (10) fiscal year following the fiscal year in which the PROJECT preliminary engineering phase was authorized pursuant to 23 CFR 630.112.

9. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the RTC; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments

were completed in accordance with federal and state regulations. The RTC shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

10. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

11. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

12. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

13. As work progresses on the PROJECT, the RTC shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

14. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Two Hundred Ten Thousand Five Hundred Twenty-Six and No/100 Dollars (\$210,526.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

15. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2029, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The LOCAL AGENCY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 100,000.00
RTC Preliminary Engineering Costs:	<u>\$ 4,110,526.00</u>

<u>Total Estimated PROJECT Costs:</u>	\$ 4,210,526.00
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Available Funding Sources:

Federal Earmark/DEMO Funds (95%):	\$ 4,000,000.00
RTC Match Funds (5%):	<u>\$ 210,526.00</u>

<u>Total PROJECT Funding:</u>	\$ 4,210,526.00
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Additional Local Funds Not Included in Agreement:	\$ 45,200,000.00
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6. The RTC may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The RTC is responsible for any costs incurred on the PROJECT after the "project end date." The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the RTC for preliminary engineering, completing the NEPA process



and acquiring environmental permits and clearances, and right-of-way engineering. The RTC match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC prior to entering into this Agreement, the RTC is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. The RTC's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

10. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The RTC acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

11. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or RTC funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

12. Should this Agreement be terminated by the RTC for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the RTC's failure to perform, the RTC shall reimburse the DEPARTMENT for any payments made to the RTC and any PROJECT costs incurred by the DEPARTMENT.

13. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director  
Attn: Phil Kanegsberg, P.E.  
Local Public Agency Coordinator  
Nevada Department of Transportation  
Roadway Design  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7988  
Fax: (775) 888-7401  
Email: [pkanegsberg@dot.nv.gov](mailto:pkanegsberg@dot.nv.gov)

FOR RTC: Bill Thomas, AICP, Executive Director  
Attn: Amanda Callegari, P.E., Project Manager  
Regional Transportation Commission of Washoe County  
1105 Terminal Way, Suite #108  
Reno, NV 89502  
Phone: (775) 335-1881  
Fax: (775) 348-1058  
Email: [acallegari@rtcwashoe.com](mailto:acallegari@rtcwashoe.com)

14. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

15. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or RTC breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

19. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to 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 without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

25. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

26. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

27. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

28. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

29. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

30. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

31. This Agreement constitutes the entire agreement of the parties and as such is

intended as a 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 an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission of Washoe County

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_  
On behalf of Director

Approved as to Legality & Form:

\_\_\_\_\_  
Deputy Attorney General

## Attachment A

### SCOPE OF WORK LEMMON DRIVE SEGMENT 2 TRAFFIC IMPROVEMENTS AND RESILIENCY PROJECT

Improve traffic operations and add resiliency through stormwater and other improvements.





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.4.6

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

**SUBJECT: RRIF Offset Agreement with Dandini Spectrum Holdings, LLC**

**RECOMMENDED ACTION**

Approve a Regional Road Impact Fee (RRIF) Offset Agreement between RTC, Dandini Spectrum Holdings, LLC, and the City of Reno for RRIF Waivers for offset-eligible improvements to be made to the intersections of Parr Boulevard, Dandini Boulevard, and the US 395 Ramps, and authorize the Executive Director to execute the agreement.

**BACKGROUND AND DISCUSSION**

Under the RRIF Program, developers who construct or dedicate improvements contained in the RRIF Capital Improvement Program (CIP) will be credited for these contributions in RRIF waivers. To do this, the developer must enter into a RRIF Offset Agreement that will be approved by both the RTC and the local government. The RRIF Offset Agreement specifically identifies the proposed improvements, estimated RRIF waivers that will be earned, requirements for quality control/quality assurance, and the duties and responsibilities of each party. The RRIF Offset Agreement being authorized by this action will result in an estimated \$1,580,000 in RRIF Waivers being issued to KM2 Development Inc.

**FISCAL IMPACT**

No fiscal impact will result from this action. The amount of RRIF waivers to the developer will be based on Offset-Eligible Costs equal to, or less than, impact fees owed for all or a portion of the land uses within the Development of Record.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**Parr Boulevard, Dandini Boulevard, and US 395 NB Ramps  
Intersection Signalization**

**OFFSET AGREEMENT  
Offset Agreement # 053009**

**BETWEEN**

**THE REGIONAL TRANSPORTATION COMMISSION,  
A special purpose unit of the Government**

**And**

**CITY OF RENO  
a Municipal Corporation**

**And**

**Dandini Spectrum Holdings LLC  
Developer of Record**

**For**

**Spectrum-Dandini Mixed-Use Development  
Development of Record**

**North Service Area**

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## EXHIBITS

- EXHIBIT “A”**      **Section X of the Regional Road Impact General Administrative Manual, 6<sup>th</sup> Edition**
- EXHIBIT “B1”**    **Site Plan and Description of Development of Record**
- EXHIBIT “B2”**    **Legal Description of the Development of Record**
- EXHIBIT “C”**     **Offered Improvements Applications/Submittals**
- EXHIBIT “D”**     **Letter of Approval**
- EXHIBIT “E”**     **Developer of Record QA/QC Program RTC Special Technical Specifications for Regional Road Impact Fee Projects**
- EXHIBIT “F”**     **Standard Specifications for Public Works Construction  
Section 100.17 “Material and Workmanship – Warranty of Corrections”**
- EXHIBIT “G”**     **RRIF Rate Schedule as of the Date of the RRIF Offset Agreement**

## OFFSET AGREEMENT

This Offset Agreement (“Offset Agreement”) is entered by and between the REGIONAL TRANSPORTATION COMMISSION (hereinafter designated “RTC”), a special purpose unit of Government; CITY OF RENO, a municipal corporation, (hereinafter designated “Local Government”); and DANDINI SPECTRUM HOLDINGS LLC (hereinafter designated “the Developer of Record”).

### 1. General

- 1.1 **Ordinance, Manual and CIP.** The City of Sparks, the City of Reno, Washoe County, and RTC have entered into an Interlocal Cooperative Agreement for the purposes of implementing the Regional Road Impact Fee (“RRIF”) Program. The Participating Local Government has passed a Regional Road Impact Fee Ordinance (“Ordinance”) to implement the RRIF. RTC and the Participating Local Government have adopted the Regional Road Impact Fees General Administrative Manual, 6th Edition (“Manual”), specifying the provisions and procedures for administration of the RRIF, as well as the Regional Road Impact Fee System Capital Improvement Plan (“CIP”) 6th Edition, identifying the regional streets and improvements which shall be constructed in whole or in part with funds generated from the RRIF. The terms and provisions of the Manual and the CIP are incorporated herein by reference as if fully set forth. All capitalized terms not otherwise defined herein shall have the definitions and meanings as used in the Ordinance, Manual and CIP. Amendments approved by the RTC and local governments are incorporated by reference to the same extent as if set forth in full herein.
- 1.2 **Basis for this Offset Agreement.** The parties intend this Offset Agreement to be an Offset Agreement as provided in Section X of the Manual, to provide for waivers of Regional Road Impact Fees (“RRIF Waiver”) in exchange for contributions of Offered Improvements (which may include right-of-way (“ROW”) dedication), which may then be used to offset Regional Road Impact Fees which would otherwise be chargeable to the Developer of Record’s Development of Record. Section X of the Manual contains specific provisions pertaining to Waivers and is attached hereto and incorporated herein as Exhibit “A”.
- 1.3 **Effective Date of Offset Agreement.** This Offset Agreement shall be binding and effective as of the last date of execution below.
- 1.4 **Eligibility of Offered Improvements.** The Offered Improvements have been identified by the Local RRIF Administrator as being included in the Exhibit “D” of the CIP, titled North Capital Improvement Plan.

### 2. The Development of Record and Offered Improvements.

- 2.1 **Description of the Development of Record.** The Development of Record for which the RRIF Waivers shall be issued is known as Spectrum-Dandini Mixed-Use Development. The Developer of Record owns or is the agent for the record owners of the entire Development. A site plan and narrative description of the Development of Record, including the proposed land uses and units of development is attached

hereto as Exhibit “B-1”. The legal description of the Development of Record is attached as Exhibit “B-2.”

## 2.2 **Offered Improvements.**

2.2.1 **Description of Offered Improvements.** The Developer of Record has submitted an application shown herein as Exhibit “C” describing the specific Offered Improvements which the Developer of Record proposes to construct and/or dedicate. The Offered Improvements are generally described as signalization of intersection at Parr Boulevard, Dandini Boulevard, and US 395 North Bound Ramps. The RTC RRIF Administrator and Local RRIF Administrator have approved the application, subject to the limitations set forth in the letter of approval incorporated herein as Exhibit “D”.

2.2.2 **Completion and Acceptance of Offered Improvements.** Unless extended by written consent of the RTC RRIF Administrator, all Offered Improvements, shall be commenced within 6 months of the date of the date of the Offset Agreement, and completed in substantial conformance with approved plans within two (2) years of the date of the Offset Agreement. This Offset Agreement shall terminate and be of no further force or effect if the Offered Improvements are not commenced within one (1) year of the date of the Offset Agreement. The time for completion may be extended by written consent of the RTC RRIF Administrator and the Local RRIF Administrator one time for not more than one (1) year, upon a written request for extension submitted not less than ninety (90) days prior to expiration of the originally agreed time for completion. Additional extensions of the time for completion shall require an amendment to this Offset Agreement pursuant to Section 4.2. The Offered Improvements shall be accepted by the Local RRIF Administrator and the RTC RRIF Administrator upon correction by the Developer of Record of any identified deficiencies to the satisfaction of the Local RRIF Administrator and the RTC RRIF Administrator. Acceptance of the Offered Improvements by the Local RRIF Administrator and the RTC shall not be unreasonably withheld. Any real property the Developer of Record proposes to offer for dedication pursuant shall be valued pursuant to the provisions of Section X.F.2.c.(2) of the Manual.

2.2.3 **Design and Construction Standards.** All design and construction of the Offered Improvements shall be in accordance with the latest edition of the Standard Specifications as of the date of this agreement for Public Works Construction (“Standard Specifications”), including any addenda, as adopted by the Participating Local Government and modified by the Special Technical Specifications (“STS”) as prepared by RTC and contained herein as part of Exhibit “E”. Additionally, all design and construction of Offered Improvements shall be in accordance with all policies of the RTC, including the latest version as of the date of this agreement of the following: Policy for the Street and Highway Program, RRIF CIP, and Traffic Noise Mitigation Policy Report, all incorporated herein as if fully set forth. In the case of conflicting standards, the conflict shall be brought to the immediate attention of the RTC RRIF Administrator who

shall, in conjunction with the Local RRIF Administrator, resolve the discrepancy within five (5) working days.

2.2.4 **Quality Assurance/Quality Control (QA/QC).** In making the Offered Improvements, the Developer of Record shall institute a QA/QC Program meeting the requirements of Exhibit “E”. The Developer of Record may utilize an alternate QA/QC Program with the approval of the RTC RRIF Administrator and Local RRIF Administrator.

2.2.5 **Warranty.** The Developer of Record shall warrant all materials and workmanship of the Offered Improvements in accordance with the provisions of the latest edition of the Standard Specifications. The Developer of Record is directed in particular to Section 117.00 which is contained herein as Exhibit “F”.

### 3. **RRIF Waivers.**

3.1 **The Developer of Record and Development of Record.** The Developer of Record is the party to whom all RRIF Waivers earned under this Offset Agreement shall be issued. RRIF Waivers earned under this Offset Agreement may not be applied outside of the Development of Record.

3.2 **RRIF Waivers are Personal Assets of The Developer of Record.** The parties agree that all RRIF Waivers received pursuant to this Offset Agreement shall be the personal assets of the Developer of Record.

3.3 **Calculation of RRIF Waiver.** RRIF Waivers will be expressed in dollars upon the final RRIF Waiver determination pursuant to Section 3.5. RRIF Waivers may be utilized to pay Regional Road Impact Fees which would otherwise be due for development within a Development of Record. To the extent RRIF Waivers are utilized for development of units of development and land uses in strict conformance with Exhibits “B-1” and “B-2,” RRIF Waivers earned shall be applied as if a Building Permit (or Certificate of Occupancy, whichever applies) were granted for each such unit of development as of the date of this Offset Agreement, notwithstanding that actual construction of such unit of development occurs thereafter. For sake of clarity, it is the parties’ intent that Regional Road Impact Fees for all future development within the Development of Record which is conducted in conformity with Exhibits “B-1” and “B-2” shall be “grandfathered in” at the RRIF rates existing as of the date of this Offset Agreement, up to the total amount identified in the Notice of RRIF Waiver. The rates existing as of the date of this Offset Agreement are attached hereto as Schedule 1. To the extent units of development or land uses are changed from the uses depicted in Exhibit “B-1,” or the legal description of the Development of Record is modified from the description set forth in Exhibit “B-2”, earned RRIF Waivers may be used within the Development of Record for such development, but the RRIF Waivers must be utilized at the then-current Regional Road Impact Fee rate as of the date of issuance of the Building Permit for each unit of development.

3.4 **RRIF Waiver Usage and Transferability.** The usage and transferability of RRIF Waivers earned under this Offset Agreement are as follows:

- 3.4.1 RRIF Waivers earned under this Offset Agreement may be used to pay for up to 100% of the Regional Road Impact Fees due as the result of development within the Development of Record.
- 3.4.2 RRIF Waivers earned under this Offset Agreement may not be used to pay for Regional Road Impact Fees due as a result of development outside of the Development of Record.
- 3.4.3 RRIF Waivers earned under this Offset Agreement are transferable to a third party, provided that all RRIF Waivers earned under this Offset Agreement may only be used to pay for Regional Road Impact Fees due as a result of development within the Development of Record.
- 3.5 **Interim RRIF Waivers.** The Developer of Record shall be entitled to apply for and receive Interim RRIF Waivers for satisfactorily completed portions of the Offered Improvements (including Right of Way) according to the schedule at Exhibit “G”. This provision shall in no way be construed as constituting acceptance in whole or part of any of the Offered Improvements. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim RRIF Waivers.
- 3.6 **Final RRIF Waiver Determination.** The final determination of RRIF Waivers shall be calculated by the RTC RRIF Administrator after consultation with the Local RRIF Administrator within thirty (30) calendar days of final acceptance of the Offered Improvements by the RTC RRIF Administrator and the Local RRIF Administrator and submission by the Developer of Record of all documentation required by the RTC RRIF Administrator to make said final determination. The RTC RRIF Administrator shall issue a written instrument identifying the amount of the RRIF Waivers to the Developer of Record within three (3) working days of the earlier to occur of the following:
  - 3.6.1 the date the appeal period of the final determination expires pursuant to Article XII of the RRIF GAM;
  - 3.6.2 the date the Developer of Record waives in writing the appeal period, or;
  - 3.6.3 in the event of an appeal pursuant to Article XII of the RRIF GAM, the date of a final decision on all issues on appeal.
- 3.7 **Expiration of RRIF Waivers.** RRIF Waivers shall not expire and may be used in perpetuity to pay Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.

4. **Miscellaneous** The parties further agree as follows:

- 4.1 **Governing Law: Venue.** This Offset Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Offset Agreement. Venue for any legal action arising out of this Offset Agreement shall be in Washoe County, Nevada.
- 4.2 **Entirety and Amendments.** This Offset Agreement embodies the entire Offset Agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any, relating to the

Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, provided that nothing contained in Subsection 4.2 shall be interpreted to change, amend or modify the conditions of the Development of Record approval by the Participating Local Government. No oral statements or representations made before or after the execution of this Offset Agreement regarding the subject matter of this Offset Agreement are binding on any party, nor may any such oral statements or representations be relied on by a party.

- 4.3 **Invalid Provisions.** If any provision of this Offset Agreement is held to be illegal, invalid, unenforceable under present or future laws, such provision shall be fully severable. The Offset Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Offset Agreement. The remaining provisions of the Offset Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Offset Agreement.
- 4.4 **Parties Bound and Assignment.** The Offset Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. The Developer of Record may assign RRIF Waivers which have been calculated pursuant to Section 3.6 to a successor developer or developers, provided however, that such RRIF Waivers may only be utilized to offset Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.
- 4.5 **Further Acts.** In addition to the acts recited in this Offset Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.
- 4.6 **Headings.** Headings used in this Offset Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Offset Agreement.
- 4.7 **Notice.** All notices given pursuant to this Offset Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**REGIONAL TRANSPORTATION COMMISSION,  
Engineering Department**  
Attn: Jeff Wilbrecht, P.E.  
1105 Terminal Way, Suite 108  
Reno, Nevada 89502  
Telephone: (775) 335-1872

**THE CITY OF RENO  
Community Development**  
Attn: Michael Mischel, P.E.  
1 E. First St.

Reno, NV 89501  
Telephone: 775-326-6607

**Developer of Record**  
Dandini Spectrum Holdings LLC  
Attn: Joe Pelham  
7979 E. Tufts Ave, Suite 1125  
Denver, CO 80237  
Telephone: (775) 219-0297

The persons and address to whom notices are to be given may be changed anytime by any party upon written notice to the other party. All notices given pursuant to this Offset Agreement shall be deemed given upon receipt.

- 4.8 **Receipt Defined.** For the purposes of this Offset Agreement, the term “receipt” shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.
- 4.9 **Due Authorization.** The parties agree that they have the legal authority to enter into this Offset Agreement and the undersigned officer, representative or employee represents that he or she has the authority to execute this agreement on the behalf of the party represented.
- 4.10 **Indemnification.** Developer of Record shall indemnify, defend and hold harmless the RTC and the Participating Local Government, their offices, officials, employees and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, action, attorneys, fees, or expenses of any kind (“claims”) that arise out of, or are in way related, in whole or in part to the negligence or misconduct, or acts or omissions, of the Developer of Record, its officers, agents, employees, members, volunteers, contractors and anyone else for whom it is legally liable, while performing or failing to perform Developer of Record’s duties under this Offset Agreement. Said indemnification excludes any claims to the extent caused by the negligence or willful misconduct of the RTC and /or the Participating Local Government. The Developer of Record’s obligations set forth in this Section shall expire and terminate as to any claims based on, related to, arising from or in connection with the Offered Improvements’ failure to comply with the Standard Specifications on the date of expiration of the applicable warranty period provided in Section 2.2.5 above.
- 4.11 **Termination of Offset Agreement.** This Offset Agreement may be unilaterally terminated by the RTC RRIF Administrator if twelve (12) consecutive months elapse without reasonable progress being made on the Offered Improvements. In the event of any such termination, Interim RRIF Waivers must be immediately surrendered or repaid in accordance with Section 3.5.

4.12 **Future Development Approvals.** The Participating Local Government agrees that future development approvals for the Development of Record shall not be denied on the basis of the policy level of service being exceeded on the Offered Improvements.



In Witness Whereof, the parties have executed this Offset Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**REGIONAL TRANSPORTATION COMMISSION  
A Special Purpose Unit of Government**

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

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bill Thomas, the Executive Director of the Regional Transportation Commission.

\_\_\_\_\_  
Notary Public

**CITY OF RENO  
A Municipal Corporation**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Hillary Schieve, Mayor

By: \_\_\_\_\_  
City Attorney

STATE OF NEVADA    )  
                                  ) ss  
COUNTY OF WASHOE )

The above-instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Hillary Schieve, Mayor of the City of Reno, Nevada.

Attest by City/County Clerk: \_\_\_\_\_  
City Clerk

**DEVELOPER OF RECORD**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The above-instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**(Section X of the Regional Road Impact  
Fees General Administrative Manual, 6th Edition)**

**X. IMPACT FEE OFFSETS REQUESTED AFTER THE 5<sup>th</sup> EDITION RRIF GAM/CIP (3/2/2015) UPDATE**

**A. General**

**1. RRIF Waivers.**

- a. RRIF Waivers are Offset-Eligible Costs equal to or less than impact fees owed for all or a portion of the land uses within a Development of Record.
  - b. When RRIF Waivers are approved, impact fees assessed by the Participating Local Government, will be “waived” until the fees waived within the Development of Record cumulatively equal the amount of Offset-Eligible Costs approved, as indicated in the RTC’s Notice of RRIF Waiver.
  - c. In the event the land uses within the Development of Record are modified greater than 10% of the land uses as identified in the Offset Agreement, RRIF Waivers will be re-evaluated at the then-current RRIF rate. Determination of a RRIF Waiver modification will be based on a comparison of the impact fees owed for the modified land uses, including any completed portions of the development, and the impact fees owed as identified in the Offset Agreement. The Local RRIF Administrator will notify the RTC RRIF Administrator of the Development of Record modification. The RTC RRIF Administrator will issue a new Notice of RRIF Waiver with the remaining value of RRIF Waivers expressed in dollars. All remaining RRIF Waivers shall be utilized at the then-current RRIF rate as of the date of issuance of the Building Permit for each unit of development. See Exhibit I.
2. Participating Local Governments may waive impact fees otherwise owed at the time of issuance of a building permit or issuance of the Certificate of Occupancy, as the case may be, if the RTC RRIF Administrator has issued a Notice of RRIF Waiver for the Development of Record within which the building permit is sought.
  3. Applications for a RRIF Waiver for the dedication or construction of Offered Improvements must be made to the RTC RRIF Administrator on a form provided by the RTC for such purposes.
  4. The RTC RRIF Administrator and the RTC General Counsel are the sole officials authorized to communicate, on behalf of the RTC Board, with a person submitting an application for RRIF Waivers. Representations and communications by other officials, unless expressly authorized by the RTC RRIF Administrator, may not be relied upon for purposes of the regional road impact fee obligations, offered Offset-Eligible

Improvements, or the terms of a proposed Offset Agreement. The Offset Agreement shall supersede all prior written and oral communications, regardless of source.

Any offer to dedicate or construct Offset-Eligible Improvements, pursuant to this section of the Manual and Offset Agreement, may be withdrawn at any time prior to the transfer of legal title.

B. Offset Agreement

1. With respect to improvements commenced on or before November 1, 2018, Offset Agreements must be approved prior to the start of work on any Offset-Eligible Improvement and prior to the issuance of any building permit for which RRIF Waivers are requested. With respect to improvements commenced after November 1, 2018, Offset Agreements must be approved prior to the earliest to occur of: (i) twelve (12) months from commencement of construction of the improvement, (ii) completion of work on any Offset-Eligible Improvement, and (iii) utilization of RRIF Waivers earned as a result of construction of any Offset-Eligible Improvement.
2. The RTC RRIF Administrator will issue a Notice of RRIF Waiver per the terms of a fully executed, final Offset Agreement accepting Offset-Eligible Improvements offered by the Developer of Record.
3. An Interim Notice of RRIF Waiver may be issued during phases of construction or dedication of land that provide reasonable assurance that over-crediting shall not occur
4. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim Waivers.

C. Procedure

1. Upon receipt of a complete Offset application, the RTC RRIF Administrator will distribute the application materials to the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator for each Participating Local Government in which the offered Offset-Eligible Improvement is located (the "affected Participating Local Government").
2. The RTC RRIF Administrator will coordinate with the RRIF Administrator for each affected Participating Local Government to insure all comments are received and given consideration prior to final action by the RTC Board of a proposed Offset Agreement.
3. After review by the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator of the affected Participating Local

Governments, the RTC RRIF Administrator will prepare a staff report and Offset Agreement for consideration by the RTC Board and the Governing Bodies of each Participating Local Government in which the proposed improvements are located.

- a. The RTC RRIF Administrator's report and Offset Agreement will establish which improvements offered by the Developer of Record qualify as Offset-Eligible Costs and the appropriate dollar amount and approved land use designations of any resulting RRIF Waivers, according to the provisions of this Manual.
  - b. Approved Offsets may not exceed the actual Offset-Eligible Costs, as described in Section X.F, below.
  - c. RRIF Waivers shall be expressed in dollars and by the amounts of Regional Road Impact Fees to be waived in terms of land uses using the Impact Fee Schedule, in effect as of the date of approval for the Offset Agreement.
  - d. If the RTC RRIF Administrator determines that cost estimates submitted by the Developer of Record are either unreliable or inaccurate, the final determination of the amount of the RRIF Waiver shall be made by the RTC RRIF Administrator based upon  
  
reasonable engineering criteria, construction costs estimates, property appraisals, or other professionally-accepted means of determining the value of the Offered Improvements.
4. Based on the report of the RTC RRIF Administrator, the provisions of this Manual, the Capital Improvements Plan, available funds for RTC projects, and other relevant factors, the RTC Board and the Governing Bodies of the affected Participating Local Governments will make a final decision whether to accept, reject, or to propose amendments to the Offset Agreement proposed by the Developer of Record, in exchange for RRIF Waivers
  5. Once a final decision has been made by the RTC Board and the Governing Bodies of the affected Participating Local Governments, the RTC RRIF Administrator will send by registered mail a copy or copies of the approved Offset Agreement for the final consent and signature of the Developer of Record. The final Agreement will be deemed to have been received by the Developer of Record three (3) days after mailing by the RTC RRIF Administrator.
  6. The Developer of Record must sign, date, and return the approved Offset Agreement indicating his or her consent to the terms therein within thirty (30) days of receiving the approved Offset Agreement from the RTC RRIF Administrator. If the RTC RRIF Administrator does not

receive the signed agreement within thirty days, the application for Offsets and offered improvements will be deemed withdrawn.

7. Unless an executed Offset Agreement expressly provides otherwise, i.e. as for provisions for Interim RRIF Waivers, no RRIF Waivers will be made until all Offset-Eligible Improvements have been completed and, if applicable, dedicated to the RTC or Participating Local Government as provided in the Offset Agreement.
8. Land dedications accepted as an Offset-Eligible Improvement must be accompanied by the following documentation prior to issuance of a Notice of RRIF Waiver being issued, as provided below:
  - a. The delivery to the appropriate governmental body of an irrevocable offer of dedication, with sufficient funds to pay all costs of transfer of title including recording.
  - b. The escrow of taxes for the current year or the payment of said taxes for the year.
  - c. The issuance of a title insurance policy subsequent to recording of the deed and escrow of taxes.
9. Unless expressly provided, or otherwise included in an executed Offset Agreement, it is the responsibility of the Developer of Record to submit sufficient documentation to the RTC RRIF Administrator to establish that the terms of the Offset Agreement have been met and that RRIF Waivers are to be made.
10. Once the RTC RRIF Administrator has made such a determination, he or she will issue a Notice of RRIF Waiver to the affected Participating Local Governments.

D. Application for RRIF Waivers

1. Generally.

- a. An offer to construct or dedicate Offset-Eligible Improvements may be made by submitting an Application for Impact Fee Offsets to the RTC RRIF Administrator. The application must contain the information and documentation required by this section of the Manual and sufficiently identify and describe the offered CIP improvements, which otherwise would have been built by the RTC with collected Regional Road Impact Fees.
- b. After review and recommendations are made by the RTC RRIF Administrator and the affected Participating Local Government RRIF Administrators, the RTC RRIF Administrator will forward a draft Offset Agreement, application, and staff report to the RTC Board and

the Governing Bodies of the Participating Local Governments for a final decision, in accordance with Section X.C, above.

2. Contents and required documentation of Offset Application. Each application for an Offset Agreement must contain the following:
  - a. The name of the Developer of Record offering to make Offset-Eligible Improvements and requesting RRIF Waivers, as provided in this Manual.
  - b. The contribution, payment, construction, or land dedication which will constitute the Offered Improvements and the legal description or other adequate description of the project or development, referred to and the Development of Record, to which the Offered Improvements are related.
  - c. The name, address, phone number, fax number, email address and a contact person of the Developer of Record for which Offsets are proposed.
  - d. The name, Local Government File Number, and three copies of the site plan of the Development of Record for which Offsets are proposed.
  - e. List of approved land uses and the estimated impact fees for those uses within the Development of Record for which RRIF Waivers are requested.
  - f. Name, address, phone number, fax number, email address and contact person of the Engineer of Record.
  - g. The proposed plans and specifications for the specific construction prepared and certified by a duly qualified engineer, registered and licensed in the State of Nevada.
  - h. When a Developer of Record offers to dedicate right-of-way contained in the RRIF CIP, he or she shall present:
    - (1) Preliminary Title Report.
    - (2) Copy of Dedication Map containing proposed dedication.
    - (3) Documentation sufficient to establish the applicant's opinion of value of property to be offered for dedication, as provided in Section X.F.2.c.(2).
  - i. Sufficient documentation to verify the actual costs of Offered Improvements, in accordance with Section (F)(2), below.

E. Offset Agreement Requirements.



1. No dedication or construction project may be accepted in exchange for RRIF Waiver except pursuant to an executed Offset Agreement between the RTC, the Participating Local Governments and the provider of the dedication or construction, which must include the following:
  - a. The projected costs for the proposed Offered Improvements, based on the valuation provisions of Section X.F.2, below, including provisions for verifying costs and facilitating changes in costs or plans.
  - b. The time by which the construction of the Offered Improvements shall be paid, completed, or dedicated and any provisions for extensions thereof.
  - c. The proposed amount in dollars and land uses of RRIF Waivers to be approved, based on the estimated costs of Offered Improvements.
  - d. The terms and conditions that must be met before the RTC RRIF Administrator will issue a Notice of RRIF Waiver to an affected Participating Local Government authorizing the waiver of Regional Road Impact Fees, in accordance with the provisions of this Manual.
  - e. The parties' acknowledgement that RRIF Waivers shall be limited for use for the payment of impact fees associated with the Development of Record listed in the Offset Agreement. RRIF Waivers shall not expire.
  - f. RRIF Waivers shall be assigned to offset the impact fees within the Development of Record pursuant to the Offset Agreement.
  - g. If the designated land uses for the Development of Record identified in the Offset Agreement change, the remaining waivers shall be re-assessed as outlined in the provisions in Section X.A.1.c
  - h. A provision requiring that all Offset-Eligible Improvements accepted will be in accordance with RTC requirements and standards.
  - i. Any labor, work safety, prevailing wage, or other applicable laws or regulations with which the Developer of Record must comply; and
  - j. such other terms and conditions agreed to by the parties.
2. Any changes to an Offset Agreement approved by the RTC Board, other than those addressed in Section X.F.2. below, will require an amendment to the Offset Agreement using the same procedure as its original adoption.

F. Calculation of Offsets.

1. Eligibility.

- a. RRIF Waivers may be approved only for Offset-Eligible Costs, as defined in this Manual, which are limited to the costs the RTC otherwise would have incurred for non-Site-Related Improvements in the CIP, also as defined in this Manual. Among the types of roadway improvements not considered Offset-eligible are site-related Improvements, local and/or private streets, improvements which are compensated for by a governmental body.
- b. RRIF Waivers may be given only pursuant to a valid Offset Agreement, executed according to the provisions of this Manual.
- c. All Offset-Eligible Costs are available for RRIF Waivers only if associated with Offset-Eligible Improvements that meet design standards approved by the RTC, but only to the extent such costs don't exceed the scope of the project as planned by the RTC in the CIP or as described in the applicable Offset Agreement.

2. Valuation.

- a. RRIF Waivers approved by the RTC, pursuant to the terms of an executed Offset Agreement, will be based on and may not exceed verified costs of the dedication or construction of Offset-Eligible Improvements offered by the Developer of Record and accepted by the RTC.
- b. The RTC will not approve RRIF Waivers in excess of the Regional Road Impact Fees owed for a Development of Record as of the date of the applicable Offset Agreement.
- c. If the actual verified costs are used, the RRIF Waiver shall be calculated as follows:
  - (1) Construction of Facilities and Provision of Equipment. The RRIF Waiver may not exceed the actual cost of construction or equipment, as evidenced by receipts and other sufficient documentation provided by the developer of the public facility and verified by the RTC RRIF Administrator. Actual costs shall be based on local information for similar improvements; may include the cost of construction, planning feasibility, alignment studies, plan-line studies, preliminary engineering, relevant geotechnical, environmental and cultural resource studies, permitting, the cost of all lands, property, rights, easements, and franchises acquired, construction financing charges, plans and specifications,

surveys, engineering and legal services, construction inspection and testing, and all other expenses necessary or incident to determining the feasibility or practicability of such construction.

(2) Dedication of Land.

(a) If the land in question is subject to a valid agreement, zoning approval or development approval, which established a valuation or prescribes a method of valuation, the agreement, zoning approval or development approval shall control.

(b) If the dedication is made pursuant to a condition of discretionary zoning or development approval, the value of the land shall be determined as of the date immediately preceding the discretionary development approval. The value shall be based upon the condition of the property and the regulatory zoning in place immediately prior to the discretionary approval

(c) Valuation shall be based on the fair market value of the land upon execution of the Offset Agreement by the Developer of Record or final approval of the proposed Offset Agreement by the RTC Board or Governing Bodies of the affected Participating Local Government, whichever is earlier.

- d. All changes in the estimate of Offset-Eligible Costs or to the approved plans and specifications (prior to or after execution of an Offset Agreement), shall require approval of the RTC RRIF Administrator. The applicant shall provide the RTC RRIF Administrator copies of all contracts or agreements made for design services, construction, or engineering during construction within fifteen (15) days after their execution.

**EXHIBIT "B"**  
**(Site Plan and Description of Development of Record)**  
**(Must include proposed units of development and land use categories)**



March 27, 2023

Dale Keller, PE  
RRIF Administrator  
Regional Transportation Commission of Washoe County  
1105 Terminal Way, Suite 108  
Reno, NV 89502

**RRIF Offset Agreement Request: Parr/Dandini/US 395 Signalization (Spectrum-Dandini Mixed Use)**

Dear Mr. Keller,

Dandini Spectrum Holdings LLC (Developer of Record) hereby formally requests a Regional Road Impact Fee (RRIF) Offset Agreement and RRIF Waivers for the installation of traffic signal systems at the Parr/Dandini/US 395 ramp terminal intersections within the City of Reno.

The need for signalization of the Parr/Dandini Interchange was identified in the *North Valleys Multimodal Transportation Study* as an existing regional need and reconfirmed in the *Traffic Impact Study for Spectrum-Dandini Mixed-Use Development, March 2, 2021* (the subject development traffic study). The traffic study is included as *Attachment A*.

NDOT conducted an Intersection Control Evaluation (ICE) for the Parr/Dandini/US 395 interchange in 2021 as part of the US 395 widening project design and concluded that traffic signals are the preferred alternative for intersection control to address existing and future capacity/operational deficiencies. The ICE study is included as *Attachment B*.

The Parr Boulevard Interchange Improvements project was listed in the 2022-2026 timeframe of the *2040 Regional Transportation Plan (RTP)*. The previously programmed Parr Interchange Improvements appear to have been subsequently wrapped into the US 395 Add SB Lane, Aux Lanes, NB & SB (N. McCarran to Golden Valley) project (2021-2025 timeframe) in the *2050 RTP* as the improvements are presumably anticipated to be constructed by NDOT within that larger project.

Absent the Development of Record moving forward prior to the US 395 project slated for construction in 2023, NDOT would construct the signalization improvements as part of the regional improvement program (2050 RTP). The signalization improvements are a well-documented and programmed regional capacity improvement eligible for an RRIF Offset Agreement either via the current overall US 395 project/former Parr Interchange Improvements or as spot intersection improvements per the 6<sup>th</sup> Edition RRIF General Administrative Manual (GAM). Parr Blvd and Dandini Blvd are classified as Regional Roads.

The subject development was entitled under the 6<sup>th</sup> Edition RRIF/GAM as City of Reno Special Use Permit LDC21-00040, approved April 8, 2021.

The **Capital Improvements** include:

- Installation of a traffic signal system at the Parr Blvd/US 395 SB ramps intersection
- Installation of a traffic signal system at the Dandini Blvd/US 395 NB ramps intersection
- Signal interconnect system (fiber optic)
- Minor curb, gutter, sidewalk, and pedestrian ramp improvements associated with creating ADA accessible landings and access to pedestrian push buttons
- Signing and striping upgrades
- Minor widening and construction of a westbound right-turn lane on Dandini Blvd at the northbound ramps

The project **Construction Plans and Specifications** have been submitted to NDOT for review and are included as *Attachment C*. Coordination with NDOT Headquarter and District staff has, and will continue to occur, to efficiently mesh the signal systems with the US 395 widening plans currently being designed by NDOT. The project will be constructed under an Occupancy Permit process through NDOT.

The **Developer of Record** is:

Dandini Spectrum Holdings LLC  
7979 E. Tufts Ave, Suite 1125  
Denver, CO 80237  
Phone: (775) 219-0297  
Email: joe@swinvest.com  
Contact: Joe Pelham

The **Development of Record** is:

Spectrum-Dandini Mixed-Use Development  
Local Government File Numbers:  
City of Reno SUP: LDC21-00040

The preliminary **Site Plan** for the Development of Record is included as *Attachment D*.

**Approved Land Uses** for the development and the **Associated Regional Road Impact Fees** based on the applicable impact fee schedule (6<sup>th</sup> Edition, December 1, 2020, included as *Attachment E*) are as follows:

Multifamily (Apartments) – 420 units @ \$3,358.92/unit = 1,410,746.40  
Lodging (Hotel) – 120 rooms @ \$1,119.64/room = \$134,356.80  
Eating/Drinking Places (Fast Food Restaurant) – 1.5 ksf @ \$7,532.12/1,000 sqft GFA = \$11,298.18  
Eating/Drinking Places (Sit Down Restaurant) – 3.3 ksf @ \$7,532.12/1,000 sqft GFA = \$24,856.00  
Day Care (Daycare) – 4.5 ksf @ \$4,307.82/1,000 sqft GFA = \$19,385.19



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**Total Anticipated Impact Fee = \$1,600,642.57**

The cost of the traffic signal installations is anticipated to be less than the impact fee amount. If the actual improvement cost ultimately exceeds the impact fee amount, the Waiver amount requested will be limited to the impact fee amount.

The **Engineer of Record** for this offset agreement is:

Headway Transportation, LLC  
5482 Longley Lane, Suite B  
Reno, NV 89511  
Phone: 775.322.4300  
Email: lchilson@headwaytransportation.com  
Contact: Loren Chilson, PE

**Qualifications of Inspection and Testing Firm**

Headway Transportation is a local expert in traffic signal design and inspection as has extensive experience inspecting traffic signal, signing, and striping improvements for RTC administered contracts. There are no special certifications required by the RTC for traffic signal inspection services at this time. Any public improvements requiring sampling, testing, or quality assurance activities will be provided through an ACI and/or NAQTC certified firm. Wood Rodgers is the civil engineer and inspector for all roadway elements.

Inspection Manager/Oversight: Rich Pettinari, PE, Wood Rodgers staff, and NDOT Permit Inspector  
Daily Inspector(s): Rich Pettinari, PE (traffic signal), Wood Rodgers staff, and NDOT Permit Inspector

**Preliminary Engineering Cost Estimate**

The project design has been submitted to NDOT. Signalization costs are consistent and can be reasonably estimated prior to finalization of the plans. The developer's general contractor will request bids from subcontractors when the plans are finalized. The preliminary project estimate is provided below, however, the actual construction bid result will supersede the Engineer's Estimate and all costs will be updated.

**Preliminary Cost Estimate - Parr/Dandini/US 395 Traffic Signal Improvements**

Item	Description	Estimated Cost	Final Cost
1	Engineering Fees	\$130,000.00	
2	Permit Fees	\$5,000.00	
3	Construction Contract	\$1,300,000.00	
4	Inspection/Testing	\$130,000.00	
5	Contingency	\$15,000.00	
<b>Total</b>		<b>\$1,580,000</b>	
<b>Waiver Amount Requested</b>		<b>\$1,580,000.00</b>	



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## Traffic Design Report & Project Eligibility

Justification/explanation of the capacity improvements, and verification that the improvements will provide operations within policy level of service for at least 10 years, is provided in the *Traffic Impact Study for Spectrum-Dandini Mixed-Use Development, March 2, 2021, Headway Transportation*.

## Project Specifications

All work will be required to comply with the Standard Specifications for Public Works Construction (Orange Book) current edition, consistent with RTC requirements for Public Works projects. The plans specifically require compliance with the City of Reno and NDOT standard details.

Additionally, NDOT will review the plans and specifications during the permitting process.

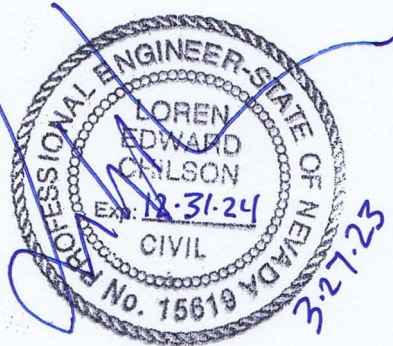
## Construction Schedule

The signal improvements are anticipated to be constructed in early/mid 2024.

Please do not hesitate to contact us with any questions or requests for additional information. We recognize that full project plans, specifications, and updates to information contained in this application will be necessary to prior to execution of the final RRIF Offset Agreement. Please confirm receipt of this request, agreement of eligibility, and provide any direction for next steps. Thank you in advance for your consideration and cooperation in this multi-agency effort to deliver a much needed improvement.

Sincerely,  
HEADWAY TRANSPORTATION, LLC

Loren Chilson, PE  
Principal  
Engineer of Record on behalf of Dandini Spectrum Holdings LLC



## Attachments:

- ~~A - Traffic Study~~
- ~~B - ICE Study~~
- ~~C - Plans and Specifications~~
- D - Site Plan
- ~~E - Impact Fee Schedule~~





# Study Intersections

- ① Parr Blvd & US395 SB Ramps
- ② Parr Blvd & US395 NB Ramps
- ③ Spectrum Blvd & Dandini Blvd
- ④ Spectrum Blvd & Dwy D
- ⑤ Spectrum Blvd & Dwy C
- ⑥ Spectrum Blvd & Dwy B
- ⑦ Spectrum Blvd & Dwy A

Project Site



Spectrum-Dan

Figure 1

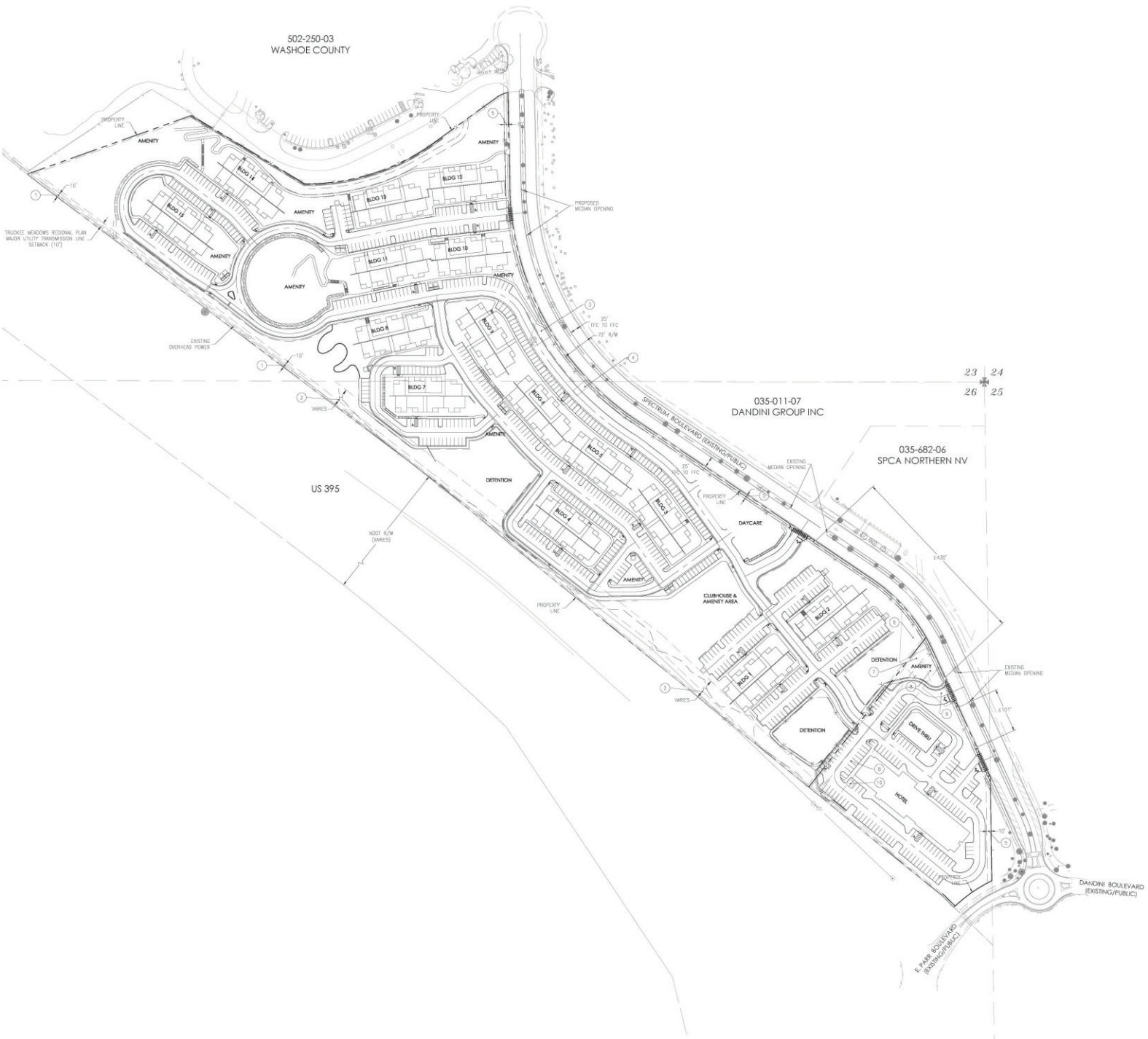


Figure 2

Spectrum-Dan



# TRAFFIC IMPACT STUDY

FOR

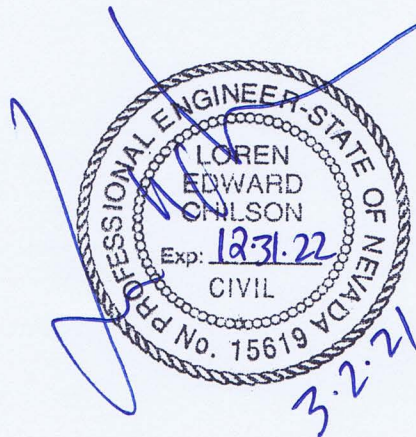
## SPECTRUM-DANDINI MIXED-USE DEVELOPMENT

March 2, 2021

PREPARED FOR:

Southwestern Property Group

PREPARED BY:



**EXHIBIT "C"**  
**(Offered Improvements Application/Submittals)**

**GENERAL NOTES**

- THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PROCEDURES AND GUIDELINES, AND ARE IN SUBSTANTIAL COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES OR STANDARDS. IN THE EVENT OF CONFLICT BETWEEN ANY PORTION OF THESE PLANS AND STANDARDS, THE STANDARDS SHALL APPLY AND THE ENGINEER SHALL BE CONTACTED IMMEDIATELY.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION AND SHORING PROCEDURES AND CONFORM TO THE LATEST O.S.H.A. REQUIREMENTS.
- THE CONTRACTOR SHALL MAINTAIN AN ON-GOING DUST CONTROL PROGRAM, INCLUDING WATERING OF OPEN AREAS, IN ORDER TO CONFORM WITH THE LATEST STATE AND COUNTY AIR POLLUTION REGULATIONS. THE CONTRACTOR SHALL HAVE A DUST CONTROL PLAN APPROVED BY THE WASHOE COUNTY DISTRICT HEALTH DEPARTMENT AIR POLLUTION CONTROL DIVISION PRIOR TO COMMENCEMENT OF ANY WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAILY REMOVAL OF ALL CONSTRUCTION MATERIALS SPILLED ON PAVED STREETS.
- THE CONTRACTOR SHALL PURSUE THE WORK IN A CONTINUOUS AND DILIGENT MANNER, CONFORMING TO ALL THE PERTINENT SAFETY REGULATIONS, TO INSURE A TIMELY COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL NOTIFY ALL ENTITIES INVOLVED (PUBLIC AND PRIVATE) 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
- ALL AREAS DISTURBED AND LEFT UNDEVELOPED FOR A PERIOD OF MORE THAN 14 DAYS SHALL BE STABILIZED BY THE APPLICATION OF AN APPROVED DUST PALLIATIVE AT THE COST OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND/OR COORDINATE WITH THE OWNER AND PAY FOR ALL NECESSARY PERMITS AND FEES REQUIRED FOR CONSTRUCTION. CONTRACTOR TO PROVIDE ALL NECESSARY TRAFFIC CONTROL, MAINTAIN ACCESS TO ALL PARCELS, PROVIDE ALL TEMPORARY AND/OR PERMANENT PATCHING AS REQUIRED BY THE LOCAL ORDINANCES AND POLICY STANDARDS.
- ALL EXISTING UTILITY LOCATIONS, SIZES, AND DESCRIPTIONS AS SHOWN ON THESE DRAWINGS ARE FROM SURFACE OBSERVATIONS USED IN CONJUNCTION WITH AVAILABLE RECORDS, REFERENCE MAPS, DRAWINGS, AND VERBAL STATEMENTS SUPPLIED BY UTILITY COMPANIES, AND MAY NOT BE WHOLLY ACCURATE OR RELIABLE. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WHICH MAY BE AFFECTED BY THE WORK TO OBTAIN ASSISTANCE IN THE LOCATION OF EXISTING MAINS AND SERVICE CONNECTIONS. THE CONTRACTOR SHALL ALSO CALL U.S.A. (1-800-642-2444) PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION SIGNING, BARRICADES AND TRAFFIC DELINEATION TO CONFORM TO THE STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION, "NEVADA WORK ZONE TRAFFIC CONTROL MANUAL".
- THE WORK IN THIS CONTRACT INCLUDES ALL ONSITE AND OFFSITE WORK SHOWN ON THESE DRAWINGS, DESCRIBED IN THE SPECIFICATIONS, OR REASONABLY IMPLIED.
- SHOULD ANY PREHISTORIC OR HISTORIC REMAINS/ARTIFACTS BE DISCOVERED DURING SITE DEVELOPMENT, WORK SHALL TEMPORARILY BE HALTED AT THE SPECIFIC SITE AND THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF HISTORIC PRESERVATION AND ARCHEOLOGY, SHALL BE NOTIFIED TO RECORD AND PHOTOGRAPH THE SITE. THE PERIOD OF TEMPORARY DELAY SHALL BE LIMITED TO A MAXIMUM OF TWO WORKING DAYS FROM THE DATE OF NOTIFICATION.
- ALL DIMENSIONS AND DISTANCES ARE TO BACK OF CURB, CURB RETURN, FACE OF BUILDING, FACE OF WALL, FLOW LINE, PROPERTY LINE, CENTER OF STRIPING, CENTER LINE OF PIPE, OR END OF IMPROVEMENTS UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL, AT ALL TIMES DURING CONSTRUCTION, PROTECT FROM DAMAGE EXISTING IMPROVEMENTS ON AND AROUND THE SITE, INCLUDING, BUT NOT LIMITED TO, PAVEMENT, CURB & GUTTER, SIDEWALK, LANDSCAPING, SIGNAGE, STORM & SANITARY SEWERS, AND ALL UTILITIES. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE REPAIR OF ANY IMPROVEMENTS (EXISTING OR PROPOSED) DAMAGED THROUGHOUT THE COURSE OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES EMERGENCY ACCESS TO THE PROJECT SITE TO THE SATISFACTION OF THE CITY OF RENO FIRE DEPARTMENT.
- THE CONTRACTOR SHALL, UPON COMPLETION OF THE PROJECT, PREPARE AND SUBMIT TO THE OWNER RECORD DRAWINGS INDICATING BY DIMENSION AND DESCRIPTION ANY FACILITY CONSTRUCTED CONTRARY TO THAT SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL SUPPLY SUBMITTALS FOR ALL MATERIALS TO BE USED ON THE PROJECT TO THE DESIGN ENGINEER AND THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO THEIR MANUFACTURE R USE. SUBMITTALS MAY INCLUDE SHOP DRAWINGS, MATERIAL CERTIFICATIONS, SAMPLES, MIX DESIGNS OR OTHER INFORMATION THE ENGINEER REQUIRES TO DETERMINE CONFORMANCE WITH PROJECT PLANS AND SPECIFICATIONS.
- ALL QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND USED FOR PERMIT AND BOND PURPOSES ONLY. THEY SHALL NOT BE USED IN ANY WAY FOR BIDDING OR CONSTRUCTION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONDUCT QUANTITY TAKE-OFFS FOR BIDDING AND CONSTRUCTION PURPOSES.

**GENERAL NOTES (CONTINUED)**

- INSPECTION REQUIREMENTS SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL REVIEW THE STORM WATER POLLUTION PREVENTION PLANS (SWPPP) AND CONSTRUCT ALL REQUIRED ITEMS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY. CONTRACTOR TO COORDINATE WITH OWNER/DEVELOPER FOR THE MAINTENANCE AND UPDATING OF REQUIREMENTS PER THE SWPPP.
- THE CONTRACTOR SHALL ELIMINATE ALL MOSQUITO BREEDING PLACES WITHIN THE GRADED AREAS.
- SHOULD AN OBVIOUS PROBLEM BE OBSERVED, THE ENGINEER OF RECORD SHALL BE INFORMED IMMEDIATELY, AND THE ENGINEER OF RECORD SHALL REQUIRE CORRECTIVE ACTION.
- NO CONSTRUCTION EQUIPMENT SHALL BE PARKED OR MATERIAL STORED ON CONCRETE OR ASPHALT SURFACES TO BE MAINTAINED BY THE CITY OF RENO OR NDOT.

**GRADING NOTES:**

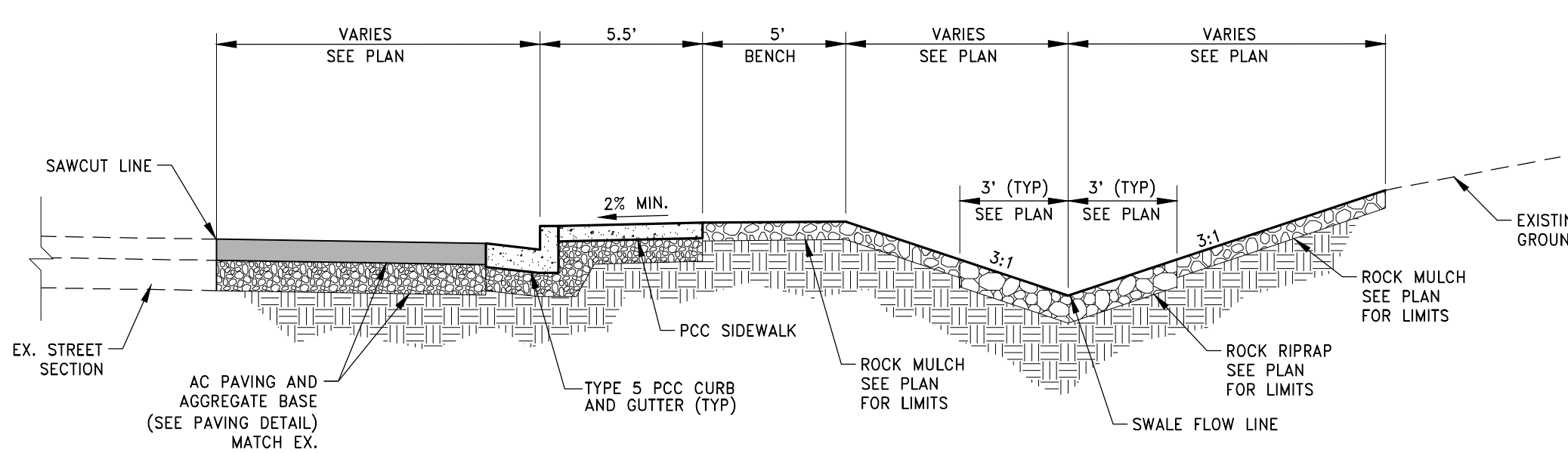
- ADD 4900 TO ALL FINISHED GRADE ELEVATIONS.
- FINISH GRADE REPRESENTS THE ELEVATION OF THE FINISHED SURFACE. IF TOP SOIL IS TO BE PLACED, THE CONTRACTOR SHALL ADJUST THE GRADE SHOWN.
- CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING AROUND EXISTING UTILITIES AND EXISTING ROADS.
- CONTRACTOR SHALL HAVE APPROVED DUST CONTROL, GRADING PERMITS AND STORM WATER POLLUTION PREVENTION PLAN PRIOR TO STARTING CONSTRUCTION.
- CONTRACTOR SHALL USE EXTREME CARE IN WORKING IN AREAS OUTSIDE THE PROJECT LIMITS SO AS TO MINIMIZE DISTURBANCE OF EXISTING VEGETATION.
- CONTRACTOR SHALL COMPLY WITH THE APPROVED STORM WATER DISCHARGE PERMIT BY NEVADA STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND COMPLY WITH THE SWPPP.
- CONTRACTOR SHALL PROVIDE THE NECESSARY CONSTRUCTION DE-WATERING TO PROPERLY CONSTRUCT THE IMPROVEMENTS.

**LEGEND**

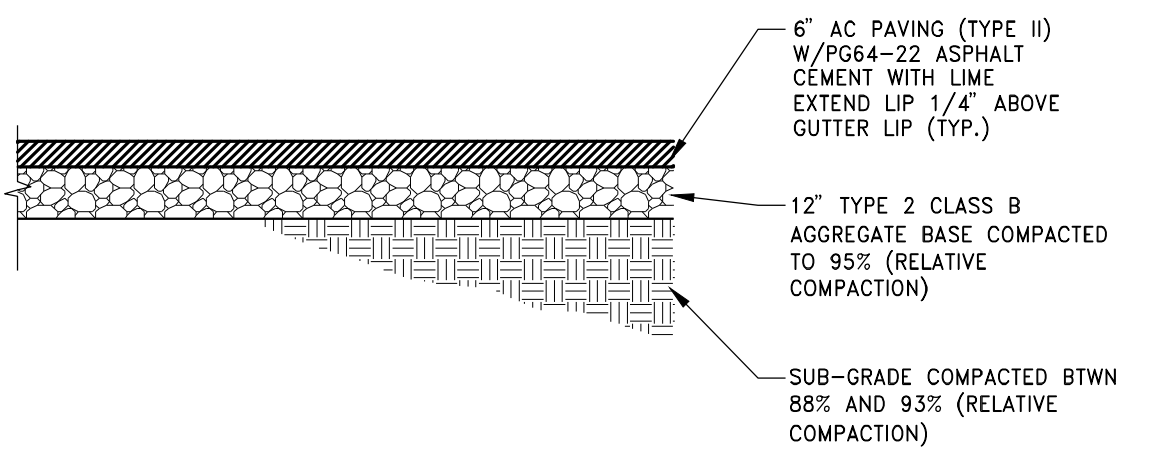
EXISTING	PROPOSED	DESCRIPTION
		DRAIN MANHOLE SEWER MANHOLE
		DRAIN LINE AND SIZE
		CATCH BASIN
		SEWER LINE AND SIZE
		CLEAN OUT
		SEWER SERVICE
		WATER LINE AND SIZE
		DUCTILE IRON WATER LINE AND SIZE
		RECLAIMED WATER LINE AND SIZE
		WATER LINE REDUCER
		WATER SERVICE
		RECLAIMED WATER IRRIGATION SERVICE
		WATER GATE VALVE
		FIRE HYDRANT
		AIR RELEASE VALVE
		FLUSH VALVE ASSEMBLY
		GAS, TELEPHONE OR ELECTRIC
		STREET LIGHT
		30" R1 SIGN (STOP)
		TRAFFIC SIGN AS NOTED
		CHAIN LINK FENCE
		CHAIN LINK GATE
		DRIVEWAY
		SIDEWALK RAMP
		PROPERTY LINE
		MONUMENT
		TREE TO BE REMOVED/RELOCATED
		SPOT ELEVATION
		WALL HEIGHTS TG=FG ON RETAINED SIDE OF WALL BG=FG ON EXPOSED FACE SIDE OF WALL

**ABBREVIATIONS**

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE PAVEMENT
AVRV	AIR VACUUM RELIEF VALVE
BC	BEGIN CURVE
BM	BENCH MARK
BVC	BEGIN VERTICAL CURVE
BOW	BACK OF WALK
BG	BOTTOM GRADE
CB	CATCH BASIN
CL	CENTER LINE
CONST	CONSTRUCT
CR	CURB RETURN
CT	COURT
DIP	DUCTILE IRON PIPE
SDMH	STORM DRAIN MANHOLE
DR	DRIVE
E	EAST
EC	END CURVE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EX	EXISTING
EXIST	EXISTING
EVC	END OF VERTICAL CURVE
FES	FLARED END SECTION
FG	FINISH GRADE ELEVATION
FH	FIRE HYDRANT
FL	FLOW LINE
FLG	FLANGE
FM	FORCE MAIN
FVA	FLUSH VALVE ASSEMBLY
GR	GRATE
GB	GRADE BREAK
GV	GATE VALVE
HP	HIGH POINT
HDPE	HIGH DENSITY POLYETHYLENE
INV	INVERT
JP	JOINT POLE
L	LEFT
LF	LINEAR FEET
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MON	MONUMENT
N	NORTH
PC	POINT OF COMPOUND CURVE
PCC	PORTLAND CEMENT CONCRETE
PI	POINT OF INTERSECTION
PIVC	POINT OF INTERSECTION VERTICAL CURVE
PL	PROPERTY LINE
PP	POWER POLE
R, R=	RADIUS
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
PRC	POINT OF REVERSE CURVATURE
PVC	POINT OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENT
RCW	RECLAIMED WATER
R	RIGHT
RW	RIGHT OF WAY
S	SOUTH
SDMH	STORM DRAIN MANHOLE
SE	SANITARY SEWER EASEMENT
SHT	SHEET
STA	STATION
SS	SANITARY SEWER SERVICE
SSMH	SANITARY SEWER MANHOLE
SW	SIDEWALK
T	TANGENT
TBC,TC	TOP BACK OF CURB
TYP	TYPICAL
TP	TELEPHONE POLE
TG	TOP GRADE
W	WEST
WM	WATER MAIN



**A**  
**C-1**  
TYPICAL SECTION  
NOT TO SCALE



**1**  
**C-1**  
TYPICAL AC PAVING SECTION  
N.T.S.

**U.S. 395/PARR BOULEVARD INTERCHANGE**

**CIVIL NOTES**

CITY OF RENO

PROJECT NO. 3873005

DRAWING C-1

SHT 1 OF 7

DATE: MARCH, 2023

SCALE: N/A

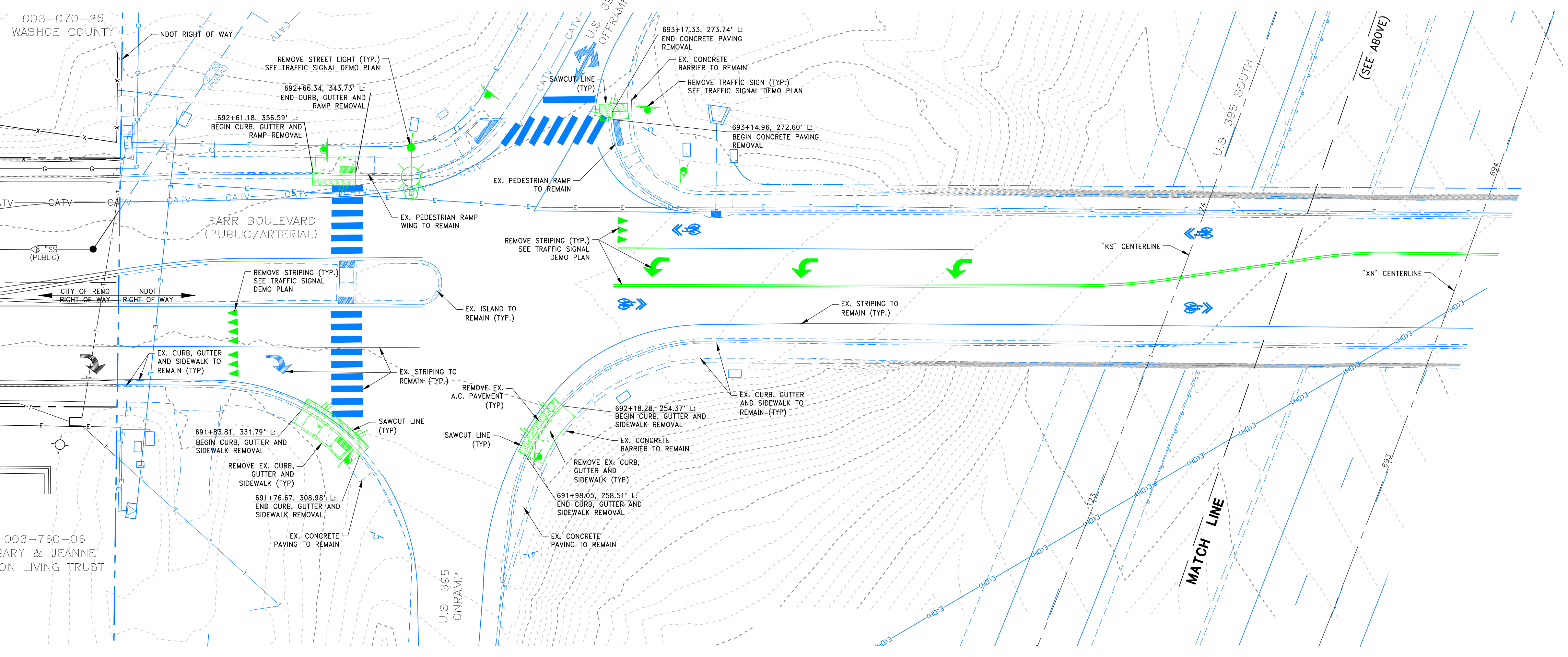
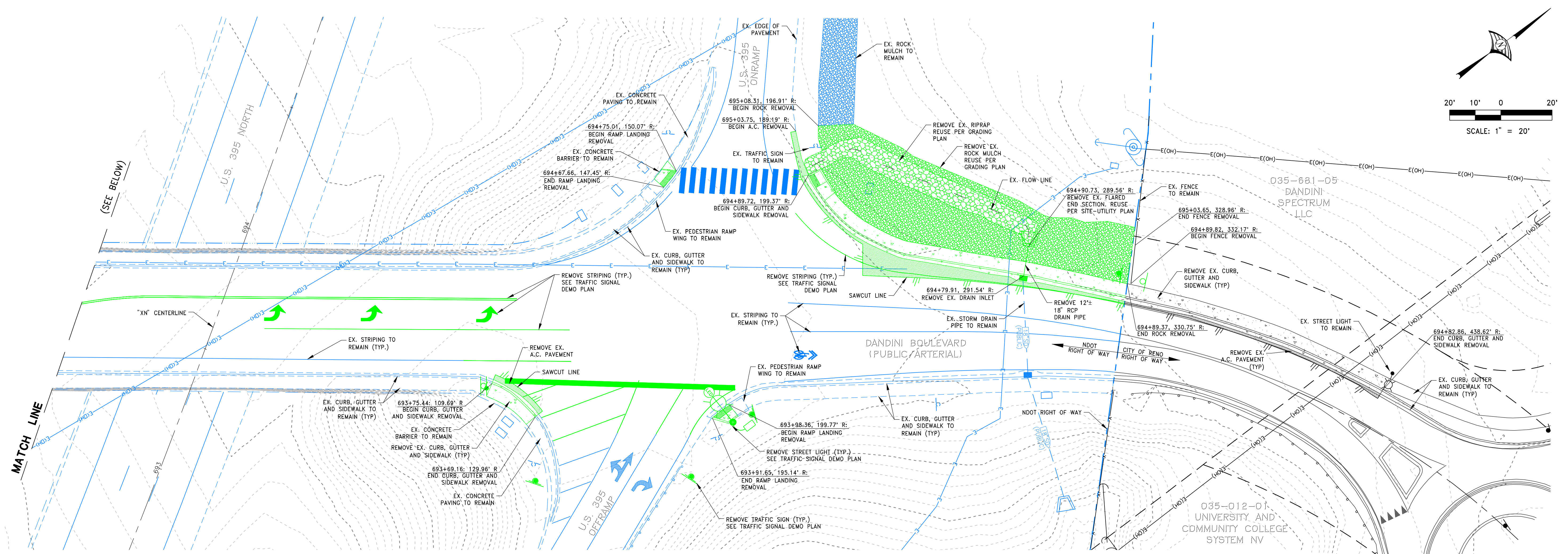
DRAWN BY: LCS

DESIGNED BY: MWO

CHECKED BY: MWO

WOOD RODGERS ENGINEERS & ARCHITECTS  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
1981 Corporate Boulevard  
Reno, NV 89502  
Tel 775.823.4068  
Fax 775.823.4066

MEGAN W. OVERTON  
Professional Engineer  
Exp. 12/31/2023  
Civil  
No. 18659  
03/02/23



**LEGEND:**

- REMOVE EXISTING CONCRETE
- REMOVE EXISTING ASPHALT
- REMOVE EXISTING ROCK MULCH AND STOCKPILE FOR REUSE
- REMOVE EXISTING ROCK RIPRAP AND STOCKPILE FOR REUSE
- SAWCUT LINE
- SWALE FLOW LINE

**NOTES:**

1. ALL DIMENSIONS AND DISTANCES ARE TO EDGE OF PAVEMENT, BACK OF CURB, CURB RETURN, FACE OF WALL, FLOW LINE, PROPERTY LINE, CENTER OF STRIPING, CENTERLINE OF PIPE, CENTER OF DRAIN INLET, OR END OF IMPROVEMENTS.
2. ALL STREETS ARE PUBLIC.
3. SHOULD ANY PREHISTORIC OR HISTORIC REMAINS/ARTIFACTS BE DISCOVERED DURING SITE GRADING, WORK SHALL TEMPORARILY BE HALTED AT THE SPECIFIC SITE AND THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF HISTORIC PRESERVATION AND ARCHAEOLOGY, SHALL BE NOTIFIED TO RECORD AND PHOTOGRAPH THE SITE. THE PERIOD OF TEMPORARY DELAY SHALL BE LIMITED TO A MAXIMUM OF TWO (2) WORKING DAYS FROM THE DATE OF NOTIFICATION.
4. CONTRACTOR SHALL REPAIR ALL DAMAGE TO EXISTING STRIPING NOT IDENTIFIED FOR REMOVAL.
5. EXISTING UTILITY TIE-IN INFORMATION HAS BEEN OBTAINED FROM BOTH RECORD DRAWINGS AND FIELD SURVEY WHERE EXISTING IMPROVEMENTS COULD BE LOCATED. CONTRACTOR TO VERIFY ACCURACY OF INFORMATION PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER OF ANY DISCREPANCIES FOUND BEFORE COMMENCING WORK.
6. ALL TOP OF CURB STATION AND OFFSET INFORMATION IS RELATIVE TO BACK FACE OF CURB.
7. CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING AROUND EXISTING UTILITIES AND EXISTING ROADS.
8. CONTRACTOR SHALL USE EXTREME CARE IN WORKING IN AREAS OUTSIDE THE PROJECT LIMITS SO AS TO MINIMIZE DISTURBANCE OF EXISTING VEGETATION.

ALL IMPROVEMENTS CONSTRUCTED WITHIN NDOT RIGHT OF WAY TO BE PER NDOT STANDARDS AND SPECIFICATIONS.

NO.	DESCRIPTION	ENGR. INIT.	DATE

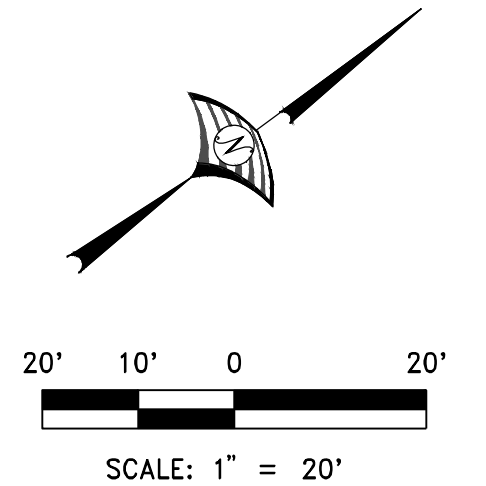
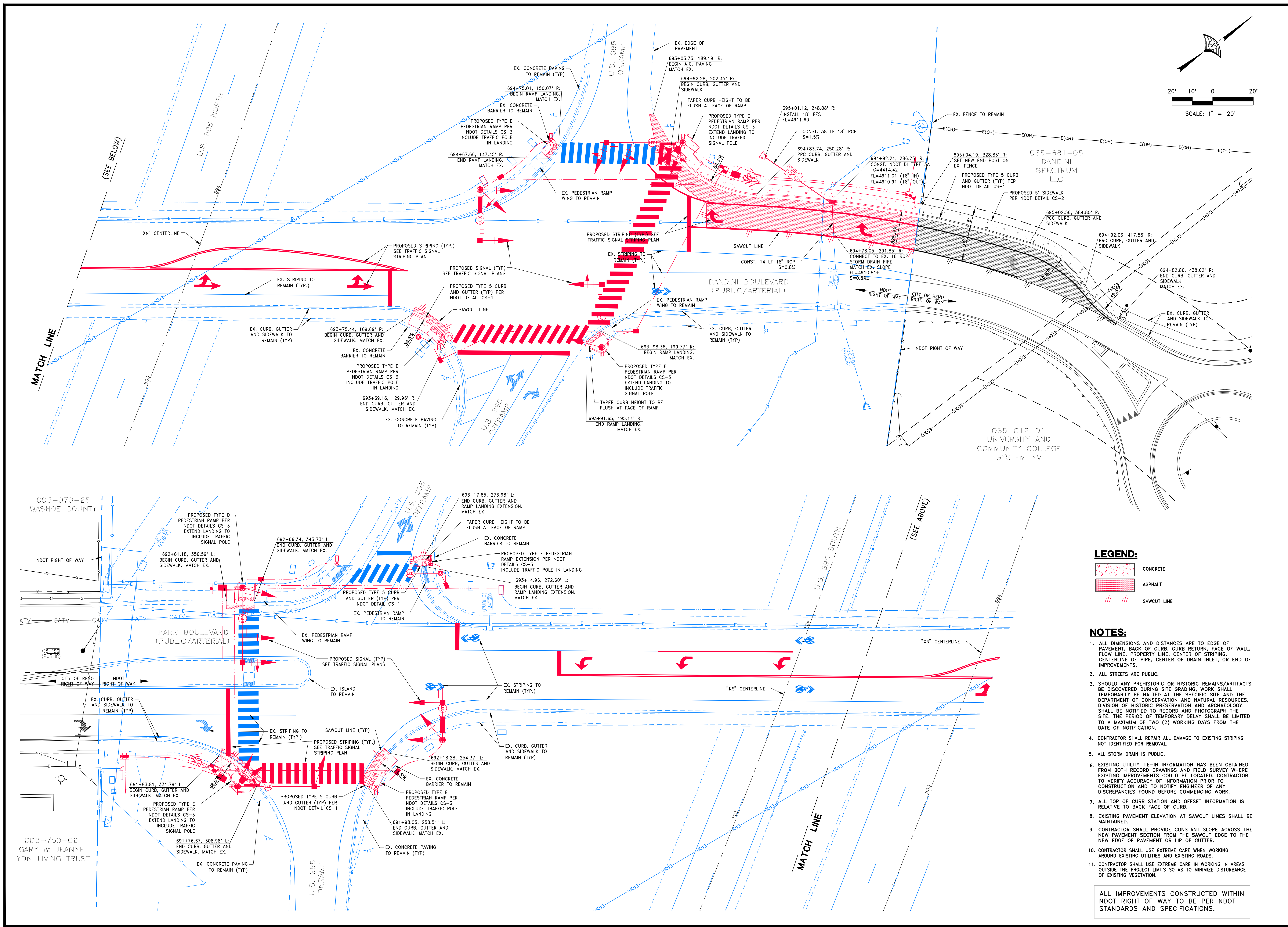
**WOOD RODGERS**  
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
 1381 Corporate Boulevard  
 Reno, NV 89502  
 Tel 775.823.4068  
 Fax 775.823.4068

**MEGAN W. OVERTON**  
 ENGINEER  
 Exp. 12/31/2023  
 No. 18669  
 03/02/23

DATE: MARCH, 2023	SCALE: 1" = 20'	DRAWN BY: LCS	DESIGNED BY: MWO	CHECKED BY: MWO
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NEVADA  
 IMPROVEMENT PLANS FOR  
**U.S. 395/PARR BOULEVARD INTERCHANGE**  
 CIVIL DEMOLITION PLAN  
 CITY OF RENO  
 PROJECT NO. 3873005  
 DRAWING C-2  
 SHT 2 OF 7

J:\Vabs\3873\_Dandini\_Parr\_Property\Domini\_MFR\_Southwestern\_Prop\_0A\Civil\Draw\Par Office\Info\3873\_05\_03\2023\11:04 AM Megan Overton



**LEGEND:**

- CONCRETE
- ASPHALT
- SAWCUT LINE

**NOTES:**

1. ALL DIMENSIONS AND DISTANCES ARE TO EDGE OF PAVEMENT, BACK OF CURB, CURB RETURN, FACE OF WALL, FLOW LINE, PROPERTY LINE, CENTER OF STRIPING, CENTERLINE OF PIPE, CENTER OF DRAIN INLET, OR END OF IMPROVEMENTS.
2. ALL STREETS ARE PUBLIC.
3. SHOULD ANY PREHISTORIC OR HISTORIC REMAINS/ARTIFACTS BE DISCOVERED DURING SITE GRADING, WORK SHALL TEMPORARILY BE HALTED AT THE SPECIFIC SITE AND THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF HISTORIC PRESERVATION AND ARCHAEOLOGY, SHALL BE NOTIFIED TO RECORD AND PHOTOGRAPH THE SITE. THE PERIOD OF TEMPORARY DELAY SHALL BE LIMITED TO A MAXIMUM OF TWO (2) WORKING DAYS FROM THE DATE OF NOTIFICATION.
4. CONTRACTOR SHALL REPAIR ALL DAMAGE TO EXISTING STRIPING NOT IDENTIFIED FOR REMOVAL.
5. ALL STORM DRAIN IS PUBLIC.
6. EXISTING UTILITY TIE-IN INFORMATION HAS BEEN OBTAINED FROM BOTH RECORD DRAWINGS AND FIELD SURVEY WHERE EXISTING IMPROVEMENTS COULD BE LOCATED. CONTRACTOR TO VERIFY ACCURACY OF INFORMATION PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER OF ANY DISCREPANCIES FOUND BEFORE COMMENCING WORK.
7. ALL TOP OF CURB STATION AND OFFSET INFORMATION IS RELATIVE TO BACK FACE OF CURB.
8. EXISTING PAVEMENT ELEVATION AT SAWCUT LINES SHALL BE MAINTAINED.
9. CONTRACTOR SHALL PROVIDE CONSTANT SLOPE ACROSS THE NEW PAVEMENT SECTION FROM THE SAWCUT EDGE TO THE NEW EDGE OF PAVEMENT OR LIP OF GUTTER.
10. CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING AROUND EXISTING UTILITIES AND EXISTING ROADS.
11. CONTRACTOR SHALL USE EXTREME CARE IN WORKING IN AREAS OUTSIDE THE PROJECT LIMITS SO AS TO MINIMIZE DISTURBANCE OF EXISTING VEGETATION.

ALL IMPROVEMENTS CONSTRUCTED WITHIN NDOT RIGHT OF WAY TO BE PER NDOT STANDARDS AND SPECIFICATIONS.

NO.	DESCRIPTION	ENGR. INIT.	DATE

**WOOD RODGERS**  
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
 1381 Corporate Boulevard  
 Reno, NV 89502  
 Tel 775.823.4068  
 Fax 775.823.4066

MEGAN W. OVERTON  
 P.E. (N.V.)  
 Exp. 12/31/2023  
 No. 18669 (N.V.)

DATE: MARCH, 2023	SCALE: 1" = 20'	DRAWN BY: LCS	DESIGNED BY: MWO	CHECKED BY: MWO
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NEVADA

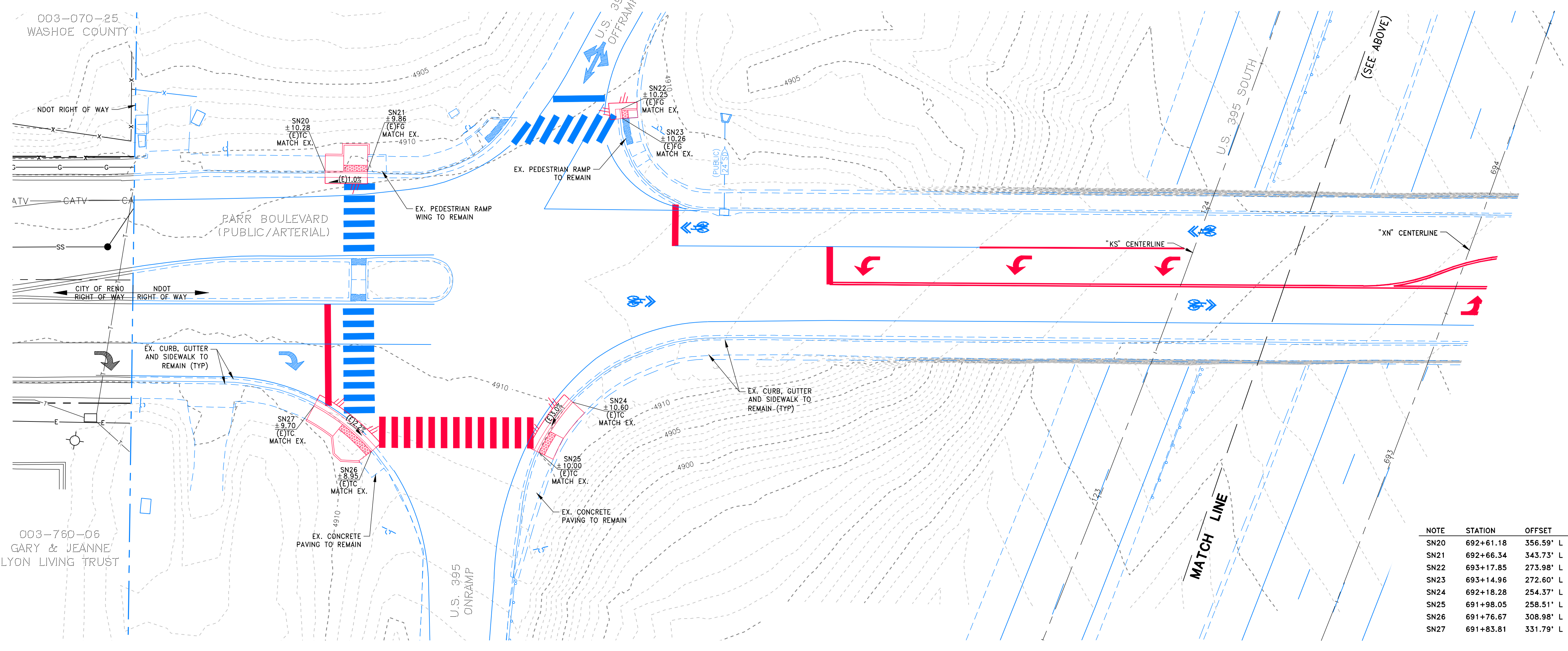
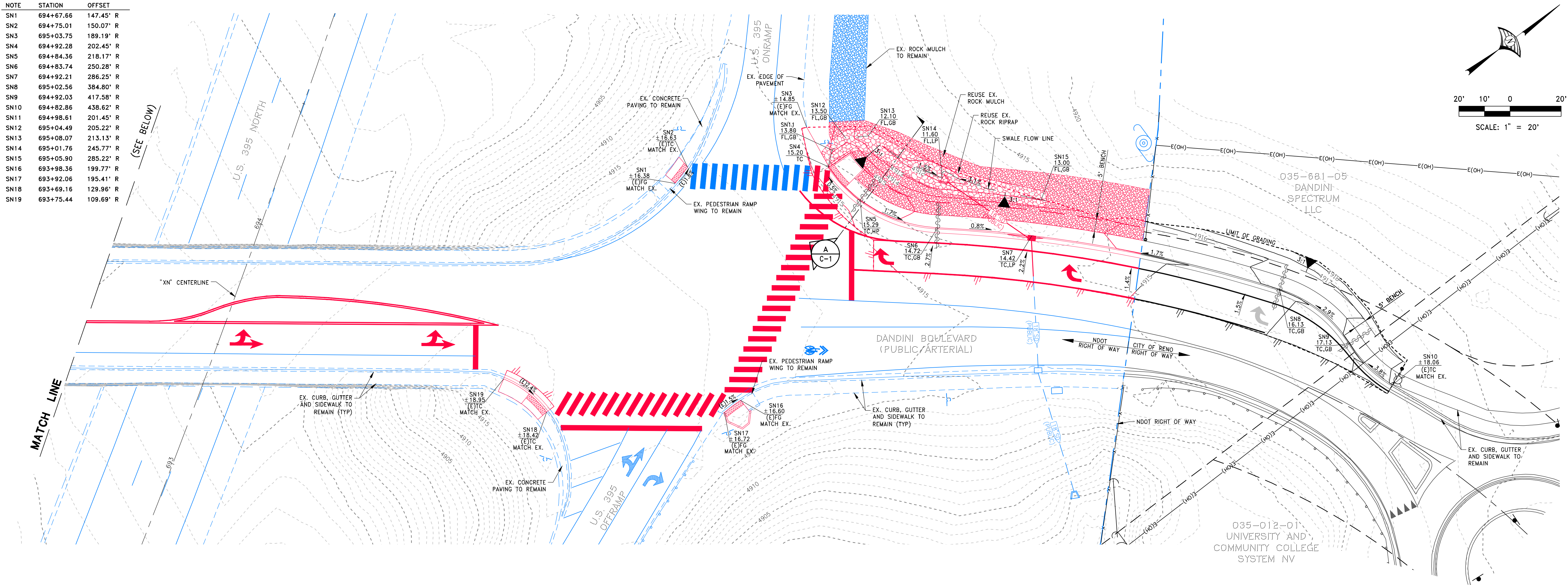
IMPROVEMENT PLANS FOR  
**U.S. 395/PARR BOULEVARD INTERCHANGE**  
 CIVIL SITE-UTILITY PLAN

PROJECT NO.  
3873005

DRAWING  
**C-3**

SHT 3 OF 7

NOTE	STATION	OFFSET
SN1	694+67.66	147.45' R
SN2	694+75.01	150.07' R
SN3	695+03.75	189.19' R
SN4	694+92.28	202.45' R
SN5	694+84.36	218.17' R
SN6	694+83.74	250.28' R
SN7	694+92.21	286.25' R
SN8	695+02.56	384.80' R
SN9	694+92.03	417.58' R
SN10	694+82.86	438.62' R
SN11	694+98.61	201.45' R
SN12	695+04.49	205.22' R
SN13	695+08.07	213.13' R
SN14	695+01.76	245.77' R
SN15	695+05.90	285.22' R
SN16	693+98.36	199.77' R
SN17	693+92.06	195.41' R
SN18	693+69.16	129.96' R
SN19	693+75.44	109.69' R



- LEGEND:**
- ROCK MULCH
  - ROCK RIPRAP
  - SAWCUT LINE
  - GRADE BREAK
  - SWALE FLOW LINE

**NOTES:**

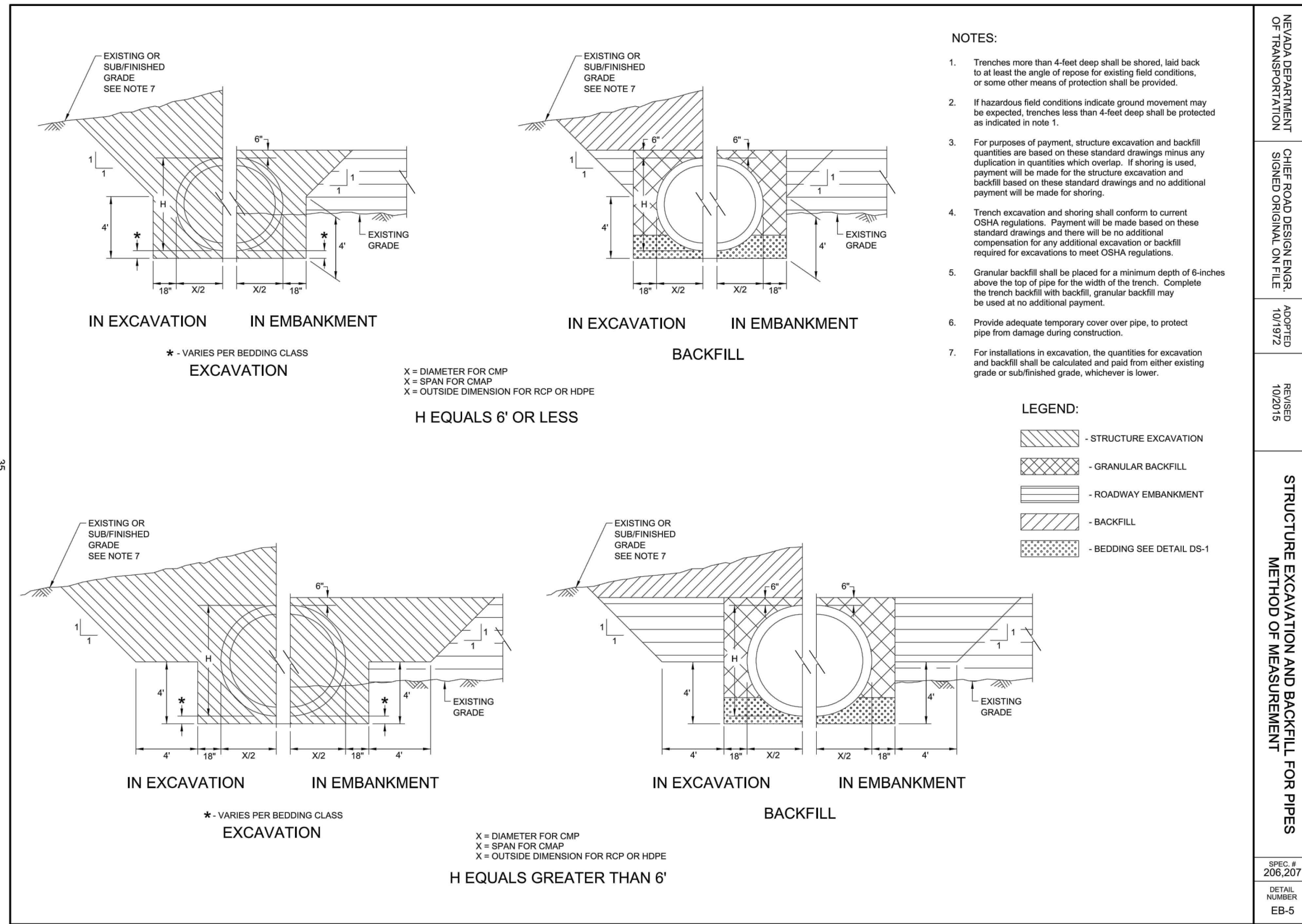
1. ALL DIMENSIONS AND DISTANCES ARE TO EDGE OF PAVEMENT, BACK OF CURB, CURB RETURN, FACE OF FLOW LINE, PROPERTY LINE, CENTER OF STRIPING, CENTERLINE OF PIPE, CENTER OF DRAIN INLET, OR END OF IMPROVEMENTS.
2. ALL STREETS ARE PUBLIC.
3. SHOULD ANY PREHISTORIC OR HISTORIC REMAINS/ARTIFACTS BE DISCOVERED DURING SITE GRADING, WORK SHALL TEMPORARILY BE HALTED AT THE SPECIFIC SITE AND THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF HISTORIC PRESERVATION AND ARCHAEOLOGY, SHALL BE NOTIFIED TO RECORD AND PHOTOGRAPH THE SITE. THE PERIOD OF TEMPORARY DELAY SHALL BE LIMITED TO A MAXIMUM OF TWO (2) WORKING DAYS FROM THE DATE OF NOTIFICATION.
4. CONTRACTOR SHALL REPAIR ALL DAMAGE TO EXISTING STRIPING NOT IDENTIFIED FOR REMOVAL.
5. ALL STORM DRAIN IS PUBLIC.
6. EXISTING UTILITY TIE-IN INFORMATION HAS BEEN OBTAINED FROM BOTH RECORD DRAWINGS AND FIELD SURVEY WHERE EXISTING IMPROVEMENTS COULD BE LOCATED. CONTRACTOR TO VERIFY ACCURACY OF INFORMATION PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER OF ANY DISCREPANCIES FOUND BEFORE COMMENCING WORK.
7. ALL TOP OF CURB STATION, OFFSET, AND ELEVATION INFORMATION IS RELATIVE TO BACK FACE OF CURB.
8. EXISTING PAVEMENT ELEVATION AT SAWCUT LINES SHALL BE MAINTAINED.
9. CONTRACTOR SHALL PROVIDE CONSTANT SLOPE ACROSS THE NEW PAVEMENT SECTION FROM THE SAWCUT EDGE TO THE NEW EDGE OF PAVEMENT OR LIP OF GUTTER.
10. ADD 4900 TO FINISH GRADE ELEVATIONS.
11. ALL PROPOSED SLOPES ARE 3:1 OR LESS UNLESS NOTED OTHERWISE.
12. CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING AROUND EXISTING UTILITIES AND EXISTING ROADS.
13. CONTRACTOR SHALL USE EXTREME CARE IN WORKING IN AREAS OUTSIDE THE PROJECT LIMITS SO AS TO MINIMIZE DISTURBANCE OF EXISTING VEGETATION.

NOTE	STATION	OFFSET
SN20	692+61.18	356.59' L
SN21	692+66.34	343.73' L
SN22	693+17.85	273.98' L
SN23	693+14.96	272.60' L
SN24	692+18.28	254.37' L
SN25	691+98.05	258.51' L
SN26	691+76.67	308.98' L
SN27	691+83.81	331.79' L

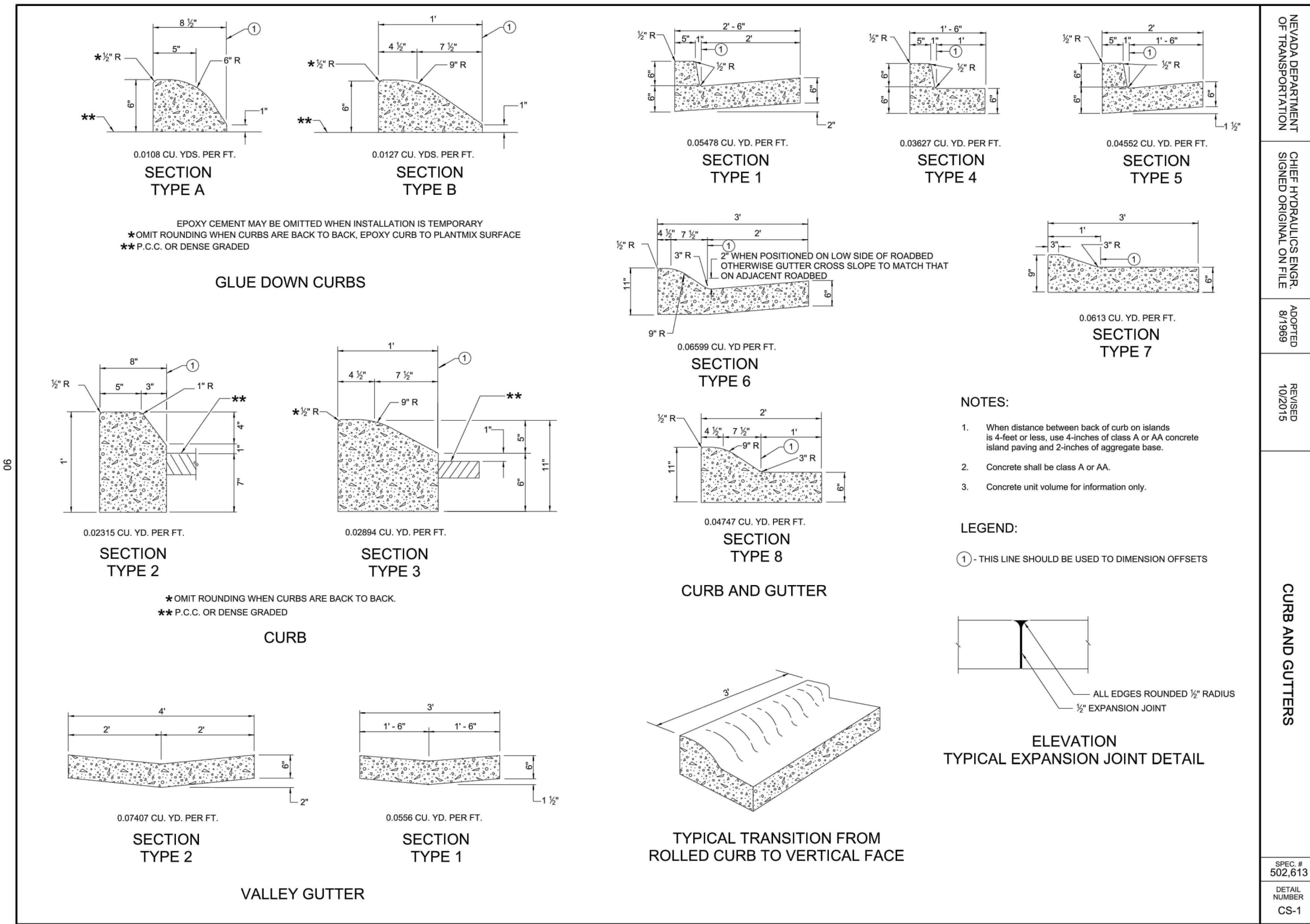
ALL IMPROVEMENTS CONSTRUCTED WITHIN NDOT RIGHT OF WAY TO BE PER NDOT STANDARDS AND SPECIFICATIONS.

<p><b>WOOD RODGERS</b> BUILDING RELATIONSHIPS ONE PROJECT AT A TIME 1881 Corporate Boulevard Reno, NV 89502 Tel 775.823.4068 Fax 775.823.4066</p>	<p>NO. _____ DESCRIPTION _____ ENGR. INIT _____ DATE _____</p>
<p>MEGAN W. OVERTON Professional Engineer Exp. 12/31/2023 CIVIL ENGINEER No. 18669</p>	
<p>DATE: MARCH, 2023 SCALE: 1" = 20' DRAWN BY: LCS DESIGNED BY: MWO CHECKED BY: MWO</p>	
<p>NEVADA CITY OF RENO PROJECT NO. 3873005 DRAWING C-4 SHT 4 OF 7</p>	

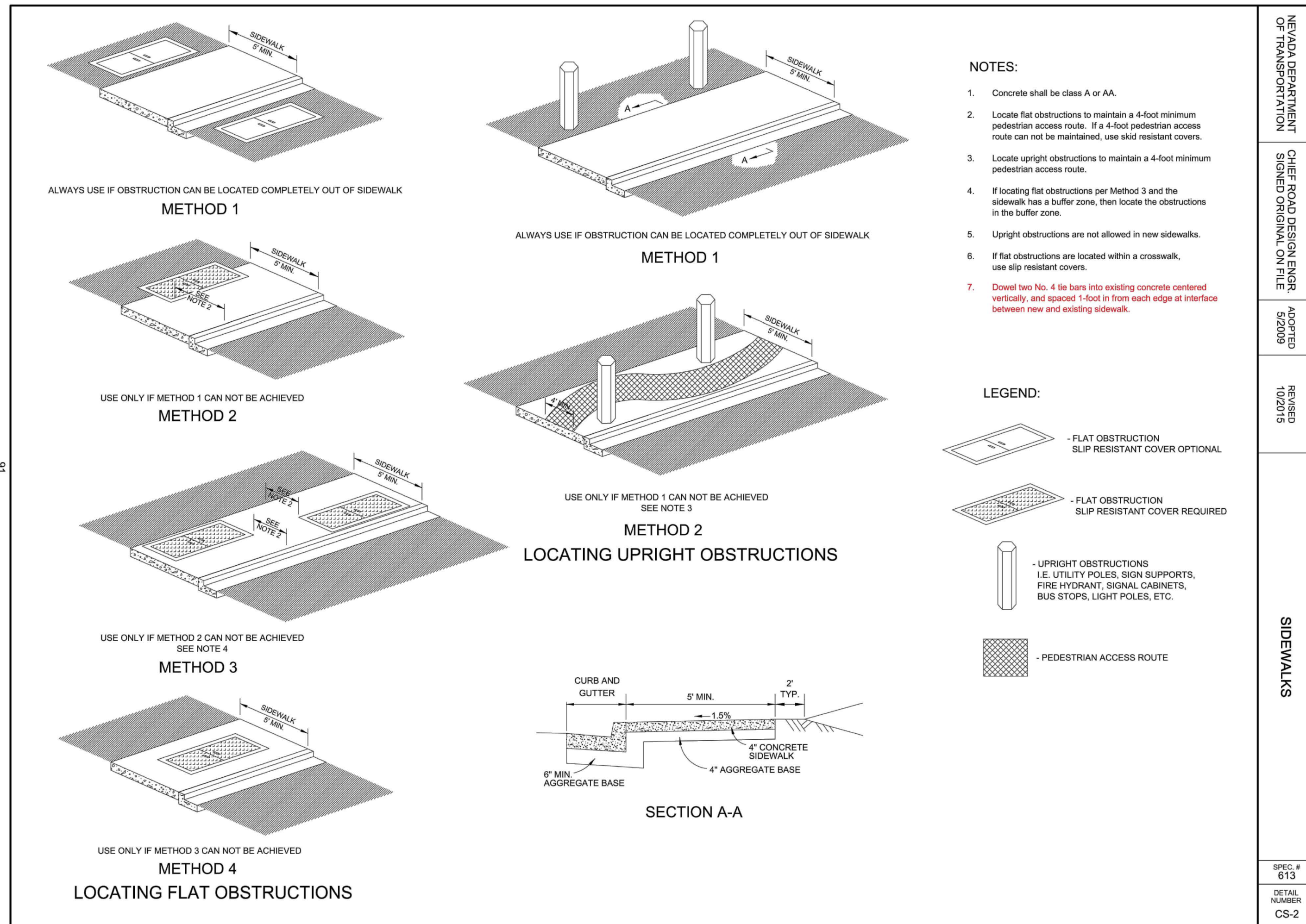




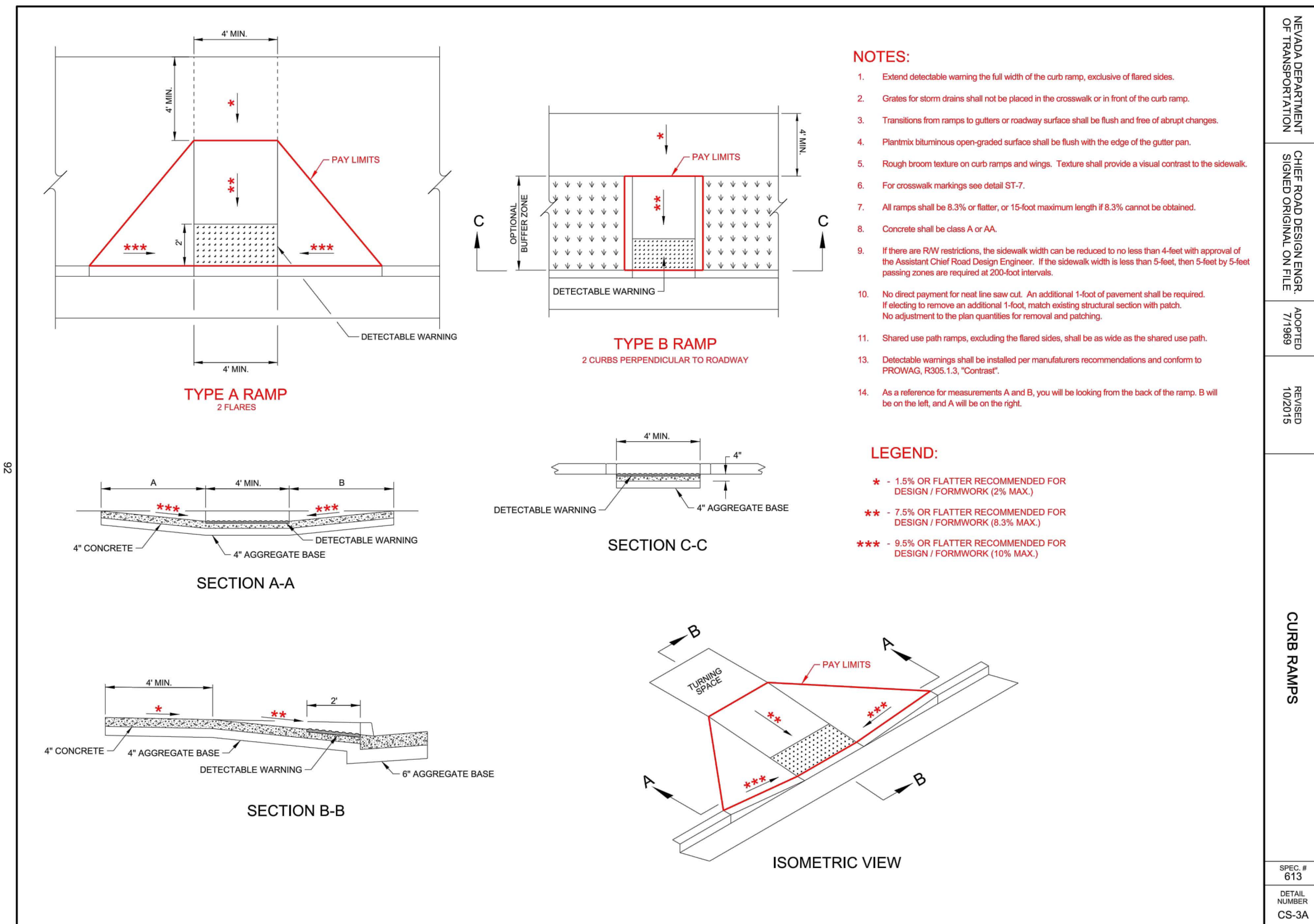
NEVADA DEPARTMENT OF TRANSPORTATION  
 CHIEF ROAD DESIGN ENGR. SIGNED ORIGINAL ON FILE  
 APPROVED 10/18/22  
 REVISIONS 10/20/15  
 STRUCTURE EXCAVATION AND BACKFILL FOR PIPES  
 METHOD OF MEASUREMENT  
 SPEC. # 206.207  
 DETAIL NUMBER EB-5



NEVADA DEPARTMENT OF TRANSPORTATION  
 CHIEF HYDRAULICS ENGR. SIGNED ORIGINAL ON FILE  
 APPROVED 8/19/89  
 REVISIONS 10/20/15  
 CURB AND GUTTERS  
 SPEC. # 502.613  
 DETAIL NUMBER CS-1



NEVADA DEPARTMENT OF TRANSPORTATION  
 CHIEF ROAD DESIGN ENGR. SIGNED ORIGINAL ON FILE  
 APPROVED 5/20/09  
 REVISIONS 10/20/15  
 SIDEWALKS  
 SPEC. # 613  
 DETAIL NUMBER CS-2



NEVADA DEPARTMENT OF TRANSPORTATION  
 CHIEF ROAD DESIGN ENGR. SIGNED ORIGINAL ON FILE  
 APPROVED 7/18/89  
 REVISIONS 10/20/15  
 CURB RAMPS  
 SPEC. # 613  
 DETAIL NUMBER CS-3A

DATE: MARCH, 2023  
 SCALE: AS SHOWN  
 DRAWN BY: LCS  
 DESIGNED BY: MWO  
 CHECKED BY: MWO

WOOD RODGERS  
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
 1381 Corporate Boulevard  
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 Fax: 775.823.4068

MEGAN W. OVERTON  
 CIVIL ENGINEER  
 No. 18659  
 Exp. 12/31/2023

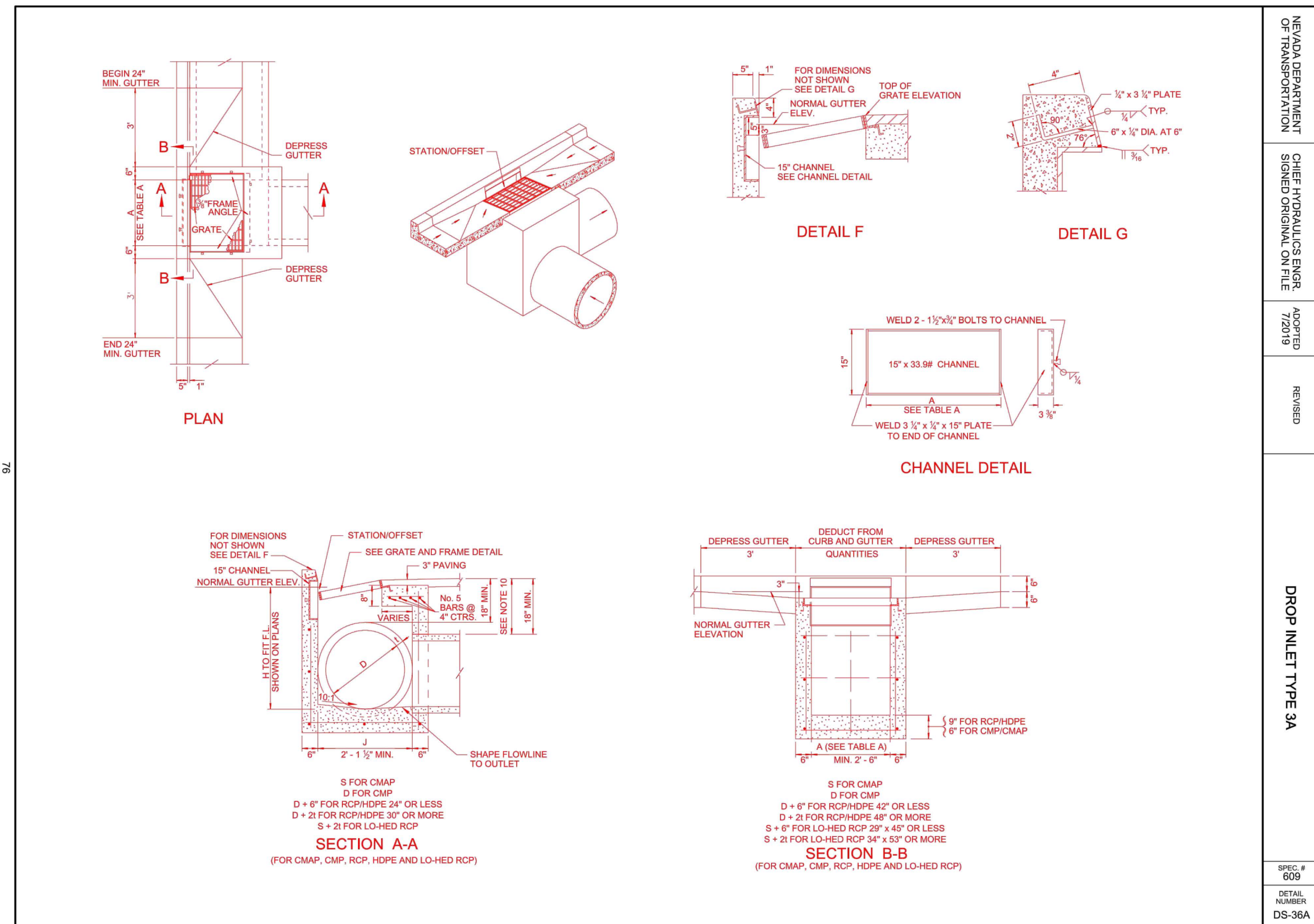
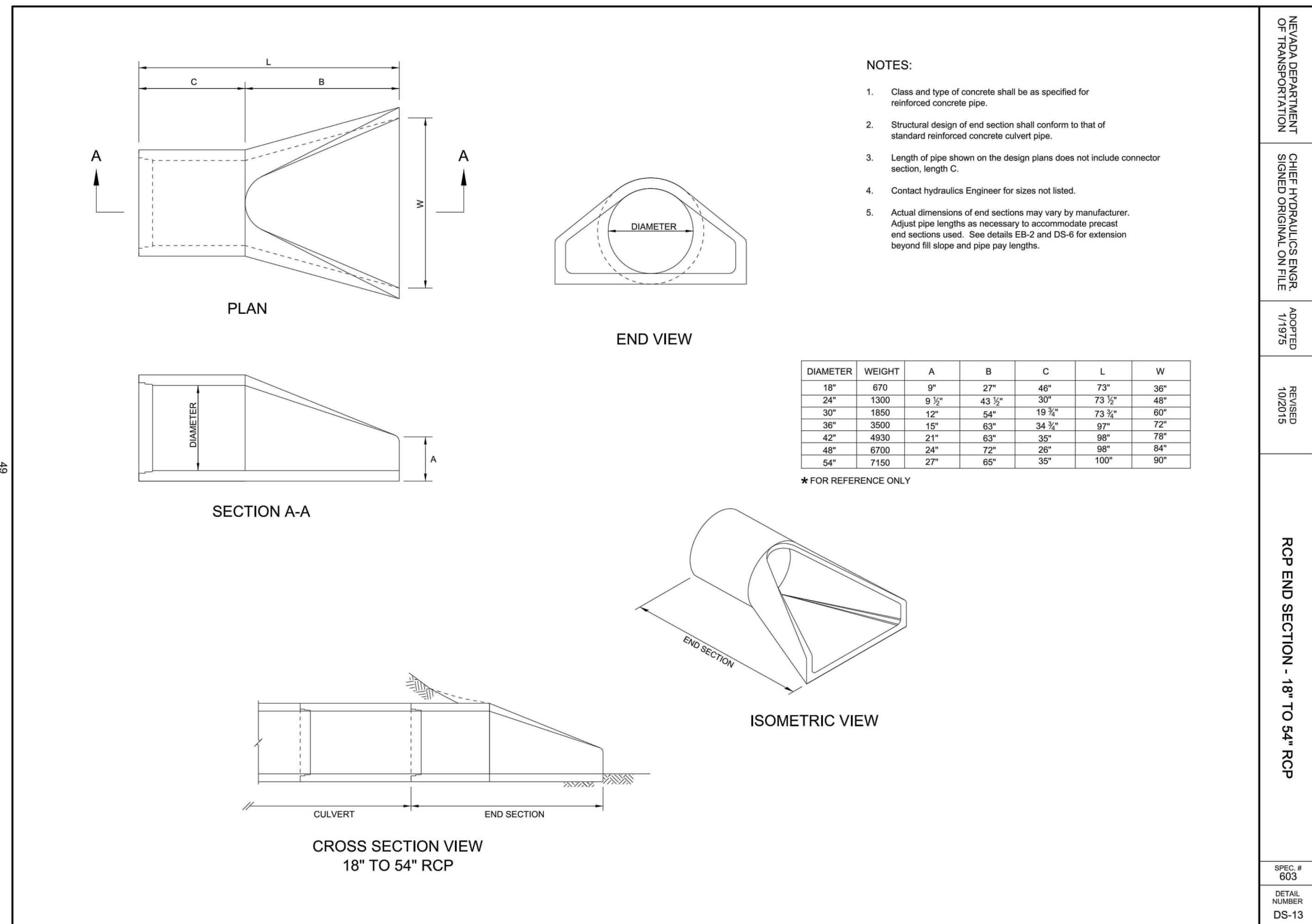
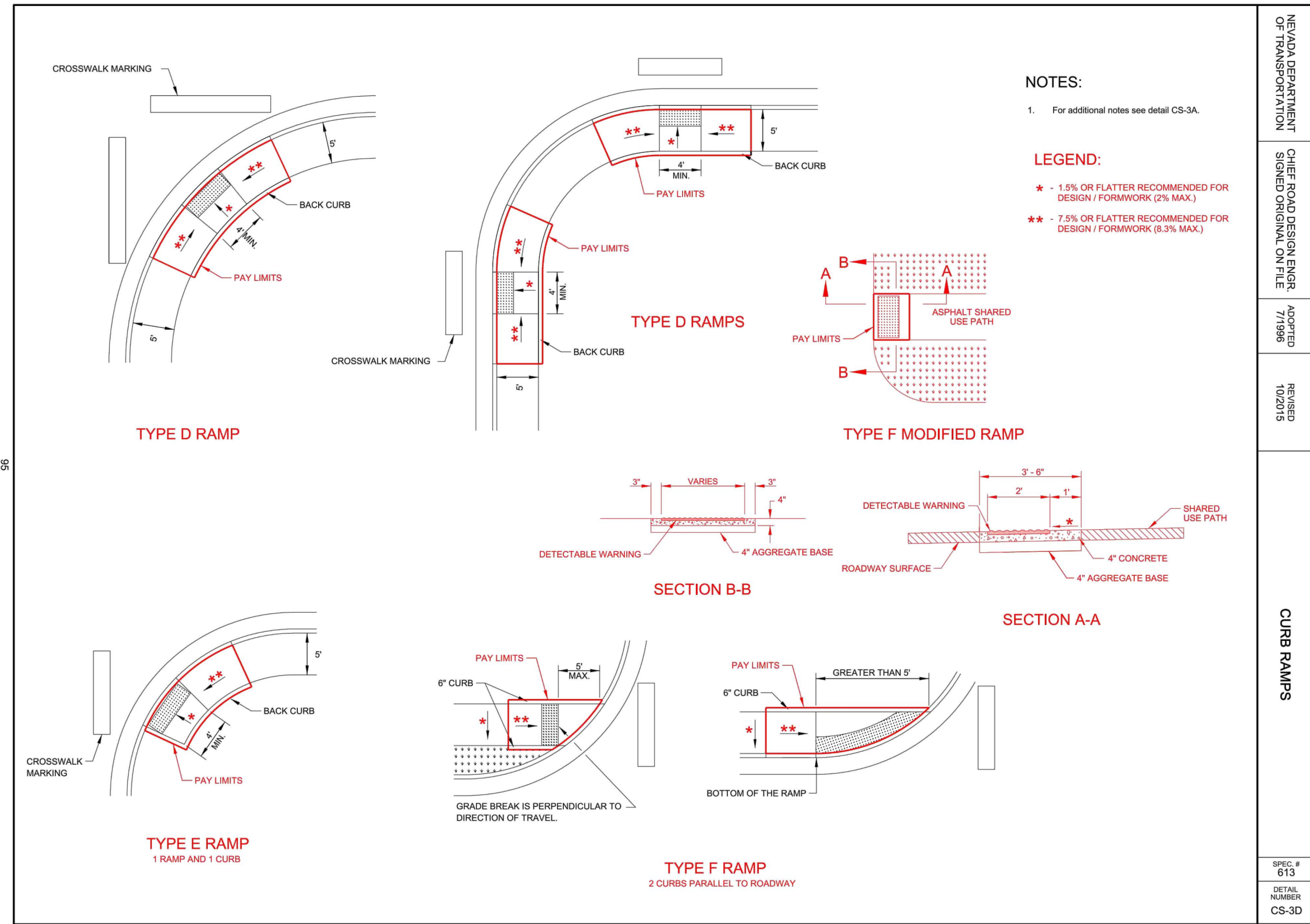
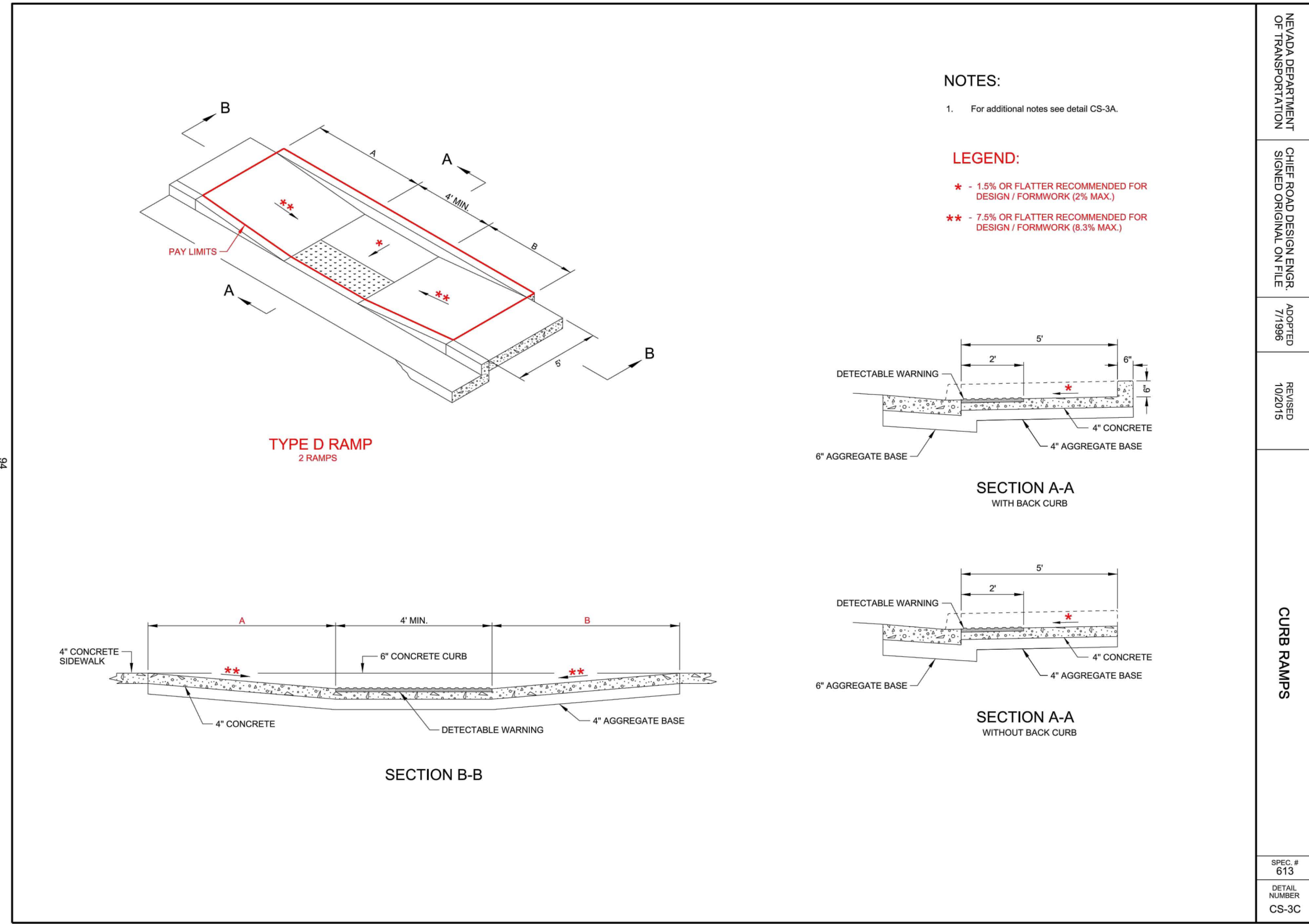
03/02/23

NEVADA  
 CITY OF RENO  
 CIVIL DETAILS

PROJECT NO. 3873005

DRAWING C-5

SHT 5 OF 7



NO.	DESCRIPTION	ENGR. INIT.	DATE

**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
1381 Corporate Boulevard  
Reno, NV 89502  
Tel: 775.823.4068  
Fax: 775.823.4069

REGISTERED PROFESSIONAL ENGINEER  
MEGAN W. OVERTON  
Exp. 12/31/2023  
No. 18659

03/02/23

DATE: MARCH, 2023  
SCALE: AS SHOWN  
DRAWN BY: LCS  
DESIGNED BY: MWO  
CHECKED BY: MWO

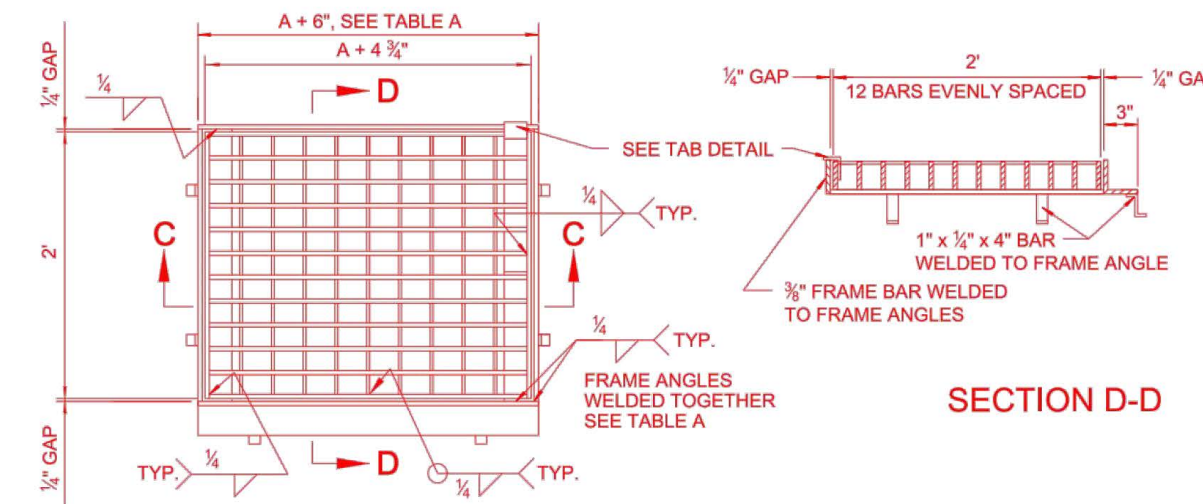
NEVADA  
CITY OF RENO  
IMPROVEMENT PLANS FOR  
**U.S. 395/PARR BOULEVARD INTERCHANGE**  
CIVIL DETAILS

PROJECT NO. 3873005  
DRAWING C-6  
SHT 6 OF 7

J:\Vabs\3873\_Domintl\_Ehd\_Property\Domintl\_MFR\_Southwestern\_Prop\_OA\Civil\Draw\Intx\3873005.dwg 3/2/2023 10:05 AM Lee Smiley

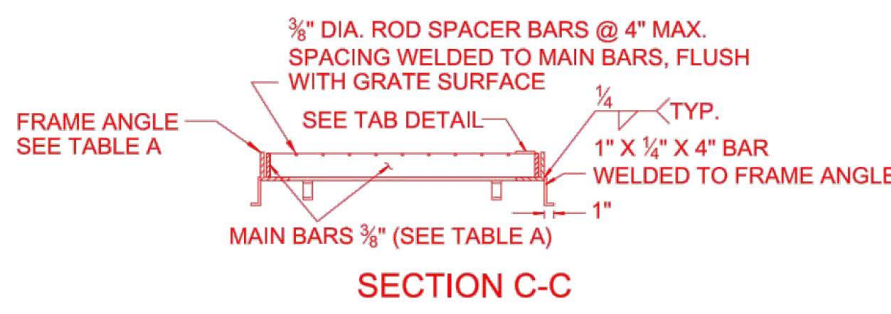
**TABLE A - STRUCTURAL STEEL**

PIPE SIZE				A	MAIN BARS	FRAME ANGLES	FRAME BAR	GRATE LBS.	FRAME LBS.	CHANNEL AND PLATES, LBS.	TOTAL LBS.
CMAP	CMP	RCP/HDPE	LO-HED								
20" x 18" OR LESS	30" OR LESS	24" OR LESS	14" x 23"	2'-0"	4 1/2" x 3/8"	5" x 3" x 1/2"	5" x 3/2"	229	88	93	409
30" x 22"	36"	30"	19" x 30"	3'	4 1/2" x 3/8"	5" x 3" x 1/2"	5" x 3/2"	265	96	107	468
43" x 27"	42"	36"	22" x 34"	3'-0"	4 1/2" x 3/8"	5" x 3" x 1/2"	5" x 3/2"	300	104	126	530
	48"	42"	27" x 34"	4'	5 1/2" x 3/8"	6" x 3 1/2" x 1/2"	6" x 3/2"	409	134	143	685
	54"		29" x 45"	4'-0"	5 1/2" x 3/8"	6" x 3 1/2" x 1/2"	6" x 3/2"	451	144	160	755



PLAN

GRATE AND FRAME DETAIL



SECTION C-C

SECTION D-D

TAB DETAIL

**NOTES:**

- All concrete shall be class A or AA.
- All reinforcing steel shall be tightly wired and embedded 1 1/2-inches clear of concrete surface. Except as noted, all reinforcing shall be No. 4 bars with maximum spacing of 12-inches centers, for all values of "H" to the maximum as shown in Table B. If "H" exceeds these maximums, drop inlet will require special design.
- Exposed edges of concrete shall be chamfered 1-inch.
- Where pipe intersects drop inlet on a 12" or larger skew increase 1 to 3" redesign for skews at A.
- Where pipe intersects drop inlet on a 12" or larger skew increase 5 to 8" redesign for skews at A.
- For values of "H" see plans.
- "H" is the difference in elevation between the cut flow pipe and the normal gutter grade line at the curb face.
- Pipe(s) can be placed in any wall.
- For drop inlet, configurations with 2 pipes-inflow pipe invert elevation shall be ≥ 0.1-inch above outflow pipe invert elevation.
- Extreme low cover situations to be reviewed by the Hydraulics Engineer.
- Slope catch basin floors 10:1 from all directions toward outlet pipe. If basin is used as a junction, shape flow line(s) to outlet pipe, and provide a 10:1 slope to flow line(s).
- Station/offset distance listed in plans is measured to the face of curb at the gutter flow line.
- See detail DS-27 for details if connecting to HDPE pipe.

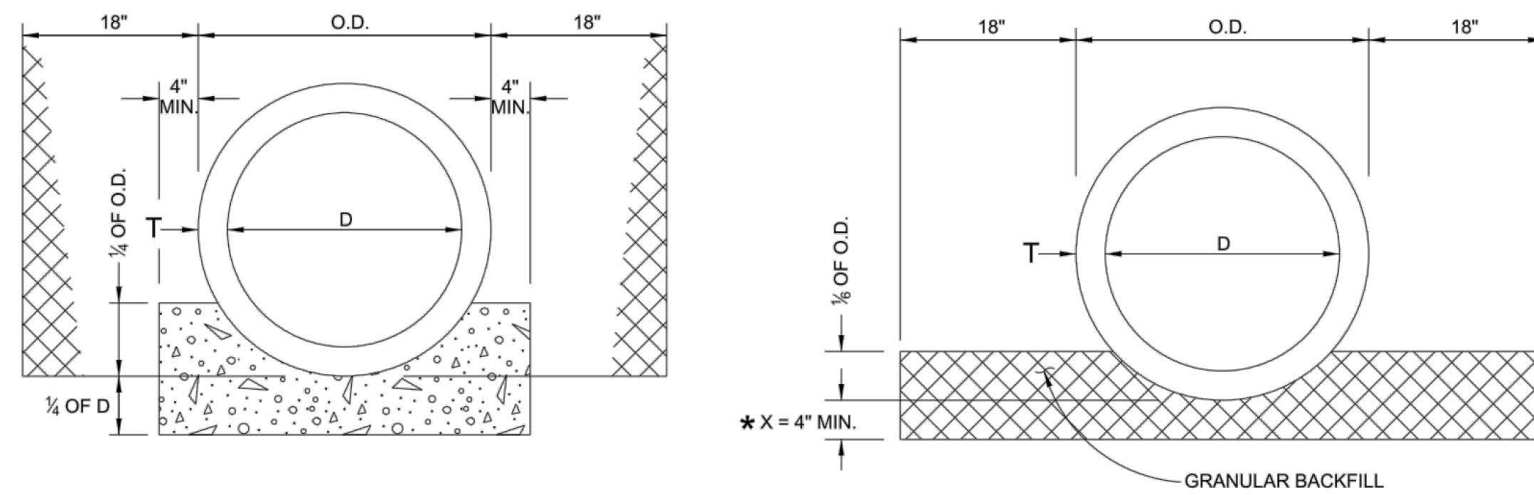
**TABLE B**

**MAXIMUM H**

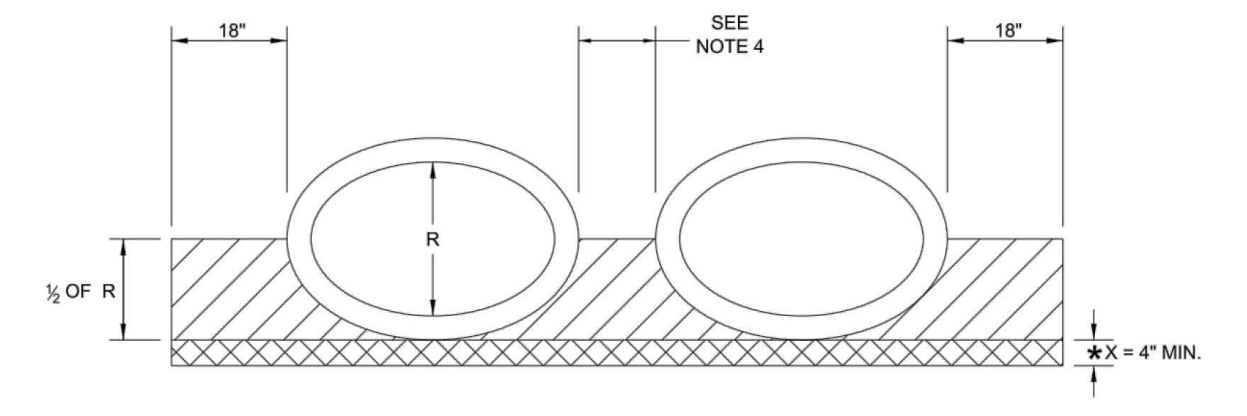
CMAP	J OR A	H
20" x 18" OR LESS	30" OR LESS	21"
30" x 22"	36"	27"
43" x 27"	42"	33"
	48"	39"
	54"	45"
	60"	51"

(WITH NO. 4 BARS @ 12" CENTERS)

NEVADA DEPARTMENT OF TRANSPORTATION  
 CHIEF HYDRAULICS ENGINEER  
 SIGNED ORIGINAL ON FILE  
 ADAPTED 01/1999  
 REVISIONS 10/01/93  
 DROP INLET TYPE 3A  
 SPEC # 609  
 DETAIL NUMBER DS-36B



CLASS A BEDDING (RCP) CLASS C BEDDING (RCP, CMP, AND HDPE STANDARD BEDDING)



BEDDING FOR MULTIPLE HE RCP CULVERTS

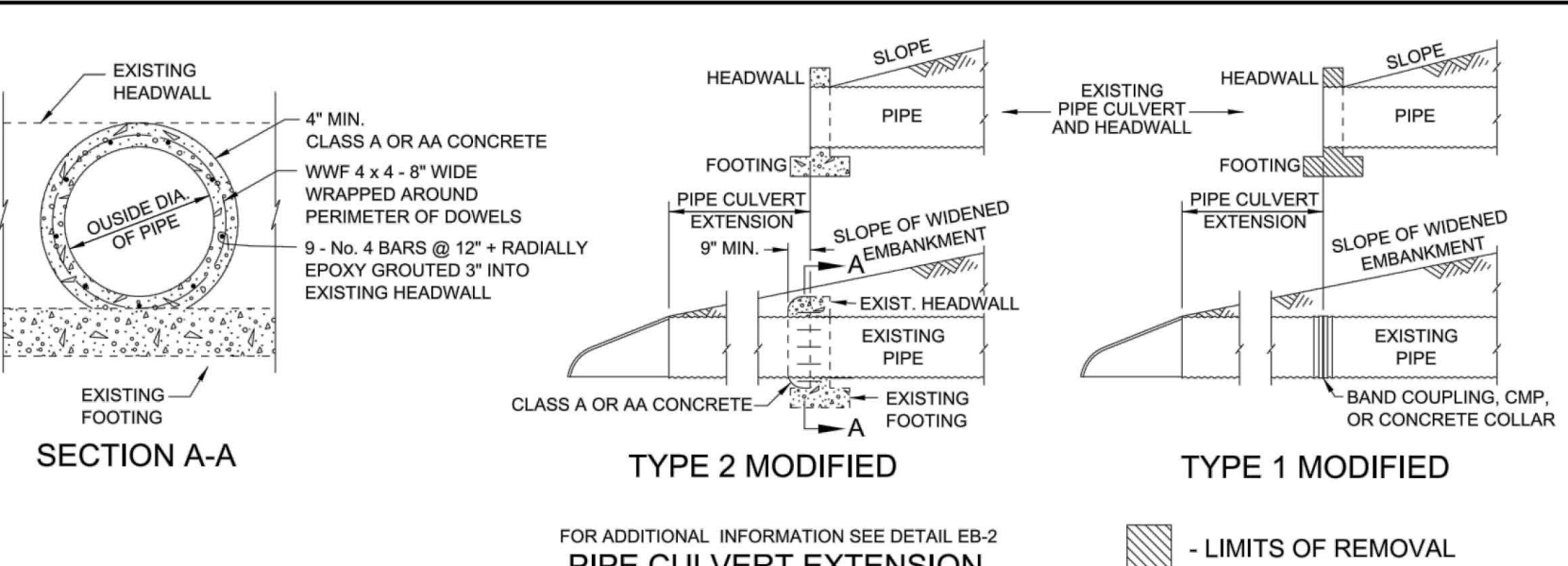
- NOTES:**
- Minimum depths as specified on detail EB-1, notes 6 and 8 will prevail when these conditions are encountered.
  - Concrete shall be class A or AA. Additional excavation for class A bedding to be included in the unit bid price per cubic yard of concrete.
  - Class C bedding shall be carefully shaped to fit pipe prior to installation.
  - See detail DS-4 or headwall details for appropriate pipe separation.

- LEGEND:**
- GRANULAR BACKFILL
  - CLASS A SLURRY BACKFILL
- RCP**  
 \*NORMAL FOUNDATION, X = 0.0 MIN. NO LESS THAN 4"  
 IF ROCK FOUNDATION, X = 0.0 MIN. NO LESS THAN 6"
- CMP**  
 \*IF ROCK FOUNDATION, X = 1/2" PER FOOT OF AVERAGE FILL OVER PIPE, 12" MIN. - 24" MAX.
- HDPE**  
 \*X = 4" FOR D ≤ 24", X = 6" FOR D ≥ 30".

ALLOWABLE FILL HEIGHT FOR REINFORCED CONCRETE PIPE

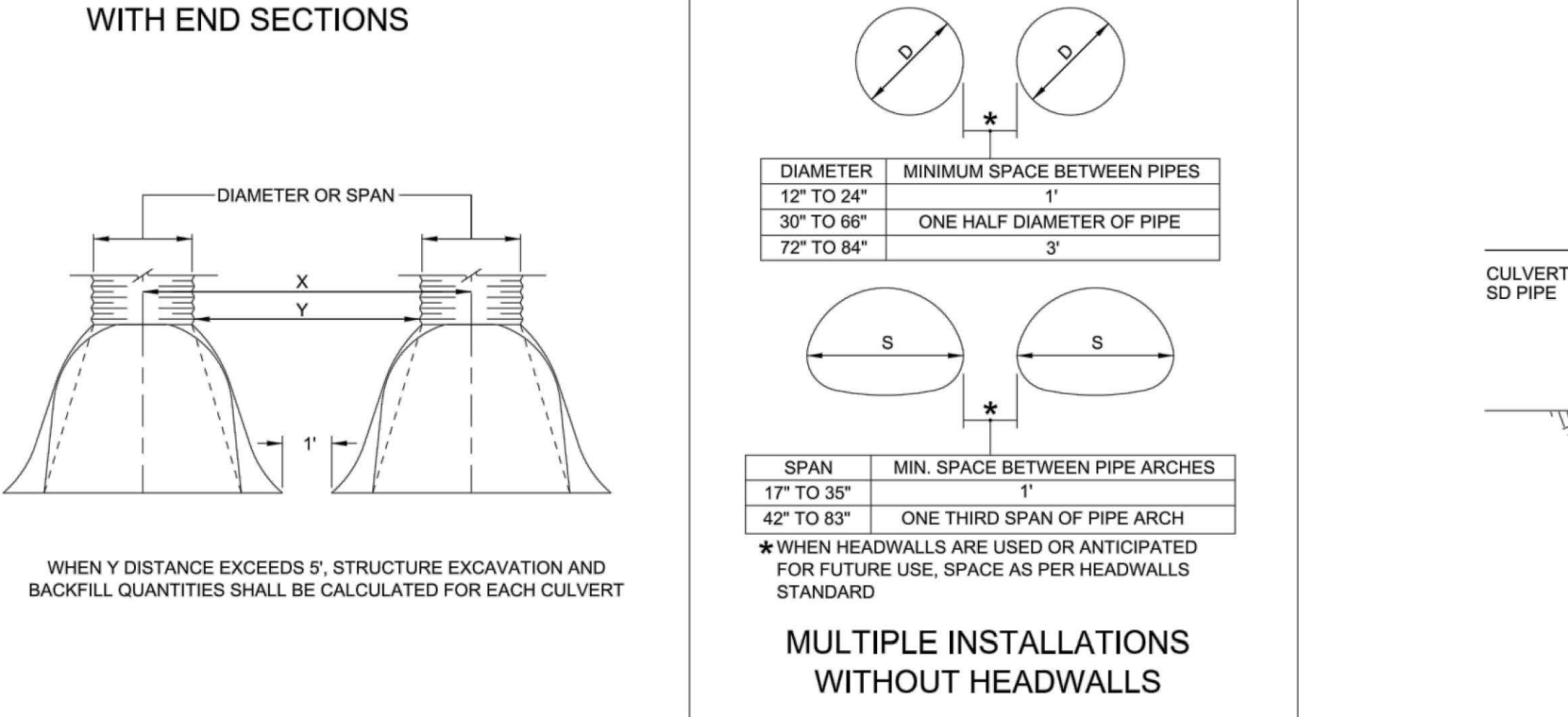
PIPE SIZE I.D.	FILL HEIGHT IN FEET					
	A	C	A	C	A	C
24"	23	17	35	26	53	40
30"	23	17	35	26	53	40
36"	23	17	35	26	52	40
42"	23	17	34	26	52	40
48"	23	17	34	26	52	40
54"	22	17	34	26	52	40
60"	22	17	34	26	51	40
66"	22	17	33	26	51	39
72"	22	17	33	25	51	39
84"	21	16	33	25	50	39
90"	21	16	33	25	50	39
96"	21	16	32	25	50	39
102"	21	16	32	25	49	39
108"	21	16	32	25	49	39
114"	20	16	32	25	49	39
120"	20	16	31	25	49	39
126"	20	16	31	25	48	39
132"	20	16	31	25	48	39
138"	20	16	31	25	48	39
144"	19	15	30	25	47	39

NEVADA DEPARTMENT OF TRANSPORTATION  
 CHIEF HYDRAULICS ENGINEER  
 SIGNED ORIGINAL ON FILE  
 ADAPTED 01/1999  
 REVISIONS 10/01/93  
 CULVERT BEDDING AND ALLOWABLE FILL HEIGHT FOR RCP AND HE RCP  
 SPEC # 603.604  
 DETAIL NUMBER DS-1



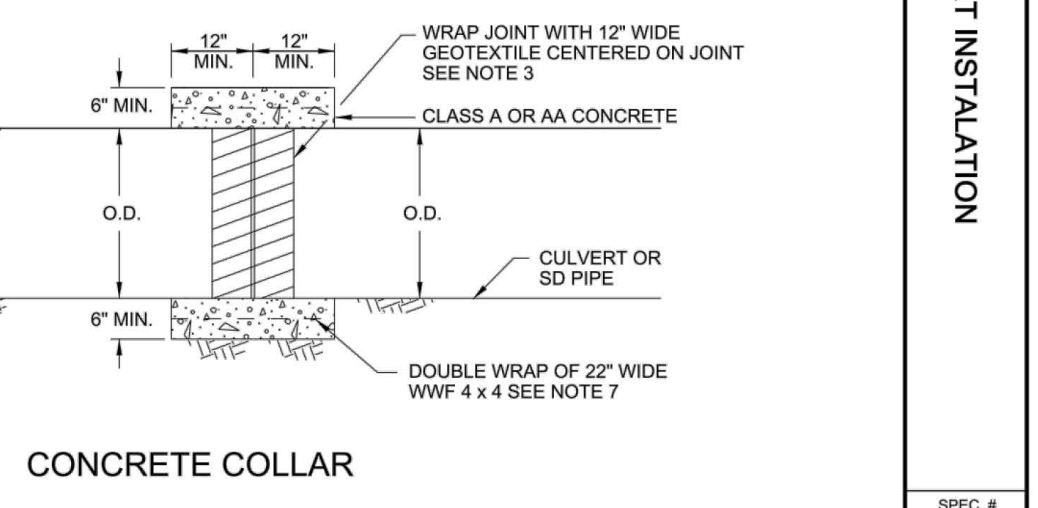
**SEPARATION FOR MULTIPLE INSTALLATIONS WITH END SECTIONS**

DIA.	CMP/HDPE				CMAP				RCP				
	X	Y	SPAN	Y	X	Y	SPAN	Y	DIA.	X	Y	SPAN	Y
-	-	-	21" x 15"	5'-2"	3'-5"	18"	4'-4"	2'-6"	-	-	-	-	-
-	-	-	24" x 18"	5'-10"	3'-10"	24"	5'-5"	3'	-	-	-	-	-
-	-	-	29" x 20"	6'-5"	4'-2"	30"	6'-5"	3'-6"	-	-	-	-	-
24"	6'-8"	4'-8"	35" x 24"	7'-8"	4'-9"	36"	7'-7"	4'	-	-	-	-	-
30"	8'	5'-6"	42" x 29"	9'-3"	5'-9"	42"	8'-2"	4'	-	-	-	-	-
36"	9'-4"	6'-4"	49" x 33"	10'-3"	6'-2"	48"	8'-9"	4'	-	-	-	-	-
42"	10'-8"	7'-2"	57" x 38"	11'-6"	6'-5"	54"	9'-7"	4'-4"	-	-	-	-	-
48"	11'-6"	7'-6"	64" x 43"	12'-6"	7'-2"	-	-	-	-	-	-	-	-
54"	12'-6"	8'	71" x 47"	13'-6"	7'-7"	-	-	-	-	-	-	-	-
60"	13'-6"	8'-6"	77" x 52"	14'-6"	8'-1"	-	-	-	-	-	-	-	-
66"	14'	8'-6"	83" x 57"	15'-6"	8'-7"	-	-	-	-	-	-	-	-
72"	14'-6"	8'-6"	-	-	-	-	-	-	-	-	-	-	-
78"	15'	8'-6"	-	-	-	-	-	-	-	-	-	-	-
84"	15'-6"	8'-6"	-	-	-	-	-	-	-	-	-	-	-



**NOTES:**

- Concrete collar to be used for making repair connections, connect dissimilar pipe materials, avoid or correct similar pipe materials where bell and spigot connections are not possible, and where specified.
- Maintain proper alignment, line, and grade across the joint. Secure pipe sections adequately on each side of joint prior to casting concrete to prevent any inadvertent displacement or misalignment.
- In lieu of a geotextile wrap, rubber boot adapters, coupling bands, or other special adapters specific to the application and as recommended by the manufacturer may be used to facilitate construction and maintain joint integrity. Use appropriate connection devices if required by the engineer or special provisions to provide a competent or water tight connection. Maintain a minimum of 6-inches of concrete cover on the outside of any special connection devices.
- For HDPE pipe, use an embedded watertight gasket on each side of the joint where water tight connections are required and where required by the Engineer.
- No direct payment for concrete collars or associated connection devices. Payment to be included in the payment for pipe.
- Where angle bands are specified, miter pipe ends to provide a tight joint connection with a maximum 1-inch gap tolerance.
- Provide a minimum of 1-inch concrete cover from collar ends and 2-inches minimum clearance from inner to outer surface of concrete collar.

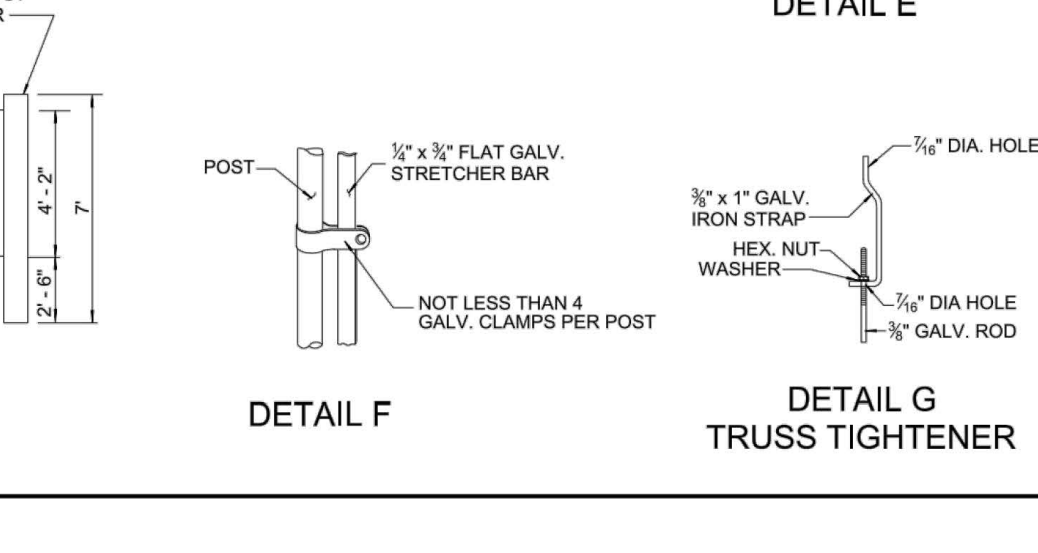
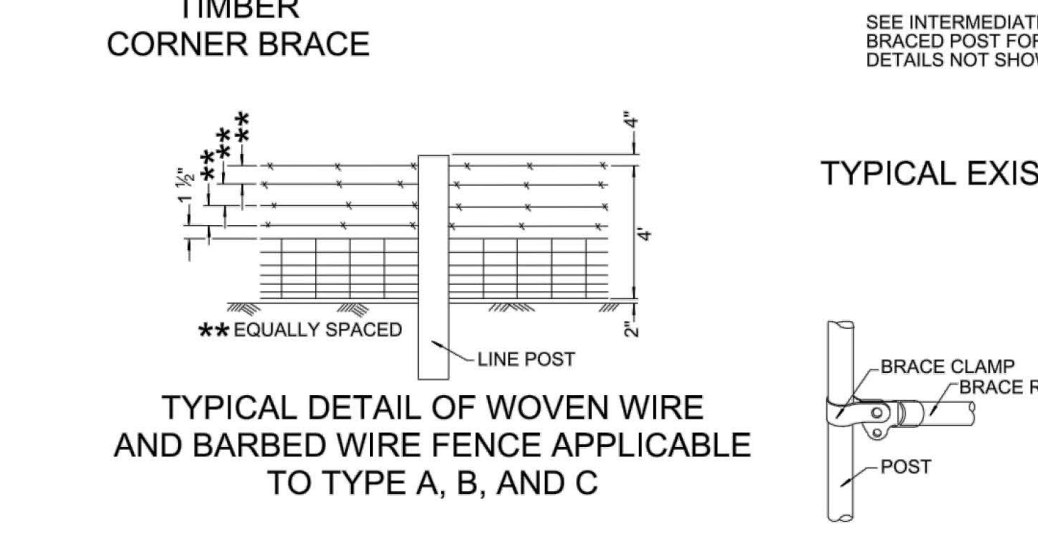
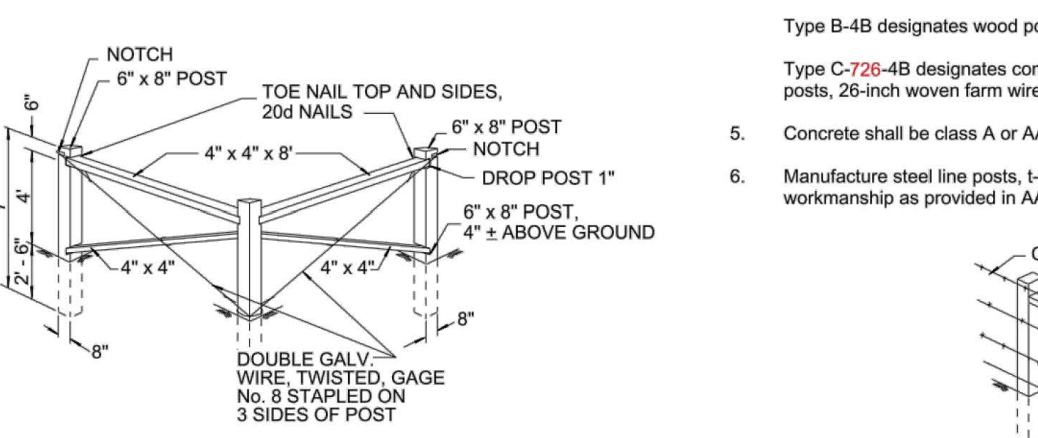
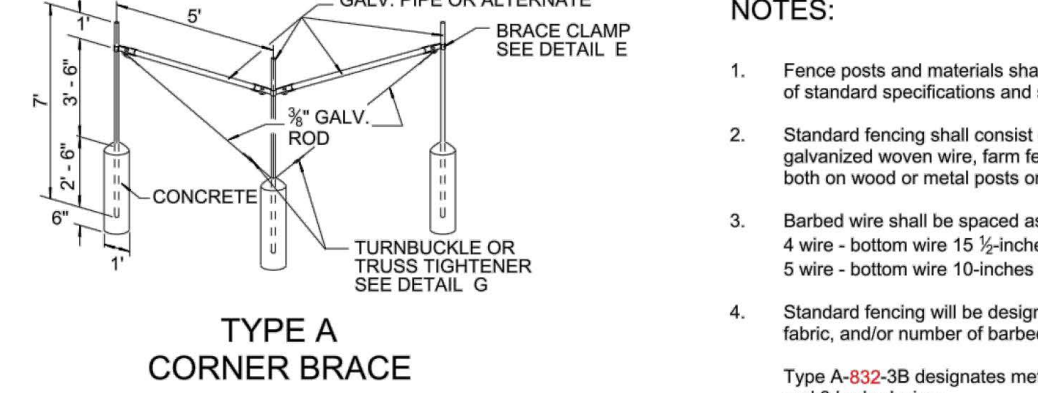
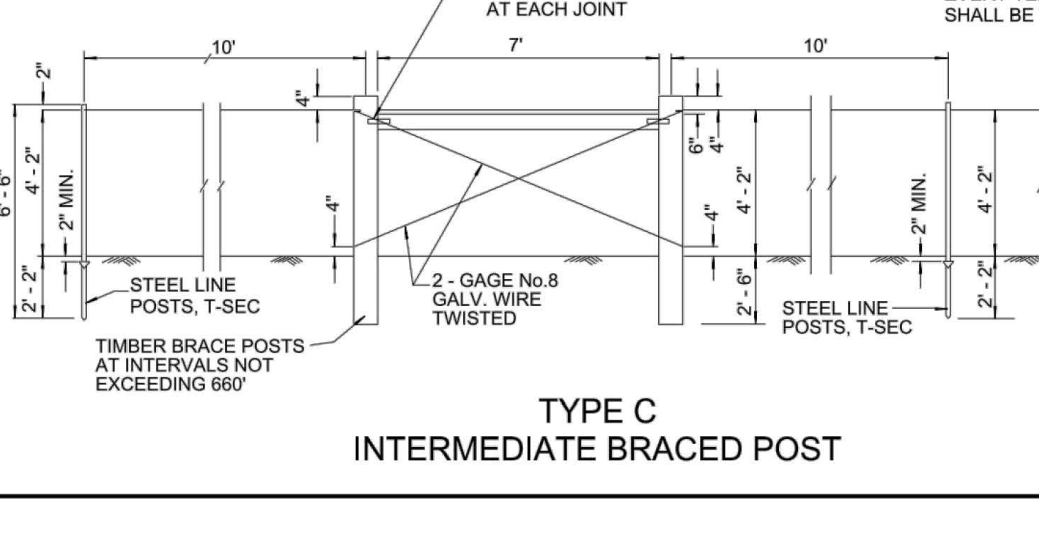
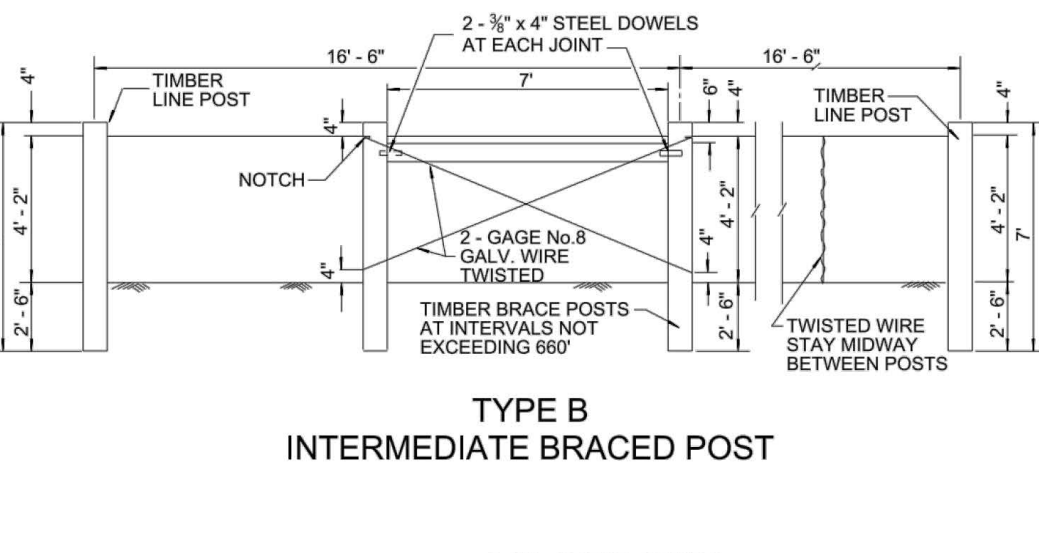
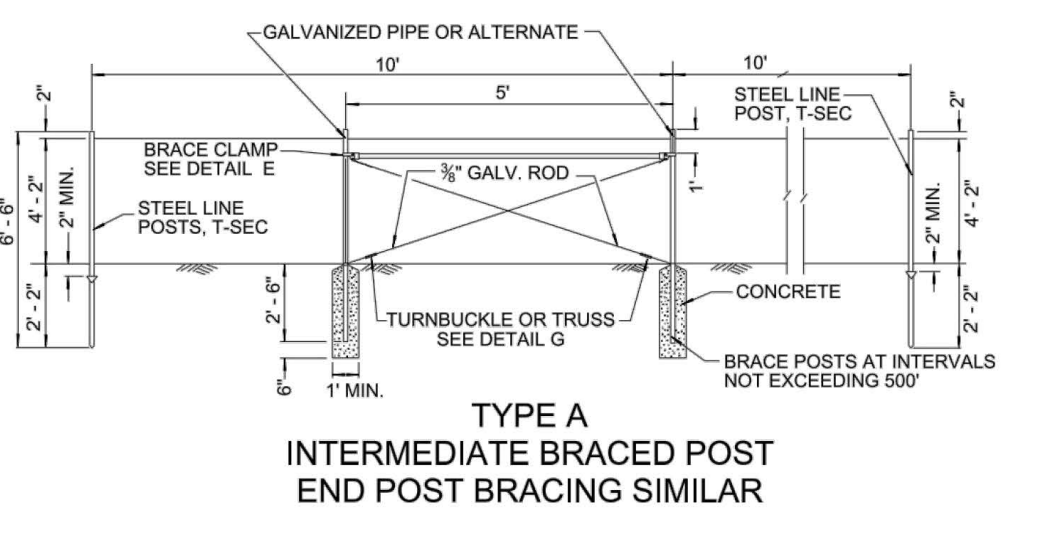


CONCRETE COLLAR

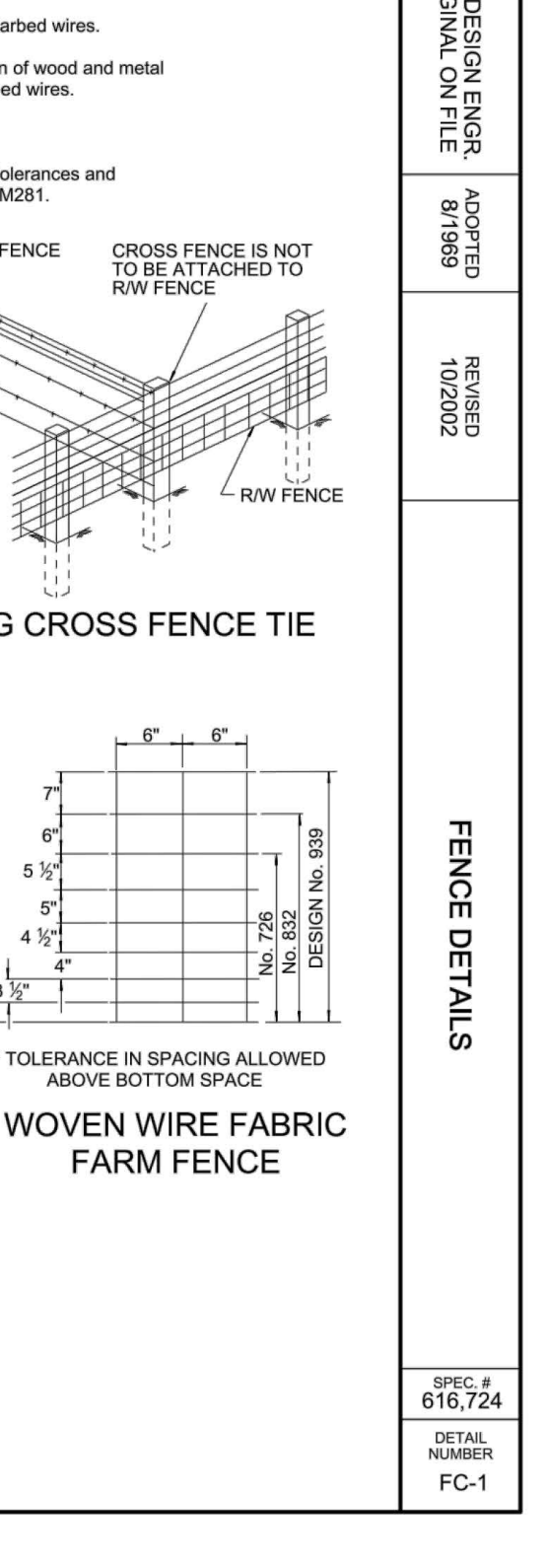
NEVADA DEPARTMENT OF TRANSPORTATION  
 CHIEF HYDRAULICS ENGINEER  
 SIGNED ORIGINAL ON FILE  
 ADAPTED 01/1999  
 REVISIONS 02/03/09  
 CULVERT INSTALLATION  
 SPEC # 601.606  
 DETAIL NUMBER DS-4

**SIZE OF POSTS-STANDARD FENCING**

CORNER, END AND PULL	LINE		MIN. WT. (LBS./L.F.)	ROUND PIPE O.D.	BRACES		
	MIN. WT. (LBS./L.F.)	CLASS 2			MIN. WT. (LBS./L.F.)	CLASS 1	CLASS 2
FENCE HEIGHT	ROUND PIPE O.D.	CLASS 1	CLASS 2	T-SECTION	MIN. WT. (LBS./L.F.)	ROUND PIPE O.D.	
3' TO 6'	2.375"	3.65	2.64	1.30	1.660"	2.27	1.45



- NOTES:**
- Fence posts and materials shall conform to the requirements of standard specifications and supplements.
  - Standard fencing shall consist of galvanized barbed wire, galvanized woven wire, farm fence, or a combination of both on wood or metal posts or combinations of posts.
  - Barbed wire shall be spaced as follows:  
 4 wire - bottom wire 15 1/2-inches above ground, other spacing 11 1/2-inches.  
 5 wire - bottom wire 10-inches above ground, other spacing 10-inches.
  - Standard fencing will be designated by type, design of fabric, and/or number of barbed wires. Thus:  
 Type A-812-3B designates metal posts, 32-inch woven farm wire, and 3 barbed wires.  
 Type B-4B designates wood posts, 4 barbed wires.  
 Type C-720-4B designates combination of wood and metal posts, 26-inch woven farm wire, 4 barbed wires.
  - Concrete shall be class A or AA.
  - Manufacture steel line posts, I-sec, to tolerances and workmanship as provided in AASHTO M251.



NEVADA DEPARTMENT OF TRANSPORTATION  
 CHIEF ROAD DESIGN ENGINEER  
 SIGNED ORIGINAL ON FILE  
 ADAPTED 01/1999  
 REVISIONS 10/02/02  
 FENCE DETAILS  
 SPEC # 616.724  
 DETAIL NUMBER FC-1

**WOOD RODGERS**  
 BUILDING RELATIONS ONE PROJECT AT A TIME  
 1381 Corporate Boulevard  
 Reno, NV 89502  
 Tel: 775.823.4068  
 Fax: 775.823.4066

**MEGAN W. OVERTON**  
 CIVIL ENGINEER  
 Exp. 12/31/2023  
 No. 18669 (CIVIL)

DATE: MARCH, 2023  
 SCALE: AS SHOWN  
 DRAWN BY: LCS  
 DESIGNED BY: MIWO  
 CHECKED BY: MIWO

**U.S. 395/PARR BOULEVARD INTERCHANGE**

**CIVIL DETAILS**

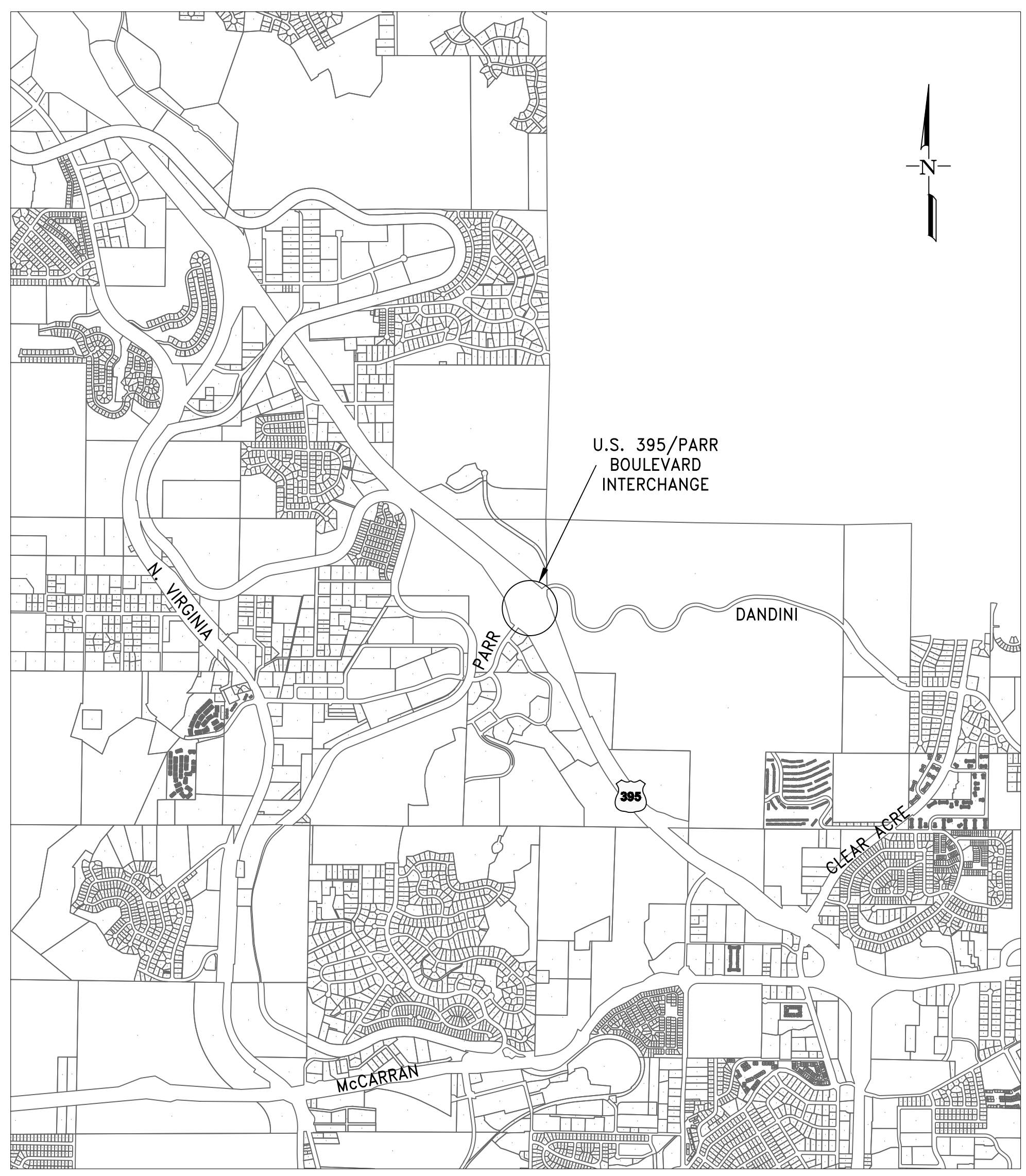
PROJECT NO. 3873005

DRAWING C-7

SHT 7 OF 7

NEW	EXISTING	
		NO. 7E PULL BOX
		NO. 9E PULL BOX
		TRAFFIC SIGNAL CONTROLLER CABINET
		TRAFFIC SIGNAL OR STREET LIGHT POLE
		CONDUIT
		METERED SERVICE
		POWER SOURCE
		VEHICLE SIGNAL HEAD
		BELL TYPE DETECTION CAMERA

ABB.	MEANING
AWG	AMERICAN WIRE GAUGE
BW	BACK OF WALK
DLC	DETECTOR LEAD IN CABLE
EG	EXISTING GROUND
EP	EDGE OF PAVEMENT
EX.	EXISTING
FFC	FRONT FACE OF CURB
FL	FLOW LINE
FYA	FLASHING YELLOW ARROW
FYG	FLUORESCENT YELLOW GREEN
IISNS	INTERNALLY ILLUMINATED STREET NAME SIGN
IMSA	INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION
LED	LIGHT EMITTING DIODE
MA	MAST ARM
MAX	MAXIMUM
MIN	MINIMUM
MMU	MALFUNCTION MANAGEMENT UNIT
OHP	OVERHEAD POWER
PB	PULLBOX
PCC	PORTLAND CEMENT CONCRETE
POE	POWER OVER ETHERNET
PPB	PEDESTRIAN PUSH BUTTON
SPEC	SPECIFICATION
SW	SIDEWALK
TBD	TO BE DETERMINED
TC	TOP OF CURB
TDC	TOP OF DEPRESSED CURB
TYP	TYPICAL



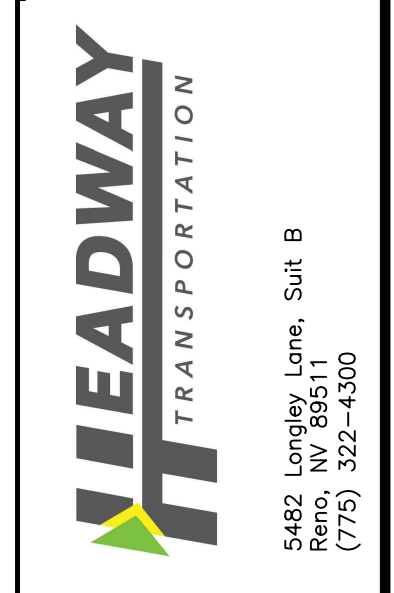
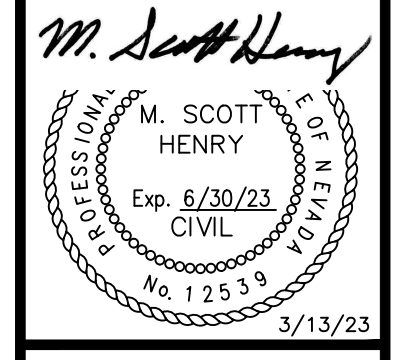
NTS

**SHEET INDEX:**

SHEET #	DRAWING DESCRIPTION
1	TITLE SHEET
TS1.0 TO TS1.3	NOTES, SPECIFICATIONS, & DETAILS
TS1.4	DEMOLITION PLAN
TS1.5 TO TS2.0	TRAFFIC SIGNAL PLANS
IC1.0	INTERCONNECT PLAN
SS1.0	SIGNING & STRIPING PLAN
TT1.0	TRUCK TURNING PATHS
ST1.0	SIGHT TRIANGLES
C-1	CIVIL NOTES
C-2	CIVIL DEMOLITION PLAN
C-3	CIVIL SITE-UTILITY PLAN
C-4	CIVIL GRADING PLAN
C-5 TO C-7	CIVIL DETAILS

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2023  
SCALE: H:  
DRAWN BY: MSH  
DESIGNED BY: MSH  
CHECKED BY: LEC



**TITLE SHEET**

PROJECT NO.  
21-067

SHEET  
1



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- THE PLANS/SPECIFICATIONS STRUCTURE SHALL BE AS FOLLOWS, IN ORDER OF HIERARCHY:  
THE PROJECT PLANS, SPECIFICATIONS, AND DETAILS, 2014 NDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SILVER BOOK), NDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, 2020, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (ORANGE BOOK), 2012 REVISION 8 EDITION, CITY OF RENO "TRAFFIC SIGNAL CONTROLLER CABINET SPECIFICATIONS" (2007).
- ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE NDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SILVER BOOK), 2014 EDITION, THE NDOT STANDARD PLANS FOR ROAD ROAD AND BRIDGE CONSTRUCTION, 2020 EDITION, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CURRENT EDITION, THE NATIONAL ELECTRIC CODE (NEC), AND THE NATIONAL ELECTRIC SAFETY CODE (NESC).
- THE PRECISE LOCATIONS OF UNDERGROUND UTILITIES ARE UNKNOWN, CALL FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO DIGGING AND PROCEED WITH CAUTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR AND/OR REPLACE ALL FACILITIES AND FEATURES DAMAGED BY THE CONTRACTOR'S ACTIVITIES, INCLUDING LANDSCAPING AND IRRIGATION SYSTEMS, TO THEIR PRE-CONSTRUCTION CONDITION AS DETERMINED BY THE ENGINEER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DOCUMENT AND NOTIFY THE ENGINEER OF DAMAGED EQUIPMENT AND/OR FACILITIES PRIOR TO BEGINNING WORK.
- CONCRETE FLATWORK SHALL BE REMOVED AND REPLACED, IN KIND, TO EXISTING JOINT LINES. TRENCHING THROUGH, AND PATCHING OF, SIDEWALK PANEL(S) OR CURB & GUTTER WILL NOT BE PERMITTED.
- ALL SIGNAL EQUIPMENT, HARDWARE, UNBROKEN PULL BOX LIDS, AND SIGNS REMOVED THROUGH THE COURSE OF WORK SHALL BE DELIVERED TO THE MAINTAINING AGENCY'S CORPORATE YARD.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL INCIDENTAL ITEMS AND PERFORM ALL WORK AS NECESSARY TO COMPLETE FULLY FUNCTIONAL TRAFFIC SIGNAL AND INTERCONNECT SYSTEMS. PAYMENT FOR INCIDENTAL ITEMS SHALL BE INCLUDED WITHIN THE BID ITEMS OUTLINED IN THE OFFICIAL BID SCHEDULE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROCESSING AND OBTAINING ALL SERVICE APPLICATIONS. COORDINATE ALL CONNECTIONS AND DISCONNECTIONS WITH NV ENERGY.
- AN NDOT PERMIT WILL BE REQUIRED. CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL PLANS FOR THE PERMIT RELEASE AND COMPLY WITH ALL CONDITIONS OF THE PERMITS, INCLUDING NIGHT WORK REQUIREMENTS AS APPLICABLE.
- A CITY OF RENO EXCAVATION AND ENCROACHMENT PERMIT (EE PERMIT) IS REQUIRED FOR THE PROJECT. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY ADDITIONAL FEES WHICH INCLUDE SIGNAL INSPECTION FEES. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS OF THE PERMIT.

FIBER OPTIC INTERCONNECT SYSTEM SPECIFICATIONS

- FIBER OPTIC CABLE SHALL BE TESTED PRIOR TO INSTALLATION AND CERTIFICATION TO THAT EFFECT SUPPLIED. THE CABLE MAY BE TESTED BY CITY OF RENO PERSONNEL AT THE CONTRACTOR'S EXPENSE, PRIOR TO ACCEPTANCE.
- ALL FIBER AT CONTROLLER CABINET END SHALL HAVE 50 FEET OF TAIL TO REACH THE FIBER SPLICING TRAILER.
- ALL FIBER RUNS SHALL HAVE A FIVE (5) FOOT LOOP COILED IN EACH PULL BOX.
- NO BENDS GREATER THAN SIX TIMES THE FIBER DIAMETER SHALL BE ACCEPTED.
- ALL CONDUITS SHALL HAVE A PULL STRING INSTALLED FOR FUTURE USE. MINIMUM TENSILE STRENGTH SHALL BE 500 LBS.
- ANY CONDUIT CONTAINING FIBER ONLY, SHALL HAVE AN ORANGE #14 LOCATE WIRE INSTALLED.
- THE CONTRACTOR WILL FURNISH AND INSTALL MODEMS, CORNING CABLE SYSTEMS, JUMPERS, MULTIMEDIA OUTLET BOXES, AND FIBER MODULES.
- THE CONTRACTOR WILL INSTALL ALL FIBER ENDS AND TERMINATE FIBER OPTIC CABLES IN THE CABINET.
- THE CONTRACTOR WILL TEST AND VERIFY FIBER CONNECTIVITY TO THE CENTRAL COMPUTER SYSTEM.
- THE CONTRACTOR SHALL FURNISH THE FOLLOWING PER CABINET:

FIBER CONVERTER:  
COMNET COMMUNICATIONS  
TRANSCEIVER PART #FVT10D1E  
RECEIVER PART #FVR10D1E

GATOR PATCH (CDCA):  
G620G012LRB-XX-0  
CONTRACTOR TO FIELD MEASURE NEEDED LENGTH (XX)  
SM ST TO LC 2 METER LENGTH FIBER JUMPER, QUANTITY (2 PER CABINET)

SIXNET FIBER MODEM WITH SFP (1 PER CABINET)

- ALL EQUIPMENT SHALL BE IN ACCORDANCE WITH CITY OF RENO "TRAFFIC SIGNAL CONTROLLER CABINET SPECIFICATIONS" AND CITY OF RENO "TRAFFIC SIGNAL FIBER OPTIC INTERCONNECT SPECIFICATIONS" EXCEPT AS SPECIFICALLY MODIFIED IN THESE PLANS.
- PROGRAMMING OF CONTROLLERS AND MMUs WILL BE PERFORMED BY CITY OF RENO STAFF ONLY. DELIVER CONTROLLERS AND MMUs TO CITY OF RENO TRAFFIC ENGINEERING AND OPERATIONS AT 1640 EAST COMMERCIAL ROW, RENO NV, AT LEAST TWENTY-ONE DAYS PRIOR TO SIGNAL TURN-ON. CONTACT TIM HENDRICKS AT (775) 657-4568 AT LEAST SEVEN DAYS PRIOR TO DESIRED PICK-UP FOR INSTALLATION.
- NOTIFY THE CITY OF RENO, KURT DIETRICH (775) 334-3334 AT LEAST 72 HOURS PRIOR TO BEGINNING WORK ON THE SIGNAL SYSTEMS AND PRIOR TO SIGNAL TURN-ONS.
- SIGNAL TURN-ONS SHALL BE SCHEDULED BETWEEN 5:00 AM AND 4:00 PM ON MONDAY THROUGH THURSDAY. COORDINATE WITH CITY OF RENO SIGNAL TECHNICIANS.
- ALL SIGNAL EQUIPMENT, HARDWARE, UNBROKEN PULL BOX LIDS, AND SIGNS REMOVED THROUGH THE COURSE OF WORK SHALL BE DELIVERED TO THE CITY OF RENO'S CORPORATE YARD.
- TRAFFIC SIGNAL CABINET SHALL BE NAZTEC TS2 TYPE 1 OR TYPE 2 SYSTEM READY CABINET WITH R-44 FOUNDATION PER DETAIL ON SHEET TS1.1 ALL NEW CABINETS SHALL HAVE 16 POSITION MAIN PANEL, FLASH TRANSFER RELAY MODULES FOR ALL PORTS, INCLUDE THE "D" PANEL AND "D" CABLE (D-CABLE ONLY REQUIRED FOR TS2 TYPE 1 CABINETS), HAVE ALL PLUG-INS, AND BE WIRED FOR EMERGENCY VEHICLE PREEMPTION (EVP).
- TRAFFIC SIGNAL CONTROLLER SHALL BE NAZTEC COMMANDER NT2, TYPE 2 NEMA AND NTCIP COMPLIANT CONTROLLER WITH ETHERNET. MALFUNCTION MANAGEMENT UNIT (MMU) SHALL BE: EDI MMU LCD WITH ETHERNET.
- METERED UNDERGROUND ELECTRICAL SERVICE SHALL BE TESCO CONTROLS MODEL 27-22BBS WITH PIGGY-BACK UPS BATTERY BACKUP SYSTEM OR APPROVED EQUAL. CONSTRUCT SERVICE CABINET FOUNDATION PER DETAIL ON SHEET TS1.1 AND MANUFACTURER'S BOLT PATTERN TEMPLATE. CABINET SHALL BE UL 508 RATED. METERED SERVICES SHALL HAVE OWNING AGENCY LABELS INDICATING CITY OWNERSHIP AND ADDRESS. SYSTEM SHALL HAVE AN EVENT COUNTER AND TIMER. UPS SYSTEM SHALL BE 24 VOLT PROVIDING A MINIMUM OF 2 HOURS OF FLASHING ALL RED. SEE INDIVIDUAL METERED SERVICE EQUIPMENT SCHEDULES FOR FURTHER DETAIL.
- SERVICE CONDUCTORS FROM METER TO CONTROLLER CABINET SHALL BE (3) #6 AWG THWN-2 OR LARGER. SEE CONDUIT & CONDUCTOR SCHEDULES ON SHEETS TS1.7 AND TS2.0.
- ALL SIGNAL POLES SHALL CONFORM TO NDOT STANDARD SPECIFICATIONS, INCLUDING BOLT CIRCLE DIMENSIONS, ANCHOR BOLTS, AND FOUNDATION DIMENSIONS.
- SIGNAL HEAD BRACKETS SHALL HAVE ADEQUATE EXTENSIONS TO ALLOW SIGNAL HEAD ADJUSTMENT/ROTATION FOR DIRECT ALIGNMENT TO THE STOP BAR AT THE VIEWING LANE.
- THE LOCATION OF NEW SIGNAL HEADS SHALL BE APPROVED BY THE ENGINEER AND OWNING AGENCY. SIGNAL HEAD TENONS SHALL BE FIELD WELDED, BY A CERTIFIED WELDER, AND LOCATED IN THE CENTER OF THE VIEWING LANE, UNLESS APPROVED OTHERWISE.
- SIGNAL CONDUITS SHALL BE 3" ID MINIMUM. SCHEDULE 40 PVC IS REQUIRED FOR ALL UNDERGROUND RUNS. INSTALL #12 AWG COPPER TRACER WIRE WITH 30-MIL POLYETHYLENE JACKET OR APPROVED EQUAL AND PULL ROPE IN ALL SPARE/EMPTY CONDUITS.
- SIGNAL CABLE SHALL CONFORM TO IMSA SPEC 19-1 OR 20-1 AND BE COLOR CODED PER SILVER BOOK SECTION 623.02.19. CABLES SHALL BE RUN FROM CONTROLLER TO POLE TERMINAL BLOCK WITHOUT SPLICING. IN-POLE CONDUCTORS PAST THE TERMINAL BLOCK SHALL BE INDIVIDUAL #14 AWG THHN/THWN-2 OR APPROVED EQUAL.
- ALL CABLES AND WIRING SHALL BE NEATLY LABELED USING A CONSISTENT METHOD AND NAMING CONVENTION TO BE APPROVED BY THE CITY OF RENO.
- ALL NEW PULL BOXES SHALL BE TRAFFIC RATED WITH LABELED METAL LIDS AND LIDS SHALL BE GROUNDED. SEE PULL BOX DETAIL ON SHEET TS1.3.
- PULL BOXES SHALL NOT BE INSTALLED IN PEDESTRIAN RAMPS WITHOUT THE ENGINEER'S APPROVAL.
- THE FINAL LOCATION OF ALL POLES, PULL BOXES, CABINETS, AND CONDUIT RUNS SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. CONDUIT RUNS SHOWN IN THE PLANS ARE SCHEMATIC FOR THE PURPOSE OF PLAN LEGIBILITY.
- A FACTORY REPRESENTATIVE FROM THE MANUFACTURER OF THE SIGNAL CABINET, CONTROLLER, AND MMU MUST BE PRESENT FOR ALL SIGNAL TURN-ONS.
- RETROREFLECTIVE MATERIALS FOR ALL SIGNAL POLE MOUNTED SIGNS SHALL BE 3M DIAMOND GRADE (DG3) WITH 3M CLEAR TRANSPARENT OVERLAY #1170 OR APPROVED EQUAL.
- ALL HARDWARE SHALL HAVE A BLACK FACTORY FINISH.

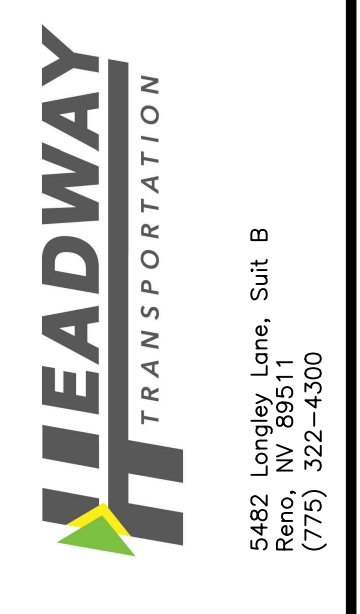
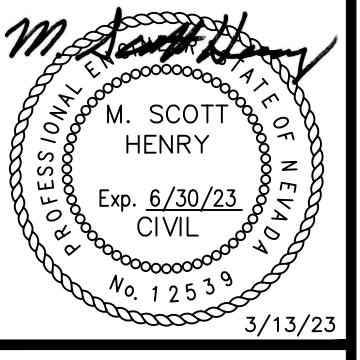
- VEHICULAR SIGNAL HEADS SHALL BE 12" DIAMETER LED MODULES WITH TINTED LENSES IN ACCORDANCE WITH ITE VTCSH-LED GUIDELINES. INDICATIONS SHALL INCLUDE "ALLnGAP" TECHNOLOGY. UTILIZE "GELCORE" RX11, "DIALITE" 433 SERIES, OR APPROVED EQUAL.
- ALL VEHICULAR HEADS SHALL HAVE "TUNNEL" VISORS WITH 4 INCH SLOT AT BOTTOM WITH LOUVERED BACK PLATES. HARDWARE SHALL BE ALUMINUM AND HAVE A BLACK FACTORY FINISH. INSTALL RETROREFLECTIVE STRIPS ON BACKPLATES PRIOR TO INSTALLATION.
- ALL NEW PEDESTRIAN PUSH BUTTONS SHALL BE 2" DIAMETER. UTILIZE POLARA INAVIGATOR 2 WIRE AUDIBLE PUSH BUTTON STATION (iN2 PBS) SYSTEM OR APPROVED EQUAL. NEW PUSH BUTTON STATIONS SHALL HAVE 9"x15" SIZE "POINTING FINGER" (R10-3E) SIGNS AND MUST HAVE CORRESPONDING STREET NAME IN BRAILLE OR RAISED PRINT. THE ARROW SHALL POINT IN THE SAME DIRECTION AS THE CROSSING AND THE SIGN SHALL BE ALIGNED WITH THE CROSSWALK.
- PEDESTRIAN SIGNAL INDICATIONS SHALL BE 16"x18" DIALIGHT OR GELCORE LED OR APPROVED EQUAL WITH COUNTDOWN DISPLAYS.
- LUMINAIRES SHALL BE CREE STRLWY-3M-HT-08-E-UL-SV-700-40K OR APPROVED EQUAL. PHOTOCCELL SHALL BE MOUNTED IN THE METERED SERVICE CABINET.
- PRE-EMPTION EQUIPMENT SHALL BE GLOBAL TRAFFIC TECHNOLOGIES (GTT) OPTICOM MODEL 721 DETECTORS (3 PER INTERSECTION) AND OPTICOM 138 DETECTOR CABLE, OR APPROVED EQUAL.
- BELL CAMERAS SHALL BE GRIDSMART GS 2 FISHEYE CAMERA VIDEO DETECTION SYSTEM WITH BICYCLE DETECTION MODULE AND SHALL INCLUDE ALL EQUIPMENT AND MATERIALS NECESSARY FOR A COMPLETELY FUNCTIONAL SYSTEM.
- DETECTION ZONES, INCLUDING ADVANCE DETECTION (NOT SHOWN ON THE PLANS) SHALL BE SET BY THE CITY OF RENO.

**SIGNAGE & STRIPING SPECIFICATIONS:**

- ALL NEW SIGNS SHALL BE 3M DIAMOND GRADE (DG3) WITH 3M CLEAR TRANSPARENT OVERLAY #1170 OR APPROVED EQUAL.
- UNLESS OTHERWISE SHOWN, SIGNS SHALL BE MOUNTED ON A PERFORATED SQUARE TUBE SIGN SUPPORT POST AT THE LOCATION SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
- THE SIGN POST LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE FOR DEPICTION OF THE SIGN TO BE PLACED. THE CONTRACTOR SHALL ARRANGE A MEETING WITH THE ENGINEER AT THE SITE TO VERIFY FINAL SIGN LOCATIONS AND MOUNTING METHOD PRIOR TO INSTALLATION.
- ALL MODIFICATIONS TO EXISTING SIGNS AND ALL NEW SIGN INSTALLATIONS SHALL PROVIDE 7' OF VERTICAL CLEARANCE BETWEEN THE GROUND AND BOTTOM OF LOWEST SIGN.
- ALL SIGNS SHALL BE MADE IN STRICT CONFORMANCE WITH THE MUTCD.
- SIGN INSTALLATION SHALL BE SECURE AND PERMANENT. ALL MOUNTING HARDWARE SHALL BE PROVIDED BY THE CONTRACTOR.
- LONGITUDINAL STRIPING SHALL BE WATERBORNE TRAFFIC PAINT. TRANSVERSE STRIPING AND SYMBOLS SHALL BE PREFORMED THERMOPLASTIC. THE LOCATION OF PAVEMENT MARKINGS SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

NO.	DESCRIPTION	DATE

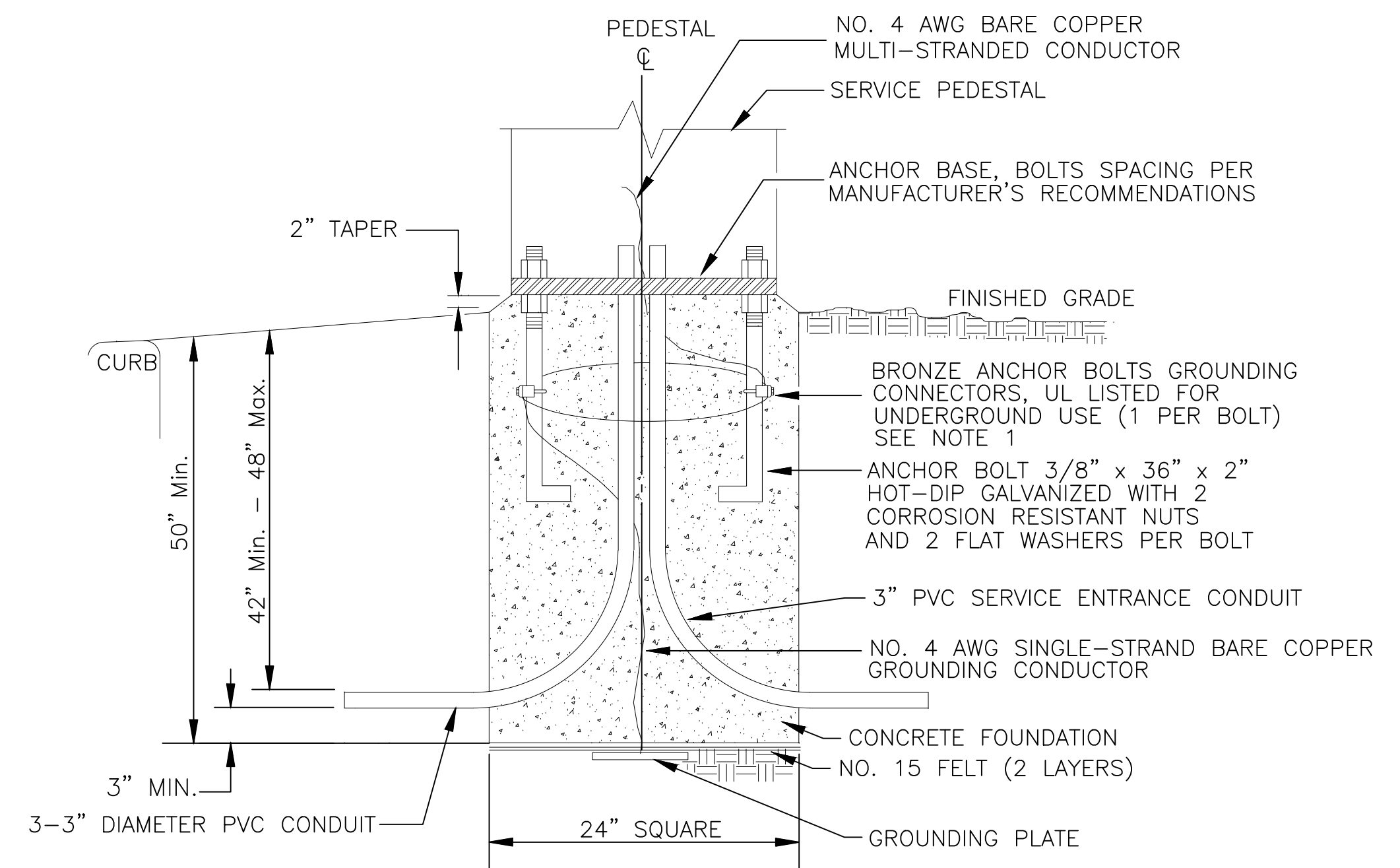
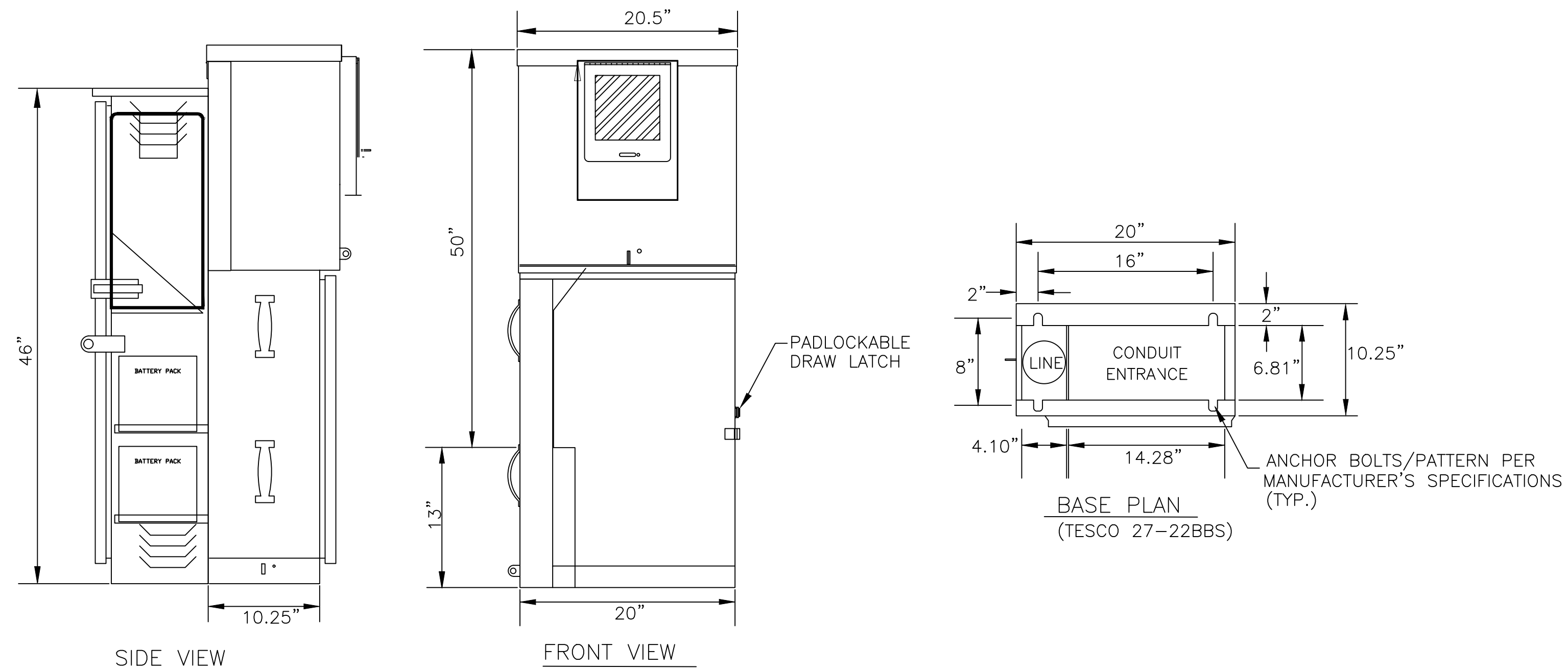
DATE: FEBRUARY 2023  
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DESIGNED BY: MSH  
CHECKED BY: LEC



**TRAFFIC SIGNAL  
NOTES & EQUIPMENT  
SPECIFICATIONS**

PROJECT NO.  
21-067  
SHEET  
TS1.0





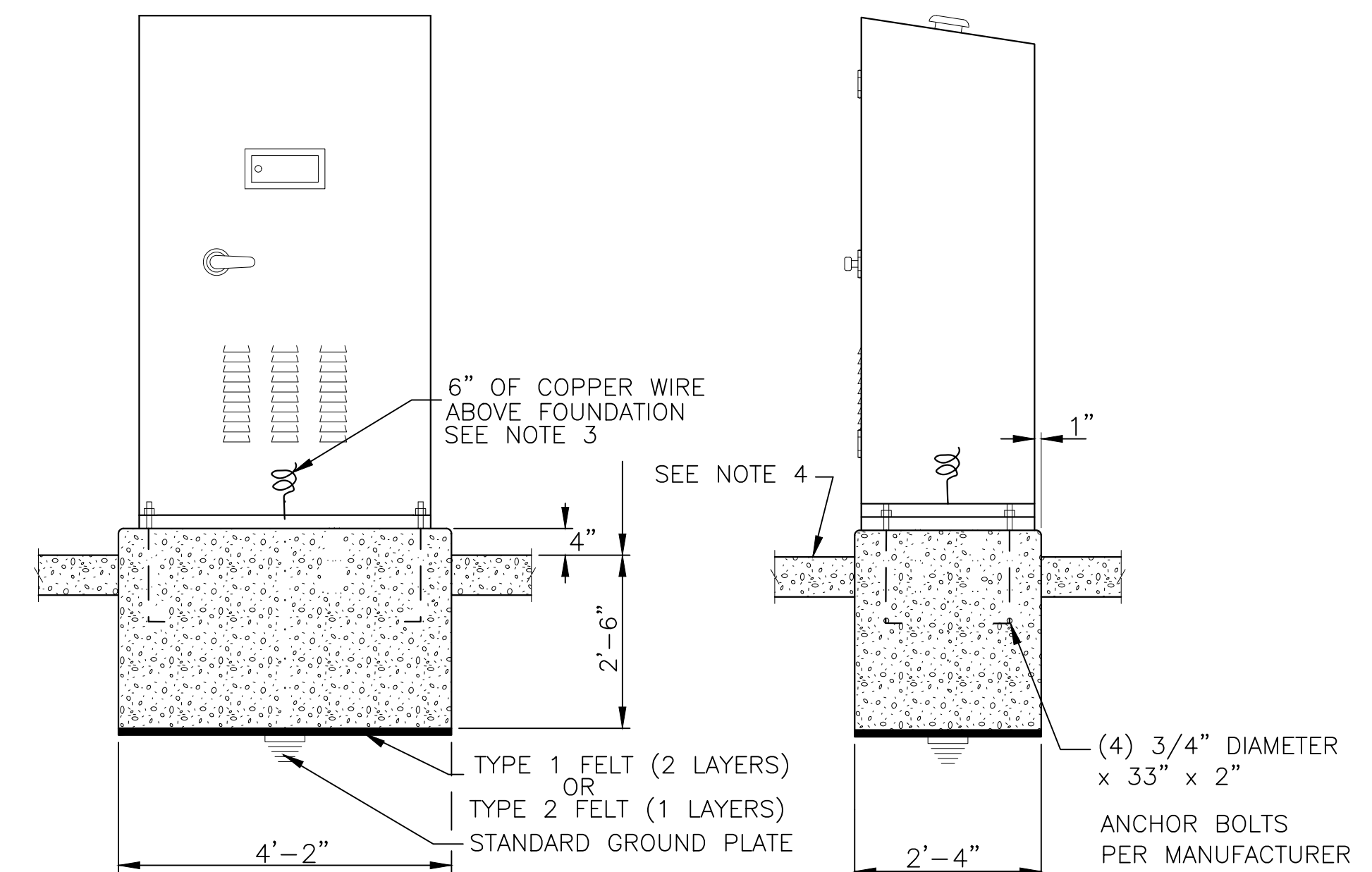
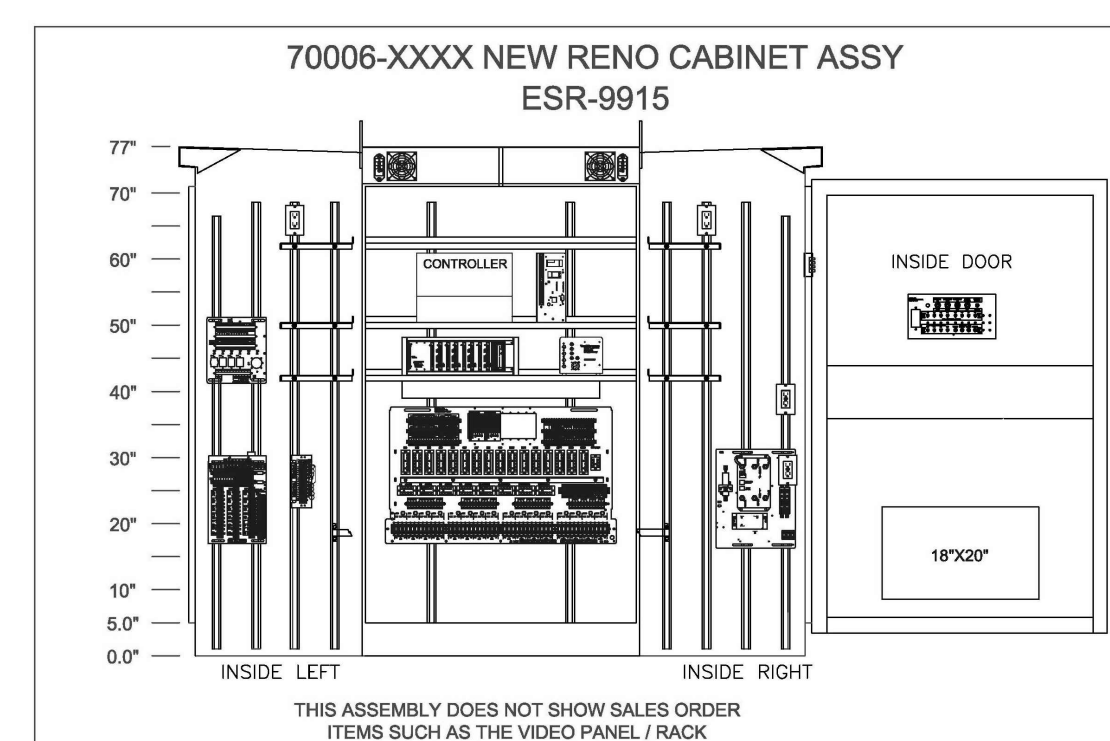
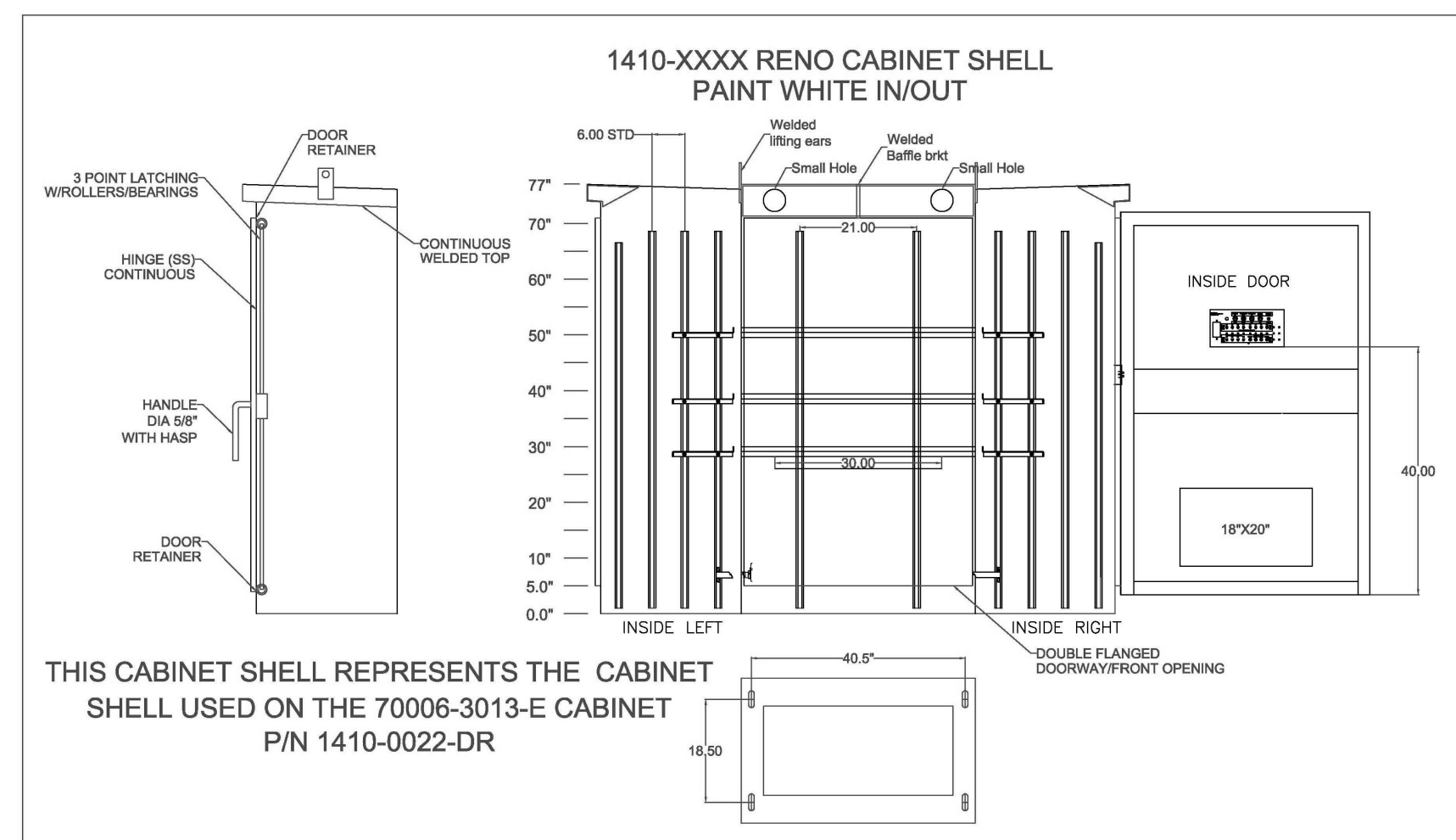
**NOTES:**

1. BARE COPPER GROUNDING SHALL BE LOOPED AROUND ANCHOR BOLTS ONE TIME AND CONNECTED TO EACH ANCHOR BOLT BEFORE CONTINUING DOWN TO THE GROUNDING PLATE.
2. CABINET COVERS SHALL BE PARALLEL WITH CURB.
3. IN AREAS WHERE ROW PERMITS, THE CONCRETE BASE SHALL BE PLACED AT THE BACK EDGE OF SIDEWALK.
4. CABINET COVERS SHALL OPEN TOWARD THE STREET WHEN CABINET IS LOCATED AT BACK OF WALK. CABINET COVER SHALL OPEN PARALLEL TO THE SIDEWALK FACING THE DIRECTION OF TRAFFIC WHEN LOCATED WITHIN THE SIDEWALK.
5. GROUND PLATE SHALL BE MADE OF NONFERROUS MATERIALS (TYPICALLY BRASS OR COPPER).

**SERVICE PEDESTAL FOUNDATION DETAIL**

FURNISH AND INSTALL CITY OF RENO STANDARD CABINET WITH THE FOLLOWING DIFFERENCES FOR TS2 TYPE 1 FORMAT:

1. TS2 TYPE 1 - 16 LOAD SWITCH BACKPANEL
2. ONE DETECTOR RACK WHICH WOULD INCLUDE:
  - 2.A. 1 BIU
  - 2.B. 16 CHANNELS OF DETECTION
  - 2.C. WIRED FOR 2 CHANNEL DETECTOR CARDS ONLY (NOT 4 CHANNEL)
  - 2.D. PREEMPTION CARD SLOTS WIRED FOR EITHER 2 - 2 CHANNEL PREEMPTION OR 1 - 4 CHANNEL PREEMPTION CARD
3. ALL EXISTING SWITCHES ON POLICE PANELS STAY THE SAME
4. ALL EXISTING SWITCHES ON THE INSIDE DOOR AUX PANEL STAY THE SAME EXCEPT FOR DETECTION TEST SWITCHES
5. LOOP INTERFACE PANEL HAVE TEST SWITCHES
  - 5.A. 16 VEHICLE DETECTOR TEST SWITCHES
  - 5.B. 4 PEDESTRIAN TEST SWITCHES
  - 5.C. 4 PREEMPTION TEST SWITCHES
6. ADD LED LIGHTING INSTEAD OF THE FLUORESCENT LIGHT UNDER THE DOCUMENT DRAWER
7. REMOVE THE INCANDESCENT LIGHT FIXTURE AT THE TOP AND REPLACE IT WITH LED LIGHTING AT THE TOP OF THE CABINET
8. REMOVE THE PUNCH DOWN TERMINAL BLOCK
9. TS2 TYPE 2 CONTROLLERS SHALL BE FURNISHED AND INSTALLED SO THE TYPE 1 CABINET NEEDS THE A/C POWER ADAPTER TO CONVERT IT FROM TYPE 1 TO TYPE 2
10. CABINET LAYOUT:
  - 10.A. KEEP THE POWER PANEL THE SAME
  - 10.B. KEEP THE SHELF PLACEMENT THE SAME
  - 10.C. KEEP THE HEIGHT OF THE PANEL MOUNTING THE SAME FROM THE FLOOR OF THE CABINET
  - 10.D. KEEP THE SAME FILTER OPENING SIZE
  - 10.E. SAME WHITE INSIDE AND OUT
  - 10.F. SAME HINGE
  - 10.G. SAME CABINET
11. OTHER MODIFICATIONS AS REQUIRED BY THE CITY OF RENO. CONTACT JOHN BAKER, CITY OF RENO, AT (775) 334-1270 TO CONFIRM REQUIREMENTS PRIOR TO ORDERING.



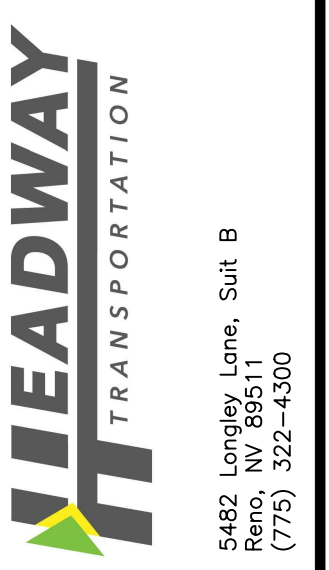
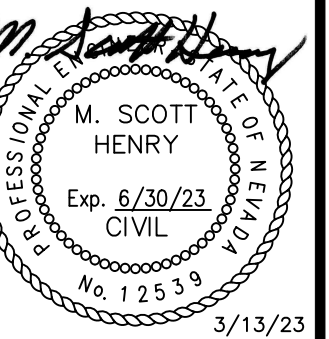
**NOTES:**

1. ALL CONDUITS SHALL EXTEND ABOVE FOUNDATION A MINIMUM OF 2" AND HAVE BELL ENDS INSTALLED PRIOR TO POURING FOUNDATION. CONDUITS SHALL BE A MINIMUM OF 2" APART.
2. ALL CABINETS SHALL BE PAINTED WHITE ON THE INSIDE AND OUTSIDE (FACTORY FINISHED).
3. 1/2" x 96" GROUND ROD MAY BE SUBSTITUTED IN LIEU OF COPPER WIRE.
4. WHEN NOT PLACED AT BACK OF SIDEWALK, A 4'-2" x 3' x 4" FRONT SLAB SHALL BE CONSTRUCTED IN FRONT OF THE CABINET DOOR. THE FRONT SLAB SHALL BE PLACED ON 3" OF TYPE 2, CLASS B CRUSHED AGGREGATE BASE. THE AGGREGATE BASE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION. THE TOP OF FRONT SLAB SHALL BE 4" BELOW THE TOP OF THE CABINET FOUNDATION AND NOT HAVE A SLOPE GREATER THAN 2.00% IN ANY DIRECTION.

**TYPE R-44 CABINET FOUNDATION DETAIL**

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2023  
 SCALE: H:  
 DRAWN BY: MSH  
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 CHECKED BY: LEC



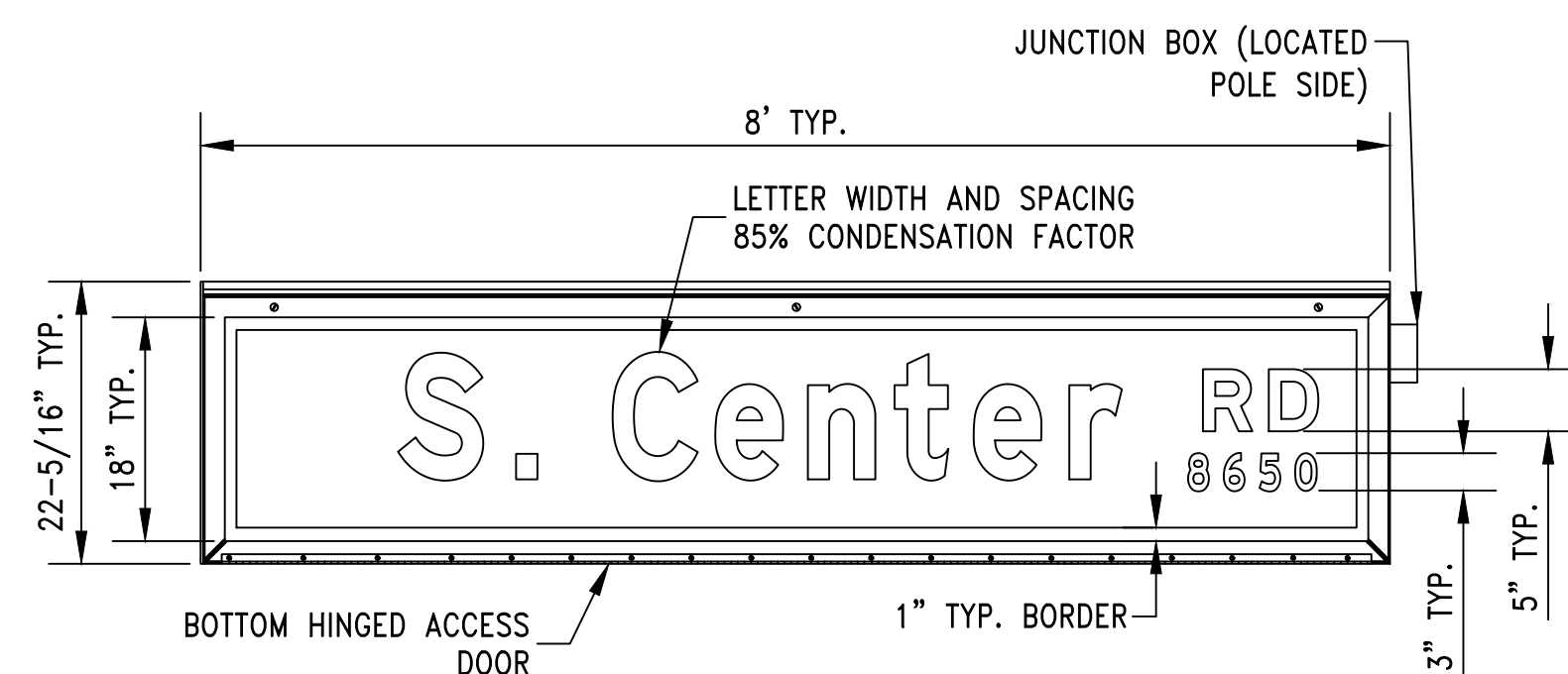
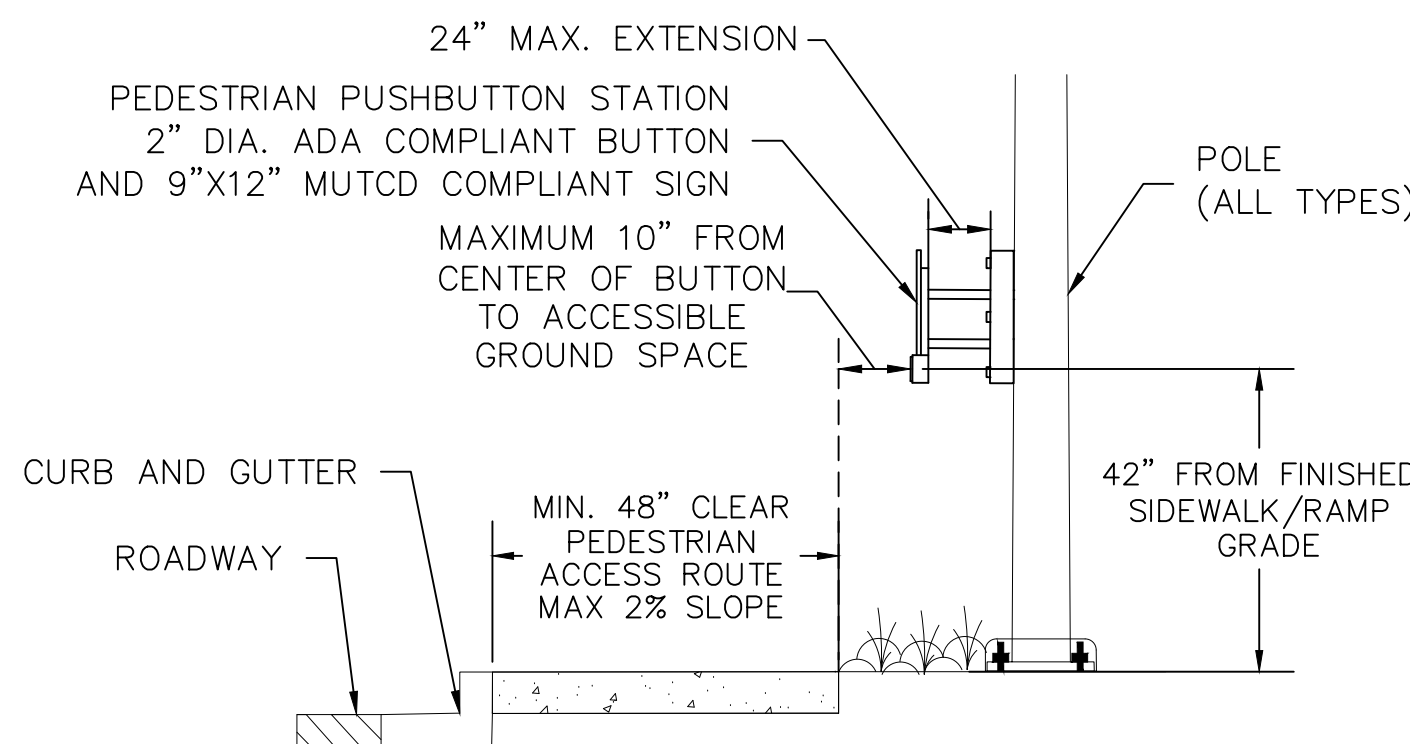
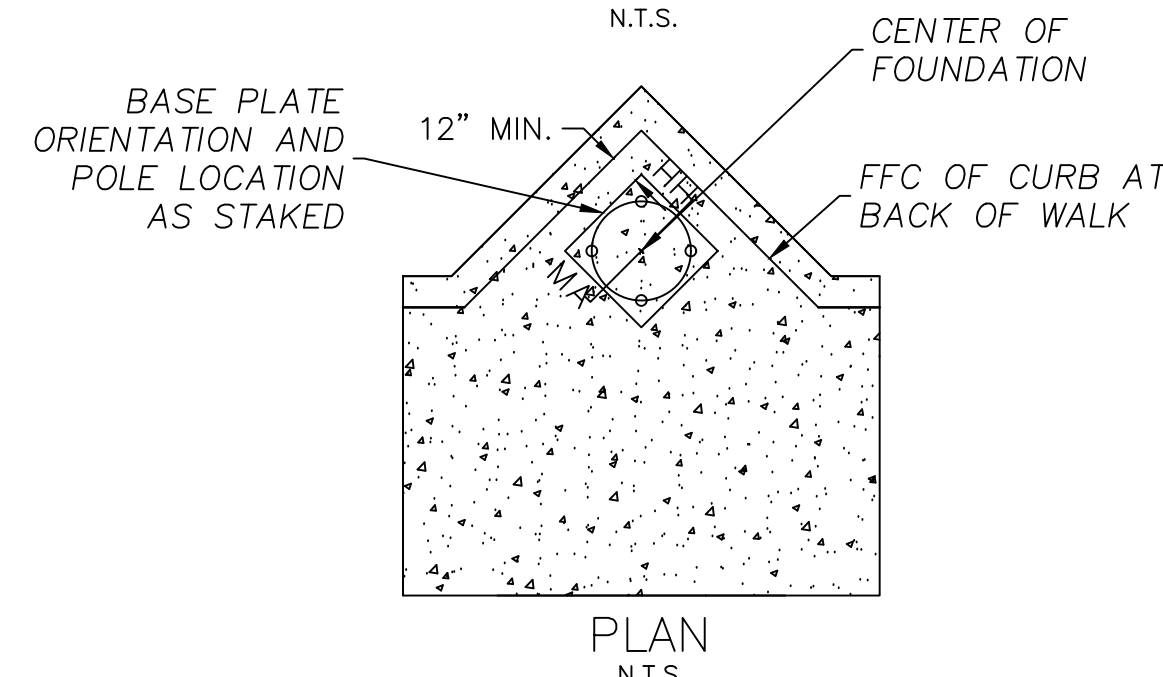
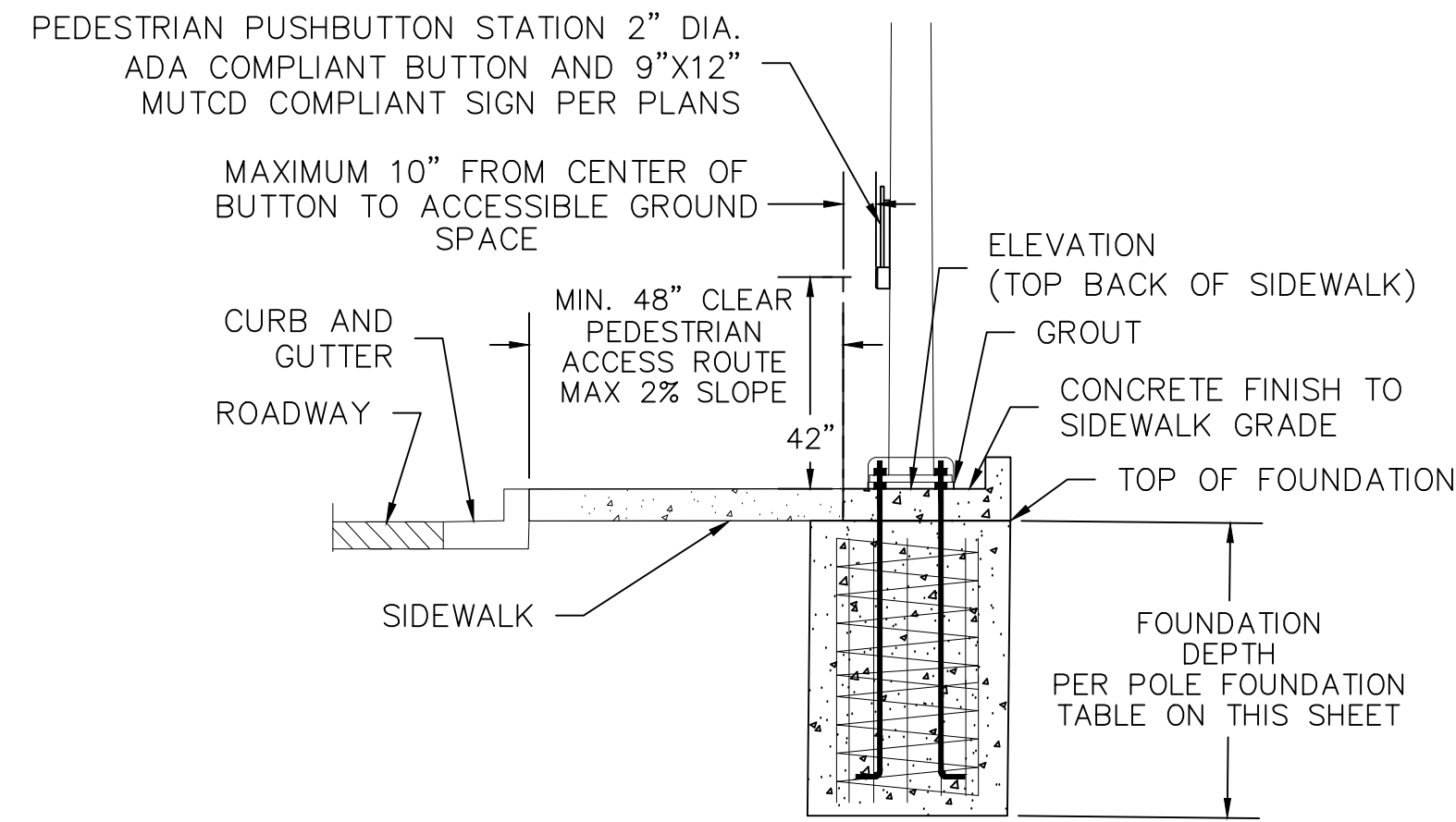
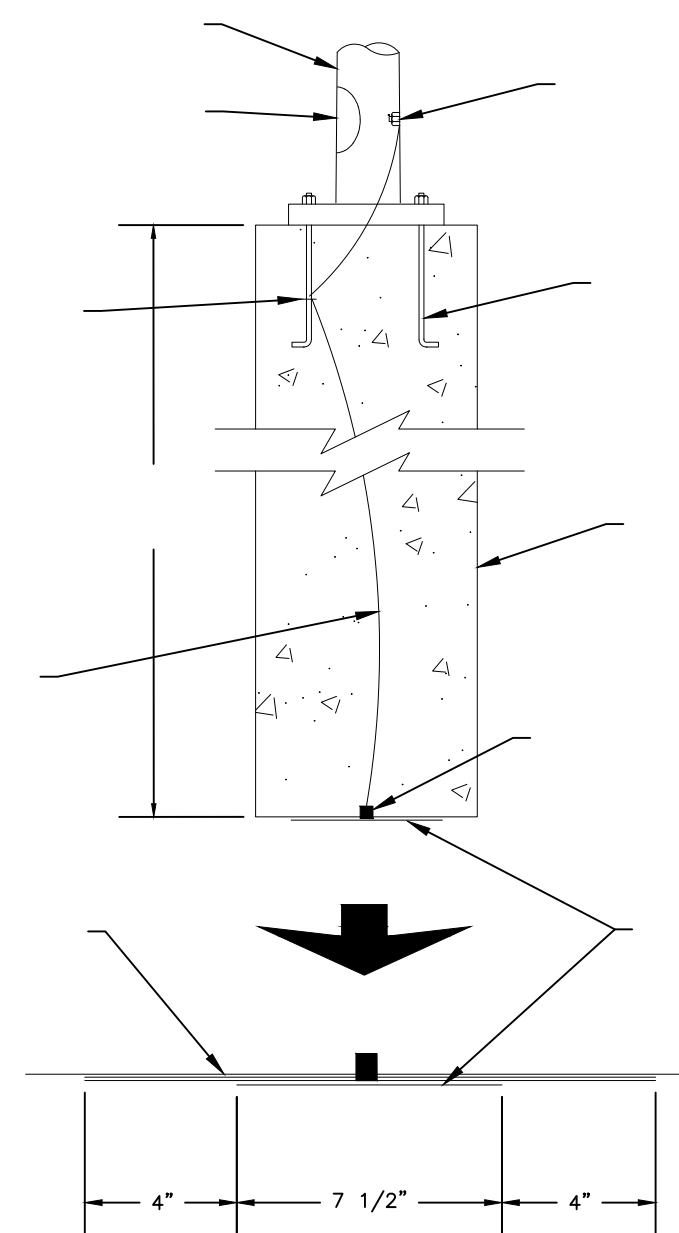
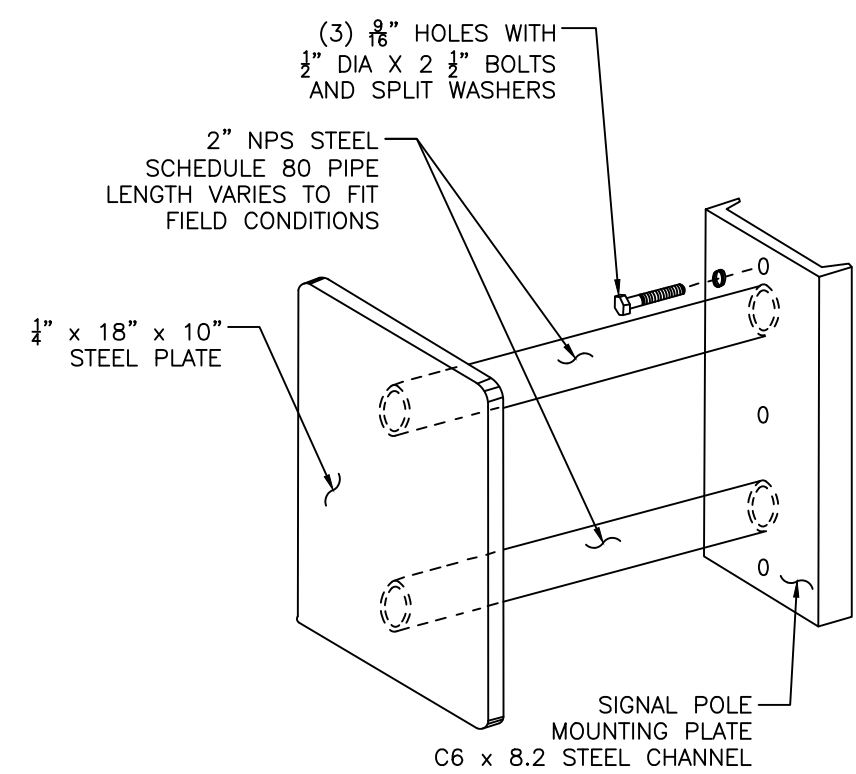
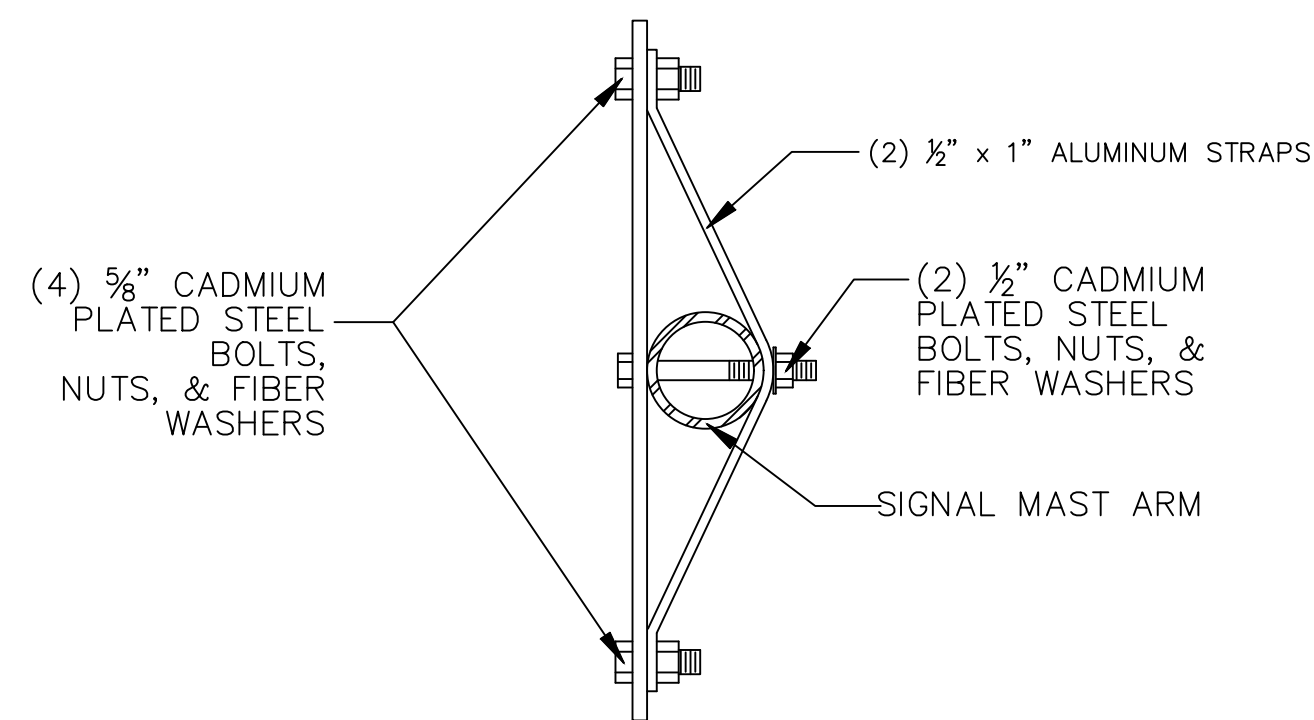
**DETAILS**

PROJECT NO. 21-067

SHEET TS1.1

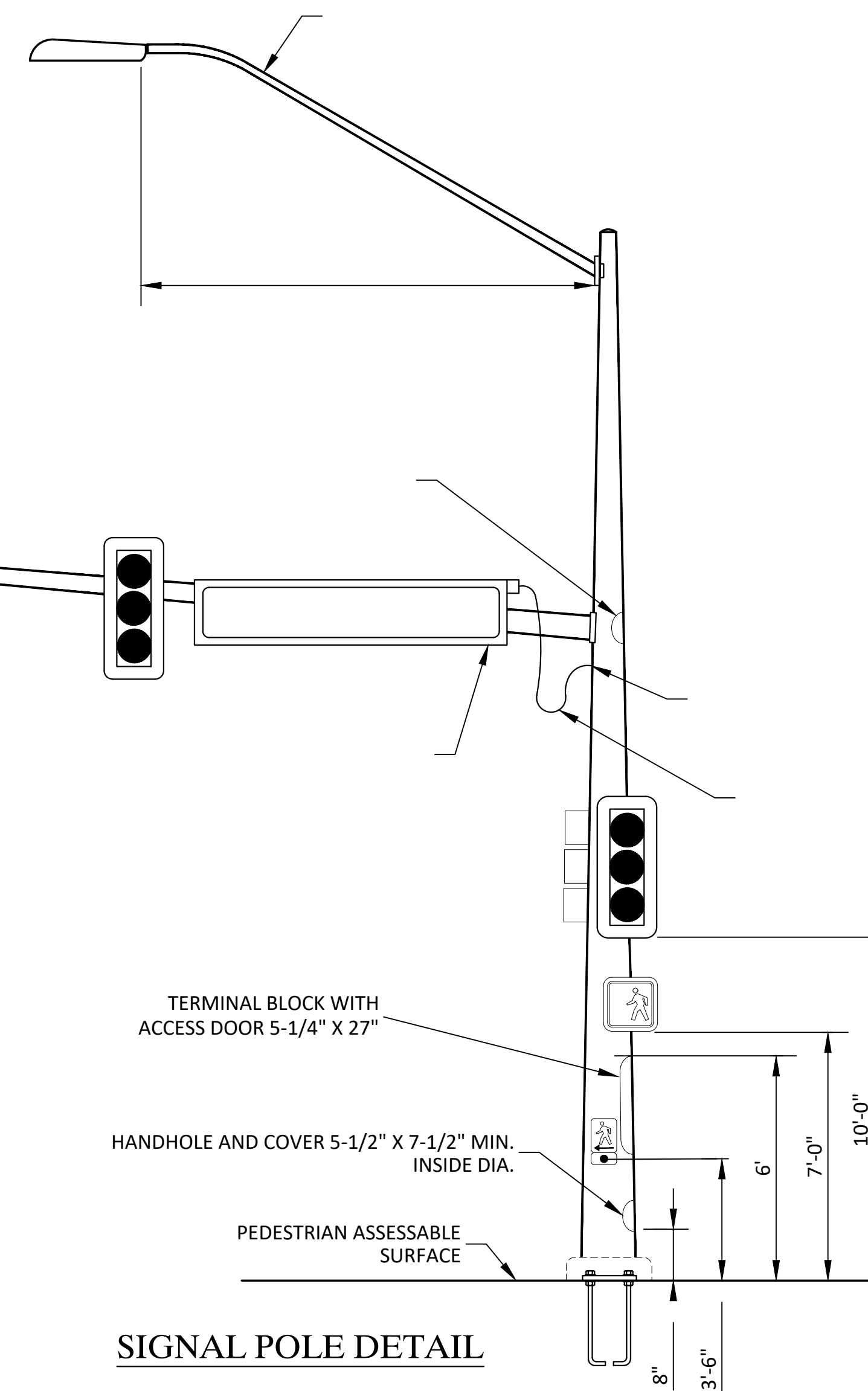
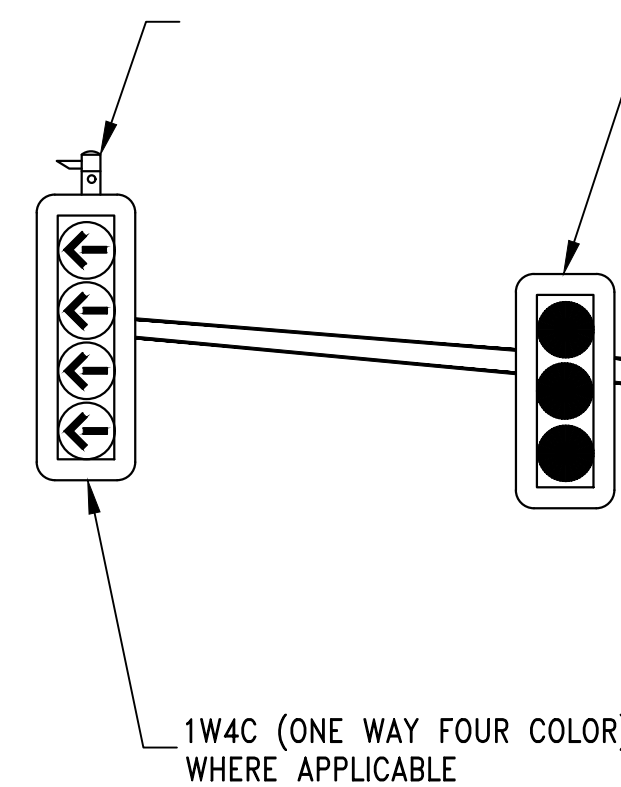


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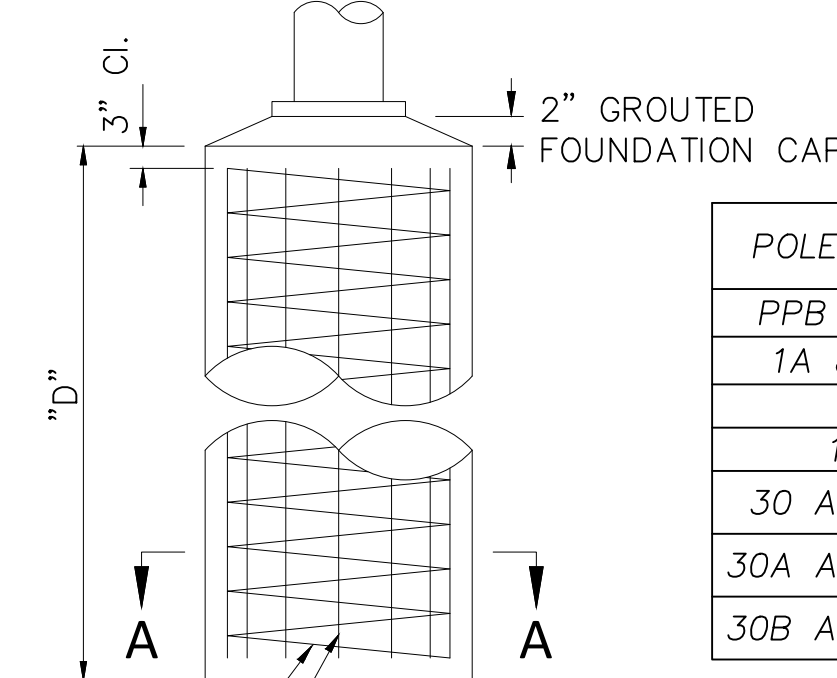


**NOTES:**

- SEE IISNS SCHEDULES FOR LEGENDS. ALL STREET NAME SIGNS SHALL BE 8 FOOT SINGLE FACED WITH CASE SENSITIVE LETTERING.
- SIGNS SHALL BE WIRED USING 16/3 SOOW OR SJ00W CABLE.



**SIGNAL POLE DETAIL**



NO. 4 SPIRAL AT 6" PITCH, ENDING WITH A 180° HOOK. LAPS SHALL OVERLAP 1 1/2 TURNS AND END WITH A 180° HOOK.

VERTICAL BARS EQUALLY SPACED SEE ①

NOTE: CONCRETE SHALL BE NDOT CLASS A OR AA.

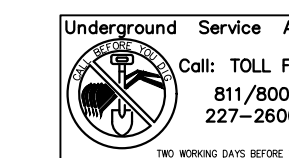
**SECTION A-A**

POLE TYPE	MAST ARM LENGTH	**"D"	**"W"	ANCHOR BOLTS (4 EACH)
PPB POST	N/A	1'-6"	1'-6"	3/8"x 12"x 2"
1A & 1B	N/A	3'	2'	3/4"x 18"x 4"
7	ALL	5'	2'-6"	*1"x 36"x 4"
14	ALL	5'	2'-6"	*1"x 36"x 4"
30 AND 35	≤ 45'	12'	3'	1 3/4"x 60"x 6"
30A AND 35A	≤ 60'	12'	3'	2"x 66"x 6"
30B AND 35B	≤ 85'	20'	4'	2 1/4"x 72"

- \*\* UNLESS OTHERWISE SHOWN ON PLANS.  
 \* NOT APPLICABLE WHEN MOUNTED ON STRUCTURES.  
 ① WHEN "W" = 2'-0" USE 4-NO. 5 BARS EQUALLY SPACED.  
 WHEN "W" = 2'-6" USE 8-NO.5 BARS EQUALLY SPACED.  
 WHEN "W" = 3'-0" USE 12-NO.7 BARS EQUALLY SPACED.  
 WHEN "W" = 4'-0" USE 16-NO.9 BARS EQUALLY SPACED.

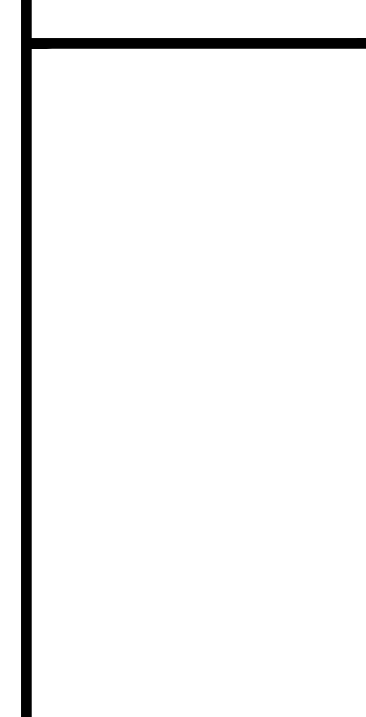
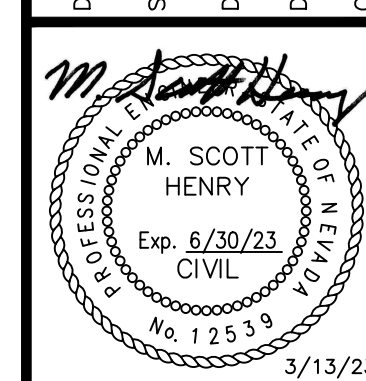
NOTE: EXCAVATIONS FOR POLE FOUNDATIONS MUST HAVE FIRM, COMPACT, STABLE WALLS AND SHALL NOT HAVE A DIAMETER MORE THAN TWO (2) FEET LARGER THAN THE PLAN SPECIFIED FOUNDATION DIAMETER FOR THE FULL FOUNDATION DEPTH. CONTRACTOR SHALL UTILIZE A DRILLING PROCESS AND EQUIPMENT THAT CONTAINS THE POLE FOUNDATION TO THE SPECIFIED SIZE. DRILLING OPTIONS MAY INCLUDE THE USE OF NDOT FLOWABLE FILL (ONE SACK SLURRY OR SIMILAR) FOLLOWED BY REDRILLING THE FLOWABLE FILL, DRILLING WITH ADDITIVES THAT STABILIZE THE WALLS OR OTHER DRILLING TOOLS/TECHNIQUES AS APPROVED BY THE ENGINEER. NO ADDITIONAL PAYMENT WILL BE MADE FOR SPECIAL DRILLING TECHNIQUES OR PROCESSES.

**POLE FOUNDATION DETAIL**

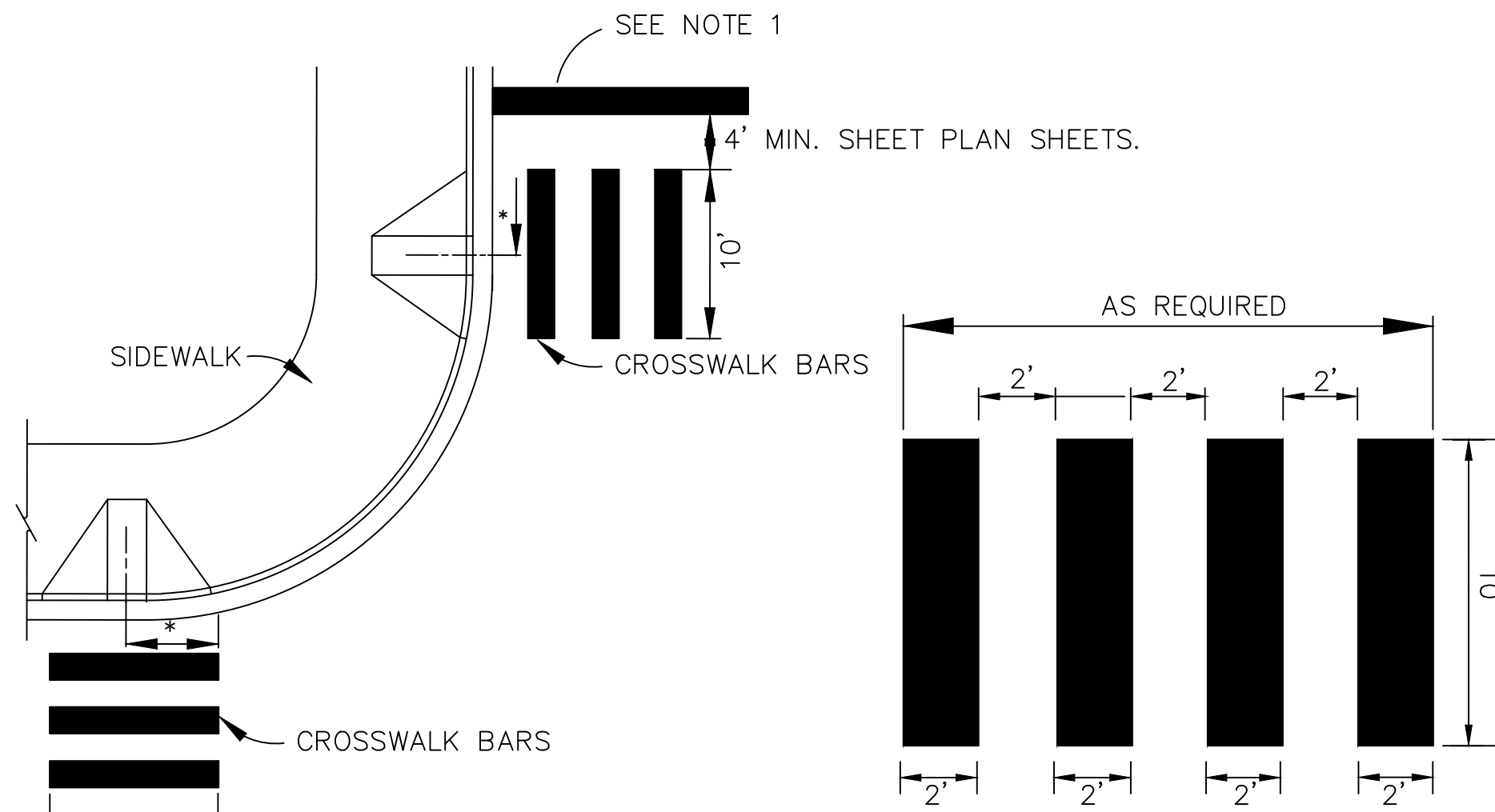


NO.	DESCRIPTION	DATE

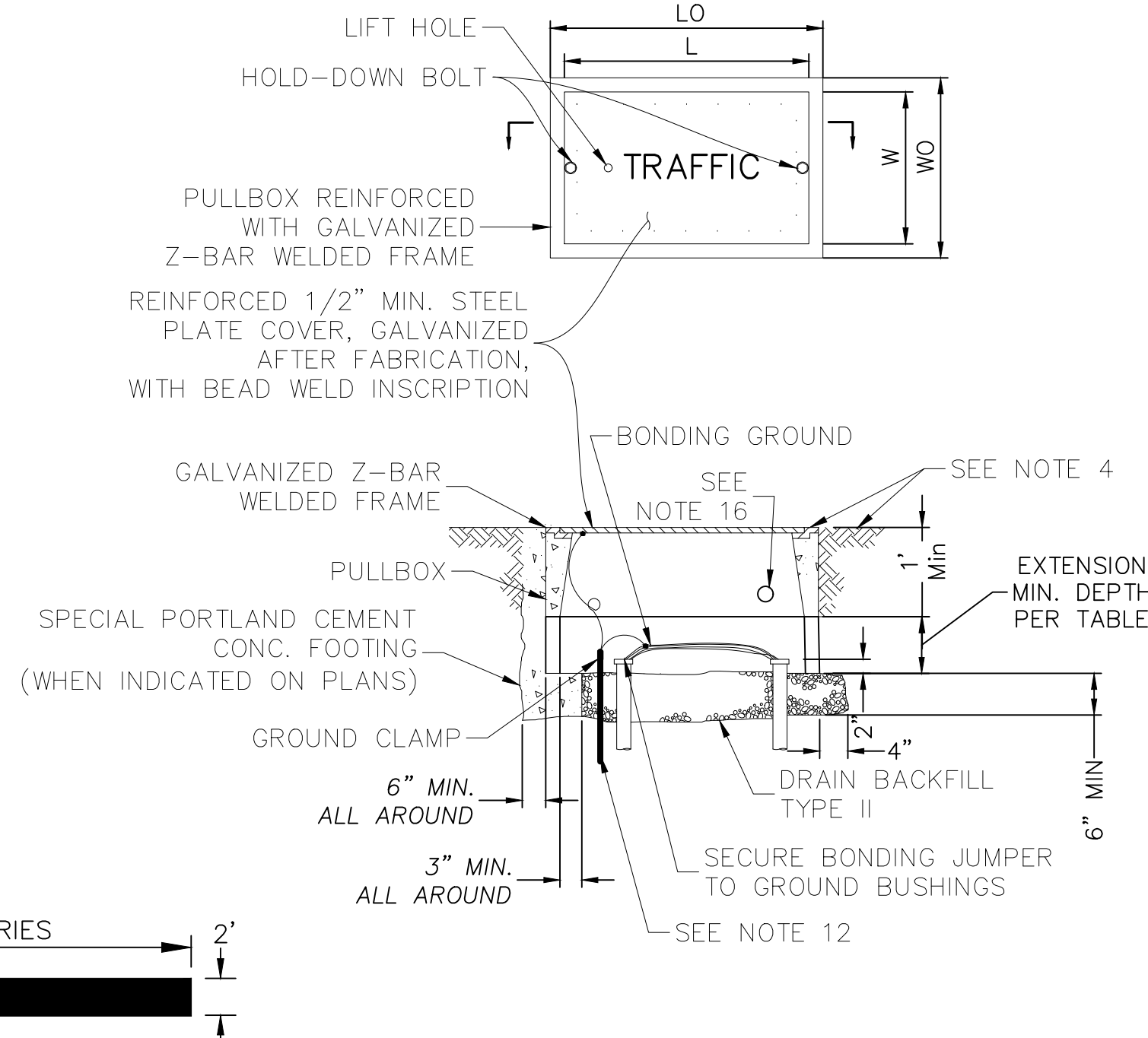
DATE: FEBRUARY 2023	SCALE: H:	V:	DESIGNED BY: MSH	CHECKED BY: LEC
			DRAWN BY: MSH	



PROJECT NO. 21-067
SHEET TS1.2



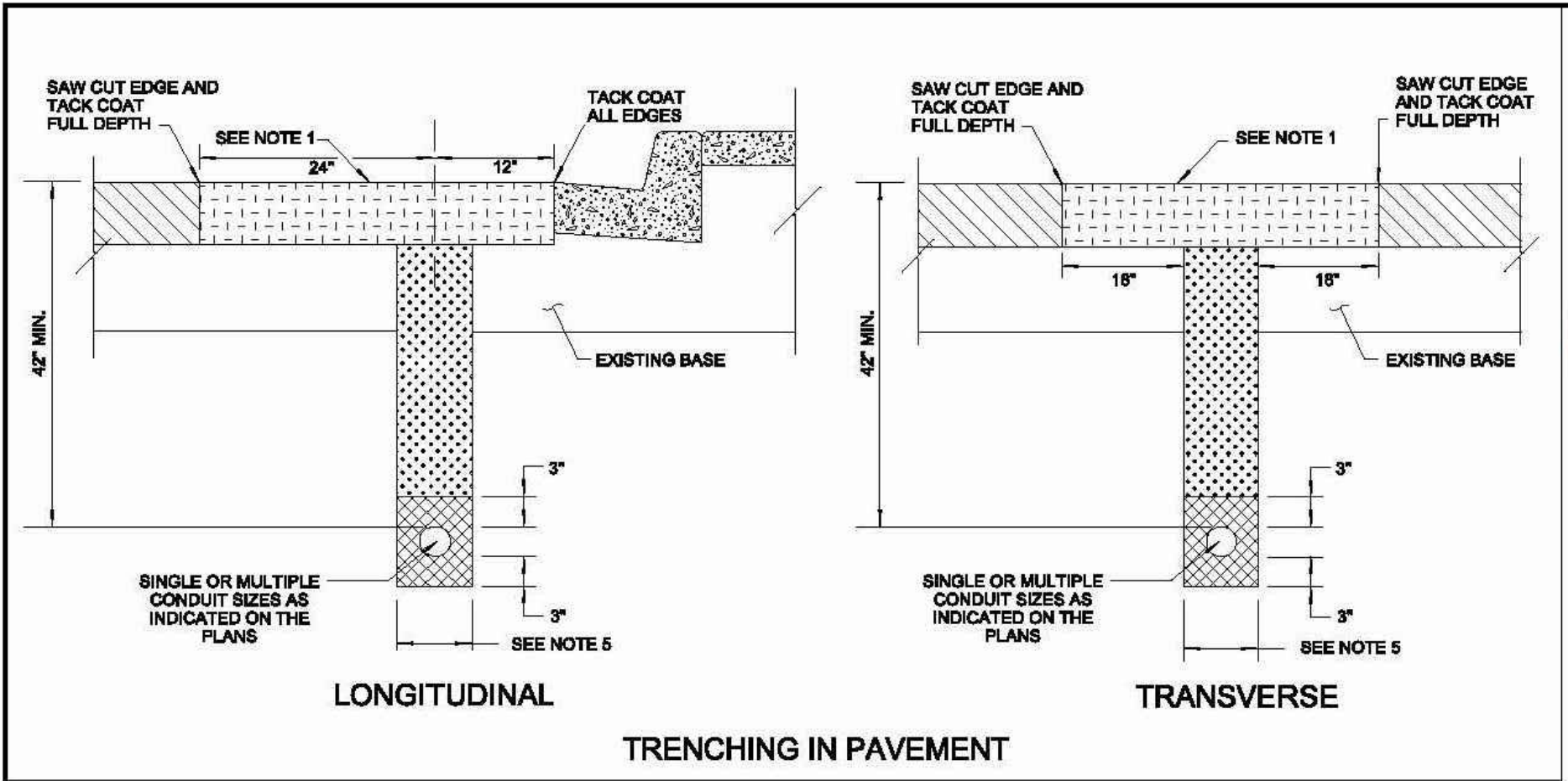
- NOTES:**
1. PLACE STOP BAR AS SHOWN ON PLANS.
  2. FIRST ARROW SHALL BE PLACED 8 FEET PRIOR TO THE STOP BAR.
  3. \*CENTER OF CURB RAMP TO BE CENTER OF CROSSWALK.



PULLBOX	CONCRETE BOX			STEEL COVER			EXTENSION
	LO	WO	Height	L	W	Edge Taper	Height
No. 3 1/2	19"±	12"±	12"±	14 1/2"±	8 3/4"±	None	12"
No. 5	25"±	15"±	12"±	20 1/2"±	10 1/2"±	None	12"
No. 7	35"±	22"±	12"±	30"±	17"±	None	12"
No. 9	52"±	35"±	24"±	47 3/4"±	30"±	None	12"

**NOTES FOR PULL BOXES:**

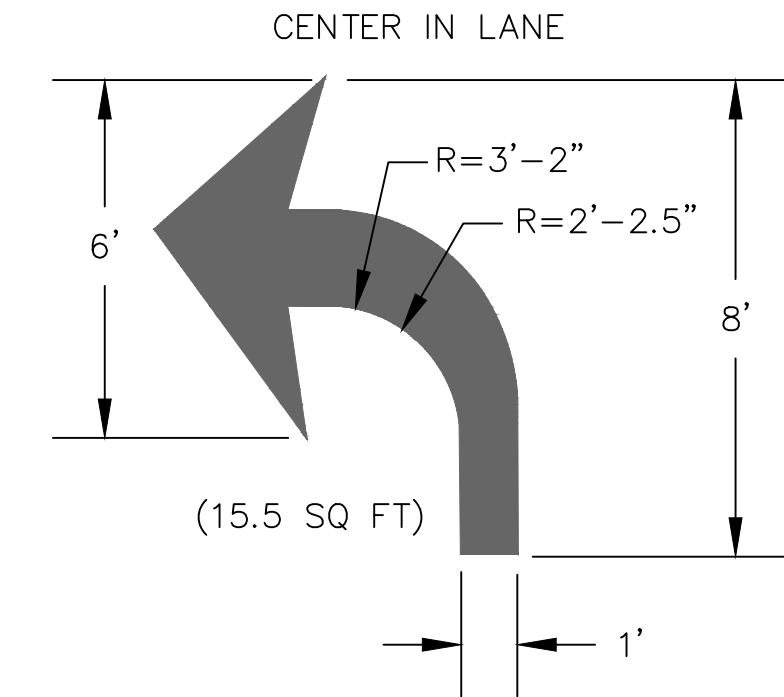
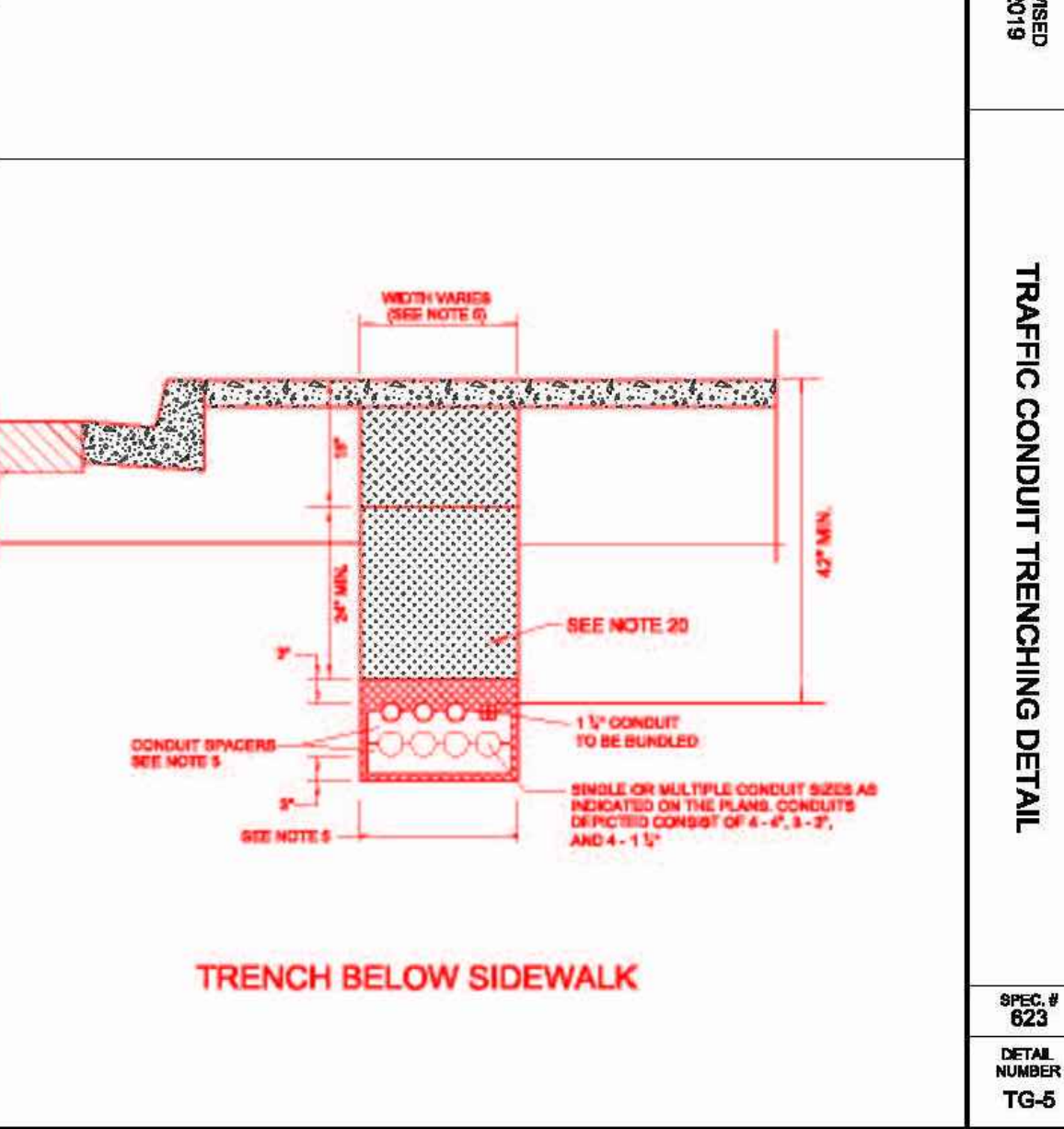
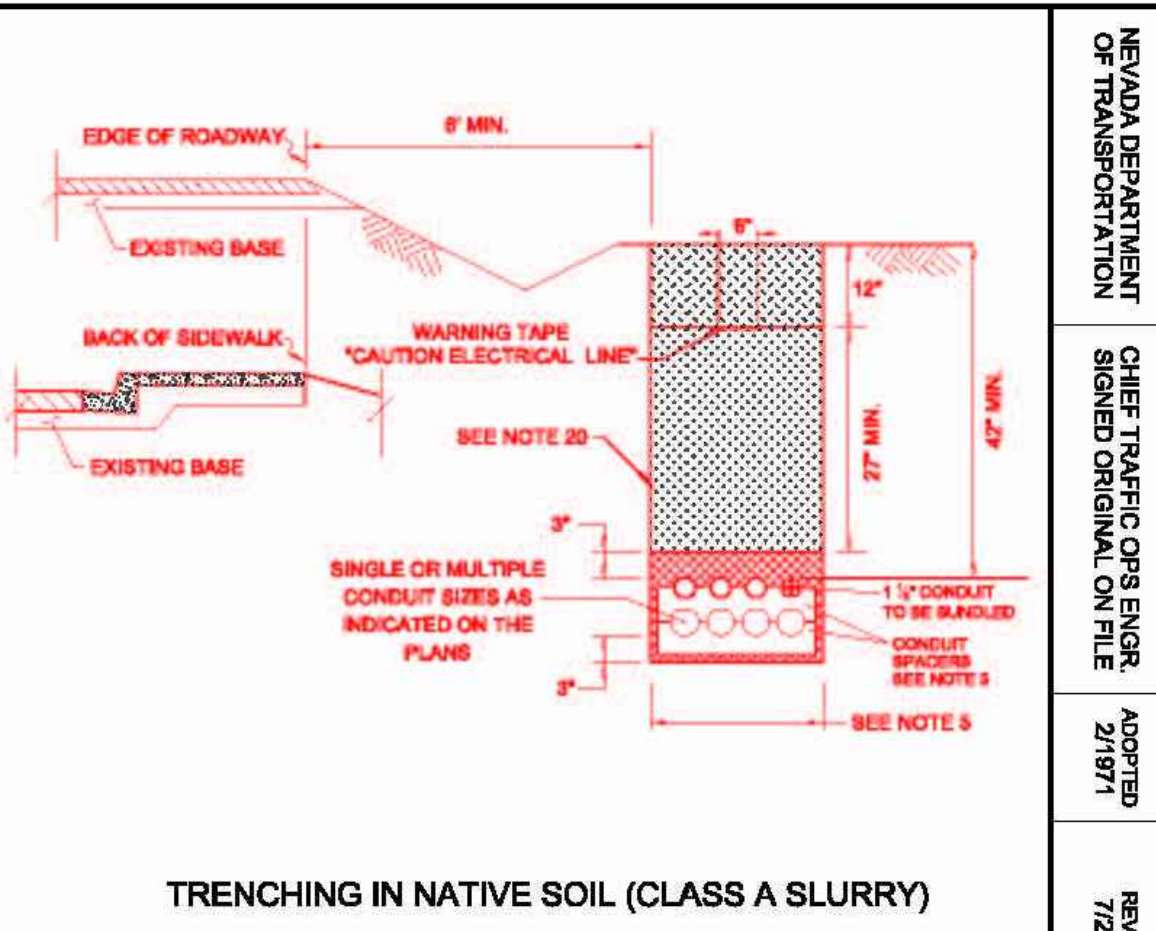
1. ALL PULL BOXES SHALL BE TRAFFIC RATED UNLESS SPECIFICALLY STATED OTHERWISE IN PLANS. ALL TRAFFIC RATED PULL BOXES SHALL BE HS-20 LOADING RATING PER AASHTO STANDARDS.
2. ALL PULL BOXES SHALL HAVE SLIP RESISTANT COVERS. STEEL COVERS SHALL HAVE EMBOSSED NON-SKID PATTERN AND BE SLIP-RESISTANT.
3. STEEL REINFORCING SHALL BE PER MANUFACTURERS REQUIREMENTS.
4. TOP OF PULL BOXES SHALL BE FLUSH WITH SURROUNDING GRADE OR TOP OF ADJACENT CURB, EXCEPT THAT IN UNPAVED AREAS WHERE PULL BOX IS NOT IMMEDIATELY ADJACENT TO AND PROTECTED BY A CONCRETE FOUNDATION, POLE OR OTHER CONSTRUCTION, THE BOX SHALL BE PLACED WITH ITS TOP 1-INCH ABOVE SURROUNDING GRADE. WHERE PRACTICABLE, PULL BOXES SHOWN IN THE VICINITY OF CURBS SHALL BE PLACED ADJACENT TO THE BACK OF CURB, AND PULL BOXES SHOWN ADJACENT TO STANDARDS SHALL BE PLACED ON SIDE OF FOUNDATION FACING AWAY FROM TRAFFIC. UNLESS OTHERWISE NOTED, WHEN PULL BOX IS INSTALLED IN SIDEWALK AREA, THE DEPTH OF THE PULL BOX SHALL BE ADJUSTED SO THAT THE TOP OF THE PULL BOX IS FLUSH WITH THE TOP OF THE SIDEWALK.
5. THE NOMINAL DIMENSIONS OF THE OPENING IN WHICH THE COVER SETS SHALL BE THE SAME AS THE COVER DIMENSIONS EXCEPT THE LENGTH AND WIDTH DIMENSIONS SHALL BE 1/8-INCH GREATER.
6. ALL COVERS AND BOXES SHALL BE INTERCHANGEABLE WITH NEVADA STANDARD MALE AND FEMALE GAGES. WHEN INTERCHANGED WITH A STANDARD MALE OR FEMALE GAGE, THE TOP SURFACES SHALL BE FLUSH WITHIN 1/8-INCH. TOP OUTSIDE EDGE OF ALL CONCRETE COVERS AND PULL BOXES SHALL HAVE A 1/4-INCH MINIMUM RADIUS.
7. PULL BOX SHALL NOT BE INSTALLED WITHIN THE BOUNDARIES OF NEW OR EXISTING CURB RAMP.
8. PULL BOXES FOR ELECTROLIERS AND SIGNAL STANDARDS SHALL BE LOCATED AT THE SAME STATION (+ 5-FOOT) AS THE ADJACENT ELECTROLIER OR SIGNAL STANDARD. PULL BOXES SHALL BE PLACED ADJACENT TO BACK OF CURB OR EDGE OF SHOULDER EXCEPT WHERE THIS IS IMPRACTICAL, A BOX MAY BE PLACED IN ANOTHER SUITABLE PROTECTED AND ACCESSIBLE LOCATION.
9. IN AREAS WHERE THE POSSIBILITY OF MATERIAL ERODING FROM AROUND THE PULL BOX EXISTS, THE PULL BOX SHALL BE PLACED IN DRAIN BACKFILL TYPE II - (2-FOOT DEPTH ON EACH SIDE AND 1-FOOT DEPTH), AS DIRECTED BY THE ENGINEER.
10. USE MODIFIED PULL BOXES ONLY WHEN INDICATED ON THE PLANS.
11. INSTALL CONDUIT PLUG ON EACH UNUSED CONDUIT OR INNERDUCT.
12. GROUND ROD - ALL METAL PULL BOX LIDS SHALL BE GROUNDED. INSTALL A STRANDED NO. 4 (GREEN, 7-STRAND) THW WIRE, 7- FEET IN LENGTH, FROM THE LID TO THE BONDING GROUND. FASTEN THE NO. 4 CONDUCTOR TO THE LID BY CAD WELDING. ALL PULL BOXES SHALL RECEIVE A GROUND ROD.
13. ALL CONDUITS SHALL HAVE A MINIMUM OF 6-INCH CLEARANCE FROM THE TOP OF THE CONDUIT TO THE COVER. SEAL ALL CONDUIT ENDS WITH A DUCT SEALING COMPOUND.
14. MODIFIED PULL BOX NO. 3 1/2, NO. 5, NO. 7, AND NO. 9 INCLUDE PULL BOX PLUS AT LEAST ONE EXTENSION.
15. GROUNDING RESISTANCE SHALL NOT EXCEED NEC. ADD ADDITIONAL GROUNDING AS NEEDED. SUPPLY FINAL GROUNDING TEST RESULTS TO THE ENGINEER.
16. THE CONTRACTOR SHALL INSTALL ELECTRONIC MARKER SYSTEM IN ALL BURIED PULL BOXES. INSTALL A RED (POWER INDUSTRY) MARKER FOR POWER PULL BOXES AND BLACK/ORANGE (CABLE TV AND COMMUNICATIONS) FOR ITS PULL BOXES.



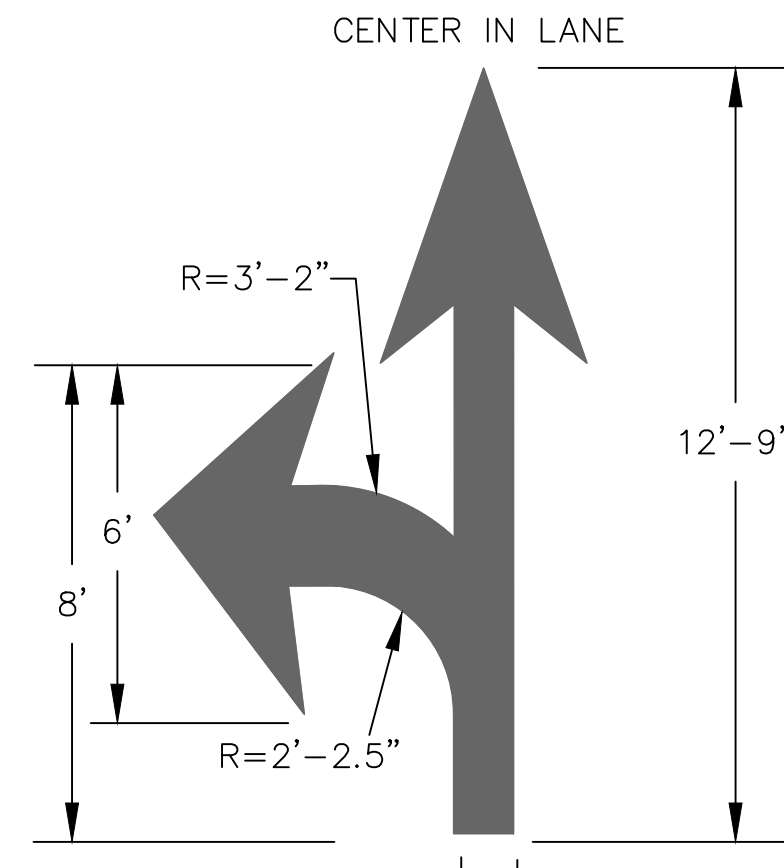
**LEGEND:**

- EXISTING PAVEMENT
- SAND BEDDING (SEE NOTE 14)
- BACKFILL
- LIMITS OF REMOVAL & REPAIR OF PAVEMENT
- CLASS A SLURRY CEMENT BACKFILL

- NOTES:**
1. Remove existing pavement and replace with new approved material of same type. Match existing structural section (including open grade) and existing pavement depth but not less than 6-inches, and seal new surface as directed by the Engineer.
  2. Recompact existing base material around trench to meet compaction requirements for that material type and location.
  3. New asphalt and concrete pavement material shall be approved by the Engineer and obtained from an approved source.
  4. Unless otherwise provided for in the base and surface summaries new pavement material and trenching shall not be paid for directly but included in the price for the conduit.
  5. Total trench width shall be 8-inches wider than the outside edges of manhole(s) installed (3-inches each side). Use conduit spacers to separate multiple conduits in trench by at least 1-inch. Place spacers at intervals of 5-feet maximum. Conduits shall be centered in trench.
  6. For trenching in a non-NDOT-owned facility, use the owner's standards for trenching, compaction, and patching.
  7. Longitudinal trenching in shoulder: If shoulder is 4-foot wide or less, remove all surface material from edge of oil to shoulder stripe and replace.
  8. Engineer may for good cause, require wider patch sections or otherwise alter the requirements.
  9. If saw cut is within 2-feet of an existing pavement edge or existing patch, remove existing pavement to that edge and replace entire section.
  10. If sawcut edges for trench fall within a wheel path, sawcut shall be extended to, and removal made to edge of the travel lane. Optionally the entire travel lane can be rebitumined to a depth of 2-inches and overlaid with 2-inches of bituminous plantmix as directed by the Engineer.
  11. Contractor shall be responsible for replacement of loop detectors, adjustments of utilities and survey monuments to grade and installation of temporary pavement markings.
  12. Permanent resurfacing shall not be placed on trenches backfilled with concrete slurry for a minimum of 7 days after placement of the concrete slurry or similar material. Provide temporary cover or backfill as directed by the Engineer.
  13. Use of rock wheel trenching machines or similar equipment may be permitted within paved areas or within 1-foot of the edge of paving, as directed by the Engineer.
  14. Sand bedding shall conform to gradation requirements in Subsection 706.03.03.
  15. If installing underground electrical facilities or supplies, refer to NAC 408.447 and 408.453.
  16. Slurry backfill in accordance with Section 207 if within the roadside slope or ditches.
  17. Conduit couplings shall be staggered.
  18. Detectable pull tape shall be installed inside all conduits.
  19. Return disturbed area to match existing grade.
  20. Native backfill acceptable when specified on plans or approved in writing by the Engineer. Native backfill shall not contain rocks larger than 3-inches.



**TURN ARROW DETAIL**



**LEFT/STRAIGHT ARROW DETAIL**

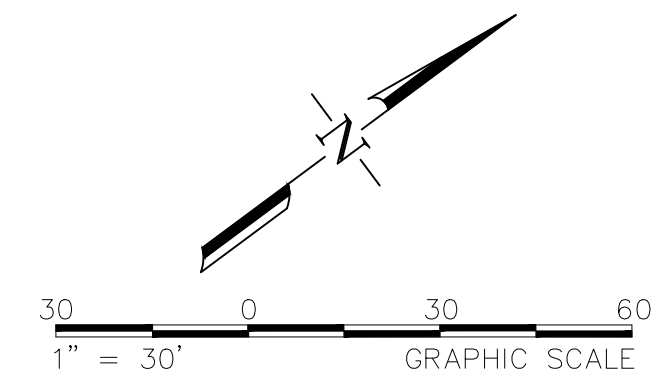
NEVADA DEPARTMENT OF TRANSPORTATION  
 CHIEF TRAFFIC OPS ENGR.  
 SIGNED ORIGINAL ON FILE  
 2/19/11  
 7/20/19  
 TRAFFIC CONDUIT TRENCHING DETAIL  
 SPEC. # 623  
 DETAIL NUMBER TG-5

DATE: FEBRUARY 2023	SCALE: H	V:	DRAWN BY: MSH	DESIGNED BY: MSH	CHECKED BY: LEC	NO.	DESCRIPTION	DATE
582 Longley Lane, Suite B Reno, NV 89509 (775) 322-4300								
<b>DETAILS</b>								
PROJECT NO. 21-067 SHEET TS1.3								

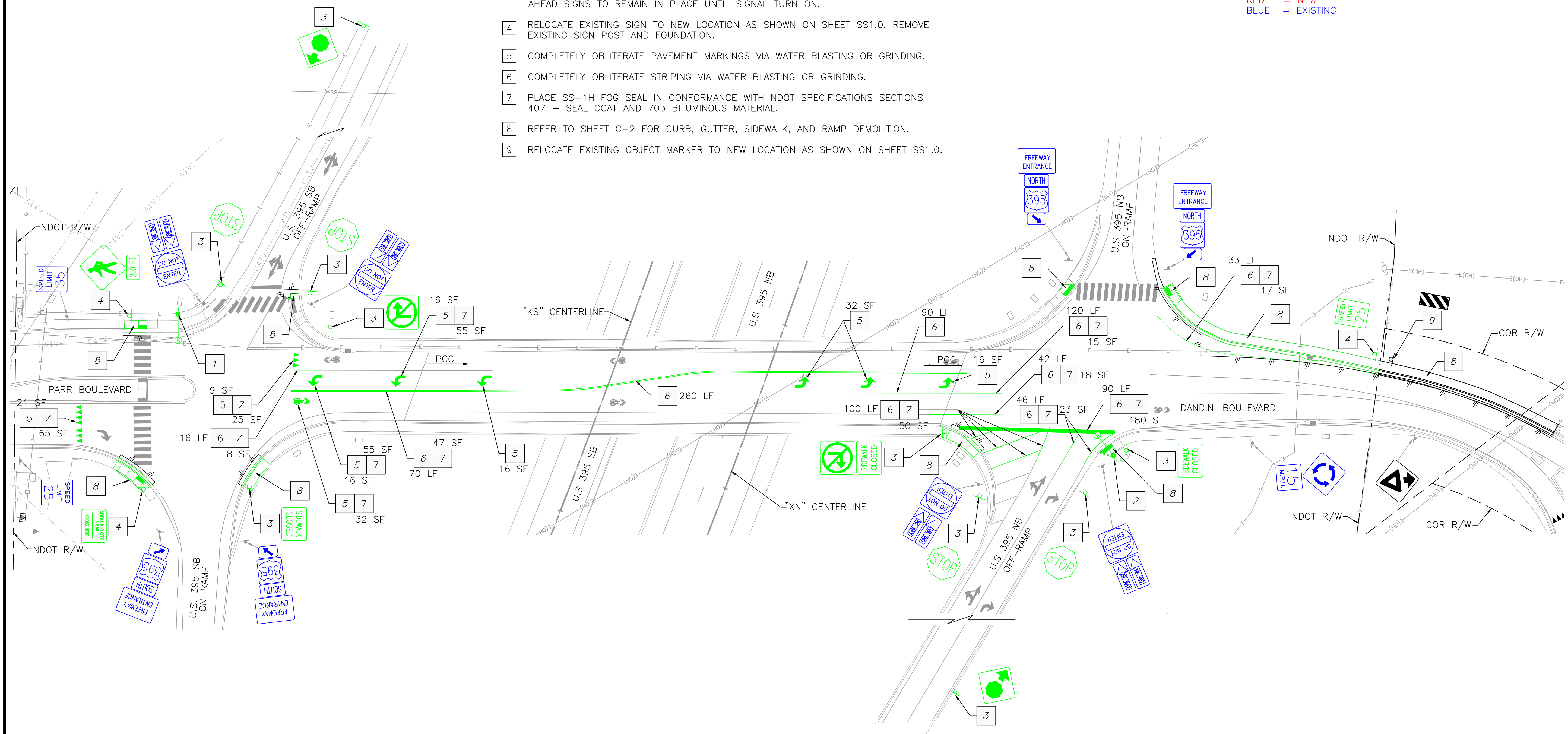




- 1 RELOCATE EXISTING STREET LIGHT POLE TO NEW LOCATION AS SHOWN ON SHEET TS1.6 (POLE E). REMOVE POLE FOUNDATION. REMOVE EXISTING CONDUIT AND CONDUCTORS BETWEEN POLE AND PULL BOX.
- 2 RELOCATE EXISTING STREET LIGHT POLE TO NEW LOCATION AS SHOWN ON SHEET TS1.9 (POLE D). REMOVE POLE FOUNDATION. REMOVE EXISTING CONDUIT AND CONDUCTORS BETWEEN POLE AND PULL BOX.
- 3 REMOVE SIGN, POST AND FOUNDATION. SALVAGE SIGN, POST, AND HARDWARE TO NDOT. CONTRACTOR TO COORDINATE WITH NDOT STAFF. STOP SIGNS AND STOP AHEAD SIGNS TO REMAIN IN PLACE UNTIL SIGNAL TURN ON.
- 4 RELOCATE EXISTING SIGN TO NEW LOCATION AS SHOWN ON SHEET SS1.0. REMOVE EXISTING SIGN POST AND FOUNDATION.
- 5 COMPLETELY OBLITERATE PAVEMENT MARKINGS VIA WATER BLASTING OR GRINDING.
- 6 COMPLETELY OBLITERATE STRIPING VIA WATER BLASTING OR GRINDING.
- 7 PLACE SS-1H FOG SEAL IN CONFORMANCE WITH NDOT SPECIFICATIONS SECTIONS 407 - SEAL COAT AND 703 BITUMINOUS MATERIAL.
- 8 REFER TO SHEET C-2 FOR CURB, GUTTER, SIDEWALK, AND RAMP DEMOLITION.
- 9 RELOCATE EXISTING OBJECT MARKER TO NEW LOCATION AS SHOWN ON SHEET SS1.0.

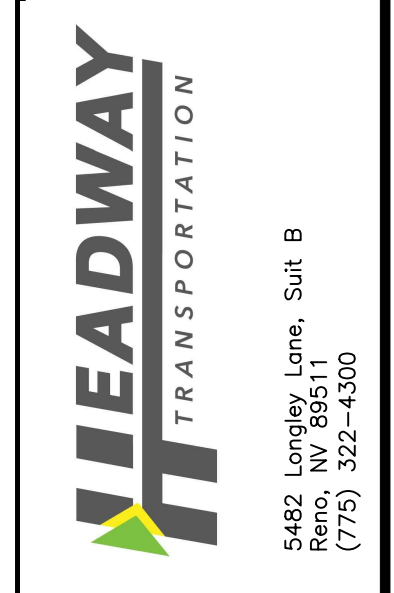
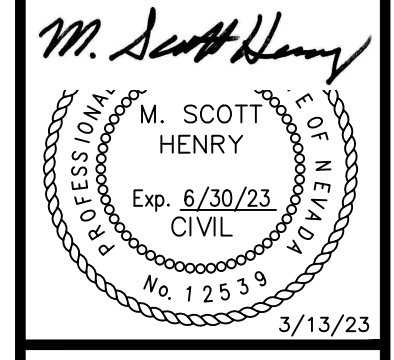


NOTE: GREEN = REMOVE/ABANDON/RELOCATE  
 RED = NEW  
 BLUE = EXISTING



NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2023  
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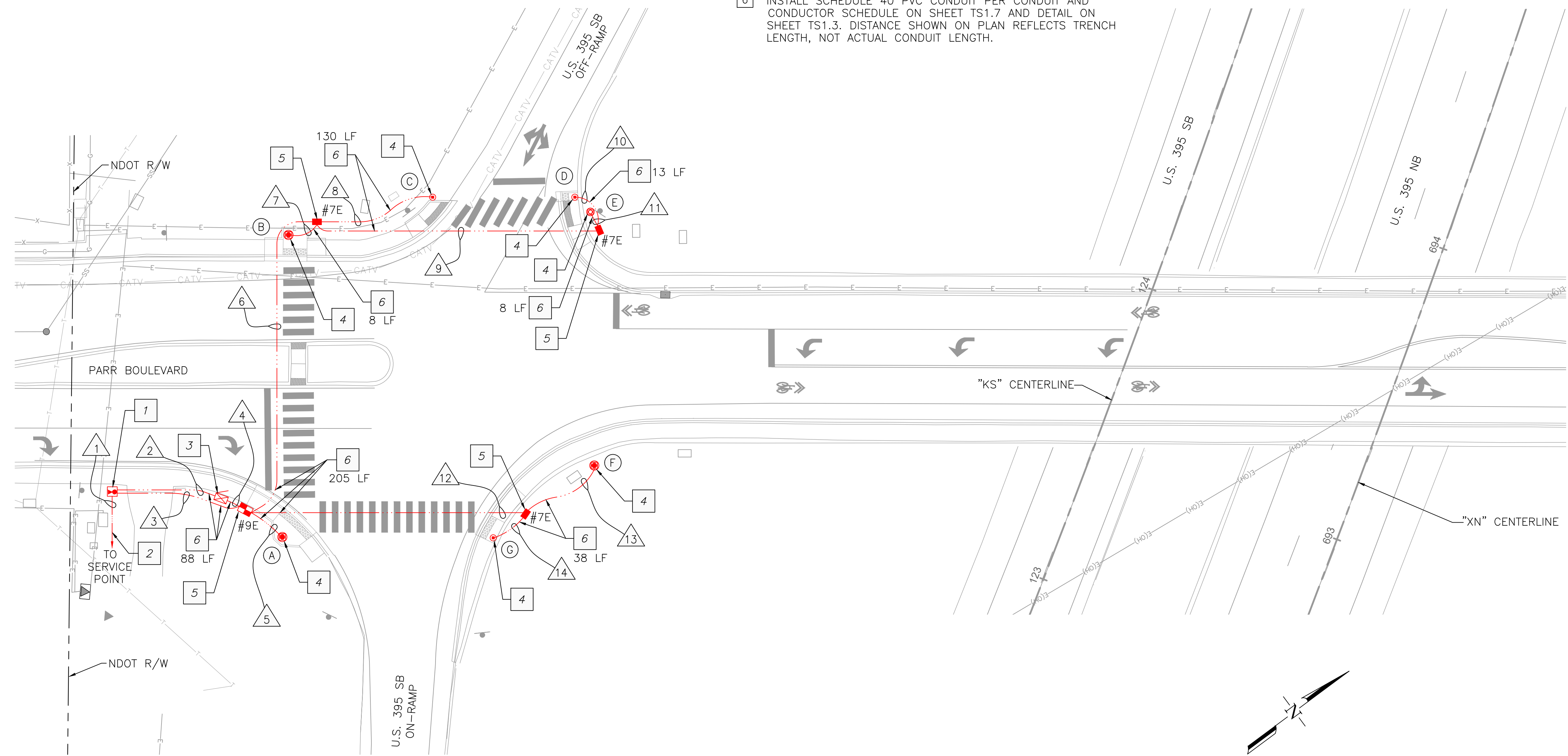
**DEMOLITION PLAN**

PROJECT NO. 21-067  
 SHEET TS1.4



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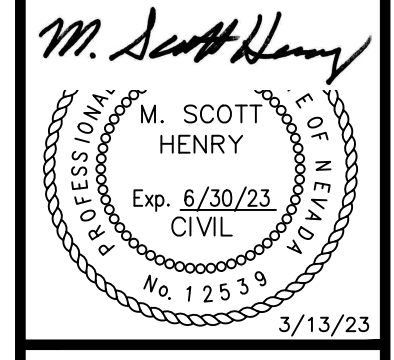
- 1 CONSTRUCT METERED SERVICE FOUNDATION PER DETAIL ON SHEET TS1.1 AND METERED SERVICE EQUIPMENT SCHEDULE ON SHEET TS1.7.
- 2 FURNISH AND INSTALL 3" SCHEDULE 40 PVC CONDUIT PER NV ENERGY TYPICAL TRENCH DETAIL TE0030U.
- 3 CONSTRUCT TYPE R-44 CABINET FOUNDATION PER DETAIL ON SHEET TS1.1.
- 4 CONSTRUCT SIGNAL POLE FOUNDATION PER POLE SCHEDULE ON SHEET TS1.7 AND DETAILS ON SHEET TS1.2.
- 5 FURNISH AND INSTALL NEW TRAFFIC RATED PULL BOX PER DETAIL ON SHEET TS1.3.
- 6 INSTALL SCHEDULE 40 PVC CONDUIT PER CONDUIT AND CONDUCTOR SCHEDULE ON SHEET TS1.7 AND DETAIL ON SHEET TS1.3. DISTANCE SHOWN ON PLAN REFLECTS TRENCH LENGTH, NOT ACTUAL CONDUIT LENGTH.



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**LEADWAY**  
 TRANSPORTATION

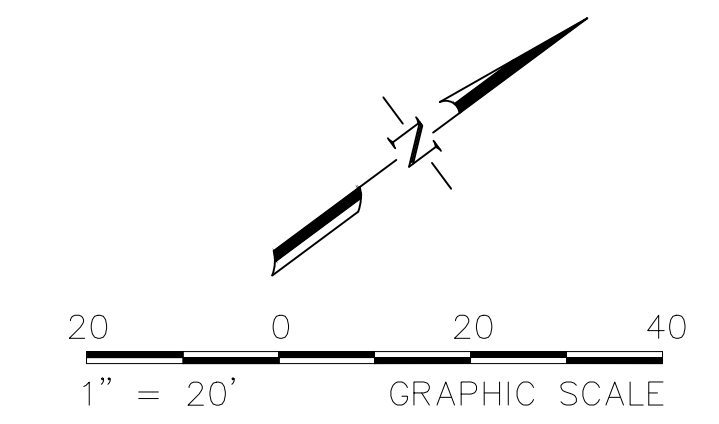
582 Longley Lane, Suite B  
 Parkersburg, WV 26101  
 (775) 322-4300

**US 395 SOUTHBOUND  
 RAMP INTERSECTION  
 CONDUIT PLAN**

PROJECT NO.  
21-067

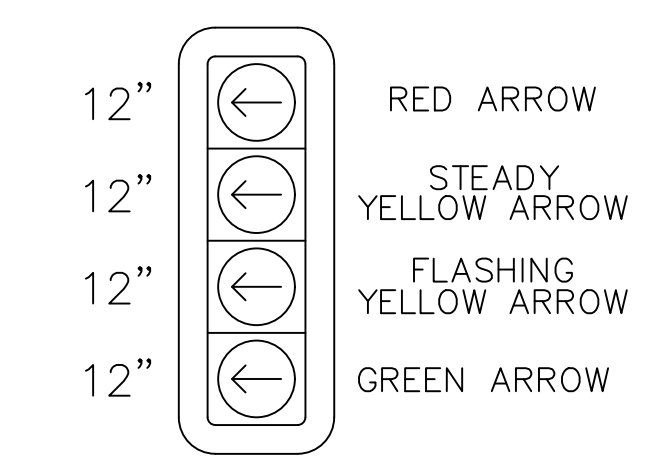
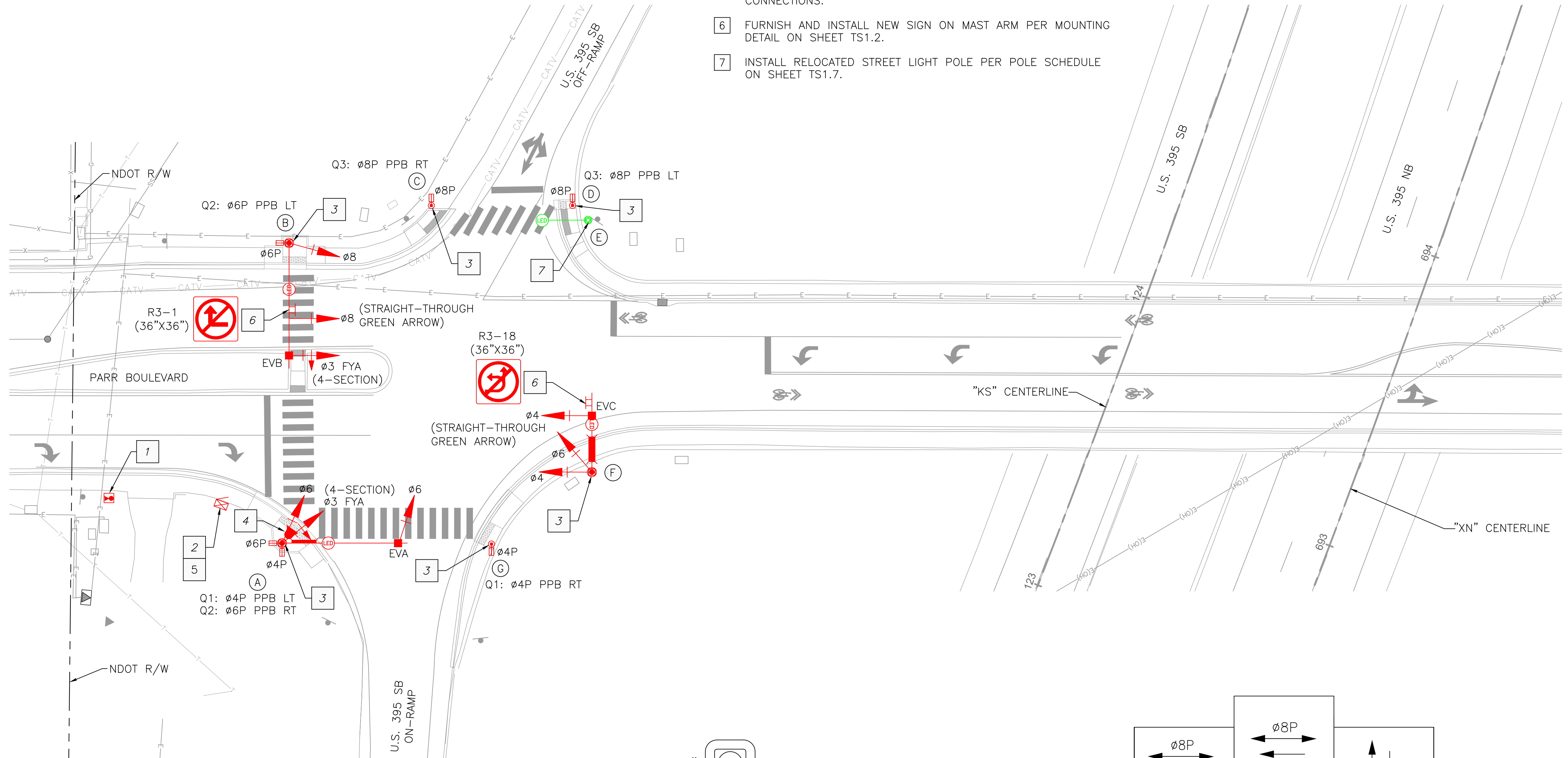
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TS1.5



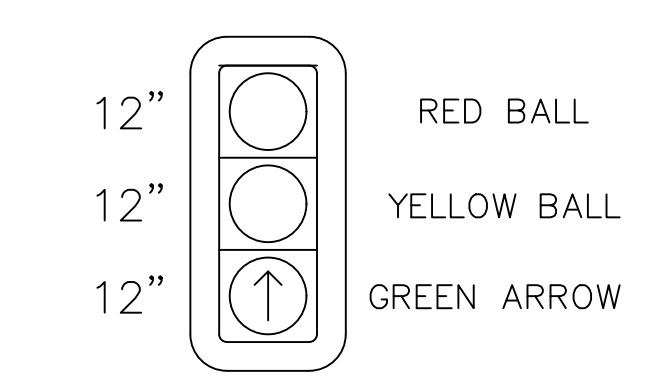


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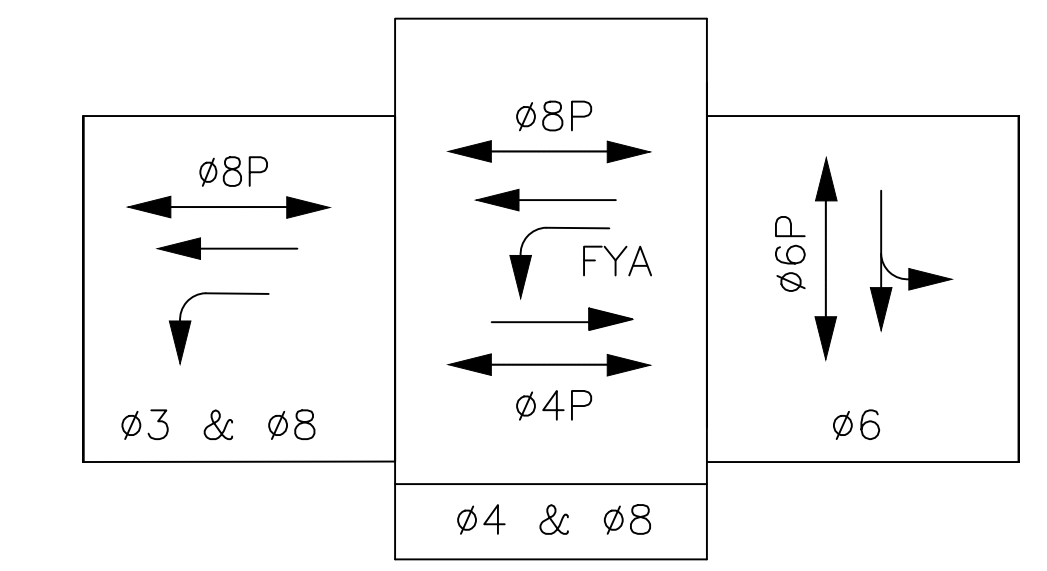
- 1 FURNISH AND INSTALL 100A METERED SERVICE WITH BATTERY BACKUP PER DETAIL ON SHEET TS1.1.
- 2 FURNISH AND INSTALL NEW CONTROLLER AND CABINET ASSEMBLY PER DETAIL ON SHEET TS1.1. MAKE ALL CONNECTIONS.
- 3 FURNISH AND INSTALL NEW SIGNAL POLE PER POLE SCHEDULE ON SHEET TS1.7 AND DETAILS ON SHEET TS1.2.
- 4 FURNISH AND INSTALL BELL CAMERA ON LUMINAIRE ARM AND CABLE TO CONTROLLER. MAKE ALL CONNECTIONS.
- 5 FURNISH AND INSTALL PROCESSOR FOR BELL CAMERA SYSTEM IN CABINET PER MANUFACTURER SPECIFICATIONS. MAKE ALL CONNECTIONS.
- 6 FURNISH AND INSTALL NEW SIGN ON MAST ARM PER MOUNTING DETAIL ON SHEET TS1.2.
- 7 INSTALL RELOCATED STREET LIGHT POLE PER POLE SCHEDULE ON SHEET TS1.7.



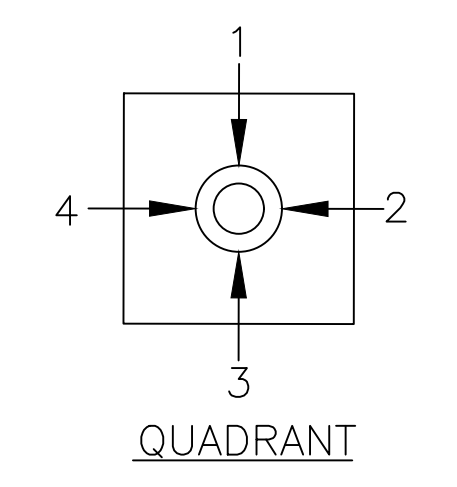
4-SECTION FLASHING YELLOW ARROW HEAD



STRAIGHT-THROUGH GREEN ARROW HEAD



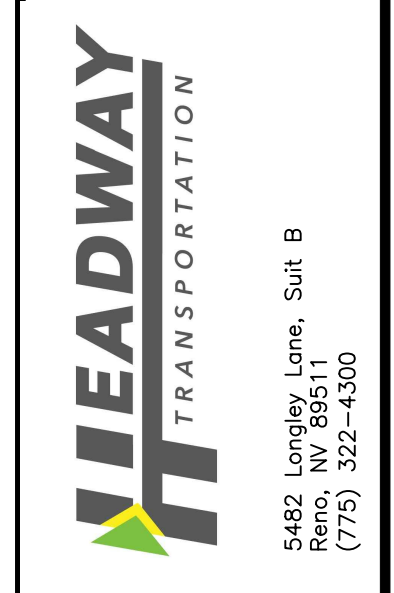
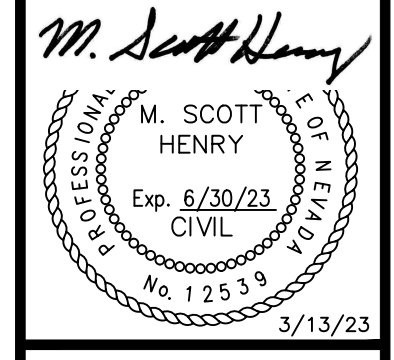
PROPOSED PHASE DIAGRAM  
 FLASHING OPERATION: ALL RED



QUADRANT

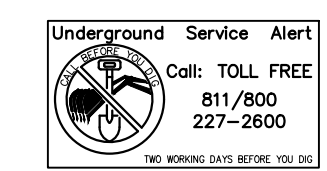
NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2023  
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# US 395 SOUTHBOUND RAMP INTERSECTION EQUIPMENT PLAN

PROJECT NO. 21-067  
 SHEET TS1.6



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IISNS SCHEDULE	
POLE	STREET NAME
(A)	Parr Blvd → ← Dandini Blvd
(F)	US 395 S → (FACING WEST)
(F)	← US 395 S (FACING EAST)

ALL IISNS TO BE SINGLE SIDED.

PULL BOX LOCATIONS		
PULL BOX	STATION	OFFSET
#9E HOMERUN PB	"XN" 691+77	332' LT
#7E PB FOR POLE B	"XN" 692+78	345' LT
#7E PB FOR POLE D/E	"XN" 693+07	258' LT
#7E PB FOR POLE F/G	"XN" 692+11	247' LT

EQUIPMENT LOCATIONS		
EQUIPMENT	STATION	OFFSET
METERED SERVICE	"XN" 691+65	375' LT
CONTROLLER CABINET	"XN" 691+82	342' LT
POLE A	"XN" 691+73	318' LT
POLE B	"XN" 692+71	351' LT
POLE C	"XN" 693+01	312' LT
POLE D	"XN" 693+18	270' LT
POLE E	"XN" 693+15	263' LT
POLE F	"XN" 692+36	233' LT
POLE G	"XN" 692+02	255' LT



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Raleigh, NC 27604  
(770) 322-4300

US 395 SOUTHBOUND  
RAMP INTERSECTION  
SCHEDULES

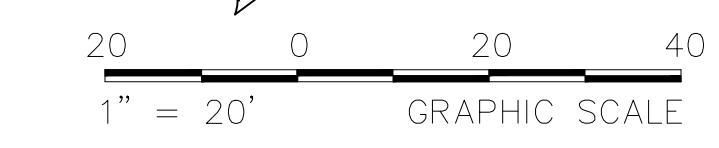
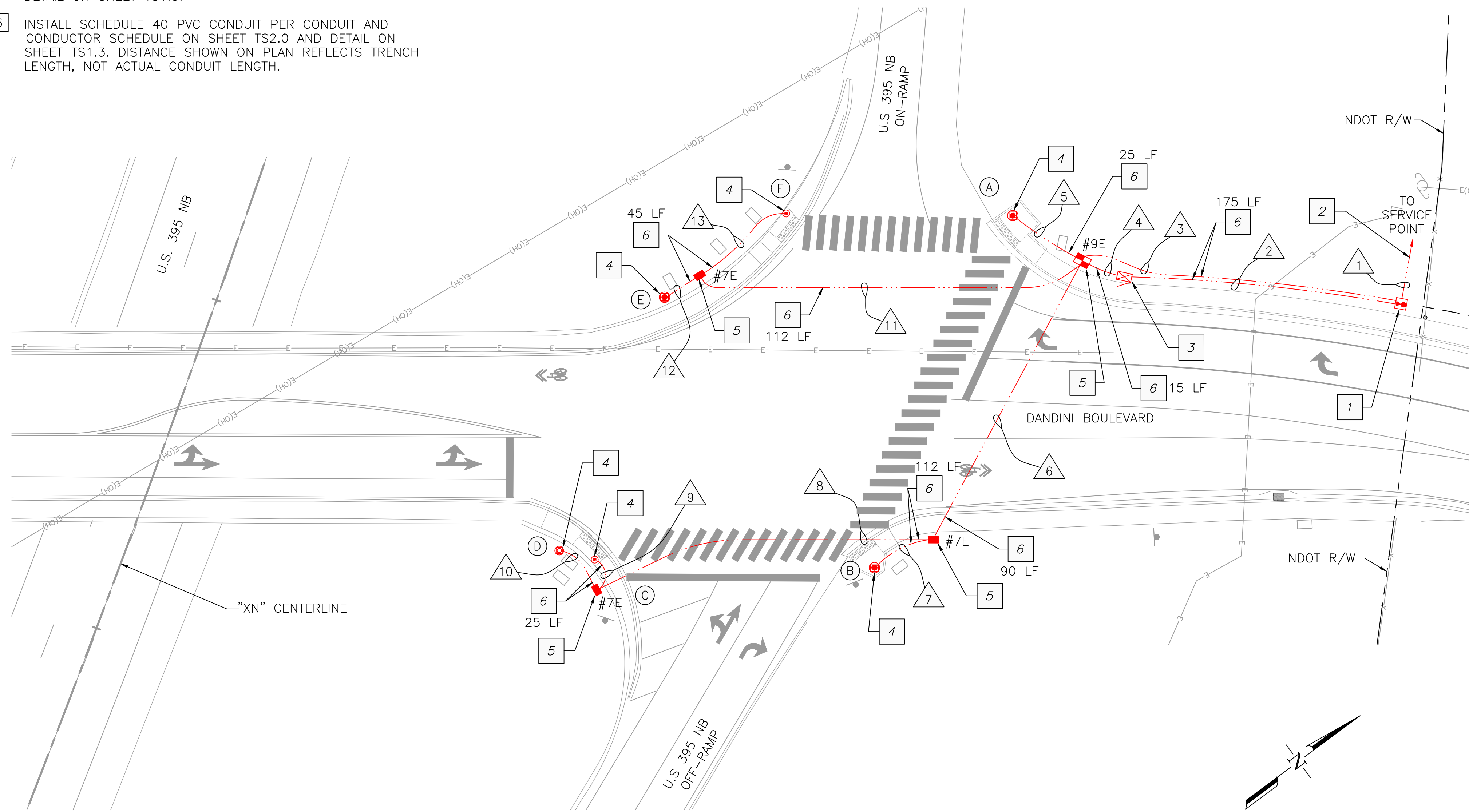
PROJECT NO.  
21-067

SHEET  
TS1.7



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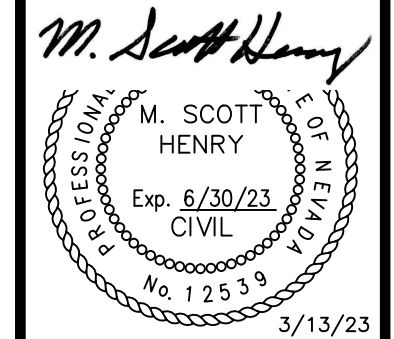
- 1 CONSTRUCT METERED SERVICE FOUNDATION PER DETAIL ON SHEET TS1.1 AND METERED SERVICE EQUIPMENT SCHEDULE ON SHEET TS2.0.
- 2 FURNISH AND INSTALL 3" SCHEDULE 40 PVC CONDUIT PER NV ENERGY TYPICAL TRENCH DETAIL TE0030U.
- 3 CONSTRUCT TYPE R-44 CABINET FOUNDATION PER DETAIL ON SHEET TS1.1.
- 4 CONSTRUCT SIGNAL POLE FOUNDATION PER POLE SCHEDULE ON SHEET TS2.0 AND DETAILS ON SHEET TS1.2.
- 5 FURNISH AND INSTALL NEW TRAFFIC RATED PULL BOX PER DETAIL ON SHEET TS1.3.
- 6 INSTALL SCHEDULE 40 PVC CONDUIT PER CONDUIT AND CONDUCTOR SCHEDULE ON SHEET TS2.0 AND DETAIL ON SHEET TS1.3. DISTANCE SHOWN ON PLAN REFLECTS TRENCH LENGTH, NOT ACTUAL CONDUIT LENGTH.



NOTE: GREEN = REMOVE/ABANDON/RELOCATE  
 RED = NEW  
 BLUE = EXISTING

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2023  
 SCALE: H:  
 V:  
 DRAWN BY: MSH  
 DESIGNED BY: MSH  
 CHECKED BY: LEC



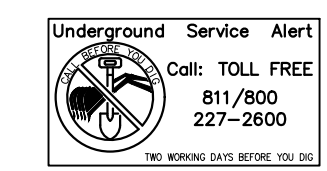
**LEADWAY**  
 TRANSPORTATION

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 Reno, NV 89511  
 (775) 322-4300

**US 395 NORTHBOUND  
 RAMP INTERSECTION  
 CONDUIT PLAN**

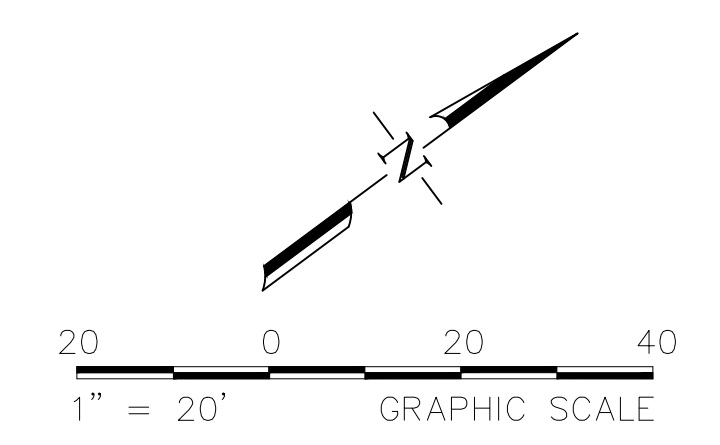
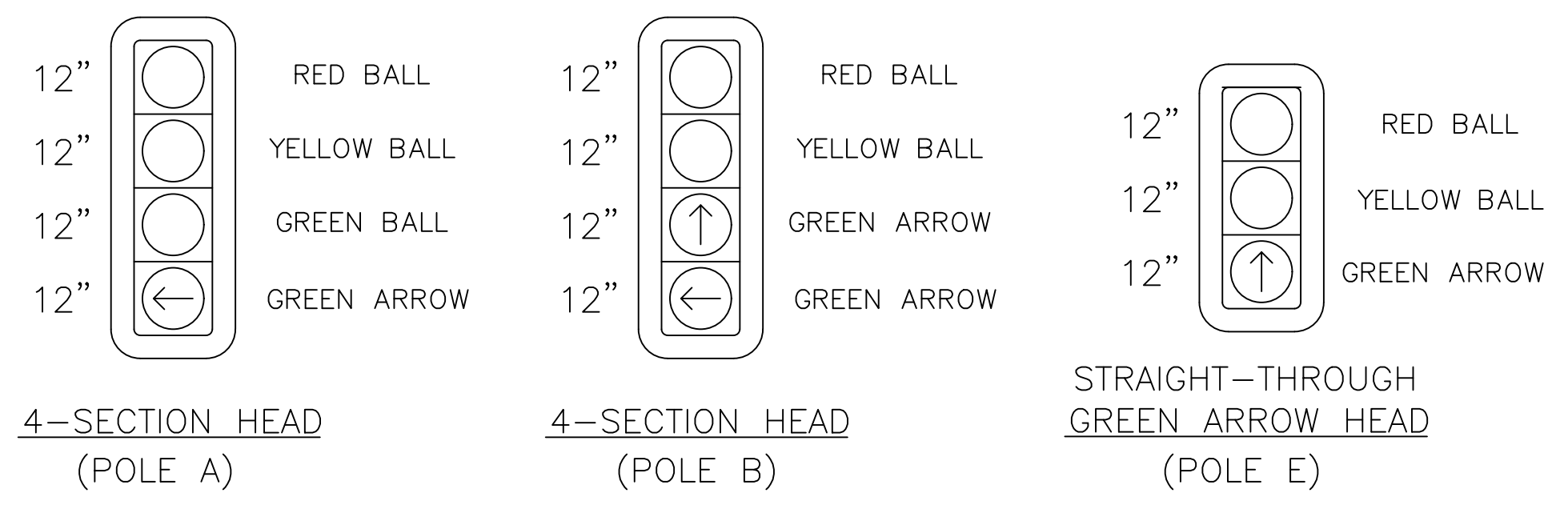
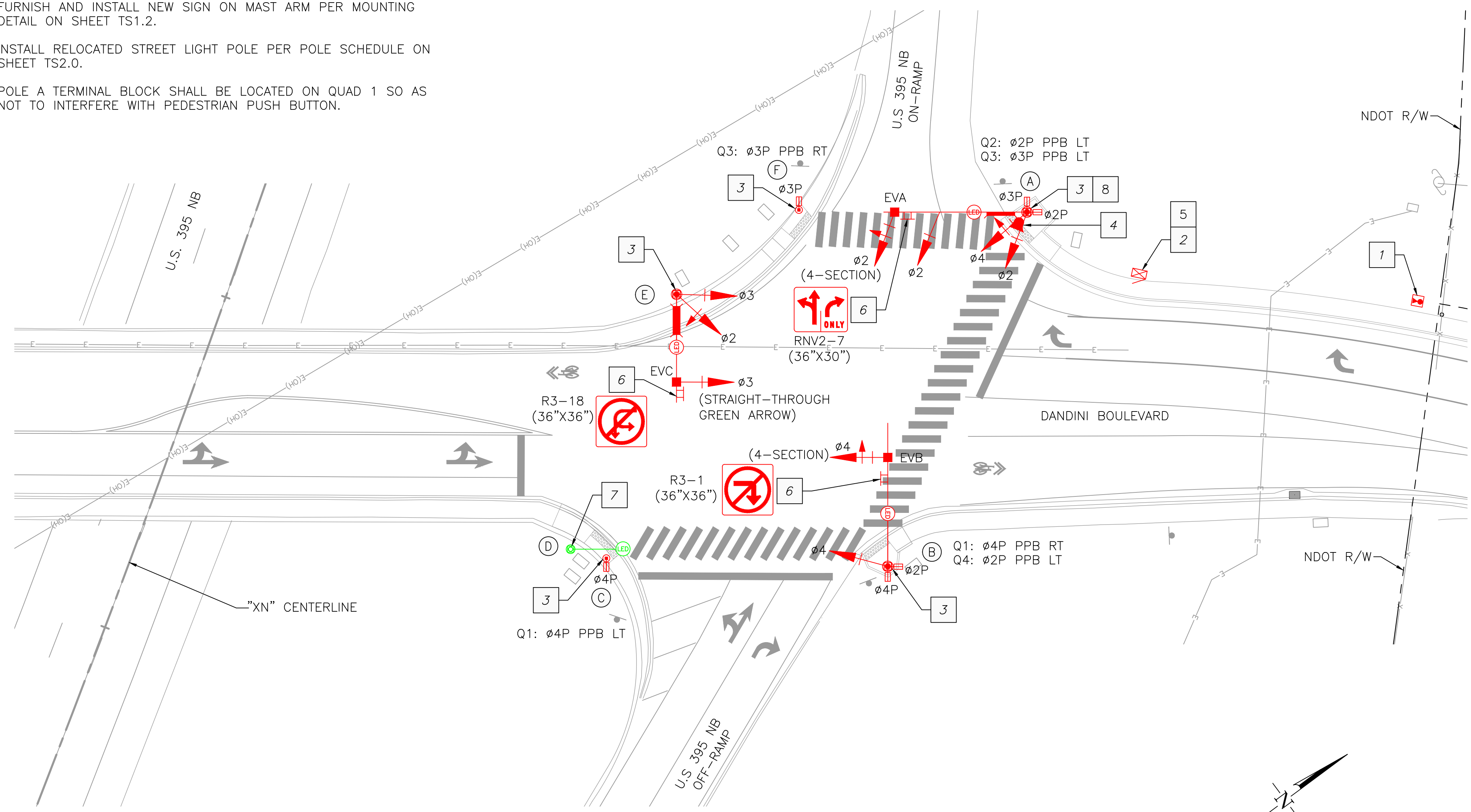
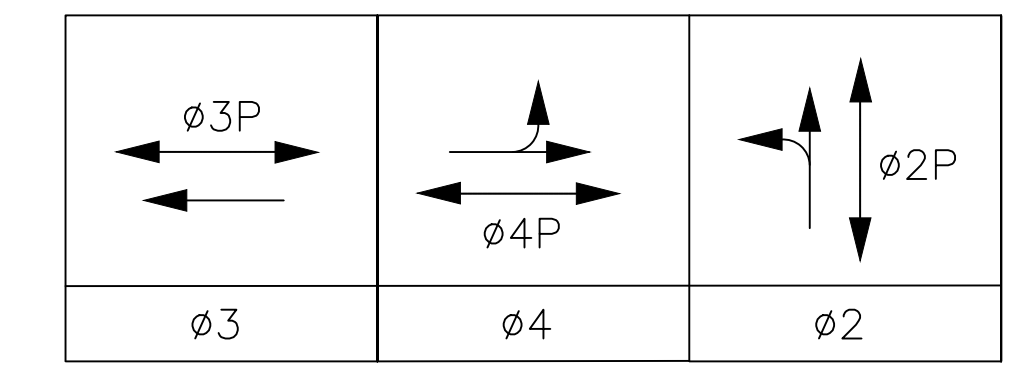
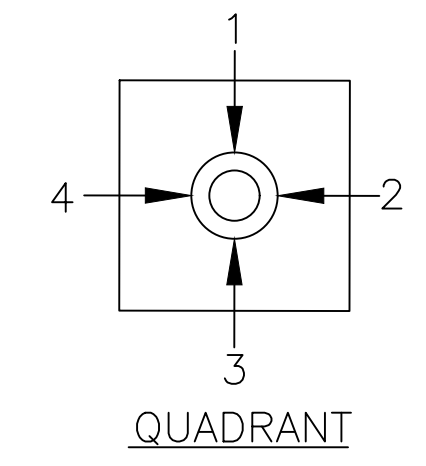
PROJECT NO.  
 21-067

SHEET  
 TS1.8



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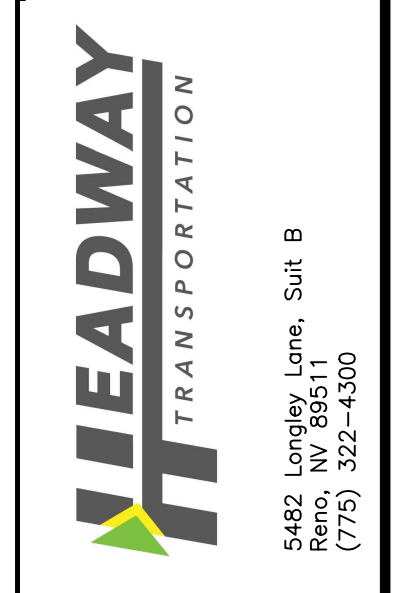
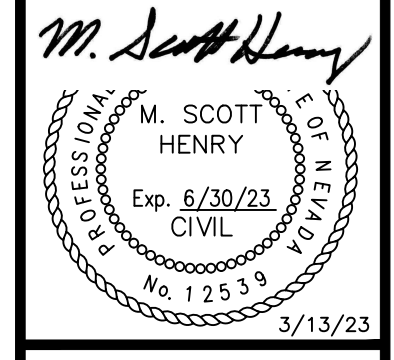
- 1 FURNISH AND INSTALL 100A METERED SERVICE WITH BATTERY BACKUP PER DETAIL ON SHEET TS1.1.
- 2 FURNISH AND INSTALL NEW CONTROLLER AND CABINET ASSEMBLY PER DETAIL ON SHEET TS1.1. MAKE ALL CONNECTIONS.
- 3 FURNISH AND INSTALL NEW SIGNAL POLE PER POLE SCHEDULE ON SHEET TS2.0 AND DETAILS ON SHEET TS1.2.
- 4 FURNISH AND INSTALL BELL CAMERA ON LUMINAIRE ARM AND CABLE TO CONTROLLER. MAKE ALL CONNECTIONS.
- 5 FURNISH AND INSTALL PROCESSOR FOR BELL CAMERA SYSTEM IN CABINET PER MANUFACTURER SPECIFICATIONS. MAKE ALL CONNECTIONS.
- 6 FURNISH AND INSTALL NEW SIGN ON MAST ARM PER MOUNTING DETAIL ON SHEET TS1.2.
- 7 INSTALL RELOCATED STREET LIGHT POLE PER POLE SCHEDULE ON SHEET TS2.0.
- 8 POLE A TERMINAL BLOCK SHALL BE LOCATED ON QUAD 1 SO AS NOT TO INTERFERE WITH PEDESTRIAN PUSH BUTTON.



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# US 395 NORTHBOUND RAMP INTERSECTION EQUIPMENT PLAN

PROJECT NO. 21-067  
 SHEET TS1.9



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1

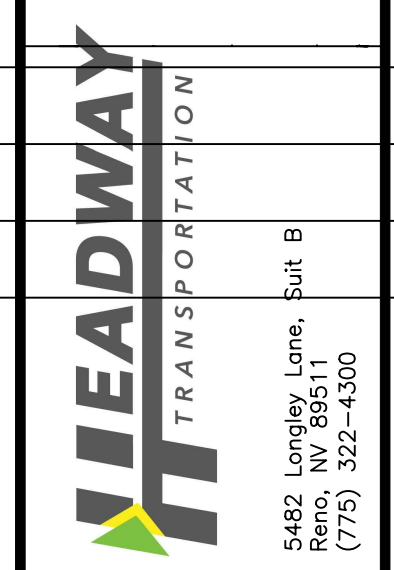
7

IISNS SCHEDULE	
POLE	STREET NAME
(A)	← Parr Blvd Dandini Blvd →
(E)	US 395 N → (FACING EAST)
(E)	← US 395 N (FACING WEST)

ALL IISNS TO BE SINGLE SIDED.

PULL BOX LOCATIONS		
PULL BOX	STATION	OFFSET
#9E HOMERUN PB	"XN" 694+89	231' RT
#7E PB FOR POLE B	"XN" 694+04	216' RT
#7E PB FOR POLE C/D	"XN" 693+60	131' RT
#7E PB FOR POLE E/F	"XN" 694+51	128' RT

EQUIPMENT LOCATIONS		
EQUIPMENT	STATION	OFFSET
METERED SERVICE	"XN" 695+06	321' RT
CONTROLLER CABINET	"XN" 694+88	244' RT
POLE A	"XN" 694+95	208' RT
POLE B	"XN" 693+91	203' RT
POLE C	"XN" 693+67	127' RT
POLE D	"XN" 693+66	117' RT
POLE E	"XN" 694+43	121' RT
POLE F	"XN" 694+76	146' RT



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# US 395 NORTHBOUND RAMP INTERSECTION SCHEDULES

PROJECT NO.  
21-067

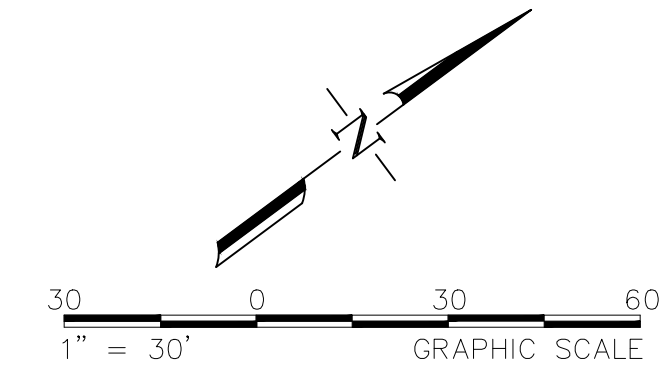
SHEET  
TS2.0



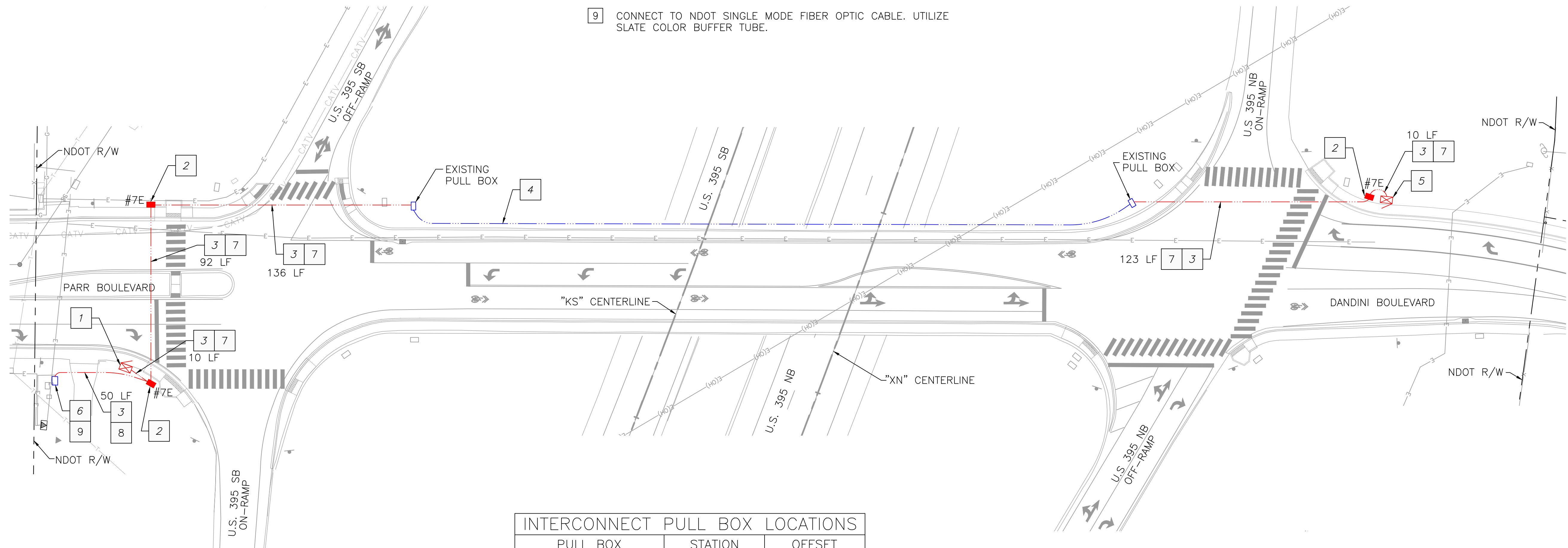
Underground Service -Iert  
Call: TOLL FREE  
811/800  
227-2600  
THE WORKING 2-15 BEFORE YOU GO

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- 1 NEW CONTROLLER CABINET PER SHEET TS1.6.
- 2 INSTALL NEW TRAFFIC RATED PULL BOX PER DETAIL ON SHEET TS1.3.
- 3 INSTALL 3" SCHEDULE 40 PVC INTERCONNECT CONDUIT. SEE DETAIL ON SHEET TS1.3.
- 4 FURNISH AND INSTALL CDCA CABLE IN EXISTING CONDUIT INSTALLED IN BRIDGE RAIL.
- 5 NEW CONTROLLER CABINET PER SHEET TS1.9.
- 6 EXISTING FIBER VAULT. SPLICE CDCA CABLES IN SPLICE ENCLOSURE.
- 7 FURNISH AND INSTALL CDCA FIBER OPTIC CABLE.
- 8 FURNISH AND INSTALL (2) CDCA FIBER OPTIC CABLES (ONE TO EACH CONTROLLER).
- 9 CONNECT TO NDOT SINGLE MODE FIBER OPTIC CABLE. UTILIZE SLATE COLOR BUFFER TUBE.



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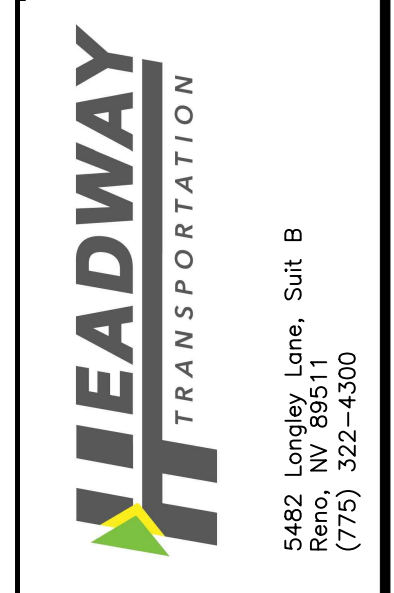
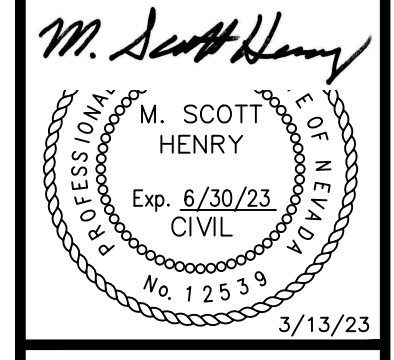


INTERCONNECT PULL BOX LOCATIONS		
PULL BOX	STATION	OFFSET
FIBER VAULT	"XN" 691+55	374' LT
#7E PB SW CORNER	"XN" 691+79	327' LT
#7E PB NW CORNER	"XN" 692+67	360' LT
EXISTING PULL BOX	"XN" 693+18	232' LT
EXISTING PULL BOX	"XN" 694+47	121' RT
#7E PB NE CORNER	"XN" 694+88	238' RT

**NOTE :**  
 CONTRACTOR TO COORDINATE WITH NDOT AND FIELD VERIFY EXISTING SPLICES AND FIBER USES TO THE SOUTH AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS PRIOR TO BEGINNING WORK.

NO.	DESCRIPTION	DATE

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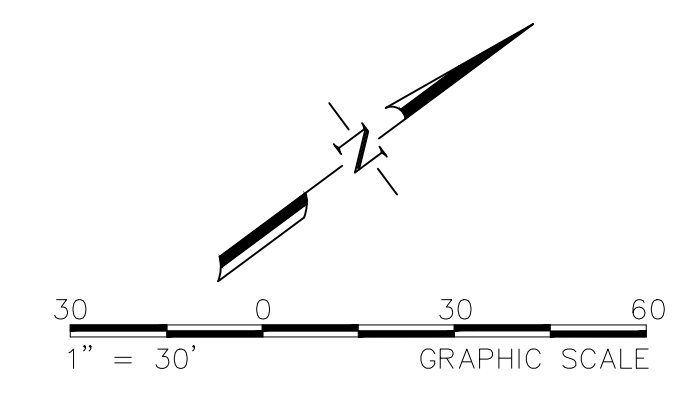
**INTERCONNECT PLAN**

PROJECT NO. 21-067  
 SHEET IC1.0



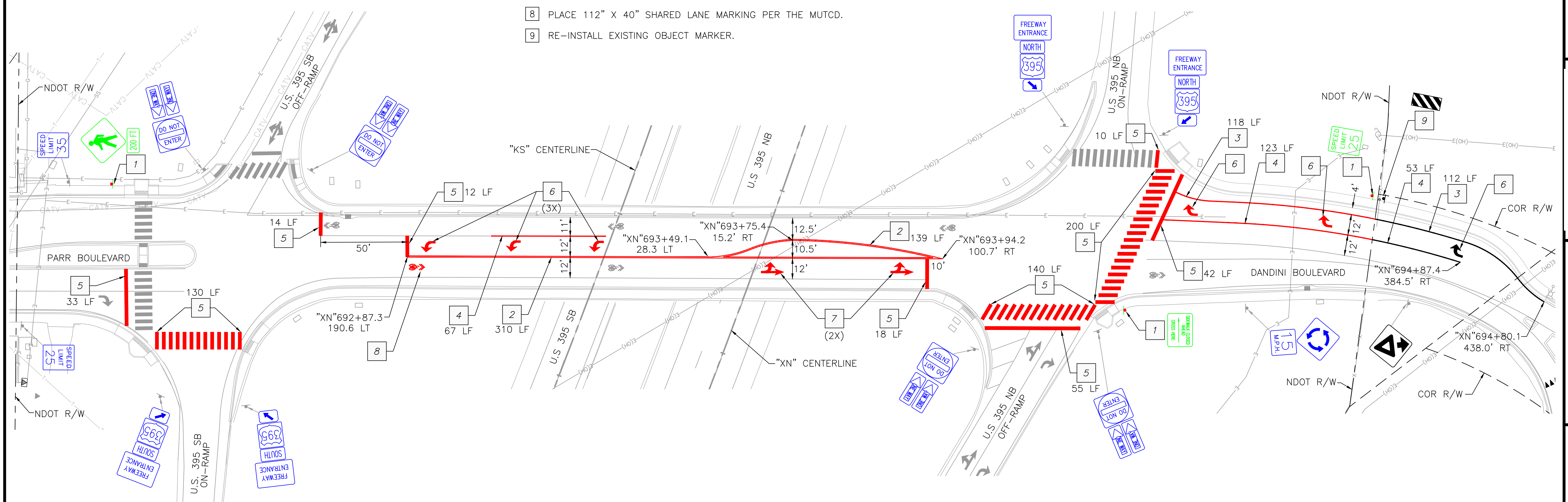
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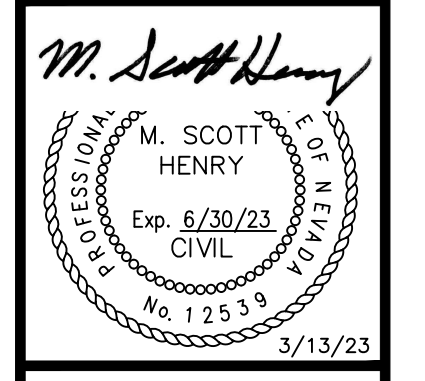
NOTE: GREEN = REMOVE/ABANDON/RELOCATE  
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- 1 INSTALL EXISTING SIGN ON A NEW 2.5" SQUARE POST AND FOUNDATION PER NDOT DETAIL TRS-11.
- 2 PLACE 4" SOLID DOUBLE YELLOW PAINT STRIPE
- 3 PLACE 6" SOLID WHITE PAINT STRIPE
- 4 PLACE 8" SOLID WHITE PAINT STRIPE.
- 5 PLACE 24" SOLID WHITE THERMOPLASTIC STRIPE.
- 6 PLACE 8' WHITE THERMOPLASTIC TURN ARROW.
- 7 PLACE 12'-9" WHITE THERMOPLASTIC LEFT/STRAIGHT ARROW.
- 8 PLACE 112" X 40" SHARED LANE MARKING PER THE MUTCD.
- 9 RE-INSTALL EXISTING OBJECT MARKER.



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**LEADWAY**  
 TRANSPORTATION

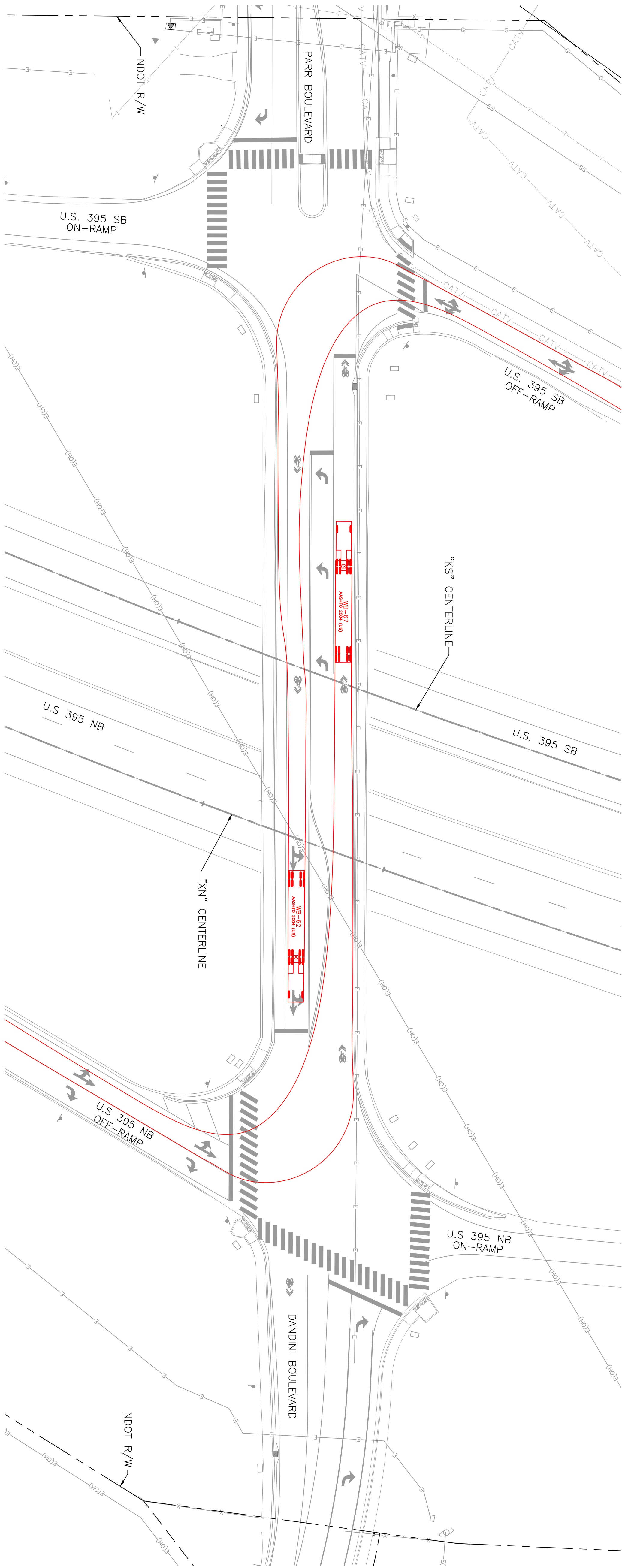
5482 Longleaf Lane, Suite B  
 Raleigh, NC 27604  
 (770) 322-4300

**SIGNING & STRIPING PLAN**

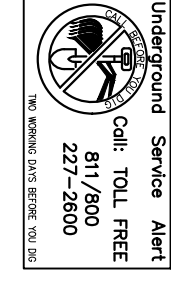
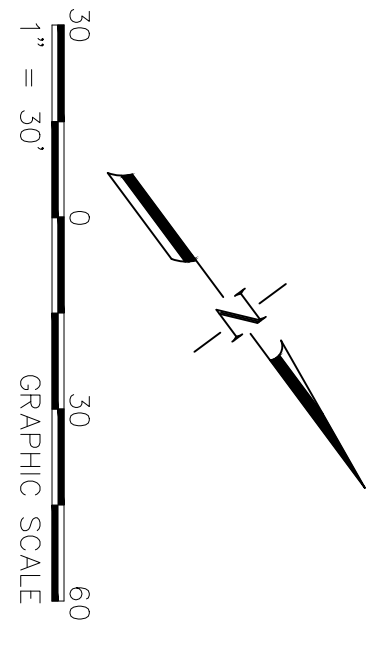
PROJECT NO. 21-067  
 SHEET SS1.0



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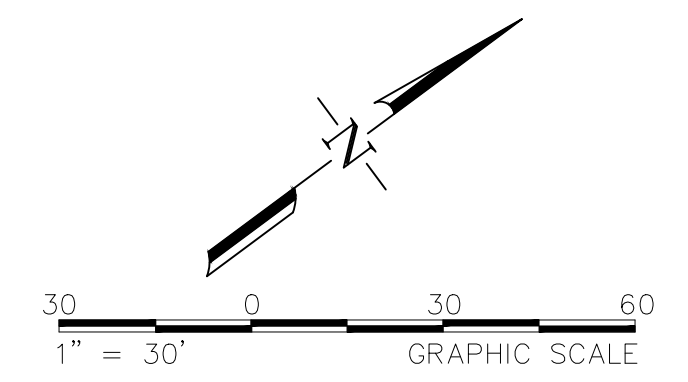
NO.	DESCRIPTION	DATE

**HEADWAY**  
 TRANSPORTATION

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 (775) 322-4300

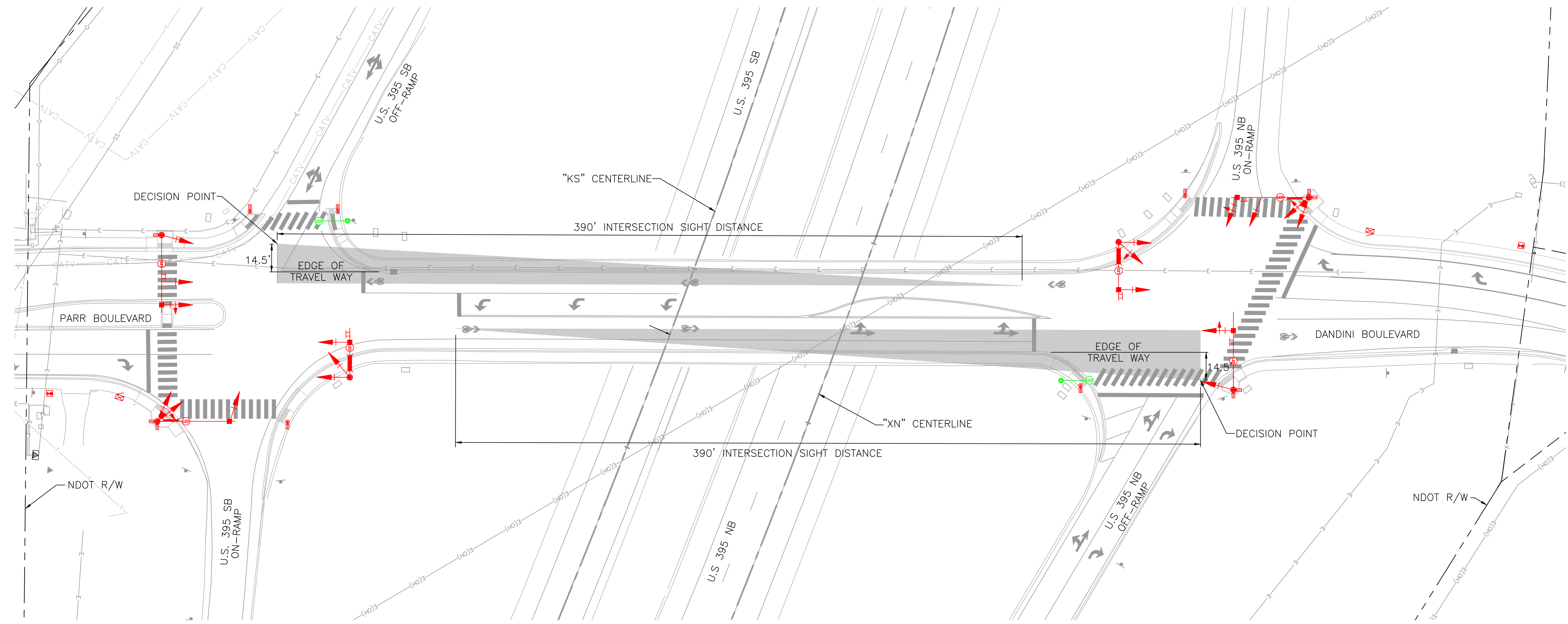
# TRUCK TURNING PATHS

PROJECT NO.  
 21-067  
 DRAWING  
 TT1.0



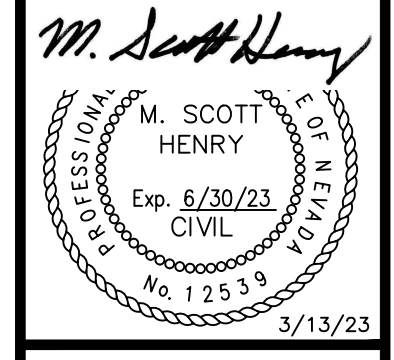
NOTE: GREEN = REMOVE/ABANDON/RELOCATE  
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1. INTERSECTION SIGHT DISTANCE IS BASED ON A COMBINATION TRUCK TURNING RIGHT FROM STOP PER AASHTO.
2. 390 FEET OF INTERSECTION SIGHT DISTANCE IS REQUIRED BASED ON THE 25 MPH POSTED SPEED LIMIT.
3. DECISION POINT (DRIVERS' EYE) IS 14.5 FEET FROM EDGE OF TRAVEL WAY.



NO.	DESCRIPTION	DATE

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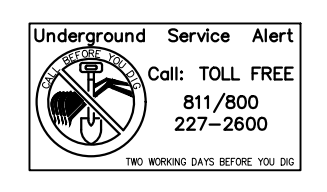
**LEADWAY**  
 TRANSPORTATION

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**SIGHT TRIANGLES**

PROJECT NO.  
21-067

DRAWING  
ST1.0



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**EXHIBIT "D"**  
**(Letter of Approval)**



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

April 10, 2023

Joe Pelham; [joe@swinvest.com](mailto:joe@swinvest.com)  
Dandini Spectrum Holdings LLC  
7979 E. Tufts Ave, Suite 1125  
Denver, CO 80237

*(Sent via Email)*

**Subject: Letter of Approval for Regional Road Impact Fee Waivers**

Dear Mr. Pelham:

The Regional Road Impact Fee (RRIF) Administrators for the RTC and the City of Reno have reviewed and approved your application to receive RRIF waivers for the installation of the traffic signal systems at the Parr/Dandini/US 395 ramp terminal intersections. A RRIF Offset Agreement for this work is being prepared and will be forwarded to the RTC Board and the City of Reno with a recommendation for approval. Upon approval and execution of the Offset Agreement by these bodies, the agreement will be forwarded to the Developer of Record for signature.

Please feel free to contact Jeff Wilbrecht, RTC Engineering Manager, at (775) 335-1872 should you have any questions regarding this subject.

Sincerely,

**REGIONAL TRANSPORTATION COMMISSION  
RRIF ADMINISTRATOR**

**CITY OF RENO  
RRIF ADMINISTRATOR**

DocuSigned by:

Handwritten signature of Dale Keller in blue ink.

34A4800654C142F...

Dale Keller, P.E.  
Engineering Director

DocuSigned by:

Handwritten signature of Michael Mischel in blue ink.

03A53ADC51CD415...

Michael Mischel, P.E.  
City of Reno RRIF Administrator

DRK/JW

cc: Loren Chilson, Headway Transportation

File: RRIF Offset Agreement #513009

**EXHIBIT "E"**  
**(The Developer of Record QA/QC Program**  
**And**  
**RTC Special Technical Specifications**  
**For**  
**Regional Road Impact Fee Projects)**

# SPECIAL TECHNICAL SPECIFICATIONS

- 1.01 INSPECTION AND TESTING
  - 1.01A ASPHALT CEMENT
  - 1.01B BITUMINOUS PLANTMIX
- 1.02 REMOVAL OF EXISTING IMPROVEMENTS
- 1.03 TREE ROOT MITIGATION - Deleted
- 1.04 SUBGRADE PREPARATION- Deleted
- 1.05 OVEREXCAVATION AND STABILIZATION - Deleted
- 1.06 GEOSYNTHETICS - Deleted
  - 1.06A SEPARATION
  - 1.06B STABILIZATION
  - 1.06C REINFORCEMENT
- 1.07 TRENCH EXCAVATION
- 1.08 PIPE - Deleted
- 1.09 ROADBED MODIFICATION - Deleted
- 1.10 AGGREGATE BASE - Deleted
- 1.11 CEMENT TREATED BASE - Deleted
  - 1.11A COMPOSITION OF MIXTURES
  - 1.11B MIXING
  - 1.11C SPREADING
  - 1.11D PROTECTION AND CURING
- 1.12 PORTLAND CEMENT CONCRETE
  - 1.12A COMPOSITION OF MIXTURES
  - 1.12B SIDEWALK, CURB AND GUTTER
  - 1.12C THRUST BLOCKS
  - 1.12D RETAINING WALLS
  - 1.12E PAVING
  - 1.12F UTILITY ADJUSTMENTS
- 1.13 DETECTABLE SURFACE WARNING TILES
- 1.14 BITUMINOUS PLANTMIX
  - 1.14A COMPOSITION OF MIXTURES
  - 1.14B PAVING
    - I SPREADING AND FINISHING
    - II ACCEPTANCE
    - III MITIGATION
    - IV SPECIAL PAVING CONSIDERATIONS
    - V TACK COAT
    - VI LONGITUDINAL JOINTS
  - 1.14C PERMANENT PATCHING
- 1.15 BRIDGE DECKS - Deleted
- 1.16 SLURRY SEAL
- 1.17 MICRO-SURFACE - Deleted
  - 1.17A GENERAL
  - 1.17B CONTRACTOR PERSONNEL
  - 1.17C MATERIAL
  - 1.17D MIX DESIGN
  - 1.17E PROPORTIONING
  - 1.17F MIXING AND SPREADING EQUIPMENT
  - 1.17G PLACEMENT
- 1.18 PAVEMENT MARKINGS
  - 1.18A TRAFFIC PAINT
  - 1.18B THERMOPLASTIC
  - 1.18C RAISED MARKERS
- 1.19 FLEXIBLE MEDIAN ISLAND OBJECT MARKERS
- 1.20 CHANNELIZERS
- 1.21 IMPACT ATTENUATOR - Deleted
- 1.22 TRAFFIC SIGNS
- 1.23 TRAFFIC SIGNALS
  - 1.23A LOOP DETECTORS
  - 1.23B TEMPORARY MODIFICATIONS DURING CONSTRUCTION
  - 1.23C CAMERAS
- 1.24 UTILITY ADJUSTMENTS
  - 1.24A VERIFICATION OF DEPTH
  - 1.24B UTILITY MANHOLE AND VAULT ADJUSTMENTS
  - 1.24C MANHOLE PROTECTION PLAN
- 1.25 SURVEY MONUMENTS
- 1.26 CERTIFICATES OF COMPLIANCE

## 1.01 INSPECTION AND TESTING

Quality Assurance testing and inspection will be provided by the Agency. Quality Control shall be the Contractor's responsibility. All samples shall be furnished by the Contractor without cost to the Regional Transportation Commission of Washoe County (hereinafter designated "RTC" and/or "Agency"). The Agency may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with the terms of specifications. Any retests due to faulty workmanship or materials shall be paid for by the Contractor.

All materials furnished and work performed, shall be done in accordance with the "Standard Specifications for Public Works Construction" (hereinafter designated "Standard Specifications") sponsored and distributed by RTC, Churchill County, Carson City, the Cities of Reno and Sparks, the City of Yerington, and Washoe County, including addenda through February 29, 2012, except as modified within the "Special Technical Specifications" for XYZ (hereinafter designated "STS"); and in accordance with the "Standard Details for Public Works Construction" (hereinafter designated "Standard Details"), including updates through December 29, 2011, except as modified by the drawings for XYZ.

**SPECIAL TECHNICAL SPECIFICATIONS**

1.01A ASPHALT CEMENT

1. Sampling - During hot mix operations for all paving days, the Design Engineer’s designated representative shall obtain samples of all asphalt cement binders used to produce the bituminous mixture(s). During the pre-construction meeting the contractor shall provide the contact information for the certified plant representative that will be responsible for taking the asphalt cement samples. The Design Engineer’s designated representative shall contact the plant representative in advance of each paving day and coordinate the sampling in accordance with the plantmix production schedule. Asphalt cement samples shall be taken at the injection point for each “lot” (500 ton) of plantmix bituminous pavement. Plant personnel sampling bituminous material are required to be qualified in the WAQTC Asphalt Module or NAQTC Specialized Test AASHTO T40 (Sampling Bituminous Material). All sampling shall be witnessed by the Design Engineer’s representative. The plant representative shall properly label each sample which shall then be signed by both representatives.
  
2. Testing – Unless otherwise directed by the RTC Project Manager, the Design Engineer shall procure the testing of one of the samples from each paving day for compliance with Section 201 – “Bituminous Material” of the Standard Specifications at a laboratory certified to perform all required testing components.
  
3. **The sample to be tested shall be properly handled and sent to the State of Nevada Department of Transportation Materials Testing Laboratory, 1263 South Stewart Street in Carson City, Nevada.** The test result shall represent the binder material contained in all plantmix bituminous paving lots for the corresponding paving day. The remaining daily samples shall be stored at the Design Engineer’s designated laboratory throughout the duration of the Contractor’s warranty period.
  
4. Acceptance – Asphalt binder not conforming to Table 201.02-IV (PG64-28NV) of the Standard Specifications, Section 201 – “Bituminous Material” shall be assessed demerits in accordance with the following table:

TEST	LIMIT WITH TOLERANCE	REJECTION LIMIT	DEMERITS
<b>Tests on Original Asphalt Cement</b>			
Rotational viscosity (Pa.s)	3.21 Max.	3.50 Max.	21
Flash point, (°C)	222 Min.	163 Min.	21
Ductility (cm)	50 Min.	29 Min.	21
Toughness (Inch-lbs)	110 Min.	57 Min.	21
Tenacity (Inch-lbs)	75 Min.	22 Min.	21
Sieve Test (%)	1	10	21
Dynamic Shear (kPA)	0.90 Min.	0.75 Min.	21



**SPECIAL TECHNICAL SPECIFICATIONS**

<b>Tests on Residue from Rolling Thin Film Oven</b>			
Ductility (cm)	25 Min.	4 Min.	21
Dynamic Shear (kPA)	1.98 Min.	1.65 Min.	21
Average Mass Change (%)	1.00 Max.	1.01 Max.	31
<b>Tests on Residue from Pressure Aging Vessel</b>			
Dynamic Shear (kPA)	5500 Max.	6250 Max.	21
Stiffness Modulus (MPA)	330 Max.	375 Max.	21
Slope, m-value	0.290 Min.	0.245 Min.	21

Notes:

1. Demerits, up to the amount shown, shall be assessed for each test result that exceeds the "Limit with Tolerance."
2. The number of demerits assessed for each test result shall be calculated based on prorating the total demerits over the range from "Limit with Tolerance" to the "Rejection Limit."
3. The demerit/increment shall be multiplied by the difference between the noncompliant test result and the "Limit with Tolerance."
4. Demerit values for each test result will be rounded down to the nearest whole number.

The parties of the contract agree that damage will be sustained by the Agency in the event that the asphalt binder does not conform to the requirements of the specifications. In addition it is agreed that it is extremely difficult to quantify the actual damage the agency will sustain. Demerits will be used to determine mitigation that may include any necessary measures up to, and including, the assessment of liquidated damages or removal and replacement of the deficient material. The assessment of liquidated damages and the corresponding deduct from monies owed the contractor shall be in accordance with the schedule and corresponding notes below.

<b>Total Number of Demerits</b>	<b>Liquidated Damage Dollar per Ton<sup>1,2</sup></b>
1 – 2	10
3 – 5	20
6 – 9	30
10 – 14	50
15 – 20	100
21 - 30 <sup>3</sup>	75% of the cost of the asphalt binder
31 - 40 <sup>3</sup>	100% of the cost of the asphalt binder
41 or more <sup>3,4</sup>	100% + additional damages to be determined

Notes:

1. Liquidated damages will be assessed against the quantity (Tonnage) of asphalt binder used in the plantmix bituminous pavement represented by the sample tested.
2. The tons of asphalt binder shall be determined by multiplying the average of asphalt contents (by dry weight of aggregate) from all affected lots by the total tons of bituminous mixture placed.
3. Remove and replace material shown to have 21 or more demerits. Material removed shall not be paid for and all costs associated with removal shall be at the contractor's expense. Testing and inspection of replaced materials shall be as directed by the RTC Project Manager and all associated costs shall be at the contractor's expense. At the RTC Project Manager's option, materials having 21 or more demerits may be left in place and liquidated damages assessed at the percentage of asphalt binder cost shown. The cost of the asphalt binder used for assessing

**SPECIAL TECHNICAL SPECIFICATIONS**

- liquidated damages shall be \$675 per ton.
4. Liquidated damages as determined by the RTC Project Manager may be in excess of the cost of the asphalt binder.

Additional samples may be tested at the Contractor’s request and expense and following approval of the RTC Project Manager. Liquidated damages assessed due to deficient asphalt binder material may be in addition to any mitigation measures or penalties that may be determined by other sections of the specifications.

1.01B BITUMINOUS PLANTMIX

Subsection 336.03.04 - “Bituminous Mixtures” of the Standard Specifications, is herewith amended as follows:

1. On page 336.00-6, add the following to the fourth paragraph at the bottom half of the page regarding cores and cut samples:

Measure single core or cut sample in accordance with ASTM D3549, latest version, to the nearest 0.05" and report to the nearest 0.05" per the following examples:

<b>Individual Measurements</b>		
Using Apparatus Capable of 2 Decimal Places	Using Apparatus Capable of 1/16 Inch	Reported Thickness After Rounding
2.23" to 2.27"	2-4/16" = 2.250"	2.25"
2.28: to 2.32"	2-5/16" = 2.313"	2.30"
2.33" to 2.37"	---	2.35"
2.38" to 2.42"	2-6/16" = 2.375"	2.40"
2.43" to 2.47"	2-7/16" = 2.438"	2.45"
2.48" to 2.52"	2-8/16" = 2.500"	2.50"

For purpose of acceptance and mitigation, the average of the rounded thickness measurements of the 3 cores or cut samples for each lot shall be reported to the nearest 0.1". A number ending in 0.05" shall be rounded up. For example, both 2.35" and 2.40" are rounded to 2.4".

2. On page 336.00-7, delete the fourth paragraph and replace as follows:

One fresh, hot sample of the bituminous mixture (HMA) for each “lot” shall be tested for conformance with the mix design test properties as required by STS 1.14A| BITUMINOUS PLANTMIX, and in accordance with ASTM D2041, as qualified in the Standard Specifications.

Fresh, hot samples are defined as the samples obtained during construction, transported to the laboratory, molded and compacted on the same day. Reheating is allowed only for restoring heat lost, if any, during transport to the laboratory

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and sample preparation. Refer to Note under item 4 below (STS 1.01B BITUMINOUS PLANTMIX - Item 4, “Preparing Field Sample”) regarding limitations on test results from reheated archived samples.

3. On page 336.00-7 under Subsection 336.03.04.01 - “Sampling” of the Standard Specifications, add the following sentence to the first paragraph:

When samples are obtained by two testing laboratories, the samples shall be split from a single sample or taken at the same time and at locations immediately adjacent to each other.

4. On page 336.00-7 under Subsection 336.03.04.02 - “Preparing Field Sample”, of the Standard Specifications, delete the second and third paragraphs and replace as follows:

If the temperature of the HMA is below the approved mix design’s compaction temperature, the temperature of the HMA shall be recorded and the sample shall be reheated to the approved mix design’s compaction temperature. Heating samples should be done by placing the sample in a covered container in an oven for a maximum of one hour or placing the sample in a mixing bowl on top of a hot plate or propane stove, for a maximum of 10 minutes, and continuously mixed until compaction temperature has been reached. Samples shall be discarded if burned during reheating.

Note: Samples well below the compaction temperature may require additional heating time. Reheating of samples beyond the maximums specified is not desirable. In such instances, new samples should be taken in the field, if possible. If this is not possible and samples must be reheated beyond the specified maximums, the test results from reheated archived samples shall not be used for direct comparison with results from tests on hot, fresh samples but only for relative comparisons.

### **1.02 REMOVAL OF EXISTING IMPROVEMENTS**

This section covers the construction methods involved in removing existing improvements.

Existing Portland cement concrete (PCC) improvements shall be removed to neatly sawed edges with sawcuts made to a minimum depth of 1½ inches. No section to be replaced shall be smaller than 30 inches in length. Curb and gutter shall be sawed to depth of 1½ inches on a neat line at right angles to the curb face.

Removal of the curb and gutter shall include all existing composite material from back of curb to 12-inches in front of the lip of the gutter. The contractor shall be required to achieve a vertical, neat line in a location appropriate for the method of curb and gutter placement chosen. The Contractor shall match the existing top of curb and maintain the uniform flow line of the gutter. If a uniform flow line does not exist, the Contractor shall establish a uniform flow line as directed by the Design Engineer.

Bituminous pavement shall be removed to clean straight lines by sawcutting where the removal of existing improvements does not include the total amount of paving encountered. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be trimmed to neat straight lines at least

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9 inches wider than the trench on each side before resurfacing to insure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials. Where new pavement is to adjoin existing bituminous or concrete pavements, the existing pavement shall be sawcut or blade-cut straight.

It shall be the Contractor's responsibility to protect the integrity of the edge of pavement adjacent to the removal section.

The Contractor shall remove all existing improvements to the required depth by a method that does not damage the subgrade. Pneumatic wheel construction equipment, including, but not limited to, trucks, loaders, excavators and scrapers, will not be allowed on the exposed subgrade within the roadway section. Should the Contractor fail to utilize necessary caution to protect the subgrade or allow pneumatic wheel construction equipment on the subgrade within the roadway section after the existing surface has been removed; all overexcavation and deep stabilization shall be at the Contractor's expense.

The Contractor shall take all necessary precautions to protect existing landscaping, which may be disturbed during the execution of the work. All restoration work shall be in accordance with the applicable provisions of Section 333 – "Landscaping" of the Standard Specifications, or as specified herein.

Where lawn or landscape with topsoil has been disturbed, contaminated, or removed, the Contractor shall replace the topsoil with an imported, high quality garden topsoil to a minimum depth of 3 inches; with minimal compaction. Areas of concern may include, but are not limited to, landscaping adjacent to sidewalks, curbs and gutters, driveways, and alleys. The topsoil shall conform to Section 200.08 – "Topsoil" of the Standard Specifications.

Existing improvements; adjacent property; utilities and other facilities; and trees and plants that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.

The Contractor shall notify the U.S. Postal Service to coordinate all mailbox relocation.

Any existing improvements, including, but not limited to, retaining walls, adjacent property, utilities, sprinkler systems, signs, other facilities or appurtenances, trees and plants, which are damaged or displaced as a result of the Contractor's operation shall be replaced or restored to the original position and condition prevailing prior to start of operations at the Contractor's own expense unless otherwise directed by the RTC Project Manager or Design Engineer. In addition, removal of existing improvements shall be done in accordance with the provisions of Section 300.04 - "Protection of Utilities and Underground Facilities" of the Standard Specifications.

### **1.07 TRENCH EXCAVATION**

Subsection 305.02 - "Maximum Length of Open Trench" of the Standard Specifications, is herewith amended as follows:

1. Add the following paragraph:

Unless otherwise directed by the Design Engineer and approved by the Agency, there shall be no unprotected open trench remaining at the end of the working day. At the end of the working day, any open trench shall be protected by plating or other means approved by the Design Engineer and the Agency.

**1.12 PORTLAND CEMENT CONCRETE**

**1.12A COMPOSITION OF MIXTURES**

The Contractor shall submit in writing for approval a mix design conforming to the requirements of Subsection 337.01 - "General" of Section 337 - "Composition of Mixtures" of the Standard Specifications. All Portland Cement Concrete, unless otherwise indicated, shall have a coarse aggregate gradation conforming to Size No. 67 in Subsection 200.05.03 - "Coarse Aggregates" of the Standard Specifications. Cement shall be Type II.

If the Contractor submits a written request to use Size No. 57 in lieu of Size No. 67, and if the Agency approves this request, then air entrainment shall be adjusted to conform to ACI requirements for severe conditions.

**1.12B SIDEWALK, CURB AND GUTTER**

Concrete used for curbs, gutters, sidewalks, pedestrian ramps, and driveway aprons shall conform to the requirements of Subsection 337.10.01.01 - "Portland Cement Concrete Exposed to Freeze-Thaw Cycles" of the Standard Specifications and shall be reinforced with collated, fibrillated polypropylene fibers conforming to the requirements of Subsection 202.02.02.04 - "Polypropylene Fibers" of the Standard Specifications, at 1.5 pounds per cubic yard of concrete.

Subsection 312.10.02 - "Sidewalk Surface" of the Standard Specifications is herewith amended as follows:

1. Add the following paragraphs:
  - a) When a 10-foot straightedge is placed on the sidewalk, curb, or gutter, the surface shall not vary more than  $\frac{1}{4}$  inch from the edge of the straightedge, except at grade changes.
  - b) Curbs at pedestrian ramps shall **not** be placed monolithically with pedestrian ramps.

**1.12C THRUST BLOCKS**

Portland Cement Concrete used for thrust blocks shall have a minimum compressive strength of 3000 psi when tested at 28 days and have a 1 to 4 inch slump.

Thrust blocks shall be installed such that they bear against the pipe fitting on one side and against the undisturbed earth on the other side. The Contractor shall provide anchor blocks and support blocks on vertical bends.

Thrust block concrete shall not obstruct the removal of bolts from fittings. Concrete shall be prevented from adhering to the fittings. Either a liquid bond breaker shall be applied to the fitting, or an impervious membrane shall be used.

**1.12D RETAINING WALLS**

Concrete used for retaining walls shall conform to the requirements of Subsection 337.10.01.01 – “Portland Cement Concrete Exposed to Freeze-Thaw Cycles” of the Standard Specifications.

**1.12E PAVING**

**1.12F UTILITY ADJUSTMENTS**

Concrete used for utility adjustments shall conform to the requirements of Subsection 337.10.01.01 – “Portland Cement Concrete Exposed to Freeze-Thaw Cycles” of the Standard Specifications and shall be reinforced with collated, fibrillated polypropylene fibers conforming to the requirements of Subsection 202.02.02.04 – “Polypropylene Fibers” of the Standard Specifications, at 1.5 pounds per cubic yard of concrete.

The concrete used for utility adjustments shall be protected until a minimum compressive strength of 3,000 psi is attained. The RTC Project Manager shall approve the method of protection

**1.13 DETECTABLE SURFACE WARNING TILES**

1. The detectable surface warning tiles shall consist of precast tiles with a minimum size of 2' x 2', color dark red. Approved products include: CASTinTACT, TEKWAY DOME-TILES, ARMOR CAST WET SET TILES, and ARCIS WET SET TILES. Detectable surface warning tiles shall be constructed per manufacturer's installation guidelines and conform to ADAAG standards.
2. Proposed Substitution products are to be submitted for approval in accordance with provision 22 of the Instruction To Bidders, page ITB-4, within these documents. In order to be considered, submittal packages for alternate truncated concrete dome materials must be prepared and submitted in accordance with the requirements of STS 1.13 DETECTABLE SURFACE WARNING TILES.
3. The Contractor shall check the prefabricated panels upon delivery to verify that the proper material has been received. The panels shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling.
4. The prefabricated panels shall be installed in accordance with the Reno Standard Details and the manufacturer's recommendations.
6. Submittals shall include the following:
  - a) The product data sheet and certification from the Manufacturer that the prefabricated detectable surface warning tile panels supplied meets the requirements of STS 1.13 DETECTABLE SURFACE WARNING TILES; and
  - b) The manufacturer's installation instructions and general recommendations.

**1.14 BITUMINOUS PLANTMIX**

Bituminous Plantmix shall conform to the requirements of Section 320 - “Plantmix Bituminous Pavement” of the Standard Specifications, except as modified herein.

The Contractor shall submit in writing for approval a job mix formula conforming to Subsection 320.02 – “Composition of Mixtures” of the Standard Specifications. Type 2 aggregate conforming to Subsection 200.02.03 – “Plantmix and Roadmix Aggregate” shall be used unless otherwise specified. Preparation of the aggregates shall be in accordance with the Marination Method described in Subsection 401.03.08 – “Preparation of Aggregates”, of the Nevada Department of Transportation Standard Specifications for Road and Bridge Construction.

Unless otherwise approved by the Agency, Asphalt Cement shall be PG64-28NV for the full depth for all paving on this project. Asphalt binders shall conform to the requirements of Section 201 - “Bituminous Material” of the Standard Specifications.

**1.14A COMPOSITION OF MIXTURES**

Subsection 320.02.01 - “Job Control Grading Band” of the Standard Specifications, is herewith amended as follows:

1. Amend the gradation and asphalt cement content table as follows:

	<b>Maximum Tolerance</b>
Aggregate passing No. 4 and larger sieves	±7 percent
Aggregate passing No. 8 to 100 sieves	±4 percent
Aggregate passing No. 200 sieve	±2 percent
Asphalt content	-0.2% to +0.7% of total weight of mix

2. Delete the third paragraph of Subsection 337.04.01 – “Composition of Mixtures” of the Standard Specifications and replace as follows:

The optimum asphalt cement content shall be determined to 0.1 percent, by total weight of mix and dry weight of aggregate, in accordance with the Asphalt Institute’s Manual Series No. 2 (MS-2) with a target value of 3% Air Voids for light traffic conditions (design Equivalent Single Axle Load (ESAL) < 10<sup>4</sup>) and 4% Air Voids for medium and heavy traffic conditions (design ESAL > 10<sup>4</sup>). The Contractor shall use a 75-blow Marshall mix design for all streets on this project, except a 50-blow Marshall mix design for \*medium/light traffic conditions shall be used on the following streets: \*. The mix design and project control samples shall conform to MS-2 Table 5.2 - Marshall Mix Design Criteria as modified in STS Table 1.14A-1.

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STS Table 1.14A-1: Modified MS-2 Table 5.2 - Marshall Mix Design Criteria

	<b>Light Traffic<sup>2</sup> Surface &amp; Base</b>		<b>Medium Traffic<sup>2</sup> Surface &amp; Base</b>		<b>Heavy Traffic<sup>2</sup> Surface &amp; Base</b>	
Marshall Method Mix Criteria <sup>1</sup>						
Compaction, Number of Blows, Each End of Specimen	50*		50		75	
Stability (pounds)	1,200 Min.*		1,200 Min.		1,800 Min.	
Flow (0.01 inches)	8 Min.	16 Max.*	8 Min.	16 Max. <sup>(8)</sup>	8 Min.	14 Max. <sup>(8)</sup>
Air Voids (percent)	2 Min.*	4 Max.*	3 Min.	5 Max.	3 Min.	5 Max.
Voids in Mineral Aggregate (percent)	See STS Table 1.14A-2 : MS-2 Table 5.3					
Voids Filled With Asphalt (percent)	70	80	65	78	65	75

Notes:

1. All criteria, not just stability value alone, must be considered in designing an asphalt paving mix. Hot mix asphalt bases that do not meet these criteria when tested at 140 °F are satisfactory if they meet the criteria when tested at 100 °F and are placed 4 inches or more below the surface.
  2. Traffic classifications  
 Light Traffic conditions resulting in a Design ESAL < 10<sup>4</sup>  
 Medium Traffic conditions resulting in a Design ESAL between 10<sup>4</sup> and 10<sup>6</sup>  
 Heavy Traffic conditions resulting in a Design ESAL > 10<sup>6</sup>
  3. Laboratory compaction efforts should closely approach the maximum density obtained in the pavement under traffic.
  4. The Flow value refers to the point where the load begins to decrease.
  5. The portion of asphalt cement lost by absorption into the aggregate particles must be allowed for when calculating percent air voids.
  6. Percent air voids are calculated at the target value.
  7. Percent voids in the mineral aggregate are to be calculated on the basis of the ASTM bulk specific gravity for the aggregate.
  8. Upon approval of Agency, flow may exceed the maximum value when polymer modified binders are used.
- \* Indicates modified value from MS-2 Table 5.2.



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STS Table 1.14A-2: MS-2 Table 5.3 - Minimum Percent Voids in Mineral Aggregate (VMA)

Nominal Maximum Particle Size (inches) <sup>1, 2</sup>	Voids Filled in Mineral Aggregate (percent), Min.		
	Design Air Voids (percent) <sup>3</sup>		
	3.0	4.0	5.0
No. 16	21.5	22.5	23.5
No. 8	19.0	20.0	21.0
No. 4	16.0	17.0	18.0
3/8	14.0	15.0	16.0
1/2	13.0	14.0	15.0
3/4	12.0	13.0	14.0
1	11.0	12.0	13.0
1-1/2	10.0	11.0	12.0
2	9.5	10.5	11.5
2-1/2	9.0	10.0	11.0

Notes:

1. Standard Specifications for Wire Cloth Sieves for Testing Purposes.
2. The nominal maximum particle size is one size larger than the first sieve to retain more than 10 percent.
3. Interpolate minimum voids in the mineral aggregate (VMA) for design air void values between those listed.

1.14B PAVING

I SPREADING AND FINISHING

Subsections 320.03 - "Construction" and 320.05 - "Spreading and Finishing" of the Standard Specifications, are herewith amended as follows:

1. Add the following subsection:

**320.03.03.01 Automatic Controls.** Pavers placing the final lift of the plantmix bituminous pavement for any uniform roadway section shall be equipped with an automatic control system capable of operating in conjunction with either a ski type device of not less than 30 feet in length or a taut wire set to grade. Automatic controllers are required on each side of the paver for the final lift of the plantmix bituminous pavement.

Where a paver is matching longitudinal joints, a joint matcher ski running on automatic controls is required.

The Contractor shall furnish all equipment required and shall install all stakes and wire required for the wire system.

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2. Add to the introductory paragraph of Subsection 320.05 - “Spreading and Finishing” of the Standard Specifications as follows:

Refer to STS 1.14B| SPREADING AND FINISHING - Item 1, designated as Subsection 320.03.03.01 - “Automatic Controls” of the Standard Specifications, for automatic controls requirement for bituminous pavers.

3. Add to the fourth paragraph of Subsection 320.05 - “Spreading and Finishing” of the Standard Specifications as follows:

In other areas where mechanical spreading and finishing equipment is used, loose plantmix material shall not be broadcast across the mat to repair surface irregularities. Instead, the irregular surface material shall be removed and replaced with mix, which shall be placed gently on the surface and large aggregate raked off the surface and removed before rolling. At joints, bituminous material at the edges of pavement shall be pushed back off the adjoining pavement, and the edge “pinch” rolled to provide a tight, flush joint. Loose aggregate at the edges of the pavement mat shall not be pushed across the mat with the rake and rolled into the mat, but instead will be raked off the mat and removed before rolling.

4. Add the following paragraphs after the second paragraph in Subsection 320.05.02 - “Joints”:

\*|The Contractor shall minimize the number of transverse joints in the final lift of pavement in any particular roadway segment.

“Hot” joints are joints where adjacent paving lifts are placed during the same work shift, when previously placed pavement is relatively “hot”. Joints constructed otherwise are considered “Cold” joints.

All TOP LIFT longitudinal joints shall be “Hot” joints unless otherwise approved or directed by the Agency or Design Engineer.

All “Cold” longitudinal joints directly below the TOP LIFT (final course of bituminous dense-grade pavement) shall be sawcut back a minimum of six (6) inches horizontally and to full depth of the lift, but not to exceed the depth of the lift.

For all sawcut joints, TOP LIFT or otherwise, a tack coat of asphaltic emulsion shall be applied to the contact surface prior to placement of the abutting lift.

The RTC reserves the right to sample cores directly at pavement joints to determine if workmanship (good in-place densities and absence of excessive voids and segregation) is acceptable within the joints.

II ACCEPTANCE

Subsection 320.06 - "Acceptance" of the Standard Specifications, is herewith amended as follows:

1. Delete the introductory paragraph and replace as follows:

Plantmix bituminous pavement shall be accepted on the basis of surface tolerance, density, thickness, surface texture, conformance with the tolerances of the job mix formula, and the Marshall properties required in this subsection and in accordance with the testing requirements of Section 336 - "Inspection and Testing" of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING.

2. Delete the second paragraph of Subsection 320.06.01 - "Surface Tolerances" of the Standard Specifications and replace as follows:

Surface tolerances shall be evaluated, as specified in the Bid Item, by either method as described in STS 1.14Bii ACCEPTANCE - Items 3 or 4, designated as Subsection 320.06.01.01 - "Profilograph Method" and Subsection 320.06.01.02 - "12-foot Straight Edge Method," respectively.

- 3.

4. Add the following subsection:

**320.06.01.02 12-foot Straight Edge Method.**

- a) A 12 feet long straight edge shall be used. When measured longitudinally (profile), the straight edge shall be laid on the finished surface and parallel with the centerline of the roadway. For transverse (cross section) measurements, the straight edge shall be laid in a direction transverse to the centerline and extending from edge to edge of a 12 foot traffic lane.

The RTC may use a profilograph to locate pavement surfaces which display unacceptable surface tolerance. Profilograph measurement shall be in accordance with STS 1.14Bii ACCEPTANCE - Item 3 (a), designated as a portion of Subsection 320.06.01.01 - "Profilograph Method." Once identified, the conformance criterion will remain as specified below in Item 4 (b), designated as a portion of Subsection 320.06.01.02 - "12-foot Straight Edge Method," that is, not subject to the conformance criterion listed for the profilograph method.

- b) The longitudinally (profile) surface shall not vary more than 1/8 inch from the lower edge of the straightedge. The transverse (cross section) slope of the finished surface shall be uniform to a degree such that no depressions greater than 1/4 inch are present. The finished grade of the asphalt surface shall vary no more than 5/8 inch from design finished grade in both profile and cross section.

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Grinding shall be done in accordance with STS 1.14B<sup>III</sup> MITIGATION - Item 3, designated as Subsection 320.07.01.01 - “Grinding for Conformance of Surface Tolerances.”

5. Delete Subsection 320.06.03 - “Thickness” of the Standard Specifications and replace as follows:

**320.06.03 Thickness.** Cut samples taken in accordance with Section 336.03.04 - “Asphalt Concrete” of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING shall be used to determine conformance with thickness specifications. The average thickness of cores shall be at least equal to the specified minimum thickness of the asphalt concrete pavement with no single core less than ½ inch thinner than the specified minimum thickness. Both average and single core thickness shall be compared to the specified thickness to the nearest 0.1 inch.

6. Add the following subsection:

**320.06.04 Surface Texture.** The finished texture of wearing course paving constructed using dense graded bituminous plantmix shall be dense and uniform in appearance, displaying a homogeneous distribution of fine and coarse aggregate with no apparent surface voids.

7. Add the following subsection:

**320.06.05 Job Mix Formula and Marshall Properties.** Bituminous plantmix will be tested for compliance with the job mix formula and Marshall properties on a “lot” basis. A lot is as defined in Subsection 320.06.02 - “Density” of the Standard Specifications. Each lot will be tested for job mix formula and Marshall properties compliance.

Each lot of compacted pavement will be accepted, with respect to job mix formula and Marshall properties, when test results on fresh, hot samples conform to the requirements set forth in Subsection 320.02 - “Composition of Materials” and as modified in STS 1.14<sup>I</sup> BITUMINOUS PLANTMIX, including but not limited to, Marshall air voids, stability, flow, asphalt content, and aggregate gradation. Testing shall be in accordance with Subsection 336.03.04 - “Asphalt Concrete” of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING.

### III MITIGATION

Subsections 320.07 - “Mitigation of Unacceptable Asphalt Concrete Pavement” and 320.09 - “Basis of Payment” of the Standard Specifications, are herewith amended as follows:

1. Add an introductory paragraph and a second paragraph for Subsection 320.07 - “Mitigation of Unacceptable Asphalt Concrete Pavement” of the Standard Specifications as follows:

**320.07 MITIGATION OF UNACCEPTABLE ASPHALT CONCRETE PAVEMENT.** The objective of mitigation is to assure the final pavement will meet the design service life of the roadway. Those portions of the constructed work which do not comply with contract specifications, as determined in accordance with Subsection 320.06 - "Acceptance" of the Standard Specifications and as modified in STS 1.14B|| ACCEPTANCE, shall be mitigated in such a manner that the performance, service life, and maintainability expectations of the originally specified project will be achieved. Payment penalties in lieu of mitigation shall be considered as a last resort and utilized only in those cases where mitigation to achieve the expected performance, service life, and maintainability is deemed by the Agency to be not possible or practical. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches which may include combinations of various physical mitigation measures and payment penalties. The Agency, at its option, will decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory, and Contractor.

In the event pavement mitigation is necessary to correct deficiencies, the RTC may direct the Contractor to perform some or all pavement mitigation after normal business hours, at night, and/or on weekends, to minimize impacts sustained by the public, at the Contractor's own expense.

2. Amend Subsection 320.07.01 - "Unacceptable Surface Tolerance" of the Standard Specifications as follows:

**320.07.01 Unacceptable Surface Tolerances.** Unacceptable surface tolerance shall be corrected by either overlaying or grinding as directed by the Agency or Engineer. Grinding shall be done in accordance with STS 1.14B|| MITIGATION - Item 3, designated as Subsection 320.07.01.01 - "Grinding for Conformance of Surface Tolerances."

Apply fog or slurry seal to ground areas after the surface tolerance specifications have been met. The Agency shall determine the type of sealant to be used.

In areas to be corrected with an overlay, grinding, followed by tack coat, may be necessary to provide a minimum 1½ inch overlay and butt joints where matching existing pavements.

3. Add the following subsection:

**320.07.01.01 Grinding for Conformance of Surface Tolerances.** The grinding machine for correcting pavement surface tolerances shall be power driven, self-propelled and specifically designed to remove, profile, smooth, and texture hot mix asphalt. The Contractor shall use a grinding machine with a wheel base of not less than 12 feet, equipped with a rotating powered mandrel drum studded with diamond blades with a cutting head not less than 3 feet wide. The grinding machine shall be equipped with an effective means for controlling dust and other particulate matter.

Do not cause strain or damage to the underlying surface of the pavement with the

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grinding machine. Do not use grinding and texturing equipment that causes ravels, aggregate fractures, spalls, or disturbance of joints.

The Contractor shall perform grinding in a longitudinal direction. A satisfactorily grind will produce a uniform textured surface over the surface areas designated for grinding.

The surface of the ground pavement shall have parallel corduroy-type texture consisting of grooves between 1/12- inch and 1/8-inch wide. The peaks of the ridges shall be approximately 1/16-inch higher than the bottom of the grooves with approximately 52 to 58 evenly spaced grooves per foot.

The Contractor shall perform additional grinding as necessary to extend the ground area laterally to the nearest lane line or edge of pavement and longitudinally to lines normal to the pavement centerline.

The Contractor shall correct areas that cannot not be brought into specified surface tolerances by abrasive grinding by both removal and replacement, or by placing an overlay of hot mix asphalt. The Contractor shall obtain approval of the exact method of correction.

Fog or slurry seal shall be applied to ground areas after the surface tolerance specifications have been met. The Agency shall determine the type of sealant to be used.

4. Delete Subsections 320.07.02 - "Unacceptable Density" and Table 1 in Subsection 320.09 - "Basis of Payment" of the Standard Specifications and replace as follows:

**320.07.02 Guideline for In-place Density/Air Voids.** The RTC and the Design Engineer will consider STS Table 1.14BIII-1 or 1.14BIII-2 "Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids", as applicable for the design traffic conditions, input from the Contractor, and sound engineering analysis and judgment before requiring mitigation (i.e. removal and replacement, increased thickness, or surface treatment) and/or payment deduction (if mitigation is not practical or possible) for plantmix bituminous pavement which deviates from specification requirements. Since the matrix does not include all factors and site conditions which may affect the overall performance of the pavement, the RTC may, upon consideration of the specific circumstances, increase, reduce or waive mitigation and/or payment reduction, or combine portions of mitigation and payment reduction.

If the RTC makes a preliminary determination that mitigation, and/or payment deduction is necessary on the basis of In-place Density/Air Voids, the Contractor may submit a written request to RTC for retests. The retests shall be in accordance with Section 336 - "Inspection and Testing" of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING. The retests may be performed by the Agency's quality assurance laboratory or by any other approved, independent testing laboratory (the Contractor shall request the laboratory in writing for RTC approval).

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Retests shall be undertaken at the Contractor's own expense. If the results of any retests are significantly different from initial testing, a "referee" test will be performed by an independent testing lab, which is mutually acceptable to the RTC and the Contractor. The RTC may waive the "referee" test if after consulting with the Design Engineer it is determined that the "referee" test is unnecessary. Fifty percent of the cost of "referee" tests shall be paid by the RTC and 50 percent shall be paid by the Contractor. The RTC may elect to make full payment and deduct the Contractor's 50 percent from progress or final payment to Contractor. The RTC will make a final determination regarding mitigation and/or payment reduction based upon the preponderance of test results and other factors.

5. Delete subsection 320.07.03 Unacceptable Thickness and replace as follows:

**320.07.03 Unacceptable Thickness.** Insufficient thickness not meeting the requirements of subsection 320.06.03 – “Acceptance – Thickness” – shall be mitigated as follows:

<b>Thickness</b>	<b>Mitigation</b>
4” - 3.76”	20% pay deduct for top lift paving
3.75” – 3.51”	50% pay deduct for top lift paving
≤ 3.5”	Remove top lift & replace or add a 1.5” Type 3 overlay

For mitigation purposes in this subsection, the thickness will be the average of all cores taken, and the cost of the top lift paving is \$0.60 per square foot per one inch of thickness.

The overlay mitigation option is allowable only at where there is no curb and gutter. Grinding may be necessary to eliminate the problems associated with raising of finish grade as determined by the governing Agency or Engineer, but in all cases, the perimeter of the corrective overlay shall be placed as a flush butt-joint formed by grinding of existing pavement abutting the overlay.

6. Add the following subsection:

**320.07.04 Unacceptable Surface Texture.** Unacceptable surface texture shall be mitigated as directed by the Agency. Required mitigation may include any necessary measures up to, and including, removal and replacement of the deficient material. If correction of surface texture results in a visually non-uniform pavement surface, the Contractor may be required to restore the pavement surface to a uniform visual appearance as directed by the Agency. Such measures shall be done at the Contractor’s own expense.

7. Add the following subsection:

**320.07.05 Guideline for Job Mix Formula and Marshall Properties.** If the compacted pavement is not in compliance with the job mix formula and all Marshall properties, mitigation shall be as directed by the Agency. Due to the complexity of the deficiency matrix, it is impossible to have a mitigation table

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which covers all possible combinations of the deficiencies and all factors and site conditions which may affect the overall performance of the pavement; therefore, the RTC shall evaluate the deficiency on a case by case basis and may require any necessary measures ranging from payment deductions to removal and replacement of the deficient materials, or any combination of the mitigation measures.

The RTC may consider test results from the Contractor's quality control laboratory if submitted, provided that the sampling and testing are performed, using split samples with the Agency's quality assurance laboratory, in accordance with Section 336 - "Inspection and Testing" of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING.



**STS Table 1.14BIII-1**  
**Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids**  
**Light Traffic Conditions (see Note 4)**

The objective of the mitigations listed on the table below is to assure the final pavement will meet the design service life of the roadway. Reductions in payment do not achieve that goal and should be considered only if mitigation is not possible or practical. The mitigation table is an attempt to provide uniformity and fairness to the evaluation process of substandard pavements. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches. The appropriate mitigation requires sound engineering analysis and judgment. The Agency will, at its option, decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory, and the Contractor.

Marshall Compaction % (Note 5)	In Place Air Voids % (Rice) (Note 6)	Increase Thickness (Notes 7&8)		Surface Seal (Note 8)			Remove Replace	Payment (Note 8)		
		1"	1-1/2"	Sand Seal	Slurry Seal	Sand Blotter		100%	90%	50%
	<2			X (A)				X(A)	X	
	-							X		
	>7 & ≤ 10			X	X				X	
	> 10		X	X(A)	X(B)		X			X(A, B)
	≥ 4 & ≤ 7								X	
< 96 & ≥ 93	>7 & ≤ 10		X							X
	> 10		X(A)				X			X(A)
< 93							X			
	<2								X	X
	-							X		
≥ 96	>7 & ≤ 10								X	
	> 10	X								X
	≥4 & ≤ 7								X	
<96 & ≥ 93	>7 & 10	X								X
	> 10		X				X			X(A)
< 93							X			

Notes:

- Each 'X' represents a recommended mitigation remedy. Several X's for a single deficiency indicate alternate methods of remediation unless noted otherwise. Individual judgment must be exercised by the RTC Project Manager on each specific project.
- Each 'X' labeled either (A) or (B) represents a combination of mitigation remedies listed as group (A) or group (B).
- See STS 1.14BIII MITIGATION - Item 6, designated as Subsection 320.07.05 - "Guideline for Job Mix Formula and Marshall Properties," for mitigation required when the compacted pavement is not in compliance with the job mix design and/or Marshall properties.
- Traffic classifications:  
 Light Traffic conditions resulting in a Design ESAL <10<sup>4</sup>  
 Medium Traffic conditions resulting in a Design ESAL between 10<sup>4</sup> and 10<sup>6</sup>  
 Heavy Traffic conditions resulting in a Design ESAL >10<sup>6</sup>  
 For light traffic conditions, see Asphalt Deficiency Mitigation Matrix for Light Traffic Conditions.
- The average Marshall Compaction for the lot shall be rounded to the nearest 1 percent in accordance with the procedure described in Section 336 - "Inspection and Testing," of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
- Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 - "Inspection and Testing" of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete"
- Increase total pavement thickness by the indicated amount using approved mix.
- Mitigation may not be limited to the matrix shown on this table if the pavement is also deficient in other areas.

**STS Table 1.14BIII-2  
Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids  
Medium & Heavy Traffic Conditions (see Note 4)**

The objective of the mitigations listed on the table below is to assure the final pavement will meet the design service life of the roadway. Reductions in payment do not achieve that goal and should be considered only if mitigation is not possible or practical. The mitigation table is an attempt to provide uniformity and fairness to the evaluation process of substandard pavements. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches. The appropriate mitigation requires sound engineering analysis and judgment. The Agency will, at its option, decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory and the Contractor.

	Marshall Compaction % (Note 5)	In Place Air Voids % (Rice) (Note 6)	Increase Thickness (Notes 7&8)	Surface Seal (Note 8)			Remove Replace	Payment (Note 8)		
				+1½"	Sand Seal	Slurry Seal		Chip Seal	100%	90%
<b>WEARING</b>	≥ 96	<3					X	X	X	
		≥3 & ≤8					X	X	X	
	>8 & ≤11			X	X	X		X		
	> 11	X					X			
< 96 & ≥ 93	≥ 4 & ≤ 8	X					X	X	X	
	>8 & ≤11	X(A)			X(B)		X	X(A)	X(B)	
	> 11	X(A)					X		X(A)	
< 93						X				
<b>NON-WEARING</b>	≥ 96	<3					X	X	X	
		≥3 & ≤8					X	X	X	
	>8 & ≤11			X			X	X	X	
	> 11	X					X		X	
<96 & ≥ 93	≥4 & ≤8	X					X	X	X	
	>8 & ≤11	X					X	X	X	
	> 11	X(A)					X		X(A)	
< 93						X				

Notes:

- Each 'X' represents a recommended mitigation remedy. Several X's for a single deficiency indicate alternate methods of remediation unless noted otherwise. Individual judgment must be exercised by the Engineer on each specific project.
- Each 'X' labeled either (A) or (B) represents a combination of mitigation remedies listed as group (A) or group (B).
- See STS 1.14BIII MITIGATION - Item 6, designated as Subsection 320.07.05 - "Guideline for Job Mix Formula and Marshall Properties," for mitigation required when the compacted pavement is not in compliance with the job mix design and/or Marshall properties.
- Traffic classifications:  
 Light Traffic conditions resulting in a Design ESAL <10<sup>4</sup>  
 Medium Traffic conditions resulting in a Design ESAL between 10<sup>4</sup> and 10<sup>6</sup>  
 Heavy Traffic conditions resulting in a Design ESAL >10<sup>6</sup>  
 For light traffic conditions, see Asphalt Deficiency Mitigation Matrix for Light Traffic Conditions.
- The average Marshall Compaction for the lot shall be rounded to the nearest 1 percent in accordance with the procedure described in Section 336 - "Inspection and Testing," of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
- Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 - "Inspection and Testing" of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
- Increase total pavement thickness by the indicated amount using approved mix.
- Mitigation may not be limited to the matrix shown on this table if the pavement is also deficient in other areas.

#### IV SPECIAL PAVING CONSIDERATIONS

The Contractor shall submit, at the time of traffic control submittal, a paving plan superimposed onto the striping plan to illustrate locations of paving joints in relation to striping. The paving joints in the final lift shall be located within 6" from lane stripes, unless otherwise authorized in writing by the Engineer.

Where directed by the Engineer, the Contractor shall spread blotter sand on the surface of final-lift pavement to reduce the driveway or intersection closure time and protect the pavement surface at high traffic or critical locations.

#### V TACK COAT

Subsection 316.03.04 - "Application of Bituminous Materials" of the Standard Specifications, is herewith amended as follows:

Unless otherwise directed by the Design Engineer, cleaning and the application of a tack coat shall be provided between all paving courses that are not constructed in the same shift. Tack coat shall consist of asphalt emulsion, Type SS-1h, conforming to the requirements of Section 201 – "Bituminous Materials" of the Standard Specifications to the cleaned, cured surface, unless otherwise directed by the Design Engineer. The tack coat shall be applied in sufficient quantity to provide a continuous membrane over the cement modified material. No more tack shall be applied than can be covered in the same shift. Place the covering course over tack that is clean, free of tracking and adequately set.

#### VI LONGITUDINAL JOINTS

This specification is developed in an effort to obtain longer pavement life by adding emphasis on longitudinal joint quality. This portion of the STS will apply for the sole purpose of assessing the bonus/penalty of this specification. The longitudinal joint result will not tie to the acceptance of the pavement. This portion of the STS, however, does not eliminate any requirement as listed in all other sections of the STS.

**Bonus or Penalty for longitudinal joint applies only when the mat for the associated paving "lots" are acceptable according to STS 1.14BII Acceptance.**

1. Testing and reporting will be performed by the quality assurance laboratory (i.e. RTC's consultant). Testing will be done on the TOP LIFT<sup>1</sup> only for both HOT & COLD longitudinal joints for each joint segment. Longitudinal joint segment is defined as every 1,000 feet of longitudinal joint and any remainder that is 800 feet or longer. Testing for the longitudinal joints include Thin Lift Nuclear Test and Core Test as described in the following paragraphs.
2. Thin Lift Nuclear Test (Nuclear Gauge Test) shall be performed as follows:
  - a) Frequency & Location – Nuclear gauge readings shall be taken every 200 feet on BOTH sides of a longitudinal joint segment directly across from each other, beginning at a random location within the first 200 feet as determined by the Design Engineer.

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<sup>1</sup> TOP LIFT is defined as the final course of bituminous dense-grade pavement.

## SPECIAL TECHNICAL SPECIFICATIONS

- b) Timing – To avoid additional traffic control needed for the testing operation, nuclear gauge readings shall be taken shortly following the completion of the longitudinal joint construction.
- c) Equipment – Testing shall be performed using a gauge specifically designed for asphalt testing such as a Troxler 4640B or Troxler 3450, or approved equivalent. It is not necessary that the nuclear gauge be calibrated to the mix. However, the same nuclear gauge should be used for the same longitudinal joint segment.
- d) Testing – One 1-minute test is to be performed at each test location. The nuclear density testing shall be performed with the long axis of the nuclear density gauge parallel to the joint and with the nearest edge of the nuclear gauge no closer than 3 inches from the joint and no further than 4.5 inches from the joint. The footprint of the gauge shall be marked with keel or other product that clearly defines the test locations. All testing shall be performed in the same direction (i.e. up or down station).
- e) Re-Test – When the test result,  $t_n$ , differs more than 4 pounds per cubic foot (pcf) from the previous test,  $t_{n-1}$ , a re-test at the previous test location is required to assure that the previous test is not in error. Both test results shall be recorded. If the re-test is within 4 pcf of the original previous test result, use the original previous test result. Otherwise, keep record of the results  $t_n$  and  $t_{n-1}$  but do not use them for any further calculations. Instead, recalibrate the thin lift nuclear gauge, resume testing beginning at the  $t_{n-1}$  location, and use the new test results.

3. Core Test will be performed as follows:

- a) Frequency & Location – In addition to the coring required for the mat, one core test shall be performed for every longitudinal joint segment, location of which shall be determined as below:
  - i. Mean Joint Density (MJD) is the average of the readings of the Nuclear Gauge Test on each side of a longitudinal joint segment. The core is to be taken on the side with the lower MJD. If the MJD on both sides are equal, core on the side which was paved first.
  - ii. The core shall also be at a location where a Nuclear Gauge Test was performed and reasonably close to a core location for the mat. The core shall be centered inside of the previously marked footprint of the Nuclear Gauge Test. In no case shall the near edge of the core be closer than 3 inches from the joint.
  - iii. If coring is to occur at a location with pavement markings made of 3M tape or thermoplastic tape, adjust the core location up or down station as appropriate up to a distance of 20 feet maximum. Otherwise, remove necessary portions of the pavement markings before coring.
- b) Timing – Coring at the joint shall be at the same time of coring at the mat.
- c) Equipment – Same equipment as the standard core test for the mat.
- d) Testing – Test procedures will be the same as the standard core test (in-place density/air voids) for the mat in accordance with STS 1.01 INSPECTION AND TESTING. Use the hot sample properties from the corresponding lot, based on the core location (i.e. stationing and which side of the joint), for calculating core test results.

**SPECIAL TECHNICAL SPECIFICATIONS**

e) Re-Test – Re-testing will only be allowed at the sole discretion of the RTC. If allowed, re-testing shall be at the sole cost of the Contractor and performed by a qualified third party laboratory that meets RTC’s criteria for testing. The location of the additional core(s) shall be in within 5 feet up or down station from the original core and the sampling shall be witness by the Design Engineer.

4. When applicable, the bonus and penalty is calculated as follows:

$$\text{Bonus/Penalty} = \frac{\sum F_i}{N} \times A \times T \times U$$

Where

*F* = Factor for individual longitudinal joint segment based on joint core results per STS Table 1.14BVI-1 or 1.14BVI-2 as applicable.

*N* = Total number of longitudinal joint segments.

*A* = Total pavement area of all longitudinal joint segments (SF).

*T* = Thickness of the TOP LIFT (inch).

*U* = Unit cost of the TOP LIFT (\$/inch-SF).

**For the purpose of determining Bonus/Penalty for this project, U shall be \$\*/in-SF.**

**STS Table 1.14BVI-1  
Longitudinal Joint Segment Bonus/Penalty Factor  
Light Traffic Conditions (see Note 1)**

Joint Core Results In-Place Air Voids % (Rice) (see Note 2)	Factor <i>F<sub>i</sub></i>
< 2	0%
≥ 2 & ≤ 7	+5%
> 7 & ≤ 10	0%
> 10 & ≤ 14	-5%
> 14	-50%

**STS Table 1.14BVI-2  
Longitudinal Joint Segment Bonus/Penalty Factor  
Medium & Heavy Traffic Conditions (see Note 1)**

Joint Core Results In-Place Air Voids % (Rice) (see Note 2)	Factor <i>F<sub>i</sub></i>
< 3	0%
≥ 3 & ≤ 8	+5%
> 8 & ≤ 11	0%
> 11 & ≤ 14	-5%
> 14	-50%

Notes:

1. Traffic classifications

Light Traffic conditions resulting in a Design ESAL < 10<sup>4</sup>

Medium Traffic conditions resulting in a design ESAL between 10<sup>4</sup> & 10<sup>6</sup>

## SPECIAL TECHNICAL SPECIFICATIONS

- Heavy Traffic conditions resulting in a Design ESAL > 10<sup>6</sup>
2. Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 – “Inspection and Test” (Subsection 336.03.04 – “Asphalt Concrete”).

5. Reporting – Field data associated with longitudinal joint testing shall be submitted to the RTC within a week of the testing. The report for the longitudinal joint testing shall be submitted to the RTC within two weeks upon completion of paving for the completed section tested. If top lift paving for the entire project are to be completed within two weeks, submit the report to the RTC within two weeks upon completion of paving for the entire project. The report shall include a Paving Plan and a Longitudinal Joint Summary Sheet as described below.
  - a) The Paving Plan shall be overlaid on the Striping Plans with stationing shown. It should include, for the top lift only, the longitudinal joint locations with identification number (ID), limits of each paving path, direction of paving, and the paving lot number at the core location. The paving plan can be of as small a scale as practical.
  - b) The template for the Longitudinal Joint Summary Sheet is available from the RTC website ([www.rtcwashoe.com](http://www.rtcwashoe.com)) under Streets & Highways, St & Hwy Resources. It shall be filled in with the following details:
    - i. The Longitudinal Joint Segment ID, joint type (hot lap, cold sawcut, etc.), station, side of joint (left/right in the up-station direction or north/south/west/east), individual density values measured, MJD (5 values for 1,000-foot joint segments and 4 for 800-foot joint segments) on each side of each joint segment, joint core test location, paving lot number at the core location, core Marshall Density, Rice Maximum Density, In-Place Air Voids, and the individual Longitudinal Joint Segment Bonus/Penalty Factors,  $F_i$ .
    - ii. The calculation for Longitudinal Joint Bonus/Penalty for the project shall be shown at the end of the sheet.
    - iii. For reference purpose, any re-test shall be noted to clearly identify the re-test, the unused test results, and the test result that was used in calculating the MJD.

### 1.14C PERMANENT PATCHING

Permanent patching material shall be Type 3 PG64-22 bituminous plantmix, utilizing a 50 blow per side Marshall mix design with target air voids of 3%, and shall conform to the Standard Specifications. Permanent bituminous plantmix patches shall be a minimum depth of 4 inches on 6 inches of aggregate base or match existing section with bituminous plantmix depth up to 12 inches.

If, at any time, during a period of 1 year dating from the date of final acceptance of the project, there is any settlement of the permanent patches requiring repairs to be made, the Owner may notify the Contractor to immediately make such repairs as may be deemed necessary at the Contractor's own expense.

## **1.16 SLURRY SEAL**

Slurry seal shall conform to the requirements of Section 318 - "Slurry Seal" of the Standard Specifications, except as modified herein.

The Contractor shall submit in writing for approval a job mix formula conforming to the requirements of Subsection 318.02 - "Composition of Mixtures" of the Standard Specifications. Type \* aggregate conforming to the requirements of Subsection 200.02.06 - "Slurry Seal and Micro Surfacing Aggregate" shall be used unless otherwise specified. Asphalt emulsions shall conform to the requirements of Section 201 - "Bituminous Material" of the Standard Specifications.

Subsection 318.02 - "Materials" of the Standard Specifications, is herewith amended as follows:

1. Add the following to Subsection 318.06.01 - "Limitations":
  - a) The slurry seal shall not be applied when precipitation is imminent or occurring.
2. Delete Subsection 318.07.02 - "Tack Coat" in its entirety.
3. Add the following to Subsection 318.08.01 - "General":
  - a) All workers shall have sufficient experience to perform properly the work assigned to them. The Contractor shall have an experienced crew on each spreader and any other equipment.
  - b) At least 48 hours shall elapse between top lift paving and application of a bituminous seal coat.
  - c) Immediately before commencing the slurry seal operations, all metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same day.
  - d) Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface shall not be permitted. The mixture shall be uniform and homogeneous after spreading on the surface and shall not show separation of the emulsion and aggregate after setting.
  - e) Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to, or be picked up by the tires of vehicles.

## **1.18 PAVEMENT MARKINGS**

### **1.18A PAINTED PAVEMENT MARKINGS**

Permanent painted (traffic paint or epoxy paint) pavement markings shall be in accordance with Section 632 of the latest edition of "Standard Specifications for Road and Bridge Construction" published by NDOT.

**1.18A TRAFFIC PAINT**

All application methods and products shall conform to Sections 632 – “Permanent Painted Pavement Markings” and 730 – “Traffic Beads”, and Subsections 729.02.01 – “General”, 729.02.02 – “Packaging”, and 729.03.05 – “Rapid Dry Waterborne Paint Material” of the NDOT Standard Specifications for Road and Bridge Construction for Type II traffic paint, with the following exception:

1. Add the following:

At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking.

All traffic paint shall have a minimum of 2 coats (full width of stripe) per application of the designated material placed unless otherwise directed by the RTC Project Manager or the Design Engineer’s representative.

**1.18B PAVEMENT MARKING FILM**

Permanent pavement marking film (pavement marking tape or thermoplastic) shall be in accordance with Section 634 – “Pavement Marking Film”, of the NDOT Standard Specifications for Road and Bridge Construction.

**1.18C RAISED MARKERS**

1. Hydrant markers.

A reflective, blue street marker shall be provided to identify all fire hydrant locations. The marker shall be omnidirectional type. The marker shall be visible on approach to the fire hydrant. The marker shall be placed in accordance with Reno Fire Department Policy Appendix UFC-AP904.3.1, page AP-6.

Adhesives for raised markers shall conform to Subsection 633.02.04 - “Adhesives for Pavement Markers” of the NDOT Standard Specifications for Road and Bridge Construction.

Installation of raised markers shall conform to Subsection 633.03.01 - “Pavement Marker Installation” of the NDOT Standard Specifications for Road and Bridge Construction.

**1.22 TRAFFIC SIGNS**

**1.22A MATERIALS**

Traffic signs shall be 3M Diamond Grade (DG) 3 or 3M high intensity sheeting with a clear transparent overlay 3M 1170 or approved equal.

Street name signs shall be 3M DG3, Series 4000 or approved equal with green transparent Scotchlite Electrocut Film #1177C or approved equal. White letter and border sheeting shall be retro reflective ASTM IX 3M Diamond Grade or approved equal.



**1.23 TRAFFIC SIGNALS**

**1.23A LOOP DETECTORS**

\* The \* requires the Contractor to lay-out traffic signal loop detectors in accordance with \* standards and details. After the loop lay-out is marking in the field, the Contractor shall call \* at \* for loop lay-out inspection and approval.

\* The Contractor shall call \* at \* for traffic signal loop lay-out. All traffic signal loop detectors shall be installed prior to the placement of the final “top” lift<sup>2</sup> of the plantmix bituminous pavement material. Placement of slurry seal or micro-surface does not negate this requirement.

**1.23B TEMPORARY TRAFFIC SIGNAL MODIFICATIONS DURING CONSTRUCTION**

The Contractor shall coordinate with and secure approval from \* (\*) of \* for any use of or changes to operation of existing traffic signal equipment during construction. The Contractor shall comply with \* requirements without additional cost to the RTC.

**1.24 UTILITY ADJUSTMENT**

**1.24A VERIFICATION OF DEPTH**

Location of underground facilities shown on the plans are approximate and were not determined by field investigation. It shall be the responsibility of the Contractor to locate all existing utility structures, whether shown or not, and to notify all utility companies to verify in the field the location of their installations prior to construction. The Contractor shall protect all utility structures from damage. The expense of repair or replacement shall be borne by the Contractor (however, this in no way precludes the Contractor from recovering, from the utility company, costs to repair existing utilities which do not conform with standard specifications or details). The Contractor shall request field marking of existing utilities at least 48 hours in advance of beginning construction by calling Underground Service Alert at (800) 227-2600.

At existing underground traffic signal conduit crossings and at locations where new underground facilities cross existing facilities, the Contractor shall expose the existing facility and verify that sufficient horizontal and vertical clearance exists for the street improvements to be constructed in substantial compliance with the plans. At existing underground traffic signal conduit crossings, the Contractor shall field verify the depth of existing facilities before commencing any construction. At locations where new underground facilities are to be connected to existing facilities, the Contractor shall expose the existing facility and verify that the connection can be made as shown on the plans before commencing any construction. Any conflicts shall be brought to the Engineer’s attention as soon as they are discovered.

Utility depth verification requirements will be considered incidental to \*, bid item \*.

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<sup>2</sup> TOP LIFT is defined as the final course of bituminous dense-grade pavement.

**1.24B UTILITY MANHOLE AND VAULT ADJUSTMENT**

Add to Subsection 323.05 - "Utility Manholes and Vaults" of the Standard Specifications as follows:

1. "Before lowering manholes and vaults, the Contractor shall take inventory of the utilities to be adjusted. The Contractor shall record the exact location and type of utility by labeling the assembly with numbers at locations visible for verification. The labeling shall include utility site, collar, and lid to ensure proper match of hardware when utility adjustment is completed at the conclusion of the project."

The Contractor shall submit the utility inventory list to the Engineer and utility companies upon completion of utility lowering activity. The Contractor shall also keep a copy of the utility location inventory list on the project work site at all times for emergency shutoff purposes. The Contractor may post the list on the backside of the RTC Project Information sign.

**1.24C MANHOLE PROTECTION PLAN**

The Contractor shall be responsible for the protection of all manholes and valves during all phases of construction, including but not limited to, lowering and raising covers, and grouting of them. The Contractor shall verify all manholes and valves are clear of debris at the beginning of the project and notify the utility companies if otherwise.

A "Manhole Protection Plan" shall be submitted and approved by the Engineer prior to any manhole adjustments. The plan shall clearly identify how the contractor will protect ANY debris from entering the system and a detail of how the Contractor is prepared for emergency overflows. To the minimum, the plan shall include the name, phone number, and contact of the company the contractor will use in case of an emergency. Prior to performing any adjustments or grouting, the Engineer shall observe and verify the Contractor is in compliance with the "Manhole Protection Plan".

**1.25 SURVEY MONUMENTS**

Survey monuments shall be removed prior to construction. Survey monuments shall be located and punched by a Nevada registered professional land surveyor and replaced after completion of improvements.

**1.26 CERTIFICATES OF COMPLIANCE**

The Certificate of Compliance shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved conform in all respects with the requirements of the specifications for this project. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

**Materials Requiring Certificate of Compliance**

1. Asphalt Cement
4. Cement
5. Concrete Curing Compound
6. Signs
7. Pavement Markings
8. Personnel certification for installation of retroreflective preformed pavement markings

**EXHIBIT “F”**  
**(Standard Specifications for Public Works Construction**  
**Section 117.00**  
**“Material and Workmanship – Warranty of Corrections”)**

## **EXHIBIT F**

### **MATERIAL AND WORKMANSHIP - WARRANTY OF CORRECTIONS**

Corrections ordered in accordance with General Provision 117.00, “Material and Workmanship” for items discovered in the year following final acceptance of the project shall be warranted for a one (1) year period following acceptance by the RTC of the correction. Should the correction itself prove defective, the Contractor shall be obliged to make further correction. The warranty period on the correction shall continue to be extended for one (1) year following acceptance by the RTC of the initial or any subsequent corrective actions.

**EXHIBIT "G"**  
**RRIF RATES AS OF DATE OF OFFSET AGREEMENT**

# REGIONAL ROAD IMPACT FEE SCHEDULE

Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$328.34/VMT)	VMT	Dollars (\$320.63/VMT)
<b>Residential</b>					
Single-Family	Dwelling	15.03	\$4934.95	14.22	\$4,559.36
Multi-Family	Dwelling	10.23	\$3,358.92	9.68	\$3,103.70
<b>Industrial</b>					
General Light Industrial	1,000 GFA	5.05	\$1,658.12	4.78	\$1,532.61
Manufacturing	1,000 GFA	4.00	\$1,313.36	3.79	\$1,215.19
Warehouse	1,000 GFA	1.77	\$581.16	1.68	\$538.66
Mini-Warehouse	1,000 GFA	1.54	\$505.64	1.46	\$468.12
<b>Commercial/Retail</b>					
Commercial/Retail	1,000 GFA	22.94	\$7,532.12	21.71	\$6,960.88
Eating/Drinking Places	1,000 GFA	22.94	\$7,532.12	21.71	\$6,960.88
Casino/Gaming	1,000 GFA	46.90	\$15,399.15	44.37	\$14,226.35
<b>Office and Other Services</b>					
Schools	1,000 GFA	13.12	\$4,307.82	12.41	\$3,979.02
Day Care	1,000 GFA	13.12	\$4,307.82	12.41	\$3,979.02
Lodging	Room	3.41	\$1,119.64	3.23	\$1,035.63
Hospital	1,000 GFA	10.92	\$3,585.47	10.33	\$3,312.11
Nursing Home	1,000 GFA	6.76	\$2,219.58	6.40	\$2,052.03
Medical Office	1,000 GFA	35.44	\$11,636.37	33.53	\$10,750.72
Office and Other Services	1,000 GFA	9.92	\$3,257.13	9.39	\$3,010.72
Regional Recreational Facility	Acre	2.32	\$761.75	2.20	\$705.39

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**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 4.5.1

To: Regional Transportation Commission

From: Rob Reeder, Administrator Security/Safety

**SUBJECT: RFI Communications & Security Systems - Maintenance and Repair of  
RTC Security Systems**

**RECOMMENDED ACTION**

Approve a 12-month service agreement with RFI Communications & Security Systems for maintenance and repair of RTC security systems, in an amount not-to-exceed \$122,984.54.

**BACKGROUND AND DISCUSSION**

RFI Communications & Security Systems (RFI) is a local, authorized provider for the RTC's electronic access control system, intrusion detection system, and closed-circuit television systems. RFI is the local sole source provider for the access control system used. RFI has provided satisfactory performance as measured against numerous performance indicators (examples: system up time, efficiency and effectiveness of repairs, responsiveness to service requests, and conducting preventative maintenance). The term of the proposed service agreement is from July 1, 2023 to June 30, 2024.

**FISCAL IMPACT**

Funding in the amount of \$122,984.54 is included in the FY 2024 approved budget.

**PREVIOUS BOARD ACTION**

5/20/2022      Approved a 12-month service agreement with RFI Communications & Security Systems for maintenance and repair of RTC security systems, in an amount not-to-exceed \$119,403.

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# Communications & Security Systems

4060 McCarran Blvd., Suite A, Reno, NV 89502  
Tel: (775) 852-3555 Fax: (775) 852-6633  
NV Contractor's Licence #0021814A

## Service Agreement 451-190Quote

RFI Communications & Security Systems (hereinafter RFI) agrees to provide, and Regional Transportation Commission (CUSTOMER) agrees to purchase coverage for the services listed on Attachment A in accordance with the terms and conditions of the NASPO ValuePoint Master Agreement and Statewide Master Service Agreement for Services RFP/CONTRACT #3407.

The terms and conditions of the RFP/CONTRACT #3407 (including Attachments A, B, C, & D) are incorporated in and made part of this Agreement. No change, alteration, or amendment of the terms and conditions of this Agreement is authorized or effective, unless it has been agreed to in writing by authorized agents of RFI and Customer. No course of dealing, or other conduct, or custom shall constitute an amendment to the terms hereof, or alter, or vary the terms of this Agreement.

Years	Coverage	Access Control	CCTV	Intrusion	Total
Year 1	7/1/2019 – 6/30/2020	\$65,860.00	\$41,074.00	\$2,336.00	\$109,270.00
Year 2	7/1/2020 – 6/30/2021	\$67,836.00	\$42,306.00	\$2,406.00	\$112,548.00
Year 3	7/1/2021 – 6/30/2022	\$69,871.00	\$43,575.00	\$2,478.00	\$115,924.00
Year 4	7/1/2022 – 6/30/2023	\$71,968.00	\$44,882.00	\$2,553.00	\$119,403.00
Year 5	7/1/2023 – 6/30/2024	\$74,126.54	\$46,229.00	\$2,629.00	\$122,984.54

Commencement Date of Service: July 1, 2019

Anniversary Date of Agreement: 6/30/19, 6/30/20 & 6/30/21

Plan Charge: \$ \_\_\_\_\_ (Annually In Advance) Net 30 \_\_\_\_\_ (Initial)

System Location: RTC – Terminal way, Villanova, Sutro, Centennial Plaza, 6<sup>th</sup> Street Yard, Virginia & 4<sup>th</sup> Street Rapid Stations

### CUSTOMER (Billing Address):

Company: Regional Transportation Commission

Address: 2050 Villanova Drive

City: Reno State: NV Zip: 89502

Attention: Rob Reeder

Phone #: (775) 335-1870

### Accepted by:

CUSTOMER:

Regional Transportation Commission

By: 

Authorized Signature

Lee G. Gibson, AICP

Print Name

Title: Executive Director

Date: 05/20/19

RFI Communications & Security Systems

By: 

Authorized Signature

Hyong C. Cho

Print Name

Title: Account Manager

Date: October 25, 2018





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item: 5.1.**

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance, CFO

**SUBJECT: FY24 Final Budget**

**RECOMMENDED ACTION**

Conduct a public hearing on the FY 2024 RTC Final Budget; approve the FY 2024 RTC Final Budget.

- a. Staff presentation
- b. Public hearing
- c. Action

**BACKGROUND AND DISCUSSION**

Staff will present for review and discussion the FY 2024 Regional Transportation Commission (RTC) Final Budget. Any requested changes or recommendations developed from this meeting will be incorporated into the final document before submission to the Department of Taxation. Staff is presenting a balanced budget for FY 2024.

**FISCAL IMPACT**

The FY 2024 Final Budget amount, not including depreciation, is \$254,338,823.

**PREVIOUS BOARD ACTION**

4/21/2023 Acknowledged receipt of the Fiscal Year 2024 RTC Tentative Budget.

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Regional Transportation Commission  
Reno, Sparks, and Washoe County, Nevada

# Annual Budget

Fiscal Year Ending, June 30, 2024

**REGIONAL TRANSPORTATION COMMISSION  
ALL FUNDS  
THREE YEAR COMPARISON OF REVENUES BY SOURCE  
FINAL BUDGET  
FOR FISCAL YEAR ENDING JUNE 30, 2024**

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
<b><u>REVENUES &amp; SOURCES:</u></b>				
Motor Vehicle Fuel Tax	\$ 95,583,664	\$ 99,951,896	\$ 98,380,280	\$ 105,290,980
Public Transportation Sales Tax	44,080,663	44,336,754	45,843,890	46,760,767
Regional Road Impact Fee (RRIF)	10,271,535	7,000,000	7,000,000	8,000,000
RRIF Offset Agreements	462,721	7,350,000	1,000,000	7,350,000
Passenger Fares	2,337,129	4,037,514	3,225,169	3,635,869
Advertising	167,050	240,000	190,000	195,700
Lease Income	401,510	402,300	402,313	403,140
Investment Income	(5,976,690)	1,192,000	-	-
Federal Reimbursements	26,653,089	38,314,016	16,853,171	43,458,759
N.D.O.T.	10,020,970	5,900,080	2,850,924	3,822,828
Asset Proceeds	(70,877)	25,000	5,000	25,000
Misc Reimb/Operating Assist.	494,397	1,159,000	508,000	1,167,000
<b>TOTAL REVENUES</b>	<b>184,425,161</b>	<b>209,908,560</b>	<b>176,258,747</b>	<b>220,110,043</b>
<b>Beginning Cash &amp; Fund Balance</b>	<b>197,825,592</b>	<b>226,968,178</b>	<b>229,739,688</b>	<b>234,603,197</b>
<b>TOTAL SOURCES AVAILABLE</b>	<b>\$ 382,250,753</b>	<b>\$ 436,876,738</b>	<b>\$ 405,998,435</b>	<b>\$ 454,713,240</b>

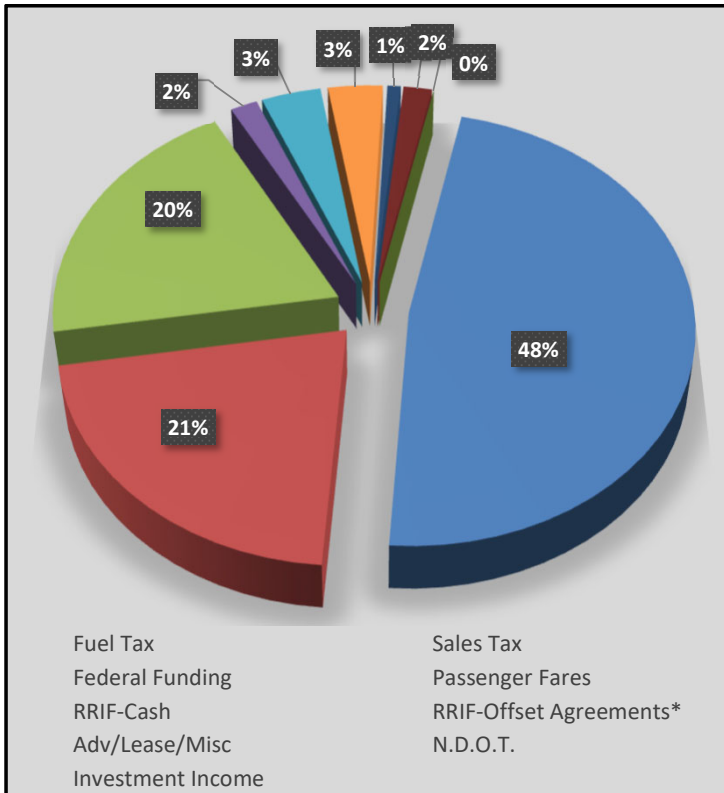
**REGIONAL TRANSPORTATION COMMISSION  
ALL FUNDS  
THREE YEAR COMPARISON OF EXPENDITURES BY FUNCTION  
FINAL BUDGET  
FOR FISCAL YEAR ENDING JUNE 30, 2024**

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
<b><u>EXPENDITURES &amp; USES:</u></b>				
Preservation & Multitmodal Projects	\$ 52,809,568	\$ 73,372,014	\$ 59,205,719	\$ 68,129,311
Capacity Improvements Projects	28,789,077	73,036,765	34,260,864	69,653,317
RRIF Offset Agreements	462,721	7,350,000	1,000,000	7,350,000
Other Finan. Uses - Debt Service	21,860,368	23,184,484	23,159,449	22,961,323
RTC RIDE - Operating	27,354,290	37,898,145	29,741,113	41,813,427
RTC RIDE - Capital	8,883,744	18,465,179	10,637,660	21,307,891
Paratransit - Operating	8,693,707	13,973,654	10,496,356	14,090,659
Paratransit - Capital	560,206	7,142,000	500,000	5,057,500
MPO - Operating	3,097,384	4,134,274	2,394,078	3,975,394
<b>TOTAL EXPENDITURES</b>	<b>152,511,065</b>	<b>258,556,515</b>	<b>171,395,238</b>	<b>254,338,823</b>
<b><u>ENDING CASH BALANCE:</u></b>				
Restricted/Committed/Assigned	229,739,688	178,320,223	234,603,197	200,374,417
<b>TOTAL ENDING CASH/FUND BALANCE</b>	<b>229,739,688</b>	<b>178,320,223</b>	<b>234,603,197</b>	<b>200,374,417</b>
<b>TOTAL USES</b>	<b>\$ 382,250,753</b>	<b>\$ 436,876,738</b>	<b>\$ 405,998,435</b>	<b>\$ 454,713,240</b>

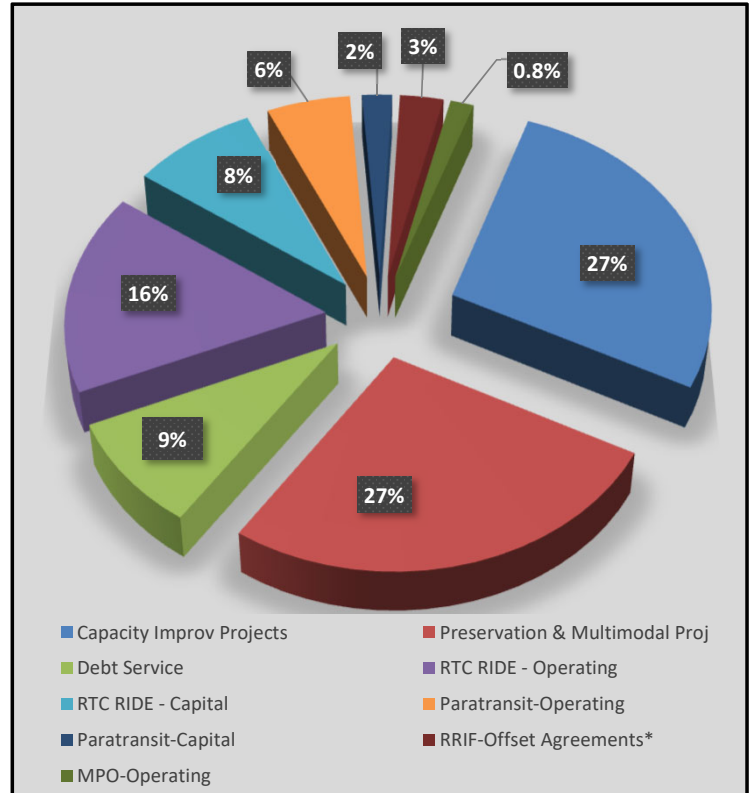
Note: Depreciation is not included in the total expenditure column.  
Total expenditures including depreciation of \$9,500,00  
are: \$263,838,823

# REGIONAL TRANSPORTATION COMMISSION REVENUES & EXPENDITURES BY SOURCE - FY 2024 BUDGET

### REVENUES



### EXPENDITURES



**Total Revenues & Fund Balance**  
\$454,713,240

Fuel Tax	\$105,290,980	23.2%
Sales Tax	\$46,760,767	10.3%
Federal Funding	\$43,458,759	9.6%
Passenger Fares	\$3,635,869	0.8%
RRIF-Cash	\$8,000,000	1.8%
RRIF-Offset Agreements*	\$7,350,000	1.6%
Adv/Lease/Misc	\$1,790,840	0.4%
N.D.O.T.	\$3,822,828	0.8%
Investment Income	\$0	0.0%

Beginning Balance	<u>\$234,603,197</u>	51.6%
<b>Total:</b>	<u><u>\$454,713,240</u></u>	

<u>Beginning Balance</u>		
Debt Service	\$24,260,599	
Preservation & Multimodal Proj	\$122,182,985	
Capacity Improv Projects	\$21,269,424	
Public Transportation	\$65,835,155	
MPO	\$1,055,033	
<b>TOTAL</b>	<u><u>\$234,603,197</u></u>	

**Total Expenditures & Ending Fund Balance**  
\$454,713,240

Capacity Improv Projects	\$69,653,317	15.3%
Preservation & Multimodal Proj	\$68,129,311	15.0%
Debt Service	\$22,961,323	5.0%
RTC RIDE - Operating	\$41,813,427	9.2%
RTC RIDE - Capital	\$21,307,891	4.7%
Paratransit-Operating	\$14,090,659	3.1%
Paratransit-Capital	\$5,057,500	1.1%
RRIF-Offset Agreements*	\$7,350,000	1.6%
MPO-Operating	\$3,975,394	0.9%

Ending Balance - FY 2023	<u>\$200,374,417</u>	44.1%
<b>Total:</b>	<u><u>\$454,713,240</u></u>	

<u>Ending Balance</u>		
Debt Service	\$24,260,599	
Preservation & Multimodal Proj	\$105,346,704	
Capacity Improv Projects	\$10,162,495	
Public Transportation	\$60,033,704	
MPO	\$570,915	
<b>TOTAL</b>	<u><u>\$200,374,417</u></u>	

\*For custodial purposes only, credits are booked as a revenue and expense with net zero effect and have no cash value.

**REGIONAL TRANSPORTATION COMMISSION  
STREET AND HIGHWAY PROGRAM  
FINAL BUDGET  
FOR FISCAL YEAR ENDING JUNE 30, 2024**

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
<b>REVENUES &amp; SOURCES:</b>				
Motor Vehicle Fuel Tax	\$ 95,583,664	\$ 99,951,896	\$ 98,380,280	\$ 105,290,980
Sales Tax	7,346,777	7,389,459	7,640,649	7,793,461
Regional Impact Fee - Cash	10,271,535	7,000,000	7,000,000	8,000,000
Regional Impact Fee - Offset Agreements	462,721	7,350,000	1,000,000	7,350,000
Federal Funding	-	7,600,000	735,500	12,120,300
NDOT State Gas Tax	8,000,000	3,000,000	-	-
Project Reimbursements	116,447	905,000	250,000	905,000
Investment Income	(4,267,091)	885,000	-	-
Miscellaneous Reimbursements	88,165	51,000	51,000	51,000
<b>TOTAL REVENUES</b>	<b>117,602,218</b>	<b>134,132,355</b>	<b>115,057,429</b>	<b>141,510,741</b>
Operating Transfers In	24,066,628	23,834,484	23,834,484	23,361,323
<b>TOTAL OPERATING TRANSFERS</b>	<b>141,668,846</b>	<b>157,966,839</b>	<b>138,891,913</b>	<b>164,872,064</b>
Beginning Cash/Fund Balance	158,651,127	171,979,369	171,641,611	167,713,009
<b>TOTAL SOURCES</b>	<b>\$ 300,319,973</b>	<b>\$ 329,946,208</b>	<b>\$ 310,533,524</b>	<b>\$ 332,585,073</b>
<b>EXPENDITURES &amp; USES:</b>				
Preservation & Multimodal Projects/Other	\$ 52,809,568	\$ 73,372,014	\$ 59,205,719	\$ 68,129,311
Capacity Projects/Other	28,789,077	73,036,765	34,260,864	69,653,317
RRIF Offset Agreements	462,721	7,350,000	1,000,000	7,350,000
Debt Service	21,860,368	23,184,484	23,159,449	22,961,323
Capital expenses	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>103,921,734</b>	<b>176,943,263</b>	<b>117,626,031</b>	<b>168,093,952</b>
Operating Transfers Out	24,756,628	25,194,484	25,194,484	24,721,323
<b>TOTAL EXPENDITURES AND OPER. TRANSFERS OUT</b>	<b>128,678,362</b>	<b>202,137,747</b>	<b>142,820,515</b>	<b>192,815,275</b>
<b>ENDING CASH/FUND BALANCE:</b>				
Restricted for Capacity Projects	122,308,301	63,369,733	21,269,424	10,162,495
Restricted for Preservation & Multimodal Projects	25,097,746	41,531,723	122,182,985	105,346,704
Restricted for Debt Service	24,235,564	22,907,005	24,260,599	24,260,599
<b>TOTAL ENDING CASH/FUND BALANCE</b>	<b>171,641,611</b>	<b>127,808,461</b>	<b>167,713,009</b>	<b>139,769,798</b>
<b>TOTAL USES</b>	<b>\$ 300,319,973</b>	<b>\$ 329,946,208</b>	<b>\$ 310,533,524</b>	<b>\$ 332,585,073</b>

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**REGIONAL TRANSPORTATION COMMISSION  
PUBLIC TRANSIT & PARATRANSIT  
FINAL BUDGET  
FOR FISCAL YEAR ENDING JUNE 30, 2024**

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
<b>REVENUES &amp; SOURCES:</b>				
Public Transportation Sales Tax	\$ 36,733,886	\$ 36,947,295	\$ 38,203,241	\$ 38,967,306
Passenger Revenues	2,337,129	4,037,514	3,225,169	3,635,869
Investment Income	(1,700,185)	300,000	-	-
Advertising	167,050	240,000	190,000	195,700
FTA - 5339 (Discretionary)	4,311,997	1,973,174	999,380	2,409,538
FTA - 5307 & CMAQ	5,717,486	22,742,773	8,566,075	13,153,420
FTA - 5309 (Discretionary)	-	120,000	-	8,402,000
FTA - 5310	294,179	375,569	611,522	443,225
FTA - Section 5307 Federal Stimulus	13,672,233	-	-	-
FTA - Preventive Maint/ADA Paratransit Svc	1,068,621	3,560,000	4,920,000	5,040,000
NDOT - ETR/TA Grants/Medicaid	2,020,970	2,900,080	2,850,924	3,822,828
INTERCITY (CAMPO)	69,154	65,000	75,000	77,000
Miscellaneous Reimbursements	220,631	137,000	131,000	133,000
Asset Proceeds	(70,877)	25,000	5,000	25,000
Lease Income	401,510	402,300	402,313	403,140
<b>TOTAL REVENUES</b>	<b>65,243,784</b>	<b>73,825,705</b>	<b>60,179,624</b>	<b>76,708,026</b>
Beginning Cash/Fund Balance	37,638,823	54,149,229	57,270,660	65,835,155
<b>TOTAL SOURCES</b>	<b>\$ 102,882,607</b>	<b>\$ 127,974,934</b>	<b>\$ 117,450,284</b>	<b>\$ 142,543,181</b>
<b>EXPENDITURES &amp; USES:</b>				
<b>OPERATING EXPENDITURES</b>				
Public Transit - RTC RIDE	\$ 27,354,290	\$ 37,898,145	\$ 29,741,113	\$ 41,813,427
Paratransit - RTC ACCESS	8,693,707	13,973,654	10,496,356	14,090,659
<b>TOTAL OPERATING EXPENDITURES</b>	<b>36,047,997</b>	<b>51,871,799</b>	<b>40,237,469</b>	<b>55,904,086</b>
<b>NON-OPERATING EXPENDITURES</b>				
Capital Outlay - Public Transit - RTC RIDE	8,883,744	18,465,179	10,637,660	21,307,891
Capital Outlay - Paratransit - RTC ACCESS	560,206	7,142,000	500,000	5,057,500
<b>TOTAL NON-OPER. EXPENDITURES</b>	<b>9,443,950</b>	<b>25,607,179</b>	<b>11,137,660</b>	<b>26,365,391</b>
<b>TOTAL EXPENDITURES</b>	<b>45,491,947</b>	<b>77,478,978</b>	<b>51,375,129</b>	<b>82,269,477</b>
Operating Transfers Out	120,000	240,000	240,000	240,000
<b>TOTAL EXPENDITURES AND OPER. TRANSFERS OUT</b>	<b>45,611,947</b>	<b>77,718,978</b>	<b>51,615,129</b>	<b>82,509,477</b>
<b>ENDING CASH/FUND BALANCE:</b>				
Restricted for Federal Grant Match	1,841,258	3,000,000	3,100,000	4,500,000
Restricted for Self Insurance	250,000	250,000	250,000	250,000
Restricted for Villanova Facility Replacement	30,000,000	30,000,000	30,000,000	30,000,000
Restricted for Transit Operations	25,179,402	17,005,956	32,485,155	25,283,704
<b>TOTAL ENDING CASH/FUND BALANCE</b>	<b>57,270,660</b>	<b>50,255,956</b>	<b>65,835,155</b>	<b>60,033,704</b>
<b>TOTAL USES</b>	<b>\$ 102,882,607</b>	<b>\$ 127,974,934</b>	<b>\$ 117,450,284</b>	<b>\$ 142,543,181</b>

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**REGIONAL TRANSPORTATION COMMISSION**  
**MPO**  
**FINAL BUDGET**  
**FOR FISCAL YEAR ENDING JUNE 30, 2024**

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
<b>REVENUES &amp; SOURCES:</b>				
Investment Income	-\$ 9,414	\$ 7,000	\$ -	-
FTA - Planning	148,000	375,000	120,000	180,276
FHWA - Planning	1,440,573	1,567,500	900,694	1,710,000
Miscellaneous	-	1,000	1,000	1,000
<b>TOTAL REVENUES</b>	<b>1,579,159</b>	<b>1,950,500</b>	<b>1,021,694</b>	<b>1,891,276</b>
Operating Transfers In - Sales Tax	120,000	240,000	240,000	240,000
Operating Transfers In - Fuel Tax	690,000	1,360,000	1,360,000	1,360,000
<b>TOTAL REVENUES &amp; OPERATING TRANSFERS</b>	<b>2,389,159</b>	<b>3,550,500</b>	<b>2,621,694</b>	<b>3,491,276</b>
Beginning Cash/Fund Balance	1,535,642	839,580	827,417	1,055,033
<b>TOTAL SOURCES</b>	<b>\$ 3,924,801</b>	<b>\$ 4,390,080</b>	<b>\$ 3,449,111</b>	<b>\$ 4,546,309</b>
<b>EXPENDITURES &amp; USES:</b>				
<b>OPERATING EXPENDITURES</b>				
Transportation Services - MPO	\$ 3,097,384	\$ 4,134,274	\$ 2,394,078	\$ 3,975,394
<b>TOTAL OPERATING EXPENDITURES</b>	<b>3,097,384</b>	<b>4,134,274</b>	<b>2,394,078</b>	<b>3,975,394</b>
<b>NON-OPERATING EXPENDITURES</b>				
Capital Outlay - MPO	-	-	-	-
<b>TOTAL NON-OPER. EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>3,097,384</b>	<b>4,134,274</b>	<b>2,394,078</b>	<b>3,975,394</b>
<b>ENDING CASH/FUND BALANCE:</b>				
Restricted for Federal Grant Match	827,417	255,806	1,055,033	570,915
<b>TOTAL ENDING CASH/FUND BALANCE</b>	<b>827,417</b>	<b>255,806</b>	<b>1,055,033</b>	<b>570,915</b>
<b>TOTAL USES</b>	<b>\$ 3,924,801</b>	<b>\$ 4,390,080</b>	<b>\$ 3,449,111</b>	<b>\$ 4,546,309</b>

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**REGIONAL TRANSPORTATION COMMISSION  
 FY 2024 CAPITAL & GRANT BUDGET  
 FOR FISCAL YEAR ENDING JUNE 30, 2024**

<b>PROJECT DESCRIPTION</b>	<b>FEDERAL AMOUNT</b>	<b>LOCAL MATCH</b>	<b>TOTAL BUDGET AMOUNT</b>
RTC RIDE - REPLACEMENT BUSES (6)	\$ 6,225,667	\$ 584,509	\$ 6,810,176
RTC ACCESS - REPLACEMENT VANS (15)	2,173,125	114,375	2,287,500
RTC ACCESS/FLEXRIDE VANS (18)	1,496,000	374,000	1,870,000
RTC NON-REVENUE TRUCK	60,000	15,000	75,000
MEADOWOOD MALL TRANSIT STATION	320,000	80,000	400,000
VIRGINIA LINE BRT PROJECT	-	1,388,133	1,388,133
VILLANOVA FACILITY UPGRADES	288,000	72,000	360,000
VILLANOVA FACILITY REPLACEMENT - DESIGN	2,400,000	600,000	3,000,000
TERMINAL FACILITY UPGRADES/REPAIRS	1,616,000	404,000	2,020,000
ALL FACILITIES UPGRADES	297,600	74,400	372,000
TRANSIT CENTERS UPGRADES	792,000	198,000	990,000
6TH STREET FACILITIES UPGRADES	176,000	44,000	220,000
SUTRO GENERATOR	280,000	70,000	350,000
HYDROGEN FUEL PROJECT	4,032,000	1,008,000	5,040,000
BUS STOP AMENITIES/BUS MONITOR DISPLAY	600,528	135,132	750,660
COMPUTER HARDWARE & SOFTWARE	93,538	38,384	116,922
SHOP EQUIPMENT	259,500	55,500	315,000
<b>TOTAL</b>	<b>\$ 21,109,958</b>	<b>\$ 5,255,433</b>	<b>\$ 26,365,391</b>

**REGIONAL TRANSPORTATION COMMISSION  
STREET & HIGHWAY PROGRAM PROJECTS  
FY 2024 BUDGET**

PROJECT NAME	PROJECT LIMITS	TOTAL FY 2024 BUDGET
Pavement Preservation Program	Various Regional Roads	32,083,647
Arlington Avenue Bridges	Court St. to West First St.	1,528,820
Keystone Avenue Bridge Replacement - Pkg 1	Truckee River	1,214,152
Oddie/Wells Corridor Multi-Modal Improvements	I-80 Ramps at Wells Ave. to Oddie Blvd./Pyramid Wy.	19,417,915
Sierra Street Bridge Replacement - Pkg1	Truckee River	1,140,871
SS4A Preliminary Engineering	Various Intersections	5,000
Sun Valley Corridor Multi-Modal Improvements Phase 2	Scottsdale to 7th Ave.	500,000
Truckee Meadows Safe Streets and Roads for All	Various Locations	1,000,000
University Way Active Transportation aka Center Street Multi-Modal Improvements	Moran St. to 9th St.	1,000,000
West Fourth Street	Evans Ave to Keystone Ave	500,000
West Fourth Street Safety Project	W. McCarran Blvd to Keystone Avenue	1,050,221
2025 TE/ITS Program - Design	Design for FY25 TE/ITS Program	1,000,000
Buck Drive Circulation	Lemmon Drive and North Hills Blvd	400,000
Butch Cassidy Drive Extension	Edmonton Dr. and Thomas Creek Rd.	500,000
Geiger Grade Realignment	Virginia St. and Toll Rd.	500,000
Kietzke Lane ITS	Mill St. to 2nd St. and 2nd St. from Pringle Wy to Kietzke Ln.	994,960
Lemmon Dr. Segment 2 Traffic Improvement	Fleetwood Drive to Ramsey Way	2,000,000
LiDAR	Various Locations	83,773
McCarran Boulevard Safety and Operations	Plumb Ln. to S. Virginia St.; El Rancho Dr. to Rock Blvd.	500,000
Military Rd Capacity & Safety	Lemmon Dr. to Echo Dr.	507,642
Mill St. Widening	Kietzke Ln. to Terminal Wy	6,782,010
Mt. Rose Highway Operational Improvements	Bordeaux Dr. and Thomas Creek Rd.	1,000,000
N. McCarran & Pyramid Hwy Fiber Project	Fiber from Sullivan Ln to Rock, from I-80 to C St.	1,427,328
North Valleys North Virginia Street Capacity	Panther Dr. to Stead Blvd.	600,000
Pembroke Dr. Capacity & Safety	McCarran Blvd to Veteran Pkwy	769,439
Pyramid /Sparks /Highland Ranch Intersection	Intersection Improvements	2,374,367
Pyramid Highway Intelligent Corridor	Baring Blvd, Vista Blvd, Los Altos Pkwy	1,343,909
Pyramid Highway SB Lane	Egyptian Dr. and Ingenuity Ave.	500,000
Pyramid Improvement Phase 1	Queen Way to Golden View Drive	7,000,000
S. Virginia St. NB Widening	Longley Ln. to I 580 NB Off-Ramp	6,588,427
South Meadows Traffic Enhancements	Various Locations in South Meadows	1,909,174
Sparks Boulevard Ph1	Greg Street to Lincoln Way	54,023
Sparks Boulevard Ph2	I-80 to Baring Blvd	1,000,000
Traffic Signal Installations 23-01	Moana/Baker Intersection, 4th/Prater, Sparks/Mesa Meadows	1,890,824
Traffic Signal Modifications 22-01	Various Locations	968,795
Traffic Signal Modifications 23-01	Various Locations	1,627,213
Traffic Signal Modifications 24-01	Various Locations	1,202,627
Veterans Parkway ITS	Steamboat Pkwy to Long Meadow Dr	1,968,075
Veterans Roundabout Modifications	Veteran Pkwy and Geiger Grade Rd	2,695,365
Vista BIVD/Prater Way ITS	Vista BIVD-Prater Way to I-80, Prater Way - Lilard Dr. to Vista	1,952,439
Sky Vista Parkway Widening & Rehabilitation	Lemmon Drive to Silver Lake Road	6,799,510
Steamboat Parkway Improvement	Damonte Ranch Pkwy to Veterans Pkwy	8,839,690
Traffic Engineering Spot 10 -South	4th/Woodland/Mesa RAB, Kietzke /Virginia RTP	2,997,705



**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
- ♦ REPORTED BY FUND TOTALS BY LINE ITEMS

\*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
<b>LABOR</b>								
501-0-01	LABOR	185,456	-	3,773,574	977,082	413,362	486,622	5,836,096
501-0-03	OVERTIME	-	-	3,982	-	-	-	3,982
502-0-02	BONUSES/TOP OF SCALE DIFFERENTIAL	-	-	257,605	4,026	-	-	261,631
502-0-09	SICK LEAVE	-	-	672,516	7,801	-	-	680,317
502-0-10	HOLIDAY	-	-	289,140	3,950	-	-	293,090
502-0-11	VACATION	-	-	615,026	7,181	-	-	622,207
502-0-12	OTHER PAID ABSENCES	-	-	35,578	359	-	-	35,937
502-0-25	CAR ALLOWANCE	-	-	73,200	-	-	-	73,200
502-0-26	CELL PHONE ALLOWANCE	-	-	33,240	-	-	-	33,240
501-0-99	CAPITAL PROJECT LABOR	-	-	-	-	-	-	-
	LABOR ALLOCATIONS IN/(OUT)	251,320	-	3,261,815	1,769,541	567,281	673,672	-
	<b>TOTAL LABOR</b>	<b>436,776</b>	<b>-</b>	<b>2,492,047</b>	<b>2,769,940</b>	<b>980,643</b>	<b>1,160,294</b>	<b>7,839,700</b>
<b>FRINGE</b>								
502-0-04	FICA/MEDICARE	-	-	114,500	1,439	-	-	115,939
502-0-05	PENSION	-	-	2,289,472	31,274	-	-	2,320,746
502-0-01	OPEB CONTRIBUTIONS - HEALTHCARE	-	-	100,000	250,000	-	-	350,000
502-0-17	HEALTH & VISION INSURANCE	-	-	1,058,806	18,489	-	-	1,077,295
502-0-18	DENTAL INSURANCE	-	-	49,160	712	-	-	49,872
502-0-19	LIFE INSURANCE	-	-	17,471	107	-	-	17,578
502-0-16	DISABILITY INSURANCE	-	-	69,949	953	-	-	70,902
502-0-07	UNEMPLOYMENT INSURANCE	-	-	30,401	429	-	-	30,830
502-0-08	WORKERS COMPENSATION	-	-	49,111	690	-	-	49,801
502-0-14	OTHER FRINGE BENEFITS	-	-	33,750	1,300	5,250	10,500	50,800
502-0-99	CAPITAL PROJECT FRINGE	-	-	-	-	-	-	-
	FRINGE ALLOCATION IN/(OUT)	203,467	-	2,640,738	1,432,605	459,266	545,399	-
	<b>TOTAL FRINGE</b>	<b>203,467</b>	<b>-</b>	<b>1,171,882</b>	<b>1,737,998</b>	<b>464,516</b>	<b>555,899</b>	<b>4,133,763</b>
<b>SERVICES</b>								
503-0-02	ADV DEVL P/PRODUCTION	-	-	-	547,720	-	-	547,720
503-0-03	PROFESSIONAL & TECHNICAL	32,000	-	2,422,487	252,500	25,500	24,300	2,756,787
503-0-04	TEMPORARY HELP	-	-	9,000	1,000	-	-	10,000
503-0-05	CONTRACT MAINT/REPAIRS	-	-	710,866	1,596,924	157,054	38,450	2,503,294
503-0-06	CUSTODIAL	-	-	3,000	549,000	12,300	-	564,300
503-0-07	SECURITY	-	-	-	1,047,337	38,000	-	1,085,337
503-0-08	PRINTING	-	-	40,750	60,200	8,500	500	109,950



## REGIONAL TRANSPORTATION COMMISSION

- ◆ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
- ◆ REPORTED BY FUND TOTALS BY LINE ITEMS

\*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
503-0-09	CONSULTING SERVICES	50,000	-	1,080,000	10,000	-	1,540,000	2,680,000
503-0-10	PROPERTY EXPENSE	-	-	210,000	-	-	-	210,000
503-0-99	OTHER SERVICES	-	-	710,660	395,100	58,500	11,500	1,175,760
	SERVICES ALLOCATION IN/(OUT)	106,661	-	1,384,323	750,998	240,756	285,908	-
	<b>TOTAL SERVICES</b>	<b>188,661</b>	<b>-</b>	<b>3,802,441</b>	<b>5,210,779</b>	<b>540,610</b>	<b>1,900,658</b>	<b>11,643,148</b>
	<b>MATERIALS &amp; SUPPLIES</b>							
504-0-01	FUEL & LUBE	-	-	3,000	1,999,479	248,500	-	2,250,979
504-0-02	TIRES & TUBES	-	-	-	-	-	-	-
504-0-04	REVENUE VEHICLE PARTS	-	-	-	-	-	-	-
504-0-06	SUPPORT VEHICLE PARTS	-	-	6,000	-	-	-	6,000
504-0-07	BENCH SHELTER/SIGN SUPPLY	-	-	-	100,000	-	-	100,000
504-0-08	CNG PARTS & SUPPLIES	-	-	-	-	5,000	-	5,000
504-0-10	OFFICE SUPPLIES	-	-	25,000	1,000	-	-	26,000
504-0-99	OTHER MATERIALS & SUPPLIES	-	-	194,300	108,400	54,000	2,500	359,200
	OTHER M & S ALLOC IN/(OUT)	10,871	-	141,089	76,541	24,538	29,140	-
	<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>10,871</b>	<b>-</b>	<b>87,211</b>	<b>2,285,420</b>	<b>332,038</b>	<b>31,640</b>	<b>2,747,179</b>
	<b>UTILITIES</b>							
505-0-02	ELECTRICITY & NATURAL GAS	-	-	5,500	384,500	60,000	-	450,000
505-0-04	WATER & SEWER	-	-	-	50,000	12,000	-	62,000
505-0-05	GARBAGE COLLECTION	-	-	-	83,000	8,000	-	91,000
505-0-10	TELEPHONE	-	-	100,600	-	-	-	100,600
	UTILITIES ALLOCATIONS IN/(OUT)	5,673	-	73,633	39,946	12,806	15,208	-
	<b>TOTAL UTILITIES</b>	<b>5,673</b>	<b>-</b>	<b>32,467</b>	<b>557,446</b>	<b>92,806</b>	<b>15,208</b>	<b>703,600</b>
	<b>INSURANCE COSTS</b>							
506-0-01	PHYSICAL DAMAGE	-	-	-	25,000	-	-	25,000
506-0-03	PUBLIC LIAB/PROPERTY DAMAGE	-	-	30,000	175,000	55,000	15,000	275,000
506-0-06	PL & PD SETTLEMENTS	-	-	100,000	-	-	-	100,000
506-0-08	OTHER INSURANCE COSTS	-	-	5,000	32,500	10,000	2,500	50,000
	<b>TOTAL INSURANCE</b>	<b>-</b>	<b>-</b>	<b>135,000</b>	<b>232,500</b>	<b>65,000</b>	<b>17,500</b>	<b>450,000</b>
	<b>MISCELLANEOUS EXPENSES</b>							
507-0-02	BUSINESS TAX	-	-	-	-	-	-	-
507-0-04	TAXES & LICENSES	-	-	75	37,250	5,500	-	42,825
509-0-01	DUES & SUBSCRIPTIONS	-	-	56,096	70,025	735	10,175	137,031



**REGIONAL TRANSPORTATION COMMISSION**

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ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
509-0-02	TRAVEL	-	-	-	-	-	-	-
509-0-08	MISCELLANEOUS ADVERTISING	-	-	30,000	11,300	500	125,000	166,800
509-0-09	INTERNAL MARKETING	-	-	5,000	-	-	-	5,000
509-0-20	TRAINING & MEETINGS	-	-	188,090	57,250	31,500	29,000	305,840
509-0-25	POSTAGE & EXPRESS MAIL	-	-	14,050	200	2,000	-	16,250
509-0-99	OTHER MISC EXPENSES	100	-	198,840	75,350	600	2,500	277,390
512-0-06	LEASES & RENTALS	-	-	348,521	4,000	-	45,828	398,349
	MISC EXP ALLOCATIONS IN/(OUT)	29,273	-	379,920	206,108	66,074	78,466	-
	<b>TOTAL MISCELLANEOUS EXPENSES</b>	<b>29,373</b>	<b>-</b>	<b>460,752</b>	<b>461,483</b>	<b>106,909</b>	<b>290,969</b>	<b>1,349,485</b>
	<b>PURCHASED TRANSP'N SERVICES</b>							
520-0-00	RIDE	-	-	-	26,027,426	-	-	26,027,426
520-0-01	ACCESS	-	-	-	-	8,260,882	-	8,260,882
520-0-15	MICRO TRANSIT FLEX SERVICE	-	-	-	-	2,508,064	-	2,508,064
520-0-02	NIGHT TAXI SERVICE	-	-	-	-	-	-	-
520-0-03	GERLACH	-	-	-	-	12,000	-	12,000
520-0-04	PYRAMID	-	-	-	-	20,000	-	20,000
520-0-05	INCLINE	-	-	-	-	17,000	-	17,000
520-0-06	CITICARE & OTHERS	-	-	-	-	-	-	-
520-0-07	MEDICAID PURCH TRANS SVC	-	-	-	-	-	-	-
520-0-08	WASHOE SR RIDE PURCH TRANS SVC	-	-	-	-	550,000	-	550,000
520-0-10	TART	-	-	-	350,000	1,000	-	351,000
520-0-11	PRIDE CARSON CITY	-	-	-	-	-	-	-
520-0-12	PRIDE T.R.I.P.	-	-	-	-	-	-	-
520-0-13	PRIDE FERNLEY/FALLON	-	-	-	-	-	-	-
520-0-14	VANPOOL SERVICES	-	-	-	2,171,960	-	-	2,171,960
	<b>TOTAL PURCHASED TRANSPORTATION</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>28,549,386</b>	<b>11,368,946</b>	<b>-</b>	<b>39,918,332</b>
510-0-XX	<b>TOTAL PASS THRU GRANT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>136,475</b>	<b>-</b>	<b>136,475</b>
	<b>OPERATING BUDGET BEFORE DEPRECIATION:</b>	<b>874,821</b>	<b>-</b>	<b>8,181,799</b>	<b>41,804,952</b>	<b>14,087,942</b>	<b>3,972,168</b>	<b>68,921,682</b>
530-0-XX	PRINCIPAL & INTEREST	-	22,931,273	-	-	-	-	22,931,273
540-0-XX	FISCAL AGENT CHARGES	-	55,035	-	-	-	-	55,035
	<b>TOTAL DEBT SERVICES</b>	<b>-</b>	<b>22,986,308</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>22,986,308</b>



**REGIONAL TRANSPORTATION COMMISSION**

- ◆ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
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ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
513-0-01	DEPRECIATION	-	-	-	9,500,000	-	-	9,500,000
513-0-01	AMORTIZATION	-	-	-	-	-	-	-
	<b>TOTAL OPERATING BUDGET</b>	<b>874,821</b>	<b>22,986,308</b>	<b>8,181,799</b>	<b>51,304,952</b>	<b>14,087,942</b>	<b>3,972,168</b>	<b>101,407,990</b>
	<b>CAPITAL PROJECTS</b>							
	<b>GOVERNMENT FUND CAPITAL</b>							
600-0-10	REVENUE VEHICLES	-	-	-	-	4,157,500	-	4,157,500
600-0-31	COMPUTER HARDWARE	-	-	-	-	-	-	-
600-0-32	COMPUTER SOFTWARE	-	-	-	-	-	-	-
600-0-35	OFFICE FURNITURE & EQUIP.	-	-	-	-	-	-	-
600-0-36	OTHER FIXTURES & EQUIP.	-	-	-	-	980,000	-	980,000
600-0-38	SHOP EQUIPMENT	-	-	-	-	200,000	-	200,000
600-0-91	LEASEHOLD IMPROVEMENTS	-	-	-	-	120,000	-	120,000
	<b>TOTAL GOVMT. FUND CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,657,500</b>	<b>-</b>	<b>5,657,500</b>
	<b>STREET &amp; HIGHWAY PROJECTS</b>							
	PRESERVATION & MULTIMODAL PROJECTS	-	-	59,440,625	-	-	-	59,440,625
	CAPACITY IMPROVEMENT PROJECTS	25,986,905	-	50,140,388	-	-	-	76,127,293
	CAPITAL CONTRIBUTION PROJECTS	-	-	-	-	-	-	-
	ADMINISTRATIVE EXPENDITURES	-	-	-	-	-	-	-
	<b>TOTAL STREET &amp; HIGHWAY</b>	<b>25,986,905</b>	<b>-</b>	<b>109,581,013</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>135,567,918</b>
	<b>CAPTIAL BUDGET BEFORE</b>							
	<b>ENTERPRISE FUND CAPITAL</b>	<b>25,986,905</b>	<b>-</b>	<b>109,581,013</b>	<b>-</b>	<b>5,657,500</b>	<b>-</b>	<b>141,225,418</b>
	<b>ENTERPRISE FUND CAPITAL</b>							
105-2-02	105-2-02 Undesignated Capital Projects	-	-	-	372,000	-	-	372,000
105-2-25	105-2-25 Hydrogen Fuel Cell Proj.	-	-	-	4,910,000	-	-	4,910,000
111-1-03	111-1-03 4th Street Station	-	-	-	-	-	-	-
111-1-10	111-1-10 Coaches	-	-	-	6,810,176	-	-	6,810,176
111-1-11	111-1-11 Renovated Coach	-	-	-	-	-	-	-
111-1-12	111-1-12 Support Vehicles	-	-	-	75,000	-	-	75,000
111-1-16	111-1-16 Communications Equipment	-	-	-	180,000	-	-	180,000
111-1-18	111-1-18 Surveillance/Security Equipment	-	-	-	75,000	-	-	75,000
111-1-20	111-1-20 Passenger Ammenities	-	-	-	495,660	-	-	495,660
111-1-21	111-1-21 Passenger Shelters & Bus Stop Improvements	-	-	-	1,788,133	-	-	1,788,133



**REGIONAL TRANSPORTATION COMMISSION**

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\*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
111-1-31	111-1-31 Computer Hardware	-	-	-	71,922	-	-	71,922
111-1-32	111-1-32 Computer Software	-	-	-	-	-	-	-
111-1-35	111-1-35 Office Furniture & Equipment	-	-	-	-	-	-	-
111-1-36	111-1-36 Other Fixtures & Equipment	-	-	-	195,000	-	-	195,000
111-1-38	111-1-38 Shop Equipment	-	-	-	325,000	-	-	325,000
111-1-82	111-1-82 Building Improvements - Terminal	-	-	-	2,020,000	-	-	2,020,000
111-1-83	111-1-83 Building Improvements - Centennial	-	-	-	-	115,000	-	115,000
111-1-84	111-1-84 Building Improvements - 4th St Station	-	-	-	875,000	-	-	875,000
	<b>TOTAL ENTERPRISE FUND CAPITAL</b>	-	-	-	<b>21,192,891</b>	<b>115,000</b>	-	<b>21,307,891</b>
	<b>TOTAL CAPITAL BUDGET</b>	<b>25,986,905</b>	-	<b>109,581,013</b>	<b>21,192,891</b>	<b>5,772,500</b>	-	<b>162,533,309</b>
	<b>TOTAL FY 2024 BUDGET</b>	<b>26,861,726</b>	<b>22,986,308</b>	<b>117,762,812</b>	<b>72,497,843</b>	<b>19,860,442</b>	<b>3,972,168</b>	<b>263,941,299</b>


**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
- ♦ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT.#	DESCRIPTION	F	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
<b>LABOR</b>									
501-0-01	Labor		\$546,017	\$1,000,285	\$917,593	\$1,307,484	\$1,342,608	\$722,109	\$5,836,096
501-0-03	Overtime		\$0	\$3,609	373	0	0	0	3,982
502-0-02	Bonuses		\$39,540	\$76,456	54,534	25,786	52,904	12,411	261,631
502-0-09	Sick Leave		\$30,450	\$148,660	114,088	108,596	244,031	34,492	680,317
502-0-10	Holiday		\$26,130	\$50,670	47,478	62,737	71,374	34,701	293,090
502-0-11	Vacation		\$65,780	\$120,231	91,777	116,867	170,846	56,706	622,207
502-0-12	Personal Leave		\$4,258	\$6,313	4,316	11,407	6,488	3,155	35,937
502-0-25	Car Allowance		\$10,800	\$9,600	14,400	14,400	14,400	9,600	73,200
502-0-26	Cell Phone Allowance		\$2,940	\$7,500	3,000	8,400	9,300	2,100	33,240
	<b>TOTAL LABOR</b>		<b>725,915</b>	<b>1,423,324</b>	<b>1,247,559</b>	<b>1,655,677</b>	<b>1,911,951</b>	<b>875,274</b>	<b>7,839,700</b>
<b>FRINGE</b>									
502-0-04	FICA/Medicare		\$12,344	\$20,236	18,839	23,750	27,176	13,594	115,939
502-0-05	Retirement Plan		\$206,904	\$401,212	375,940	496,763	565,160	274,767	2,320,746
502-0-01	OPEB contribution - Healthcare		\$0	\$0	350,000	0	0	0	350,000
502-0-17	Health & Vision Insurance		\$70,703	\$182,103	165,662	219,079	312,138	127,610	1,077,295
502-0-18	Dental Insurance		\$2,850	\$9,262	8,550	9,262	14,248	5,700	49,872
502-0-19	Life Insurance		\$3,321	\$2,590	1,883	1,990	6,339	1,455	17,578
502-0-16	Disability Insurance		\$6,437	\$12,264	11,462	15,140	17,225	8,374	70,902
502-0-07	Unemployment Insurance		\$1,847	\$5,709	5,289	5,709	8,712	3,564	30,830
502-0-08	Workers Compensation		\$3,009	\$9,217	8,545	9,217	14,045	5,768	49,801
502-0-13	Uniform/Clothing Allowance		\$0	\$0	0	0	4,750	0	4,750
502-0-14	Other Fringe Benefits		\$2,100	\$1,500	6,600	11,400	11,550	12,900	46,050
	<b>TOTAL FRINGE</b>		<b>309,515</b>	<b>644,093</b>	<b>952,770</b>	<b>792,310</b>	<b>981,343</b>	<b>453,732</b>	<b>4,133,763</b>
<b>SERVICES</b>									
503-0-02	Adv Devlp/Production		\$0	0	0	0	547,720	0	547,720
503-0-03	Professional & Technical		\$980,500	96,485	319,802	1,275,000	85,000	0	2,756,787
503-0-04	Temporary Help		\$0	0	5,000	0	5,000	0	10,000
503-0-05	Contract Maint/Repairs		\$0	1,401,677	6,500	5,000	1,090,117	0	2,503,294
503-0-06	Custodial		\$0	0	0	0	564,300	0	564,300
503-0-07	Security		\$0	1,022,337	0	0	63,000	0	1,085,337
503-0-08	Printing		\$0	38,000	30,250	0	41,200	500	109,950





## REGIONAL TRANSPORTATION COMMISSION

- ◆ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
- ◆ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT.#	DESCRIPTION	F	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
503-0-09	Consulting Services		\$250,000	150,000	25,000	705,000	10,000	1,540,000	2,680,000
503-0-10	ROW Property Maintenance Costs		\$0	0	0	10,000	0	0	10,000
503-0-11	SEC Wetland Maintenance & Special Projects		\$0	0	0	200,000	0	0	200,000
503-0-99	Other Services		\$11,700	96,060	2,000	605,000	449,500	11,500	1,175,760
	<b>TOTAL SERVICES</b>		<b>1,242,200</b>	<b>2,804,559</b>	<b>388,552</b>	<b>2,800,000</b>	<b>2,855,837</b>	<b>1,552,000</b>	<b>11,643,148</b>
	<b>MATERIALS &amp; SUPPLIES</b>								
504-0-01	Fuel & Lube		\$0	0	0	0	2,250,979	0	2,250,979
504-0-06	Support Vehicle Parts		\$0	0	0	0	6,000	0	6,000
504-0-07	Bench, Shelters & Signs		\$0	0	0	0	100,000	0	100,000
504-0-08	CNG Parts & Supplies		\$0	0	0	0	5,000	0	5,000
504-0-10	Office Supplies		\$0	20,000	5,000	0	1,000	0	26,000
504-0-99	Other Materials & Supplies		\$3,350	133,200	7,750	25,000	187,400	2,500	359,200
	<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>3,350</b>	<b>153,200</b>	<b>12,750</b>	<b>25,000</b>	<b>2,550,379</b>	<b>2,500</b>	<b>2,747,179</b>
	<b>UTILITIES</b>								
505-0-02	Electricity/Natural Gas		\$0	0	0	0	250,000	0	250,000
505-0-03	Fuel - Electric		\$0	0	0	0	200,000	0	200,000
505-0-04	Water & Sewer		\$0	0	0	0	62,000	0	62,000
505-0-05	Garbage Collection		\$0	0	0	0	91,000	0	91,000
505-0-10	Telephone		\$0	87,500	13,100	0	0	0	100,600
	<b>TOTAL UTILITIES</b>		<b>0</b>	<b>87,500</b>	<b>13,100</b>	<b>0</b>	<b>603,000</b>	<b>0</b>	<b>703,600</b>
	<b>INSURANCE</b>								
506-0-01	Physical Damage		\$0	0	25,000	0	0	0	25,000
506-0-03	Public Liab/Property Damage		\$0	0	275,000	0	0	0	275,000
506-0-06	PL & PD Settlements		\$0	0	100,000	0	0	0	100,000
506-0-08	Other Insurance Costs		\$0	0	50,000	0	0	0	50,000
	<b>TOTAL INSURANCE</b>		<b>0</b>	<b>0</b>	<b>450,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>450,000</b>
	<b>MISCELLANEOUS EXPENSE</b>								
507-0-04	Taxes & Licenses		\$0	0	37,325	0	5,500	0	42,825
509-0-01	Dues & Subscriptions		\$100,526	1,470	2,500	14,000	10,760	7,775	137,031
509-0-08	Misc. Advertising		\$0	155,000	0	0	11,800	0	166,800
509-0-09	Internal marketing		\$0	5,000	0	0	0	0	5,000
509-0-20	Training & Meetings		\$39,500	59,500	20,000	69,090	88,750	29,000	305,840
509-0-25	Postage & Express Mail		\$0	14,050	0	0	2,200	0	16,250
509-0-99	Other Misc. Expense		\$65,000	5,300	61,540	102,500	35,950	2,500	272,790


**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
- ♦ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT.#	DESCRIPTION	F	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
511-0-02	Interest Expense - Retention		\$0	0	0	4,600	0	0	4,600
512-0-06	Leases & Rentals		\$0	98,025	0	0	300,324	0	398,349
510-0-03	Pass-Thru Grant Expense		\$0	0	0	0	136,475	0	136,475
	<b>TOTAL MISCELLANEOUS EXPENSES</b>		<b>205,026</b>	<b>338,345</b>	<b>121,365</b>	<b>190,190</b>	<b>591,759</b>	<b>39,275</b>	<b>1,485,960</b>
513-0-01	Depreciation		\$0	0	0	0	9,500,000	0	9,500,000
	<b>TOTAL DEPRECIATION &amp; AMORTIZATION</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,500,000</b>	<b>0</b>	<b>9,500,000</b>
	<b>PURCHASED TRANSP'N SERVICE</b>								
520-0-00	RIDE		\$0	0	0	0	26,027,426	0	26,027,426
520-0-01	ACCESS		\$0	0	0	0	8,260,882	0	8,260,882
520-0-03	Gerlach		\$0	0	0	0	12,000	0	12,000
520-0-04	Pyramid		\$0	0	0	0	20,000	0	20,000
520-0-05	Incline		\$0	0	0	0	17,000	0	17,000
520-0-09	TART - ADA		\$0	0	0	0	1,000	0	1,000
520-0-08	Washoe Senior Ride		\$0	0	0	0	550,000	0	550,000
520-0-10	TART		\$0	0	0	0	350,000	0	350,000
520-0-14	Vanpool Service		\$0	0	0	0	2,171,960	0	2,171,960
520-0-15	Micro-transit		\$0	0	0	0	2,508,064	0	2,508,064
	<b>PURCHASED TRANSPORTATION SVC</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>39,918,332</b>	<b>0</b>	<b>39,918,332</b>
	<b>OPERATING BUDGET BEFORE DEPRECIATION:</b>		<b>2,486,006</b>	<b>5,451,021</b>	<b>3,186,096</b>	<b>5,463,177</b>	<b>49,412,601</b>	<b>2,922,781</b>	<b>68,921,682</b>
530-0-XX	Principal & Interest		\$0	0	22,931,273	0	0	0	22,931,273
540-0-XX	Fiscal Agent Charges		\$0	0	55,035	0	0	0	55,035
	<b>TOTAL DEBT SERVICE</b>		<b>0</b>	<b>0</b>	<b>22,986,308</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,986,308</b>
	<b>TOTAL OPERATING BUDGET DEPRECIATION &amp; AMORTIZATION</b>		<b>4,972,012</b>	<b>10,902,042</b>	<b>29,358,501</b>	<b>10,926,354</b>	<b>108,325,202</b>	<b>5,845,562</b>	<b>170,329,673</b>
	<b>TOTAL OPERATING BUDGET</b>		<b>2,486,006</b>	<b>5,451,021</b>	<b>26,172,404</b>	<b>5,463,177</b>	<b>58,912,601</b>	<b>2,922,781</b>	<b>101,407,990</b>
600-0-80	Facility		\$0	0	0	0	120,000	0	120,000
600-0-10	Revenue Vehicles		\$0	0	0	0	4,157,500	0	4,157,500
600-0-12	Support Vehicles		\$0	0	0	0	200,000	0	200,000
600-0-36	Other Fixtures & Equip.		\$0	0	0	0	980,000	0	980,000
600-0-38	Shop Equipment		\$0	0	0	0	200,000	0	200,000
	<b>TOTAL NON-TRANSIT FIXED ASSETS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,657,500</b>	<b>0</b>	<b>5,657,500</b>



**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
- ♦ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT.#	DESCRIPTION	F	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
<b>STREET &amp; HIGHWAY PROJECTS</b>									
	Preservation & Multimodal Projects		0	0	0	59,440,625	0	0	59,440,625
	Capacity Improvement Projects		0	0	0	68,777,293	0	0	68,777,293
	Capital Contribution Projects		0	0	0	7,350,000	0	0	7,350,000
	<b>TOTAL STREET &amp; HIGHWAY</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>135,567,918</b>	<b>0</b>	<b>0</b>	<b>135,567,918</b>
<b>CAPITAL BUDGET BEFORE ENTERPRISE FUND CAPITAL</b>									
			<b>0</b>	<b>0</b>	<b>0</b>	<b>135,567,918</b>	<b>5,657,500</b>	<b>0</b>	<b>141,225,418</b>
<b>ENTERPRISE FUND CAPITAL</b>									
105-2-02	Undesignated Capital Projects		\$0	0	0	0	372,000	0	372,000
105-2-25	Hydrogen Fuel Cell Proj.		\$0	0	0	0	4,910,000	0	4,910,000
111-1-05	111-1-05 Villanova Facility		\$0	0	0	0	3,000,000	0	3,000,000
111-1-10	111-1-10 Coaches		\$0	0	0	0	6,810,176	0	6,810,176
111-1-12	111-1-12 Support Vehicles		\$0	0	0	0	75,000	0	75,000
111-1-16	111-1-16 Communications Equipment		\$0	0	0	0	180,000	0	180,000
111-1-18	111-1-18 Surveillance/Security Equipment		\$0	0	0	0	75,000	0	75,000
111-1-20	Passenger Amenities		\$0	0	0	0	495,660	0	495,660
111-1-21	111-1-21 Passenger Shelters & Bus Stop Improvements		\$0	0	0	0	1,788,133	0	1,788,133
111-1-31	111-1-31 Computer Hardware		\$0	0	0	0	71,922	0	71,922
111-1-36	111-1-36 Other Fixtures & Equipment		0	0	0	0	195,000	0	195,000
111-1-38	111-1-38 Shop Equipment		\$0	0	0	0	325,000	0	325,000
111-1-82	Building Improvements - Terminal		\$0	0	0	0	2,020,000	0	2,020,000
111-1-83	Building Improvements - Centennial		\$0	0	0	0	115,000	0	115,000
111-1-84	Building Improvements - 4th St Station		\$0	0	0	0	875,000	0	875,000
	<b>TOTAL ENT. FUND CAPITAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,307,891</b>	<b>0</b>	<b>21,307,891</b>
<b>TOTAL CAPITAL BUDGET</b>									
			<b>0</b>	<b>0</b>	<b>0</b>	<b>135,567,918</b>	<b>26,965,391</b>	<b>0</b>	<b>162,533,309</b>
<b>TOTAL FY 2024 BUDGET</b>									
			<b>\$2,486,006</b>	<b>\$5,451,021</b>	<b>\$26,172,404</b>	<b>\$141,031,095</b>	<b>\$85,877,992</b>	<b>\$2,922,781</b>	<b>\$263,941,299</b>



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

Nevada Department of Taxation  
1550 College Parkway, Suite 115  
Carson City, NV 89706-7937

Regional Transportation Commission of Washoe County herewith submits the FINAL budget for the fiscal year ending June 30, 2024

This budget contains 0 funds, including Debt Service, requiring property tax revenues totaling \$ 0

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed 0. If the final computation requires, the tax rate will be lowered.

This budget contains 5 governmental fund types with estimated expenditures of \$ 191,217,505 and 1 proprietary funds with estimated expenses of \$ 51,313,427

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

APPROVED BY THE GOVERNING BOARD

Only necessary for FINAL Budget  
(Signature by DocuSign is acceptable)

I Christian Schonlau  
(Print Name)  
Director of Finance/CFO  
(Title)

certify that all applicable funds and financial operations of this Local Government are listed herein

Signed: Christian Schonlau

Dated: 5/19/2023

Phone: 775-332-9511

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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SCHEDULED PUBLIC HEARING:  
(Must be held from May 16, 2023 to May 31, 2023 this year)

Date and Time: 5/19/2023 @ 10:05AM

Publication Date: 5/5/2023

Place: 1st Floor Great Room at Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno VN 89502

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR YEAR 06/30/22	ESTIMATED CURRENT YEAR YEAR 06/30/23	BUDGET YEAR YEAR 06/30/24
General Government			
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT			
Utilities			
Hospitals			
Transit Systems			
Airports			
Other	61	66	73
TOTAL	61	66	73

POPULATION (AS OF JULY 1)	473,606	485,113	501,635
SOURCE OF POPULATION ESTIMATE*			
Assessed Valuation (Secured and Unsecured Only)	\$ 20,544,732,233	\$ 21,484,489,281	\$ 28,175,688,088
Net Proceeds of Mines	5,521,608	3,347,747	2,332,169
TOTAL ASSESSED VALUE	\$ 20,550,253,841	\$ 21,487,837,028	\$ 28,178,020,257
TAX RATE			
General Fund			
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE			

**\* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.**

Regional Transportation Commission of Washoe County  
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA



SCHEDULE A-1 ESTIMATED EXPENDITURES AND OTHER FINANCING USES

Budget For Fiscal Year Ending June 30, 2024

Budget Summary for Regional Transportation Commission of Washoe County  
(Local Government)

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS		SALARIES AND WAGES	EMPLOYEE BENEFITS	SERVICES, SUPPLIES AND OTHER CHARGES	CAPITAL OUTLAY	CONTINGENCIES AND USES OTHER THAN OPERATING TRANSFERS OUT	OPERATING TRANSFERS OUT	ENDING FUND BALANCES	TOTAL
FUND NAME	*	(1)	(2)	** (3)	*** (4)	(5)	(6)	(7)	(8)
General (Street & Highways)	-	\$ 2,495,123	\$ 1,172,634	\$ 114,601,943	\$ -	\$ -	\$ (24,721,323)	\$ 105,346,704	\$ 248,337,726
Regional Impact Fee	R	\$ 437,314	\$ 203,598	\$ 26,222,017	\$ -	\$ -	\$ -	\$ 10,162,495	\$ 37,025,424
Paratransit Services	R	\$ 981,857	\$ 464,812	\$ 12,643,990	\$ 5,057,500	\$ -	\$ -	\$ 2,213,932	\$ 21,362,091
Metropolitan Planning Organization	R	\$ 1,161,735	\$ 556,251	\$ 2,257,408	\$ -	\$ -	\$ -	\$ 570,915	\$ 4,546,309
Debt Services - Reg. St. & Hwy Debt	D	\$ -	\$ -	\$ 22,961,323	\$ -	\$ -	\$ -	\$ 24,260,599	\$ 47,221,922
TOTAL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS		\$ 5,076,028	\$ 2,397,295	\$ 178,686,682	\$ 5,057,500	\$ -	\$ (24,721,323)	\$ 142,554,644	\$ 358,493,472

\* FUND TYPES: R - Special Revenue  
C - Capital Projects  
D - Debt Service  
T - Expendable Trust

\*\* Include Debt Service Requirements in this column

\*\*\* Capital Outlay must agree with CIP.

SCHEDULE A-2 PROPRIETARY AND NONEXPENDABLE TRUST FUNDS

Budget For Fiscal Year Ending June 30, 2024

Budget Summary for Regional Transportation Commission of Washoe County  
(Local Government)

FUND NAME	*	OPERATING REVENUES (1)	OPERATING EXPENSES (2) **	NONOPERATING REVENUES (3)	NONOPERATING EXPENSES (4)	OPERATING TRANSFERS		NET INCOME (7)
						IN (5)	OUT(6)	
Public Transit	E	\$ 3,827,173	\$ 51,313,427	\$ 56,113,267	\$ -	\$ -	\$ (240,000)	\$ 8,387,013
TOTAL		\$ 3,827,173	\$ 51,313,427	\$ 56,113,267	\$ -	\$ -	\$ (240,000)	\$ 8,387,013

\* FUND TYPES: E - Enterprise  
I - Internal Service  
N - Nonexpendable Trust

\*\* Include Depreciation



REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
TAXES				
Co. Option Motor Vehicle Fuel	\$ 95,583,664	\$ 98,380,280	\$ 105,290,980	\$ 105,290,980
County Option Sales Tax - Regional Transp.	7,346,777	7,640,649	7,793,461	7,793,461
FEDERAL GRANTS				
Federal Highways	-	735,500	12,120,300	12,120,300
FTA Grants	-	-	-	-
Project Reimbursements	116,447	250,000	900,000	900,000
Subtotal	103,046,888	107,006,429	126,104,741	126,104,741
MISCELLANEOUS				
Interest	(3,348,122)	-	-	-
Other	85,018	50,000	50,000	50,000
Other Financing Sources - NDOT State Gas Tax	8,000,000	-	-	-
Subtotal	4,736,896	50,000	50,000	50,000
SUBTOTAL REVENUE ALL SOURCES	107,783,784	107,056,429	126,154,741	126,154,741
OTHER FINANCING SOURCES				
Transfers In (Schedule T)				
Proceeds of Long-term Debt	-	-	-	-
Other				
SUBTOTAL OTHER FINANCING SOURCES				
BEGINNING FUND BALANCE	115,099,688	120,033,479	122,182,985	122,182,985
Prior Period Adjustments	-	-	-	-
Residual Equity Transfers	-	-	-	-
TOTAL BEGINNING FUND BALANCE	115,099,688	120,033,479	122,182,985	122,182,985
TOTAL AVAILABLE RESOURCES	\$ 222,883,472	\$ 227,089,908	\$ 248,337,726	\$ 248,337,726

Regional Transportation Commission of Washoe County  
(Local Government)  
SCHEDULE B - GENERAL FUND





EXPENDITURES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
REGIONAL ROAD IMPACT FEE FUNCTION:				
Salaries and Wages	\$ 242,246	\$ 153,842	\$ 436,776	\$ 437,314
Employee Benefits	115,539	101,495	203,467	203,598
Services and Supplies	3,610,216	14,498,807	26,221,483	26,222,017
Capital Outlay	-	-	-	-
Subtotal	3,968,001	14,754,144	26,861,726	26,862,929
Subtotal				
OTHER USES				
CONTINGENCY (not to exceed 3% of Total Expenditures)				
Transfers Out (Schedule T)	-	-	-	-
ENDING FUND BALANCE	27,372,568	21,269,424	10,163,698	10,162,495
TOTAL COMMITMENTS & FUND BALANCE	\$ 31,340,569	\$ 36,023,568	\$ 37,025,424	\$ 37,025,424

Regional Transportation Commission of Washoe County  
(Local Government)

FUND Regional Road Impact Fee

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
County Option Sales Tax - Regional Transportation	\$ 1,500,000	\$ 5,000,000	\$ 6,000,000	\$ 6,000,000
Paratransit System Charges	277,279	295,841	534,536	534,536
FTA Grants	5,173,734	2,412,958	8,819,350	8,819,350
State Grants	500,773	988,424	1,325,700	1,325,700
Miscellaneous	-	80,000	83,000	83,000
Subtotal	7,451,786	8,777,223	16,762,586	16,762,586
MISCELLANEOUS				
Interest	(126,045)	-	-	-
Subtotal	(126,045)	-	-	-
OTHER FINANCING SOURCES:				
Sale of Capital Assets	106,575	-	5,000	5,000
Public Transit Transfer In	-	-	-	-
TOTAL REVENUES	7,432,316	8,777,223	16,767,586	16,767,586
BEGINNING FUND BALANCE	8,635,235	6,813,638	4,594,505	4,594,505
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
TOTAL BEGINNING FUND BALANCE	8,635,235	6,813,638	4,594,505	4,594,505
TOTAL RESOURCES	\$ 16,067,551	\$ 15,590,861	\$ 21,362,091	\$ 21,362,091
EXPENDITURES				
PARATRANSIT SERVICES FUNCTION:				
Salaries and Wages	\$ 760,863	\$ 709,599	\$ 980,643	\$ 981,857
Employee Benefits	362,895	338,682	464,516	464,812
Services and Supplies	7,569,950	9,448,075	12,642,783	12,643,990
Capital Outlay	560,205	500,000	5,772,500	5,057,500
Subtotal	9,253,913	10,996,356	19,860,442	19,148,159
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
ENDING FUND BALANCE	6,813,638	4,594,505	1,501,649	2,213,932
TOTAL COMMITMENTS & FUND BALANCE	\$ 16,067,551	\$ 15,590,861	\$ 21,362,091	\$ 21,362,091

Regional Transportation Commission of Washoe County  
(Local Government)

FUND Paratransit Services

<b>REVENUES</b>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
State Dept. of Transportation	\$ -	\$ -	\$ -	\$ -
FTA Grants	148,000	120,000	260,276	180,276
FHWA	1,440,573	900,694	1,710,000	1,710,000
Other	-	-	-	-
Subtotal	1,588,573	1,020,694	1,970,276	1,890,276
<b>MISCELLANEOUS</b>				
Interest	(9,414)	-	-	-
Other	-	1,000	1,000	1,000
Subtotal	(9,414)	1,000	1,000	1,000
<b>OTHER FINANCING SOURCES:</b>				
Public Transit Transfer In	120,000	240,000	240,000	240,000
Street & Highway Transfer In	690,000	1,360,000	1,360,000	1,360,000
<b>TOTAL REVENUES</b>	<b>2,389,159</b>	<b>2,621,694</b>	<b>3,571,276</b>	<b>3,491,276</b>
<b>BEGINNING FUND BALANCE</b>	<b>1,535,642</b>	<b>827,417</b>	<b>1,055,033</b>	<b>1,055,033</b>
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>1,535,642</b>	<b>827,417</b>	<b>1,055,033</b>	<b>1,055,033</b>
<b>TOTAL RESOURCES</b>	<b>\$ 3,924,801</b>	<b>\$ 3,449,111</b>	<b>\$ 4,626,309</b>	<b>\$ 4,546,309</b>
<b>EXPENDITURES</b>				
<b>METROPOLITAN PLANNING FUNCTION:</b>				
Salaries and Wages	\$ 1,144,558	\$ 1,010,438	\$ 1,160,294	\$ 1,161,735
Employee Benefits	557,906	484,035	555,899	556,251
Services and Supplies	1,394,920	899,605	2,255,975	2,257,408
Capital Outlay	-	-	-	-
Subtotal	3,097,384	2,394,078	3,972,168	3,975,394
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
<b>ENDING FUND BALANCE</b>	<b>827,417</b>	<b>1,055,033</b>	<b>654,141</b>	<b>570,915</b>
<b>TOTAL COMMITMENTS &amp; FUND BALANCE</b>	<b>\$ 3,924,801</b>	<b>\$ 3,449,111</b>	<b>\$ 4,626,309</b>	<b>\$ 4,546,309</b>

Regional Transportation Commission of Washoe County  
(Local Government)

FUND Metropolitan Planning Organization

<u>REVENUES</u>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
<u>TAXES</u>				
Co. Option Motor Vehicle Fuel	\$ -	\$ -	\$ -	\$ -
Subtotal	-	-	-	-
<u>MISCELLANEOUS</u>				
Interest	(207,702)	-	-	-
Subtotal	(207,702)	-	-	-
<u>OTHER FINANCING SOURCES (Specify):</u>				
Transfers In (Schedule T)				
Street & Highway Transfer In	23,466,628	23,184,484	22,986,307	22,961,323
Payment to refunded bond escrow agent	-	-	-	-
<u>BEGINNING FUND BALANCE</u>	22,837,006	24,235,564	24,260,599	24,260,599
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
<u>TOTAL BEGINNING FUND BALANCE</u>	22,837,006	24,235,564	24,260,599	24,260,599
<u>TOTAL AVAILABLE RESOURCES</u>	\$ 46,095,932	\$ 47,420,048	\$ 47,246,906	\$ 47,221,922

Regional Transportation Commission of Washoe County  
 (Local Government)  
 SCHEDULE C - DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES

<b>EXPENDITURES AND RESERVES</b>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
Type:				
Principal	\$ 7,540,000	\$ 7,910,000	\$ 8,300,000	\$ 8,300,000
Interest	14,294,935	15,219,449	14,631,272	14,631,273
Fiscal Agent Charges	25,433	30,000	55,035	30,050
Reserves - increase or (decrease)				
Other (Specify)				
<b>Subtotal</b>	<b>21,860,368</b>	<b>23,159,449</b>	<b>22,986,307</b>	<b>22,961,323</b>
<b>TOTAL RESERVED (MEMO ONLY)</b>	<b>\$ 21,860,368</b>	<b>\$ 23,159,449</b>	<b>\$ 22,986,307</b>	<b>\$ 22,961,323</b>
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
<b>Subtotal</b>				
<b>TOTAL RESERVED (MEMO ONLY)</b>				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
<b>Subtotal</b>				
<b>TOTAL RESERVED (MEMO ONLY)</b>				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
<b>Subtotal</b>				
<b>TOTAL RESERVED (MEMO ONLY)</b>				
ENDING FUND BALANCE	24,235,564	24,260,599	24,260,599	24,260,599
TOTAL COMMITMENTS & FUND BALANCE	\$ 46,095,932	\$ 47,420,048	\$ 47,246,906	\$ 47,221,922

Regional Transportation Commission of Washoe County  
(Local Government)  
SCHEDULE C - DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES



<b>PROPRIETARY FUND</b>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
<b>OPERATING REVENUE</b>				
Transit System Charges	\$ 2,129,004	\$ 2,280,909	\$ 3,370,077	\$ 3,178,333
Bus Advertising	167,050	190,000	195,700	195,700
Miscellaneous	515,566	453,313	453,140	453,140
<b>Total Operating Revenue</b>	<b>2,811,620</b>	<b>2,924,222</b>	<b>4,018,917</b>	<b>3,827,173</b>
<b>OPERATING EXPENSE</b>				
Salaries and Wages	2,137,019	1,985,050	2,769,940	2,773,725
Employee Benefits	796,491	986,482	1,737,998	1,738,923
Services and Supplies	24,420,780	26,769,580	37,297,014	37,300,779
Depreciation/Amortization	8,666,303	8,850,687	9,500,000	9,500,000
<b>Total Operating Expense</b>	<b>36,020,593</b>	<b>38,591,800</b>	<b>51,304,952</b>	<b>51,313,427</b>
<b>Operating Income or (Loss)</b>	<b>(33,208,973)</b>	<b>(35,667,578)</b>	<b>(47,286,035)</b>	<b>\$ (47,486,254)</b>
<b>NONOPERATING REVENUES</b>				
Interest Earned	(1,574,140)	-	-	-
Property Taxes	-	-	-	-
Contributions from Others	-	-	-	-
FTA Grants	19,890,782	12,684,019	20,628,833	20,628,833
State Dept. of Transportation	1,520,197	1,862,500	2,497,128	2,497,128
County Option Sales Tax - Regional Transportation	35,233,886	33,203,241	32,967,306	32,967,306
Gain on Sales of Capital Assets	(70,877)	5,000	20,000	20,000
Other	-	-	-	-
Loan Proceeds	-	-	-	-
<b>Total Nonoperating Revenues</b>	<b>54,999,848</b>	<b>47,754,760</b>	<b>56,113,267</b>	<b>56,113,267</b>
<b>NONOPERATING EXPENSES</b>				
Interest Expense	-	-	-	-
<b>Total Nonoperating Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Income before Operating Transfers</b>	<b>21,790,875</b>	<b>12,087,182</b>	<b>8,827,232</b>	<b>8,627,013</b>
<b>Transfers (Schedule T)</b>				
In	-	-	-	-
Out	(120,000)	(240,000)	(240,000)	(240,000)
<b>Net Operating Transfers</b>	<b>(120,000)</b>	<b>(240,000)</b>	<b>(240,000)</b>	<b>(240,000)</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 21,670,875</b>	<b>\$ 11,847,182</b>	<b>\$ 8,587,232</b>	<b>8,387,013</b>

Regional Transportation Commission of Washoe County  
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION

FUND Public Transit

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash from customers	\$ 2,487,409	\$ 2,924,222	\$ 4,018,917	\$ 3,827,173
Cash received from other funds	300,324	-	-	-
Cash for goods/services	(24,382,721)	(26,769,580)	(37,297,014)	(37,300,779)
Cash compensation & employee benefits	(3,439,494)	(2,971,533)	(4,507,938)	(4,512,648)
a. Net cash provided by (or used for) operating activities	(25,034,482)	(26,816,891)	(37,786,035)	(37,986,254)
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Operating Grants	16,225,440	5,862,500	6,497,128	6,497,128
Transfers from other funds	-	-	-	-
Operating Transfers Net	(120,000)	(240,000)	(240,000)	(240,000)
Public Transportation Tax	34,718,541	33,203,241	32,967,306	32,967,306
b. Net cash provided by (or used for) noncapital financing activities	50,823,981	38,825,741	39,224,434	39,224,434
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Acquisition capital	(11,206,517)	(10,637,660)	(21,192,891)	(21,307,891)
Contributed capital	8,508,666	8,684,019	16,628,833	16,628,833
Proceeds from sale of capital assets	(70,877)	5,000	20,000	20,000
Interest paid on short-term financing loan	-	-	-	-
Principal paid on short-term financing loan	-	-	-	-
c. Net cash provided by (or used for) capital and related financing activities	(2,768,728)	(1,948,641)	(4,544,058)	(4,659,058)
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES:</b>				
Investment Income	(1,567,337)	-	-	-
d. Net cash provided by (or used in) investing activities	(1,567,337)	-	-	-
<b>NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)</b>	<b>21,453,434</b>	<b>10,060,209</b>	<b>(3,105,659)</b>	<b>(3,420,878)</b>
<b>CASH AND CASH EQUIVALENTS AT JULY 1, 20xx</b>	<b>29,003,588</b>	<b>50,457,022</b>	<b>60,517,231</b>	<b>\$ 60,517,231</b>
<b>CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx</b>	<b>\$ 50,457,022</b>	<b>\$ 60,517,231</b>	<b>\$ 57,411,572</b>	<b>\$ 57,096,353</b>

Regional Transportation Commission of Washoe County  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Public Transit

ALL EXISTING OR PROPOSED  
GENERAL OBLIGATION BONDS, REVENUE BONDS,  
MEDIUM-TERM FINANCING, CAPITAL LEASES AND  
SPECIAL ASSESSMENT BONDS

\* - Type  
1 - General Obligation Bonds  
2 - G.O. Revenue Supported Bonds  
3 - G.O. Special Assessment Bonds  
4 - Revenue Bonds  
5 - Medium-Term Financing

6 - Medium-Term Financing - Lease Purchase  
7 - Capital Leases  
8 - Special Assessment Bonds  
9 - Mortgages  
10 - Other (Specify Type)  
11 - Proposed (Specify Type)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)		(10)	(11)
NAME OF BOND OR LOAN List and Subtotal By Fund	TYPE *	TERM	ORIGINAL AMOUNT OF ISSUE	ISSUE DATE	FINAL PAYMENT DATE	INTEREST RATE	BEGINNING OUTSTANDING BALANCE 7/1/2023	INTEREST PAYABLE	REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/24		(9)+(10) TOTAL
									PRINCIPAL PAYABLE		
REGIONAL STREETS & HIGHWAYS Bonds - Series 2010EF	4	30	\$ 64,160,000	12/16/2010	2/1/2040	7.97%	\$64,160,000	\$3,382,013	-		\$3,382,013
SALES TAX Bonds - Series 2010H	4	30	\$ 20,000,000	12/16/2010	2/1/2040	7.45%	\$20,000,000	\$998,359	-		\$998,359
REGIONAL STREETS & HIGHWAYS Bonds - Series 2018	4	25	\$ 183,235,000	12/20/2018	2/1/2043	4-5.2%	\$161,970,000	\$7,828,950	\$6,250,000		\$14,078,950
REGIONAL STREETS & HIGHWAYS Bonds - Series 2019	4	20	\$ 56,235,000	12/19/2019	2/1/2040	5.00%	\$50,635,000	\$2,421,950	\$2,050,000		\$4,471,950
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
							\$	\$	\$		\$
TOTAL ALL DEBT SERVICE			\$ 323,630,000				\$ 296,765,000	\$ 14,631,272	\$ 8,300,000	\$	\$ 22,931,272

SCHEDULE C-1 - INDEBTEDNESS

Regional Transportation Commission of Budget Fiscal Year 24  
(Local Government)

Transfer Schedule for Fiscal Year 2023-2024

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
GENERAL FUND				MPO Fund	12	1,360,000
				Regional Road Impact Fee	9	400,000
				Debt Service Fund	13	22,961,323
SUBTOTAL						
<b>SPECIAL REVENUE FUNDS</b>						
Paratransit Services Fund	Public Transit	15	-			
MPO Fund	Public Transit	15	240,000			
MPO Fund	General (Street&Highway)	8	1,360,000			
Regional Road Impact Fee	General (Street&Highway)	8	400,000			
SUBTOTAL			\$ 2,000,000			\$ 24,721,323

Regional Transportation Commission of Washoe County  
 (Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

Transfer Schedule for Fiscal Year 2023-2024

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
CAPITAL PROJECTS FUND						
SUBTOTAL						
EXPENDABLE TRUST FUNDS						
SUBTOTAL						
DEBT SERVICE	General (Street & Highway)	8	22,961,323			
SUBTOTAL			22,961,323			

Regional Transportation Commission of Washoe County  
 (Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

Transfer Schedule for Fiscal Year 2023-2024

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
ENTERPRISE FUNDS Public Transit				Paratransit Services	10	-
				MPO	12	240,000
SUBTOTAL						
INTERNAL SERVICE						
SUBTOTAL						
RESIDUAL EQUITY TRANSFERS						
SUBTOTAL						240,000
TOTAL TRANSFERS			\$ 24,961,323			24,961,323

Regional Transportation Commission of Washoe County  
(Local Government)

**SCHEDULE OF EXISTING CONTRACTS  
Budget Year 2023-2024**

**Local Government:** Regional Transportation Commission of Washoe County

**Contact:** Christian Schonlau

**E-mail Address:** CSchonlau@rtcwashoe.com

**Daytime Telephone:** 775-332-9511

Total Number of Existing Contracts: 73

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2023-24	Proposed Expenditure FY 2024-25	Reason or need for contract:
1	Access to Healthcare net work	10/1/2021	9/30/2023	51,159	-	5310 program for ADA transportation services
2	Air Products and Chemicals Inc.	11/21/2022	11/21/2027	54,000	54,000	Hydrogen Fuel cell project
3	Air Products and Chemicals Inc.	11/21/2022	11/21/2027	989,000	989,000	Hydrogen Fuel cell project
4	Allied Universal Security service	7/1/2021	6/30/2026	1,017,919	1,060,981	Security service to RTC facilities
5	Allstream	1/25/2021	1/25/2024	16,560	16,560	3 years service order with Allstream, agency-wide internet
6	Atkins North America	4/17/2020	1/1/2024	1,129,911	-	Professional service for Sparks Blvd Widening
7	Atkins North America	12/23/2019	12/31/2023	307,522	-	Professional service for Sky Vista Rehab and Widening
8	Board of Regents - UNR	7/29/2022	6/30/2024	50,000	-	Professional service for pavement cooperative agreement
9	Board of Regents - UNR	11/1/2022	10/31/2023	33,333	-	Professional service for multimodal traffic data collection
10	C.A. Group	7/1/2021	12/30/2023	139,947	-	Professional service for project McCarran Corridor Study
11	C.A. Group	2/21/2022	12/31/2023	167,176	-	Professional service for project Sparks BLVD
12	C.A. Group	6/21/2021	12/31/2023	223,858	-	Professional service for project Steamboat Pkwy
13	C.A. Group	6/8/2022	6/30/2024	50,000	-	Professional service for feasibility report
14	C.A. Group	9/20/2021	12/31/2023	152,348	-	Professional service for project Reno Consolidated 23-01
15	Charter	6/1/2020	5/30/2025	72,540	66,495	Point to Point Fiber 5 years contracts
16	Charter	7/1/2022	6/30/2025	11,388	11,388	Charter backup internet connection
17	Crowe LLC	1/1/2022	12/31/2026	70,536	77,590	Annual Financial audit
18	Cubic Transportation Sys. Inc.	9/1/2021	8/31/2024	123,467	20,578	Nextbus Software & hardware support
19	Dickinson Wright PLLC	11/18/2022	6/30/2024	50,000	-	Specialized legal services
20	Downlow Reno Partnership	1/1/2022	12/31/2024	100,000	50,000	Police services, clean and safety program
21	Eastern Sierra Engineering	10/18/2021	6/30/2024	205,014	205,014	Professional service for 4th street reconstruction
22	Eastern Sierra Engineering	10/18/2021	6/30/2024	140,974	140,974	Professional service for California Ave
23	Eastern Sierra Engineering	11/4/2022	12/31/2024	216,785	108,392	Professional service for project Stanford way rehab.
24	Enterprise	6/5/2020	5/31/2024	2,169,960	-	Van pool service
25	Farr West Engineering	11/21/2022	12/31/2024	195,337	97,669	Professional service for project Selmi Dr. rehab.
26	HDR Engineering Inc.	8/1/2022	12/31/2023	97,087	-	Professional service for McCarran Blvd and Pyramid HWY
27	HDR Engineering Inc.	12/19/2022	6/30/2025	465,951	465,951	Professional service for project Mill st. capacity and safety
28	Granite Construction	6/21/2021	12/31/2024	22,050,050	11,025,025	Oddie Wells construction
29	Headway Transportation LLC.	6/30/2020	6/30/2025	606,680	606,680	Professional service for Center Street Cycle Track
30	Headway Transportation LLC.	8/1/2022	6/30/2024	234,177	-	Professional service for Traffic Signals Installation 23-01
31	Headway Transportation LLC.	5/24/2021	12/31/2023	55,034	-	Professional service for TE Spot 11
32	ICE Teams, LLC	2/22/2023	6/30/2024	99,332	-	Professional service for Arlington Bridge
33	Jacobs Engineering Group	2/18/2022	12/31/2025	513,113	513,113	Professional service for Mill St Widening
34	Jacobs Engineering Group	12/20/2021	12/31/2026	643,516	643,516	Professional service for Arlington Bridges NEPA & design
35	Jacobs Engineering Group	3/18/2022	12/31/2024	108,462	54,231	Professional service for Oddie Wells Complete St.
36	Jacobs Engineering Group	8/21/2020	12/23/2023	104,062	-	Professional service for post construction Welland Maint SE Connector phase 2
37	J-U-B Engineers	12/19/2022	12/31/2023	148,900	-	Professional service for 2023 Corrective Maintenance
38	Kaempfer Crowell, LTD	9/1/2021	8/31/2024	33,167	5,528	Specialized legal services
39	Kaempfer Crowell, LTD	12/1/2022	11/30/2024	65,000	27,083	Specialized lobbying service
40	Keolis Transit service, LLC	7/1/2019	6/30/2024	26,027,426	-	Operation and maintenance of fixed route transit service
41	Kimley-Horn and Associates	2/21/2022	8/31/2023	41,176	-	Professional service for ITS strategic master plan
42	Kimley-Horn and Associates	10/24/2022	12/31/2023	334,554	-	Professional service for Sparks intelligent corridor
43	Lumos & Associates, Inc.	11/21/2022	12/31/2023	463,745	-	Professional service for 2023 annual preventive maintenance
44	Lumos & Associates, Inc.	11/21/2022	12/31/2024	344,070	172,035	Professional service for Raleigh heights rehab.
45	Lumos & Associates, Inc.	4/21/2023	6/30/2024	44,872	583,333	Professional service for Military Road Capacity and Safety
46	MJT Consulting	5/6/2022	12/31/2023	10,263	-	Professional service for Sparks BLVD South
47	M3 Planning, Inc. (OnStrategy)	8/19/2022	8/31/2023	6,000	-	Annual Board retreat
48	MTM Transit LLC	7/1/2017	6/30/2025	8,260,882	8,921,753	Operation and maintenance of paratransit service
49	Nichols Consulting Engineers	5/24/2021	12/31/2024	1,083,233	541,617	Construction management service for Oddie/Wells
50	Nichols Consulting Engineers	10/27/2022	12/31/2024	229,833	114,917	Professional service for N. Virginia st. university rehab.
51	Nichols Consulting Engineers	9/17/2021	12/31/2023	99,165	-	Professional service for the Arrowcreek rehab projects
52	Nichols Consulting Engineers	3/21/2022	12/31/2023	56,372	-	Professional service for 1st st. rehab.
53	Nichols Consulting Engineers	5/1/2023	6/30/2025	3,165	18,989	Professional service for Timing Signal project
54	Precision Document Imaging	6/1/2022	5/31/2025	66,180	60,665	3-year contract renewal for Hyland Onbase Enterprise software
55	Qual-Econ, USA Inc	5/1/2021	6/30/2024	526,745	-	Janitorial and Porter service
56	Recreation Engineering and Planning, Inc.	10/31/2022	12/31/2024	23,501	3,917	Professional service for Arlington bridge design
57	Spare Labs, Inc.	11/1/2022	10/31/2023	132,000	15,000	Software and Lyft trips
58	Stantec	3/20/2020	12/31/2024	378,497	189,249	Professional service for Oddie/Wells Corridor project
59	Taft Stettinus & Hollister LLP	8/20/2021	6/30/2024	25,000	-	Specialized legal services
60	Thompson Coburn LLP	2/1/2022	1/31/2025	41,667	24,306	Specialized legal services
61	Town & Country Landscaping	8/23/2021	9/1/2023	5,000	-	Landscaping service for RTC properties
62	Uber Technologies, Inc.	7/1/2021	6/30/2024	49,000	-	Professional service for transportation
63	US Army Corp of Engineers	4/25/2023	6/30/2027	1,454	17,448	License fee for Arlington Bridge
64	Vertiv Cooperation	12/1/2022	10/30/2023	4,122	-	UPS Battery replacement
65	Volunteers of America	10/1/2021	9/30/2023	24,269	-	5310 program
66	West Publishing Cooperation	1/1/2022	12/31/2024	5,618	2,809	36 months Subscription
67	Westwood Professional service	7/1/2022	12/31/2023	95,486	-	Professional service for traffic signal modification 23-01
68	Wood Rodgers	5/23/2022	6/30/2027	257,605	257,605	Professional service for South Virginia St. widening
69	Wood Rodgers	9/21/2022	12/31/2025	729,563	729,563	Professional service for Virginia line brt improvement
70	Wood Rodgers	3/3/2023	12/31/2025	244,899	244,899	Professional service for 4th St Station Expansion
71	Wood Rodgers	12/19/2022	6/30/2024	249,253	-	Professional service for South Virginia St.
72	Wood Rodgers	9/16/2022	6/30/2024	279,676	-	Professional service for South Meadows traffic enhancement
73	Wood Rodgers	10/28/2021	12/31/2023	121,424	-	Professional service for Holcomb ave rehab.
	<b>Total Proposed Expenditures</b>			<b>73,228,980</b>	<b>28,137,870</b>	

Additional Explanations (Reference Line Number and Vendor):

**SCHEDULE OF PRIVATIZATION CONTRACTS**

**Budget Year 2023-2024**

**Local Government:** Regional Transportation Commission of Washoe County

**Contact:** Christian Schonlau

**E-mail Address:** CSchonlau@rtcwashoe.com

**Daytime Telephone:** 775-332-9511

Total Number of Privatization Contracts: 3

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure F23 2023-23	Proposed Expenditure 2023-2024	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1	Reno Carson Messenger	7/1/2022	6/30/2023	1 year	\$ 14,900	\$ 14,900	23	1	\$ 26.01	Courier service for Terminal & Villanova
2	Trifox, LLC	1/1/2023	12/31/2026	4 year	\$ 64,080	\$ 66,002	31	1	\$ 38.46	Davis Bacon and Prevailing Wage compliance
3	ICE Teams, LLC	2/22/2023	6/30/2024	1 year	\$ 99,332	-	36	1	\$ 49.34	Independent cost estimating and accosiated services for Arlington Bridge
4										
5										
6										
7										
8	<b>Total</b>				<b>\$ 178,312</b>	<b>\$ 80,902</b>		<b>3</b>		

Attach additional sheets if necessary.





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 6.1.

To: Regional Transportation Commission

From: Ed Park, Senior Transit Planner

**SUBJECT: RTC Bus Stop Improvement & Connectivity Program**

**RECOMMENDED ACTION**

Acknowledge receipt of a report regarding the RTC Bus Stop Improvement & Connectivity Program.

**BACKGROUND AND DISCUSSION**

At its December 15, 2017 Board meeting, the RTC Commission raised concerns about bus stop accessibility throughout the community. The Board directed staff to improve bus stops and their accessibility to bring them up to Americans with Disability Act (ADA) guideline standards, which among other things included a flat, solid 5' x 8' landing pad for wheelchairs and motorized mobility devices and minimum 48"-wide sidewalks to and from the bus stop. The addition of larger bus stop pads allowed for more amenities including shelters, benches, and trash cans. The RTC budgeted \$2.3 million in fuel tax for this project spread out over five phases. Staff identified and prioritized bus stops that were in need of these improvements. The final phase of bus stop improvements was completed last month, and today's report is a summary of activities related to this project. Moving forward, the Public Transportation & Operations Department will return to an annualized approach to maintaining and improving bus stop facilities.

**FISCAL IMPACT**

Funding for this initiative was contained in annual budgets from FY2019 through FY 2023.

**PREVIOUS BOARD ACTION**

1/18/2018      Acknowledged receipt of the bus stop accessibility and improvements report.

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**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item: 6.2.**

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

**SUBJECT: 2022 RTC Annual Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the 2022 Annual Report.

**BACKGROUND AND DISCUSSION**

The 2022 Annual Report for the Regional Transportation Commission of Washoe County (RTC) provides an opportunity to share the progress of transportation investments in the Truckee Meadows. This report includes a summary of project and program updates, public outreach events, and data regarding RTC performance measures. This report includes the highlights of calendar year agency accomplishments and may be used by the Board in its FY23 agency review score.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There have been no previous Board actions taken.

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# 2022 ANNUAL REPORT



**Building A Better Community  
Through Quality Transportation.**

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# MISSION, CULTURE AND STRATEGIC GOALS

## MISSION

Building A Better Community Through Quality Transportation.

## STATEMENT OF CULTURE

The Regional Transportation Commission of Washoe County is committed to a culture that exhibits respect, trust, and commitment in our work and interactions between employees and with the public, businesses, regional partners, and other agencies.

## STRATEGIC GOALS

### #1 Re-Build Public Transportation

Rethink and redefine our system as a whole.

*Outcome: Provide access to everyone who needs public transportation through a suite of options to meet the current ridership demand and deliver additional opportunities to serve more of our residents.*

### #2 Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs

Focus on transportation decision-making, development impacts, and the future of our community.

*Outcome: Clarify and potentially redefine regional relationships and responsibilities for leadership and collaboration.*

### #3 Improve Our Community's Network Experience

Successfully continue to deliver high-impact road projects.

*Outcome: Support investment in a diversified network to expand mode choice in the urban area through the RTP process.*

### #4 Financial & Organizational Stewardship

Proactively plan for future funding needs.

*Outcome: Improved decision-making through accessible, digestible, and transparent financial planning available to internal and external stakeholders.*



RTC

# BOARD

The Regional Transportation Commission of Washoe County is a cooperative regional board governed by five representatives appointed from three local government jurisdictions:

- Two City of Reno Council Members
- One City of Sparks Council Member
- Two Washoe County Commissioners



**ED LAWSON**

**RTC CHAIR**

Sparks Mayor  
*Serving since January 2021*



**ALEXIS HILL**

**VICE CHAIR**

Washoe County  
Commissioner  
*Serving since January 2022*



**DEVON REESE**

**COMMISSIONER**

Reno City Council member  
*Serving since January 2022*



**HILLARY SCHIEVE**

**COMMISSIONER**

Mayor of Reno  
*Serving since  
December 2021*



**MARILUZ GARCIA**

**COMMISSIONER**

Washoe County Commissioner  
*Serving since April 2023*



**TRACY LARKIN-  
THOMPSON**

**NEVADA DEPARTMENT OF  
TRANSPORTATION DIRECTOR**

*Serving since January 2023*

RTC

# DIRECTORS

The RTC is comprised of six departments with a professional and administrative staff of 69 who serve to deliver the region's surface transportation needs.



**BILL THOMAS, AICP**

Executive Director



**DAN DOENGES**

Director of Planning



**MARK MALONEY**

Director of Public Transportation  
& Operations



**DALE KELLER, P.E.**

Director of Engineering



**CHRISTIAN  
SCHONLAU, CGFM**

Director of Finance/Chief  
Financial Officer



**LAURA FREED**

Director of Administrative  
Services



**ADAM SPEAR**

Director of Legal Services

# SUPPORTING THE COMMUNITY



## 2,047

### **Jobs created in the community by RTC Projects**

The RTC contracts out our services, including transit and road construction projects. These contracts result in the employment of construction workers, transit employees, and more, in our community.

# SUPPORTING THE UNIVERSITY

## \$646,133

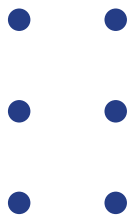
### **Amount contracted to UNR**

The RTC contracts with the University of Nevada, Reno on both Traffic Engineering and Pavement Engineering studies and research. These contracts give the RTC the ability to implement the most up to date technologies and methods of practice through the services and projects we deliver. The contracts with UNR also help build the future generation of engineers that will work on RTC lead projects and programs.





# GRANTS



## **RTC RECEIVES \$300,000 GRANT TO PLAN THE FUTURE OF VIRGINIA STREET**

The RTC is honored to receive a \$300,000 Transit-Oriented Development planning grant from the U.S. Department of Transportation Federal Transit Administration (FTA). The funding will allow the RTC to envision and plan for the future expansion of the Virginia Line Bus RAPID Transit (BRT) service to South Reno and develop land-use planning tools that will encourage a walkable, transit-supportive development pattern that meets the growth and development needs of the region.

## **\$4 MILLION RECEIVED FOR LEMMON DRIVE IMPROVEMENTS AND RESILIENCY PROJECT**

As part of the federal government funding bill, the RTC received \$4 million for the Lemmon Drive Improvements and Resiliency Project. Segment 2 of this project will reconstruct 3.7 miles of Lemmon Drive between Fleetwood Drive to Ramsey Way above the 100-year flood plain of Swan Lake. The project will also widen Lemmon Drive from Fleetwood Drive to Palace Drive, provide safe connections to the area's Historically Disadvantaged Communities, and improve the multimodal connectivity.

## **\$3 MILLION RECEIVED FOR RTC BUS MAINTENANCE FACILITY REPLACEMENT**

As part of the federal government funding bill, the RTC received \$3 million to begin the process to replace our bus maintenance facility.

This project is a priority as the relocation of our current bus maintenance facility is required due to Phase 4 of the Spaghetti Bowl project. As RTC expands service to keep pace with a growing community and an impending NDOT project necessitates the relocation of the facility, a new site will need to be acquired and a replacement facility developed prior to NDOT's start of construction. This project will allow for on-site investment in hydrogen-fueling infrastructure. Additionally, the new facility is planned to provide space for long-term expansion of the fleet, notably alternative-fuel vehicles.

## **\$88,917,130 RECEIVED FOR US-395 & VIRGINIA STREET NORTH VALLEYS**

The project has two components. The first component will add two lanes along approximately three miles of US-395, along with improved traffic control, interchange lighting upgrades, sound walls, and Intelligent Transportation System (ITS) elements. The second component will create a complete street along a separate 2.5-mile stretch of North Virginia Street with added sidewalks and buffered bike lanes and/or shared-use path, pedestrian crossings with rectangular rapid flashing beacons, and improved transit stops.

Our sincere thanks to the U.S. Department of Transportation for investing in the future of our community, and to our Federal delegation, Senator Catherine Cortez Masto, Senator Jacky Rosen, and Congressman Mark Amodei for their leadership and support. The RTC would also like to thank FTA Administrator Nuria Fernandez and FTA Region 9 Administrator Ray Tellis for their commitment to the region's future transit needs.

# ACCOMPLISHMENTS



## RTC RECEIVES PROJECT OF THE YEAR AWARD FOR SUN VALLEY PROJECT

The RTC recently received an award for the Sun Valley Boulevard Multimodal Improvement Project Phase 1 at the Nevada Chapter of the American Public Works Association (APWA) 2022 Spring Conference for Transportation projects \$5 million to \$10 million. The project included roadway reconstruction, new sidewalks, new bike lanes, improved bus stops, and increased safety. The project has been recognized as a much-needed and appreciated improvement for the Sun Valley community.

## AMERICAN SOCIETY OF CIVIL ENGINEERS ENGINEER OF THE YEAR JUDY TORTELLI



## **RTC RECEIVES FINANCIAL REPORTING RECOGNITION**

Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the RTC for its annual comprehensive financial report for the fiscal year ended June 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive spirit of full disclosure to clearly communicate its financial story and motivate potential users and user groups to read the report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The Government Finance Officers Association of the United States awarded a Certificate of Achievement for Excellence in Financial Reporting to the RTC for its annual comprehensive financial report for the fiscal year ending June 30, 2021. This was the 35th consecutive year that RTC achieved this prestigious award.



## **RTC RECEIVES UPDATED TSA SCORE FOR BASELINE ASSESSMENT AND SECURITY ENHANCEMENT REVIEW**

The RTC received an updated TSA score for Baseline Assessment and Security Enhancement (BASE) review in June. The RTC received an overall score of 96% on the BASE review, up from RTC's 2018 overall score of 92%.

The BASE review evaluates 17 categories of security and emergency preparedness action items identified as fundamentals for a sound transit security program. Establishing a national standard for individual transit system security programs, the review includes topics such as an agency's security plan, security training, drill/exercise programs, public outreach efforts, and background check programs.

The TSA recognized RTC for its commitment and hard work in achieving improved BASE review results.

# GRANT FUNDING AWARD AMOUNTS

## Grant Funding received in the past 3 years

Application Name	Award Total	Funding Year	Partner Agency
FY 2020 DOT Grant for Buses and Bus Facilities Program	4,080,000	2020	
Build Grant, Pyramid HYWY	23,000,000	2020	NDOT
Safety Data Initiative Grant	298,600	2020	
Digital Radio System	917,800	2020	
Digital Twin	131,661	2021	
No and low Hydrogen Bus Purchase	6,488,000	2021	
Raise Grant, Arlington Bridge	7,000,000	2021	NDOT
395 North Phase 1B	88,917,130	2021	NDOT
Arlington Bridge Earmark	2,000,000	2021	
South Virginia Street TOD Planning Study	300,000	2022	
Lemmon Phase II Earmark	4,000,000	2022	
RTC Washoe's Villanova Maintenance Facility Replacement Design	3,000,000	2022	
<b>TOTAL:</b>	<b>\$140,133,191</b>		

# PAVEMENT PRESERVATION PROJECT

The purpose of the Pavement Preservation Program is to maintain roads in good condition and minimize long term costs. The goal is to apply the most cost effective treatment to the right pavements, at the right time to minimize pavement life cycle costs while maximizing serviceable pavement life. An effective Pavement Preservation Program saves money that can be used for other important transportation initiatives. Through a process of collaboration and coordination with the local governments, RTC funds tactical roadway preservation programs to accomplish goals for the Regional Road System (arterials, collectors, industrial roads). The local governments provide preservation services for non-regional road roadways and day to day maintenance for all non-state maintained facilities. As part of the pavement preservation system RTC maintains data on index rating for each regional road.

The program is implemented in coordination with the Pavement Preservation Committee, which consists of public works and maintenance staff of Reno, Sparks, and Washoe County.



## *Improved Roads*

- Carville Drive
- Clean Water Way
- First Street
- Fourth Street
- Hunter Lake Drive
- Mayberry Drive
- Mill Street
- North Hills Boulevard
- Peckham Lane
- Ralston Street
- Robb Drive
- Somerset Ridge Parkway
- State Street
- Sutro Street
- Terminal Way
- Third Street
- Veterans Pkwy Path
- 15th Street
- Boxington Way
- Deming Way
- Dermody Way
- E Greenbrae Drive
- E Lincoln Way
- E Prater Way
- El Rancho Boulevard
- Franklin Way
- Hulda Court
- La Posada Drive
- Lillard Drive
- Purina Way
- Snider Way
- Spice Islands Court
- United Circle
- Victorian Avenue
- Wingfield Hills Road
- Caughlin Parkway
- Circuit Court
- Country Club Drive
- Country Club Drive
- Digital Court
- Distribution Drive
- Eastlake Boulevard
- Hawco Court
- Incline Way
- Ingenuity Avenue
- Inventors Place
- Isidor Court
- Lakeshore Boulevard
- Northwood Boulevard
- Southeast Connector
- Tanager Street
- Thomas Creek Road

**PCI for 2022 – 81.6**  
*PCI Goal 80 or above*

**9,802,131 SF**

*of pavement under pavement  
preservations program.*

# LEMMON DRIVE *PHASE 1*



lanes

The RTC has reached substantial completion of segment one of the Lemmon Drive Project four months ahead of schedule. Segment one of the Lemmon Drive Project widened Lemmon Drive from four lanes to six from Sky Vista Parkway/Buck Drive to Military Road.

The project increases capacity, improves safety, and provides multimodal transportation choices. The new roadway design improves traffic flow with longer left-turn lane queues from southbound Lemmon Drive to Buck Drive and northbound Lemmon Drive to Military Road, and a new diverging-diamond interchange at US 395 and Lemmon Drive.

## IMPROVEMENTS

- Widened from 4 lanes to 6 lanes
- New Diverging Diamond Interchange
- 10-Foot-Wide Shared-Use Path
- Travel Safety Improvements
- Safe Crossing Opportunities

To improve safety for everyone, the RTC has also added a continuous raised median to prevent left turns into or out of businesses, and reduce crashes and vehicle conflicts. U-turn movements are accommodated approximately 1,000 feet north of Sky Vista Parkway.

For pedestrians and bicyclists, the improvements include a separated, 10-foot-wide, shared-use path along the west side of Lemmon Drive, and an adjoining sidewalk along the east side and bike lanes in both directions.



This project represents an approximate \$20 million investment in our community.

# ODDIE WELLS CORRIDOR PROJECT

## PHASE 1



The Oddie-Wells Multimodal Improvement Project will revitalize the 3.2-mile corridor, beginning on Oddie Boulevard at Pyramid Way in Sparks and continuing on Wells Avenue to the I-80 ramps in Reno, by creating a more-livable, safer, and vibrant community.

The design contains plans for lighting, landscaping, aesthetic features, ADA improvements, pedestrian ramps, bicycle facilities, and safer traffic operations to increase mobility and connectivity along this corridor. Additionally, the design includes construction of a raised cycle track on both sides of the roadway from Sutro Street in Reno to Pyramid Way in Sparks. On Wells Avenue from Sutro Street to I-80, plans include a multiuse pathway on one side of the road and sidewalks on the other side. The new multiuse pathway will connect to the

existing multiuse pathway along I-80 by UNR Farms.

All these corridor improvements will support economic investment and redevelopment while enhancing the quality of life for area residents by improving accessibility and safety. The RTC is finishing construction of Phase 1 (section from Pyramid Way to Sullivan Lane in Sparks). During 2023, construction will continue west towards Reno with Phase 2 & 3. The project is anticipated to complete construction by the third quarter of 2024. The total project investment, including construction, design, permitting and construction management, is approximately \$52 million. The project is funded with local fuel tax revenue.

### CONSTRUCTION TIMELINE

- **November 2021**  
Phase 1: Pyramid Way to Sullivan Lane
- **Summer 2023**  
Phase 2: Sullivan Lane to Silverada Boulevard
- **Fall 2023**  
Phase 3: Silverada Boulevard to Sutro Street
- **Spring 2024**  
Phase 4: Sutro Street to I-80 on- and off-ramps

This project represents an approximate \$52 million investment in our community.



# MILL STREET COMPLETE STREETS PROJECT

The RTC has completed construction on the Mill Street Project. The project, which began in February 2022, improved Mill Street between Terminal Way and McCarran Boulevard for pedestrians, bicyclists, transit riders, and drivers. As part of the project, the RTC brought pedestrian access up to ADA standards and improved bus stop accessibility. The project included continuous sidewalks on the south side of Mill Street from McCarran Boulevard to Terminal Way.

On the north side of Mill Street, the RTC filled in gaps in the sidewalk network and constructed better bus stop access. The project also added upgraded curb ramps and pedestrian controls at the Rock Boulevard and Terminal Way/Greg Street intersections and minor corridor lighting improvements. Finally, the corridor was resurfaced and restriped to provide more space for all users and extend the life of the underlying pavement structure. The project was completed on schedule and on budget.



This project represents an approximate \$ 5,196,690 investment in our community



# SPARKS BOULEVARD PROJECT *PHASE 1*



**SPARKS** PROJECT  
**BLVD.**

The RTC has reached substantial completion on Phase I of the Sparks Boulevard Project three months ahead of schedule. Phase I of the Sparks Boulevard project has added roadway capacity, increased safety and accessibility, and improved bicycle and pedestrian facilities by widening Sparks Boulevard between Greg Street and Lincoln Way.

Construction was originally scheduled to be completed in spring of 2023, but Granite Construction crews were able to complete this project ahead of schedule.

Now that Phase I is substantially complete, the RTC is continuing the environmental and design process for Phase II of the Sparks Boulevard project, which includes the area of Sparks Boulevard between the I-80 westbound ramps and Baring Boulevard. Phase II of the Sparks Boulevard Project is anticipated to start in 2025.

Phase 1 of the Sparks Boulevard Project represents an approximate \$12 million investment in our community.





# PECKHAM LANE REHAB

*COMPLETED FALL 2022*

Roadway rehabilitation of Peckham Lane from Baker Lane to South Virginia Street. Project included sidewalk, curb ramp, and driveway improvements. Signal upgrades at the intersection of Peckham Lane/Baker Lane, and partial upgrades at Virginia Street/Peckham Lane.

This project represents a \$2.6 million investment in our community funded with RTC fuel tax funds.

# KINGS ROW REHAB

*COMPLETED FALL 2022*

Roadway rehabilitation between Wyoming Avenue and North McCarran Boulevard. Project included sidewalk replacement, restriping of lanes, addition of uphill bike lane, and minor utility work.

## IMPROVEMENTS

- Replaced asphalt
- Replaced failing sidewalks with ADA-Compliant sidewalks
- Restriped bike lanes
- Minor utility work

This project represents an approximate \$3.8 million investment in our community.



# 4TH STREET/WOODLAND AVENUE ROUNDABOUT

STARTED AUGUST 2022

The RTC will be constructing a new roundabout at the 4th Street and Woodland Avenue intersection. This project will improve safety and operations at this intersection. It will reduce conflict points, provide new bicycle and pedestrian facilities, help with traffic calming, and include new lighting to increase safety.

Roundabouts provide a number of benefits. Studies show that roundabouts improve safety by reducing crashes by thirty percent. By design, roundabouts force vehicles to slow down. The severity of any crashes that may occur is also reduced, because there are fewer head on or t-bone collisions. Secondly, roundabouts reduce traffic delays, because your car doesn't have to sit at a stop sign or a traffic signal. So, that means you'll spend less time on the road! Roundabouts also improve safety for everyone, including pedestrians and bicyclists.

This project represents an approximate \$4.3 million investment in our community.



**Preferred Design Concept**

# BUS STOP IMPROVEMENT & CONNECTIVITY PROJECT

The RTC completed construction on Phase Three of the Bus Stop Improvement and Connectivity Program. This program improved Americans with Disabilities Act (ADA) accessibility at existing RTC bus stops.

Improvements are prioritized based on ridership and community needs and include features such as wider concrete pads to accommodate wheelchair access, providing room for future amenities, improving crosswalks and sidewalk connectivity, upgrading pedestrian ramps and driveways, minor traffic signal modifications, and drainage improvements.

Phase Three constructed ADA accessibility improvements to 29 bus stop locations throughout Reno, Sparks, and Washoe County.

**Completed in  
June 2022**

**Contractor:** Spanish Springs Construction  
**Design Firm:** CA Group, Inc.

## INVESTMENT IN OUR COMMUNITY:

This project represents an approximate investment of \$1.7 million in our community.



## Improved Stops

- S. Virginia Street & Kietzke Lane (both sides of Virginia Street)
- York Way & Rock Boulevard
- Rock Boulevard & Vance Way
- Valley Road & Highland Avenue
- W. 4th Street & Keystone Avenue
- Lakeside Drive & Robinhood Drive
- E. 2nd Street & Gould Street
- Neil Road & Nutmeg Place
- Prater Way & E. I Street
- Kirman Avenue & Capitol Hill Avenue
- Mill Street & Kirman Avenue (Renown)
- York Way & 4th Street
- Silverada Boulevard & Orovada Street
- E. 2nd Street & Park Street
- Wedekind Road & Community Gardens Apts.
- W. 7th Street & Washington Street
- Bluestone Drive & Huffaker Lane
- Moya Boulevard & 12085 Moya Boulevard
- Glendale Avenue & Sierra Commerce Center
- E. Greg Street & S. McCarran Boulevard
- E. Greg Street & Linda Way
- E. Greg Street & Deming Way
- Rock Boulevard & Freeport Way
- Double Diamond Parkway & Trademark Drive
- Double Diamond Parkway & Technology Way
- Terminal Way & Vassar Street
- Wrondele Way & Grove Garden Apartments
- E. Greg St. & Marietta Way

# SIGNAL OPTIMIZATION



In 2022, the RTC continued studying the timing of 415 regional traffic signals and working with our regional partners to better optimize and synchronize these signals to keep traffic flowing and reduce travel time. The project is a three-year, \$1 million commitment to improving traffic flow

throughout the region. Seventy-one signals were retimed in 2022.

RTC does not own any traffic signals, but supports local jurisdictions in the maintenance and operation of the signals. The RTC receives real-time data from signals and assesses how well they are performing. The RTC also works on various projects to upgrade methods of detecting vehicles at intersections, which also helps to optimize timing at signalized intersections.

RTC engineers use information from the National Cooperative Highway Research Program and the Manual of Uniform Traffic Control Devices to bring the traffic signals up to current standards and improve safety. As part of the retiming process, crosswalks can be measured and pedestrian crossing times calculated. To report traffic signal issues, call (775) 355-ROADS.

## LOCATIONS OF UPDATED AND RE-TIMED SIGNALS:

- **Pyramid Way (I-80 to Wingfield Parkway) – 15 Signals**
  - N. McCarran Boulevard (Sullivan Lane to 4th Street) – 3 Signals
- **SE McCarran Boulevard (Mill Street to Airway Drive) – 6 Signals**
  - Longley Lane (Patriot Boulevard to Rock Boulevard) – 9 Signals
  - 2 Signals – Airway Drive at Peckham Lane, Rock Boulevard @ Edison Way
- **Damonte Ranch Parkway (Wedge Parkway to Steamboat Parkway) – 9 Signals**
  - Steamboat Parkway (Damonte Ranch Parkway to Veterans Parkway) – 2 Signals
  - 2 Signals – Double R Boulevard at Double Diamond Parkway, Veterans Parkway at Rio Wrangler
- **S. Virginia Street (S. McCarran Boulevard to I-580) – 9 Signals**
  - Meadowood Mall and Neil Road Interchange with I-580 – 3 signals
- **Sun Valley Boulevard (N. McCarran Boulevard to 7th Avenue) – 10 Signals**
  - 1 Signal – El Rancho Drive at Falcon Rock

# SUPPORTING SAFE ROUTES TO SCHOOL

The RTC funds the two full-time coordinators of the Safe Routes to Schools Program (SRTS) with the Washoe County School District (WCSD), a civilian position and a sworn school police officer. The overarching goal of SRTS is to reduce the number of vehicles within the vicinity of K-12 schools and through education and encouragement of students and parents, to increase the number of students commuting to and from school by walking or bicycling. The new Infrastructure Investment and Jobs Act (IIJA) has expanded SRTS to include high school students.

RTC supports all of SRTS events, promoting and bringing awareness to students walking and biking. RTC plays an intricate role in the sustainability of the WCSD SRTS program. In the past RTC has granted Transit Alternatives (TA) Set Aside funding that provided the school district with a law enforcement aid, called the Electronic Ticket Writers. TA Set-Aside funding has also been allocated through RTC for SRTS to work with the local jurisdictions and purchase and install new Rectangular Rapid Flashing Beacons and solar speed feedback signs. TA Set-Aside funding will also purchase safety items, such as vests for crossing guard support.



The Vision Zero Truckee Meadows task force, with the support of local leaders, has made a commitment to take action to bring the number of fatalities on our roadways to zero by 2030. One fatality is one too many and Vision Zero is not a tagline, or even a program. It's a fundamental shift in the way our community is approaching the issue of safe mobility. The task force looks at every serious-injury crash and fatality as an opportunity to learn how to prevent another crash, without placing blame.

In 2022, there was a 10% decrease in pedestrian fatalities in Washoe County, compared to 2021. In 2021, Nevada had the highest number of roadway fatalities on record, with 385 fatalities statewide. That number dropped slightly, to 382, in 2022. Washoe County reported 43 roadway fatalities in 2022, which is up 4.88% from the 41 reported in 2021.

The Vision Zero Truckee Meadows Action Plan was adopted in 2019 with formal resolutions made by multiple community partners committing to reaching the goal of zero pedestrian fatalities by 2030. An update was recently completed in order to incorporate newer safety data, position the region for new federal funding, and to add new goals/priorities for the near-term. Going forward, the Plan is intended to act as a living document with regular updates as new information becomes available or as conditions change.



# RTC 2022 PLANNING STUDIES



## **Electric and Alternative-Fuel Vehicle Infrastructure and Advanced-Mobility Plan**

This study examines the role of technology and shared mobility as transportation options continue to evolve in Washoe County, and identifies potential safety, air quality, and equity implications. It also evaluates potential advanced-mobility design options for the area and provides a summary and evaluation of preferred technological platforms and national best practices.

## ***Bicycle, Pedestrian and Wheelchair Count Annual (2021) Report***

RTC completed its seventh year of the report which tracks performance targets for alternative-mode share and utilization of regional facilities. Going forward, this program will be revised to focus on critical locations that provide the most valuable data for informing future multimodal transportation investments. The program will also begin conducting before and after counts of projects that are implemented to better track the usage and benefits of new facilities.

## **Public Participation Plan**

The Public Participation Plan articulates the RTC's commitment to an open and transparent interface with the public and with relevant agencies to support the regional transportation planning process. Collaboration with the public allows for innovative ideas to emerge that address complex transportation issues. Strong community support for the planning process will greatly enhance implementation of the RTC's plans and programs. The plan was last updated in 2017.

## **Transit Optimization Plan Strategies (TOPS)**

The FY 2023-2027 TOPS was previously known as RTC's Short-Range Transit Plan (SRTP). This document is the operating and capital business plan to guide transit service delivery over the next five years. The RTC typically updates the TOPS every three to five years. TOPS recommends strategies for: retaining current transit riders and attracting new ones, improving customer service, improving and combining technology, and making RTC's operations financially sustainable.



## McCarran Boulevard Corridor Study

In partnership with the Nevada Department of Transportation (NDOT), RTC developed a corridor study to evaluate transportation safety and operations for the entire McCarran Boulevard loop. The purpose of this study was to develop a vision for the corridor in the context of the surrounding land use along the 23-mile loop. The project team identified several needs throughout the corridor based on the initial data collection and stakeholder and public input.



# 2050 REGIONAL TRANSPORTATION PLAN

The Regional Transportation Plan (RTP), the RTC's long-range transportation plan, is federally required under Title 23, Part 450 of the Code of Federal Regulations (CFR) and is expected to be updated every four years. The 2050 RTP was adopted in April 2021, and the plans and programs

undertaken in 2022 will help inform the next update to begin mid-2023. In addition, there are several other plans currently under development that will serve as a reference and contribution to the update. This community-based plan was developed through a robust outreach process and conducted in collaboration with partner agencies and public input. It captures the community's vision of the transportation system and identifies the projects, programs, and services necessary to achieve that vision while addressing the safety, mobility, connectivity, and traffic-operations issues that are resulting from increased population and employment growth in the region. These elements may be implemented by the RTC, member entities, and NDOT. Each RTC department contributed to the successful completion of the RTP.



# PUBLIC TRANSIT & OPERATIONS

The RTC is the proud provider of public transportation in the greater Reno-Sparks area, providing residents and visitors with safe and reliable bus service. We are committed to making each trip a pleasant one with our clean, modern bus fleet, and professional and courteous coach operators.



## 4,495,765

RIDES ON RTC RIDE



### 22

ROUTES



### 65

BUSES IN THE  
RTC RIDE FLEET



### 87.76%

ON-TIME  
PERFORMANCE  
FOR RIDE

## 1,155,507

RIDES ON RTC RAPID BRT  
VIRGINIA LINE & ROUTE 1

## 710,372

RIDES ON RTC RAPID BRT  
LINCOLN LINE & ROUTE 11



# FLEXRIDE SERVICE



**31,340**

RIDES IN SPARKS/SPANISH SPRINGS AREA



**18,812**

RIDES IN NORTH VALLEYS AREA



**922**

RIDES IN SOMERSETT/VERDI AREA



# RTC ACCESS PREMIUM RIDES

Uber

5,339

lyft

2,854



4,331



# RTC ACCESS SERVICE



**86.28%**

ON-TIME PERFORMANCE FOR RTC ACCESS



**103,150**

TRIPS ON RTC ACCESS



**46**

VANS IN THE RTC ACCESS FLEET



# TOPS

## TRANSPORTATION OPTIMIZATION PLAN STRATEGIES



The goal of Transportation Optimization Plan Strategies is to improve mobility and enhance quality of life in the Washoe County metropolitan area. The last few years have brought major changes to the Truckee Meadows region, impacting every aspect of life – including public transportation. To better serve our community, Washoe County needs a transportation network that reflects the new ways we live, work, shop, travel, and play.

RTC's 2023-2027 TOPS is the tool to get us where we need to go. TOPS looked at all facets of transportation in our region and makes recommendations for how to optimize and improve them.

## Goals for TOPS

Retain current riders and attract new riders



Improve customer service



Improving and combining technology



Making RTC's operations financially sustainable



## Community Feedback

In December and January, RTC asked for feedback on the bus system. More than 1,700 people took our online surveys and many more gave comments at community presentations.

### Here are the top five priorities we heard:

- Make buses run more often
- Make buses run on time/more reliable
- Make buses run earlier in the morning
- Make buses run later in the evening
- Straighten bus routes for faster travel times

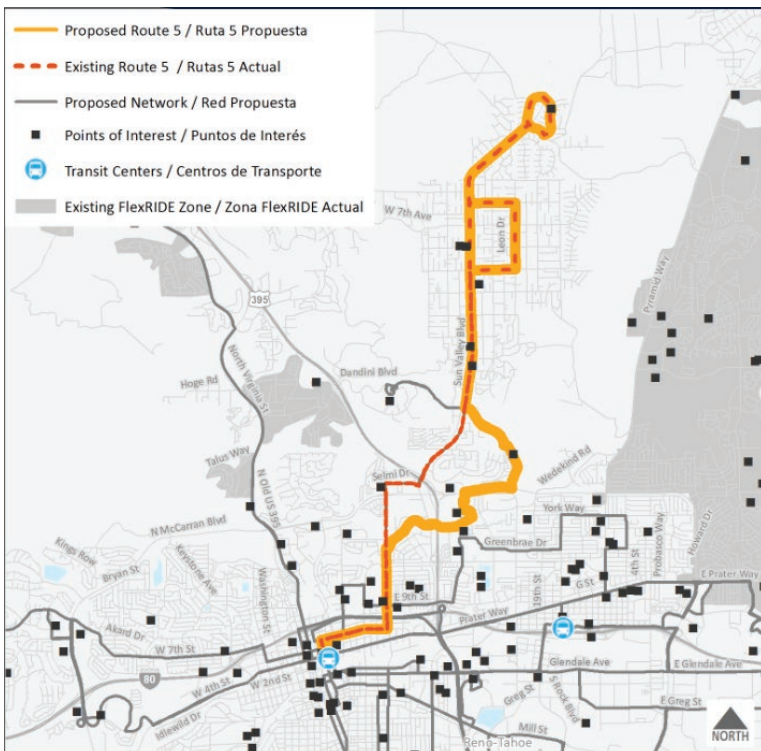


## Improvements include:

- Changes to over 80% of local routes
- Enhancement of 4th and Prater corridor
- Directly connect Centennial Plaza to employment opportunities in Sparks industrial area
- Complete redesign of West Reno routes to improve efficiency and reduce transfers of passengers
- New service to Northern Nevada Sierra Medical Center
- Expanded FlexRIDE services
- Enhanced Senior Services
- Improvements to technology
- Population and jobs near quality transportation increases by 40%

## Phase 1 of TOPS

In September 2022, we implemented the first of many improvements to the RTC's transit system, as recommended by the community as part of the RTC's Transit Optimization Plan Strategies (TOPS). The RTC combined community feedback and direction from the RTC Board on different ways to improve transit. The TOPS recommendations are outlined on the RTC's website. The improvements will be gradually implemented over the next five years as staffing and funding allow.



# INNOVATIVE TRANSPORTATION SOLUTIONS

The RTC administers the Federal Transit Administration's (FTA) Section 5310 Funding Program for the Reno-Sparks area to improve mobility for local seniors and individuals with disabilities. Funding is awarded and distributed to projects that support the goals and strategic objectives of the RTC's Coordinated Human Services Public Transportation Plan (CTP). These goals represent a regional strategy to increase personal mobility and travel options for people with special transportation needs in Reno, Sparks and Washoe County, specifically seniors and individuals with disabilities. Year 1 Program funding began October 1, 2021 through September 31, 2022.

**13,629**  
OVERALL ONE-  
WAY TRIPS  
PROVIDED BY  
THIS PROGRAM

**5,083**  
SENIORS/  
DISABLED  
INDIVIDUALS  
SERVED

**17,207**  
CALLERS  
HELPED BY  
DISPATCH  
HOTLINE

**560**  
VOUCHERS  
ISSUED



Neighbor Network  
of Northern Nevada

**17,207** Transportation Dispatch Hot-line  
**9,142** Trips Provided  
• 84.3% to Seniors  
• 15.7% to Disabled Individuals  
**2,091** Clients Served

**560** N4's voucher program issued 560 Lyft Vouchers exceeding its goal (482) by 16.18%  
**344** Trips Provided  
• 44.19% to Seniors  
• 55.81% to Disabled Individuals  
**65** Clients Served



**589** Trips to 98 Clients Senior Outreach Services Program (SOS)  
**122** Volunteer Transportation Program (VTP) dedicated van driver provided 122 to 40 clients



**3,432** Trips provided  
• 41.25% to Seniors  
• 55.11% to Disabled Individuals  
**2,789** Clients served

# RTC ACHIEVES 100% ALTERNATIVE-FUEL TRANSIT

The Regional Transportation Commission (RTC) of Washoe County is ready to drive our community forward, announcing a new, significant clean-air milestone for our community 13 years ahead of schedule. Starting May 6, RTC's fixed-route bus fleet began operating with 100% alternative-fuel buses. The RTC had originally planned to meet this goal in 2035.

The RTC's fixed-route transit fleet has two types of buses. One-third of the RTC's fleet is fully electric.



**13 YEARS**  
AHEAD OF SCHEDULE



**19**  
NEW PROTERRA ELECTRIC BUSES



**35**  
NEW HYBRID ELECTRIC BUSES



**14.84 M**  
LBS OF CO<sub>2</sub> EMISSIONS REDUCED

The remainder of the buses are electric-diesel hybrids, capable of running 35% of the time in all-electric mode.

The RTC has also created two green zones near our transit stations in Reno and Sparks, where buses will operate solely on electric power. That means people waiting for the bus at RTC 4TH STREET STATION and RTC CENTENNIAL PLAZA will breathe easier.



Nevada has a cutting edge clean-energy economy, and I'm doing all I can in the Senate to support efforts to make our transportation systems more efficient and sustainable.



SENATOR  
CORTEZ MASTO



BILL THOMAS, AICP  
Executive Director



Thanks to continued support from Nevada's congressional delegation and funding from the U.S. Department of Transportation and the Federal Transit Administration, the RTC will be able to deliver cleaner air for our region now – not 13 years from now.



# RTC SMART TRIPS

RTC's SMART TRIPS program offers a VANPOOL service, a trip-matching service for individuals who carpool, bike or walk together and a bus pass subsidy program through community outreach and education. The RTC VANPOOL service is the fastest-growing segment of the SMART TRIPS program, helping to meet the transportation needs of the region's workforce in our expanding economy.



**329**  
VANPOOLS

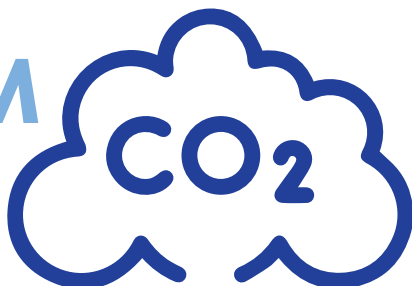
**4,498,922**  
Vehicle Miles Traveled



**647,722**  
Passenger Trips



**17.8 M**  
lbs of CO<sub>2</sub>  
Emissions  
Reduced



**1,645**  
Registered Commuters





# CUSTOMER SERVICE



**\$2,4062,283**

Ticket Sales from  
Public Transit Fund, Ride, Paratransit fund & ACCESS



**221,349**

Passes Sold



**916**

Questions/Comments via  
rtcwashoe.com



**28,756**

Questions/Comments  
via Phone

**12,299**  
Unique Customers

**480,809**  
Trips Taken



**TOKEN TRANSIT**



# SOCIAL MEDIA

**379,762**  
SOCIAL REACH TOTAL



## **FACEBOOK**

Post Reach: 211,994  
Engagement: 35,742  
Number of Posts: 192  
Comments: 2,721

## **TWITTER**

Impressions: 144,892  
New Followers: 160  
Mentions: 1,477  
Number of Tweets: 206

## **YOUTUBE**

Watch Time: 1,510.9 hrs  
Videos: 59  
Views: 12,419  
New Subscribers: 55

## **INSTAGRAM**

Total Followers: 1,459  
Posts/Stories: 40  
Accounts Reached: 9,537



**68**  
**PRESS**  
**RELEASES**

**97**  
**INQUIRIES/  
INTERVIEWS**



**52**  
**ROAD AHEAD  
SEGMENTS ON  
KOLO**

# PUBLIC OUTREACH EVENTS

The RTC is committed to a comprehensive public outreach approach in our community. The RTC provided transportation, publicity or support for a number of community events that contributed to economic development and enhancing the quality of life in the region, including:

- Stuff A Bus for Children In Care
- Stuff A Bus for Seniors
- Stuff A Bus Holiday Food Drive
- Free transit on St. Patrick's Day
- Free transit on Election Day
- Free transit on New Year's Eve
- Free transit to Hot August Nights
- Free transit to Star Spangled Sparks
- Free transit to the Great Reno Balloon Race
- Free transit to the Best in the West Nugget Rib Cook-Off
- Vision Zero Task Force meetings
- Citizens Advisory Board meetings
- Neighborhood Advisory Board meetings
- Family Health Festival Event
- Nevada Traffic Safety Summit
- Association of Metropolitan Planning Organizations Conference
- Western Regional Minority Supplier Development Council
- OSBA Carson City Small Business Resource Fair
- Planning Career Fair at UNR hosted by NVAPA Northern Section
- Washoe County Transportation Plan Public Meeting
- Community Food Pantry Thanksgiving Basket Distribution
- Age Friendly Action Committee
- Nevada Dementia-Capable Community Care Stakeholder Conference
- Newcomers and Neighbors Club of Northern Nevada
- Reno Access Advisory Committee Meeting
- Casa De Vida
- Reno Police Department Badge On Bus event





**RTC of Washoe County**  
1105 Terminal Way  
Reno, Nevada  
(775) 348-0400

**RTC 4TH STREET STATION**  
4th and Lake Streets  
Reno, Nevada  
(775) 348-RIDE

**RTC CENTENNIAL PLAZA**  
Victorian Avenue and 15th Street  
Sparks, Nevada  
(775) 348-RIDE

**2022 Annual Report**  
[rtcwashoe.com](http://rtcwashoe.com)



## **REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item: 6.3.**

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

**SUBJECT: Executive Director Evaluation**

### **RECOMMENDED ACTION**

Evaluate the performance of the RTC Executive Director as it pertains to the proper duties of the position and accomplishments for Fiscal Year 2023 and adjust compensation accordingly.

### **BACKGROUND AND DISCUSSION**

Pursuant to Section 3, paragraph B of the RTC Board of Commissioners' (Board) employment agreement with the Executive Director, the Board shall review and rate the Executive Director's performance at least once annually, at or near the end of RTC's fiscal year. The performance rating shall be evaluated against the duties and obligations of the position, to include evaluation of performance of mutually agreed-upon written goals and objectives. A satisfactory or better performance shall make the Executive Director eligible for an annual salary increase.

In addition, the Board may also award a performance bonus between 0.0 and 5.0 percent of the Executive Director's current base salary that will not be an addition to base pay. Any bonus provided shall be determined on or about July 1st of each year and shall be based upon the Executive Director's performance of goals and objectives in the past year. The Board has the sole right to determine performance subject to a standard of reasonableness. The effective date of a salary increase and/or bonus is July 1, 2023 for FY 2023 performance (i.e., the beginning of FY 2024).

Furthermore, pursuant to Section 2, paragraph A of the employment agreement, either the Board or the Executive Director may review or renegotiate the employment agreement upon giving six months' notice prior to the expiration of the term. If no such notice is provided, then the agreement automatically renews for one year. The term of the employment agreement is three years, commencing on April 13, 2020. Since neither party provided six months' notice for renegotiation, the employment agreement automatically renewed on April 13, 2023, and will continue for one year, until April 13, 2024. As such, there are no other revisions for the Board to consider beyond those already discussed above.

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Attached to this staff report is a salary survey comparing the Executive Director's pay and benefits to chief executives of other governmental entities in Nevada, along with the status of goals set by the Board for FY 2023 and through the RTC Strategic Roadmap.

**FISCAL IMPACT**

Funding is included in the FY 2024 budget.

**PREVIOUS BOARD ACTION**

- 06/17/22      Approved FY 2023 Agency Goals, among which were the Executive goals.
- 04/29/22      Evaluated the Executive Director and approved a retroactive pay raise of approximately 5 percent for FY 2022 and a prospective raise of 4.5 percent for FY 2023.
- 03/20/20      Originally approved the Executive Director's employment agreement.

<u>Agency</u>	<u>RTC Washoe</u>	<u>City of Sparks</u>	<u>Reno</u>	<u>Washoe County</u>	<u>RSCVA</u>	<u>TMWA</u>	<u>Reno Tahoe Airport</u>	<u>TTD</u>	<u>Carson City</u>	<u>RTC Clark</u>	<u>City of Las Vegas</u>	<u>City of North Las Vegas</u>	<u>Clark County</u>
Jurisdiction Population	485,113	109,796	268,851	485,113	485,113	436,602	485,113	56,000	58,993	2,265,461	646,790	274,133	2,265,461
Number of Full Time Employees	68	663	1,423	3,024	<40	187	265	22	657	220	1,500	1,400	10,000+
<b>Base Salary</b>	<b>\$241,395</b>	<b>\$244,500</b>	<b>\$349,250</b>	<b>\$326,017</b>	<b>\$310,648</b>	<b>\$223,297</b>	<b>\$290,487</b>	<b>\$148,806</b>	<b>\$192,342</b>	<b>\$234,767</b>	<b>\$294,911</b>	<b>\$300,126</b>	<b>\$297,000</b>
<b>Car Allowance</b>	\$6,000	\$0	\$6,000	\$7,200	\$9,000	\$9,000	Unable to Verify	\$7,200	\$3,900	Unable to Verify	\$0	\$6,000	\$7,200
<b>Cell Phone/Other Allowance</b>	Phone Provided	\$0	Phone Provided	Phone Provided	Phone Provided	\$1,800	Unable to Verify	Phone Provided	\$0	Unable to Verify	\$0	Phone Provided	\$6,000
<b>Agency Paid Deferred Compensation</b>	\$16,898	100% match EE contributions up to annual max	\$9,750	\$0	\$0	\$17,864	Unable to Verify	\$17,857	\$0	Unable to Verify	\$10,000	\$22,500	\$0
<b>Performance Bonus</b>	\$0	\$0	\$0	\$0	\$104,545	\$0	Unable to Verify	\$0	\$0	Unable to Verify	Council can provide bonus that becomes part of base pay	\$20,000	\$0
<b>Longevity</b>	\$0	\$7,500	\$0	eligible after 5 years of service	\$0	\$0	Unable to Verify	\$0	\$0	eligible after 5 years service	\$0	\$0	eligible after 5 years service; 2% increase
<b>Total Annual Cash Compensation</b>	<b>\$264,293</b>	<b>\$252,000</b>	<b>\$365,000</b>	<b>\$345,765</b>	<b>\$424,193</b>	<b>\$251,961</b>	<b>\$290,487</b>	<b>\$173,863</b>	<b>\$196,242</b>	<b>\$234,767</b>	<b>\$304,911</b>	<b>\$348,626</b>	<b>\$310,200</b>
<b>Percentage of Health Insurance Premium Paid by Agency</b>	100% EE	100% EE + dependents	100% EE + dependents	100% EE + 50% Dependent	Unable to Verify	100% EE	Unable to Verify	100% EE	100% EE 50% Dependents	95.5% EE	100% EE 50% Dependents	Unable to Verify	95.5% EE Depending coverage tier, dependents between 89.5% and 93%
<b>ER cost of Health Insurance Premiums EE Only (Annual)</b>	\$12,776	\$10,857	Unable to verify	\$12,776	Unable to Verify	Unable to verify	Unable to Verify	Unable to Verify	Unable to Verify	Unable to Verify	Unable to Verify	Unable to Verify	Unable to Verify
<b>EE share of Health Premiums (Annual)</b>	\$0	\$0	\$0	\$0	Unable to Verify	\$0	Unable to Verify	Unable to Verify	\$0	Unable to Verify	\$0	\$0	Unable to Verify
<b>Severance</b>	6 months salary, leave accruals & benefits	12 months Salary, benefits & unused leave accruals	5 Months Salary	6 months salary	12 months salary	6 months salary, all accrued PTO + 6 months' health benefit cost	Unable to Verify	\$0	6 months salary as lump sum	Unable to Verify	12 months salary, benefits, and PERS contribution	12 months salary, leave accruals & benefits + 12 months' worth health coverage	12 months salary and benefits
<b>Total Fringe Benefit Compenation</b>	<b>\$12,776</b>	<b>\$10,857</b>	<b>\$0</b>	<b>\$12,776</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Compensation</b>	<b>\$277,068</b>	<b>\$262,857</b>	<b>\$365,000</b>	<b>\$358,540</b>	<b>\$424,193</b>	<b>\$251,961</b>	<b>\$290,487</b>	<b>\$173,863</b>	<b>\$196,242</b>	<b>\$234,767</b>	<b>\$304,911</b>	<b>\$348,626</b>	<b>\$310,200</b>

## AGENCY GOALS (FY23)

NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
<p>Begin Design</p> <ul style="list-style-type: none"> <li>- a. Keystone Avenue Improvements</li> <li>- b. Pembroke Drive Widening</li> <li>- c. Sierra Street Bridge Replacement</li> <li>- d. South Virginia Street Widening (1580 Ramps to Longley)</li> </ul>	Engineering	Complete	<ul style="list-style-type: none"> <li>- a. Received \$5 Million in Bridge off-system funds. Design scheduled to start by end of May 2023.</li> <li>- b. Design started in February 2023. 8% of design in complete.</li> <li>- c. Received \$16 Million in Bridge off-system funds. Design started in April 2023.</li> <li>- d. Design started in July 2022. Final design is 13% complete.</li> </ul>
<p>Begin Project Construction</p> <ul style="list-style-type: none"> <li>- a. 2023 Pavement Preservation Program</li> <li>- b. Sky Vista Parkway Widening</li> <li>- c. Sparks Boulevard Corridor Phase 1</li> <li>-d. West 4th Street Improvements</li> </ul>	Engineering	Complete	<ul style="list-style-type: none"> <li>- a. Construction is scheduled to begin in May 2023.</li> <li>- b. Construction started in August 2022. 46% of construction is complete.</li> <li>- c. Construction started in July 2022. Construction is substantially complete.</li> <li>- d. Received \$13 Million Highway Safety Improvement Program (HSIP) funds from NDOT which revised construction schedule. Construction is scheduled to begin in March 2025.</li> </ul>



NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
Complete Project Construction - a. 2022 Pavement Preservation Program  - b. Lemmon Drive Widening Phase 1 (including DDI)  - c. Roundabout at 4th Street/Mesa Park Road/Woodland Avenue  - d. South River Path (MUP)  - e. Virginia Street at Peppermill Northbound BRT Station	Engineering	Complete	- a. Construction completed October 2022.  - b. Construction completed October 2022.  - c. Construction scheduled to be complete in December 2023. 43% of construction is complete.  - d. Design and RTC tasks complete. Awaiting RSIC ROW and funding.  - e. Construction scheduled to be complete June 2023. 40% of construction is complete.
Complete ITS Strategic Master Plan to identify how to operate our system as a whole	Engineering	Complete	Scheduled to be complete by June 2023. ITS framework and deployment recommendations underway currently.
Continue to improve on data reporting for the Engineering Department focused on the e-builder tool and project management consistency. Produce clear/concise reports that can improve communication and transparency	Engineering	Complete	Developed clear/concise reports to accurately discuss funding needs and project budgets.
Increase partnership with other agencies to complete more projects with less resources (NDOT/County/ City of Sparks/City of Reno) considering the discretionary federal grants coming through the Infrastructure Investment Jobs Act to maximize federal investment into the regional road system	Engineering	Complete	Federal funds were awarded for: - W 4th Street Improvements - Highway Safety Improvement Program (HSIP) (\$13M) - Keystone Avenue Bridge Replacement Project - (BIP) (\$5M) - Sierra Street Bridge Replacement Project - (BIP) (\$16M) - U.S. 395 North Valleys Project - INFRA (\$89 M) - ERTEP from NV Energy (\$2.03M)
Initiate preliminary alignment study of Butch Cassidy Drive	Engineering	Complete	Initiated in August 2022. Also, included in FY24 ICAs.

NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
Update Green Book	Engineering	Ongoing	Update is in process and will be complete by fall 2023.
Complete - a. McCarran Boulevard Corridor Study  - b. Travel Demand Model Expansion  - c. Verdi Area Transportation Study	Planning	Complete	- a. Final Study was approved by the Board at their February 2023 meeting.  - b. Model was expanded in July 2022.  - c. Study will be brought to Board in June 2023.
Coordinate with NDOT to prioritize and fund a project(s) identified in the Mt. Rose Corridor Study for near-term implementation	Planning	Complete	Coordinated with NDOT to add Mt. Rose Corridor-specific improvements to RTIP and STIP in December 2022.
Develop scope for Household Travel Survey	Planning	Complete	Finalizing scope. Will be complete by June 2023.
Initiate - a. Active Transportation Plan update, including micro-mode opportunities  - b. Virginia Street TOD Plan	Planning	Complete	-a. Plan initiated in January 2023.  - b. Plan initiated in January 2023.
Initiate collaborative safety audit with City of Reno to assess and address pedestrian safety and vehicle needs on Wells (south of Mill)	Planning	Complete	Met with City of Reno staff in September 2022 to review issues, needs, and recent improvements.
Prioritize implementation of safety improvements to the Keystone and McCarran intersection	Planning	Complete	Engineering is working with NDOT on an ICA to fund this improvement as 2024 NDOT construction project. The ICA is was approved at the April Board Meeting.
Update: Active transportation count program	Planning	Complete	Plan initiated in January 2023.

NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
Address barriers to opportunity by increasing the availability of public transit through implementation of our TOPS service recommendations, as measured by population with transit services, jobs accessible through public transit, and an increase in RTC passenger miles	Public Transportation	Complete	Two services changes have been completed in line with the TOPS recommendations. The population with transit services has increased by 31,256 individuals and the number of jobs accessible with transit services has increased by 3,588.
Begin implementation of the technology recommendations contained in TOPS to improve the customer experience	Public Transportation	Complete	New transit app was launched as announced in the March enews. The app integrates to allow ride planning, vehicle tracking, and payments in one place.
Complete the design of a hydrogen maintenance/fueling facility to be located at RTC's Sutro location. Begin procurement of fueling infrastructure	Public Transportation	Complete	The design of a hydrogen maintenance/fueling facility to be located at RTC's Sutro location has been completed. Procurement of fueling infrastructure began following the November 2022 Board meeting.
Complete the "Digital Twin Paradigm for Real Time Infrastructure Maintenance" project with the University of Nevada, Reno to demonstrate an advanced technology automated method of collecting maintenance data at the bus stop level	Public Transportation	Complete	The Digital Twin Paradigm for Real Time Infrastructure Maintenance project has been completed. Both the sensor package and computer system were successfully deployed on the RTC bus. We continue with collecting and using the data to make our bus stops stay in better shape.
<p>Implement and complete construction on RTC facilities projects</p> <ul style="list-style-type: none"> <li>- a. Modernization of Terminal Way elevators</li> <li>- b. Terminal Way multiple purpose room</li> <li>- c. Virginia Street at Peppermill Northbound BRT Station</li> </ul>	Public Transportation	Complete	<ul style="list-style-type: none"> <li>- a. Construction on both elevators completed March 2023.</li> <li>- b. Completed - hosted first Board meeting in February 2023.</li> <li>- c. Scheduled to complete construction in June 2023.</li> </ul>

NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
Increase the Van Pool program to 380 vehicles	Public Transportation	Ongoing	We continue to focus on growing the VanPOOL program. The maximum number of vehicles this year has been 350 to date.
Replace 15 ACCESS/FlexRIDE CNG paratransit buses and 6 RIDE Electric Hybrid fixed-route buses	Public Transportation	Complete	Six newRIDE Electric Hybrid fixed-route buses were entered into service in September 2022. Fifteen ACCESS/FlexRIDE CNG paratransit buses will go into service during Q4 2023.
Align Government Affairs Officer and Public Information Officer within the Executive Department to provide increased engagement throughout the Agency	Executive	Complete	The roles of Government Affairs Officer and Public Information Officer have been aligned to provide increased engagement throughout the Agency by joining the Administrative Services Department.
Clarify and re-define relationships and responsibilities for both roadway maintenance and project leadership among regional partners, including NDOT	Executive	Complete	An in-depth report clarifying and re-defining relationships and responsibilities for both roadway maintenance and project leadership among regional partners was delivered to the Board at their March 2023 Board retreat. Specifically, 31 outreach activities have occurred with NDOT during FY23.
Complete analysis to increase housing opportunities along BRT routes	Executive	Ongoing	Beginning affordable housing land value gap analysis and awaiting private developer information to move to next steps.
Conceptualize an updated RTC process that utilizes expanded data-based decision-making and innovative technologies to best reflect user experiences to prioritize future actions	Executive	Complete	Planning to use scenario-based planning for upcoming RTP update as discussed at March 2023 Board retreat.
Continue long-term property acquisition strategy, including replacement of Villanova	Executive	Complete	The long-term property acquisition strategy has continued, including the savings of \$30M toward the future replacement of Villanova.

NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
Maintain positive RTC role in working with Federal delegation to support RTC funding needs	Executive	Complete	RTC has continued its positive role in working with the Federal delegation to support RTC funding needs. Over \$90 Million in Federal funding was awarded in FY23 and 11 outreach events with the Federal delegation occurred.
Participate in advisory groups created during the 81st session of the NV Legislature by AB54 (Advisory Committee on Traffic Safety) and AB413 (Advisory Working Group to Study Certain Issues Related to Transportation)	Executive	Complete	Participated in advisory groups created during the 81st session of the NV Legislature by AB54 (Advisory Committee on Traffic Safety) and AB413 (Advisory Working Group to Study Certain Issues Related to Transportation). Both groups made recommendations to the Legislature in advance of the 82nd session.
Update capital funding allocations for FY24 budget process to move toward 5-year Project Implementation Concept	Executive	Complete	Updated capital funding allocations for FY24 budget process to move toward 5-year Project Implementation Concept as discussed at March 2023 Board retreat.
Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner	Executive	Complete	Strategically adjusted goals as needed throughout the year to respond to Board direction in a prompt manner. Highlighted requests include creation of a Legislative Subcommittee, engaged partnership on the AB214 bill, facilitation of the Board retreat, and focused micro-mobility planning.

# STRATEGIC ROADMAP (FY23)

## #1 Re-Build Public Transportation

*Rethink and redefine our system as a whole.*

*Outcome: Provide access to everyone who needs public transportation through a suite of options to meet the current ridership and deliver additional opportunities to serve more of our residents.*

- Board approved the FY 2023-2027 Transit Optimization Plan Strategies (TOPS) in July 2022.
- Completed service changes as recommended by TOPS effective September 2022 and May 2023, increasing population with transit services by 31,256 and jobs accessible with transit services by 3,588.
- Increased passenger miles by 3,027,623 over FY22, through March 2023.
- Launched new TRANSIT app in March 2023 as a single point for trip planning, real-time vehicle information, and service alerts.

## #2 Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs

*Focus on transportation decision-making, development impacts, and the future of our community.*

*Outcome: Clarify and potentially re-define regional relationships and responsibilities for leadership and collaboration.*

- Completed analysis of relationships and responsibilities among RTC, NDOT, and local jurisdictions for new roads, improvements and expansions to existing roads, and maintenance of existing roads.
- Reviewed analysis with Board at their March 2023 Board Retreat.
- Moving forward in FY24 with initial opportunities identified, including: NDOT relationship, Street and Highway Policy, Scenario-based planning, Regional Transportation Plan structure, Financial and capital improvement planning, Regional unfunded needs analysis, and Development review process.

## #3 Improve Our Community's Network Experience

*Successfully continue to delivering high-impact roads projects.*

*Outcome: Support investment in a diversified network to expand mode choice in the urban area through the RTP process.*

- Reviewed RTP update plans with Board at their March 2023 Board Retreat.
- Successfully managed construction of these projects within the RTIP timeframe: Mill Street bicycle and pedestrian improvements, Lemmon Drive widening segment 1, Pyramid Highway phase 1, Sky Vista Parkway widening, and Sparks Boulevard corridor phase 1.
- Conducted 20 project outreach activities through March 2023.
- Moving forward in FY24 with scenario planning approach to RTP update to allow increased review of policy, financial, technological, and regulatory options with upcoming plans and projects.

## #4 Financial & Organizational Stewardship

*Proactively plan for future funding needs.*

*Outcome: Improved decision-making through accessible, digestible, and transparent financial planning available to internal and external stakeholders.*

- Reviewed regional federal funding and road user charge goals with Board at their March 2023 Board Retreat.
- Took a proactive approach to FY24 budget process to ensure capital efficiency, project funding, and increase long-range planning.
- Utilized available federal funding and aligned with RTIP project prioritization to fund bus maintenance facility replacement. Lemmon Drive segment 2, and Sparks Boulevard project phase 2.
- Moving forward in FY24 with 5-year fund map to plan for spending within 5% budget adherence.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item: 6.4.**

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

**SUBJECT: RTC Agency Rating for Fiscal Year 2023**

**RECOMMENDED ACTION**

Rate the Regional Transportation Commission overall agency performance for Fiscal Year 2023 (i.e., July 1, 2022 to June 30, 2023)

**BACKGROUND AND DISCUSSION**

The RTC Board of Commissioners (Board) adopted a pay-for-performance (PFP) policy in FY 2013 that increased Board involvement and agency transparency with respect to performance of agency goals. Each year, the Board is asked to rate the overall performance of the agency based on accomplishment of previously-approved goals. The rating is an opportunity to provide direct feedback regarding the direction and accomplishments of RTC staff. A summary of RTC FY 2023 agency goals and accomplishments is attached. Pursuant to RTC Personnel Rule 5.7, the Board is asked to rate the overall agency performance as part of setting the PFP pool prior to the beginning of each fiscal year. In practice, this means that the Board may rate the agency on a scale of 0.6 to 1.5, with 1.5 being the highest rating possible.

As noted in the Personnel Rules, "The Commissioners' agency rating may be applied to eligible employees as a discretionary potential increase or decrease to the employees' PFP pool." This means that the Board's agency rating is one factor in adjusting compensation for staff. The RTC has 68 employees. Employees receive an annual performance evaluation based on individual fiscal year goals and may be eligible for a PFP increase effective July 1. Evaluations are conducted during May and June each year, which is referred to as common review. The Board's agency rating accounts for one-third of the employee PFP pool. This one-third of the pool represents a minimum allocation of funds to each eligible employee and is proportionally distributed to each employee based on the employee's base salary. The other two-thirds of the PFP pool is based upon inflation data. That two-thirds is also distributed proportionally, but is dependent on the department director's rating of each individual employee.

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**FISCAL IMPACT**

Funding for this item is included in the FY 2024 budget.

**PREVIOUS BOARD ACTION**

5/20/2022 Rated the agency at 1.5 for FY 2022. A history of Board ratings is attached.



## **HISTORICAL BOARD AGENCY RATING SCORES**

The RTC Board of Commissioners have approved the following agency rating scores in the past:

<b>Rating</b>	<b>Month/Year</b>
1.5	May 2023
1.5	May 2022
1.5	May 2021
1.5	May 2020
1.5	May 2019
1.5	May 2018
1.4	May 2017
1.5	May 2016
1.4	May 2015
1.4	June 2014
1.3	May 2013

## AGENCY GOALS (FY23)

NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
<p>Begin Design</p> <ul style="list-style-type: none"> <li>- a. Keystone Avenue Improvements</li> <li>- b. Pembroke Drive Widening</li> <li>- c. Sierra Street Bridge Replacement</li> <li>- d. South Virginia Street Widening (1580 Ramps to Longley)</li> </ul>	Engineering	Complete	<ul style="list-style-type: none"> <li>- a. Received \$5 Million in Bridge off-system funds. Design scheduled to start by end of May 2023.</li> <li>- b. Design started in February 2023. 8% of design in complete.</li> <li>- c. Received \$16 Million in Bridge off-system funds. Design started in April 2023.</li> <li>- d. Design started in July 2022. Final design is 13% complete.</li> </ul>
<p>Begin Project Construction</p> <ul style="list-style-type: none"> <li>- a. 2023 Pavement Preservation Program</li> <li>- b. Sky Vista Parkway Widening</li> <li>- c. Sparks Boulevard Corridor Phase 1</li> <li>-d. West 4th Street Improvements</li> </ul>	Engineering	Complete	<ul style="list-style-type: none"> <li>- a. Construction is scheduled to begin in May 2023.</li> <li>- b. Construction started in August 2022. 46% of construction is complete.</li> <li>- c. Construction started in July 2022. Construction is substantially complete.</li> <li>- d. Received \$13 Million Highway Safety Improvement Program (HSIP) funds from NDOT which revised construction schedule. Construction is scheduled to begin in March 2025.</li> </ul>

NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
<p>Complete Project Construction</p> <ul style="list-style-type: none"> <li>- a. 2022 Pavement Preservation Program</li> <li>- b. Lemmon Drive Widening Phase 1 (including DDI)</li> <li>- c. Roundabout at 4th Street/Mesa Park Road/Woodland Avenue</li> <li>- d. South River Path (MUP)</li> <li>- e. Virginia Street at Peppermill Northbound BRT Station</li> </ul>	Engineering	Complete	<ul style="list-style-type: none"> <li>- a. Construction completed October 2022.</li> <li>- b. Construction completed October 2022.</li> <li>- c. Construction scheduled to be complete in December 2023. 43% of construction is complete.</li> <li>- d. Design and RTC tasks complete. Awaiting RSIC ROW and funding.</li> <li>- e. Construction scheduled to be complete June 2023. 40% of construction is complete.</li> </ul>
Complete ITS Strategic Master Plan to identify how to operate our system as a whole	Engineering	Complete	Scheduled to be complete by June 2023. ITS framework and deployment recommendations underway currently.
Continue to improve on data reporting for the Engineering Department focused on the e-builder tool and project management consistency. Produce clear/concise reports that can improve communication and transparency	Engineering	Complete	Developed clear/concise reports to accurately discuss funding needs and project budgets.
Increase partnership with other agencies to complete more projects with less resources (NDOT/County/ City of Sparks/City of Reno) considering the discretionary federal grants coming through the Infrastructure Investment Jobs Act to maximize federal investment into the regional road system	Engineering	Complete	<p>Federal funds were awarded for:</p> <ul style="list-style-type: none"> <li>- W 4th Street Improvements - Highway Safety Improvement Program (HSIP) (\$13M)</li> <li>- Keystone Avenue Bridge Replacement Project - (BIP) (\$5M)</li> <li>- Sierra Street Bridge Replacement Project - (BIP) (\$16M)</li> <li>- U.S. 395 North Valleys Project - INFRA (\$89 M)</li> <li>- ERTEP from NV Energy (\$2.03M)</li> </ul>
Initiate preliminary alignment study of Butch Cassidy Drive	Engineering	Complete	Initiated in August 2022. Also, included in FY24 ICAs.

NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
Update Green Book	Engineering	Ongoing	Update is in process and will be complete by fall 2023.
Complete - a. McCarran Boulevard Corridor Study  - b. Travel Demand Model Expansion  - c. Verdi Area Transportation Study	Planning	Complete	- a. Final Study was approved by the Board at their February 2023 meeting.  - b. Model was expanded in July 2022.  - c. Study will be brought to Board in June 2023.
Coordinate with NDOT to prioritize and fund a project(s) identified in the Mt. Rose Corridor Study for near-term implementation	Planning	Complete	Coordinated with NDOT to add Mt. Rose Corridor-specific improvements to RTIP and STIP in December 2022.
Develop scope for Household Travel Survey	Planning	Complete	Finalizing scope. Will be complete by June 2023.
Initiate - a. Active Transportation Plan update, including micro-mode opportunities  - b. Virginia Street TOD Plan	Planning	Complete	-a. Plan initiated in January 2023.  - b. Plan initiated in January 2023.
Initiate collaborative safety audit with City of Reno to assess and address pedestrian safety and vehicle needs on Wells (south of Mill)	Planning	Complete	Met with City of Reno staff in September 2022 to review issues, needs, and recent improvements.
Prioritize implementation of safety improvements to the Keystone and McCarran intersection	Planning	Complete	Engineering is working with NDOT on an ICA to fund this improvement as 2024 NDOT construction project. The ICA is was approved at the April Board Meeting.
Update: Active transportation count program	Planning	Complete	Plan initiated in January 2023.

NAME	DEPARTMENT	STATUS	FY23 GOAL STATUS
Address barriers to opportunity by increasing the availability of public transit through implementation of our TOPS service recommendations, as measured by population with transit services, jobs accessible through public transit, and an increase in RTC passenger miles	Public Transportation	Complete	Two services changes have been completed in line with the TOPS recommendations. The population with transit services has increased by 31,256 individuals and the number of jobs accessible with transit services has increased by 3,588.
Begin implementation of the technology recommendations contained in TOPS to improve the customer experience	Public Transportation	Complete	New transit app was launched as announced in the March enews. The app integrates to allow ride planning, vehicle tracking, and payments in one place.
Complete the design of a hydrogen maintenance/fueling facility to be located at RTC's Sutro location. Begin procurement of fueling infrastructure	Public Transportation	Complete	The design of a hydrogen maintenance/fueling facility to be located at RTC's Sutro location has been completed. Procurement of fueling infrastructure began following the November 2022 Board meeting.
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**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item: 7.1.**

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

**SUBJECT: Executive Director Report**

**RECOMMENDED ACTION**

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION**

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**Meeting Date:** 5/19/2023

**Agenda Item:** 7.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

**SUBJECT: Federal Report Discussion**

**RECOMMENDED ACTION**

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/19/2023

**Agenda Item:** 7.3.

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

**SUBJECT: NDOT Report**

**RECOMMENDED ACTION**

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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